



MOTOR INSURANCE POLICY

About your Policy

Insurance policies are legal contracts and your insurance documents serve as evidence of the contract you have made with us. To understand exactly what cover we are providing to you, the following documents need to be read in conjunction with each other:

- ◆ **Policy Wording (this document)** – This is our standard policy wording containing details of what is covered and what is excluded by the various sections.
- ◆ **Endorsements** – These amend or supplement the standard cover shown in the Policy Wording.
- ◆ **Schedule** – This contains details of you, the vehicle, the period of insurance, the type of cover and the premium.
- ◆ **Motor Insurance Certificate** – This is the evidence of insurance cover as required by law and it is the document you must show to the Police or Law Courts if asked.
- ◆ **Statement of Facts** – This records the information on which this contract of insurance is based (a new Statement of Facts will be sent to you whenever your broker processes a change to this information, and at renewal).
- ◆ **Renewal Notice** – This sets out any changes to the Policy Wording and Schedule details which apply from renewal date.

Please read and check these documents very carefully and keep them in a safe place. If you have any questions about the cover we are providing, or you wish to change the cover, please contact your Insurance Broker immediately.

If during the period of insurance the cover provided by your insurance policy is changed, replacement documents incorporating the changes will be issued.

The Insurance

You having paid or agreed to pay the premium, we will give you the insurance cover shown in the Schedule under the terms of the policy. The insurance applies anywhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands (or whilst in transit between ports in this area) for the period of insurance shown in the Schedule and Motor Insurance Certificate. The information provided by you and recorded in the Statement of Facts is incorporated into and forms the basis of this contract of insurance.



Definitions

The following words have the meaning shown below wherever they appear in the policy:

We/us/our – the authorised insurers, named in the schedule, (Broker Direct Plc will handle claims on behalf of the authorised insurers).

You/your – the person named in the Schedule as the policyholder.

Vehicle – a) the motor car specified in the Certificate, and any courtesy car supplied by us whilst the vehicle is being repaired:

- b) spare parts and accessories fitted in or on to the vehicle, or whilst removed and kept inside your private garage.

Excess – the amount which you must pay towards a claim.

◆ SECTION 1

Accidental damage to the vehicle

(not applicable if cover is Third Party Fire & Theft or Third Party Only)

1. We will pay for damage to the vehicle, which is not covered under Section 2 – Fire or Theft.
2. In addition, we will pay:
 - ◆ for a courtesy car, when the vehicle is being repaired by a Broker Direct Authorised Repairer;
 - ◆ up to £100 for personal effects damaged in an incident for which there is a valid claim under paragraph 1 of this Section.

Windscreen

Any payment made solely in respect of damage to glass in the vehicle's windscreen or windows and any scratching to the bodywork caused by the broken glass will not reduce your No Claims Discount.

◆ SECTION 2

Fire and Theft

(not applicable if cover is Third Party Only)

1. We will pay for loss of or damage to the vehicle caused by fire, lightning, explosion, theft or attempted theft.
2. In addition, we will pay:
 - ◆ up to £100 for personal effects lost or damaged in an incident for which there is a valid claim under paragraph 1 of this Section.

Note: All cover under Sections 1 and 2 is subject to the Exceptions, Basis of Settlement, and Conditions stated in this policy.

EXCEPTIONS TO SECTIONS 1 & 2

We will not pay for:

- ◆ Any excess shown in the Endorsements.
 - ◆ Damage which existed before the incident for which you are claiming.
 - ◆ Loss of use, wear and tear, consequential loss, depreciation, mechanical or electrical or electronic or computer failures or breakdowns or breakages, damage caused by freezing, losses you sustain through not being able to use the vehicle and the cost of hiring another vehicle.
 - ◆ Reduction in value of the vehicle as a result of damage, whether repaired or not.
 - ◆ Audio equipment, telephones, two-way radios, and their ancillary equipment, unless fitted permanently to the vehicle (see also "Basis of Settlement").
- Note:** *If such equipment is designed to be removable or partly removable and cannot function independently of the vehicle, we will pay for loss or damage occurring in a building when the equipment has been removed temporarily for safekeeping.*
- ◆ Loss as a result of any person obtaining or attempting to obtain the vehicle using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.
 - ◆ Loss of or damage to the vehicle where possession is obtained by fraud, trick or false pretences.
 - ◆ Loss resulting from repossession of the vehicle or restitution to its rightful owner.
 - ◆ Damage caused deliberately by you or anyone driving or using the vehicle with your permission.
 - ◆ Loss of or damage to the vehicle resulting from unauthorised use of the vehicle by a person known to you, unless that person is convicted for theft.
 - ◆ Property stolen from an open or convertible vehicle, unless taken from a locked boot or locked glove compartment.
 - ◆ Losses arising from the use of keys which had been left in or around the vehicle.
 - ◆ Loss or damage defined in the General Exceptions.



