

To report a claim, call:



0344 381 4420



0344 381 4463



0344 381 4461



0344 381 4462

Lines are open 24/7 all year round

UK manned call centre

IMPORTANT

You must report all claims whether or not it is your fault and whether you intend to make a claim or not.

You should call to report your claim as soon as possible and within 12 hours of the incident occurring.

Legal Cover

Your policy includes free legal cover. If you've had an accident that was not your fault, your legal cover could help you with;

- Repairs for your vehicle
- A like for like hire car
- Compensation for injury
- Recovery of other losses, such as loss of earnings

More information about legal cover can be found at: www.adrianflux.co.uk/legal-expenses
Our claimsline handlers will discuss your legal cover with you.

Reporting Fraudulent claims

If you suspect insurance fraud, you can call the Insurance Fraud Bureau's Cheatline on **0800 422 0421**.

You can also report insurance fraud online at www.insurancefraudbureau.org/report

24/7

Claims Line

0844 888 7360

moorhouse**x**broker

VIXA
VanInsure



Breakdown Cover
0800 092 4138

Claims Line
0800 066 5364

Claim Notification Help

Cut out the card below and keep it in your vehicle
in case you need this valuable information.

Vixa VanInsure Claims Helpline

0800 066 5364

24 hour claims helpline

Windscreen repair or replacement

Vehicle repairs guaranteed through our
approved suppliers

**Free courtesy van if you notify us from the
scene of the incident**

Your Policy Number



Your Moorhouse VIXA VanInsure Insurance Policy



is arranged by
Moorhouse Xbroker
Barclay House
2 - 3 Sir Alfred Owen Way
Caerphilly CF83 3HU

Contents

Your Commercial Vehicle Policy	2
Our Commitment to Customer Care	
Complaints	3
Financial Services Compensation Scheme	4
Your Responsibility to Us	5
Claims Conditions	6
What our terms mean	7
How to read your policy	10
Section 1 – Comprehensive Cover	11-12
Section 2 – Third Party Fire and Theft Cover	13
Section 3 – Third Party Only Cover	14-15
Section 4 – Cover Applying to all Policies	16-19
Section 5 – Extensions to Cover	20-21
General Exclusions	22-25
Policy Conditions	26
Cancellation and Termination of Cover	27
Important Information	28
Endorsements	29-32
Moorhouse Benefits	33
Accidental Death Benefit	34-37
Breakdown Cover	38-48

Your Commercial Vehicle Policy

Your **policy** has been arranged by **Moorhouse Xbroker** and is underwritten by Catlin Insurance Company (UK) Ltd.

This **policy** is a contract between **you** and us. Nobody else has any rights they can enforce under this contract except those rights they have by law. It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this **policy** in favour of any third party.

This **policy** describes **your** cover during the period of insurance **you** have paid for, or have agreed to pay for, and for which **your insurer** has accepted the premium.

The contract is based on information provided by **you** in a signed proposal form or verbally and confirmed in a statement of fact. For the contract to be valid, all the information **you** give us must be true and complete. The proposal form and/or statement of fact are also part of the contract.

The contract also includes this **policy**, the **policy schedule** and any **endorsements** shown in the **policy schedule**. These documents and **your Certificate of Motor Insurance** should be read as one document. Please read them to ensure that they meet **your** needs. Certain terms are defined in the What **Our** Terms Mean section below and these apply throughout this **policy**, apart from the more specific definitions in the Breakdown Cover Section and the Accidental Death Benefit Section. **We** will insure **you** against legal liability, loss or damage under the sections shown in the **schedule** during any **period of insurance** set out in the **schedule**. **You** must keep to the conditions of this **policy**.

It is possible to choose the law which will apply to a contract of insurance covering a risk in the United Kingdom. **We** have chosen Scottish Law if **you** live in Scotland and English Law to apply if **you** live anywhere else in the United Kingdom. By paying **your** premium, **you** are accepting **our** choice of law. If **you** want any other law to apply, **you** must have our written permission. All correspondence will be in English, unless **we** have agreed otherwise.

The **policy** cover is effective in the **Territorial limits** and abroad as specified in Foreign Travel in Section 4.

Any refund of premium given may be subject to a charge for any period that cover has been in force plus reasonable administration charges. Any refund will be subject to the return of the **policy** document and any **Certificate of Motor Insurance** or cover note. A refund of premium will not be given if **you** have made a claim under the **policy** or an incident has occurred which may give rise to a claim under the **policy**.

If **you** have any questions, contact **your broker** or **insurance advisor**, who will be glad to help **you**.

Our Commitment to Customer Care

Our Complaints Procedure

Moorhouse Xbroker is committed to providing **you** with the highest level of customer service at all times.

If **you** have any complaint regarding this insurance **you** should first contact **your insurance advisor**. **We** are here to help **you** when **you** most need us, so if **you** would prefer to contact us directly or if, after contacting **your insurance advisor**, **you** are not satisfied with their response or if the initial complaint is of a more serious nature, then **you** should write (quoting **your policy** number) to:

The Chief Executive Officer

Moorhouse Xbroker

2-3 Sir Alfred Owen Way

Caerphilly CF83 3HU

We will acknowledge receipt of **your** complaint within 5 business days and inform **you** of who is dealing with **your** complaint. **We** aim to resolve complaints following assessment and investigation as quickly as possible.

If **our** investigations take longer than this **we** will provide a full written response within 20 business days, or explain the current position of **your** complaint and provide **you** with an indication as to when **we** expect to provide **our** final response.

If **we** cannot resolve **your** complaint to **your** satisfaction, **you** can refer **your** complaint at any time to:

Compliance Officer

Catlin Insurance Company (UK) Ltd

3 Minster Court, Mincing Lane

London EC3R 7DD

Tel No: 020 7743 8487

Email: Catlinukcomplaints@catlin.com

Our Commitment to Customer Care (continued)

If **you** remain dissatisfied, or **you** have not received a written offer of resolution within 8 weeks of the date that **we** received **your** complaint, then **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service (FOS) who can be contacted at:

Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London

E14 9SR

Phone: 0800 023 4567 from a landline

Phone: 0300 123 9123 from a mobile

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

Website: www.financial-ombudsman.org.uk

You must contact the **FOS** within 6 months of **our** final response to **your** complaint and the **FOS** will only consider complaints after **we** have provided **you** with a written confirmation that **our** internal complaints procedure has been exhausted. However, if **we** do not resolve **your** complaint within 40 business days, the FOS will accept a direct referral. **You** must be a private **policyholder**, a business with a Group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million.

These arrangements for the handling of complaints are entirely without prejudice to **your** rights in English Law and **you** are free at any stage to seek legal advice and take legal action. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. **You** may be entitled to receive compensation from the scheme if **we** cannot meet **our** financial obligations to **you**.

Further information about the compensation scheme arrangements is available from the FSCS, www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London, E1 8BN.

Your Responsibility to Us

Please read **your policy, schedule**, any **endorsements** and **Certificate of Motor Insurance** carefully and make sure that they meet **your** needs. **You** must tell us about any changes that affect **your policy** and which have occurred either since the **policy** started or since the last renewal date. If **you** are not sure whether certain facts are relevant, please ask **your broker or insurance advisor**. If **you** do not tell us about relevant changes, **your policy** may not be valid, or **your policy** may not fully cover **you**. Please keep this **policy, schedule** and any **endorsements** and **Certificate of Motor Insurance** in a safe place as **you** may need to refer to them if **you** make a claim.

Important Notice

Your Commercial Vehicle Insurance **Policy**, whether cover is Third Party Only, Third Party Fire & Theft or Comprehensive, is subject to certain **excesses**, exclusions and conditions. It is therefore essential that **you** are fully aware of what is and what is not covered by **your policy** and what **excesses**, exclusions and conditions apply.

Please read **your schedule**, including **endorsements**, which shows the **excesses** that may apply in the event of a claim, and also pages 20-22 which list all of the general exclusions and **policy** conditions. If there is any aspect of **your policy** cover, exclusions or conditions that **you** do not understand **you** should contact **your insurance advisor** who will be able to explain these to **you**.

Claims Conditions

In the event **you** need to make a claim, **you** should call us straight away on

0800 066 5364

If an incident occurs causing loss of or damage to your vehicle and you report it to us from the scene of the incident including details of anybody else involved, we will guarantee the provision of a courtesy commercial vehicle. Please refer to Section 4 of this booklet for more information.

