

# Commercial Vehicle

INSURANCE POLICY



Please read this document carefully. Should You have any questions, please contact Your insurance agent.

 Arch | Insurance

## INDEX

What to do if you have an accident .....	3
Introduction .....	5
The Contract of Insurance and the Underwriters .....	6
Definitions .....	8
Arch Fair Processing Notice.....	9
Liability to others section .....	14
Loss of or damage to Your vehicle section.....	16
Medical expenses section .....	18
Personal belongings section.....	18
Foreign use section .....	18
No claim bonus section .....	19
Claims procedure .....	20
General terms.....	20
General exceptions.....	20
General conditions .....	21
Important notices.....	24
Motor Legal Protection section.....	26
Complaints.....	36

## What to do if you have an accident

It is important that You notify Us of a claim at the earliest opportunity, if safe to do so from the scene of the accident. This will help Us to give You the best service as well as control the claim costs and the future cost of Your insurance.

**Accident, Fire Theft, Vandalism and Windscreen Claims – Call Our Claims Helpline on 0333 207 2262**

Our 24 hour UK helpline, open 365 days a year, will take initial details of the incident. Our expert staff are here to help You get back on the road quickly. Alternatively call +44 20 3023 3383 from outside of the United

### Repairs to Your Vehicle

If damage to Your vehicle is covered under Your Policy We will manage the repairs through Our network of Approved Repairers. This service includes:

- Roadside recovery if Your vehicle is immobile
- Collection and redelivery following repairs
- Supply of a free courtesy car derived van while Your vehicle is repaired (does not apply to total loss claims)
- Vehicle cleaned before return
- Repairs guaranteed for 5 years
- The reassurance of Your claim being handled by an expert claim handler within Our dedicated Commercial Vehicle claims team.

### Claims Against You

To help Us reduce the amount of any claim that might be made against You and protect You against fraudulent claims:

- Do not apologise or admit fault
- Obtain the third party's:
  - name, address and contact number
  - registration number and make/model of their vehicle
  - their insurer's name and policy number
- Note the damage to the third party's vehicle and take photographs
- Note any injuries
- Note the number of passengers in the other vehicle
- Take the name, address and contact number of any witnesses to the accident
- Record the name and number of any Police officer who attends the scene of the accident
- Take photographs of the scene and third party vehicle with a camera or mobile phone if safe to do so
- Note any unusual behaviour from the third party and the direction the other motorist takes when leaving the scene.

We are Committed to:

- Providing a market leading customer experience
- Claims handling by a specialist Commercial Vehicle claims team
- Providing a network of approved suppliers to get You back on the road quickly
- Combating fraud to keep Your premiums low
- Pro-active third party claims handling helping to reduce claims costs
- Use of the most sophisticated up-to-date industry tools to assist Our claims handling

We want to get Our customers back on the road and back to business as quickly as possible.

## IMPORTANT NOTE

### **Protect Your Vehicle – Ensure it is locked and the keys have been removed**

Your insurance will not cover loss of or damage to Your vehicle or its contents by theft or attempted theft if:

- It has been left unlocked;
- It has been left with the keys in it;
- It has been left with the windows open;
- The keys should also be kept secure when removed from the vehicle.

## Introduction

Thank You for choosing Arch Insurance (UK) Limited to be Your Commercial Vehicle insurance provider. This is Your Policy which sets out Your insurance cover in detail.

Please read this Policy, the Schedule any Endorsements and the certificate in conjunction with the Statement of fact carefully, to make sure it meets Your requirements and that the details shown on the Schedule and Statement of fact are correct. Keep the documents in a safe place as You will need to refer to it if You need to make a claim.

If an Insured Person is 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.

Your premium has been based upon the information shown in the Schedule and recorded in Your Statement of fact.

If You have any questions about any of Your Commercial Vehicle insurance documents, please contact Your insurance agent. This insurance is written in English and all communications about it will be in English. Unless We have agreed otherwise with You, this insurance is governed by English law.

Should You require a hard copy of the Schedule or policy wording please contact Your insurance agent.

## The Contract of Insurance and the Underwriters

This Policy is underwritten by Arch Insurance (UK) Limited and certain other insurers (hereinafter called the 'Underwriters').

In consideration of payment of the premium, the liability of an Underwriter under this contract is several and not joint with other insurers party to this contract, to indemnify You within the limits terms conditions and exceptions of this Policy against the events set out in the sections operative and occurring in connection with the Business during the Period of insurance, and any subsequent period for which You pay and the Underwriters agree to accept a premium.

An Underwriter is not jointly liable for the proportion of liability underwritten by any other Underwriter, nor is an Underwriter otherwise responsible for any liability of any other Underwriter that may underwrite this contract

Although reference is made at various points in this clause to "this contract" in the singular where circumstances so require this should be read as a reference to contracts in the plural

Each Underwriter is only liable in respect of the cover provided under the Section(s) of this Policy shown against them below and not any other section

### Motor Legal Protection

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH – registered in England and Wales, company number 103274, Website [www.das.co.uk](http://www.das.co.uk)

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority


The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS

DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL – registered in England and Wales, company number 5417859, Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113)

### All Other Sections

Arch Insurance (UK) Limited, 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ - (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority



**Steve Bashford**  
Chief Executive of Arch UK Regional Division  
A division of Arch Insurance (UK) Limited

This Policy is a legal contract between You and Us and designed to be as easy to understand as possible. You must make a fair presentation of the risk to Us at inception and renewal, and on making any variation to the Policy.

Your proposal (if You made one), Statement of fact, the Schedule Your Policy and any Endorsements shall be considered one legal document. It is important that You read all Your documents carefully and let Your insurance agent know immediately if the insurance does not meet Your requirements or if any information is inaccurate or incomplete. If any changes are required this may result in changes to the terms and conditions of the Policy or a refusal to provide cover.

#### **Your obligations under the Policy**

The Policy imposes certain obligations upon You which if not complied with may invalidate this insurance or a claim.

Some of these obligations are expressed to be Conditions, General Conditions or Conditions Precedent. These are extremely important. If You are in breach of any of these obligations at the time of a loss We will have no obligation to indemnify You in relation to any claim for that loss. However if a Condition, General Condition or Condition Precedent is intended to reduce the risk of a loss of a particular kind at a particular location or at a particular time, We will not rely on the breach of that Condition, General Condition or Condition Precedent to exclude limit or discharge Our liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

#### **Steps to be taken if You cannot comply**

If You are unable to comply with any Condition, General Condition or Condition Precedent, You should contact Us as soon as reasonably possible through Your insurance agent. We will decide whether We might be prepared to agree a variation in the Policy. All Conditions, General Conditions or Conditions Precedent remain effective unless You receive written confirmation of a variation from Us through Your insurance agent.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance agent at inception, renewal or making a variation to this Policy.

Arch Insurance (UK) Limited, Registered address: 5th Floor, Plantation Place South, 60 Great Tower Street, London, EC3R 5AZ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Register Number 229887

Arch UK Regional Division, consists of certain FCA registered companies of the Arch Insurance Group who may act as coverholders for certain leading Insurers.

You can check this information on the Financial Conduct Authority register by visiting the FCA's Website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768. Information relating to the Prudential Regulation

Authority can be found at [www.bankofengland.co.uk/pr](http://www.bankofengland.co.uk/pr)

## Definitions

Each time We use one of the words or phrases listed below it will have the same meaning wherever it appears in Your Policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the Policy except for headings and titles.

**Certificate of motor insurance** - a document which is legal evidence of Your insurance and which forms part of this Policy, and which must be read with this Policy.

**Endorsement** - a change in the terms of the insurance which replaces the standard insurance wording, and is printed on, or issued with, the Schedule or a revised Schedule.

**Excess** - a contribution by You towards a claim under this insurance.

**Period of insurance** - the period of time covered by this insurance (as shown in the Schedule) and any further period We accept Your premium for.