Any insurance for personal effects does not cover money, stamps, tickets, documents, securities or property insured under any other policy.

BASIS OF SETTLEMENT SECTIONS 1 & 2

- ◆ We will, at our option, make a payment of cash or repair or reinstate or replace parts, following loss of or damage to the vehicle.
Repairs will usually be carried out by the nearest Broker Direct Authorised Repairer who will guarantee the work for three years.
- ◆ If a repair or replacement leaves you with a better vehicle than before the incident, we may ask you to pay a fair contribution to the cost of the claim. We will not require a contribution if, in the event of repair, parts of a like kind and condition as those being replaced are used in place of the original manufacturer's parts.
- ◆ If the vehicle is a total loss (for example, stolen and not recovered or damaged beyond economical repair), we will pay the market value of the vehicle at the time of the incident. We will have the right to own the salvage. We will not be responsible for storage charges resulting from any avoidable delay by you in authorising us to remove the vehicle to free storage.
Market value is the local retail cash value taking into account condition, mileage, service and maintenance history (including MOT certificate status).
- ◆ We will not pay more than the manufacturer's last published list price, plus the reasonable cost of fitting, for any part or accessory.

- ◆ If the vehicle is the subject of a hire purchase or leasing agreement, we will normally make any payment for the total loss or destruction of the car to the legal owner, whose receipt of our payment will be a full and final discharge of our liability.
- ◆ For loss of or damage to the vehicle's audio equipment, navigation systems, telephones, two-way radios, and their ancillary equipment, we will pay the cost of repair or replacement by the contractor appointed by **CLAIMLINE**. The maximum amount payable is £500, unless the equipment was installed by the manufacturer or authorised dealer in accordance with the vehicle manufacturer's specification
- ◆ In the event that the vehicle has been modified from the original specification of the manufacturer, the amount payable in respect of all such modifications will be limited to 25% of the value of the vehicle without such modifications. Any more specific limits of indemnity in this policy take precedence (over this general "Modifications" limit). N.B. If the vehicle is modified such that its performance exceeds that of the manufacturer's original specification all cover under this policy will be null and void.

◆ SECTION 3

Liability to Third Parties

1. We will cover you for legal liability for death of or bodily injury to any person (including passengers), or damage to property, caused by or in connection with the vehicle being used in accordance with your Motor Insurance Certificate.

The cover also applies to:

- ◆ Any other person covered by your Motor Insurance Certificate, providing you gave permission to drive or use the vehicle.
- ◆ Any person who is travelling in the vehicle or getting into or out of the vehicle.
- ◆ If your Motor Insurance Certificate allows business use, the employer of any person permitted by your Certificate to use the vehicle for business purposes.
- ◆ Any person you allow to use (but not drive) the vehicle for social, domestic and pleasure purposes only.
- ◆ The legal representatives of you or any person insured under this policy, who would have been entitled to reimbursement under this Section, in respect of that person's liability.

2. We will pay:

- ◆ Damages, costs and expenses at law.
- ◆ Costs incurred, providing we have given our written consent.

We may also pay at our discretion and provided we have given our written consent:

- ◆ Solicitor's fees for representation at any Magistrates', Coroners' or other Court of Summary Jurisdiction after any incident which may give rise to a claim under this Section.
- ◆ Legal costs to defend any person who is allowed to drive the vehicle against a charge or manslaughter or of causing death by reckless driving.

You must advise us of any such proceedings as soon as you are notified.

Note: All cover under Section 3 is subject to the Exceptions and Conditions stated in this policy.



EXCEPTIONS TO SECTION 3

We do not cover:

- ◆ The legal liability of any person who is driving unless that person holds a licence to drive the vehicle.
- ◆ The legal liability of any person who is not driving, but who makes a claim, if that person knows that the driver did not hold a licence to drive the vehicle.
- ◆ Death of or bodily injury to any passenger in or on a trailer attached to a vehicle insured under this policy, except as required by the Road Traffic Acts.
- ◆ Any part of the claim if there is any other insurance covering the same liability or damage.
- ◆ Loss of or damage to vehicles or property owned by or in the custody or control of any person claiming benefit under your policy.
- ◆ Liability for loss, damage, injury, death or any other cost or expense directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism, except as is necessary to meet the requirements of any compulsory motor insurance legislation in force within the territorial limits of this policy.