When an accident, loss or damage occurs:

- (a) **you** or **your** legal representative must notify the us as soon as possible with full details of the accident, loss or damage.
- (b) **you** must take all necessary steps to ensure the safety of the damaged vehicle and its accessories.
- (c) **we** shall not be liable for any increase in damage as a result of **your** vehicle being removed under its own power following an accident.
- (d) any letter, claim, writ, claim form, summons or process relating to the accident, loss or damage must be sent, unanswered, to us immediately.
- (e) **we** must be advised in writing immediately **you** are aware of any intended prosecution, Coroner's Inquest or Fatal Inquiry in connection with the accident.
- (f) persons who are claiming under this **policy** must make no admission, offer, payment or promise without **our** written consent or act in any way which might prejudice **our** position.
- (g) **we** may, at our discretion, take over and conduct in **your** name or the name of any person indemnified under this **policy**, the defence, prosecution or settlement of any claim for **our** benefit.
- (h) **we** shall have full discretion over the conduct of any proceedings and settlement of claims.
- (i) **you** or any person indemnified by this **policy** must give us all the assistance and information possible and produce a copy of the driver's licence if requested.
- (j) if **your** vehicle and its accessories are stolen or taken without **your** consent **you** must, as soon as possible, report the same to the police and if required, supply us with the crime reference number.
- (k) **we** reserve the right if **we** or **our** representative considers any repair estimate to be unreasonable to enter into any communication with the repairer and failing agreement, to arrange for the removal of **your** vehicle to another repairer and pay for such work as may already have been done.

What Our Terms Mean

These definitions tell **you** what each term means whenever it is used in the **policy**, apart from the more specific definitions in the Breakdown Cover and Accidental Death Benefit Sections.

You, Your, Proposer

The person, partnership or company named in the **schedule** or in the event of their death or insolvency, their legal representatives.

We, Us, Our, Insurer

Moorhouse Xbroker, Catlin Insurance Company (UK) Ltd and anyone **we** may appoint to act on our behalf.

Your Vehicle

The commercial vehicle bearing the registration number as shown in **your policy** documents, or any replacement vehicle, details of which have been notified to, and accepted by us.

Certificate of Motor Insurance

Evidence that **you** have vehicle insurance as required by law. The **Certificate of Motor Insurance** also sets out who may drive **your** vehicle and the purpose for which **your** vehicle may be used.

Pollution or Contamination

1. All **pollution or contamination** of buildings or other structures or of water or land or the atmosphere by naturally occurring or man-made substances, forces or organisations or any contamination of them whether permanent or transitory and however occurring and
2. All injury loss or damage directly or indirectly caused by the **pollution or contamination**.

Market Value

The cost of replacing **your** vehicle with a vehicle of the same (or comparable) make, model, specification, age, mileage and condition as **your** vehicle was immediately before the loss or damage **you** are claiming for.

Endorsement

A document issued by us noting a change or restrictions which affect the **policy** cover. The **endorsement** numbers which apply are shown in the **schedule**.

What Our Terms Mean (continued)

Green Card

An International Motor Certificate issued by us upon payment of any extra premium required. It provides **you** with cover under the terms of this **policy** when **you** are using the **insured vehicle** temporarily abroad in any country in which it is valid. Please note: Breakdown Recovery is only available within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Indemnity

Our promise to compensate **you** for the amount of a loss within the terms and the limits of this **policy**.

Broker/Insurance Advisor

An independent intermediary who has placed business on **your** behalf with the Insurer, as agreed by **you** and based upon the information provided to them by **you** and their disclosure of **policy** information to **you**. **Your insurance advisor's** regulatory status may be checked at any time on the Financial Services Authority web site www.fsa.gov.uk.

No claim discount

The reduction **we** allow in **your** new business or renewal premium dependent upon **your** claims history.

Schedule

The schedule attached to this **policy**. Please read the **schedule** carefully as it sets out the cover we will give **you** under this **policy**. We will give **you** a replacement **schedule** whenever **you** renew the **policy** or if **you** make any changes to the **policy** during the period of insurance.

Moorhouse Xbroker

An independent intermediary which negotiates the terms of **your policy** with, and administers **your policy** on behalf of the insurer. **Moorhouse Xbroker is a trading title of Moorhouse Group Limited which is** authorised and regulated by the Financial Services Authority (FSA No 308035).

Territorial limits

The cover under this **policy** applies within the limits of Great Britain, Northern Ireland, the Isle of Man, the island of Guernsey, the island of Jersey and the island of Alderney. **Your vehicle** is also covered when in transit within these countries and between any of their ports.

What Our Terms Mean (continued)

Excess

The amounts shown in **your schedule** which **you** must pay when **you** make a claim which is covered under **your policy**.

Young Driver

A person under the age of 30 at the time cover starts.

Inexperienced Driver

A person who has a provisional licence or a person who has held a full licence for less than 36 months at the time the cover starts.

Acts of Terrorism

The use or threatened use of any action, force or violence by a person or group of people whether acting alone or on behalf of any organisation or government committed for political, religious, ideological or similar purposes including the intention to influence any government or to intimidate and/or put the public in fear.

Audio-visual and Communication Equipment

Equipment that is permanently fitted in the van, such as:

1. Compact disc, MP3 player, radio cassette, mini disc or other audio equipment
2. Telephone or other communication equipment
3. Television, DVD or other visual entertainment equipment
4. Visual navigation equipment

Any of the above equipment which is removable is not considered permanently fitted.

How to read your Policy

The current **schedule** shows what **you** are covered for.

The different kinds of cover are:

Comprehensive – Sections 1, 3, 4

Third Party, Fire and Theft – Sections 2, 3, 4

Third Party Only – Sections 3, 4

Your Schedule will show which of the extensions contained in section 5 apply to **your** policy.

Breakdown Cover and Accidental Death Benefit are automatically included on all policies if it appears in your policy book.
Windscreen Cover is automatically included on all comprehensive policies.

Section 1

Comprehensive Cover

If this section is listed in **your schedule**, **you** are covered as follows unless cover has been modified and an **endorsement** is attached to **your schedule** setting out the revised terms and conditions.

You are covered for loss of or damage to **your vehicle**

We will pay for loss of or damage to the **insured vehicle** and its accessories and spare parts whilst attached to the **vehicle** if caused by:

1. Theft or attempted theft
2. Fire
3. Any other accidental cause, including malicious damage by a third party, not excluded in the general exclusions listed in the Policy Book

If **your vehicle**, accessories or spare parts are lost, stolen, or damaged, **we** will either:

- repair the damage;
- replace what is lost or is damaged beyond economical repair;
- reimburse you for the amount of the loss or damage.

We have the right to choose which action to take in the case of any claim.

Accessories and spare parts which are only for **your vehicle**, and are in or on **your vehicle**, or in **your** private garage at the time of the loss or damage, will be covered in the same way.

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 a list price is not available the most **we** will pay is the manufacturer's last quoted list price in the United Kingdom for an equivalent accessory or part. **We** may use accessories or parts, including recycled parts, which are not made or supplied by the manufacturer of **your vehicle** but are of a similar type and quality to the parts **we** are replacing. **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 accessory or part into the United Kingdom.

Section 1 (continued)

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 **your vehicle** is under a hire purchase or leasing agreement, **we** will pay any claim to the legal owner.

If **your vehicle** cannot be driven because of the loss or damage covered under this **policy we** will pay the reasonable cost of protecting **your vehicle** and taking it to the nearest approved repairer. After it has been repaired **we** will pay the reasonable cost of delivering it to your address in the United Kingdom.

IMPORTANT LIMITS TO YOUR COVER

If while being driven by (or in the charge of) any person shown in **your schedule**, the **insured vehicle** and/or its accessories and spare parts are lost or damaged by accidental cause, fire, theft, or attempted theft, **you** must pay the first part of the claim up to the amount of the **excess**. This **excess** is in addition to any other driver or voluntary **excesses** shown in **your schedule**. **You** will not be required to pay any **excess** if damage to the **insured vehicle** is caused when the **insured vehicle** is kept for servicing or repair by a bona fide motor repair business.

Section 2

Third Party Fire & Theft Cover

If this section is listed in **your schedule**, **you** are covered as follows unless an **endorsement** is attached to **your schedule** setting out the revised terms and conditions.

You are covered for loss of or damage to the **insured vehicle**

We will pay for loss of or damage to the **insured vehicle** and its accessories and spare parts whilst attached to the **vehicle** if caused by:

1. Theft or attempted theft
2. Fire

IMPORTANT LIMITS TO YOUR COVER

Fire and Theft excesses

If the **insured vehicle**, and/or its accessories and spare parts, are lost or damaged by fire, theft or attempted theft **you** must pay the first part of the claim up to the amount of the **excess** shown in **your schedule**. **You** will not be required to pay any **excess** if fire damage to or theft of the **insured vehicle** is caused when the **insured vehicle** is kept for servicing or repair by a bona fide motor repair business.

