



# SOUTHERN ROCK

**Southern Rock Insurance**

Commercial Vehicle Insurance  
Policy Wording

May 2018

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# Contract of Insurance

## Introduction

This Policy is a contract between Us and You, the Policyholder.

In return for You paying or agreeing to pay the premium, We will provide cover, subject to the Terms, Exceptions, Exclusions, Conditions and Endorsements contained in or endorsed upon this Policy for the cover shown in Your Motor Insurance Schedule for accident, injury, loss or damage that happens during the Period of Insurance shown on Your Certificate of Motor Insurance and within the Territorial Limits.

This contract of insurance is based on the answers and any other information You gave Us when taking out cover that is confirmed in the Commercial Vehicle Statement of Insurance. It is an offence under the Road Traffic Act to make a false statement or withhold information for the purposes of obtaining Motor Insurance.

If You are a Consumer, You are required by the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care to answer all questions asked honestly, accurately and to the best of Your knowledge and that any other information given either verbally or in writing by You, or on Your behalf, at the time You applied for insurance is also complete. Failure to supply accurate and complete answers may mean Your Policy is invalid and that it does not operate in the event of a claim.

Non consumers are required by the Insurance Act 2015 to make a fair presentation of the risk to be insured. Failure to present a fair presentation of risk may mean Your Policy is invalid and that it does not operate in the event of a claim.

Your Commercial Vehicle Insurance contract is made up of the following documents, which should be read together:

- This Insurance Policy Document
- The Motor Insurance Schedule
- The Certificate of Motor Insurance
- The Commercial Vehicle Statement of Insurance

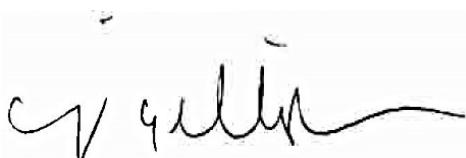
Please carefully read all the documents that form Your contract of insurance and make sure that the insurance meets with Your requirements.

You must inform Your Broker immediately either by email at [contactus@businesschoicedirect.co.uk](mailto:contactus@businesschoicedirect.co.uk) or by calling 0344 776 5305 if any of the details are incorrect or if You have any concerns with this Commercial Vehicle Policy, or You do not understand it or any Terms or Conditions contained in it. Please keep all Your documents in a safe place. If, at any stage You would like to receive a new copy of Your Policy document, please contact Your Broker.

Your commercial vehicle insurance is underwritten by:

Southern Rock Insurance Company Limited.

If, for any reason, Southern Rock Insurance Company Limited is unable to fulfil all or part of its responsibility to You under Your Policy, You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). Further information about Your insurer and the compensation scheme arrangements can be found under the general information section of this document.



Christopher Gilligan  
Managing Director

## Your Cancellation Rights - Cooling Off Period

You have the right to cancel this contract of insurance without giving any reason, within 14 days of receiving the Policy documents or the start date of the Policy, whichever is later.

If You exercise Your right to cancel during this initial period of cover, You will be entitled to a refund of premium paid provided cover has not yet commenced, that You have not made a claim, or a claim having been made against You. If cover has commenced, Your refund will be subject to a deduction for the time You have been covered and for any costs incurred in issuing the Policy. All administration fees and charges are detailed fully in the Broker's Terms of Business.

## How to Make a Claim

### Claims Helpline Number

0344 840 9500

### Notification

To make a claim, or to report an incident which may result in a claim, call the 24 hour Claims Helpline on 0344 840 9500. Lines are open 365 days a year. Please note that You must report all incidents to Us, within 24 hours of the incident, ideally within the first hour. This is regardless of whether You wish to make a claim under the Policy or not. Delay in notification of an incident to Us may invalidate Your right to claim. When You call, please have ready Your current Certificate of Motor Insurance, details of the driver if other than yourself, Your Vehicle, and details of the incident itself. If Your claim is due to Theft, attempted Theft or vandalism You must also inform the police and obtain a crime reference number. Our operators will take down full details of the incident. Our operators will also provide every assistance to ensure the least inconvenience to You, and through the use of the extensive Approved Repairer network, can ensure (if Your cover is relevant) a fast and efficient repair.

### If You Have an Accident

Regardless of blame it is important that You take the following action:

#### Stop:

Stop as soon as possible, in a safe place (if You have a warning triangle, place it well before the obstruction). If anybody has been injured, call the police and ambulance service.

#### Sketch:

Make a quick sketch of the direction and final position of each vehicle (it is worth keeping a pen and paper in Your Vehicle). If You have a dashboard camera, ensure you save any footage it has recorded.

#### Note Down:

You will need to make a note of:

- The vehicle registration number, name, address and telephone number of any other drivers involved in the accident.
- The number of passengers in each vehicle.
- The name and address of anyone who is injured (or suggesting they have been injured).
- The name, address and telephone number of any witnesses to the accident.
- The name, telephone number and constabulary of any police officer who attends the accident.

#### Take a Photo:

If You have a mobile phone with You that is fitted with a camera, try and take photographs to support the positions of the vehicles and the extent of damage.

#### Provide:

You must give Your own details to anyone who has reasonable grounds for requesting them.

#### DO NOT:

Do not admit responsibility, either verbally or in writing, or offer to make any payment. Instead, ask any other person involved in the accident to contact Us on the 24 hour claims helpline number above. By getting the other person(s) involved in the accident to ring the 24 hour helpline, You will give him/ her the opportunity of obtaining Our assistance in progressing repairs.

If for any reason You have not been able to exchange details with other drivers or owners of property or You were in collision with an animal, You must report the accident to the police as soon as possible and certainly within 24 hours of the accident.

We will deal with Your claim and claims made against You, as quickly and fairly as possible. Please read the General Conditions in this Policy document. For Our joint protection, telephone calls may be recorded and monitored by Us.

### Windscreen Claims Notification

To make a claim, please contact the Glass Helpline on 0800 955 0108 to arrange for replacement or repair of Your windscreen or windows. Windscreen and Glass Cover is set out in Section 6. of the Policy. Please ensure You have the relevant cover before claiming.

## **Definition of Terms**

Whenever the following words or phrases appear and start with a capital letter, they will have the meanings as described below.

### **Accessories**

Parts of Your Vehicle that are not directly related to how it works as a Vehicle. This includes radio, cassette, disc player or similar component, which forms part of Your Vehicle.

### **Certificate of Motor Insurance**

Shows the Vehicle We are insuring, who may drive the Vehicle (where 'any authorised driver' is stated, refer to the Motor Insurance Schedule for restrictions), what it may be used for and the Period of Insurance.

### **Commercial Vehicle Statement of Insurance**

A record of statements You have made and information confirmed to Us.

### **Endorsement**

An extra or alternative wording that changes the terms of Your Policy. The Endorsements, which may apply are contained within Your Policy Document and shown in Your Motor Insurance Schedule.

### **Fire**

Fire, lightning and explosion.

### **Great Britain**

England, Scotland, and Wales.

### **General Conditions**

These describe Your responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the Policy is cancelled.

### **General Exclusions**

These describe the things that are not covered by the Policy. They are in addition to those shown under the heading 'Exclusions' in each of the Sections detailing the cover provided.

### **Hazardous Goods**

The term Hazardous Goods means those goods or substances referred to in any legislation and related regulations governing the carriage of dangerous goods by road, including provisions relating to classification packaging and labelling, as may be of application from time to time in England and Wales.

### **Indemnity (Indemnified/Indemnify)**

A legal principle which ensures that You are placed as near as possible in the same position after a loss, as You occupied immediately before the loss, by providing compensation for the losses and liabilities.

