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Sureterm Specialist Vehicle Policy

Welcome to the Sureterm Direct Limited Specialist Vehicle Policy.

Your policy is a contract between **us** and **you**. The policy document, **certificate of motor insurance**, current **schedule** and any **endorsements** combine to show the extent of **your** cover.

The information provided on any proposal form, declaration or statement of fact have been relied upon by **us** in entering into this contract.

We agree to insure **you** subject to the terms, conditions, definitions, limitations and exclusions contained or endorsed in this **policy** and **schedule** against liability, loss or damage that may occur during any **period of insurance** for which **you** have paid or agreed to pay the premium and is directly sustained in connection with the **vehicle** shown in the **schedule**.

Please read the policy, **schedule** and any **endorsements** to make sure they provide the cover **you** require.

If they are not correct, or do not meet **your** needs, please immediately return this policy document to Sureterm Direct Limited who arranged this insurance for **you**.

Your policy is designed to be amended easily and **we** will issue a new **schedule** or **endorsement** each time the policy is altered. **You** must also tell **us** if at any time the insured value shown in the **schedule** is not enough. Following a claim **we** can make at our option a cash payment, carry out the necessary repairs or replace the item.

This insurance is written in English and all communications about it will be in English. Unless **we** have agreed otherwise with **you**, this insurance is governed by English law.

Please keep **your** policy wording in a safe place. **You** may need to read it if **you** need to make a claim or if **you** need help.

Sureterm Direct Limited is authorised and regulated by the Financial Services Authority. Our FSA registration number is 305300. You can check the FSA register by visiting the FSA's website www.fsa.gov.uk/register/ or by contacting the FSA on 0845 606 1234

Our Service Commitment

Sureterm Direct Limited always aim to provide a high standard of service. However, if **you** have any cause to complain about **your** insurance, or **insurer**, please contact Sureterm Direct Limited in the first instance, who fully administers the insurance. Sureterm Direct Limited can be contacted in the following ways:

- By telephoning Customer Services

0845 20 20 230

- By fax

0845 20 20 250

- By e-mail

complaints@sureterm.com

- In writing

Customer Services Manager
Sureterm Direct Limited
Lancaster House
Meadow Lane
St.Ives
Cambridgeshire
PE27 4ZB

If **your** complaint is against the **insurer**, Sureterm Direct Limited will provide **you** with the details so that **you** can contact the Chief Executive of the **insurer** identified in **your** current **Certificate of Insurance**.

If **you** are not satisfied with the final response from Sureterm Direct Limited or the **insurer** or **you** have not been given their final decision within eight weeks of **your** initial contact, **you** may contact the Financial Ombudsman Service (FOS). The contact details for FOS are:

Financial Ombudsman Service,
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 from the scheme if **we** cannot meet **our** obligations. This depends on the type of business and circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, with no upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim without any upper limit. Further information is available from the Financial Services Authority or the FSCS. The latter can be visited on the web at www.fscs.org.uk or by contacting the FSCS on 020 7892 7300.

You can check the above details on the Financial Services Authority Register by visiting the FSA website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Definitions

Certain words in **your** policy wording are printed in bold type and these words and expressions have been given specific meanings as follows.

We, Us, Our, Company, Insurer

The insurance company detailed on your **Certificate of Motor Insurance**.

You, Your, Yourself, Policyholder

The persons named in the **schedule**.

Geographical limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and while the **insured vehicle** is being transported between any of these countries.

Period of insurance

The period of time covered by the policy as shown in the **schedule**.

Your vehicle or the insured vehicle

Any vehicle specified in the schedule or described in the current **certificate of motor insurance** (and under section 1 only, an attached caravan or trailer).

Risk address

Your home or an alternative address **you** have given **us** and which **we** have accepted regarding where the vehicle will normally be kept overnight.

Home

Within the boundaries of **your** permanent place of residence or the permanent place of residence of **your immediate family**, but excluding communal parking areas and any public road or highway.

Immediate family

Mother, step-mother, father, step-father, son, step-son, daughter, step-daughter, brother, step-brother, sister, step-sister, grandmother and grandfather, aunts and uncles.