Terrorism is defined as:

Any act including, but not limited to, the preparation of, use of or the threat of any force, violence or life threatening act by any person or group of persons acting alone or on behalf of

or in connection with any organisation or government, which appears to be intended to or from its nature and context is done in connection with political, religious, ideological or similar purpose, including the intention to influence, intimidate or coerce any government or put the public or any section of the public in fear or appears to be intended to disrupt any segment of the economy.

Any act deemed by the government to be an act of terrorism.

Loss of or damage to your car is unaffected by this exclusion.

- ◆ Liabilities defined in the General Exceptions.

ADDITIONAL COVER TO SECTION 3

Trailer

We will cover you in respect of any trailer or mechanically disabled vehicle while being towed, as allowed by law, by the vehicle.

We will not be liable:

- ◆ for loss of or damage to the towed trailer or mechanically disabled vehicle ; or
- ◆ while such trailer or vehicle is being towed for reward.

Emergency Treatment

We will pay for the cost of emergency treatment as required by the Road Traffic Acts, resulting from injury caused by an incident involving the vehicle.

Any payment made in respect of emergency treatment alone will not reduce your No Claims Discount.

European Union (EU) Compulsory Insurance

Your cover under Section 3 Liability to Third Parties includes the compulsory minimum insurance cover required to use any vehicle insured by this policy in any member country of the EU and other countries whose insurance arrangements satisfy the requirements of the EU Commission and the relevant EU Directives, as specified in the Motor Insurance Certificate.

Note: Cover under Sections 1 Damage to the Vehicle and/or 2 Fire and Theft is restricted to the use of your vehicle in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, unless extended by Endorsement. If you require cover for the vehicle in other countries, contact your Insurance Broker.

ADDITIONAL BENEFITS FOR ALL OUR POLICYHOLDERS

No Claims Discount (NCD)

Your premium is discounted if you do not make a claim in consecutive periods of insurance.

If you make a claim under your policy, any No Claims Discount will be reduced at next renewal, in accordance with our scale applicable at that time, unless we recover in full the payments we make in settlement of your claim.

Car Sharing

If you receive contributions from passengers as part of a car sharing arrangement for social or other similar purposes, we will not regard this as carrying passengers for hire or reward (or use of the vehicle for hiring) provided that:

- ◆ the total contributions received for the journey do not involve a profit; and

- ◆ the passengers are not carried in the course of a business of carrying passengers; and
- ◆ the vehicle does not carry more than eight passengers plus the driver.

Servicing and Parking

We will continue to provide insurance (but to you only) while the vehicle is in the custody or control of:

- ◆ a member of the motor trade and used only for its own overhaul, upkeep or repair;
- ◆ a hotel, restaurant, car park or other similar establishment for parking purposes only.

Customer Care

The Financial Ombudsman Service may consider a complaint (including a dispute or claim) in connection with this policy, subject to certain conditions which include that the matter has been referred to a Director of Broker Direct whose offer or observations are not accepted by you. The Ombudsman's functions include acting as counsellor, conciliator or adjudicator to resolve the matter. The address of the Financial Ombudsman Service Bureau is South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation should we be unable to meet our obligations. Further information is available on www.fscs.org.uk or you may contact the FSCS on 020 7892 7300.

Driving Other Cars

If your Motor Insurance Certificate states that you may drive another car, the cover whilst driving another car is restricted to Section 3 Liability to Third Parties only.



Vehicle Recovery

If the vehicle cannot be driven after an incident which is covered under Section 1 or Section 2 we will pay the reasonable cost of protecting it and removing it to the nearest Broker Direct Authorised Repairer or another place as agreed by us. We will also pay for it to be brought back to your address shown in the Schedule.

GENERAL TERMS AND CONDITIONS

You or anyone claiming benefit must comply with all the terms and conditions, as far as possible, otherwise you may lose the benefit of your policy.

Claims – The things which you must do

If there is an incident which may result in a claim – either in respect of damage to the vehicle or a possible claim by a third party against you – phone **CLAIMLINE** as soon as possible. **CLAIMLINE** will advise you and safeguard your interest.

You must also:

- ◆ send us immediately any writ or summons or letter before action and any other letter or communication which you receive
- ◆ tell us immediately about any claim or allegation made against you verbally
- ◆ notify us immediately of any impending prosecution, inquest or fatal injury inquiry
- ◆ not admit liability for or negotiate the settlement of any claim
- ◆ give us all the information and assistance which we require.