### **Market Value**

The cost of replacing Your Vehicle in the United Kingdom with one of similar type and condition.

### **Motor Insurance Schedule**

The Schedule should be read in conjunction with the Policy. It provides details of Us, Your Vehicle, Cover, Endorsements, premium, Excess where applicable, and states the sections of this Policy document that apply to Your contract.

### **Period of Insurance**

The period of time covered by this Policy, as shown in the Motor Insurance Schedule and any other period that We agree to insure You for.

### **Policy**

This booklet, which sets out the details of cover and all the terms and conditions that apply, is one part of the Contract.

### **Policy Excess**

The amount of any claim You will have to pay if Your Vehicle is lost, stolen or damaged, irrespective of fault.

### **Retail Client**

An individual or sole trader (including a partnership in England and Wales).

### **Territorial Limits**

United Kingdom.

### **Trailer**

Any drawbar Trailer, semi-Trailer, horsebox or caravan.

### **Theft**

Theft or attempted Theft, or the taking of Your Vehicle without Your permission with the intention of permanently depriving you of Your Vehicle..

### **United Kingdom**

Great Britain, Northern Ireland, Isle of Man and Channel Islands.

### **We/Us/Our**

Southern Rock Insurance Company Limited.

### **You/Your**

Insured/Policyholder/Company or Trading name as stated in the Motor Insurance Schedule, Commercial Vehicle Statement of Insurance and Certificate of Motor Insurance.

### **Your Vehicle**

Your Vehicle with the registration number shown on Your Certificate of Motor Insurance and Motor Insurance Schedule and Accessories on or attached to it.

## Policy Cover Index

Policy Cover	Comprehensive	Third Party Fire and Theft	Third Party Only
Section 1. Loss and Damage (Excl. Windscreen Damage)	✓	✓*	X
Section 2. Liability to Third Parties	✓	✓	✓
Section 3. Medical Expenses	✓	X	X
Section 4. Emergency Medical Treatment	✓	✓	✓
Section 5. No Claims Discount	✓	✓	✓
Section 6. Windscreen and Glass Cover	✓	X	X
Section 7. Foreign Travel	✓	✓	✓

\*Section1 only applies to Third Party and Theft policies for loss or damage caused directly by Fire or Theft.

## Section 1. Loss and Damage (Excl. Windscreen Damage)

### Loss of or Damage to Your Vehicle, Accessories or Spare Parts

In the event of Your Vehicle, Accessories and spare parts being lost, stolen or damaged, We will either:

- repair the damage;
- replace what is lost or damaged if it is too expensive to repair; or
- pay the cost of the loss or damage

We can choose which of these actions We will take for any claim We accept.

The most We will pay is the Market Value of Your Vehicle, Accessories and spare parts at the time of the loss or damage. We will not pay more than the amount for which You insured them. If, to Our knowledge, Your Vehicle is subject to a hire purchase or leasing agreement, any payment will be made to the owner described in that agreement whose receipt will be a full and final discharge to Us. In the event that Your Vehicle is deemed a total loss or has been stolen and not recovered, We will allow you 14 days after the date we have settled Your claim to change the Vehicle insured under Your Policy. If after 14 days You have not changed the vehicle, Your Policy will be cancelled.

If You are VAT registered You are entitled to recover VAT on the cost of repairs and replacement goods to the extent allowed by law.

If a replacement for any damaged accessory or part of Your Vehicle is not available We will pay the value of the accessory or part at the time of the loss. We will not pay more than the manufacturer's last quoted list price in the United Kingdom for the accessory or part. If such list is not available the most We will pay is the manufacturer's list price in the United Kingdom for an equivalent accessory or part.

We may use Accessories or parts, which are not made or supplied by the manufacturer or Your Vehicle but are of a similar type and quality to the ones we are replacing.

We reserve the right to replace any parts with a part that is standard to the manufacture of the Vehicle.

If Your Vehicle has been modified We will only pay the costs associated with repairing, or returning the Vehicle to the manufacturer's standard specifications.

We will not be responsible for additional storage costs caused by the unavailability of an accessory or spare part nor the cost of importation of any.

### Accident Recovery

If Your Vehicle cannot be driven because of the loss or damage covered under this Policy, We will pay the cost of protecting Your Vehicle and taking it to the nearest competent repairer. After it has been repaired We will pay the cost of delivering it to Your address in the United Kingdom.

We will retain, at Our discretion, the right to the salvage of Your Vehicle following a total loss for disposal in accordance with the Association of British Insurers (A.B.I) code of practice.

If We settle a total loss claim under this section of the Policy, Your lost or damaged Vehicle becomes Our property and You must send Us its registration document (V5 or V5C).

## **Young/Inexperienced Drivers**

A Young driver is someone who is under the age of 25. An inexperienced driver is someone aged 25 and over and holds a provisional licence or who has held a Full UK/EU driving licence for less than 12 months.

If Your Vehicle or any of its Accessories or spare parts are damaged whilst Your Vehicle is being driven by, or in the charge of or last used and parked by a person who is Young or inexperienced, You will have to pay the amount shown below towards any claim.

The standard Policy Excess is stated on Your Motor Insurance Schedule. The following are additional Excesses for the reasons stated:

Additional Excess	
Inexperienced Driver aged 25yrs and over	£300
Young Driver aged 21-24yrs (Inclusive)	£350
Young Driver 17-20yrs (Inclusive)	£550

The above values are in addition to any Excess You have agreed to pay for the first part of any own damage claim as stated in the Motor Insurance Schedule. You will not have to pay the amounts shown above if the loss or damage is caused by Fire or Theft. A standard Fire & Theft Excess of £200 applies. If We pay the whole amount of the claim, You must immediately pay Us the amount of Excess stated in Your Motor Insurance Schedule.

## **In-Vehicle Entertainment, Communication and Navigation Equipment**

This Policy will cover the loss of or damage to any radio, cassette, disc player or similar apparatus and component parts and is limited to the maximum payable (shown below) upon any one occasion when loss or damage occurs. This cover applies only to equipment permanently fitted to Your Vehicle.

Cover	Maximum Payable
Comprehensive	£250
Third Party Fire & Theft	£100

The cover levels shown are prior to deduction of the applicable Policy Excess. Portable items that can function independently of Your Vehicle such as radar detection equipment, personal digital assistants or portable

GPS navigators, cassette tapes, compact discs, DVDs, Dashboard-cameras, MP3 Players, DVD Players or any form of Tablets are not covered under this section.

## **Excess(es)/Endorsement(s)**

For full details of any excess(es)/endorsement(s) which may apply to a particular claim, please refer to Your Motor Insurance Schedule.

## **Exclusions to Section 1 of Your Policy**

We will NOT pay for any of the following:

1. Depreciation, wear and tear, mechanical, electrical and electronic breakdowns or failures, or equipment or computer malfunctions.
2. Loss of use of Your Vehicle.
3. Damage to tyres by application of brakes or by punctures, cuts or bursts.
4. Any amount above the cost of any parts or Accessories according to the manufacturer's last published list price plus the reasonable cost of fitting.
5. Loss where property is obtained or attempted to be obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, un-collectible, irrecoverable or irredeemable for any reason.
6. Loss resulting from repossession of Your Vehicle or return to its rightful owner.
7. Loss or damage to the contents of Your Vehicle including but not limited to:
  - money, stamps, tickets, documents, securities, lottery tickets, raffle tickets, promotional vouchers or Air Miles vouchers
  - goods, tools or samples carried in connection with any trade or profession
  - property that is covered under any other Policy
  - tapes, cassettes, compact and mini discs, citizen band radios, phones or phone equipment
8. Loss of or damage to Your Vehicle arising from it being taken by, or driven by, a person who was not an insured driver under the Policy, but was a member of Your family or household or any other person known to You, unless You can prove that the person intended to permanently deprive You of Your Vehicle and You have actively assisted in the prosecution of the person(s).