### Policy

This Policy is made up of a number of documents to be read collectively. These documents are the

- (a) Policy
- (b) Schedule
- (c) Endorsements
- (d) notice to Policyholders
- (e) Statement of fact or proposal form
- (f) Certificate of motor insurance

**Schedule/Amended Schedule** - the document showing the vehicle(s) We are insuring and the cover which applies.

**Statement of fact** - This is a record of the information that You provided to Your agent and any assumptions made about You and Your business upon which Your insurance quotation is based. Vehicle, the insured vehicle - any vehicle specified in the Schedule or described in the current Certificate of motor insurance (and under Liability to Others section only, an attached caravan or Trailer).

**Trailer** - a trailer or semi-trailer or container used for carrying goods but which cannot itself be driven.

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

**We, Us, Our, Underwriter, Underwriters** – The Underwriters as set out in the section of the Policy headed The Contract of Insurance and the Underwriters.

**You, Your** - the person named as 'the policyholder' in the Schedule, any Certificate of motor insurance or renewal notice applying to this insurance.



# Arch Fair Processing Notice

The privacy and security of Your information is important to Us. This notice explains who We are, the types of information We hold, how We use it, who We share it with and how long We keep it. It also informs You of certain rights You have regarding Your personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

## Who are We?

Arch Insurance (UK) Limited is part of the Arch Insurance group ("Arch"). Arch is the Data Controller of the information You provide Us and is registered with the Information Commissioner's Office for the products and services We provide to You.

You can contact Us for general data protection queries by email to [DPO@archinsurance.co.uk](mailto:DPO@archinsurance.co.uk) or in writing to Compliance Team, 3rd Floor, 33 Gracechurch Street, London EC3V 0BT. Please advise Us of as much detail as possible to comply with Your request.

## What information do We collect?

We will collect personal information which may include Your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to Your enquiry or product and payment details (including bank account number and sort code) which We need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing You with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If You object to use of this information then We will be unable to offer You the product or service requested.

## How do We use Your personal information?

We will use Your personal information to

- assess and provide the products or services that You have requested
- communicate with You
- develop new products and services
- undertake statistical analysis

We may also take the opportunity to

- contact You about products that are closely related to those You already hold with Us
- provide additional assistance or tips about these products or services
- notify You of important functionality changes to Our Websites

We make outbound phone calls for a variety of reasons relating to many of Our products or services (for example, to update You on the progress of a claim or to discuss renewal of Your insurance contract). We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure We comply with them.

To ensure confidentiality and security of the information We hold, We may need to request personal information and ask security questions to satisfy ourselves that You are who You say You are.

We may aggregate information and statistics on Website Usage or for developing new and existing products and services, and We may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

## Securing Your personal information

We follow strict security procedures in the storage and disclosure of Your personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information You provide to Us, including information provided via forms You may complete on Our Websites, and information which We may collect from Your browsing (such as clicks and page views on Our Websites).

Any new information You provide Us may be used to update an existing record We hold for You.

## When do We share Your information?

To help Us prevent financial crime, Your details may be submitted to fraud prevention agencies and other organisations where Your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Arch Insurance group, third parties (for example loss adjustors) deliver some of Our products or provide all or part of the service requested by You. In these instances, while the information You provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to You or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

The data We collect about You may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for Us or for one of Our suppliers. Such staff may be engaged in, amongst other things, the provision of information You have requested.

If We provide information to a third party We will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on Your information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share Your information with anyone You have authorised to deal with Us on Your behalf.

## How long do We keep Your information for?

We will not keep Your personal information longer than is necessary for the purpose for which it was provided unless We are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service We provide. In certain cases, We will keep Your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by You or a third party at a future date, even after Your contract with Us has ended.

## Your rights

Under data protection law You have the right to change or withdraw Your consent and to request details of any personal data that We hold about You.

Where We have no legitimate reason to continue to hold Your information, You have the right to be forgotten.

We may use automated decision making in processing Your personal information for some services and products. You can request a manual review of the accuracy of an automated decision that You are unhappy with.

Further details of your rights can be obtained by visiting our long form notice at [www.archcapgroup.com/Privacy-and-Data-Protection-Policy](http://www.archcapgroup.com/Privacy-and-Data-Protection-Policy) or the Information Commissioner's Office Website at <https://ico.org.uk/>.

## DAS' Fair Processing Notice

In addition to the Arch Fair Processing Notice provided in relation to this Policy, data under this Policy will be processed by DAS, who are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how DAS collect and use this information.

DAS may collect personal details, including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place, and this may include underwriting, claims handling and providing legal advice. DAS will only obtain personal information either directly from You, the third party dealing with Your claim or from the authorised partner who sold this Policy.

### Who DAS are

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of personal data by DAS and members of the DAS UK Group are covered by their individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

### How DAS will use Your information

DAS may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact You for Your feedback. If the Policy includes legal advice, DAS may have to send the personal information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

DAS will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

DAS will not disclose the personal data to any other person or organisation unless they are required to by their legal and regulatory obligations. For example, DAS may use and share the personal data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via DAS' Website.

### What is DAS' legal basis for processing Your information?

It is necessary for DAS to use the personal information to perform their obligations in accordance with any contract that they may have with the person taking out this Policy. It is also in their legitimate interest to use the personal information for the provision of services in relation to any contract that they may have with the person taking out this Policy.

### How long will Your information be held for?

DAS will retain personal data for 7 years. DAS will only retain and use personal data thereafter as necessary to comply with their legal obligations, resolve disputes, and enforce their agreements. If You no longer want DAS to use the personal data, please contact them at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

## What are Your rights?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held

Any requests, questions or objections should be made in writing to the Data Protection Officer:-

Data Protection Officer  
**DAS Legal Expenses Insurance Company Limited**  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

Or via email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

## How to make a complaint

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If You remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at: -

**Information Commissioner's Office**  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF  
[www.ico.org.uk](http://www.ico.org.uk)

# Commercial Vehicle – Cover

## The cover You have

Your Schedule shows You what cover You have. The different types of cover are listed below.

Find the cover You have and this lists the sections of the Policy that apply.

- **Comprehensive**  
All sections apply.
- **Third party, fire and theft**  
Liability to Others, Loss of or Damage to Your Vehicle (except accidental or malicious damage and vandalism), Foreign Use, Motor Legal Protection.
- **Third party only**  
Liability to Others, Foreign Use, Motor Legal Protection.
- **Fire and theft**  
(You can only have this cover if Your vehicle is not on a public road or other public place and is not being used.) Loss of or Damage to Your Vehicle (except accidental or malicious damage and vandalism).
- **Accidental damage, fire and theft**  
(You can only have this cover if Your vehicle is not on a public road or other public place and is not being used.) Loss of or Damage to Your Vehicle.

The General Terms, General Conditions and General Exceptions apply to all sections of the Policy.

## Use

**This insurance only covers Your vehicle if it is being used in the way specified in Your Certificate of motor insurance or Endorsement.**

**The following uses are not covered:**

- Racing, pace-making or being in any contest or speed trial or any rigorous reliability testing on Your vehicle (apart from road safety rallies and treasure hunts).
- Using Your vehicle on any racetrack or circuit other than accidents to which the Road Traffic Act applies.
- Any purpose connected with the motor trade, unless this use is described in Your certificate.
- Hiring out the vehicle, unless this use is described in Your certificate.

# Commercial Vehicle – Sections

## Liability to others section

### Driving Your vehicle

We will insure You for all the amounts You may be legally liable to pay for:

- death of or injury to other people; or
- damage to property;

as a result of any accident You have while You are driving, using or in charge of Your vehicle or while You are loading and unloading Your vehicle.

### Other people driving or using Your vehicle

In the same way You are insured We will also cover the following people:

- Any person You allow to drive or use Your vehicle, as long as this is allowed by Your current Certificate of motor insurance and has not been excluded by an Endorsement, exception or condition.
- Any passenger who causes an accident while travelling in or getting into or out of the insured vehicle as long as You ask Us in writing, after the accident, to indemnify the passenger.

