



## Commercial Vehicle

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# Welcome to Chaucer Commercial Vehicle

We are pleased to welcome you as a Chaucer Commercial Vehicle policyholder and thank you for choosing to insure your commercial motor vehicle(s) with Chaucer Insurance. We aim to provide the best cover and claims service for all our policyholders to give you peace of mind motoring.

This policy booklet, together with your Policy Schedule, Certificate of Motor Insurance and the Proposal Form or Statement of Insurance, forms the contract between you and us. Please take the time to read and understand it and keep the documents together in a safe place.

We have done everything possible to make your insurance documents as straightforward as possible. This policy booklet gives useful advice on how to make a claim and what you can do if you are unhappy with our service.

If you have any questions, please call your insurance adviser who arranged this cover for you.

On behalf of everyone at Chaucer Insurance we wish you an incident free year with Chaucer Commercial Vehicle.

Yours faithfully

A handwritten signature in black ink, appearing to read 'K Barber', with a small dot at the end.

**K Barber**

Underwriter

Chaucer Insurance



## Important Information

This document is a legally binding contract of insurance between you and us. Please read the definitions on page 6 of this document.

The information you submitted in the Proposal Form or Statement of Insurance forms the basis upon which we have agreed to provide cover. If you know or believe that any information is incorrect or missing, please tell your insurance adviser immediately. If you do not give us accurate and complete information, your insurance may not be valid and we could refuse to pay any claim. If you need a copy of the Proposal Form or Statement of Insurance, please ask your insurance adviser.

We have agreed to insure you under the terms, conditions and exceptions in this document or in any endorsements and you must have paid the premium shown in your Policy Schedule for the policy to be valid.

This document has been issued by Chaucer Insurance under the authority granted by the Lloyd's Underwriting Byelaw 2003.



Signed .....Underwriter

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## Definitions

### Guidance notes

Motor insurance documents are quite complicated, so we have provided guidance notes to help you understand your cover. These notes are not part of the contract.

It is important that the information you give us is accurate, otherwise your insurance may not be valid.

You must read this insurance document together with your schedule and certificate of motor insurance.

The schedule should show details of you and your vehicle and the cover you have asked for.

|   |   |   |
|---|---|---|
| Audio equipment                               | - | permanently-fitted radios, cassette and compact disc players. We do not cover CB radios, telecommunications equipment and portable items (including cassette tapes and compact discs) in this definition.   |
| Certificate of motor insurance                | - | the legal document which is evidence that you have the insurance needed by law. This document shows the insured vehicle, who may drive it and the purposes for which it may be used.  |
| Chaucer Insurance                             | - | the underwriters who will only pay their share of a claim. They are part of an authorised Lloyd's syndicate. If you want to know all their names and what percentage each must pay, write to us quoting the document reference number and the year you started this insurance. You will find this information on your schedule. |
| Consent / Authority / Authorised / Permission | - | agreement granted by an appropriate person for an event to take place, when such agreement is given before the event takes place.   |
| Endorsement                                   | - | a change in the terms of your insurance. An endorsement does not apply unless the number appears in your schedule.  |
| Excess  | - | the amount you have to pay towards any valid claim under this insurance.  |
| Market value                                  | - | the cost of replacing your vehicle, if this is possible, with one of a similar make, model, year, mileage and condition.  |
| Period of insurance                           | - | the length of time covered by this insurance as shown in the schedule.  |
| Retail customer                               | - | an individual who is acting for purposes which are outside his trade, business or profession.   |
| The schedule                                  | - | your details and details of the sections of this insurance document which apply to you.   |
| Unattended                                    | - | when you or any passengers are not sitting in your vehicle.   |
| United Kingdom                                | - | England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.  |
| Voluntary work                                | - | unpaid work for a registered charity or similar organisation.   |
| We, us, our                                   | - | Chaucer Insurance.  |
| You, your                                     | - | the insured person, company, business partnership or firm named in the certificate of motor insurance and the schedule.   |
| Your vehicle                                  | - | the insured vehicle shown in the schedule.  |

# Cover

## Guidance notes

Your own schedule will show which parts of this insurance apply to your vehicle as long as you have paid the premium.

Please check that this is the cover you asked for and tell your insurance adviser if you have any questions.

The cover you have chosen is shown in your schedule. We have divided your cover into different sections.

- 1 **Comprehensive** - If you choose comprehensive cover, all the sections of this document apply.
- 2 **Third party fire and theft** - If you choose third party fire and theft, sections 1, 2, 3, 5, 6, 9, 10 and 11 only apply. The cover under section 6 is restricted to loss or damage caused by fire, theft or attempted theft.
- 3 **Third party only** - If you choose third party only, sections 1, 2, 3, 9, 10 and 11 only apply.

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

# Use

It is important to read your certificate of motor insurance to see how you may use your vehicle. We do not cover certain uses.

Your vehicle will only be covered if you are using it in the way agreed on your certificate of motor insurance, or any endorsements. Use in connection with voluntary work by any authorised driver is permitted by this insurance. Cover is not provided for your vehicle being used on derestricted toll roads. Derestricted toll roads are roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended (including the Nurburgring).

## Liability to others

### Guidance notes

This section explains the cover available if other people claim against you, for injury to them or damage to their property.

### What we cover

#### Your liability while using your vehicle

We will cover any payments that have to be made for:

- death or injury to another person; or
- damage to other people's property;

as a result of an accident arising from your vehicle being used. This will include accidents while loading or unloading your vehicle.

We will not pay more than £5,000,000 for damage to other people's property arising from any one claim or series of claims arising out of one cause.

#### Other drivers using your vehicle

- We will provide cover under this section to any other person using your vehicle with your permission as long as we have agreed this on your certificate of motor insurance. We will also give this cover to any passenger in your vehicle.
- If we think it is necessary, we will arrange for a solicitor to represent anyone covered under this section.

#### Indemnity to principals

If your vehicle is being used for voluntary work or business use by you or any authorised driver, the terms in which we insure you under this section (liability to others) are extended to include any liability attached to a principal by virtue of any contract that you may be under with that principal, as a result of the use of your vehicle.