9. Loss of or damage to Your Vehicle arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
10. Loss of value to Your Vehicle following repairs.
11. Loss or damage arising from the Theft of or from Your Vehicle whilst the ignition and or entry and or immobilisation key(s) transmitter(s) or other entry devices have been left in or on Your Vehicle.
12. Loss or damage arising from Theft from Your Vehicle if all openings have not been locked when there is no one in the Vehicle.
13. Loss or damage caused by an inappropriate type or grade of fuel being used.
14. Loss of or damage to Your Vehicle, arising from Theft, attempted Theft, malicious damage or vandalism when alarms, immobilisers and tracking devices are not fully operational or switched on when Your Vehicle is left unattended.
15. Any increase in damage as a result of Your Vehicle being moved under its own power following an incident, Fire or Theft, unless Your Vehicle is causing an obstruction.
16. Damage caused by frost or freezing.
17. That part of the cost of any repair or replacement which improves Your Vehicle beyond its condition immediately before the loss or damage occurred.
18. Failure or inability of any equipment or any computer programme to recognise, correctly interpret or process any date as the true or correct date, or to continue to function correctly beyond that date.
19. Loss or damage arising out of any intentional damage to any property or the death of or injury to any person caused by or incurred with the consent or connivance of the insured.
20. Any loss or damage whatsoever arising out of the deliberate use of the Your vehicle:
  - a. to cause damage to other vehicles or property; and/or
  - b. to cause injury to any person and/or to put any person(s) in fear of injury.
  - c. to commit suicide.
21. Loss or Theft of keys, remote controls or security devices.
22. Loss or damage resulting from using machinery attached to Your Vehicle, as a tool of trade, unless specifically agreed at inception.
23. Any storage charges unless You tell Us about them and We agree in writing to pay for them.
24. Loss or damage arising when Your Vehicle is involved in an accident following which You, a driver described on Your Certificate of Motor Insurance as an insured driver, or any other person are:
  - Driving with an alcohol level in excess of the legal limit;
  - Driving while unfit through drink or drugs, whether prescribed or otherwise;
  - Failing to provide a blood, urine or breath specimen (other than for roadside test), for analysis, when required to do so, without lawful reason.
25. Loss of or damage to Accessories and spare parts by Theft if Your Vehicle is not stolen at the same time.
26. Loss of Your Vehicle by deception of someone who claims to be a buyer.
27. Loss or damage whilst You, anyone insured under Your Policy, or anyone You give authority to, undertakes any form of repairs or improvements to Your Vehicle who is not qualified to do so.
28. Loss or damage if at the time of an incident, regardless of type, be that accident, Fire, malicious damage or Theft, Your Vehicle is used in an unsafe or unroadworthy condition or, where such regulations require, does not have a current M.O.T certificate (You may be asked to provide details to show that Your Vehicle was regularly maintained and kept in a good condition).
29. Loss or damage if Your Vehicle is being driven by someone who does not have a valid Driving Licence or who is driving outside of the conditions of their driving licence.
30. Personal belongings.
31. Loss or damage up to the amount of the Excess that appears in Your Motor Insurance Schedule.
32. Loss or damage if Your Vehicle is used on the Nurburgring Nordschleife, or for racing formally or informally against another motorist, pace-making, competitions, rallies, track days, trials or tests, speed trials or speed tests, either on a road, track, or at an off-road 4x4 event.

## Section 2. Liability to Third Parties

**It is not intended that The Contracts (Rights of Third Parties) Act 1999 gives anyone else any rights under this Policy including the right to enforce any part of it.**

### What is covered

We will insure You against everything You legally have to pay to people who claim for damages, costs and expenses if they arise from a claim caused by an accident whilst You or a driver named on the Certificate of Motor Insurance are driving, loading or unloading (directly from Your Vehicle), or in charge of Your Vehicle, if You kill or injure other people.

We will insure You for Your legal liability for:

- damage to Third Party property for no more than £2,000,000
- legal costs and expenses for no more than £3,000,000

In respect of any one occurrence or series of occurrences arising out of the one event.

### Cover Provided for Other People

If You ask Us to, We will give the following people the same insurance cover We give You:

- any passenger travelling in or getting into or out of Your Vehicle
- the employer of anyone You allow to drive Your Vehicle if they are allowed by Your Certificate of Motor Insurance, providing the Vehicle is not owned by the employer

### Your Legally Appointed Representatives

If anyone insured under this Policy becomes deceased. We will transfer the protection We promise under this Policy to Your legal personal representatives.

### Legal Fees and Expenses

If We give Our prior written agreement We will pay the fees of the legal representatives We instruct to:

- a) Represent anyone insured under this Policy at any Coroner's inquest of Fatal Accident Inquiry and to defend proceedings in a Court of Summary Jurisdiction for any incident which might give rise to a claim under part (b) below;
- b) Defend anyone insured under this Policy if legal proceedings are taken against that person for manslaughter or causing death by reckless driving.
- c) Defend anyone insured under this Policy if legal proceedings are taken against that person for manslaughter or causing death after drinking alcohol or taking drugs.

This cover for legal fees and expenses only applies if:

- You ask Us to provide the cover and We agree to provide it; and
- The death or deaths giving rise to the proceedings are caused by an incident covered by this Policy.
- The event causing the deaths must have happened within the Territorial Limits.

### Exclusions to Section 2 of Your Policy

The Cover under this section will not apply:

1. Unless the person driving holds a licence to drive such a Vehicle, and has held a licence to drive such a Vehicle at the time of the incident giving rise to the claim, and is not disqualified from holding or obtaining such a licence except when Your Vehicle is being driven and a licence is not required by law.
2. To anyone who is not driving Your Vehicle if that person knows that the driver has never held a licence to drive it or does not hold a valid licence to drive or is disqualified from holding or obtaining such a licence at the time of the incident giving rise to the claim.
3. To Indemnify any person:
  - if such person is entitled to Indemnity under any other Policy
4. Unless he/she shall observe, fulfil and be subject to the terms, exclusions and conditions of this Policy in so far as they can apply
5. In respect of death of or bodily injury to any person in the employment of the person claiming to be Indemnified arising out of and in the course of such employment except as required by any relevant Road Traffic Legislation.
6. In respect of death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with:
  - the bringing of the load to Your Vehicle for loading thereon or;
  - the taking away of the load from Your Vehicle after unloading by any person other than the driver or attendant of Your Vehicle
7. Except for liabilities incurred under any relevant Road Traffic Legislation:
  - death or bodily injury to the person driving or in charge of Your Vehicle
  - legal liability when a Trailer or broken-down Vehicle is being towed for profit
  - damage to Your own Vehicle
  - any claim resulting from preparing, selling or supplying of any goods, food or drink from Your Vehicle

8. In respect of damage to any Vehicle in connection with which indemnity is provided by this section.
9. For loss or damage to property belonging to or in the custody or control of any person insured under this part of the Policy.
10. To Indemnify any person involved in an accident following which You, a driver described on Your Certificate of Motor Insurance as an insured driver, or any other person are:
  - Driving with an alcohol level in excess of the legal limit;
  - Driving while unfit through drink or drugs, whether prescribed or otherwise;
  - Failing to provide a blood, urine or breath specimen (other than for roadside test), for analysis, when required to do so, without lawful reason
11. To indemnify any person involved in an accident arising out of the deliberate use of Your vehicle:
  - to cause damage to other vehicles or property; and/or
  - to cause injury to any person and/or to put any person(s) in fear of injury.
  - to commit suicide.
12. To indemnify any person involved in an accident where the Vehicle insured is used on the Nurburgring Nordschleife, or for racing formally or informally against another motorist, pace-making, competitions, rallies, track days, trials or tests, speed trials or speed tests, either on a road, track, or at an off-road 4x4 event.
13. To any liability, injury, loss or damage resulting from anything sold, transported or supplied by You or on Your behalf.