### Limits of indemnity to property damage

The most We will pay for property damage is £5,000,000 for any one claim or claims arising out of one incident.

The most We will pay for costs and expenses arising from property damage is £5,000,000 for any one claim or claims arising out of one incident.

If there is a property damage claim made against more than one person covered by this insurance, We will deal with any claim made against You first.

### Legal personal representatives

After the death of anyone who is covered by this insurance, We will deal with any claim made against that person's estate, provided that the claim is covered by this insurance.

### Costs and expenses Legal costs

If We first agree in writing, We will pay:

- solicitor's costs if anyone We insure is represented at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction;
- reasonable costs for legal services to defend anyone We insure against any prosecution arising from any death; and
- all other legal costs and expenses We agree to.

We will only pay these legal fees if they arise from an accident that is covered under this insurance.

### Emergency medical treatment

We will pay for emergency medical treatment that is needed after an accident involving any vehicle which this insurance covers. (We must provide this cover under the Road Traffic Acts.)

## European Union (EU) (Compulsory cover)

We will provide the minimum insurance needed by the relevant law to allow You to use Your vehicle:

- in any country which is a member of the EU; and
- in any other countries which have made arrangements to meet the insurance conditions of, and are approved by, the Commission of the European Union.

## Towing

Under this section We will insure You while any vehicle covered by this insurance is towing a caravan, Trailer or a broken-down vehicle (as allowed by law).

We will not pay any claim arising from the following:

- Damage to or loss of the towed caravan, Trailer or broken-down vehicle.
- Damage to or loss of any property being carried in or on the towed caravan, Trailer or broken-down vehicle.
- A caravan, Trailer or broken-down vehicle being towed for reward.
- Towing more Trailers than the number allowed by law.
- If more than one caravan, Trailer or broken-down vehicle is being towed at any one time.

We will only provide this cover if:

- the caravan, Trailer or broken-down vehicle is properly secured to Your vehicle by towing equipment manufactured for the purpose; and
- the method of towing the caravan, Trailer or broken-down vehicle stays within the manufacturer's recommended towing limits and any other relevant law.

## Exceptions to Liability to others section

This section of Your insurance does not cover the following:

- Anyone who can claim for the same loss from any other insurance.
- Loss of, or damage to, property belonging to (or in the care of) anyone We insure and who is making a claim under this part of the insurance.
- Death of or bodily injury to any person arising out of and in the course of their employment by the policyholder or by any other person claiming under this insurance. This does not apply if We need to provide cover due to the requirements of relevant laws.
- Death, bodily injury or damage arising out of the spraying of crops.
- Death, bodily injury or damage arising off the road as a result of the loading or unloading of Your vehicle by anyone apart from the driver or attendant.

## Loss of or damage to Your vehicle section

### This cover only applies to Your vehicle

We will insure Your vehicle against loss or damage (less any Excess that applies) caused by:

- accidental or malicious damage and vandalism;
- fire, lightning, self-ignition and explosion; or
- theft or attempted theft, or taking the vehicle away without Your permission.

### Accessories and audio, visual or telephone equipment

Your vehicle's spare parts and fitted accessories are insured in the same way, as long as they are used with Your vehicle, are kept in or on Your vehicle and fall within the maximum amount We pay.

Permanently fitted audio, visual and telephone equipment is also insured against loss or damage, but We will only pay the market value of the equipment at the time of the loss or damage. We will only pay up to £750 for items which are not the manufacturer's standard fitted equipment. We will not pay for loss of or damage to cassettes, compact or mini discs, DVDs or accessories used with the audio, visual or telephone equipment.

### Loss of keys

We will pay up to £1,000 if the keys for Your vehicle are lost or stolen and have not been recovered. We will pay for the cost of replacing entry key and transponders, ignition and steering locks that can be opened or operated with the lost items, provided You inform the police of the loss as soon as it is discovered.

### For a claim under this section We may either:

- pay for the damage to be repaired;
- pay an amount of cash to replace the lost or damaged item; or
- replace the lost or damaged item.

### The most We will pay will be either:

- the market value of Your vehicle immediately before the loss (including its accessories and spare parts) up to the value shown in the Schedule; or
- the cost of repairing the vehicle;

whichever is less.

We will not pay the cost of any repair or replacement which improves Your vehicle or accessories to a better condition than they were in before the loss or damage. If this happens You must make a contribution towards the cost of repair or replacement.

### Transport after an accident

If Your vehicle cannot be driven after an accident, We will pay the reasonable cost (where necessary) of taking Your vehicle to a repairer near to Your vehicle's location, and returning it after the repair to Your last known address. Do not attempt to move the vehicle Yourself if this could increase the damage. If unnecessary damage is caused as a result of attempts to move Your vehicle, We will not pay any extra cost arising from that damage.

### Total loss (write-off)

If the cost of repairs to Your vehicle is greater than the market value of the vehicle We will offer You an amount as compensation. The insurance for Your vehicle will end when You accept that offer.

If requested You must send Us the vehicle registration document (V5c), MOT certificate, vehicle purchase receipt, all keys and any other relevant documentation before We agree settlement.

Once payment has been issued the vehicle becomes Our property for disposal.



If there is any outstanding loan on the vehicle We may pay the finance company first. If Our estimate of market value is more than the amount You owe them We will pay You the balance. If Our estimate of the market value is less than the amount You owe You may have to pay them the balance.

If Your vehicle is leased or on contract hire, We may pay the leasing or contract hire company first. When calculating the value of the vehicle We may take into account any discount on the manufacturer's recommended retail price they obtained when purchasing the vehicle. If the amount We pay is more than the amount You owe the leasing or contract hire company, the amount We pay them will settle the claim. If the amount We pay is less than the amount You owe You may have to pay them the balance.

Once payment has been issued the vehicle becomes Our property for disposal.

### **Windscreen damage (comprehensive cover only)**

You may claim for damage to Your vehicle's windscreen or windows and for any bodywork scratched by broken glass from the window or windscreen. This benefit does not apply to damaged sunroofs, roof panels, lights or reflectors whether glass or plastic.

You will only have to pay the first £75 of each claim. There is no limit on the cost of the windscreen

No Excess will apply if the windscreen can be repaired instead of replaced.

### **Excesses**

If an Excess is shown in the Schedule, You have agreed to pay that amount for each incident of loss or damage.

#### **Extra excesses for Young or inexperienced drivers**

If Your vehicle is damaged while a Young or inexperienced person (including Yourself) is driving You will have to pay the amount shown below in addition to any compulsory or voluntary Excess applicable.

Drivers/ Additional Excess

- Under 21 years of age..... £300
- Aged 21 to 24 years of age ..... £200
- 25 years of age or over but who have a provisional driving licence or who have held a full EU driving licence for less than 12 months ..... £200

You will not have to pay the amounts shown above if the loss or damage is caused by fire or theft.

### **When Your vehicle is being serviced**

The cover provided under this section will still apply when Your vehicle is being serviced or repaired. While the vehicle is in the hands of the motor trade for a service or repair We ignore any restrictions on driving or use (as shown in Your Certificate of motor insurance).

### **Exceptions to loss of or damage to Your vehicle section**

This section of Your insurance does not cover the following.

- The amount of any Excess shown in the Schedule.
- An amount as compensation for You not being able to use Your vehicle (including the cost of hiring another vehicle).
- Wear and tear.
- Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment.
- The vehicle's value reducing, including loss of value as a result of damage, whether repaired or not.