Section 3

Third Party Cover

All cover types

You are covered for

Your liability to other people

We will pay all amounts that **you** may be legally liable for in respect of:

- Death of, or bodily injury to, any person
 - Damage to the property of a third party up to £2 million
- arising from one accident or series of accidents arising from each event involving the use in the **territorial limits** of any vehicle which **your Certificate of Motor Insurance** permits.

Other people's liability

We will insure the following people for liabilities to others in the same way as **you** are insured:

- any person permitted by **your Certificate of Motor Insurance** to drive the insured vehicle
- any person using (but not driving) the **insured vehicle** with **your** permission for social, domestic or pleasure purposes
- any passenger travelling in, or getting into or out of, the **insured vehicle**.

Injury or damage while towing with the insured vehicle

We will pay for:

- death of, or bodily injury to any person
- damage to the property of a third party up to £2 million

if caused by a trailer or any disabled mechanically propelled vehicle while attached to the **insured vehicle** or accidentally detached from the **insured vehicle** during the course of a journey.

Emergency treatment

We will pay for any emergency treatment as required by the Road Traffic Act 1988 (as amended). If this is the only payment made, **your no claim discount** will not be affected.

Section 3 (continued)

Protection of insured person's estate

Following the death of any person **we** insure under this **policy**, **we** will continue to protect that person's estate against liability insured under this **policy** and insured by that person.

Costs and expenses

We will, subject to **our** prior written consent:

- pay legal fees, reasonably and properly incurred by any person **we** insure for representation at a Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction
- pay the costs of legal services to defend a charge of manslaughter or dangerous or reckless driving causing death
- pay any other costs or expenses incurred in connection with any incident which might involve legal liability under this **policy**.
- defend anyone insured under this **policy** against charges brought under the Corporate Manslaughter and Corporate Homicide Act 2007.

IMPORTANT LIMITS TO YOUR COVER

Your liability to other people

You are not covered under this section of the **policy** for damage to any vehicle **your Certificate of Motor Insurance** permits **you** to drive or use.

Other people's liability

You are not covered under this section of the **policy** for damage to any vehicle **your Certificate of Motor Insurance** permits **you** to drive or use.

Policy excesses

If **you** make a claim under this section of the **policy**, **you** will not be required to pay any **excess**. If a claim is also made under sections 1, 2 or 4, **you** must pay the **excess** as described in the **schedule**.

Section 4

All Cover Types

COURTESY VAN BENEFIT

If an incident occurs causing loss of or damage to **your vehicle** and **you** report it to **us** from the scene of the incident including details of anybody else involved, **we** will guarantee the provision of a courtesy commercial vehicle until

- **your vehicle** is recovered;
- **your vehicle** is repaired; or
- **we** make a settlement offer where **our** approved engineer decides **your vehicle** is beyond economic repair.

During this period, the vehicle will be insured as a replacement vehicle under this insurance. Any incident relating to the replacement vehicle may affect **your no claim discount**.

You will be responsible for:

- the cost of fuel used;
- collection and delivery charges (if they apply);
- any charges for fitting **accessories**;
- any **excess** which would have applied to **your vehicle** which is temporarily replaced;
- all charges and costs where the vehicle is on hire for more than the agreed period

It will either be a:

- car-derived van which is a van styled on the car equivalent where the front end is a car and the back end is a van; or
- panel style van; or
- LWB (Long Wheel Base) panel style van.

Replacement vehicles supplied under this section will be of standard type and will not include:

- specialised vehicles such as pick-up trucks, tippers or refrigerated vans; or
- any trailers or semi-trailers.

Section 4 (continued)

Availability of replacement vehicles

Unless **you** notify us from the scene of an incident as described above, no courtesy vehicle is available with this policy.

Returning replacement vehicles

The replacement vehicle will be supplied on the condition that **you** will return it to the depot which supplied it unless alternative arrangements have been made with the supplier.

We will not provide a Replacement Vehicle in the case of a glass only claim.

NO CLAIM DISCOUNT

We will allow a **no claim discount** against **your** new business or renewal premium. The amount of the discount will be in accordance with **our** scale of **no claim discount** applicable at the time.

Claims that do not affect **your no claim discount**:

- Any claim for payment of emergency treatment only as required by the Road Traffic Acts
- Incidents for which **we** can obtain a full recovery of all costs.

If **you** claim under any section of this **policy** and **we** are unable to recover **our** costs, **your no claim discount** will be reduced by two years per claim. **We** will not reduce your **no claims discount** if **you** only claim under the Breakdown Recovery, Accidental Death Benefit or Glass sections.

FOREIGN TRAVEL

As well as providing cover within the **territorial limits**, this policy, in line with European Union directives, also provides the necessary cover to meet the laws on compulsory insurance of motor vehicles in:

- any other member country of the European Union; and
- any country which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of any EU Directive on insurance of civil liabilities arising from the use of a motor vehicles, but only so far as is necessary to comply with the compulsory motor vehicle legislation of such countries

Section 4 (continued)

- at **your** request, any other country in respect of which **we** agree to provide cover but only for the period agreed by **us** and provided an International Motor Certificate (**Green Card**) is issued by **us**

The level of cover provided will be the minimum needed to keep to the laws on the compulsory insurance of motor vehicles of the country in which the accident happens. It will not be the same level of cover **you** receive when driving within the **territorial limits** under this policy. Where the level of cover in any European Union Member State is less than that provided by the legal minimum requirements of Great Britain, the level of cover that applies in Great Britain will apply in that Member State.

If **you** ask **us**, **we** can extend **your** policy to provide the same level of cover in the rest of the European Union and certain other European countries as **you** have within the **territorial limits**. To get this cover **you** must contact **us** with details of the trip. **We** will (where appropriate) give **you** a Green Card and tell **you** the extra premium **you** will have to pay.

Transport & Delivery

If **you** make a valid claim for accidental damage, fire or theft of the **insured vehicle** and the damage cannot be repaired economically by the intended time of **your** return to the United Kingdom, **we** will pay the reasonable costs of transporting and delivering the **insured vehicle** to **your** address in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man by sea and/or by a recognised land route when repair has been completed. Additionally, **we** will also pay the reasonable costs if the **insured vehicle** has been stolen and is recovered after **your** return to the United Kingdom.

Customs Duty

We will pay foreign Customs Duty for which **you** are liable as a direct result of any loss or damage to the **insured vehicle** which is covered by this **policy**, preventing its return to the United Kingdom.

When you take your vehicle abroad

All EU members (and associated territories) have agreed that an International Motor Certificate (**Green Card**) is not required for cross border travel, but you must take **your Certificate of Motor Insurance** which will provide sufficient evidence that **you** are complying with the laws on compulsory insurance of motor vehicles in any of these countries that **you** visit. It is also a legal requirement that **you** carry **your vehicle** registration document with **you** when taking **your vehicle** abroad.

Section 4 (continued)

Claims Helpline

If **your vehicle** is stolen or involved in an accident whilst **you** are abroad **you** should contact **our** claims helpline immediately on 0800 066 5364

IMPORTANT LIMITS TO YOUR COVER

Foreign Travel

Cover is restricted outside the **territorial limits** of this **policy** unless extended by the issue of a **Green Card**. If no **Green Card** has been issued, **your** policy only provides the minimum cover **you** need by law to use **your vehicle**.

Breakdown Cover and Accidental Death Benefit do not operate outside the **territorial limits** as separately defined in the relevant section.

Excesses

Any claim resulting from your travel abroad is subject to exactly the same **excesses** as referred to in Sections 1 or 2.

LEASED VEHICLES

Insurance for the owner of the vehicle (leasing or contract hiring agreements)

If **we** know **your vehicle** is the subject of a leasing or contract hire agreement between **you** and the owner of **your vehicle**, **we** will insure the owner in the same way that **we** will insure **you** under this section if there is an accident while **your vehicle** is let, on hire or leased under the agreement, as long as:

- **your vehicle** is:
 - not being driven by the owner;
 - not being driven by a person who is employed by the owner; or
 - in the charge of but not being driven by the owner or any person who is employed by the owner;
- the owner cannot claim under another policy; and
- the owner follows the terms, exceptions and conditions of this policy as far as they can apply.

Section 5

Extensions to Cover

1. MEDICAL EXPENSES

If **you**, or any other person in **your vehicle**, are injured as a direct result of **your vehicle** being involved in an accident, **we** will pay the following:

medical expenses arising in connection with that accident.