Excess

The amount that **you** will have to pay towards the cost of a claim. **You** should be aware that if more than one **excess** applies, **we** will add these together. These are displayed on **your schedule**.

Schedule

The document that details the sections of the policy that apply and confirms any **excesses** and **endorsements** that are applicable.

Endorsement

A change in the terms of the insurance which replaces, amends or qualifies the standard insurance wording and is printed on, or issued with, the **schedule** or a revised **schedule**.

Certificate of Motor Insurance

A document **we** issue that proves **you** have the car insurance you must have by law.

Market Value

The cost of replacing **your vehicle** at the time of the loss or damage, taking into account its make, model, age, mileage and circumstances of its purchase by **you**. This will not exceed the estimate of value that **you** last gave to **us** displayed on the **schedule** – this is the insured value.

Making a claim

On or with **your schedule** will be an **endorsement** that details the contact information that **you** will need to make a claim. Please ensure that **you** use this contact information for all claim related enquiries.

Claims procedures and conditions:

When reporting a claim **you** must give **your** policy number.

When **you** become aware of an event which may result in a claim under this policy:

1 **You must**

- a) provide in writing full details of any injury or loss or damage as soon as possible and in any event within
 - seven (7) days if caused by riot or civil commotion; or
 - thirty (30) days if from any other cause
- b) tell the police immediately if loss or damage has been caused by theft, attempted theft or a malicious act or vandalism and help **us** get back and identify the property
- c) immediately send **us** every letter, claim, writ or summons without answering them
- d) supply at **your** own expense, all reports, certificates, plans, specifications, quantities information and help **we** ask for
- e) give **us** all information, help and evidence **we** need, including the provision of written estimates and proof of ownership and value, where required. **You** must pay any costs involved in doing this.

2 **You must not**

- a) leave any property for **us** to deal with.
- b) dispose of any damaged items until **we** have had the chance to inspect them.
- c) repair any damaged items until **we** have had the chance to inspect them, subject to any temporary emergency repairs as mentioned in point 4.
- d) admit liability or promise to make a payment without **our** prior written permission.

3 **We may do the following.**

- a) Keep the **insured vehicle** and deal with the salvage in a reasonable way.
- b) Negotiate, defend or settle (in **your** name and on **your** behalf) any claim made against **you**.
- c) Prosecute (in **your** name for **our** own benefit), any other person in respect of any amount **we** have paid or must pay.
- d) Appoint a loss adjuster to deal with the claim.
- e) Arrange to repair the damage to the **insured vehicle**.

4 **You** may do the following without prejudicing **your** position.

Carry out temporary emergency repairs to make good the insured vehicle following damage caused by an insured peril.

Our acceptance of liability for any such temporary repair will always be subject to the terms and conditions of the policy.

5 **Our** rights.

- a) **We** may take, or ask **you** to take, any action necessary to get back, from anyone else, any costs **we** have to pay under this policy. **We** may do this before or after **we** pay **your** claim;
- b) **We** may take over the defence or settlement of a claim against **you** by another person.

6 Contribution - other insurances.

If **you** have any other insurance policies which cover the same loss, damage or liability as this policy, **we** will pay only **our** share of the claim.

Important Note:

Our liability under this insurance depends on the cover **we** have agreed to give **you** if **you** have paid the required level of premium.

Cover

Your schedule shows the specific level of cover **you** have requested. Below are all of the options for levels of cover and a note of the sections of this document which apply to that level of cover:

- Comprehensive (also known as Comp) - all sections apply.
- Third party, fire and theft (also known as TPFT) - sections 1, 3, 5 and 10 apply.
- Third party only (also known as TPO) - section 1 and 10 apply.
- Damage, fire and theft (also known as DFT) - only sections 2 and 3 apply but **you** can only have this cover if the **insured vehicle** is not on a public road or in any other public place and is not being used.

The general terms, conditions and exceptions apply to all sections of the insurance.

Use

This policy only covers the **insured vehicle** if it is being used in the way specified in **your certificate of motor insurance** and any associated **endorsement(s)**.

The following uses are not covered.