#### Legal personal representatives

- If anyone covered by this insurance dies, we will deal with any claim made against their estate as long as the claim is covered by this insurance.

**Guidance notes**

**Always check that other drivers have valid licences.**

**We do not have to settle claims under this section if anybody claiming can claim for the same loss on another insurance.**

**What we do not cover**

- a Anyone who is not driving, but who makes a claim, if they knew the driver did not hold a valid driving licence.
- b Anyone who is covered by other insurance.
- c The death of or injury to the driver.
- d Damage, loss of use or any other loss to:
  - any vehicle which is covered under this insurance;
  - any trailer, caravan or vehicle towed by or attached to your vehicle;
  - any property being transported by or loaded onto or unloaded from your vehicle;
  - any property being transported by or loaded onto or unloaded from any trailer or broken-down vehicle attached to or being towed by your vehicle; or
  - any other property you or anyone else driving the vehicle owns or is looking after.
- e Death or injury to other people or damage to their property caused or arising beyond the limits of any carriageway or thoroughfare (road) in connection with loading or unloading your vehicle:
  - by anyone other than the driver or person in charge of your vehicle; or
  - if this loading or unloading involves using any hoist, lift, crane or similar equipment.
- f Death or injury to any person during the course of their employment, except for the cover we must provide under the Road Traffic Acts or any other laws which apply to motor insurance.
- g We shall not pay any claims in relation to indemnity to principals (mentioned above):
  - if we do not have full control over the conduct of any claim that occurs;
  - for death or injury to any person who is undertaking voluntary work except for the cover we must provide under the Road Traffic Acts or any other legislation applicable to motor insurance;
  - for any liability which attaches to the principal by virtue of an agreement which would not have attached in the absence of such agreement;
  - for any liability resulting from the negligence of any person other than you, or the equivalent of your business partner, director or employee within the voluntary working sector; or
  - where the principal is entitled to indemnity under any other insurance.

## Section 2

### Legal costs

#### Guidance notes

**Under this section we will provide a solicitor to represent you if a ‘manslaughter’ (including corporate manslaughter) or ‘causing death by dangerous or careless/inconsiderate driving’ charge is brought against you after an accident.**

**There are limits to the cover we provide.**

#### What we cover

We may provide a legal representative to advise and represent anyone covered under section 1, if proceedings are taken out against that person for manslaughter (including any costs arising from you being prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007) or causing death by dangerous or careless/inconsiderate driving.

#### What we do not cover

- a Costs covered by another insurance policy.
- b Proceedings where the driver is under 21 at the time of the accident.
- c Proceedings where the driver is under the influence of alcohol or any drug at the time of the accident.
- d Any costs arising from you being prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007 in relation to any voluntary work mentioned in section 1.
- e Any fines or penalties imposed as a consequence of a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007 or any prosecution costs.

Our cover under this section is limited to £5,000 in any one year of insurance (except for costs arising from you being prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007 which are limited to £5 million in any one year of insurance unless stated otherwise).

We can settle claims (except those arising from you being prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007 where the limit is £5 million unless stated otherwise) by paying you £5,000 less the costs that have already been paid.

## Section 3

### Towing

#### Guidance notes

**This section allows you to tow a trailer or broken-down vehicle.**

**The trailer or broken-down vehicle is only insured when it is attached to your vehicle.**

**While you are towing, the cover for your vehicle will stay the same but we will insure the trailer or vehicle being towed only for liability to others.**

#### What we cover

We will extend section 1 of your insurance to provide cover while a trailer or broken-down vehicle is being towed by or is attached to your vehicle.

#### Exceptions to section 3

This section of your insurance does not provide cover:

- unless the trailer or broken-down vehicle is securely attached to your vehicle in line with the manufacturer’s recommendations;
- if the broken-down vehicle is being towed for hire or reward; or
- for loss of or damage to the trailer or broken-down vehicle or any property carried in or on that trailer or vehicle.

## Section 4

# Damage to your vehicle

### Guidance notes

**Section 4 only applies to comprehensive insurance, and covers damage to your vehicle.**

**The amount we pay may be different if your vehicle was not registered in the UK from new.**

**If your vehicle is imported you must tell us at the time you arrange cover.**

### What we cover

This section only applies to your vehicle.

We will cover you under this section for damage to your vehicle (less any excess which applies).

We will also provide cover for damage to your vehicle's spare parts and fitted accessories supplied by the manufacturer. You must keep the spare parts and accessories with your vehicle and their value must be within the maximum amount we pay.

We will not pay under this section for damage more specifically covered under sections 5 or 6 of this insurance.

We will either:

- repair or replace your vehicle; or
- pay you an amount of cash.

### The most we will pay

If your vehicle was first registered from new in the United Kingdom, the most we will pay will be its market value immediately before the accident or loss (including its spare parts and accessories).

If your vehicle was first registered from new in a country other than the United Kingdom, and we know about this and have agreed cover, the most we will pay will be:

- the amount shown on your purchase receipt for your vehicle (including spare parts and accessories); or
- the market value of the manufacturer's United Kingdom model with the nearest equivalent specification (including spare parts and accessories);

whichever is lower.

If your vehicle is under a lease agreement the most we will pay is the written down value or the market value whichever is the lesser.

### Giving you a new vehicle

If your vehicle is less than one year old and you have been the first and only registered owner, having bought and registered the vehicle in the UK, we will replace it with one of the same make, model and specification if it has:

- been totally destroyed; or
- suffered damage covered by the policy and the cost of repairing it will be more than 60% of the last UK list price (including car tax and VAT).

We can only do this if a replacement vehicle is immediately available in the UK and anyone else who has an interest in your vehicle (for example a hire-purchase company) agrees.

If a suitable replacement vehicle is not immediately available in the UK, the most we will pay is the market value of your vehicle before the accident or loss (including its spare parts or accessories).

We can only do this if anyone else with an interest in your vehicle agrees.

Once we have made this payment or provided a replacement, we will be entitled to take ownership of your vehicle.

Damage to your vehicle continued on the next page.