If the vehicle is stolen, broken into, subject of attempted theft, or damaged deliberately, you must report the incident to the police as soon as possible and obtain a crime reference number.

You are obliged to take all reasonable actions to minimise the cost of a claim under your policy of insurance. We will assist and advise you in this regard, to the best of our ability in the light of our knowledge of the circumstances.

Claims – Rights of the Company

We are entitled to take over and conduct the defence or settlement of any claim.

We may pursue any claim in the name of the person insured for our own benefit and at our own expense.

Compulsory Insurance Law

If the laws of any country require us to make a payment for which we would not otherwise be liable, we have the right to recover the amount from you or the person claiming.

Fraudulent Claims

If you or anyone acting for you makes a claim under the policy knowing the claim to be false or fraudulently presented in any respect, or if any loss or damage or injury is caused by your wilful act or with your connivance, we will not pay the claim and all cover under the policy is forfeited with immediate effect and we will also be entitled to reclaim from you any payments which we have already made or committed to make in respect of the claim.

Looking after the Vehicle

The vehicle must be kept roadworthy and in good repair. In the event of a claim we will have the right to examine the vehicle. Any person covered under the policy must take reasonable steps to protect the vehicle from loss or damage.

Other Insurance

If any loss or damage is covered by any other insurance, we will not pay more than our rateable proportion. This does not override any exception relating to other insurance policies elsewhere in this policy.

Premium Payment

You must pay the premium or any payments under a Credit Agreement in full on demand.

Cancelling your Policy

You may cancel your policy by giving seven days notice and returning your Motor Insurance Certificate to your Insurance Broker.

We may cancel the policy by giving you seven days written notice to your last known address.

- ◆ If you fail to pay an instalment when due, your cover will immediately be reduced to the minimum required under the Road Traffic Act and will remain at this level until the instalment is paid or the policy is cancelled.
- ◆ At cancellation, you are required to return your Motor Insurance Certificate to your broker.

Upon cancellation, a return premium will be calculated and:

- ◆ If you have paid the total premium and not made a claim, a refund may be payable through your broker.
- ◆ If you have been paying the premium by instalments, you remain liable for any outstanding balance and we will write to you to request immediate settlement of any amount due. You will not be entitled to a refund of any instalments already paid.

Confirmation of No Claims Bonus will not be issued if the policy is in arrears or if you fail to return your Motor Insurance Certificate.

Changes in Circumstances

You must tell us immediately about any changes in the information recorded in the Statement of Facts. The relevant information includes information about you, the vehicle, your use of other vehicles, the drivers; as specified in the Statement of Facts.

Failure to tell us about such changes may invalidate your insurance. If you have any doubt as to whether to inform us about any changes, please consult your Insurance Broker.

Law Applicable

The law of England and Wales will apply to this policy unless you reside permanently in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law applicable locally will apply.



GENERAL POLICY EXCEPTIONS

We will not pay for:

Driving and Use of Car

Any claim under any Section of your policy occurring whilst a vehicle which we cover is being:

- ◆ driven or used outside the circumstances defined in your Motor Insurance Certificate, except as provided for in ADDITIONAL BENEFITS, Servicing and Parking;
- ◆ driven by you unless you hold a licence to drive the vehicle;
- ◆ driven by any person:
 - who is not permitted to drive in your Motor Insurance Certificate; or
 - who you know does not hold a licence to drive the vehicle; or
 - who has a Provisional Licence and is not accompanied by a holder of a Full Licence.
- ◆ used in or on restricted areas of airports or airfields or military bases.

War Risks

Any consequence of war, invasion, civil war, rebellion, revolution, act of foreign enemy, hostilities (whether war is declared or not), insurrection or military or usurped power, except as required by the Road Traffic Acts.

Radioactive Contamination and Explosive Nuclear Assemblies

Loss of or damage to any property, any consequential loss, expense, legal liability directly or indirectly caused by, contributed to or arising from:

- ◆ ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- ◆ radioactive, toxic, explosive or hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

Riot and Civil Commotion

Any consequence of riot or civil commotion occurring in Northern Ireland.

Sonic Bangs

Any loss, destruction or damage resulting directly from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Contractual Liability

Any liability accepted by you under an agreement or contract, unless you would have been liable anyway.



In the event of a claim
please refer to your certificate for
your **CLAIMLINE** telephone number