- Repairs or replacements which improve the condition of the vehicle.
- Damage to tyres, unless caused by an accident to Your vehicle.
- Damage due to liquid freezing in the cooling system, unless You have taken reasonable precautions as laid down by the vehicle manufacturer's instructions.
- Loss of or damage to accessories unless they are permanently attached to Your vehicle.
- Any amount over the last known list price of any part or 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 United Kingdom.
- Loss of or damage to the vehicle by someone who got it by fraud or deception.
- Loss resulting from repossessing the vehicle and returning it to its rightful owner.
- Loss of or damage to Your vehicle or its contents by theft or attempted theft or an unauthorised person taking and driving it if:
  - it has been left unlocked;
  - it has been left with the keys in it;
  - it has been left with the windows, roof panel or the roof of a convertible vehicle open; or
  - reasonable precautions have not been taken to protect it.

## Medical expenses section

We will pay up to £250 for each person for the medical expenses of anyone who is injured while they are in Your vehicle as a result of an accident involving Your vehicle.

## Personal belongings section

We will pay up to a total of £250 for personal belongings in or on Your Vehicle if they are lost or damaged because of an accident, fire, theft or attempted theft.

This section does not apply to:

- Money;
- Goods or samples connected with Your business;
- Property insured under any other contract;
- Property that was not reasonably protected.

## Foreign use section

This section only applies if We agree to provide cover before You go abroad, and You pay Us an additional premium.

If We agree, We will extend the cover for Your vehicle so the following benefits apply.

### Insurance cover

This insurance is extended to apply to claims occurring:

- In any country in which We have agreed to provide cover; and
- While the vehicle is being transported (including loading and unloading) between ports in countries where You have cover, as long as the vehicle is being transported by rail or a recognised sea route of not more than 65 hours.

### Customs duty and other charges

If Your vehicle suffers any loss or damage covered by this insurance, and the vehicle is in any country which We have agreed to provide cover for, We will do the following:

- Refund any customs duty You have to pay after temporarily importing Your vehicle into any of the countries where You have cover.
- If Your vehicle cannot be driven because of any loss or damage, We will pay the reasonable cost of delivering the vehicle to You at Your address after the repairs have been made.
- Refund any general average contributions, salvage charges and sue and labour charges incurred during transit of Your vehicle.

### Foreign representatives

In the event of a claim abroad You can contact one of Our foreign representatives. Their details can be found on Our 'Foreign Travel Guidance Note' that can be obtained from Your agent.

## No claim bonus section

If no claim is made under this Policy We will allow a reduction when You renew it according to Our current scale of no claim bonus.

Any claim for windscreen repair or replacement will not affect Your no claim bonus.

### **Protected no claim bonus (only applicable if stated in the Schedule)**

A no claim bonus of five or more years will not be reduced provided You have no more than one partial fault, fault, fire or theft claim in each Period of insurance. If You have more than one claim in a Period of insurance You will lose the benefit of protected no claim bonus.

## Claims procedure

Please see the page headed 'What to do if You have an accident' at the front of this document. This shows Our claims helpline number and the number to call if Your windscreen is damaged (if insured).

**Important:** Do not admit that You are responsible, or make any offer, promise or payment without written permission from Us.

Follow the procedures below.

- Telephone Us as soon as possible after any accident, injury, loss or damage.
- Send Us, unanswered, any letter or other communication as soon as You receive it from anyone else involved.
- Immediately tell Us about any prosecution, coroner's inquest or fatal accident inquiry involving any person covered by this insurance.
- Give Us all the information and help We need.

## General terms

### Changing or adding a vehicle to this insurance

If You change the vehicle(s) covered by this insurance, or get an extra vehicle which You want cover to apply to, You must tell Your agent or Us and We must agree before cover can start. (We may ask You to return Your Certificate of motor insurance.) We will give You advice on any change in premium and We will send You a new Schedule confirming Our acceptance.

## General exceptions

These general exceptions apply to the whole Policy. Your Policy does not cover the following.

1. Any liability, loss or damage arising while any vehicle covered by this insurance is being:
  - Used for a purpose which the vehicle is not insured for;
  - driven by or is in the charge of anyone who is not mentioned in the Certificate of motor insurance as a person entitled to drive or who is excluded by an Endorsement;
  - driven by anyone (including You) who You know is disqualified from driving, has never held a licence to drive the vehicle, or is prevented by law from having a licence (unless they do not need a licence by law);
  - Used in or on restricted areas of airports or airfields. We will not pay for any claim concerning an aircraft within the boundary of the airport or airfield; or
  - Used to carry any load which is more than it was constructed to carry and more than the specified maximum capacity.
2. Any liability, loss or damage that is also covered by any other insurance.
3. Any liability, loss or damage that occurs outside the United Kingdom other than where We have agreed to provide cover. See Foreign use section.
4. Any liability You have accepted under an agreement or contract unless You would have had that liability anyway.
5. Any result of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, or military or usurped power (except where We need to provide cover to meet the minimum insurance required by the relevant law).
6. Any liability, loss or damage arising directly or indirectly from acts of terrorism, as defined in the UK Terrorism Act 2000, except where We need to provide the minimum insurance required by the Road Traffic Act

7. Direct or indirect loss, damage or liability caused by, contributed to or arising from:

- earthquake;
- riot or civil commotion occurring in Northern Ireland or outside the United Kingdom, (except where We need to provide cover to meet the minimum insurance required by the relevant law);
- ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel
- the radioactive, toxic, explosive or other dangerous property of any explosive nuclear assembly or nuclear part of that assembly
- carrying any dangerous substances or goods which You need a licence from the relevant authority for (except where We need to provide cover to meet the minimum insurance required by the relevant law); or
- pressure waves caused by aircraft and other flying objects.

8. Any proceedings brought against You, or judgment passed in any court outside the United Kingdom, unless the proceedings or judgment arises out of Your vehicle being used in a foreign country which We have agreed to extend this insurance to cover.

9. Any liability, (except where We need to provide the minimum level of cover needed by law), for claims for death, injury, illness, loss or damage to property arising directly or indirectly from pollution or contamination.

This exception:

- relates to contamination or pollution caused directly or indirectly by the discharge or leaking of any substance, liquid, vapour or gas; and
- includes contamination or pollution of any building or other structure, water, land or the air.

We will not pay for claims arising directly or indirectly from contamination or pollution where it is caused by any substance, liquid, vapour or gas being deliberately discharged or leaks caused by the failure to maintain or repair Your vehicle, or any part of it.

## General conditions

1. You must make a fair presentation of the risk to Us at inception, renewal and variation of the Policy. Should You be in any doubt as to whether information should be presented to Us You must;
  - discuss it with Your insurance agent or
  - disclose it to Us

We may at Our absolute discretion avoid the Policy and refuse to pay any claims where any failure to make a fair presentation is;

- deliberate or reckless or
- of such other nature that if You had made a fair presentation We would not have issued the Policy.

We will return the premium paid by You unless the failure to make a fair presentation is deliberate or reckless.

If We would have issued the Policy on different terms had You made a fair presentation, We will not avoid the Policy except where the failure is deliberate or reckless, but We may instead at Our absolute discretion;

- reduce proportionately the amount paid or payable on any claim the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had You made a fair presentation and/ or
- treat the Policy as if it had included such additional terms, other than those requiring payment of the premium as We would have imposed had You made a fair presentation.

For the purposes of this condition references to;

- (i) Avoiding a Policy means treating the Policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before the inception of the Policy), the renewal date (where the failure occurs at renewal of the Policy), or the date of change (where the failure occurs when the Policy is changed).
  - (ii) Refunds of premium should be treated as refunds of premium back to the inception date, renewal date, or date of change as the context requires.
  - (iii) Issuing a Policy should be treated as the references to issuing the Policy at inception, renewing, or change of the Policy as the context requires.
  - (iv) Premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition, where there is more than one contract of insurance.
2. Your premium is based on the information You supplied at the start of the insurance and when it is renewed. If You have failed to provide Us with complete and accurate information, this could lead to Your claim being denied or the insurance not being valid
  3. If You or anyone acting on Your behalf to obtain a benefit under this Policy
    - (a) makes a false or fraudulent claim,
    - (b) makes a exaggerated claim,
    - (c) supports a claim by false or fraudulent documents devices or statements whether or not the claim is itself genuine,
    - (d) makes a claim for loss or damage which You or anyone acting on Your behalf deliberately caused We will:
      - refuse to pay the whole of the claim and
      - recover from You any sums that We have already paid in respect of the claim.