**Guidance notes**

**If your schedule shows that this extension is included you will be entitled to a courtesy van for a period of seven days if you agree to use one of our approved repairers.**

**Please see page 15 for exceptions to section 4.**

**Guaranteed courtesy van provision**

Following a claim under this section you may be entitled to a courtesy van for a period of seven days if you have comprehensive cover and your schedule shows (through an endorsement) that this provision is included. This is subject to:

- us agreeing that the claim is covered under your policy; and
- the repairs being carried out by one of our approved repairers.

You will not be entitled to a courtesy van if:

- we cannot repair your vehicle or the cost of repairing your vehicle is uneconomical; or
- your policy does not cover the damage.

The courtesy van will be insured on a comprehensive basis for the seven day period for which we provide the courtesy van. Only you and those drivers permitted to drive under your policy will be covered.

You will be required to pay an excess towards any loss or damage to the courtesy van whilst it is in your possession. The excess payable by you will not exceed that payable by you under the terms of your policy.

You will have to pay the hire costs if you keep the courtesy van for longer than agreed.

You will have to pay the running costs of the courtesy van (e.g. the cost of fuel) and also any fines or penalties incurred by you, while you are using the van.

**Guidance notes**

**Under this section we will provide cover when your vehicle is stolen, damaged by thieves or damaged by fire. You will need to pay the excess shown on your schedule.**

**If your vehicle is stolen, we will assume that it was in average condition for its age unless you give us other evidence.**

**You should make every effort to protect your vehicle from theft. Please make sure you keep your keys safe when you are not using your vehicle.**

**The amount we pay may be different if your vehicle was not registered in the UK from new.**

**If your vehicle has been imported you must tell us at the time you arrange cover.**

**What we cover****This section only applies to your vehicle**

We will cover you under this section if the loss or damage to your vehicle is caused by fire, theft or attempted theft (less any excess which applies).

We will also provide the same cover for loss or damage to your vehicle's spare parts and fitted accessories supplied by the manufacturer. You must keep the spare parts and accessories with your vehicle and their value must be within the maximum amount we pay.

We will not pay under this section for loss or damage more specifically covered under section 6 of this insurance.

We will either:

- repair or replace your vehicle; or
- pay you an amount of cash.

**Theft of keys**

If the keys or key fob for your vehicle are stolen, we will pay the cost of replacing:

- the keys or key fob;
- the door locks or boot lock (or both); or
- the ignition and steering lock.

We will also pay the cost of re-coding or, if necessary, replacing any alarm system your vehicle has. The most we will pay as a result of theft of keys or key fob is £500 for any one incident.

**The most we will pay**

If your vehicle was first registered from new in the United Kingdom, the most we will pay will be its market value immediately before the loss or damage (including its spare parts and accessories).

If your vehicle was first registered from new in a country other than the United Kingdom, and we know about this and have agreed cover, the most we will pay will be:

- the amount shown on your purchase receipt for your vehicle (including spare parts and accessories); or
- the market value of the manufacturer's United Kingdom model with the nearest equivalent specification (including spare parts and accessories);

whichever is lower.

If your vehicle is under a lease agreement the most we will pay is the written down value or the market value whichever is the lesser.

## Section 5

### Guidance notes

If your schedule shows that this extension is included you will be entitled to a courtesy van for a period of seven days if you agree to use one of our approved repairers.

Please see page 15 for exceptions to section 5.

## Loss or damage to your vehicle by fire or theft (continued)

### Guaranteed courtesy van provision

Following a claim under this section you may be entitled to a courtesy van for a period of seven days if you have comprehensive cover and your schedule shows (through an endorsement) that this provision is included. This is subject to:

- us agreeing that the claim is covered under your policy; and
- the repairs being carried out by one of our approved repairers.

You will not be entitled to a courtesy van if:

- we cannot repair your vehicle (this includes when your vehicle is stolen and not recovered) or the cost of repairing your vehicle is uneconomical; or
- your policy does not cover the damage.

The courtesy van will be insured on a comprehensive basis for the seven day period for which we provide the courtesy van. Only you and those drivers permitted to drive under your policy will be covered.

You will be required to pay an excess towards any loss or damage to the courtesy van whilst it is in your possession. The excess payable by you will not exceed that payable by you under the terms of your policy.

You will have to pay the hire costs if you keep the courtesy van for longer than agreed.

You will have to pay the running costs of the courtesy van (e.g. the cost of fuel) and also any fines or penalties incurred by you, while you are using the van.

## Section 6

### Guidance notes

We will only pay up to £500 for audio equipment less any excess you have to pay.

Please see page 15 for exceptions to section 6.

## Loss of or damage to in-car entertainment and navigation equipment

### What we cover

We will cover you under this section for loss of or damage to audio equipment permanently fitted to your vehicle.

The most we will pay to replace or repair the equipment is the market value at the time of loss or damage. We will only pay up to £500 less any excess which applies.

## Exceptions to sections 4, 5 and 6

### Guidance notes

**Under all contracts some situations are not covered. Please read this section carefully to make sure you understand what cover is not included in your own insurance.**

**You are not covered for hiring a replacement vehicle.**

**You must follow the manufacturer's instructions to avoid liquid freezing in the cooling system of your vehicle.**

**We will not pay for any repairs or replacements which leave your vehicle in a better condition than it was before the incident. If this happens, you will have to pay something towards the cost.**

**If you leave your vehicle, it will not be covered if you have not removed the ignition key, closed the windows and locked all the doors. This even applies for short periods, such as in a petrol station.**

**For cover to apply under this insurance if you lend your vehicle to anyone else, you must make sure that you include them as a driver on your certificate of motor insurance.**