The most **we** will pay for each injured person is £100. The cover under this section applies irrespective of fault. If **you** only claim is under this extension, **your no claim discount** will not be affected and **you** will not have to pay any **excess**.

2. PERSONAL BELONGINGS

We will pay **you** for loss or damage to personal belongings caused accidentally or by fire or theft while they are in or on your **vehicle**. The maximum amount **we** will pay for any one claim is £100. **You** can only make a claim under this section when also claiming under Section 1 – Loss of or damage to **your vehicle**.

We will not pay for:

- money, stamps, tickets, documents or securities; or
- goods or samples, tools of trade, ropes or tarpaulins carried in connection with any trade or business

3. EMERGENCY TREATMENT

We will reimburse any person using **your vehicle** for payments they have to make under the Road **Traffic Acts** for emergency medical treatment. A payment made under this section will not affect **your** no-claim discount.

4. REPLACEMENT LOCKS

If the van keys or lock transmitter of **your vehicle** are lost or stolen, **we** will pay the cost of replacing:

- the door locks and boot lock;
- the ignition and steering lock and
- the lock transmitter and central locking system;

Section 5 (continued)

provided that you can establish to **our** reasonable satisfaction that the identity or garaging address of **your vehicle** is known to any other person who may have **your** keys or transmitter.

Your no claim discount will not be affected if **you** only make a claim under this section. No **excess** is payable under this section but the maximum amount **we** will pay is £300. **You** can only claim under this extension if **you** have comprehensive cover.

5. HOTEL EXPENSES

If **your** vehicle cannot be driven after an accident or loss covered under section 1 of this policy, **we** will pay up to £150 for the driver (or £250 in total for all the people in the vehicle) towards the cost of hotel expenses for an overnight stop if this is necessary and **you** are more than 25 miles from the normal overnight parking address shown in **your schedule**.

6. REPLACEMENT GLASS

If **you** are only claiming for loss of or damage to the glass in **your vehicle's** windscreen, sunroof or windows, or for any scratches on the bodywork caused by breaking glass, the **excesses** in section 1 will not apply. **You** will, however, have to pay the first £60 of the cost of replacing the glass. This **excess** for glass:

- will not apply if the glass is repaired rather than replaced; and
- cancels out any general **excess** that would otherwise apply to glass claims.

Any payment for repairing or replacing glass in the windscreen, sunroof or windows of **your vehicle** (or any scratches on the bodywork caused by breaking glass) will not affect **your no-claim discount**. If **you** do not telephone number 0800 066 5364 and do not use **our** approved windscreen repairers the most **we** will pay under this section is £150 after deduction of any **excess** which **you** must pay. This extension automatically applies if **you** have comprehensive cover.

7. AUDIO-VISUAL AND COMMUNICATION EQUIPMENT

For permanently fitted audio-visual and communication equipment the most **we** will pay for any one claim is £500 or the **Market Value of Your vehicle**, whichever is the lower amount, less the **Excess**. There is no cover for theft of **audio-visual or communication equipment** unless the vehicle is stolen at the same time.

General Exclusions applying to your policy

Sections 1, 2, 3, 4 & 5

This Policy does not cover:

- damage to the windscreen or windows (unless the windscreen **policy** extension is shown on the **schedule**)
- the provision of courtesy vehicles except under the Courtesy Van Benefit section
- driving any vehicle not specified on the **Certificate of Motor Insurance**
- loss of use of the **insured vehicle** and any costs which were not incurred as a direct consequence of the event which led to the claim being made
- mechanical, electrical or computer faults, failures, breakdowns, breakages or malfunctions, except as covered under the breakdown section where included in **your** policy book
- damage to tyres caused by bursts, cuts, punctures or by the application of brakes
- loss by deception/fraud by a purported purchaser or agent
- any loss, destruction of or damage to tools and / or materials (unless included in **your schedule**)
- wear and tear or depreciation
- loss of or damage to any of the **insured vehicle's** audio and communication equipment (unless included in **your schedule**)
- loss of value of the **insured vehicle** following repair
- liability covered by any other insurance
- use for any competition, rally or trial
- liability for death of, or bodily injury to any person arising out of and in the course of their employment caused by any person **we** insure under this **policy** if cover is provided under an employer's liability insurance issued to comply with employer's liability legislation
- any accident, injury, loss, damage and/or liability whilst any **insured vehicle** is being driven or used in or on that section of an aerodrome, airport, airfield or military base provided for:
 - o the takeoff or landing of aircraft and for the movement of aircraft on the surface
 - o aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas
- any liability in respect of **pollution**, except liability which **we** are obliged to cover by the law relating to compulsory motor insurance
- any accident, injury, loss, damage or liability when any vehicle covered by this **policy** is:
 - o being driven by or in charge of any person who holds a provisional driving licence and who is not accompanied by a person aged 21 years or over holding a full driving licence issued in the UK which has been held for at least 3 years

General Exclusions applying to your policy (continued)

- o being driven by or in charge of any person or used for any purpose not permitted by the **Certificate of Motor Insurance** (but the **insured vehicle** is covered while kept for servicing or repair by a bona fide motor repair business)
- o being driven by or in the charge of any person unless they hold a licence to drive such a vehicle or have held and are not disqualified from holding or obtaining such a licence unless the injury, loss or damage was caused as a result of **your vehicle** being stolen or having been taken without **your** permission
- towing for reward a caravan, trailer or disabled mechanically propelled vehicle (unless specified in **your schedule**)
- towing more than one caravan, trailer or disabled mechanically propelled vehicle at any one time
- any liability **you** have accepted by agreement or contract unless that liability would have existed otherwise
- any liability incurred as a result of an agreement or contract unless that liability would have existed otherwise
- loss or destruction of or damage to the **insured vehicle** or any other loss or any legal liability directly or indirectly caused or contributed to by or arising from:
 - o ionising, radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste or the combustion of nuclear fuel
 - o the radioactive, toxic, explosive or other hazardous properties of any explosive, nuclear assembly or nuclear component
 - o earthquake
- loss or damage from theft or attempted theft of the **insured vehicle** whilst the ignition key or electronic starting device of the **insured vehicle** has been left in or on the **insured vehicle**.
- loss or damage from theft or attempted theft of the **insured vehicle** whilst the vehicle, or any part thereof, is left unlocked or whilst any windows of the **insured vehicle** are not fully closed
- any damage caused by frost unless **you** have done the following:
 - o added anti-freeze solution to the water in the water system and maintained the solution in recommended proportion **OR**
 - o when the **insured vehicle** is not in use, completely drained the water from the radiator, the cylinder block and the entire circulatory water system by means of all taps and plugs provided
- loss or damage caused by an inappropriate type or grade of fuel being used.
- any accident, injury, loss, damage and/or liability caused sustained or incurred whilst any **insured vehicle** is:
 - o being used for Public or Private Hire; or
 - o for the carriage of passengers for hire or reward; or
 - o for the carriage of goods of a hazardous or explosive nature; or
 - o for the conveyance of a load in **excess** of the maximum set against that **insured vehicle**

General Exclusions applying to your policy (continued)

- any liability for paintwork where altered from the manufacturer's original standard finish (e.g. sign-writing), unless included in **your schedule**. Otherwise **our** liability for paintwork in respect of claims under this **policy** is restricted to the costs which would have been involved in repairing or respraying the damaged area to the manufacturer's original standard finish
- except to the extent that **we** are liable under the Road Traffic Acts the cover under 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.
 - o terrorism
 - terrorism is defined as any act or acts including but not limited to the use or threat of force and/or violence and/or harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes
 - o war, invasion, act of foreign enemy hostilities or a 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
 - o riot or civil commotion if it happens outside Great Britain, the Isle of Man, the island of Guernsey, the island of Jersey and the island of Alderney
 - o any action taken in controlling, preventing, suppressing or in any way relating to above

where **we** are liable under the Road Traffic Acts the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by **you** or any other person and for which cover is provided under this section will be the third party property damage limit specified in the **policy** in respect of all claims consequent on one originating cause or such greater sum as may in the circumstances be required by the Road Traffic Acts

- loss or damage caused directly or indirectly by fire if **your vehicle** is equipped for cooking or heating food or drink
- confiscation or requisition or destruction by order of any government or public or local authority
- any claim if any person insured under this section fails to keep to the terms, exceptions and conditions of this policy as far as they apply, or if they are entitled to claim payment or insurance under any other policy. This exclusion does not apply to the Accidental Death Benefit section of this policy
- the death, bodily injury or illness of any person caused by food poisoning, anything harmful obtained in any goods supplied, or any harmful or incorrect treatment given at or from the vehicle
- legal costs or expenses related to charges connected with speeding, driving under the influence of alcohol or drugs, or for parking offences

