

## Policy Document

This document explains the cover provided by the Commercial Vehicle Insurance Policy

# Commercial Vehicle



**nig**

Personal Division

# Commercial Vehicle Policy

Please read this policy, your certificate of insurance, and your schedule carefully to make sure you have all the cover you need. You should keep all these documents in a safe place.

<b>Introduction</b>	<b>2</b>
<b>Our insurance contract with you</b>	<b>3</b>
<b>Policy cover</b>	<b>3</b>
<b>Loss or damage</b>	<b>4</b>
<b>Windscreen</b>	<b>4</b>
<b>Liability to others</b>	<b>6</b>
<b>No claim bonus</b>	<b>8</b>
<b>Foreign use</b>	<b>8</b>
<b>General exceptions</b>	<b>9</b>
<b>Conditions</b>	<b>11</b>
<b>Notes for your information</b>	<b>15</b>

## Introduction

Thank you for choosing NIG as your motor insurer. Established for over 100 years, NIG provides insurance products to over 2 million customers across the UK. Operating from its London Head Office and network of regional offices, NIG sells its policies through over 2,500 professional intermediaries at over 5,000 retail locations. With gross assets of over £550 million, the company is a major force at the heart of the British insurance industry.

In the UK, NIG is owned by the Churchill group of companies.

Credit Suisse, NIG's ultimate shareholder, is one of the five largest financial services companies in the world with a market capitalisation of around £37 billion.

We are proud to have won Best Private Motor Insurer in The Insurance Industry Awards of 1996, 1997 and 1998. In 1998 we also won Best Private Motor Claims and in 1999 we won Best Personal Lines Claims Service.

Visit [www.nig-uk.com](http://www.nig-uk.com) for further details.



NIG is the trading name of The National Insurance and Guarantee Corporation Ltd which is registered in England and Wales number 42133 (Registered Office: Crown House, 145 City Road, London EC1V 1LP) and is a member of the Association of British Insurers and the General Insurance Standards Council.

## Our insurance contract with you

This policy is a contract between us and you.

The proposal and declaration you made form the basis of this policy.

We will provide insurance as shown in this policy, schedule and certificate of motor insurance, which is the proof of motor insurance you need by law. You must read all of these documents to make sure you have all the cover you need.

The insurance applies throughout the United Kingdom except where we say otherwise.

Signed for The National Insurance and Guarantee Corporation Ltd by:



Managing Director



## Policy cover

If the cover shown in your schedule is:

- **comprehensive** - all parts of the policy apply;
- **third party fire and theft** - part 1 applies when it relates to loss or damage resulting from fire or your vehicle being stolen, and parts 2, 3 and 4 apply; or
- **third party only** - parts 2, 3 and 4 only apply.

## Loss or damage (part 1)

### What is insured

Your vehicle if it is damaged, stolen or taken without your permission.

Accessories and spare parts fitted to your vehicle if they are damaged, stolen or taken without your permission.

We will:

- pay for the damage to be repaired; or
- replace what is stolen or damaged; or
- pay the amount of the loss or damage.

Other parts, which will have a warranty from their manufacturer and our approved repairers, may be fitted during repairs.

If we cannot get a replacement part or accessory, we will pay the manufacturer's last list price.

The most we will pay is the market value of your vehicle at the time the loss or damage happened. We will not pay more than the amount for which you insured it. We will not pay any costs which increase the market value of your vehicle.

We will also pay the reasonable cost of taking your vehicle to the nearest repairer and returning it to your address after the repairs have been carried out.

If your vehicle is under a hire-purchase or leasing agreement, we will make any payment for the total loss of your vehicle to the hire-purchase or leasing company.

You may authorise repairs if the estimated cost is not more than £250, but you must send us a detailed estimate immediately.

If you have comprehensive cover and you claim for broken glass in your vehicle windscreen or windows or scratched bodywork caused by the broken glass, it will not reduce your no claim bonus.

**How to claim - please see the notes for your information on page 15.**

### What is not insured

- a** Loss of use, loss of market value for any reason, deterioration or wear and tear.
- b** Mechanical, electrical, electronic or computer failures or breakdowns.
- c** Damage to tyres from braking or by punctures, cuts or bursts.
- d** Loss of or damage to your vehicle resulting from someone taking it by fraud or trickery.
- e** Loss of your vehicle or accessories or spare parts if it is left unattended at any time if:
  - the ignition key has not been removed and all doors, windows and other openings have not been closed and locked; or
  - you have agreed with us that a specially-fitted locking device, tracking device, immobiliser or alarm must be fitted, or we have given you a discount from your premium for this, and the equipment has not been set.
- f** More than £500 for permanently-fitted audio, telecommunication and navigational equipment unless it is standard equipment for your vehicle when built and your policy cover is comprehensive.
- g** More than £250 for permanently-fitted audio, telecommunication and navigational equipment, if the policy cover is third party fire and theft.
- h** The first amount of any claim shown under endorsements added to the schedule.