### What sections 4, 5 and 6 do not cover

- a Damage to or theft of phones, two-way radios or navigation equipment in your vehicle.
- b An amount of money to compensate you for not being able to use your vehicle and any other expenses you have to pay because of this.
- c Loss of value or wear and tear.
- d Any reduction in the value of your vehicle, including loss of value following damage whether the vehicle was repaired or not.
- e Damage to tyres caused by braking, punctures, cuts or bursts.
- f Damage caused by frost unless you took reasonable precautions.
- g The cost of repairing or replacing parts of the vehicle which improve your vehicle beyond its condition before the loss or damage happened.
- h The cost of repairing or renewing areas which were not damaged in the incident for which you are claiming.
- i The loss of, or damage to, your vehicle resulting from fraud, deception or attempted fraud or deception or by the using of a counterfeit or other form of payment which a bank or building society will not authorise.
- j The amount of any excess shown in your schedule and in section 8 of this document.
- k Loss or damage caused maliciously or deliberately by any person employed by you or with your permission or agreement.
- l Loss of or damage to trailers that are not your property or for which you have not given details.
- m Mechanical, electrical, electronic computer or computer software breakdowns, failures, faults or breakages.
- n Damage to or loss of your vehicle or its accessories if the vehicle is left unattended unless all ignition keys are removed from your vehicle and all doors, windows and other openings are closed and locked so that your vehicle is fully secured. This applies even for short periods such as in a petrol station.
- o Personal belongings, trade goods, samples, money, stamps or documents.
- p Loss or damage resulting from your vehicle being repossessed by or returned to its rightful owner.
- q Loss or damage when your vehicle is left unattended if the last person in charge of your vehicle before the loss or damage happened is not shown on your certificate of motor insurance as allowed to drive.
- r Loss or damage caused by an inappropriate type or grade of fuel being used.

## Section 7

# Repairing and replacing glass

### Guidance notes

This section shows the cover you have for damage to glass in your windscreen and windows.

Glass cover only applies to comprehensive insurance - check before you claim.

Please contact Chaucer Glassline's 24-hour helpline on 0800 587 0808. They will arrange for the repair or replacement.

Chaucer Glassline will ask for your certificate of motor insurance. If you show them this, you will only have to pay the excess, and VAT if you are registered for VAT. You do not need to do anything else. Chaucer Glassline will send the account direct to us.

There is an excess on all glass claims - unless the glass is repaired through Chaucer Glassline.

### What we cover

If you have comprehensive cover you can claim for damage to the glass in your vehicle's windscreen, windows or sunroof.

- If Chaucer Glassline to arrange to replace the glass, you will have unlimited cover but you will have to pay the excess shown on your schedule.
- Unless Chaucer Glassline arrange to replace the glass, you will only be covered for the reasonable cost of replacing the glass subject to a maximum of £150 less the excess.
- If the damaged glass is repaired, instead of replaced, you will not have to pay the excess, as long as Chaucer Glassline arrange for the repair.
- If the damaged glass is repaired, instead of replaced, but not through Chaucer Glassline you will have to pay the excess shown on your schedule.
- As long as there is no other damage, we will pay you under this section and it will not affect your no-claims bonus.
- Any other excess we mention in this document will not apply to glass claims.

**24-hour Chaucer glass helpline - freephone 0800 587 0808  
and have your certificate of insurance available**

## Section 8

# Excesses for young or inexperienced drivers

If your insurance allows certain drivers under 25 to drive your vehicle, or people who are inexperienced or hold a non-UK licence, you will have to pay the amount shown towards the cost of repair or towards a total loss payment. This applies whoever is at fault.

Any other excesses shown on your schedule will apply as well.

If your vehicle is damaged while a young or inexperienced person (including you) is driving, or is in charge of the vehicle, you will have to pay the first part of the cost as shown below.

This is in addition to any other excesses that you may have to pay.

### Drivers Amount of excess

|  |      |
|--|------|
| Under 21   | £300 |
| Aged 21 to 24  | £150 |
| Aged 25 or over but not holding a full driving licence issued in the United Kingdom                                  | £150 |
| Aged 25 or over holding a full driving licence issued in the United Kingdom, but having held it for less than a year | £150 |

These amounts do not apply to fire, theft, attempted theft or glass claims.

## Section 9

## Geographical limits

### Guidance notes

Unless you tell us beforehand about any planned trip abroad, the cover shown in your schedule will only apply in the United Kingdom.

Except where extended by section 10 - Foreign travel, this insurance only applies in England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands. Cover also applies while your vehicle is being loaded or unloaded or is being transported between these places by a recognised air, sea or motor-rail route.

## Section 10

## Foreign travel

### Guidance notes

- If you are going abroad on holiday you can take your vehicle to the countries listed for up to 30 days in each insurance year. Please tell your insurance adviser the details of your journey beforehand.
- \* If you stay abroad for more than 30 days without our agreement, your cover will reduce to the amount needed by law in that particular country or that needed by law in this country when that cover is higher.
- # We can extend cover to certain other countries. Please ask your insurance adviser to arrange this for you.
- ◆ If you want to use your vehicle abroad for business, you will need to ask your insurance adviser to arrange for your cover to be extended beforehand.

### What we cover

#### Automatic cover

- We will extend your insurance cover to apply in the following countries for up to 30 days in any one insurance year while you are using your vehicle for social, domestic or pleasure purposes. Cover is also included while your vehicle is being transported to and from these countries by rail or by a recognised sea route which takes less than 65 hours.
  - a Any member of the European Union.
  - b Croatia.
  - c Iceland.
  - d Lichtenstein.
  - e Norway.
  - f Switzerland.
- \* If you go over the 30-day period without our permission, cover is reduced to the minimum you need under European Union Directives on motor insurance while your vehicle is in the countries shown above.

#### Extended cover

- # If we agree beforehand and you pay any extra premium we need, you may extend your insurance to apply to certain other countries covered by the International Green Card System.
- ◆ If we agree beforehand and you pay any extra premium we need, you may extend your insurance to apply while you are using your vehicle abroad for business purposes. We will only agree to extend cover to countries which are covered by the International Green Card System.

If the cover under sections 4 or 5 has been extended to apply abroad we will also cover any foreign customs duty you have to pay as a direct result of the loss of or damage to your vehicle.

Foreign travel continued on the next page.

**Guidance notes**

- \* **In Spain you need special cover, known as a bail bond.**

**This bail bond is usually enough to prevent your vehicle being impounded in Spain after an accident.**

- **We have explained your Spanish bail bond cover in Spanish in case you need to show it to the authorities there.**

**Spanish bail bond**

- \* Our representatives (in Spain) can act to release your vehicle, or you, if you or it are held after an accident.

Our representatives can pay up to £1,000 to do this.

If they pay any money under this bond, you will have to refund the amount to us.