We will also notify You if We will be treating the Policy as having terminated with effect from the date of any acts set out in (a) – (d) above.

In that event You will;

- have no cover under the Policy from the date of the termination and
  - not be entitled to any refund of premium
4. You must send every communication about a claim, (including any writ or summons) to Us without delay and unanswered. You must also tell Us if You know about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this insurance.
  5. You must not admit to, negotiate on or refuse any claim unless You have permission from Us.
  6. You must take all reasonable steps to protect Your vehicle from loss or damage and to maintain it in an efficient and roadworthy condition.
  7. You must let Us examine Your vehicle at any reasonable time.
  8. You must supply the details We need of any vehicles covered by this insurance for the purposes of the Motor Insurance Database. Refer to Important notice at the end of this Policy for full details regarding the Motor Insurance Database.
  9. We can:
    - take over, conduct, defend or settle any claim; and
    - take proceedings, at Our own expense and for Our own benefit, to recover any payment We have made under this insurance.

We will take this action in Your name or in the name of anyone else covered by this insurance. You, or the person whose name We use must co-operate with Us on any matter which affects this insurance.

10. If We accept Your claim, but disagree with the amount due to You, the matter will be passed to an arbitrator who We both agree to. When this happens, the arbitrator must make a decision before You can start proceedings against Us.

11. We or Your intermediary may cancel this insurance by sending 7 days' notice in writing, where there is a valid reason for doing so, We will send Our notice to Your last known address (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland). We will refund the part of Your premium which applies to the remaining period of the insurance. We will send this refund to Your insurance agent.
- Valid reasons for cancellation may include but are not limited to Where You are required in accordance with the terms of this Policy to cooperate with Us or give Us such information, assistance or documents as We may reasonably require, and You fail to do so in a way that materially affects Our ability to deal with the claim, or Our ability to defend Our interests
  - Where there is a failure by You to exercise the duty of reasonable care in maintaining Your vehicle in good condition and a good state of repair, or in taking reasonable steps to minimise loss, damage, injury or accidents
  - Where We reasonably suspect fraud, dishonesty or exaggeration
  - Use of threatening or abusive behaviour or language or intimidation or bullying of Our staff or suppliers
12. You may cancel this insurance at any time by telling Us in writing and sending back Your Certificate(s) of motor insurance and the Schedule. If You have not made any claim in the current Period of insurance, We will work out the charge for the time You have been covered by Your Policy (Using Our short-period rates shown below) to the date We receive Your certificate(s). We will then refund any amount We owe You to Your insurance agent. If a claim has been made, We will not give You a refund.

Period You have had cover for	Up to 1 Week	Up to 1 month	Up to 2 months	Up to 3 months	Up to 4 months	Up to 6 months	Up to 8 months	Over 8 months
Percentage of annual premium covering that period	15%	25%	30%	50%	60%	75%	90%	Full Premium
Percentage of refund	85%	75%	70%	50%	40%	25%	10%	Nil

13. If there are a number of claims for property damage arising out of any one cause, We may, at any time, pay You up to the maximum amount payable under Liability to Others section. (We will deduct from this amount any sums already paid as compensation). On paying this amount, We will withdraw from any further action connected with the settlement of these claims.

We will pay any legal costs and expenses incurred with Our consent, up to the time We withdraw from dealing with the claims.

14. If, under the law of any country which this insurance covers You in, We must settle a claim which We would not otherwise have paid, We may recover this amount from You or from the person who made the claim.
15. If You have agreed to pay Your premium by instalments, the following will apply:

- **If You do not pay an instalment at renewal –**  
If You do not pay the instalment due at renewal all cover under this contract will end from that date. You must then return Your certificate(s) of motor insurance to Us.
- **If You do not pay Your instalment at any other time –**  
If You do not pay an instalment when it is due, We may refuse to pay any claim arising from an event which happens on or after that date. If You do not pay a previously unpaid instalment when We ask a second time, We will cancel this Policy from the due date of the first unpaid instalment. All cover under this Policy will end and You must return Your Certificate of motor insurance to Us.
- If Your vehicle is written off before You have paid all Your instalments, and We agree to pay Your claim, the amount You owe for the year's premium will be taken from the claim payment.
- If any extra premium is needed during the Period of insurance, it will be spread out over the remaining instalments due for that year. If You have already paid all Your instalments, You must immediately pay any extra premium when it is due.

16. We shall not be liable to pay any claim or provide any benefit under any insurance cover or extension to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## Important notices

### Changes You must tell Us about

You must tell Us prior to or immediately about any changes which affect Your Policy and which have occurred since the Policy started or since the last renewal date. If You are not sure whether certain facts are relevant, please ask Your insurance agent.

Here are some examples of the changes You should tell Us about:

- A change of vehicle (including extra vehicles).
- All changes You or anyone else make to the vehicle if these make the vehicle different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic).
- A change of address.
- A change of business activity.
- A new main user of the vehicle.
- Details of any driver who You have not told Us about before or who is excluded by the Certificate of motor insurance or an Endorsement but who You now want to drive.
- Details of any motoring conviction, disqualification or fixed penalty offence of any person allowed to drive or of any future prosecutions for any motoring offence.
- Details of any accident or loss (whether or not You make a claim) which involves Your vehicle or which occurs while You are driving anyone else's vehicle.
- Details if You or any other person allowed to drive Your vehicle suffers from a notifiable condition not notified to DVLA or any condition for which DVLA have restricted the licence.

Upon being notified of any such changes We may, at Our discretion;

- (i) Continue to provide cover under the appropriate section on the same terms
- (ii) Restrict the cover provided by the section
- (iii) Impose additional terms
- (iv) Alter the premium
- (v) Cancel the section and, or the Policy

If You do not tell Us about any relevant changes We may;

- (i) Treat the appropriate section and the Policy as if it had come to an end as at the date of the change, returning a proportionate amount of the premium for the unexpired Period of insurance if We would have cancelled the section and the Policy had We known of the change.
- (ii) Treat the section and the Policy as if it had contained such terms (Other than relating to premium) or other restrictions (If any) from the date of the change as We would have applied had We known of the change.
- (iii) Reduce proportionately the amount paid or payable on any claim, the proportion for which We would have charged had We known of the change



## Motor Insurance Database (MID)

Uninsured drivers currently cost UK motorists over £400 million per year. This means every time you pay your insurance premium a portion of this amount goes to pay for these illegal road users. To tackle this problem the Motor Insurance Database (MID) was established.

The Police make approximately 2 million enquiries per month on the MID to check if vehicles have insurance and as a result of this seize nearly 140,000 uninsured vehicles a year.

DVLA can penalise the registered keepers of vehicles that are not insured. As part of this Continuous Insurance Enforcement (CIE) policy the DVLA will compare its records with details of all vehicles currently on cover that are held on the MID. It is therefore important that your vehicle details have been added to the MID.

### What this means in Practice

We will supply the details of Your Policy such as policyholder name, address, policy number, inception and expiry date to the MID.

We will also supply the vehicle details at inception and any changes throughout the year and at renewal to the MID.

You do however need to make sure You advise Your insurance agent immediately when vehicle changes happen and the previous page also provides more detail regarding other relevant changes.

It is very important that Your vehicle details are up to date on the MID or Your vehicle may be seized by the Police.

## Motor Legal Protection section

DAS Legal Expenses Insurance Company Limited (“DAS”) is the Underwriter and provides the insurance for this section. The general conditions and general exceptions apply to this section where applicable.