- Racing, pace-making or being in any contest or speed trial or any rigorous reliability testing on **your insured vehicle** (apart from road safety rallies and treasure hunts)
- Using **your insured vehicle** on any race track or circuit, other than accidents to which the Road Traffic Act applies
- Any purpose connected with the motor trade, unless this use is described in **your certificate of motor insurance**
- Hiring - letting out **your insured vehicle** in return for a sum of money

- Carrying and transporting passengers or goods for a sum of money

Section 1 - Liability to Others

1.1 Driving the insured vehicle

We will insure **you** for all the amounts **you** may be legally liable to pay for death or injury to other people as a result of any accident **you** have while **you** are driving, using or in charge of the **insured vehicle**.

1.2 'Driving Other Vehicles' extension

If **you** have this extension to **your** cover, it will be specifically detailed on **your certificate of motor insurance**. It is important that **you** do not assume that the extension is automatically included.

The extension, if applicable, allows **you** to drive any private car that **you** do not own and have not hired under a hire purchase or leasing agreement, as long as **you** have the owner's permission to drive the vehicle and as long as the vehicle has a current and valid policy of insurance in force.

You are not insured against the following:

- Any loss or damage to the vehicle **you** are driving
- Any event which occurs outside of the United Kingdom
- Any liability if **you** no longer have ownership and have sold the **insured vehicle**
- Any event which occurs when the insurance is not in the name of an individual person
- Any use to drive vans, commercial vehicles, mopeds and motorcycles
- Any use to release an **insured vehicle** if it has been seized by, or on behalf of, any government or public authority

1.3 Other people driving or using the insured vehicle

The following people are also covered to drive the **insured vehicle**:

- Any person **you** allow to drive or use the **insured vehicle**, as long as this is allowed by **your** current **certificate of motor insurance** and has not been excluded by an **endorsement**, exception or condition
- Any person who causes an accident while travelling in or getting into or out of the **insured vehicle** as long as **you** ask us in writing, after the accident to indemnify the passengers

1.4 Limits of indemnity to property damage

The most **we** will pay for damage to property is £20,000,000 for any one claim or claims arising out of one incident. This limit is inclusive of costs and expenses arising from property damage up to £5,000,000 for any one claim (or claims) arising out of one incident.

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

1.5 Business use

If **your certificate of motor insurance** allows business use, **we** will insure **your** employer or business partner against the events shown above under 'Driving the insured vehicle' while **you** are working for that employer or partner, but not while using a vehicle provided by the employer or partner unless that vehicle is shown in the **schedule**.

1.6 Legal personal representatives

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

1.7 Costs and expenses

1.7.1 Legal Expenses

If **we** first agree in writing, **we** will pay:

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

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

1.7.2 Emergency medical treatment – compulsory cover

We will pay for emergency medical treatment that is needed after an accident involving any vehicle which this insurance covers. If this is the only payment **we** make, it will not affect any no claim bonus used on this policy. This cover must be provided under the Road Traffic Acts.

1.8 Towing

Under this section **we** will insure **you** while any vehicle covered by this insurance is towing a caravan, trailer or a broken-down vehicle (Provided this is legally permitted in the country, region or municipality that you are travelling).

We will not pay any claim arising from the following:

- Damage to or loss of the towed caravan, trailer or broken-down vehicle
- Damage to or loss of any property being carried in or on the towed caravan, trailer or broken-down vehicle
- A caravan, trailer or broken-down vehicle being towed for reward
- If more than one caravan, trailer or broken-down vehicle is being towed at any one time.

We will only provide cover if:

- the caravan, trailer or vehicle is properly secured to the **insured vehicle** by towing equipment manufactured for the purpose; and
- the method of towing the caravan, trailer or vehicle stays within the manufacturer's recommended towing limits and any other relevant law

1.9 Exceptions to section 1

This section of **your** insurance does not cover the following:

- Anyone covered by any other insurance for the same liability
- Loss of, or damage to any property belonging to (or in the care of) any person claiming under this section of the insurance
- Loss of or damage to any motor vehicle covered under this insurance
- Death of or bodily injury to any person arising out of and in the course of their employment by the **policyholder** or by any other person claiming under this insurance. This does not apply if **we** need to provide cover due to the requirements of relevant laws
- Any liability, loss or damage arising directly or indirectly from acts of terrorism (as defined in the UK Terrorism Act 2000) unless **we** need to provide the minimum insurance needed under the Road Traffic Acts

Section 2 - Accidental and Malicious Damage to the Insured Vehicle

We will insure the **insured vehicle** against loss or damage caused by accidental or malicious damage and vandalism up to the **market value** of **your car**. If **we** repair **your car** **we** may use suitable parts not supplied by the original manufacturer.