## Section 3. Medical Expenses

If You, Your driver or any of Your passengers are injured in an incident involving Your Vehicle, We will pay the medical expenses of up to £100 for each insured person.

## Section 4. Emergency Medical Treatment

We will pay for emergency treatment as required under the Road Traffic Act. Any payment made under this section will not affect Your No Claims Discount.

## Section 5. No Claims Discount

We may reduce the premium You pay when You renew Your Policy subject to no payments being made for any claims which occurred within the current Period of Insurance. If You do not have any claims during the current period of insurance, We will increase Your existing no claims discount entitlement by 1 year up to a maximum of 9 years, whether Your no claims discount is protected or not.

In the event of a claim, an unprotected discount will be reduced in accordance with Our scale shown below, applicable at such time regardless of which vehicle was involved. We reserve the right to retain proof of Your no claims entitlement until all payments due have been made.

NCD (years) at the start of Your current Period of Insurance	NCD (years) at the start of Your current Period of Insurance	NCD (years) at the start of Your current Period of Insurance	NCD (years) at the start of Your current Period of Insurance
0	0	0	0
1	0	0	0
2	0	0	0
3	1	0	0
4	2	0	0
5	3	1	0
6	4	2	0
7	5	3	0
8	6	4	0
9+	7	5	0

## No Claims Discount Protection

If You have selected this protection and it is shown on Your Motor Insurance Schedule, any discount entitlement shall be maintained provided that no more than two claims have arisen in any five consecutive years.

In the event of a claim during the Period of Insurance, Your current protected no claims discount entitlement will be reduced in accordance with Our scale shown below, applicable at such time regardless of which vehicle was involved. We reserve the right to retain proof of Your no claims entitlement until all payments due have been made.

No Claims Discount Protection Step Back Rules					
NCD (years) at the start of Your current Period of Insurance	NCD (years) with 1 claim in 5 years prior to Renewal Date	NCD (years) with 2 claims in 5 years prior to Renewal Date	NCD (years) with 3 claims in 5 years prior to Renewal Date	NCD (years) with 4 claims in 5 years prior to Renewal Date	NCD (years) with 5 or more claims in 5 years prior to Renewal Date
4	4	4	2	0	0
5	5	5	3	1	0
6	6	6	4	2	0
7	7	7	5	3	0
8	8	8	6	4	0
9	9	9	7	5	0

### No Claims Discount Step Back Rules at Cancellation

In the event of Your Policy being cancelled during the Period of Insurance, either by Us or by You, Your no claims discount entitlement will be calculated using the applicable no claims discount scale shown above.

We reserve the right to issue zero no claims discount entitlement if the no claims discount provided by You, or Your previous Insurer, cannot be verified.

## Section 6. Windscreen and Glass Cover

We will pay for a broken or damaged windscreens or windows in Your Vehicle and scratching of the bodywork caused by them breaking. Furthermore, if Your Vehicle is fitted with an Advances Driver Assist System (ADAS), We will also pay for Camera and Sensor Calibration (CSC) if required after a repair or replacement.

You will pay the Excess shown in the table below towards each claim for a broken windscreens or windows. If the damage is repairable and does not require a replacement windscreens or windows, or Camera and Sensor Calibration, then the Excess does not apply. Provided you contact the Glass Helpline to arrange for replacement or repair of Your windscreens or windows, the cover provided by this Policy will be unlimited. However, if any other repairer is used then cover will be restricted to £100, less the standard Excess.

Any payment under Section 6 solely for the breakage of Your windscreens or windows shall not affect any entitlements to No Claims Discount. To make a windscreens claim please contact the Glass Helpline on 0800 955 0108.

Windscreens / Windows	Excess
Replacement only	£75
Repair or Replacement requiring Camera and Sensor Calibration (CSC)	£150

### Exclusions to Section 6 – Windscreens/Glass Cover

We will NOT pay for any of the following:

1. Any damage if You do not have cover under Section 6.
2. Any damage to sun roofs, roof panels, lights or reflectors whether glass or plastic.
3. Any amount greater than the Market Value of Your Vehicle at the time of the incident.
4. Any incidents due to mechanical failure of automatic or manual sun roofs or roof panels.
5. Any incident, loss or damage whilst Your Vehicle is being driven outside the Territorial Limits. Claims for these incidents shall be dealt with under Policy Section 1 and may be subject to an accidental damage excess as detailed in Your Motor Insurance Schedule
6. Where Policy cover is upgraded to Comprehensive following a change to the insured vehicle during the term of the Policy, all benefits under Section 6 Windscreens and Glass Cover remain excluded.

## Conditions to Section 6

1. No claim against this Policy will be considered if reported more than thirty days after the expiry of Your Commercial Vehicle Insurance Policy, regardless of the date on which the damage occurred.
2. Damage that happened before the start of the Policy is not covered.
3. No claims can be made under this section of the Policy for acts of malicious damage or vandalism. Claims for these incidents shall be dealt with under Policy Section 1.

## Section 7. Foreign Travel

### European Union Compulsory Insurance

In compliance with European Union (EU) directives the insurance provided by this Policy will allow the minimum cover required to use Your Vehicle in:

- Any country which is a member of the European Union.
- Any country which the Commission of the EU is satisfied has made arrangements to meet the requirements of Article 7.2 of the EU directive of Civil Liabilities arising from the use of Motor Vehicles.

#### Countries include:

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland (including Liechtenstein) and The Channel Islands.

#### Foreign Use

In addition to this minimum cover the insurance provides the cover shown in Your Motor Insurance Schedule in any country referred to above, subject to Your permanent place of residence being within the Territorial Limits.

#### Cover under this section includes:

- Cover for up to 30 days providing Your Vehicle is taxed and registered within the United Kingdom.
- Transit by sea or rail in or between countries referred to above.
- If Your Vehicle is not fit to drive and is in or between countries referred to above and providing You have loss or damage covered under this Policy and We agree beforehand, We will reimburse you for any customs duty You may have to pay.

As above, Your Policy includes 30 days cover for You to drive Your Vehicle in the countries listed above in any 12-month period. Once this period has elapsed the minimum required cover will apply. This level of cover will be the minimum needed to follow the laws on the compulsory insurance of motor vehicles of the country in which the accident happens. Where the level of cover in any European Union Member State is less than that provided by the legal minimum requirements of United Kingdom, the level of cover that applies in United Kingdom will apply in that Member State.

In addition to the standard 30 days cover, We can offer the following extensions if required, and You should contact your Broker to arrange this at least 14 days in advance. A charge will be applied for this facility as shown below:

Period	Charge (including Insurance Premium Tax)
31 to 60 Days	£31.50
61 to 90 Days	£72.00
91 Days and Above	Not Available

### Exclusions to Section 7

The following is not covered:

1. Any loss, damage or liability if Your permanent place of residence is not within the Territorial Limits.

## General Exclusions Applying to the Whole Policy

These General Exclusions apply to all sections of this Policy and describe what is not covered.