Motor legal protection is designed to help an Insured Person if a motor accident was not their fault and they have suffered an injury, need a replacement hire vehicle, or incurred other losses which are not covered under Your Commercial Vehicle Insurance Policy. It also provides defence against motoring prosecutions and assistance with contractual disputes relating to the Insured Vehicle.

Hire assist provides a vehicle for up to 14 days if Your vehicle is stolen or is undriveable following theft, attempted theft, fire or vandalism, storm or flood, or is declared a total loss under Your Commercial Vehicle Insurance Policy following an accident.

### Helpline services

The legal advice service is provided by DAS Law Limited and/or a Preferred Law Firm on behalf of DAS.

You can contact Our UK-based call centre 24 hours a day, seven days a Week. However, We may need to arrange to call You back depending on Your enquiry. To help Us check and improve Our service standards, We may record all calls. When phoning, please tell Us Your reference number TSO/6954499.

We cannot accept responsibility if the helpline services are unavailable for reasons We cannot control.

### Legal advice service

**Call 02920 857238**

We will provide You with confidential legal advice over the phone on any commercial legal issue affecting Your business, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a Week. Legal advice for the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If You call outside these times, a message will be taken and a return call arranged within the operating hours.

### Tax advice service

**Call 02920 857238**

We will provide You with confidential advice over the phone on any tax matters affecting Your business, under the laws of the United Kingdom.

Tax advice is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If You call outside these times, a message will be taken and a return call arranged within the operating hours.

### Health and medical information service

**Call 02920 857238**

We will provide an Insured Person with information over the phone on general health issues and advice on a wide variety of medical matters. We can provide information on what health services are available in an Insured Person’s area, including local NHS dentists.

Health and medical information is provided by a medically qualified person 9am-5pm, Monday to Friday, excluding public and bank holidays. If the Insured Person calls outside these times, a message will be taken and a return call arranged within the operating hours.

## Counselling service

Call 02920 857238

We will provide an Insured Person with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, referral to relevant voluntary or professional services. The Insured Person will pay any costs for Using the services to which they are referred.

This helpline is open 24 hours a day, seven days a Week.

## Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section. They should also be read in conjunction with the General Definitions of the Commercial Vehicle Policy. If there is a conflict between a definition in this Section and a definition elsewhere in this Policy, the definition in this Section will apply.

## Appointed Representative

The Preferred Law Firm, law firm or other suitably qualified person We will appoint to act on an Insured Person's behalf.

## Costs and Expenses

- (a) All reasonable, proportionate and necessary costs chargeable by the Appointed Representative and agreed by Us in accordance with the DAS Standard Terms of Appointment.
- (b) The costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them or pays them with Our agreement.

## Countries Covered

- (a) For insured incidents 1 Uninsured loss recovery and personal injury, 2 Motor prosecution defence and 3 Motor contract disputes: The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- (b) For insured incidents 4 Replacement hire vehicle and 5 Hire assist, England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.

## DAS Standard Terms of Appointment

The terms and conditions (including the amount We will pay to an Appointed Representative) that apply to the claim, which could include a conditional fee agreement (no-win, no-fee). Where a law firm is acting as an Appointed Representative, the amount is currently £100 per hour. This amount may vary from time to time.

## Date of Occurrence

- (a) For civil cases and insured incident 5 Hire assist, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date You first became aware of it).
- (b) For motoring offences, the date of the motor offence an Insured Person is alleged to have committed. If there is more than one offence arising at different times, the Date of Occurrence is the date an Insured Person began or is alleged to have begun, to break the law.

## Insured Person

You and any passenger or driver who is in or on the Insured Vehicle with Your permission. Anyone claiming under this Section must have Your agreement to claim.

## Insured Vehicle

The motor vehicle(s) covered by the Commercial Vehicle Policy to which this Section attaches. It also includes any caravan or Trailer attached to the vehicle(s).

## Motor Claims Centre

– This centre carries out recovery hire and repair services and deals with the administration of an Insured Person's claim.

## Preferred Law Firm

A law firm or barristers' chambers We choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with an Insured Person's claim and must comply with Our agreed service standard levels which We audit regularly. They are appointed according to the DAS Standard Terms of Appointment.

## Reasonable Prospects

The prospects that an Insured Person will recover losses or damages, make a successful defence, or make a successful appeal or defence of an appeal, must be at least 51%. We, or a Preferred Law Firm on Our behalf, will assess whether there are Reasonable Prospects.

## Uninsured Losses

Losses which an Insured Person has incurred as a result of a road traffic accident which was not their fault, and which are not covered under this Commercial Vehicle Policy.

## Vehicle Hire Costs

- (a) For insured incident 4 Replacement hire vehicle, the cost of hiring a comparable replacement vehicle for a period or periods We agree to.
- (b) For insured incident 5 Hire assist, the cost of hiring a small commercial van (such as a Ford Connect or similar) for up to 14 days.
- (c) For both (a) and (b) above, the cost includes motor insurance for the Vehicle.

## How We can help

If an Insured Person is involved in an accident which was not their fault, We will help them recover their Uninsured Losses from the person who caused the accident, either through Our Motor Claims Centre or by appointing a lawyer. Uninsured Losses could include the cost of repairing or replacing the Insured Vehicle, Your Commercial Vehicle Insurance Policy Excess, compensation following injury, or other out-of-pocket expenses.

If the accident was entirely the other person's fault and the Insured Vehicle cannot be driven, We can arrange to supply You with a comparable replacement hire vehicle under insured incident 4 Replacement hire vehicle, until the Insured Vehicle can be repaired.

We will do so only if You meet the hire company's terms and conditions of hire. For Us to provide a replacement hire vehicle, the driver at fault must have valid motor insurance and be identified or traced. This service is available in England and Wales, on the mainland of Scotland and Northern Ireland, and the Isle of Man, Jersey and Guernsey.

Please note there may sometimes be circumstances, such as local unavailability, in which We are unable to provide a comparable replacement vehicle. In such cases, We will try to provide an alternative replacement vehicle. If this is not possible, We will still seek to recover Your Uninsured Losses for the loss of use of the Insured Vehicle.

Where the driver at fault is uninsured or cannot be traced, We will assist You in making a claim to the Motor Insurers' Bureau

We can also defend an Insured Person against motoring prosecutions and assist You in contract disputes related to the Insured vehicle.

Hire assist provides a small commercial van for up to 14 days if the Insured Vehicle is stolen and not recovered or is undriveable following theft, an attempted theft, fire or vandalism, or is declared a total loss by Your insurer following an accident.

### **When You need to make a claim**

Phone Us on **02920 857238** as soon as possible after an Insured Person is involved in an accident or if You need a hire vehicle because Your vehicle has been stolen and not recovered, left undriveable following theft, an attempted theft, fire, storm, flood or vandalism, or has been written off following an accident, to speak to one of Our dedicated customer claims handlers. If an Insured Person is faced with a motoring prosecution or You have a motor contract dispute please phone Us on **02920 857238**.

### **If You need any other help from Us**

If You wish to speak to Our legal teams about a commercial legal problem, please phone Us on **02920 857238**. We will ask You about Your legal issue and if necessary call You back to give You legal advice.

Please do not ask for help from a lawyer or hire a vehicle before We have agreed. If You do, We will not pay the costs involved, even if We accept the claim.