General Exclusions applying to your policy (continued)

- any liability that is not required to be covered under the terms of the Road Traffic Act whilst you are loading or unloading directly from **your vehicle**
- liability for death, injury or damage when **your vehicle** is not on a public road and is in the process of being loaded or unloaded by any person other than the driver or attendant of **your vehicle**

Policy Conditions

GENERAL

- The insurance described in this **policy** will only apply provided that any person entitled to **indemnity** or benefit has complied with all the terms, conditions and **endorsements** of this **policy**.
- **You** must tell **us** as soon as possible about any incident which may lead to a claim under this policy.
- This **policy** only covers the **insured vehicle**, details of which must be given to and accepted by **us**.
- Any change in **your** circumstances or regarding the **insured vehicle** or any driver that may affect the insurance under this **policy** must be advised immediately to **us**.
- The due observance and fulfilment of the terms, conditions, **endorsements** and provisions of this **policy** where such requires any action to be taken or complied with by **you** and the truth of any statements and answers provided in the proposal form shall be conditions precedent to any liability of **us** to make any payment under this **policy**.
- Should **you** make any claim knowing the same to be false or fraudulent, as regards the amount of such claim or otherwise, or produce any documentation which is false or proven to have been stolen, this **policy** shall become void and all claims hereunder shall be forfeited.
- Protection of the insured vehicle
- **You** must take all reasonable steps to:
 - a. safeguard against any loss or damage
 - b. keep the **insured vehicle** in a proper state of repair and roadworthy condition.
 - c. ensure that the **insured vehicle** is not carrying passengers or goods of such number or size or in such a way as is likely to impair safe driving or control of the vehicle
 - d. allow **us** or **our** authorised agents free access at all reasonable times to examine the **insured vehicle**.
- The **insured vehicle** must have a current MOT certificate if applicable.
- **Vehicle Modifications**

All aftermarket vehicle modifications, other than the manufacturers optional extra's must be approved and agreed by **us**. Should **you** wish to make any alterations to **your vehicle** please contact **your** insurance **broker**.

Cancellation & Termination Of Cover

This section covers the cancellation of the motor **policy** only. If any Additional Covers exist alongside this motor **policy** then refer to the relevant cancellation section applicable to the Additional Cover elsewhere in this booklet.

Important note: if the motor **policy** is cancelled then all additional covers are also deemed to be cancelled.

The period of insurance cover is specified in **your Certificate of Motor Insurance**, but the insurance cover will cease upon **your** receipt of notice from **us** that the **insured vehicle** is declared a total loss. No refund or credit of insurance premium will normally be due in such circumstances and the full annual premium will be payable for the period of cover provided.

Changing Your Mind

If this **policy** does not meet **your** requirements, please return all documents (including the **Certificate of Motor Insurance**) within 14 days of receipt to **your brokers** or **insurance advisor** with a letter stating that **you** want to cancel **your policy**. **We** are unable to cancel a **policy** until the current **Certificate of Motor Insurance** has been returned with **your** instructions. **We** will return any premium paid less a pro rata charge for the period of time that **you** have had insurance cover and an additional charge to cover the administrative costs of providing the **policy**.

Cancellation By Us

We, your insurance advisor, your insurer or any agent appointed by **us** and acting with **our** specific authority, can cancel this **policy** by sending seven days notice by recorded delivery to **you** at the last address known to **us** and in the case of Northern Ireland, to the Department of the Environment for Northern Ireland. **You** must at this time return the **Certificate of Motor Insurance** to **us**. When the **Certificate of Motor Insurance** has been received **we** will return any premium paid less a pro rata charge for the period of time that **you** have had insurance cover and an additional charge to cover the administrative costs of providing the **policy**. No refund of premium will be due and the full annual premium will be payable for the period of cover provided if a fault or non-recoverable claim has arisen during the current **period of insurance**.

Cancellation By You

You may cancel this **policy** at any time by notifying **us** and returning the **Certificate of Motor Insurance**. **Your** cancellation will not be processed until we receive the **Certificate of Motor Insurance** at which time **we** will return any premium paid less a pro rata charge for the period of time that you have had insurance cover and an additional charge to cover the administrative costs of providing the **policy**. No refund of premium will be due and the full annual premium will be payable for the period of cover provided if a fault or non-recoverable claim has arisen during the current **period of insurance**.

Important Information

Motor Insurance Database

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 :

- a) Electronic Licensing
- b) Continuous Insurance Enforcement
- c) Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- d) 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 accident (either in the UK, 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 accident (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 number. If it is incorrectly shown on the MID **you** are at risk of having your **vehicle** seized by the Police. **You** can check that **your** correct registration number details are shown on the MID at www.askmid.com

Detecting and Preventing Fraud and Confirming Claims History

In order to keep premiums as low as possible for all **our** customers **we** participate in a number of industry initiatives to aid the prevention and detection of crime, especially insurance related fraud. When **you** tell **us** about any claim, the details you have provided, including personal details, will be passed to the various registers and databases that are used by companies within **our** group, companies providing services to **us**, other insurers and other fraud and associated agencies. In addition, **we** may search these registers and databases when **you** make a claim, to validate **your** claims history or that of any other person or property likely to be involved in the claim. If **you** give us false or inaccurate information and/or make or attempt to make a fraudulent claim, this information will be recorded on the registers.

We and other organisations may also use and search these agencies and databases to help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household, trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies, check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity, and undertake credit searches and additional fraud searches.

Endorsements

1. **Drivers under the age of 25 excluded**

No cover is provided if the vehicle is being driven by or in the charge of any person under the age of 25

3. **Alarms, immobilisers and tracking devices**

You have declared that **your vehicle** is fitted with the security device specified in the proposal form. This device must be in operation any time the vehicle is unattended or unoccupied. Cover for Theft or Attempted Theft will be excluded in the event of a claim arising and the devices are not in operation

7. **Interest as owner**

We have noted that a Third Party has an interest in the vehicle identified in the **Certificate of Motor Insurance** and **we** will indemnify them in the event of total loss or unrecovered theft of the vehicle

8. **Social Domestic & Pleasure use only**

Cover is restricted to Social Domestic & Pleasure use for all drivers except the Proposer

9. **Garaging Discount**

You have accepted a premium discount in return for keeping **your vehicle** in a locked garage between the hours of 11pm and 6am when not in use. In the event of a claim for theft, attempted theft or malicious damage when the vehicle is not garaged or in use between these times, the **excess** will be increased to £500

10. **Garaging Condition**

It is a condition of this policy that **your vehicle** is kept in a locked garage between the hours of 11pm and 6am when not in use. In the event of a claim for theft, attempted theft or malicious damage when the vehicle is not garaged or in use between these times, no cover will apply

12. **Increased Theft excess**

The **excess** for Theft and Attempted Theft of the insured vehicle is increased by £200.

13. **Young or inexperienced driver increased excess**

The policy **excess** is increased by £100 in the event that a driver named on the **schedule** who is under the age of 30 or who has held a full EU or UK licence for less than 3 years is driving or in charge of the insured vehicle at the time of an insured event

Endorsements (continued)

14. **Increased Malicious Damage excess**

The Malicious Damage **excess** is increased by £200

15. **Increased policy excess**

The policy **excess** is increased by £200 in the event of an insured incident

17. **Restricted liability for costs of bespoke paintwork / signwriting.**

The maximum **we** will pay in the event of damage to bespoke paintwork or signwriting on the doors or body panels of the insured vehicle is £1000 any one insurable event

18. **Trailer Cover**

In return for an additional premium **we** will provide the same level of cover to the trailer **you** have specified to **us** as the insured vehicle. This cover only applies whilst the trailer is attached and excludes and goods or tools within the trailer

19. **Include personal possessions**

Personal possessions to a value of £100 are covered if they are lost or damaged during an insured event subject to any **excess** shown in **your** policy documents. They must be kept from view in a locked glove compartment or other storage facility when the vehicle is unattended and the windows must be closed and doors locked

20. **Exclusion of Injury Benefits**

Injury benefits are excluded except as required by the Road Traffic Acts

21. **Additional voluntary excess**

You have agreed to pay an additional voluntary excess in the event of more than one fault claim in any one policy year

22. **Protected No Claims Bonus**

In return for an additional premium, **we** will not reduce **your** No Claims Bonus for the first 2 claims where **we** do not make 100% recovery (excluding windscreen claims).