- Autorizamos a la Oficina de Aseguradores de Automóviles de Madrid o sus representantes designados a actuar en nombre de nuestro Asegurado para obtener la liberación del vehículo y/o del Asegurado y/o de la persona autorizada para conducir el mismo de detención oficial como consecuencia de un accidente.

A tal efecto, la Oficina de Aseguradores de Automóviles de Madrid o sus representantes designados queda autorizada por el presente para establecer garantías o depósitos hasta £1000 o 1,500 Euros en concepto de fianza penal. (La finalidad de esta garantía no es aplicable en casos de multas.)

## Section 11

### No-claim bonus

#### Guidance notes

**We will give you a discount on your premium each year if you do not make a claim.**

**If you make a claim and we cannot recover the amount we pay, we will reduce the bonus even if the incident was not your fault.**

**If you make two or more claims in one insurance year, you will lose all your bonus.**

**Claims for just glass do not affect your no-claim bonus.**

**By paying an extra premium you can protect your no-claim bonus. Your insurance adviser can give you more details.**

If nobody makes a claim under your insurance during the insurance period, we will give you a discount when you renew your insurance. The discount you will receive will depend on the no-claim bonus scale we are using when you renew your insurance.

If you make a claim in any insurance period, we will reduce the discount you receive.

If two or more claims are made in any one period of insurance, you will lose all your no-claim bonus.

If more than one vehicle is covered by this insurance, we will assess each vehicle individually.

Your no-claim bonus will not be affected if you only claim for a broken windscreen or windows.

You cannot transfer your no-claim bonus to someone else.

#### Protected no-claim bonus

Depending on certain qualifying conditions you may be able to protect your no-claim bonus if you pay an extra premium. Your no-claim bonus is only protected if this is shown on your schedule.

If your no-claim bonus is protected we will not reduce it if you do not make more than two claims during any five years of insurance. If three or more claims are made during any five-year period, we will reduce the discount you receive. It does not mean that your premium will not be increased if, for example, your accident or conviction record justifies this.

## Section 12

### Medical expenses

#### Guidance notes

**In some circumstances you may have to pay for medical treatment after an accident.**

**You are covered up to £150 for each person for each accident.**

#### What we cover

If there is an accident involving your vehicle, we will pay up to £150 to cover the medical expenses of each person who is injured while they are in your vehicle.

## Section 13

## Personal accident benefits

### Guidance notes

**This is the cover available for death and injury to you, your husband, your wife or your civil partner after an accident.**

**Please read the circumstances where this benefit will not apply.**

### What we cover

If you, your husband, your wife or your civil partner (as defined in the Civil Partnership Act 2004) are injured or die within three months of an accident in your vehicle and as long as the accident is the only cause of the injury or death, we will pay the following amounts.

|   |   |   |        |
|---|---|---|--------|
| a | For death                                   | - | £2,500 |
| b | For loss of any limb                        | - | £2,000 |
| c | For permanent blindness in one or both eyes | - | £2,000 |

This cover also applies when you, your husband, your wife or your civil partner are travelling in, or getting in or out of, any other commercial vehicle.

The most we will pay for anyone following one accident is £2,500.

We will make this payment to you or your legal representative.

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

### What we do not cover

- a Anyone who is 70 or older at the time of the accident.
- b Death or bodily injury caused by suicide or attempted suicide.
- c Incidents where this insurance is not in the name of one person.
- d Anyone who was under the influence of alcohol or any drug at the time of the accident.
- e Death or injury if you make a claim under section 1.

## Section 14

## Personal belongings

### Guidance notes

**Most of your personal belongings worth up to £100 are covered, but make a note of the items we do not cover under this insurance.**

**We expect you to take reasonable care of your belongings by always locking your vehicle.**

### What we cover

We will pay up to £100 for personal belongings in your vehicle if they are stolen or damaged.

### What we do not cover

- a Trade goods or samples or any equipment to do with your work.
- b Money, stamps or documents.
- c Any audio equipment, cassettes, records or compact discs.
- d Phones or two-way radios.
- e Property insured under any other insurance contract, or property you have not reasonably protected.

The personal belongings section only applies once for each event.

# General exceptions

## Guidance notes

These general exceptions apply to all sections of your insurance and explain when these general exceptions apply to all sections of your insurance and explain when your insurance will not cover you.

- 1 The driver of your vehicle must be covered on your certificate.
- 2 The driver must not be disqualified from driving.
- 4 Full insurance only applies in the United Kingdom unless you have told us and we have agreed to cover your travel abroad beforehand.
- 5 There is no cover under this insurance within restricted areas of airports.
- 6 Your vehicle must be safe to drive.
- 7 Your vehicle must not be overloaded.
- 8 If you are carrying a load, it must be safe.
- 9 If you are towing a trailer with a load, the trailer and load must be safe.
- 10 You can only use your vehicle for the purposes shown on the certificate.
- 11 You must not hire out your vehicle to anyone else.
- 12 There is no cover if you tow more trailers than the law allows.

## These exceptions apply to the whole insurance.

### Your insurance does not cover the following.

- A Any liability to others, or loss of or damage to any vehicle covered by this insurance when the vehicle is:
- 1 driven by or in the charge of anyone who is driving without your permission or is not included as a driver in the certificate of motor insurance or who is excluded by an endorsement;
  - 2 in the charge of anyone who is disqualified from driving, or who has not held, or who, by law, is prevented from holding or getting a driving licence;
  - 3 being driven outside the limitations of the driver's licence;
  - 4 being used outside the United Kingdom, unless it is allowed by section 10;
  - 5 used in restricted areas of airports or airfields (we will not pay any claim involving aircraft within the boundary of the airport or airfield);
  - 6 being driven in an unsafe, unroadworthy or damaged condition or does not have a valid MOT certificate when needed;
  - 7 being driven with a load or number of passengers which is unsafe;
  - 8 carrying an insecure load;
  - 9 towing a trailer which is unsafe or has an insecure load;
  - 10 being used for a purpose which it is not insured for;
  - 11 being let out on hire; or
  - 12 towing a greater number of trailers than is allowed by law.

General exceptions continued on the next page.

