



## LIGHT COMMERCIAL VEHICLE INSURANCE POLICY



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

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

*Please read and check these documents very carefully and keep them in a safe place. If you have any questions about the cover we are providing, or you wish to change the cover, please contact your Insurance Broker immediately. If during the period of insurance the cover provided by your insurance policy is changed, replacement documents incorporating the changes will be issued.*

## The Insurance

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

Signature.....

Chief Executive, Broker Direct Plc

for .....  
Trafalgar Insurance PLC

## The Meaning of Words

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

**Comprehensive cover** - All parts of this policy will apply if you have chosen comprehensive cover. There may be endorsements written into your current schedule which may limit this cover.

**Third party fire and theft cover** - Sections A,B,C,H and I only will apply if you have chosen third party fire and theft cover. Under Section B Loss of or damage to your vehicle, cover is limited to loss of or damage to your vehicle caused by fire, lightning, explosion, theft or attempted theft. There may be endorsements written into your current schedule which may limit this cover.

**Third party only cover** - Sections A,C,H and I only will apply if you have chosen third party only cover.

**Excess** – The amount you will have to pay if your vehicle is lost, stolen or damaged.

**Hazardous Goods** – The term hazardous goods means those detailed in:

- The Dangerous Substances (Conveyance by Road in Road Tankers and Tank Containers) Regulations 1992
- The Carriage of Dangerous Goods (Classification Packaging and Labelling) and Use of Transportable Pressure Receptacles Regulations 1996
- The Carriage of Explosives by Road Regulations 1996
- The Approved List of dangerous Substances as published by the Health and Safety Executive and any other legislation of similar intent (including subsequent legislation) if applicable.

**Husband or Wife** – The person you are legally married to.

**Insured value** – The market value of your vehicle at the time it is lost, stolen or damaged. This value will not be more than the estimate of its value which you last gave us.

**Terrorism** - Any act, including, but not limited to, the preparation of, use of or threat of any force, violence or life threatening act by any person or group of persons acting alone or on behalf of or in connection with any organisation or government, which appears to be intended to or from its nature and context is done in connection with political, religious, ideological or similar purpose, including the intention to influence, intimidate or coerce any government or put the public or any section of the public in fear or appears to be intended to disrupt any segment of the economy. Any act deemed by the government to be an act of Terrorism.

**We/us/our** - the licensed insurers, Trafalgar Insurance PLC (Broker Direct Plc will handle claims on behalf of Trafalgar)

**You, your, yourself, the insured** – The policyholder named in the schedule and on the certificate of insurance.

**Your vehicle** – Any vehicle and any accessories on or attached to it as described in:

- paragraph 1 of your current certificate of insurance; or
- your policy schedule.

## Claims Information

**CLAIMLINE: 0800 40 70 30**

An immediate call to CLAIMLINE on 0800 40 70 30 who will ensure that your claim is handled quickly and smoothly. Immediate Assistance is available on this number 24 hours a day, 365 days a year.

CLAIMLINE provides the following services:

- The first point of call to notify a motor accident, damage to your windscreen, vandalism or theft of your vehicle - regardless of fault.
- Experienced claims advisors at the end of the telephone 24 hours, 365 days a year.
- Priority service and speedy repair of your vehicle at one of our authorised repairers.



## ◆ SECTION A

# Your Liability to Others

## What is covered

### 1 Cover we provide for you

We will pay all the amounts for which you are legally liable in respect of:

- the accidental death of or injury to any person; or
- accidental damage to anyone's property.

Caused by or arising out of:

- the use of
- goods falling from
- the operations of loading or unloading your vehicle.

Subject to the indemnity in respect of damage to property being limited to £5,000,000 for any one occurrence or series of occurrences arising from one cause. Whilst the insured vehicle is carrying any hazardous goods, the indemnity is limited to £250,000 for any one occurrence or series of occurrences arising from one cause.

### 2 Cover we provide for other people

We will cover the following people for legal liabilities to others:

- Anyone you allow to drive your vehicle as long as they are allowed by your certificate of insurance and schedule and are using your vehicle within the Limitations of Use specified.

- Anyone travelling in, getting into or out of your vehicle.
- All companies forming the insured as though separate policies had been issued in their individual names.
- Any principal of the insured provided that the insured would have been entitled to cover if the claim had been made against the insured.

### 3 Your legally appointed representatives

After the death of anyone who is covered under this policy, we will protect that person's estate against any liability they had if that liability is insured under this policy.