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

Exceptions to this section are detailed in Exceptions to section 2 and 3 below.

Section 3 – Fire and Theft to the Insured Vehicle

We will insure the **insured vehicle** against loss of or damage caused by fire, lightning, self-ignition, explosion, theft and attempted theft or by taking the **insured vehicle** away without **your** permission.

Exceptions to this section are detailed in Exceptions to section 2 and 3 below.

Exceptions to section 2 and 3

Sections 2 and 3 of the insurance do not cover the following:

- The amount of any **excess** shown in the **schedule**
- An amount as compensation for **you** not being able to use **your** vehicle (including the cost of hiring another vehicle)
- Wear and tear to the **insured vehicle**
- Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment
- The **insured vehicle's** value reducing, including loss of value as a result of damage, whether repaired or not
- Repairs or replacements which improve the condition of the **insured vehicle**
- Damage to tyres, unless caused by an accident to the **insured vehicle**
- Damage caused by frost, unless **you** have taken reasonable care to stop the damage happening and have followed the manufacturer's instructions to avoid liquid freezing in **your** vehicle
- Any amount over the last known list price of any part or accessory, plus the reasonable cost of fitting the part or accessory, if the vehicle manufacturer or its agent cannot supply it from stock held in the United Kingdom
- Loss of or damage to the **insured vehicle** by someone who got it by fraud or deception
- Loss resulting from repossessing the **insured vehicle** and returning it to its rightful owner
- Loss or damage arising from the **insured vehicle** being filled with the wrong fuel
- Loss of or damage to the **insured vehicle** or its contents by theft or attempted theft or an unauthorised person taking and driving it if:
 - it has been left unlocked;
 - it has been left with the keys in it;
 - it has been left with the windows or roof panel open; or the roof of a convertible vehicle open; or
 - reasonable precautions have not been taken to protect it from loss or damage

For a claim under Section 2 or 3 **we** may either:

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

The most **we** will pay will be the lesser amount of either:

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

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

Section 4 – Accessories and audio, visual or telephone equipment

The **insured vehicle's** spare parts and fitted accessories are insured in the same way, (this includes the maker's tool kit and the vehicle's safety equipment). **We** only provide this cover if the spare parts and accessories are only used with the **insured vehicle**, are kept in or on the **insured vehicle** and fall within the maximum amount **we** pay.

The manufacturers permanently-fitted audio, visual and telephone equipment is also insured against loss or damage, but **we** will only pay the market value of the equipment at the time of the loss or damage. **We** will only pay up to £400 for items which are not the manufacturer's standard permanently fitted equipment. **We** will not pay for loss of or damage to cassettes, compact or mini discs, DVDs or accessories used with the audio, visual or telephone equipment.

Any satellite navigation equipment or accessories, whether permanently fitted or not, that is not the manufacturer's standard fit, are not covered under this section.

Section 5 - Total loss (write-off)

If the **insured vehicle** is considered to be a write-off, (i.e. if the cost of repair is greater than the market value of the **insured vehicle**), **we** will offer you an amount as compensation. This insurance for the **insured vehicle** will end when **you** accept that offer.

Before **we** pay the compensation, if **we** ask, **you** must:

- return the **certificate of motor insurance**
- pay the balance of the annual premium (if paying by instalments)

The vehicle then becomes **our** property. At **our** discretion, **we** may decide to let the insurance continue on a replacement vehicle.

In some circumstances it may be possible for **you** to retain the salvage of the **insured vehicle**. If this is **your** requirement, please make **us** aware as soon as possible when making a claim. If this is agreed, a deduction is likely on the value of any claim payment. **We** and **you** must act in accordance with the current relevant legislation.