These apply as well as the exclusions shown in each section detailing the cover provided.

1. This Policy does not apply when any Vehicle covered by it is:
  - a. Used for any purpose not permitted by the effective Certificate of Motor Insurance.
  - b. Driven by or in the charge of anyone who is not described in the Certificate of Motor Insurance as a person entitled to drive or who is excluded from driving by any Endorsement or covered by another Policy.
  - c. Notwithstanding anything to the contrary in General Exclusion 1 (a) or 1 (b) above, the Indemnity to the insured in connection with Your Vehicle shall operate while Your Vehicle is in the custody or control of a member of the Motor Trade and used only for the purpose of its overhaul, upkeep or repair.
  - d. Driven by or in the charge of anyone who does not have a valid driving licence or who is disqualified from driving or who has not held a driving licence or who is prevented by law from holding one or who is driving outside the conditions or limitations of their driving licence, particularly, but not limited to, that of not being accompanied by a qualified driver whilst holding a provisional driving licence.
  - e. Driven by or in the charge of anyone who does not keep to the conditions of their driving licence.
  - f. Used to tow, for reward, any Trailer, Caravan or vehicle (or any property in the Trailer, Caravan or vehicle).
  - g. Used to carry passengers or goods in a way likely to affect the safe driving and control of the vehicle.
  - h. Driven by, or is in the charge of for the purpose of being driven by any person to whom Your Vehicle has been hired.
  - i. Involved in any incident regardless of type, be that Accident, Fire, Malicious Damage, Theft or attempted Theft and does not have a valid MOT Certificate in force at the time of the incident.
  - j. Used in an unsafe or unroadworthy condition or, where such regulations require, does not have a current MOT Certificate (You may be asked to provide details to show that Your Vehicle was regularly maintained and kept in a good condition).
  - k. Driven by or in the charge of anyone who does not meet all the conditions described in the Endorsements in Your Motor Insurance Schedule and all the General Conditions Applying to the Whole Policy and any other Terms of this Policy.
  - l. Involved in an incident following which You, a driver described on Your Certificate of Motor Insurance as an insured driver, or any other person are:
    - Driving with an alcohol level in excess of the legal limit;
    - Driving while unfit through drink or drugs;
    - Failing to provide a blood, urine or breath specimen (other than for a roadside test), for analysis
2. This Policy does not cover any loss, damage, liability, expense or bodily injury which is directly or indirectly caused by, contributed to or arising from:
  - a. Ionising radiations or contamination by radioactivity from any eradicated nuclear fuel 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.
3. Except to the extent that We are liable under the Road Traffic Act, this Policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:
  - a. Terrorism, war, invasion, act of foreign enemy, hostilities or warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
  - b. Any action taken in controlling, preventing, suppressing or in any way relating to (a) above.
4. Except to the extent that We are liable under the Road Traffic Act, this Policy does not cover death or bodily injury to any person or damage to any property which is directly or indirectly caused by pollution or contamination, unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the Period of Insurance and is sudden, identifiable, unintended and unexpected. We will consider the pollution to have happened at the time the incident took place.
5. If You or anyone acting on Your behalf knowingly commit a fraudulent act or submit a fraudulent document or make a fraudulent statement or exaggerate any claim made under the Policy, We will not pay the claim and cover under this and all other insurances currently in force with Us with which You are connected will cease immediately. You will not be entitled to any refund of premium under this or any other Policy with Us.
6. This Policy does not apply when any Vehicle covered by it is towing more than one caravan, Trailer or disabled mechanically propelled vehicle at any one time.
7. We will not pay for loss of or damage to any property in or on the Trailer regardless of whether it is being towed by or attached to Your Vehicle.

8. Except to the extent that We are liable under the Road Traffic Acts, this Policy does not cover loss or damage arising, during or in consequence of:
  - a. Earthquake.
  - b. Riot or civil commotion occurring elsewhere than in Great Britain or the Isle of Man except as required by any Road Traffic Act.
9. This Policy does not cover loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
10. This Policy does not cover loss of or damage to Your Vehicle where possession is obtained by fraud or deception.
11. This Policy does not provide cover for any incident, injury, damage, loss, consequential loss or liability of any nature whatsoever while Your Vehicle is in or on that part of an aerodrome, airport, airfield or military base provided for:
  - a) the take off or landing of aircraft and/or the movement of aircraft on the surface.
  - b) aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas.
  - c) customs examination areas in passenger terminals except as required by any relevant Road Traffic Legislation.
12. This Policy does not cover loss or damage to Your Vehicle whilst being used on the Nürburgring Nordschleife, or for racing formally or informally against another motorist, pace-making, competitions, rallies, track days, trials or tests, speed trials or speed tests, either on a road, track, or at an off-road 4x4 event.
13. This Policy does not provide cover for incident, injury, damage or loss for any person involved in an accident arising out of the deliberate use of Your vehicle:
  - a) to cause damage to other vehicles or property; and/ or
  - b) to cause injury to any person and/or to put any person(s) in fear of injury.
  - c) to commit suicide
14. This Policy does not provide cover for any incident, injury, damage or loss caused directly or indirectly by carrying of Hazardous Goods, other than to meet the requirements of any relevant Road Traffic Legislation.
15. This Policy does not provide any cover when Your Vehicle is towing for hire and reward any Trailer or disabled mechanically propelled Vehicle.
16. This Policy does not provide cover for any incident, injury, damage or loss when Your Vehicle is:
  - a) carrying an unsafe load.
  - b) towing a Trailer which is unsafe or has an insecure load except as required by any relevant Road Traffic Legislation.
17. This Policy does not cover any liability, loss or damage caused by explosion, sparks or ashes from Your Vehicle, or from any Trailer or machinery attached to, or detached from it.
18. Any decision or action of a court which is not within the Territorial Limits is not covered by this Policy unless the proceedings are brought or a judgement is given in a foreign court because Your Car was used in that Country and We had agreed to cover it there.
19. This Policy will not cover Your Vehicle if it is used or kept in any way that breaks any security requirements imposed by an Endorsement.
20. We will not pay for any liability that you have accepted under any agreement in relation to any incident that may give rise to a claim, unless we agree you are responsible for that liability without there being an agreement in place.
21. This Policy does not cover any damage or liability caused by a Vehicle being towed by Your Vehicle.
22. Except as required under the Road Traffic Acts, this Policy does not cover any loss or damage caused by war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, civil commotion, assuming the proportions of or amounting to an uprising military usurped power.
23. This Policy does not cover securing the release of a Vehicle which has been seized by, or on behalf of, any government or public authority.
24. This Policy does not provide cover for use of any description on footpaths, bridleways or restricted byways and only provides cover to meet the minimum insurance requirements under the Road Traffic Act for vehicular use on a byway open to traffic.
25. This Policy does not cover any loss, damage or liability if Your permanent place of residence is not within the Territorial Limits.
26. This Policy does not provide cover to anyone who fails to keep to the Terms, Exceptions, Exclusions, Conditions and Endorsement(s) of the Motor Insurance Policy.

# General Conditions applying to the whole Policy

The following General Conditions apply to all of this Policy. These describe Your responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the Policy is cancelled. If You do not meet the terms and conditions of this Policy, it could make the cover invalid or mean We may refuse to pay Your claim.