### 4 Legal fees and expenses

If there is an accident insured under this policy we will arrange and pay for:

- a solicitor or barrister to represent anyone insured under this policy at a coroner's inquest or court of summary jurisdiction;
- defending anyone covered under this policy if they are charged with manslaughter or causing death by reckless or dangerous driving; or
- any costs we give our written agreement to.

## What is not covered

We will not cover liability for death of or injury to any employee in the course of their employment by anyone insured by this policy if the employer is covered by an Employer's Liability policy.

We will not cover liability for loss of or damage to property which belongs to, or is held in trust by, or is in the care, custody or control of, any person insured by this policy.

This section does not cover loss of or damage to your vehicle or trailer.

The liability of anyone who is covered under any other policy.

Any contractual liability.

Damage to any bridge, viaduct, weightbridge, road or anything beneath by vibration or by the weight of your vehicle and its load if your vehicle and/or trailer exceeds the maximum gross vehicle, plated or train weight permitted by the relevant law.

Death of or bodily injury to any person or damage to property directly or indirectly caused by Pollution or Contamination unless the Pollution or Contamination is directly caused by a sudden identified, individual, unintentional and unexpected incident which entirely takes place at a specific time and location during the Period of Insurance.

All Pollution or Contamination which results out of one incident shall be considered to have occurred at the time the incident took place. This exclusion to the policy shall not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation in-force within the territorial limits of this policy.

We will not cover liability for loss, damage, injury, death or any other cost or expense directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism except as is necessary to meet the requirements of any compulsory motor insurance legislation in force within the territorial limits of this policy.

Any liability to anyone covered by this policy where the terms, conditions or exceptions have been breached.

We shall not be liable for claims for death, bodily injury, damage to property and aircraft, arising out of the use of your vehicle on any part of an airport or airfield (including military bases) where the general public have no right of access.



## ◆ SECTION B

# Loss of or Damage to your Vehicle

## What is covered

We will, at your request, pay for:

- loss of or damage to your vehicle up to the insured value of your vehicle; and
- the cost of protecting and removing your vehicle to the nearest repairer and the reasonable cost of delivering your vehicle back to you after it has been repaired; and
- the cost of replacing: affected locks; and/or lock transmitter and central-locking system; and/or affected parts of the immobiliser or alarm (or both), if the keys or lock transmitter of your vehicle are lost or stolen, up to a maximum cost of £1,000 in total for any claim arising solely out of this cause.

If your vehicle is insured comprehensively and is being repaired by one of our authorised repairers, subject to availability, they will provide you with use of a loan vehicle up to 3.5 tons whilst your vehicle is being repaired.

### Obsolete and Spare Parts

If any part or accessory is not available, the most we will pay for that part will be the cost shown in the manufacturer's last UK price list, plus a reasonable fitting cost.

### Replacing your vehicle

If at the time of accident or loss the Insured vehicle was purchased by you as new in the United Kingdom, is less than 12 months old (from the date of first registration), and the cost of repairs/replacement exceeds 60% of the cost of an identical replacement vehicle (based on the United Kingdom list price), we will at our option replace your vehicle with a new one of the same make, model and specification.

## What is not covered

- We will not cover any damage to your vehicle if at the time of the damage your vehicle was being driven by a person aged 17 to 24 and that person is not named in Section 5 of your certificate of insurance.
- If your vehicle is lost, stolen or damaged, you will have to pay the first part of any claim as stated in your policy schedule.
- We will not pay any more than £500, (£250 if cover is Third Party Fire & Theft) for loss of or damage to permanently fitted audio equipment, navigation systems, telephones, two-way radios and their ancillary equipment unless it is the manufacturer's standard equipment for your vehicle when built and you have chosen comprehensive policy cover.  
*If such equipment is designed to be removable or partly removable and cannot function independently of the vehicle, we will pay for loss or damage occurring in a building when the equipment has been removed temporarily for safekeeping.*
- Loss of or damage caused directly or indirectly by fire if your vehicle is equipped for the cooking and/or heating of food and/or drink.
- Confiscation or requisition or destruction of your vehicle by or under order of any Government, Public or Local Authority
- We will not cover loss of your vehicle, accessories or spare parts if it is unattended at any time and the ignition key or card is in or on your vehicle.
- We will not cover depreciation, wear and tear, or loss of value after repairing your vehicle, mechanical, electrical, electronic or computer failures, breakdowns or breakages.
- We will not cover damage to tyres caused by braking, punctures, cuts or bursts.
- We will not cover any damage or destruction due to pressure waves caused by aircraft or other flying objects.
- We will not pay for any damage which existed before our cover commenced.



## ◆ SECTION C

### Emergency Treatment

If there is an accident insured by this policy, we will pay for emergency medical treatment which must be provided under any compulsory motor insurance legislation.