If the **insured vehicle** is less than one year old from the date of **you** buying it new and it is either:

- stolen or lost and not recovered; or
- damaged so that repairs will cost more than 50% of the manufacturer's Recommended Retail Price (including taxes);

We may replace the **insured vehicle** with a new vehicle of the same make, model and specification, if one is available. If one is not available in the United Kingdom, **we** will pay an amount equal to that which was paid when **you** bought the vehicle, or the current manufacturer's Recommended Retail Price (including taxes), whichever is less.

The lost or damaged vehicle will then belong to **us**. (**We** will only provide this benefit if **you** ask for it and anyone with a financial interest in the **insured vehicle** agrees. The insurance must be in the name of an individual.)

Section 6 - Windscreen damage

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

Your schedule will confirm the **excess** applicable for this type of claim. The limits to the amount **you** can claim for this type of damage will be shown on an **endorsement** on **your schedule**.

The excess **and limits will not apply if the windscreen / window glass is repaired rather than replaced by the authorised windscreen replacement company.**

If this is the only damage **you** are claiming for, this will not affect any no claim bonus used on this policy.

Section 7 - Medical expenses

We will pay up to £500 for each person for the medical expenses of anyone who is injured as a result of an accident occurring while they are in the **insured vehicle**.

Section 8 - Personal accident benefits

We will pay the following amounts if **you** or **your** husband, wife or civil partner accidentally receives an injury or dies within three months of the accident and it is the only cause of that death or injury.

Type of injury	Amount we will pay
Death	£3500
Loss of any limb	£1500
Permanent blindness in one or both eyes	£1500

To be eligible for a payment, the injury or death must:

- be directly connected with the **insured vehicle's** accident; or
- have happened when **you** or **your** husband, wife or civil partner were travelling in, or getting into or out of, any other private motor vehicle

The most **we** will pay in any one period of insurance is £3,500 per person and the payment will be made to that person, **you** or **your** legal personal representative.

If **you** or **your** husband, wife or civil partner has any other insurance contract with **us**, **we** will only pay under one contract.

This personal accident benefit does not apply to:

- anyone who is 70 or older at the time of the accident;
- death or bodily injury caused by suicide or attempted suicide; or
- incidents unless the insurance is in an individual's name

Section 9 - Personal belongings

We will pay up to a total of £100 for personal belongings in or on the **insured vehicle** if they are lost or damaged because of an accident, fire, theft or attempted theft.

This personal belongings cover does not apply to:

- money, credit or debit cards, stamps, tickets, vouchers, documents or securities (such as share certificates);
- goods or samples connected with your work;
- wear, tear and loss in value;
- property insured under any other contract; or
- property that was not reasonably protected, left in a convertible car unless it is stored in a locked boot or locked glove compartment, property left in the car when it is unoccupied and the car is unlocked, the windows or sunroof are open or the keys are inside or on the car;
- loss or damage to mobile-phone or electronic-navigation equipment

Section 10 - Foreign use

Your policy provides the minimum cover **you** need by law for civil liability to other people while the **insured vehicle** is used in:

Any country which is a member of the European Union, Andorra, Iceland, Norway and Switzerland (including Liechtenstein).

The minimum cover automatically provided may vary from country to country.

We will automatically provide the cover shown on your schedule when **you** visit any country which is a member of the European Union (EU), Norway, Iceland, Switzerland (including Liechtenstein) or Andorra. The total period of foreign use in the insurance policy year must not exceed 90 days.

This cover only applies if:

- **you** are resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man; and
- **your** visit to the countries outlined in this section is temporary and for pleasure use only

If **you** want to travel to any other country, **you** must contact in advance **Sureterm Direct Limited** and if **we** agree and **you** pay **us** any extra premium **we** ask for, **we** will extend your cover so that the following benefits apply:

- **Insurance cover**

This insurance is extended to apply to claims occurring:

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

- **Customs duty and other charges**

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

- Refund any customs duty **you** have to pay after temporarily importing the **insured vehicle** into any of the countries where **you** have cover
- Refund any general average contributions and salvage charges **you** may have to pay while the **insured vehicle** is being transported by a recognised sea route.
- If the **insured vehicle** cannot be driven because of any loss or damage, **we** will pay the reasonable cost of delivering the **insured vehicle** to **you** at **your** address after the repairs have been made.