## Our agreement

We agree to provide the insurance described in this Section in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this Policy, provided that:

- (a) Reasonable Prospects (other than in respect of insured incidents 2 Motor prosecution defence and 5 Hire assist) exist for the duration of the claim.
- (b) The Date of Occurrence of the insured incident is during the Period of insurance; or
- (c) The Date of Occurrence of the insured incident is during the currency of a previous equivalent legal expenses insurance policy, provided that:
  - (i) The previous legal expenses insurance policy required You to report claims during its currency
  - (ii) You could not have notified a claim previously as You could not have reasonably been aware of the insured incident
  - (iii) Cover has been continuously maintained in force
  - (iv) Any claim that should have been covered under a previously operative legal expenses insurance policy will not be covered by Us, and
  - (v) The available limit of indemnity shall be limited to the lesser of the sums payable under this or Your previous policy
- (d) Any legal proceedings will be dealt with by a court or other body which We agree to within the Countries Covered.
- (e) The insured incident happens within the Countries Covered and for insured incidents 4 Replacement hire vehicle and 5 Hire assist, the hire vehicle is required within the Countries Covered,

### What We will pay

We will pay an Appointed Representative on behalf of an Insured Person, Costs and Expenses incurred following an insured incident provided that:

- (a) The most We will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £250,000.
- (b) The most We will pay in Costs and Expenses is no more than the amount We would have paid to a Preferred Law Firm. The amount We will pay a law firm (where acting as an Appointed Representative) is currently £100 per hour. The amount may vary from time to time.
- (c) In respect of an appeal or the defence of an appeal, the Insured Person must tell Us within the time limits allowed that they want to appeal. Before We pay the Costs and Expenses for appeals, We must agree that Reasonable Prospects exist, and for insured incident 2 Motor prosecution defence, We must have defended the original motoring prosecution.
- (d) Where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most We will pay in Costs and Expenses is the value of the likely award.

### What We will not pay

- (a) In the event of a claim, if an Insured Person decides not to use the services of a Preferred Law Firm, they will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by Us.
- (b) The first £250 of any motor contract dispute claim. If You are using a Preferred Law Firm, You will be asked to pay this within 21 days of Your claim having been assessed as having Reasonable Prospects. If You are using Your own law firm, this will be within 21 days of their appointment (following confirmation Your claim has Reasonable Prospects).

## Insured incidents

### 1. Uninsured loss recovery and personal injury

*What is covered:*

Costs and Expenses incurred to recover Uninsured Losses after an event which causes:

- (a) Damage to the Insured Vehicle or to any property belonging to an Insured Person in or on the vehicle; and/or
- (b) Death or bodily injury to an Insured Person whilst travelling in or on the Insured Vehicle.

### 2. Motor prosecution defence

*What is covered:*

- (a) Costs and Expenses incurred to defend an Insured Person's legal rights if they are prosecuted for a motoring offence in connection with the use or ownership of the Insured Vehicle, which the Insured Person has notified Us of within 10 days of receiving a written Notice of Intended Prosecution, or as soon as reasonably possible if the Insured Person is notified of a prosecution any other way.
- (b) Costs and Expenses to represent an Insured Person at a hearing following an event which results in the relevant licensing authority revoking, suspending, or altering the terms of, or refusing to renew an Insured Person's Goods Vehicle Operator's licence, Passenger Carrying Vehicle, Hackney Carriage, Private Hire Car or Taxi licence.

*What is not covered:*

Parking or obstruction offences, insurance offences or challenging a fixed penalty notice.

### 3. Motor contract disputes

*What is covered:*

Costs and Expenses incurred in respect of a dispute arising from an agreement or an alleged agreement which You have entered into for:

- (a) Buying, selling, hiring or insurance of the Insured Vehicle or its spare parts or accessories
- (b) Service, repair or testing of the Insured Vehicle
- (c) The carriage of goods or passengers by the Insured Vehicle.

Provided that:

- (a) You must have entered into the agreement or alleged agreement during the Period of insurance.
- (b) The amount in dispute must be more than £500 (including VAT).
- (c) If the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500 (including VAT).
- (d) If the dispute relates to money owned to You, a claim under the Section must be made within 90 days of the money becoming due and payable.

*What is not covered:*

- (a) The settlement payable under an insurance policy. (We will cover a dispute if Your insurer refuses Your claim, but not for a dispute over the amount of the claim).
- (b) You are responsible for the first £250 of each and every claim. If You are using a Preferred Law Firm, You will be asked to pay this within 21 days of Your claim having been assessed as having Reasonable Prospects. If You are using Your own law firm, this will be within 21 days of their appointment (following confirmation Your claim has Reasonable Prospects). If You do not pay this amount, the cover for Your claim could be withdrawn.

#### 4. Replacement hire vehicle

*What is covered:*

We will make the arrangements for vehicle hire for You within the Countries Covered and We will pay Your Vehicle Hire Costs following an accident involving the Insured Vehicle and another vehicle, as long as:

- (a) The Insured Vehicle cannot be driven, and
- (b) The accident was entirely the other person's fault.

Provided that:

- (a) You must agree to Us trying to recover any Vehicle Hire Costs in Your name, and any costs recovered must be paid to Us.
- (b) We will choose the vehicle hire company and the type of vehicle to be hired.
- (c) We will decide how long a vehicle can be hired for.
- (d) You must tell Us as soon as the Insured Vehicle becomes available for You to drive again.
- (e) An Insured Person must meet the age and licensing rules of the vehicle hire company We choose and must follow any terms and conditions of hire.

*What is not covered:*

- (a) Vehicle Hire Costs if You are claiming against a person who does not have valid motor insurance or cannot be identified or traced; or
- (b) Vehicle Hire Costs when You make Your Own arrangements for vehicle hire after an insured incident.

Please note there may sometimes be circumstances, such as local unavailability, in which We are unable to provide a comparable replacement vehicle. In such cases, We will try to provide an alternative replacement vehicle. If this is not possible, We will still seek to recover Your Uninsured Losses for the loss of use of the Insured Vehicle.

#### 5. Hire assist

*What is covered:*

We will make the arrangements for vehicle hire for an Insured Person within the Countries Covered and We will pay Vehicle Hire Costs for a single continuous period up to 14 days or until an Insured Person can drive the Insured Vehicle again, if this is sooner, if the Insured Vehicle is:

- (a) Stolen and not found; or
- (b) Undriveable following a theft, attempted theft, fire, storm, flood or vandalism; or
- (c) Declared a total loss by Your motor insurer following an accident

Provided that:

- (a) If the incident is covered by Your motor insurance, You must have reported it to Your motor insurer. If this is the case, You must provide Us with confirmation from Your motor insurer that they have accepted Your claim under their policy.
- (b) If Your vehicle has been declared a total loss by Your motor insurer, You must provide Us with evidence of this (either written notification from Your motor insurer or a copy of an engineer's report).
- (c) If a criminal act has been committed, You must have reported the incident to the Police and You must provide Us with the crime reference number.
- (d) You must tell Us as soon as the Insured Vehicle becomes available for You to drive again.
- (e) You must agree to Us trying to recover any Vehicle Hire Costs in Your name where possible and any costs recovered must be paid to Us.
- (f) We will choose the vehicle hire company and the vehicle hired, which will be a small commercial van.
- (g) An Insured Person must meet the age and licensing rules of the vehicle hire company We choose and must follow any terms and conditions of hire.
- (h) We can take details of an Insured Person's claim at any time, but can only deliver a hire vehicle between 8am-6pm Monday to Friday and 8am-12pm Saturday (excluding public and bank holidays).



- (i) If an excess is applied by the vehicle hire company, You will be responsible for paying this excess if the hire vehicle is damaged during the hire period. You can avoid paying the excess if You pay the vehicle hire company an insurance premium. The premium will depend on how long You keep the vehicle. You will be told whether an excess will apply along with the amount of the excess and insurance premium before You agree to hire the vehicle.
- (j) If You need a particular vehicle, You can talk to the hire company about this. We will pay Our standard Vehicle Hire Costs rate to the hire company and You will be responsible for paying the extra costs.
- (k) We will not be responsible for providing a vehicle with customised or bespoke modifications that match the specification of the Insured Vehicle.

*What is not covered:*

Any claim that arises from an Insured Person's use of drink or drugs.

## Section exceptions

We will not pay for the following:

### 1. Late reported claims

A claim where the Insured Person has failed to notify Us of the insured incident within a reasonable time of it happening and where this failure adversely affects the Reasonable Prospects of a claim or We consider Our position has been prejudiced.