## 1. Your Cancellation Rights – Cooling-Off Period

You have the right to cancel Your Policy during a period of 14 days either from the day of purchase of the contract or the day on which You receive Your Policy documentation, whichever is later. If You wish to exercise Your right to cancel during this initial period of cover, You may do so by notifying Us of the cancellation in writing. You will be entitled to a refund of the premium paid (as long as You have not made a claim, or a claim having been made against You), subject to a deduction for the time You have been covered and for any cost incurred in issuing the Policy, as detailed in the Broker's Terms of Business.

### Cancelling Your Policy (Outside the Cooling-Off Period)

You may cancel this Policy at any time by notifying Us of the cancellation of Your Policy in writing. On cancellation of Your Policy and subject to You not having made a claim or a claim having been made against You, any refund of premiums will be calculated on a pro-rata basis and paid to You after deducting the cancellation charge, as set out in the Broker's Terms of Business.

We have the right to cancel Your Policy at any time by giving You seven days' notice in writing where there is an exceptional or valid reason for doing so. We will send Our cancellation letter to the latest address We have for You and will set out the reason for cancellation in Our letter. Exceptional or valid reasons may include but are not limited to:

- a. Where We have been unable to collect a premium payment, In this case We will contact You requesting payment. If We do not receive payment We will write to You notifying a period for payment, after which We may cancel Your Policy. If We have not received Your payment by the end of the period notified to You, We will issue a letter confirming We have cancelled Your Policy.
- b. Where You are required in accordance with the Terms of this Policy Booklet to co-operate with Us, or send Us information or documentation and You fail to do so in a way that significantly hinders Our ability to process a claim, or Our ability to defend Our interests We may issue a cancellation letter to advise You and We will cancel Your Policy if You fail to co-operate with Us or provide the required information or documentation within the seven day cancellation notice period.
- c. Where We do not receive evidence of Your no claim discount, licences for all drivers named on Your Policy or any other valid requests to support the accuracy of information You gave Us and on which Your insurance Terms are based upon.
- d. Where You do not take care of Your Vehicle as required in the General Conditions Applying to the Whole Policy, Section 3 - Care of Your Vehicle.
- e. Where necessary to comply with any applicable laws or regulations.
- f. If We decide for reasons of strategy or cost that it is no longer viable for Us to continue to provide cover within the particular country or market sector that applies to Your Policy.
- g. In the unlikely event that for any of the reasons listed in General Exclusions Applying to the Whole Policy, points 3 and / or 8, We expect to experience unsustainable losses for the particular country or market sector that applies to Your Policy.

Alternatively, we have the right to cancel Your Policy immediately, at any time during Your Policy Period, where there is evidence of fraud or a valid reason for doing so. We will still send Our cancellation letter to the latest address We have for You and will set out the reason for cancellation in Our letter. Valid reasons allowing us to immediately cancel may include but are not limited to:

- a. Where You deliberately or recklessly tell Us something which is untrue or misleading in response to any question We ask You when You take out cover under this Policy, or amend Your cover under this Policy.
- b. Where You have carelessly misrepresented relevant information which, if correctly represented at the time of application, would have caused Us to decline You for cover.
- c. Where We have evidence of fraud or dishonesty.
- d. Where We have evidence of abusive or threatening behaviour.
- e. If we discover that Your Vehicle is currently impounded by any government or public authority.
- f. Not having paid or agreeing to pay the premium.
- g. If You are in breach of any of the Terms, Exceptions, Exclusions, Conditions or Endorsements contained in or endorsed upon this Policy.
- h. In the event that Your Vehicle has been deemed a total loss or has been stolen and not recovered but have not changed the vehicle insured under Your Policy within 14 days of the claim being settled.

**Note:** If We cancel Your cover as a result of points a. or c. directly above, We will not return any premiums You have paid.

## Premium position upon cancellation by Us:

If premium has been paid for any period beyond the date of cancellation of this insurance, the relevant pro-rata portion of this premium will be refunded to You, subject to cancellation reasons a. or c. set out above. If however an incident has arisen during the Period of Insurance, which has or will give rise to a claim, then no refund will be issued.

## 2. Non Payment of Premiums

We reserve the right to cancel this Policy immediately on written notice in the event of non-payment of the premium. If You are paying the premiums monthly and You fail to pay an instalment when due, or fail to maintain a Direct Debit Mandate and such default is not corrected within the time permitted by the Consumer Credit Act 1974, the whole of the outstanding balance will become due and payable. If this sum is not paid within seven days, the insurance cover will be cancelled. In the event of a total loss claim under this Policy, all remaining monthly premiums for the period of the insurance contract will immediately become due. We reserve the right to deduct this amount from the claims settlement.

## 3. Other Insurance

If You claim for anything that is covered by any other insurance, We will only pay Our share.

## 4. Care of Your Vehicle

Your Vehicle must be covered by a valid Department of Transport Test (MOT) Certificate if You need one by law. You must do all You can to protect Your Vehicle and contents and keep Your Vehicle in a safe and roadworthy condition. If We ask, You must let Us examine Your Vehicle at any time. You or any insured driver must take all steps to protect Your Vehicle from loss or damage by:

- a. Ensuring any security system fitted to the Vehicle is fully operational at all times when Your Vehicle is left unattended.
- b. Removing the ignition key or similar device and ensuring all doors, windows and other openings are closed and locked whilst Your Vehicle is left unattended.
- c. Maintaining Your Vehicle in an efficient and roadworthy condition and We may examine Your Vehicle at any time.
- d. Ensuring You have a valid Department of Transport Test Certificate (MOT) for Your Vehicle if one is needed by law.
- e. Ensuring You do not hand over the ignition key or similar device to anyone other than a garage employee within the garage premises when taking Your Vehicle for repair. Do not leave the ignition key or similar device with anyone else or in a post box.

## 5. Your Duty – Changes which may affect Your cover

### Your Duty as a Consumer (as defined in the Consumer Insurance (Disclosure and Representations) Act 2012)

When purchasing, amending and renewing Your insurance Policy, You are required by the Consumer Insurance (Disclosure and Representations) Act to take reasonable care to answer all questions honestly, accurately and to the best of Your knowledge and that any other information given either verbally or in writing by You or on Your behalf at the time You purchased, amended or renewed Your insurance is also complete and has been given honestly and to the best of Your knowledge and belief. Failure to supply accurate and complete answers may mean Your Policy is invalid and that it does not operate in the event of a claim.

If You are unsure of Your answer to a particular question, You should make reasonable efforts to obtain the information required to answer it correctly.

### This insurance will only apply if:

- The person claiming has kept to all the Terms and conditions of this Policy.
- All the information You have given and upon which the Policy is based is correct and complete.

### Your duty as a Non-Consumer - The duty of fair presentation

Before purchasing, amending and renewing Your insurance Policy, You have a duty under the Insurance Act 2015 to make a fair presentation of the risk to be insured. Failure to present a fair presentation of risk may mean Your Policy is invalid and that it does not operate in the event of a claim.

### Changes which may affect Your cover

If Your circumstances change throughout the Period of Insurance You must tell Your Broker, whether You believe this is relevant to Us or not. The list below is not exhaustive but gives You an indication of changes You should tell Us or Your Broker about:

- Changes made to Your Vehicle which improve its value, performance or handling.
- You or anyone covered by this Policy changing from a Provisional to a Full Driving Licence when passing the practical driving test to become a qualified driver or having their driving licence suspended or revoked.