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

## ◆ SECTION D

### Medical Expenses

We will pay medical, surgical and dental fees up to £100 for each person being carried in your vehicle if they are injured in an accident involving your vehicle.

## ◆ SECTION E

### Personal Belongings

#### What is covered

We will pay, at your request, up to £100 for personal belongings while in or on your vehicle if they are lost or damaged by accident, fire, theft or attempted theft.

#### What is not covered

We will not pay for loss or damage to:

- money;
- securities (financial certificates such as shares and bonds);
- jewellery, watches;
- mobile phones, pagers and other communication equipment or;
- goods or samples which you or any person insured by this policy carry in connection with any trade or business.

## ◆ SECTION F

### If You or Your Husband or Wife are involved in an Accident

#### What is covered

If you or your husband or wife are in an accident while travelling in your vehicle or getting into or out of your vehicle and this is the only cause of death or bodily injury to you or your husband or wife, we will pay £2,000 per person if:

- you or your husband or wife die;
- you or your husband or wife suffer the total and permanent loss of sight in one or both eyes; or
- you or your husband or wife lose any limbs.

#### What is not covered

We will not cover death or loss of sight or limb if this happens more than three months after the accident.

We will not cover any loss under this section if you are a firm, company or more than one person.

We will not make any payment for people aged 75 or over.

We will not cover any loss due to:

- deliberately injuring yourself or your husband or wife;
- suicide or attempted suicide;
- any injury caused by a natural disease or weakness;
- or any injury caused by being under the influence of drugs or alcohol to a level which would be a driving offence in the country where the accident happens
- Human Immunodeficiency Virus (HIV) and/or Acquired Immune Deficiency Syndrome (AIDS).



## ◆ SECTION G

### Trailers

#### What is covered

We will provide indemnity in term of Section A and C in respect of:

- i any disabled mechanically propelled vehicle which is being towed by your vehicle
- ii any trailer owned by you or for which you are responsible whilst it is:
  - a) attached to your vehicle
  - b) detached from any vehicle

Provided that you are not entitled to indemnity under any other policy we will also indemnify you (and no other person) in the terms of Section A and C in respect of any trailer described above whilst it is attached to a vehicle which is neither owned by you nor in your custody or control.

#### What is not covered

We shall not be liable for any liability arising out of the operation as a tool of trade or any plant forming part of the trailer (other than a lifting device for self loading) except so far as is necessary to meet the requirements of any compulsory motor insurance legislation.

Loss or damage to the towed vehicle or trailer or to property being conveyed by it.

Loss or damage while the towed vehicle or trailer is being towed for reward.

## ◆ SECTION H

### Foreign Travel and European Union Compulsory Insurance

The policy provides the minimum cover you need by law in the following countries to use your vehicle:

- Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, Andorra (Covered under France & Spain), Austria, Belgium, Croatia, Czech Republic, Denmark, Finland, France, Gibraltar, Germany, Greece, Hungary, Iceland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, San Marino, Slovakia, Slovenia, Spain, Sweden & Switzerland.

Provided that:

- your vehicle is taxed and registered in the UK
- your vehicle is permanently kept in the UK
- your main permanent address is in the UK
- your visit is temporary and does not exceed 45 days in any one period of insurance.

If you wish to increase the level of cover up to the cover shown on your schedule, you must give us at least 14 days notice of your intended journey and, if required, an additional premium must be paid. The policy may be subject to increased terms and conditions.

## ◆ SECTION I

### No Claim Discount

If you do not make a claim under your policy, we will reduce your premium in line with our current No Claim Discount Scale.

If you do make a claim under this policy, your No Claim Discount may

be reduced in line with our current No Claim Discount Stepback Scale.

No Claim Discount can only be earned by you if your policy has been in force for a period of 12 months.



## General Exceptions applying to all parts of this Policy

This policy does not cover the following.

- 1 We will not cover loss or damage or legal liability directly or indirectly caused by:
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.
- 2 We will not cover loss, damage, injury or liability as a result of:
  - earthquake;
  - underground fire; or
  - war, invasion, revolution or any similar event.

However, we will provide the cover you need by any compulsory motor insurance legislation.

- 3 We will not cover any claim or damage arising while your vehicle is being:
  - driven by anyone who is not mentioned in the Person or classes of people entitled to drive section noted in the current certificate of insurance; or
  - used for a purpose which is not permitted by the certificate of insurance.
  - driven by anyone who does not hold a licence to drive the vehicle or who has a Provisional Licence and is not accompanied by a holder of a Full Licence.