## General exceptions (continued)

### Guidance notes

**These general exceptions apply to all sections of your insurance and explain when your insurance will not cover you.**

- B Any result of war, revolution or any similar event. Any loss or damage caused by any government, public or local authority legally taking or damaging your property.
- C Any loss or damage caused by:
  - earthquake; or
  - riot or civil commotion happening in Northern Ireland or outside the United Kingdom.
- D Any liability you have accepted by agreement or contract unless that liability would have existed without the agreement.
- E Any loss or damage caused directly or indirectly by:
  - ionising radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear material or any part of it.
- F Loss or damage caused by pressure waves from aircraft or flying objects.
- G Loss or damage by pollution or contamination, however caused, other than needed by the Road Traffic Acts or any other laws which apply to motor insurance.
- H Any loss, damage, injury or legal liability caused directly or indirectly by terrorism or any similar event. This exception does not apply to the cover we must provide under the Road Traffic Acts or any other laws which apply to motor insurance. This exception does not apply to sections 4, 5, 6 and 7 of this insurance.
- I Any liability, loss or damage (other than the minimum cover needed by law) which arises as a result of an accident which happens, or is contributed to, when a known epileptic or diabetic is driving the vehicle and fails to properly carry out any prescribed treatment, or report for a medical examination recommended by his or her doctor.

## General conditions

### Guidance notes

**You must keep to these conditions or your insurance will not be valid. Your insurance only covers people who meet these conditions and all the information you give to us in the proposal form or statement of insurance must be completely true and accurate.**

**We will not pay any claim which is false or fraudulent.**

**This is the procedure for reporting accidents and thefts to us. Do not admit an accident or loss was your fault or negotiate a claim without our permission.**

**If your vehicle is broken into, stolen or vandalised, you must tell the police.**

**You must keep your vehicle in a safe and roadworthy condition and make every attempt to protect it from damage or theft. If you leave your vehicle, it will not be covered if you have not locked and secured it. This applies even for short periods, such as in a petrol station.**

- A We will only provide the cover described in this insurance under the following circumstances.
- 1 Anyone claiming cover under this contract has kept to all the conditions in this document and any endorsements.
  - 2 The information you gave on the proposal form or statement of insurance and any declaration is true and complete. If you do not give us accurate information, this could lead to us not paying your claim and/or your insurance not being valid.
  - 3 'Your vehicle' means any vehicle you have told us about and that we have agreed to cover. The vehicle must be your property and registered in your name. If you change the vehicle covered by this insurance or get an extra vehicle which you need cover for, you must tell us in writing beforehand.

### We will only provide cover if you have paid the premium.

- B If a claim is made which you or anyone acting for you knows is false, or you give us incorrect information or fraudulent documents, we will not pay the claim, cover under this insurance will not be valid and you will lose any premium you have paid. We may also contact the police and/or relevant authority(s) in relation to possible criminal proceedings.
- C After any event which could lead to a claim, tell us immediately by phoning us on 0800 0722050 or writing to us as shown at the end of this document. If any incident involves theft, attempted theft or vandalism you must also report this to the police as soon as the incident is discovered.
- D You must send us any letters, writ or summons as soon as you receive them, together with a filled-in report form. Do not answer any letters, send them straight to us. You must also tell us if you know about any prosecutions involving anyone covered by this insurance. If you have an accident or loss, you must not admit to anyone else that it was your fault or negotiate or refuse any claim unless you have our permission.
- E We are entitled to take full control of any claim and we must be given whatever information and help we need. You must not do anything that will affect our interest in this insurance. We can prosecute or defend any claim in your name.
- F If the law in any country to which this insurance applies obliges us to make a payment which we would not otherwise have paid, we reserve the right to recover the amount paid from you or the person, company, partnership or firm that incurred the liability which made the payment necessary.
- G If your vehicle is damaged and a part or accessory cannot be repaired or replaced, we will only pay you the amount shown in the manufacturer's last United Kingdom list price. If we know that your vehicle is an imported vehicle which we have agreed to cover, and the damaged part or accessory has never been available in the United Kingdom, we will only pay the manufacturer's last list price in the country your vehicle came from. We will not pay for the cost of importing any part or accessory needed to repair your vehicle.
- H If your vehicle is under a hire-purchase or leasing agreement and it is damaged and cannot be repaired or replaced, we will pay the claim to the owner shown in that agreement.
- I If there is other insurance in force which covers the same loss, damage or liability as our insurance, we will only pay any amount over that provided by the other insurance. This condition does not make us responsible for any amount we would not otherwise have paid under any section of this insurance.
- J You must keep your vehicle in a roadworthy condition at all times and protect it from loss or damage. We can examine your vehicle at any reasonable time.
- K You must remove the ignition key, close all windows and lock all doors any time your vehicle is left unattended.

General conditions continued on the next page.

## General conditions (continued)

### Guidance notes

**If you are a 'retail' customer, you may cancel the insurance within 14 days of its start without giving any reasons. You will be entitled to a pro-rata refund of your premium, not including any charges to cover costs.**

**We may cancel the insurance by sending you seven days' notice. You may be entitled to a refund of part of your premium. You may also cancel this insurance by returning your certificate of motor insurance and you may be entitled to a refund if you have not made a claim.**