- Changing Your Vehicle or its Registration Number – If You change Your Vehicle, we reserve the right to request proof of ownership and or confirmation of the registered keeper.
- The Vehicle being modified from the manufacturer's standard specification or if You intend to change or modify it (including the addition of optional fit accessories such as spoilers, skirts, alloy wheels etc.)
- Your Vehicle being used for a purpose not included on Your Certificate of Motor Insurance.
- You or anyone covered by this Policy being convicted of a motoring offence other than fixed penalty parking tickets or receives a driving licence endorsement or convicted of a non-motoring criminal conviction.
- The address where Your Vehicle is normally kept changing.
- There is a change to the main driver of Your Vehicle.
- You or anyone covered by this Policy ceasing or changing jobs, or starting a new job, including any part-time work.
- You or anyone covered by this Policy has had insurance refused, cancelled or had special Terms applied.
- You or anyone covered by this Policy developing a health condition that requires notification to the DVLA, or an existing condition worsens and or results in your driving licence being restricted.

Once You have told Us about the change We will reassess Your cover and premium. For some changes You may need to pay an additional premium, for some changes You may get a return premium and some changes may be unacceptable to Us. If the change results in Your insurance premium decreasing but you have an at fault or pending claim on Your policy, You will not be entitled to a return premium.

You should keep a record of the information You give in relation to this Policy. If You fail to adhere to Your Duty, as outlined above, We may:

- Reject Your claim.
- Reduce, make deductions from or pay only a proportion of Your claim.
- Cancel or invalidate the Policy.
- Void the Policy, which means to treat the Policy as though it never existed.
- Do a combination of the above.

You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain Motor Insurance.

## **6. Claims Procedure**

After any accident or incident You must call Our 24 hour Claims Helpline within 24 hours of the incident, ideally within 1 hour. This is regardless of whether You wish to make a claim under the Policy or not. Delay in notification of an incident to Us may invalidate Your right to claim. To make a claim, or to report an incident which may result in a claim, call the 24 hour Claims Helpline on: 0344 840 9500.

- You should immediately send Your Broker any communication You receive about the incident.
- You must immediately let Your Broker know if anyone insured under this Policy is to be prosecuted as a result of the incident, or there is to be an inquest following a fatal accident.
- You, or anyone else claiming under this Policy, must not admit to any claim, promise any payment or refuse any claim without Our written consent.

We can take over, if We so wish, and conduct in Your name or the name of the person claiming under the Policy the defence or settlement of any claim or take proceedings for Our own benefit to recover any payment We have made under this Policy. We shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this Policy shall give Us all the assistance necessary in order for Us to achieve settlement, if You fail to assist this may invalidate cover and result in the cancellation of Your Policy.

In the event of a claim covered by this Policy You must still pay the premium. We reserve the right to deduct any outstanding premium from the claim payment, if the claim is for loss of or damage to Your Vehicle, which is covered by this Policy. If payment is not made We:

- May cancel this Policy in accordance with Section 1 of the General Conditions Applying to the Whole Policy and seek payment of the outstanding balance of premium.
- May refuse to pay any claim arising from an occurrence on or after the due date of the premium.
- May recover from You the outstanding balance of premium or seek reimbursement from You of any claim payment, which has already been made.

## Total Loss / Stolen Unrecovered Vehicles

In the event that Your Vehicle is deemed a total loss or has been stolen and not recovered, We will allow you 14 days after your claim has been settled to change the Vehicle insured under Your Policy. If after 14 days You have not changed the vehicle, Your Policy will be cancelled.

## 7. Right of Recovery

If under the laws of any country in which this insurance applies, We have to make payments which but for those laws would not be covered by this Policy, You must repay the amounts to Us. If any claims or other monies are paid to You by mistake for any reason, or a claim has been paid which We later find to be fraudulent, false or exaggerated, You must repay the amount paid by Us.

You or the person who caused the accident must also repay Us any money We have to pay because of any agreement We have with the Motor Insurers' Bureau.

Any payment We make under this condition will prejudice Your No Claim Discount and will also mean that there will be no entitlement to a refund of premium if the Policy is cancelled or declared void.

## 8. Choice of Law

The appropriate law as set out below will apply unless You and We agree otherwise:

- a. The law applying in that part of the United Kingdom or The Isle of Man in which You normally live or (if applicable) the first named Policyholder normally lives; or
- b. In the case of a business, the law applying in that part of the United Kingdom or The Isle of Man where it has its principal place of business; or
- c. Should neither of the above be applicable, the law of England and Wales will apply.

## Application of Limits of Indemnity

In the event of any accident involving Indemnity to more than one person any limitation by the terms of this Policy or of any Endorsement thereon of the amount of any Indemnity shall apply to the aggregate amount of Indemnity to all persons Indemnified and such Indemnity shall apply in priority to You.

# General Information

## 1. The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if We cannot meet Our obligations. This will depend on the circumstances of the claim. Further information about the compensation scheme arrangements can be found on the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to:

Financial Services Compensation Scheme, 7th Floor, Portsoken Street, London, E1 8BN.

## 2. 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. Your privacy is important to Us and We assure You that We will respect Your personal information. We will share information with other insurers and We will use Your information to manage Your insurance with Us, including underwriting, claims handling and statistical analysis. Please be aware this may include disclosing Your personal information to any agents who provide services on Our behalf, including those located outside the European Economic Area. By accepting this insurance You consent to such use of Your personal data.

Please refer to the supplementary document titled "Data Protection Notice".

### Sensitive Data

In order to assess the Terms of the insurance contract or administer claims which arise, We may also need to collect sensitive data such as medical history or criminal convictions. We will not use this data except for the specific purpose for which You provide it and to provide the services described in Your Policy booklet.

You should show this notice to anyone insured to drive Your Vehicle covered under this Policy.

For more information on Data Protection legislation You may also write to the Information Commissioner's Office at: Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

Telephone: 0303 123 1113

E-mail: casework@ico.org.uk

## **Access To Your Information**

You can write to Your Broker at any time to obtain details of the information held about You. Please write to:  
Data Protection Officer, Business Choice Direct Insurance, 1st Floor Stoneham Gate, Stoneham Lane, Eastleigh SO50 9NW.

### **3. Motor Insurance Database (MID)**

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

- I. Electronic Licensing
- II. Continuous Insurance Enforcement
- III. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- IV. The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving

If You are involved in a road traffic incident (either in the United Kingdom, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic incident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds Your correct registration mark. If it is incorrectly shown on the MID You are at risk of having Your Vehicle seized by the police. Please let Us know immediately if Your vehicle registration mark is showing incorrectly on Your documents. It is a legal requirement in Great Britain to have continuous insurance in place for Your Vehicle and if there is no record on the MID showing Your Vehicle is insured and You have not declared it as "off road" by completing a SORN (Statutory Off Road Notification), You may receive a letter from the DVLA advising that You could receive a fine or prosecution and the vehicle could also be clamped, seized and ultimately destroyed. You can check that Your correct registration number details are shown on the MID website at [www.askmid.com](http://www.askmid.com).

**You should show this notice to anyone insured to drive Your Vehicle covered under this Policy.**

Please note that the MID does not constitute proof of insurance. In order to be able to prove that Your Vehicle is insured You should carry Your Certificate of Motor Insurance with You when using Your Vehicle.

### **4. DVLA My Licence**

This section explains how we may use details you provide us with. You should show this notice to anyone covered or proposed to be covered under this policy / prospective policy. For details relating to information held about you by the Driver and Vehicle Licensing Agency ("DVLA") please visit [www.dvla.gov.uk](http://www.dvla.gov.uk).