However, this exception does not apply to:

- Claims under Section B (Loss of or Damage to your vehicle) and
- the cover given to you (and no other person) under Section A (Your liability to others)

while your vehicle is being used by a motor trader for servicing or repair.

- 4 We will not cover any loss, damage or liability caused by riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands other than as required by any compulsory motor insurance legislation.
- 5 Any loss, damage or liability arising from an accident outside Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands other than as provided under Section H.
- 6 Consequential loss to you arising directly or indirectly from accident, injury or loss.
- 7 Legal liability arising out of any judgement in any court outside the territorial limits to which the policy applies.

## General Conditions applying to this Policy

- 1 You shall pay the premium or any premium installment on demand.
- 2 You shall, as soon as reasonably possible, notify us of any accident or claim and shall, with reasonable speed, provide such information as we require.
- 3 How we deal with claims

If your vehicle is lost, stolen or damaged, we may decide to:

- pay for any necessary repairs to your vehicle; if we pay for any necessary repairs to your vehicle, we may decide to use suitable replacement parts that are not supplied by the original manufacturer.
- replace your vehicle; or
- pay you an amount up to the value of any loss or damage to your vehicle.

If your vehicle is under a hire purchase agreement, we will pay the legal owner for the damage to the vehicle.

You must not pay or offer or agree to pay any money or admit liability or settle any claim without our permission.

We can, in your name:

- take over and defend or settle a claim;
- take proceedings at our own expense and benefit to recover any payment for loss, damage, injury or death we have made under this policy.

You must co-operate with us at all times.

- 4 Keeping to the terms of the policy

We will only give you the cover described in the policy if:

- any person claiming has met all the conditions as far as they apply; and
- the declaration and information given in the Statement of Facts on which this policy is based is complete and correct as far as you know.

- 5 Compulsory insurance

If the law of any country in which this policy covers you says we must pay a claim which we would not normally have paid, then we are entitled to ask you for these payments.

- 6 Cancelling your policy

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

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

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

- At cancellation, you are required to return your Motor Insurance Certificate to your insurance broker

Upon cancellation, a return premium will be calculated and:

- If you have paid the total premium and not made a claim, a refund may be payable through your broker less a charge of £50
- If you have been paying the premium by instalments, you remain liable for any outstanding balance and we will write to you to request immediate settlement of any amount due.

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



## General Conditions applying to this Policy (cont.)

### 7 Reasonable precautions

You must take all reasonable precautions to protect your vehicle from loss and damage and to keep it in a good roadworthy condition. You must let one of our authorised representatives inspect your vehicle at any reasonable time.

### 8 Fraud

If the insured or anyone acting on behalf of the insured makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this policy shall be void and the insured will forfeit all rights under the policy. In such circumstances, we retain the right to keep the premium and to recover any sums paid by way of benefit under the policy.

### 9 Choice of law

English law will apply to this contract of insurance unless you and we agree otherwise.

### 10 Vehicle sharing

Your policy also covers your vehicle when you are paid for carrying passengers for social reasons or similar, as long as:

- the vehicle is not built or adapted to carry more than eight passengers (not including the driver);
- the passengers are not being carried as part of a business of carrying passengers; and
- you do not profit from the total amount of money you are paid for the journey.

If you have any doubts as to whether or not any vehicle sharing you have arranged is covered by this policy, please contact your insurance broker immediately.

### 11 Changing your details

You must tell us immediately about any changes in the information recorded in the Statement of Facts that may affect your policy cover. Here are some of the changes you must tell us about:

- you change your vehicle
- changes you make to your vehicle that make your vehicle different from the manufacturer's standard UK specification
- you want to use your vehicle for a purpose not permitted in your certificate of insurance
- you become aware of any medical or physical condition of any driver which may affect their ability to drive
- you, or any other driver covered by your policy, are convicted of a criminal or motoring offence including fixed penalty offences
- you change your address or the address where you normally keep your vehicle
- you or any driver covered under this policy change occupation including any part-time work

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

## Customer Care

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

If your complaint concerns the assistance provided by your Insurance Broker, you may ask the Institute of Insurance Brokers to review your case (Customer Advisory Service, The Institute of Insurance Brokers, IIB House, Midland Road, Higham Ferrers, Northants, NN10 8DW, Telephone No: 01933 410003).

CLAIMLINE

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In the event of an accident or claim

From UK **Phone 0800 40 70 30**

From France Phone **00800 00 40 70 30**

From Spain Phone **07 44 1204 600 399**

All other European Countries Phone **00 44 1204 600 399**

for immediate advice and assistance