Help and advice

Before **you** take **your** first trip to a country in the EU, **you** should contact **Sureterm Direct Limited** for useful information about driving in Europe.

The information they send **you** will include addresses of who to contact if **you** have an accident and an Accident Statement Form to fill in. **You** must remember to take all of this information with **you** when **you** travel, and keep it in a safe place ready for any future trips.

General Policy Terms

➤ **Financial Interest**

If the **insured vehicle** belongs to someone else, or is the subject of a hire purchase or leasing agreement, **we** will normally pay an amount for the total loss of the **insured vehicle** to the vehicle's legal owner

➤ **When the insured vehicle is being serviced**

The cover provided under this policy will still apply when the **insured vehicle** is being serviced or repaired. While the **insured vehicle** is in the hands of the motor trade for a service or repair **we** do not apply any restrictions on driving or use (as shown in **your certificate of motor insurance**).

➤ **Loss of or damage to other vehicles**

We will not cover loss of or damage to any vehicle which **you** are driving or using, which does not belong to **you**, is not being bought by **you** under a hire purchase agreement or is leased to **you**, (unless that vehicle is shown in the schedule).

➤ **Loss of Vehicle Excise Licence (vehicle tax disc)**

Your policy does **NOT** include cover for loss of vehicle tax disc or any expenses incurred by **you** in order to obtain a duplicate disc.

If the **insured vehicle** becomes a write-off due to fire or theft, **we** advise **you** to contact DVLA to report **your** road fund licence lost or damaged.

➤ **No Claim Bonus**

Your No Claim Bonus will follow the current scale of discounts that **we** apply. If somebody makes a claim, **you** may lose all or part of **your** No Claim Bonus.

If somebody makes a claim, **we** may also apply a higher premium or an **excess** when **you** renew **your** policy. It may be that due to the claim experience on the policy, **we** may not be able to offer renewal.

Your No Claim Bonus cannot be transferred to another person.

Evidence of **your** No Claim Bonus must be supplied at inception. This evidence must be from a UK policy that has not expired more than two years previous and is not being used elsewhere.

Some specialist vehicle products will not use No Claim Bonus, so this part may be removed by **endorsement** on **your schedule**.

➤ **Emergency medical treatment**

Any payments **we** make for emergency medical treatment will not affect **your** No Claim Bonus.

➤ **Payments for journeys (Vehicle sharing)**

You can accept payments from passengers in the **insured vehicle** if **you** are giving them a lift for social or other similar purposes. Accepting these payments will not affect **your** insurance cover if:

- the **insured vehicle** cannot carry more than 9 people (including the driver);
- **you** are not carrying the passengers in the course of a business of carrying passengers; and
- the total of the payments **you** receive for the journey does not provide a profit

➤ **Changing or adding a vehicle to this insurance**

If **you** want to transfer this insurance to another vehicle, **you** must tell **us** and **we** must agree before cover can start. (**We** will ask **you** to return **your certificate of motor insurance**.) **We** will confirm any change in premium and **we** will send **you** a new **schedule** confirming **our** acceptance.

If **you** do not need any further insurance cover, as long as **you** return the **certificate of motor insurance** to **us**, the cover will automatically end.

General exceptions

These general exceptions apply to the whole insurance

Your insurance does not cover the following:

1. Any liability, loss or damage arising while any vehicle covered by this insurance is being:
 - used for a purpose which the vehicle is not insured for;
 - driven by, or is in the charge of, anyone who is not mentioned in the **certificate of motor insurance** as a person entitled to drive or who is excluded by an **endorsement**;
 - hiring out the **insured vehicle** to any person that is not covered by the insurance
 - driven by anyone (including **you**) who is disqualified from driving, or has never held a licence to drive the class of vehicle, does not keep to the conditions of their driving licence or is prevented by law from having a licence (unless they do not need a licence by law);
 - use in or on restricted areas of airports or airfields.