- L** If you have an accident, you must take all possible steps to protect your vehicle and its accessories and contents. If the damage to your vehicle is covered by this insurance, you must contact us immediately. We will not pay for any further damage you cause if you try to drive your vehicle. One of our approved automotive assessors must inspect your vehicle before repairs are started. We will not be responsible for the cost of any new parts or accessories ordered, or repairs carried out, without our agreement. If we think the repair estimate is unreasonable, we may negotiate a lower estimate or pay for any work that may have been done and move your vehicle to another repairer. We have the right to move your vehicle to a safe storage place without asking you.
- M** If we choose, we may arrange for the repairer to use suitable (possibly recycled) parts and accessories that are made by a company other than the manufacturer of your vehicle.
- N** You cannot transfer this insurance to anyone else.
- O** Cancelling during the initial period of cover – 'Retail' customers only  
If you have entered into this contract of insurance as a retail customer, you have a right to cancel this insurance. To do this, you must tell us or your insurance adviser within 14 days of the start date (or annual renewal date) of your policy or (if later) the day you receive the policy documents and supporting information.  
You must return your certificate of motor insurance to us or your insurance adviser as part of your notice of cancellation.  
If you choose to cancel the insurance policy during this initial period of cover, you will have to pay 'pro-rata' rates for the period of time you have had insurance cover. Further charges may include a proportion of any commission paid to your insurance adviser and a proportion of any fees charged by your insurance adviser, sufficient to cover their costs.
- P** This insurance may also be cancelled in the following circumstances.
- We or your insurance adviser can send you seven days' notice to your last known address. If you return the certificate of motor insurance to us, we will refund the part of your premium which applies to the period of the insurance you have left. If we or your insurance adviser cancel this insurance because you have not paid the full premium, we will work out the refund using the rates shown below. We will not give a refund if anyone has claimed in the current insurance period.
  - You can cancel this insurance after the initial period of cover set out in O above by sending back your certificate of motor insurance and schedule to us or your insurance adviser. If you have not made any claims in the current period of insurance, and you are not going to make a claim, we will work out a charge for the time you have been covered using our short-period rates shown below. We will refund any amount we owe you.

| <b>Period of time you have had the cover, up to:</b> | <b>Refund of premium</b> |
|--|--------------------------|
| One month  | 80%                      |
| Two months   | 70%                      |
| Three months   | 50%                      |
| Four to five months                                  | 40%                      |
| Six months   | 30%                      |
| Seven months   | 20%                      |
| More than seven months                               | 0%                       |

General conditions continued on the next page.

## General conditions (continued)

- Q This insurance does not give rights to any person other than you (the insured person) unless we say differently elsewhere in this document.
- R If you pay your premium by instalments and have paid a deposit premium, and if we then do not receive an instalment when it is due, we will send you seven days' notice of cancellation. You must pay the full amount you owe before the seven days are up. If you do not pay the full amount, we will cancel the insurance immediately. You must return the current certificate of motor insurance. If your vehicle is lost or damaged and cannot be repaired or replaced and the loss or damage is covered by this insurance, you must pay all the premium you owe. We will have the right to take any premium you owe from the amount of the claim.
- S You must tell us as soon as possible about any changes which could affect your insurance and which have happened since the cover first started or since you last renewed it. If you do not tell us about these changes, your insurance may not cover you fully or at all. If you are not sure whether any facts are important, please ask your insurance adviser. Here are some examples of changes you should tell us about.
- A change of vehicle - including getting an extra vehicle. We will need full details of your new vehicle, which must include information about the country in which it was first registered, if this was not the United Kingdom.
  - A change in the way you use your vehicle.
  - A change of address.
  - A change of occupation, including any part-time work.
  - Convictions and prosecutions.
  - A change in the main driver of the vehicle.
  - Details of drivers you have not told us about before.
  - Details if you, or anyone who drives, develop any medical conditions.
  - All changes you make to your vehicle, if these make your vehicle different from the manufacturer's standard specification.
- T Unless we have agreed otherwise with you, this insurance is governed by the law applying in the particular country in the United Kingdom you live in. If there is any dispute over which law is to apply to this insurance it will be English law. We will not cover any payments that are awarded by a court in a country outside of the United Kingdom unless your cover has been extended to that country under section 10 of this insurance.
- U For any one claim (or number of claims) arising out of one cause for indemnity against liability for damage to property, we may pay you the amount of the indemnity provided by this insurance (less any amount we have paid as compensation) or any smaller amount for which a claim or claims can be settled. After that, we will no longer have liability for damage to property, apart for paying costs and expenses of litigation that we run up before the date we pay compensation.

# Very important if you have an accident

## Guidance notes

Please follow these instructions if you need to make a claim.

Your insurance adviser will send you a claim form and give you advice.

You must report all accidents to us immediately.

## What to do if you have to make a claim

- 1 **Do not drive away.** You must stop if any person or animal has been hurt, or if any vehicle or property has been damaged.
- 2 Ask for the names and addresses of any other drivers or pedestrians. If there is another driver involved, ask for the name of his or her insurer and for their insurance policy or certificate number.
- 3 If the accident damaged another vehicle, property or animal, you must give your name, address, vehicle registration number and show your insurance certificate to anyone who needs it. If anyone other than you is injured, you must show your insurance certificate to the police.
- 4 Write down the names and addresses of any witnesses, including any passengers in your vehicle.
- 5 Draw a diagram of the scene. Show as much detail as possible - include:
  - the position of all the vehicles before and after the accident;
  - the speeds and distances;
  - road names and layout;
  - where witnesses were standing;
  - any obstructions to your or other users' view; and
  - anything that could be relevant to the accident.
- 6 **Do not admit you were at fault in any way or offer to make a payment.** If any other person does this, remember to report it to us.
- 7 You must report all accidents, particularly those involving personal injury, to us immediately. You can phone if necessary. You may also be asked to complete an Accident Report Form. You will need to answer all the questions on the form and sign and date it.
- 8 If you receive any writ, summons or correspondence from anyone else or their representative, send it to us immediately. You must tell us if there is going to be any police action.

## How to make a claim

If you need to tell us about an incident involving damage to or loss of your vehicle, please phone us immediately on **0800 072 2050** (calls made to or from this number and other numbers at Chaucer Insurance may be recorded for training and monitoring purposes).

You should phone this number even if your policy does not cover the damage.

If we are asked to repair your vehicle, we will do this if the damage is covered by the policy and one of our approved assessors has inspected the damage.

We promise to:

- do our best to sort out your claim with as little paperwork as possible; and
- start the repair process immediately.

To help us process your claim, please make sure you have your policy details to hand when you contact us. We will also need you to tell us the precise details of the incident.

Continued on the next page.

## Very important if you have an accident (continued)

### Travelling outside the UK

If you are travelling abroad and need to let us know about a claim, please contact your insurance broker or intermediary or alternatively phone our local agents on 0044 1252 820161.

### Accidents abroad

You may be asked to complete a European Accident Report Form (Constat Amiable D'Accident Automobile) if you are involved in a road traffic accident within the European Union.