### 2. Costs We have not agreed

Costs and Expenses or Vehicle Hire Costs incurred before Our acceptance of a claim. For insured incident 4 Replacement hire vehicle, if We agree to pay Vehicle Hire Costs but subsequently it is established that the accident resulting in the claim was not entirely the other person's fault, We will not pay any further Vehicle Hire Costs. However, We will not seek to recover any costs from You that We have already paid provided the accident details You have supplied are true and complete.

### 3. Court awards and fines

Fines, penalties, compensation or damages that a court or other authority orders an Insured Person to pay.

### 4. Legal action We have not agreed

Any legal action an Insured Person takes that We or the Appointed Representative have not agreed to, or where an Insured Person does anything that hinders Us or the Appointed Representative.

### 5. Uninsured drivers

The Insured Vehicle being used by anyone, with Your permission, who does not have valid motor insurance.

### 6. A dispute with DAS

A dispute with Us not otherwise dealt with under Section condition 8 Arbitration.

### 7. Judicial review

Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

### 8. Litigant in person

Any claim where an Insured Person is not represented by a law firm or barrister.

## Section conditions

### 1. An insured person's legal representation

- (a) On receiving a claim, if legal representation is necessary, We will appoint a Preferred Law Firm as an Insured Person's Appointed Representative to deal with their claim. They will try to settle the Insured Person's claim by negotiation without having to go to court.
- (b) If the appointed Preferred Law Firm cannot negotiate settlement of the Insured Person's claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the Insured Person may choose a law firm to act as the Appointed Representative.

- (c) If the Insured Person chooses a law firm as their Appointed Representative who is not a Preferred Law Firm, We will give the Insured Person's choice of law firm the opportunity to act on the same terms as a Preferred Law Firm. However if they refuse to act on this basis, the most We will pay is the amount We would have paid if they had agreed to the DAS Standard Terms of Appointment. The amount We will pay a law firm (where acting as the Appointed Representative) is currently £100 per hour. This amount may vary from time to time.
  - (d) The Appointed Representative must co-operate with Us at all times and must keep Us up to date with the progress of the claim.
- 2. An insured person's responsibilities**
- (a) An Insured Person must co-operate fully with Us and the Appointed Representative.
  - (b) An Insured Person must give the Appointed Representative any instructions that We ask them to.
- 3. Offers to settle a claim**
- (a) An Insured Person must tell Us if anyone offers to settle a claim. An Insured Person must not negotiate or agree to a settlement without Our written consent.
  - (b) If an Insured Person does not accept a reasonable offer to settle a claim, We may refuse to pay further Costs and Expenses.
  - (c) We may decide to pay the Insured Person the reasonable value of their claim, instead of starting or continuing legal action. In these circumstances the Insured Person must allow Us to take over and pursue or settle any claim in their name. The Insured Person must allow Us to pursue at Our own expense and for Our own benefit, any claim for compensation against any other person and the Insured Person must give Us all the information and help We need to do so.
- 4. Assessing and recovering costs**
- (a) An Insured Person must instruct the Appointed Representative to have Costs and Expenses taxed, assessed or audited if We ask for this.
  - (b) An Insured Person must take every step to recover Costs and Expenses that We have to pay and must pay Us any amounts that are recovered.
- 5. Cancelling and appointed representative's appointment**
- If the Appointed Representative refuses to continue acting for an Insured Person with good reason, or if the Insured Person dismisses the Appointed Representative without good reason, the cover We provide will end immediately, unless We agree to appoint another Appointed Representative.
- 6. Withdrawing cover**
- If an Insured Person settles or withdraws a claim without Our agreement, or does not give suitable instructions to the Appointed Representative, We can withdraw cover and will be entitled to reclaim from the Insured Person any Costs and Expenses We have paid.
- 7. Expert opinion**
- We may require the Insured Person to get, at their own expense, an opinion from an expert that We consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by Us and the cost agreed in writing between You and Us. Subject to this, We will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that an Insured Person will recover damages (or obtain any other legal remedy that We have agreed to) or make a successful defence.
- 8. Arbitration**
- If there is a disagreement about the handling of a claim and it is not resolved through Our internal complaints procedure, the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))
- If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, We will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

## **9. Keeping to the Policy terms**

An Insured Person must:

- (a) Keep to the terms and conditions of this Policy
- (b) Take reasonable steps to avoid and prevent claims
- (c) Take reasonable steps to avoid incurring unnecessary costs
- (d) Send everything We ask for, in writing, and
- (e) Report to Us full and factual details of any claim as soon as possible and give Us any information We need.

## **10. Fraudulent claims**

We will, at Our discretion, void the Section (make it invalid) from the date of claim, or alleged claim, and/or We will not pay the claim if:

- (a) A claim an Insured Person has made to obtain benefit under this Section is fraudulent or intentionally exaggerated, or
- (b) A false declaration or statement is made in support of a claim.

## **11. Claims under this Policy by a third party**

Apart from Us, the Insured Person is the only person who may enforce all or any part by a third party of this Section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the Section in relation to any third-party rights or interest.

## **12. Other insurances**

If any claim covered under this Section is also covered by another policy, or would have been covered if this Section did not exist, We will only pay Our share of the claim even if the other insurer refuses the claim.

## **13. Law that applies**

This Section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where You normally live. Otherwise the law of England and Wales applies.

All Acts of Parliament mentioned in this Section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

# Complaints

## Our Promise to You

Our goal is to provide excellent customer service to all Our customers but We recognise that sometimes things may go wrong, We take all complaints seriously and aim to resolve all of Our customers' problems promptly.

If this Policy does not meet with Your requirements, please return all Your documents and Motor Certificate(s) to the insurance agent who arranged Your Policy within 14 days of receipt. We will return any premium paid in full as long as Your vehicle has not been written off as the result of a claim under the insurance.

If You wish to terminate the cover at any other time please contact the insurance agent who arranged Your Policy and any return premium calculation will be as stated in this Policy.

## How to Complain

If You have any enquiry arising from Your Policy please contact Your insurance agent who arranged the Policy for You quoting the Policy number in all cases

If You have a complaint arising from Your Policy please contact

Complaints Manager  
**Arch Insurance (UK) Limited**  
3rd Floor  
33 Gracechurch Street  
London EC3V 0BT  
complaints@archinsurance.co.uk

For complaints relating to the Motor Legal Protection please contact

Customer Relations Department  
**DAS Legal Expenses Insurance Company Limited**  
DAS House  
Quay Side  
Temple Back  
Bristol BS1 6NH

customerrelations@das.co.uk  
**0344 893 9013**

Or complete an online complaint form at [www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)

If We have not resolved Your complaint within eight Weeks, You may be able to refer it to the Financial Ombudsman Service. You must do this within six months of receiving Our final response letter. Contact details for the Financial Ombudsman Service are:

**Financial Ombudsman Service Exchange Tower**  
London E14 9SR

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

Telephone: 0800 023 4567/ 0300 123 9 123  
Fax: 020 7964 1001

*Email:* complaint.info@financial-ombudsman.org.uk

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. Following the complaints procedure does not affect Your rights to take legal action

## Financial Services Compensation Scheme

Arch Insurance (UK) Limited, DAS Legal Expenses Insurance Company Limited and the insurers of this Policy are covered by the Financial Services Compensation Scheme (FSCS)

If any are unable to meet their obligations You may be entitled to compensation from the scheme depending on the type of insurance and the circumstances of the claim

Their telephone number is **0800 678 1100** or **020 7741 4100**. Alternatively, more information can be found at [www.fscs.org.uk](http://www.fscs.org.uk)



### Arch UK Regional Division

Arch Insurance (UK) Limited, 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ – (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The Arch Insurance Group includes FCA registered companies, such as Thomas Underwriting Agency Limited (FCA number 304302) and Axiom Underwriting Agency Limited (FCA number 441460), registered at the address provided, who may act as intermediaries for certain insurers.

00509-0330220