we will not pay for any damage or claim arising from a collision with an aircraft.
2. Any liability, loss or damage that is also covered by any other insurance.
3. Any liability, loss or damage that happens outside the United Kingdom (apart from when travelling in a member country of the EU, Norway, Iceland, Switzerland (including Liechtenstein) or Andorra, or unless **you** have paid an extra premium to extend **your** cover outside the United Kingdom). (See section 10 - Foreign use.) All North African countries are excluded and are not covered under this policy.
4. Any liability **you** have accepted under an agreement or contract unless **you** would have had that liability anyway.
5. Any result of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, or military or usurped power (except where **we** need to provide cover to meet the minimum insurance required by the relevant law).
6. Direct or indirect loss, damage or liability caused by, contributed to or arising from:
 - earthquake;
 - riot or civil commotion occurring in Northern Ireland or outside the United Kingdom, (except where **we** need to provide cover to meet the minimum insurance required by the relevant law);
 - ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel;

- the radioactive, toxic, explosive or other dangerous property of any explosive nuclear assembly or nuclear part of that assembly;
- carrying any dangerous substances or goods which **you** need a licence from the relevant authority for (except where **we** need to provide cover to meet the minimum insurance required by the relevant law); or
- pressure waves caused by aircraft and other flying objects

7. Any proceedings brought against **you**, or judgment passed in any court outside the United Kingdom, unless the proceedings or judgment arises out of **your** vehicle being used in a foreign country which **we** have agreed to extend this insurance to cover.

8. Any liability for death, injury, illness or loss of or damage to property, arising directly or indirectly from pollution or contamination, unless it is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the period of the insurance.

We will treat all pollution or contamination arising from one incident as having happened at the time of the incident.

This insurance does not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances or as a result of leaks from the **insured vehicle** caused by a failure to properly maintain it.

This exception does not apply where **we** need to provide the minimum level of cover necessary by law.

General conditions

1. **We** will only provide the cover described in this insurance if:
 - anyone claiming protection has met all the conditions in this document;
 - the information **you** gave on your proposal form, declaration or statement of insurance is, as far as **you** know, correct and complete
2. **Your** premium is based on the information **you** supplied at the start of the insurance, following an amendment and when it is renewed. If **you** have failed to give **us** complete and accurate information, this could lead to **your** claim being denied or the insurance not being valid.
3. If a claim is made which **you** or anyone acting on **your** behalf knows is false, fraudulent or exaggerated, **we** will not pay the claim and cover under this insurance will end.
4. If **you** or anyone acting on **your** behalf provides false or stolen documentation in support of a claim, **we** will not pay the claim and this insurance will end.
5. After any loss, damage or accident **you** must give **us** full details of the incident, in writing, as soon as possible. **You** must also give **us** any information and assistance that **we** may ask for.
6. **You** must send every communication about a claim (including any writ or summons) to **us** without delay and unanswered. **You** must also tell **us** if you know about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this insurance. **You** must not admit to, negotiate on or refuse any claim unless **you** have permission from **us**.
7. All reasonable steps must be taken to protect the **insured vehicle** from loss or damage and to maintain it in an efficient and roadworthy condition. **We** must be allowed to examine the **insured vehicle** at any reasonable time.

8. **We** can:
- take over, conduct, defend or settle any claim; and
 - take proceedings, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this insurance
- We** will take this action in **your** name or in the name of anyone else covered by this insurance. **You**, or the person whose name **we** use, must co-operate with **us** on any matter which affects this insurance.
9. If **we** accept **your** claim, but disagree with the amount due to **you**, the matter will be passed to an arbitrator who **we** both agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.
10. **We** or Sureterm Direct Limited may cancel this insurance by sending 7 days' notice, in writing, to **your** last known address (and in the case of Northern Ireland also to the Department of the Environment, Northern Ireland). **We** will refund the part of **your** premium which applies to the remaining period of the insurance. The refund will be issued by Sureterm Direct Limited.
11. **You** may cancel this insurance at any time by telling **us** in writing and by sending back **your certificate of motor insurance**. If a claim has not been made in the current period of insurance, **we** will work out the charge for the time **you** have been covered by **your** insurance (using **our** short-period rates shown in the table below and subject to a minimum charge of £25 plus Insurance Premium Tax) to the date **we** receive your **certificate of motor insurance**. **We** will then refund any amount **we** owe **you**. If a claim has been made in the current period of insurance, **we** will not give **you** a refund.