Endorsements (continued)

23. **Modifications**

We have accepted the modifications **you** have notified to **us** and will pay up to £1000 to replace, repair or reinstate the modifications to the pre-incident condition

24. **Medical Benefits Included**

Emergency medical treatment is included for the driver and passengers to a maximum benefit of £100 per person

25. **Hotel Benefit Included**

If **your** vehicle cannot be driven after an accident or loss covered under section 1 of this policy, **we** will pay up to £150 for the driver (or £250 in total for all the people in the vehicle) towards the cost of hotel expenses for an overnight stop if this is necessary and **you** are more than 25 miles from the normal overnight parking address shown in **your schedule**.

26. **Audio, Visual and Navigational Equipment Included**

Audio, Visual and Navigational Equipment cover is included to the value of £500 if permanently fitted to the vehicle. No cover for theft applies unless the vehicle is stolen at the same time.

27. **Working Radius**

You have advised **us** that **you** work within a 75 mile radius of **your** business address and have received a discount to **your** premium in return. If **you** are involved in an incident that leads to a bone fide claim whilst on business more than 75 miles from **your** business address, any excesses that apply will be doubled

28. **Annual Mileage**

The total annual mileage must not exceed the level that appears on the **Schedule**. We will charge an additional premium equivalent to the amount we would have charged had the correct mileage been notified to us.

29. **Breakdown cover**

This policy is extended to give vehicle breakdown assistance if it appears in **your** policy book. Please read the Breakdown section carefully to understand the cover **you** have.

Endorsements (continued)

30. **Accidental Death Benefit**

Accidental Death Benefit is included on **your** policy. Please read the Policy Book for full terms and conditions

31. **Driving other vehicles included**

You are insured to drive other vehicles not owned by **you** or a member of **your** family or **your** business partner(s). Cover is restricted to Third Party liability and does not provide any cover for loss or damage caused to the other vehicle you are driving. This cover is intended for emergency use and if **you** plan to drive someone else's vehicle regularly, **you** should be named on their policy

Moorhouse Motor Benefits

The following pages contain details of the additional benefits provided by Moorhouse Xbroker.

You will need to read the information that follows carefully as it describes who is providing the cover and how to make a claim. It will also give you information that you may require in the event you wish to make a complaint.

Accidental Death Benefit

This insurance covers accidental death that happens during any period of insurance for which **you** have paid, or agreed to pay, the premium.

This section is underwritten by Syndicate 2007. Syndicate 2007 is managed by Novae Syndicates Limited, which is authorised and regulated by the Financial Services Authority, registration number 204888.

The cover

This insurance covers the **insured person** whilst driving the insured vehicle named in the **insured person's** motor insurance policy for a death benefit of £10,000.

This forms part of the **insured person's** motor insurance policy. In the event of cancellation/non-renewal of the **insured person's** motor insurance policy, all cover under this insurance shall cease.

The maximum accumulation limit for any one **accident** shall be £10,000.

SUBJECT TO THE FOLLOWING WARRANTIES, DEFINITIONS, EXCLUSIONS AND CONDITIONS

Warranties

1. That the **insured person** has not attained 70 years of age.
2. That the **insured person** is normally resident in the United Kingdom.
3. That this insurance excludes all claims arising from physical or mental conditions or disabilities of a recurring or chronic nature from which the **insured person(s)** suffered, and was known to suffer, prior to the inception of this insurance.

Definitions applicable to Accidental Death Benefit

Accident means any **incident** which is caused by a sudden, unexpected event occurring at a time and place following a road incident within the UK.

Insured person means the person driving the vehicle at the time of an insured event provided that person is entitled to drive under the **Certificate of Motor Insurance** during the **period of insurance**.

Accidental Death Benefit (continued)

Insurer means Novae Syndicates Limited.

Novae Syndicates Limited is made up of the Lloyd's underwriters who have insured the **insured person** under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. The **insured person** can ask for the names of the underwriters and the share of the risk each has taken on.

Period of insurance means the period of time covered by this insurance.

Territorial limits means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, and up to 21 days in Europe during the **period of insurance**.

Exclusions to Accidental Death Benefit

This insurance does not cover death directly or indirectly arising out of or consequent upon or contributed to by:

1. The **insured person** committing or attempting to commit suicide or intentionally inflicting self-injury, while sane or insane.
2. War, invasion, act of foreign enemy, hostilities (whether war to be declared or not), civil war, rebellion, revolution, terrorist activity, insurrection or usurped power (except where **we** need to provide cover to meet the minimum insurance required by the relevant law).
3. The actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.
4. Nuclear reaction, nuclear radiation or radioactive contamination.
5. Venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV) howsoever these have been acquired or may be named.
6. Deliberate exposure to exceptional danger (except in an attempt to save human life) or the **insured person's** own criminal act or being under influence of alcohol or drugs.
7. The **Insured Person** being intoxicated by alcohol or drugs.
8. Neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or emotional diseases or disorders of any type.

Accidental Death Benefit (continued)

Conditions Applicable to Accidental Death Benefit

1. Notice must be given to the **insurer** as soon as reasonably practicable in the event of the death of the **insured person** resulting or alleged to result from an **accident**.
2. It is a condition precedent to the **insurer's** liability to pay compensation to the **insured person** or his representatives that all medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical advisor appointed by or on behalf of the **insurer** and that such medical advisors shall, for the purpose of reviewing the claim, be allowed as often as may be deemed necessary to make examination of the **insured person**.
3. Any fraud, concealment or deliberate mis-statement either in the proposal on which this insurance is based or in relation to any other matter affecting this insurance or in connection with the making of any claim hereunder shall render this insurance null and void and all claims hereunder shall be forfeited.
4. If a physical disability or condition of the **insured person** which existed before the **accident** occurred, the amount of any compensation payable under this insurance in respect of the consequences of the **accident** shall be the amount which is reasonably considered would have been payable if such consequences had not been so aggravated.
5. The Police must be notified immediately following any event likely to give rise to a claim under this insurance.

Claims Procedure for Accidental Death Benefit

In the event of a claim under this section contact:

One Claims, 1-4 Limes Court, Conduit Lane, Hoddesdon, Hertfordshire EN11 8EP

Telephone: +44 (0) 1992 708708
Facsimile: +44 (0) 1992 450717
E-mail: mail@oneclaims.com

Any claim must be reported as soon as possible.

Accidental Death Benefit (continued)

Complaints Procedure for Accidental Death Benefit

We aim to offer a first class service. However, if you need to complain:

- Contact your **insurance advisor** who will be pleased to help **you**.
- If **your** complaint is about a claim, please contact **your** claims handler whose details will be shown in **your** claims documents.
- If after contacting **your insurance advisor** or the claims handler, **you** are not satisfied with the way the complaint has been dealt with, **you** can write to:

The Chief Executive, Novae Management, 71 Fenchurch Street, London EC3M 4HH

Please quote **your** policy number, as it will help **us** to deal with your complaint promptly.

- If **you** are still not satisfied, **you** can ask the Complaints Department at Lloyd's to review **your** case. The address is:

Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA

Telephone: +44 (0) 20 7327 5693
Facsimile: +44 (0) 20 7327 5225
E-mail: complaints@lloyds.com

- **You** can also refer **your** complaint to:

The Financial Ombudsman Service, South Quay Plaza II, 183 Marsh Wall, London E14 9SR

These procedures do not affect **your** right to take legal action.

Breakdown Cover

Welcome to Moorhouse Breakdown Recovery

To make sure that **you** get the most from **your** cover, please take time to read the **breakdown** cover section of **your** Policy, which explains the contract between **us**. If **you** have any questions or would like more information then please contact **us**. This section of the Policy is controlled on behalf of Moorhouse **Breakdown** Recovery by RAC Motoring Services.

Terms and conditions

This Policy is a contract between **Us** and **You**. **We** agree to pay for those costs set out in this section of the Policy, which occur during the **Period of Cover** and for which payment of the appropriate premium has been made and subject to the following Policy terms and conditions.

Definitions

Below are certain words that have a specific meaning in this section of the Policy and wherever these words appear they have the following meaning:

“**Accident**” means an Accidental crash immobilising the insured **Vehicle**.

“**Breakdown**” means unforeseen mechanical or electrical failure during the **Period of Cover** in the United Kingdom which has either immobilised **Your Vehicle** or made it unsafe to drive.

“**Claim**” means a call for assistance under this Section of the Policy.

“**Home**” means the address where **You** live in the United Kingdom.

“**Period of Cover**” means the duration of **Your** cover as stated in **Your** Policy **Documents**.

“Policy **Documents**” means this Policy wording and all associated documentation provided to **You** by **Your** insurer on **Our** behalf.

“**Resident of the United Kingdom**” means a person living permanently in the United Kingdom or a person employed by a company having its registered office in the United Kingdom.