Before signing make sure that the boxes are ticked and the comments and diagram are correct. You will be given a copy which should be sent to us as soon as possible. **This document can be legally binding in certain countries and you should not sign anything you do not understand.**

Your policy does not provide for roadside assistance.

You must report the accident immediately to us.

## Customer care

### About our service

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel that we have not offered you a first class service or if you have any questions about your insurance please contact the broker or intermediary who arranged cover for you.

If you are not satisfied with his or her answer, please write, quoting the policy number shown on your schedule, to:

The Underwriter  
Chaucer Insurance  
Chaucer Business Park  
Thanet Way  
Whitstable  
Kent  
CT5 3FD

### If you are still not satisfied

If you are unable to resolve the situation and wish to make a complaint you can do so at any time by referring the matter to the Complaints Department at Lloyd's.

Their address is:

Complaints Department  
Lloyd's  
One Lime Street  
London  
EC3M 7HA.  
Tel. 020 7327 5693  
Fax. 020 7327 5225  
**e-mail [complaints@lloyds.com](mailto:complaints@lloyds.com)**

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

## Endorsements

| Endorsement Number | These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).   |
|--------------------|--|
| <b>C05</b>         | <b>Damage excess – £(amount)</b><br>We will not pay the amount shown above for the first part of any claim under Sections 4 or 6 of your policy booklet. This amount is in addition to the excesses shown in Section 8 of your policy booklet.   |
| <b>C12</b>         | <b>Drink and drugs clause – (name)</b><br>We will not provide cover, other than any amount required by law, when an accident happens and the person named above is driving your vehicle and convicted of an offence involving drink or drugs as a result of the accident.  |
| <b>C15</b>         | <b>Interest of registered owner – (name)</b><br>Your vehicle is owned by the person or organisation named above.   |
| <b>C45</b>         | <b>Corporate Manslaughter and Corporate Homicide Act 2007 – Unlimited cover</b><br>The cover in relation to a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007 provided under Section 2 (Legal costs) is extended to provide unlimited costs in relation to any one claim or series of claims arising from one cause.                  |
| <b>C46</b>         | <b>Corporate Manslaughter and Corporate Homicide Act 2007 – £10m cover</b><br>The cover in relation to a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007 provided under Section 2 (Legal costs) is extended to provide costs up to £10m in relation to any one claim or series of claims arising from one cause.                      |
| <b>C47</b>         | <b>Corporate Manslaughter and Corporate Homicide Act 2007 – Cover removed</b><br>The cover in relation to a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007 provided under Section 2 (Legal costs) is removed from your policy.   |
| <b>C51</b>         | <b>Guaranteed courtesy van</b><br>Your policy is extended to include the provision of a guaranteed courtesy van in the event of a claim under section 4 or 5 of your policy booklet subject to the restrictions shown in those sections.   |
| <b>C55</b>         | <b>Use in Eire</b><br>You are covered to use your vehicle in Eire.   |
| <b>C82</b>         | <b>Fire and theft excess – £(amount)</b><br>We will not pay the amount shown above for the first part of any claim for loss or damage caused by fire, theft or attempted theft.  |
| <b>CD4</b>         | <b>Excluding drivers under 30 or with less than 12 months' experience</b><br>We will only provide cover when your vehicle is being driven by, or is in the charge of, any person 30 or over and who holds a full UK driving licence which has been issued for at least 12 months.  |
| <b>CE6</b>         | <b>Protected no-claim bonus</b><br>This insurance contains a protected no-claim bonus under Section 11 of your policy booklet.   |
| <b>CFC</b>         | <b>Fuel cut-off switch or battery isolator</b><br>It is a requirement of your policy that a fuel cut-off switch or battery isolator is fitted to the insured vehicle and has been activated when the vehicle is left unattended. Failure to comply with this endorsement may result in any loss incurred under Section 5 of your policy booklet not being covered. |
| <b>CM6</b>         | <b>Excluding drivers under 25 or with less than 12 months' experience</b><br>We will only provide cover when your vehicle is being driven by, or is in the charge of, any person 25 or over and who holds a full UK driving licence which has been issued for at least 12 months.  |

Endorsements continued on the next page.

## Endorsements (continued)

| Endorsement Number | These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).  |
|--------------------|---|
| <b>CM7</b>         | <p><b>Warranted immobiliser</b></p> <p>It is a condition of your policy that, from inception, your vehicle is fitted with an approved alarm and immobilisation device or an approved immobilisation device (please contact your intermediary for details of approved devices).</p> <p>We will not provide cover under Section 5 of your policy in respect of theft or attempted theft of your vehicle shown above unless:</p> <ul style="list-style-type: none"> <li>a) it has been fitted with an approved alarm and immobilisation device or an approved immobilisation device. If the above were not fitted by the vehicle manufacturer then a copy of the installation certificate has to be sent intact to us when you submit your claim;</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>b) the device was activated and working efficiently at the time of loss;</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>c) all keys used to activate/deactivate the alarm and immobilisation device or immobilisation device fitted to your vehicle have to be sent intact to us when you submit your claim.</li> </ul> |
| <b>CS2</b>         | <p><b>Tracking/Satellite</b></p> <p>It is a condition of your policy that, from inception of your policy, your vehicle is fitted with an approved tracking/satellite device (please contact your intermediary for details of approved devices).</p> <p>We will not provide cover under Section 5 of your policy in respect of theft or attempted theft of your vehicle shown above unless:</p> <ul style="list-style-type: none"> <li>a) it has been fitted with an approved tracking/satellite device. If this was not fitted by the vehicle manufacturer then a copy of the installation certificate has to be sent intact to us when you submit your claim;</li> <li>b) the device was activated and working efficiently at the time of loss;</li> <li>c) all subscriptions are paid up to date;</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>d) the tracking/satellite company is notified by you or the last authorised person in control of your vehicle, within four hours of the discovery of the loss.</li> </ul>  |
| <b>CW2</b>         | <p><b>Glass excess (£70)</b></p> <p>The excess applicable to claims made under section 7 of your policy booklet is £70.</p>   |







Chaucer Insurance  
Prospect House, Chaucer Business Park, Thanet Way, Whitstable, Kent CT5 3FD

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Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AD