Period of cover	Up to 1 month	Up to 2 months	Up to 3 months	Up to 4 months	Up to 6 months	Up to 8 months	Over 8 months
% of annual premium for that period	25%	30%	50%	60%	75%	90%	Full premium
% of refund	75%	70%	50%	40%	25%	10%	NIL

12. If, under the law of any country which this insurance covers **you** in, **we** must settle a claim which **we** would not otherwise have paid, **we** may recover this amount from **you** or from the person who incurred the liability
13. If **you** have agreed to pay **your** premium under an instalment plan, the following will apply:
- **If you do not pay an instalment at renewal -**
If **you** do not pay the instalment due when **you** renew the policy, all cover under this contract will end from the expiry date. **You** must then return **your certificate of motor insurance to us**.
 - **If you do not pay your instalment at any other time -**
If **you** do not pay an instalment when it is due, **we** may refuse to pay any claim arising from an event which happens on or after that date. If **you** do not pay a previously unpaid instalment when **we** ask a second time, **we** will cancel this contract from the due date of the first unpaid instalment. All cover under this contract will end and **you** must return **your certificate of motor insurance to us**.
 - If **your** vehicle is written off before **you** have paid all **your** installments, and **we** agree to pay **your** claim, the amount **you** owe for the year's premium will be taken from the claim payment.
 - If any extra premium is needed during the period of insurance, it will be spread out over the remaining installments due for that year. If **you** have already paid all **your** installments, **you** must immediately pay any extra premium when it is due.

14. Your right to change your mind

If this insurance does not meet **your** needs, **you** may cancel it by sending written notice and returning **your** documents, including the **certificate of motor insurance**, to **us** within 14 days of receiving it. This is known as the 'Cooling-off period'.

As long as the **insured vehicle** has not been written-off as a result of a claim under this insurance, **we** will return any premium, less a charge equal to the period of cover **you** have had. However, this charge will be at least £25 plus insurance premium tax (IPT).

15. Important – telling us about changes which affect your insurance

You must tell **us** as soon as possible about any changes which may affect **your** insurance and which have occurred since the insurance started or since the last renewal date. These are known as 'material' facts, as they may affect whether an insurer can continue **your** insurance cover following the change or, alternatively, they may affect the premium charged and/or the terms and conditions of the policy.

If **you** are not sure whether certain facts are 'material', please ask Sureterm Direct Limited. If **you** don't tell **us** about all relevant changes, **you** may not be insured and would not be covered for any claims that arise.

Here are some examples of the changes you should tell us about:

- A change of vehicle
- Selling or disposing of the **insured vehicle**
- Needing to insure additional vehicle(s)
- All modifications **you** or anyone else make to the **insured vehicle** if these make the vehicle different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic)
- A change of address (postal address and/or risk address where the vehicle is kept)
- A change of job, including any part-time work by **you** or other drivers, a change in the type of business or that you or other drivers no longer work (for whatever reason)
- A change in the use of the vehicle
- A new main user of the vehicle
- Details of any driver **you** have not told **us** about before or who is excluded by the **certificate of motor insurance** or an **endorsement** but who **you** now want to drive the **insured vehicle**
- Details of any motoring conviction(s) or non-motoring conviction(s), disqualification(s) or fixed penalty motoring offence of any person allowed to drive
- Details of any future prosecutions pending for any motoring offence
- Details of any accident or loss (whether or not **you** intend to make a claim) involving the **insured vehicle** or that occurs while **you** are driving anyone else's vehicle
- Details if **you** or any other person allowed to drive the **insured vehicle** suffers from a notifiable condition **you** have not told the DVLA about or any condition for which the DVLA have restricted the licence

Endorsements

Important - This appendix forms part of the insurance policy.

An **endorsement** only applies if the **endorsement's** number is shown in the relevant place in **your Schedule**. Details of the **endorsements** and the limits and restrictions they apply are supplied with **your schedule**.

If an **endorsement** number in the **schedule** is followed by an amount, the specified **endorsement** will be limited to the amount shown.

If an **endorsement** number is followed by a vehicle registration number, the specified **endorsement** will only apply to the vehicle which has that registration number.

If an **endorsement** number is followed by a person's name, or a type of person, the specified **endorsement** applies only to that person or type of person.