Breakdown Cover (continued)

“**Specialist Equipment**” is equipment not carried by **RAC** patrols or **RAC** contractors.

“**The Party/Your Party**” means the persons including **You**, travelling with **You** in the **Vehicle**.

“**United Kingdom/UK**” means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

“**Vehicle**” means the **Vehicle** specified in the Policy **Schedule** as being eligible to receive services under this section of the Policy.

“**We/Our/Us/RAC**” means **RAC** Motoring Services and/or RAC Insurance Limited.

“**You/Your**” means the person(s) named in the Policy **Documents** when driving the **Vehicle**, or any other person driving the **Vehicle** with the owner’s consent.

Important information

Period of Cover

- **Your** cover is for one year, renewable annually.
- This Policy will automatically terminate in the event that **Your** related motor insurance policy terminates

Choice of law

The laws of England and Wales govern **Your** Policy, unless **You** and **RAC** agree otherwise and the agreement has been put in writing by **RAC**.

Use of Language

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

Telephone recording

For our joint protection, telephone calls may be recorded and/or monitored.

Breakdown Cover (continued)

What to do if You Breakdown

If You are unfortunate enough to **Breakdown**, please follow these simple steps.

1. Call the appropriate number stated in the table below.
2. Have to hand **Your** policy number and **Vehicle** registration.
3. Advise the operator of the location of **Your Vehicle** and the nature of the fault.

RAC will then advise how to proceed and what form of assistance would be the most appropriate.

Remember to always call **RAC** first. Please do not go ahead and make **Your** own arrangements as **RAC** cannot reimburse costs incurred without prior authorisation.

UK 0800 0924138*

***Calls may be recorded and/or monitored. Members with hearing difficulties will need to prefix 18001 before dialling the relevant number to be connected to Type talk or use the SMS facilities on 07855 828282.**

Services provided

Service in the UK

Cover applies to **Vehicles** registered with the DVLA in Swansea or Northern Ireland only.

Roadside

If **You** are stranded on a public highway (or other road or area to which the public has the right of access) as a result of a **Breakdown** to **Your Vehicle**, **We** will send an **RAC** patrol or contractor to help **You**.

We will try to repair **Your Vehicle** at the Roadside. Roadside includes labour at the scene of the **Breakdown** (but not labour at any garage to which the **Vehicle** is taken).

Breakdown Cover (continued)

If We cannot repair the **Vehicle** at the Roadside, and **We** believe repairs are unwise or cannot be completed within a reasonable time, **We** will take the **Vehicle** and up to 8 people to a destination of **Your** choice within 10 miles of the scene of the **Breakdown**. If **You** have no preferred destination, **We** will take the **Vehicle** to a nearby garage. If **You** wish the **Vehicle** to be taken to any other destination, **You** will have to pay for the towage costs for the whole distance.

If **You** need to leave **Your Vehicle** at the garage **We** will reimburse **You** for taxi fares up to 20 miles (a receipt must be obtained) for you and up to 7 passengers

Roadside does not cover:

1. Breakdowns which would be prevented by routine servicing of **Your Vehicle**
2. Any labour other than that incurred at the Roadside
3. Replacing tyres or windows
4. Missing or broken keys. **We** will try to arrange the services of a locksmith but **You** will have to pay for them
5. The cost of ferry crossings, road toll and congestion charges
6. **Vehicles** being demonstrated or delivered by motor traders, or used under trade plates
7. **Vehicles**, which, according to Our patrol or contractor, had broken down or were unroadworthy before **You** took out **Your** Policy
8. **Vehicles**, which **Breakdown** within 1/4 mile of **Your** Home address or where **You** normally keep the **Vehicle**
9. Contaminated fuel problems. **We** will arrange for **Your Vehicle** to be taken to a local garage for assistance, but **You** will have to pay for the work carried out
10. The cost of parts, fuel or other supplies
11. Any **Vehicle** storage charges incurred when **You** are using **Our** services
12. Labour at any garage to which the **Vehicle** is taken
13. **Breakdown** caused by or following an Accident, fire, theft or act of vandalism.
If **You** call **Us** for assistance following such an incident **You** will be liable to pay **Us** for removal (Subject to the terms of **Your** insurance Policy, **You** can then reclaim these costs through **Your** insurance)
14. The tow or transport of any **Vehicle**, which, in **Our** reasonable opinion, is loaded beyond its legal limit
15. Any **Vehicle** in a position where **We** cannot work on it or tow it, or wheels have been removed, **We** can arrange to rectify this but **You** will have to pay the costs involved
16. Any animals in **Your Vehicle**, please note that their onward transportation is at **Our** discretion and solely at **Your** risk. **We** will not insure any animal, including livestock in transit, during any onward transportation **We** undertake.

Breakdown Cover (continued)

General conditions

Credit card details

We will require **You** credit card details if We arrange a service for **You** which is not covered by this section of **Your** Policy or if it exceeds the Policy limits set out in this document. If **You** do not provide **Us** with **Your** credit card details **RAC** will not be able to provide certain services which will be notified to **You** when credit card details are requested.

Caravans and trailers

The **Vehicle** restrictions in this section of **Your** Policy apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6 metres. If the **Vehicle** which has suffered a **Breakdown** is towing a caravan or trailer and **We** provide **Recovery**, the caravan or trailer will be Recovered together with the **Vehicle** to a single destination within 10 miles of the scene of the breakdown. Other than as set out in this paragraph caravans and trailers are not covered by this section of **Your** Policy.

We do **Our** best to find solutions to motoring problems, but **We** regret **We** cannot arrange a replacement caravan or trailer in the event of Breakdown or Accident damage which cannot be repaired.

Unforeseeable losses or events

Except in relation to any claim **You** may have for death or personal injury, if **We** are in breach of the arrangements under this contract, **We** will not be liable for any losses or damages which are not a reasonably foreseeable result of any such breach, for example, loss of profit, loss of revenue or anticipated savings, loss of contacts, or for any business losses.

We do not guarantee the provision of any of the benefits under this section of **Your** Policy, if there is anything beyond **Our** reasonable control or the reasonable control of any service provider which prevents **Us** or a service provider from providing that benefit. Benefits may be refused if **You** or any of **Your Party** behaves in a threatening or abusive way to any persons providing service under **Your** Policy.

Taxi bookings

In some circumstances it can be quicker and easier for **You** to arrange a taxi. **We** may ask **You** to make **Your** own arrangements for taxi service. If so please send **Your** receipts to **Us** and **We** will reimburse **You**.

Breakdown Cover (continued)

Service providers

The garages, **Breakdown/Recovery** companies, repairers, car hire companies and other third party service providers whose services are arranged by **RAC** on **Your** behalf and/or paid for under this section of **Your** Policy by **RAC** on **Your** behalf are not approved by **RAC**. They are not agents of **RAC** and **RAC** cannot be held liable for acts or omissions of such garages or other third parties. **You** are responsible for authorising repairs and making sure any repairs to **Your** Vehicle are carried out to **Your** satisfaction.

Vehicle condition

Your Vehicle must be roadworthy and in good mechanical condition when **You** apply for cover and **You** must keep it in that condition.

Fraud

If any Claim is found to be fraudulent in any way **Your** Policy will be cancelled immediately and all claims forfeited.

General exclusions

In addition to any limits and exclusions noted elsewhere in this section of **Your** Policy, this section of **Your** Policy does not cover:

1. Costs for anything which was not caused by the incident **You** are claiming for
2. **Vehicles** which have broken down as a result of taking part in a motor sport event which takes place off the road and/or is not subject to the normal rules of the road or which **Breakdown** as a result of a motor sport event which takes place on permanent or temporarily constructed race track (e.g. Snetterton, Oulton Park) or rally circuit. For example, **Vehicles** participating in a treasure hunt, touring assembly or navigational road rally which takes place on the road and comply with normal rules of the road are covered but **Vehicles** participating in any off-road rally will not be covered
3. Any claim if you **breakdown** at a motor trader's premises, garage or premises offering **vehicle** repair.
4. The cost of all parts, garage, labour or other costs in excess of **Your** Policy limits set out in the document.
5. Loss caused by any delay, whether the benefit or service is being provided by **Us** or someone else (for example a garage, hotel, vehicle hire company, carrier, etc)
6. Any incident affecting a **Vehicle** hired under the terms of this section of **Your** Policy
7. Routine servicing of **Your Vehicle**, replacing tyres, missing or broken keys, or replacing windows. **We** may be able to arrange for the provision of these Services but **You** must pay any costs incurred. Note: Keys which are locked inside a **Vehicle** are covered and **We** can arrange for a contractor to attend. However, any damage which may occur in trying to retrieve the keys will be at **Your** risk