I. For Insurance underwriting purposes i.e. to examine the potential risk in relation to Your (and / or a third party's) prospective policy so that we can:

- Provide your (or any person included on the Statement of Insurance) Driving Licence Number ("DLN") to the DVLA to confirm your (or relevant person included on the Statement of Insurance) licence status, entitlement and relevant restriction information and endorsement/conviction data. Searches may be carried out prior to the date of the insurance policy and at any point throughout the duration of your insurance policy, including at the mid-term adjustment or renewal stage. A search of the DLN with the DVLA should not show a footprint against Your (or another relevant person included on the Statement of Insurance) driving licence.
- Search Your (or any person included on the Statement of Insurance) 'No Claims Discount' details against a No Claims Discount database ("NCD") to obtain information in relation to Your 'No Claims Discount' entitlement. Such searches may be carried out against Your (or the relevant person included on the Statement of Insurance) DLN, name, date of birth, Vehicle Registration Mark ("VRM") and or postcode. A search of the DLN against the NCD should not show a footprint against Your (or another relevant person included on the Statement of Insurance) driving licence. Searches may be carried out at point of quote and if an insurance Policy is inceptioned at the renewal stage.

II. For Anti-Fraud Purposes i.e. to detect and prevent fraudulent claims and/or activities by:

- Undertaking searches against your (or any person included on the Statement of Insurance) DLN against details held by the DVLA to confirm your licence status, entitlement and restriction information and endorsement/conviction data. This helps insurers check information to prevent fraud and reduce incidences of negligent misrepresentation and non-disclosure. A search of the DLN with the DVLA should not show a footprint against your (or another relevant person included on the Statement of Insurance) driving licence.
- Search your (or any person included on the Statement of Insurance) 'No Claims Discount' details against a No Claims Discount database ("NCD") to obtain information in relation to your 'No Claims Discount' entitlement. Such searches may be carried out against your (or the relevant person included on the Statement of Insurance) DLN, name, date of birth, Vehicle Registration Mark ("VRM") and or postcode. A search of the DLN against the NCD should not show a footprint against your (or another relevant person included on the Statement of Insurance) driving licence.

We will pass details of your 'No Claims Discount' to certain organisations to be recorded on a NCD database. This will occur if information requires updating or correcting at any stage, and also at the renewal stage of your policy and upon or after the cancellation of your policy prior to the expiry date.

## 5. Fraud Prevention and Detection

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

In order to prevent and detect fraud We may at any time share information about You with other organisations and public bodies including the police. We may check and/or file Your details with fraud prevention agencies and databases, and if You give Us false or inaccurate information and We suspect fraud, We will record this.

We and other organisations may also 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.

In addition We may undertake credit searches and conduct additional fraud searches, which may include requests for copy driving licences, utility bills and other documentation (such as proof of occupation) to establish the identity of any person applying for insurance and validity of policy information.

### Credit Searches and Accounting

In assessing an application for insurance or Policy renewal, We may search files made available to Us by credit reference agencies. They keep a record of that search. We may also pass to credit reference agencies information We hold about You and Your payment record with Us. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud. We may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by Us, acceptance or rejection of Your application will not depend only on the results of the credit scoring process.

Please contact Your Broker if You want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. Some of the registers We make use of are:

- The Claims and Underwriting Exchange (CUE). This is administered by The Motor Insurance Bureau. The CUE database is used by most United Kingdom insurers and holds details of most motor and household insurance claims.
- Insurance Hunter. This is a central insurance anti-fraud system to which other insurers also have access. This database is designed to combat activities such as identity theft and money laundering.
- The Motor Insurance Anti-Fraud and Theft Register (MIAFTR). This central database contains details of stolen and written off vehicles. This is administered by the MIB.

To protect Your interests, We will check any information provided against these registers for completeness and accuracy. If We find that false or inaccurate information has been given to Us, or We suspect fraud We will take action, which could result in prosecution. You should show this notice to anyone insured to drive Your Car covered under this Policy.

## **6. Regulatory Information**

The insurer of Your Policy will be clearly shown on Your Certificate of Motor Insurance.

Southern Rock Insurance Company Limited, Office 3Ac, Leisure Island Business Centre, 23 Ocean Village Promenade, Gibraltar. Southern Rock Insurance Company Limited is authorised and regulated by the Financial Services Commission. Registered in Gibraltar. No. 93137.

## **7. Complaints Procedure**

It is always Our intention to provide You with a high level of customer service. However, if Our service ever falls below the standard You would expect, please let Us know by following the procedure below:

### **If Your complaint concerns Us**

Should You wish to raise a complaint, please do so in writing by e-mailing [complaints@sricl.com](mailto:complaints@sricl.com). You may also contact Us by letter; please send this to:

Complaints Department, Southern Rock Insurance Company Limited, Office 3Ac Leisure Island Business Centre, 23 Ocean Village Promenade, Gibraltar.

If You make a complaint and it cannot be resolved immediately or within 3 working days, We will send You a written acknowledgement. This acknowledgement letter will let You know who is dealing with Your concerns.

We will endeavour to resolve the matter as soon as possible. We will fully investigate Your complaint using all the information available to Us, and Our Complaints Department will make every effort to address Your concerns.

To ensure We deal with Your complaint fully Our investigations can sometimes take a little longer. If they do, We will provide You with a final response usually within four weeks or explain Our position until we are able to provide timescales for responding. If Our investigations take longer than four weeks We will keep You fully informed of the position until We are able to provide You with a final response.

Should We fail to offer You a final response within eight weeks of the initial date of Your complaint, or if You are not satisfied with Our response, You may refer the dispute to the Financial Ombudsman within six months of receiving Our final response letter. Their address is:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Tel: 0800 023 4567 or 0300 123 9 123

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

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

Nothing in this process will adversely affect Your rights of law.

### **If Your complaint concerns Your Broker**

Please refer to your Broker's Terms of Business.

## **8. Customer comments**

To ensure that We provide the kind of service You expect We welcome Your feedback in order that We can improve Our products and services.

## **9. Use of Language**

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

## **10. Deregulation Act 2015**

### **How this affects You**

As a result of the Deregulation Act coming into effect, the need for a Certificate of Motor Insurance to be delivered before a motorist is validly insured, for the purposes of the Road Traffic Act, has been removed. As such, failing to return a Certificate of Motor Insurance is also no longer an offence under the Road Traffic Act. A greater reliance will now be placed upon the Motor Insurance Database (MID) for identifying that the relevant cover is in place for a motor vehicle. Ultimately, whether or not you are in receipt of a Certificate of Motor Insurance as a means to identify Your Vehicle's insurance is superseded by the information held on the Motor Insurance Database. As such, in order to confirm that you have effective motor insurance for Your Vehicle, we strongly recommend that you check the Motor Insurance Database, which can be found at [www.askmid.com](http://www.askmid.com).

Please note that if You have any communications from Us regarding the cancellation of Your policy, the Motor Insurance Database (MID) will be updated in line with such communication. The holding of a Certificate of Motor Insurance no longer evidences that you have a valid and existing policy of insurance.

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**Customer Services**  
**0344 776 5305**  
**[contactus@businesschoicedirect.co.uk](mailto:contactus@businesschoicedirect.co.uk)**

**Claims Helpline**  
**0344 840 9500**

**Windscreen Claims**  
**0800 955 0108**



**Southern Rock Insurance Company Limited**  
Office 3Ac,  
Leisure Island Business Centre,  
23 Ocean Village Promenade, Gibraltar.