Breakdown Cover (continued)

8. Any claim caused directly or indirectly by:
Your property being held, taken, returned, destroyed or damaged under the order of any Government or other Authority war, invasion, civil unrest, revolution, terrorism or any similar event
9. Any Claim caused directly or indirectly by the overloading of **Your Vehicle** and/or any caravan or trailer
10. Any Claim as a result of **Vehicle Breakdown** due to:
running out of oil or water
frost damage
rust or corrosion
tyres which are not roadworthy
using the incorrect fuel.
11. Any Claim caused directly or indirectly by the effect of intoxicating liquors or drugs
12. Any Claim where **Your Vehicle** is being driven by persons who do not hold a full United Kingdom or other recognised and accepted driving licence
13. Any Claim which **You** have made successfully under any other Policy of insurance held by **You**. If the value of **Your** Claim is more than the amount **You** can get from **Your** other insurance **We** may pay the difference subject to Policy limits and exclusions
14. The cost of any transportation, accommodation or care of any animal. Any onward transportation is at **Our** discretion and solely at **Your** risk. **We** will not insure any animal during any onward transportation **We** may undertake
15. Any period outside **Your** Period of Cover
16. Any **Vehicle** other than a car, motorcycle 121cc or over, motor caravan, minibus fitted with not more than 17 seats including driver, light van, estate car, MPV or 4 x 4 sport utility **Vehicle** and provided that the **Vehicle** conforms to the following specification:
maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM)
17. maximum overall dimensions of length 5.5 metres, height 3 metres, width 2.25 metres (all including any load carried)
18. The **Vehicle** restrictions apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6 metres. If the **Vehicle** which has suffered a **Breakdown** is towing a caravan or trailer and **We** provide **Recovery**, the caravan or trailer will be Recovered together with the **Vehicle** to a single destination within 10 miles of the scene of the breakdown. Other than as set out above caravans and trailers are not covered by this section of **Your** Policy.
19. Any Claim by **You** unless **You** are Resident of the United Kingdom and the **Vehicle** is registered with the DVLA in Swansea or Northern Ireland
20. Any **Vehicle** carrying more persons than recommended by the manufacturer, up to 8 persons maximum (including the driver). For minibuses the maximum is increased to 17 persons (including the driver). Each person must occupy a separate fixed seat fitted during **Vehicle** construction and to the manufacturer's specification

Breakdown Cover (continued)

21. **Your Vehicle** if it is unattended
22. Any personal effects, valuables or luggage left in **Your Vehicle** or in any trailer, boat or caravan or any other item being towed by or used in conjunction with the **Vehicle**. These are **Your** responsibility.
23. Specialist Equipment costs. **We** will however arrange for the specialist services if needed, but **You** will have to pay for any additional costs direct to the contractor.
24. Any costs which are not directly covered by the terms and conditions of this section of **Your** Policy
25. **Vehicles** which were broken down or unroadworthy at the start of this Policy.
26. It is a legal requirement that **Vehicles** used or recovered with their wheels in contact with the public highway must have a valid current excise licence. Where no current excise licence is displayed **We** will attempt to fix **Your Vehicle** at the roadside but will not provide any other service or benefit.
27. (The above is not applicable to those **vehicles** exempt under Section 5 of the Vehicle Excise and Registration Act 1994, which includes certain types of **vehicles**, including certain old **vehicles**, agricultural **vehicles** and emergency **vehicles**. For further information please contact DVLA at www.dvla.gov.uk/).
28. The costs of any parts provided by **RAC** to fix **Your Vehicle** at the roadside must be paid in full by credit/debit card at time of Breakdown before work can commence.

Battery related faults

For battery related faults **Your** Policy entitlements are as follows:

- **RAC's** initial attendance for a battery related fault is included in **Your** Policy's entitlement.
- The fitting of any parts or batteries purchased by **You** prior to our attendance is not covered. This is to ensure that parts are fitted from reputable sources in order to avoid secondary callouts.
- **RAC** will test Your battery at that initial Breakdown attendance. If the battery is no longer serviceable and so fails the test **You** will be advised to replace it.
- If a condemned (non serviceable) battery is not replaced, a charge of no less than £59 will apply for further assistance to a battery related fault. The charge will be payable by credit or debit card before assistance can be arranged.
- If **We** do not receive the payment within 14 days of the invoice date **Your** Policy will be cancelled without refund

Breakdown Cover (continued)

Your right to cancel

1. **You** are entitled to cancel **Your** Policy up to 14 days following the commencement (or renewal) date of cover, or the date **You** receive **Your** terms and conditions booklet, whichever happens later.
2. **You** cannot cancel this section of **Your** Policy without also cancelling **Your** related motor insurance Policy.
3. If **You** have not made a claim within the first 14 days **We** will refund the cost of this section of **Your** Policy less a pro rata charge for the period of time that **You** have had cover.
4. If **You** use the service within the first 14 days and decide to cancel, **You** will not be eligible for any refund.
5. If **You** cancel the Policy after 14 days, no refund or credit will be applied.
6. If **You** do not pay for **Your** premium promptly, **We** will cancel **Your** Policy.
7. **Your** Policy will automatically terminate in the event that **Your** related motor insurance Policy terminates.
8. To cancel **Your** Policy please contact **Your** broker.

Caring for our customers

We are committed to providing **You** with the highest standard of service and customer care. **We** realise, however, there may be occasions when **You** feel **You** did not receive the standard of service **You** expected. Should **You** have cause for complaint about any aspect of the service **We** have provided to **You** and **You** have already called Customer Services, who have been unable to resolve the matter to **Your** complete satisfaction, please contact **Us** at the relevant address indicated and **We** will work with **You** to resolve **Your** complaint.

We will deal promptly with **Your** query. Unless **We** can satisfactorily resolve **Your** complaint within 24 hours **We** will send **You** an acknowledgement within five working days, along with a leaflet outlining **Our** complaints procedures. In the unlikely event that we cannot resolve **Your** complaint to **Your** satisfaction, depending on the product and the nature of **Your** complaint **You** may refer **Your** concerns to the Financial Ombudsman Service.

Please quote **Your** full name, contact telephone number, membership or policy number and where applicable **Your** Vehicle registration in any communication.

If **You** have used **Our** breakdown service and are dissatisfied with any aspect of the service, please bring the complaint to **Our** attention as soon as **You** can (if possible, within 28 days of becoming aware of it). This does not affect **Your** statutory rights to take legal action or exercise any other legal remedy.

Breakdown Cover (continued)

Please write to **Us** at: **Breakdown** Customer Care, RAC Motoring Services, RAC House, PO Box 200, Walsall, WS5 4QZ or email: breakdowncustomercare@rac.co.uk

If **You** are dissatisfied with any other aspect of **RAC's** services, please contact **Us** at the following address: Membership Customer Care, RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol, BS32 4QN or email: membershipcustomercare@rac.co.uk

An acknowledgement that **Your** complaint has been received will be sent to **You** within 5 working days following which **Your** complaint will be investigated on behalf of the Chief Executive.

Financial Services Compensation Scheme

RAC Insurance Limited and **RAC** Motoring Services (in respect of insurance mediation activities only) are covered by the Financial Services Compensation Scheme (FSCS). If **we** were unable to meet our obligations **you** may be entitled to compensation from the scheme, depending on **your** type of insurance and the circumstances of any claim.

Further information about compensation scheme arrangements is available from the FSCS

Data Protection Act – information uses

For the purposes of the Data Protection Act 1998, the data controller in relation to the information **You** supply is RAC Motoring Services (RACMS), (Company No: 1424399), 8 Surrey Street, Norwich, NR1 3NG.

RACMS will share the information **You** provide, together with other information, with **Our** group companies. **We** (**RAC** group companies) may use this for administration, customer services and profiling **Your** purchasing preferences. **We** may disclose **your** information to **Our** service providers and agents for these purposes. **We** may keep **Your** information for a reasonable period to contact **You** about **Our** services.

It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, **we** will ensure that anyone to whom **We** pass your information agrees to treat **Your** information with the same level of protection as if **We** were dealing with it.

Breakdown Cover (continued)

When you give **us** information about another person, **you** confirm that they have authorised **You** to act for them, to consent to the processing and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.

You have the right to ask for a copy of **Your** information (for which **We** will charge a small fee) and to correct any inaccuracies.

Sensitive data

By proceeding with this contract **You** give **Us** consent to use **Your** sensitive personal data e.g. health data for **Your** registration under the Motability Scheme (if appropriate), solely for the purposes for which **You** submit it.