## Liability to others (part 2)

### What is insured

We will insure you for all amounts you legally have to pay for causing the death of or injury to any person or damage to their property as a result of an accident caused by any vehicle which your certificate of motor insurance allows you to drive or use. This includes towing a trailer, caravan or broken-down motor vehicle if your certificate of motor insurance allows it. This towing must be allowed by law and the vehicle being towed must be properly attached to your vehicle.

We will provide the same insurance to the following people.

- Anyone you allow to drive your vehicle if they are allowed by your certificate of motor insurance.
- The employer of anyone you allow to drive your vehicle if they are allowed by your certificate of motor insurance.

If you ask, we will provide the same insurance to the following people in the event of an accident.

- Anyone you allow to use (but not drive) your vehicle for social, domestic and pleasure purposes.
- Anyone travelling in or getting into or out of your vehicle.

We will insure the estate of anyone insured by this policy against any liability covered by this policy that they may previously have had if they die.

As long as the claim is insured by this policy, we will, with our agreement, pay for a solicitor or barrister to:

- represent anyone insured under this policy at a coroner's inquest or fatal accident inquiry;  
or
- defend anyone insured under this policy in a court.

## Liability to others (part 2)

If there is an accident insured by this policy, we will pay for emergency medical treatment that must be provided under the Road Traffic Acts. This will not reduce your no claim bonus.

**How to claim - please see the notes for your information on page 15.**

### What is not insured

- a** Liability for death of or injury caused to any person in the course of their employment by anyone insured by this policy unless the accident is on a road as defined in the Road Traffic Acts.
- b** Anyone who is insured by any other policy.
- c** Liability for loss of or damage to property which belongs to, or is in the charge of, any person who is insured by this policy.
- d** Liability for more than £1,000,000 for any claim or a series of claims for damaged property caused by one event.
- e** Liability in connection with loading or unloading your vehicle when it is off the road.
- f** Liability for loss or damage caused in a place where aircraft land, park or move, including the associated service roads, refuelling areas, and ground equipment parking areas.
- g** Liability for pollution or contamination unless it is caused by a sudden and identifiable event which is accidental and unexpected.

## No claim bonus (part 3)

If no claim is made under this policy, we will reduce the premium you pay when you renew it according to our current scale of no claim bonus. You cannot transfer this bonus to another person.

If you have not paid all the premiums you owe, we will not issue proof of your no claim bonus.

## Foreign use (part 4)

This policy provides the minimum cover you need by law to use any vehicle covered in:

- **EU**  
Austria, Belgium, Denmark, Finland, France, Germany, Greece, Holland, Italy, Luxembourg, Portugal, Republic of Ireland, Spain and Sweden;
- **other European countries**  
the Czech Republic, Hungary, Iceland, Norway, Slovakia and Switzerland; or
- any other country whose arrangements follow EU insurance directives and are approved by the Commission of the EU.

If you want us to extend the policy beyond the minimum insurance you need by law, you must give us full details including who will drive and what your vehicle will be used for, and pay an extra premium. This will cover your vehicle while it is in and being transported between any countries shown in the International Motor Insurance Card (Green Card) or the United Kingdom.

If you cannot drive the vehicle because of loss or damage covered by this policy, we will also pay the reasonable cost of delivering it to your address in the United Kingdom. We will also pay the amount of customs duty you have to pay as a result of the loss or damage.

**If you need cover for foreign use, please see the notes for your information on page 15.**

## General exceptions

- 1** This policy does not provide insurance when any vehicle covered is:
  - a** being driven by, or in the charge of, anyone not covered by your certificate of motor insurance;
  - b** being used for purposes that are not shown in your certificate of motor insurance;
  - c** being driven, with your permission, by anyone who you know has not got a driving licence or who you know is disqualified from holding or getting a licence; or
  - d** being driven by or in the charge of anyone who does not keep to the conditions of their driving licence.

Any cover you have for loss of or damage to your vehicle continues while the vehicle is being repaired or serviced by a member of the motor trade.
- 2** This policy does not insure liability which anyone covered by this policy has as a result of an agreement or contract unless they would have had that liability if the agreement or contract did not exist.
- 3** This policy does not insure any loss or damage caused by war, revolution or any similar event.
- 4** This policy does not provide insurance except under part 2 (Liability to others) for any accident, injury, loss or damage caused by:
  - a** an earthquake; or
  - b** riot or civil commotion if it happens outside Great Britain, the Isle of Man or the Channel Islands.

## General exceptions

- 5** This policy does not provide insurance for any loss, damage or liability caused directly or indirectly by:

  - ionising radiation or contamination by radiation from any irradiated nuclear fuel or from any nuclear waste from burning nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.
- 6** This policy does not provide insurance for proceedings or a court judgement made in any court outside England and Wales, unless the proceedings or judgement result from the use of your vehicle in a country which we have agreed this policy will cover.

If you live in the Isle of Man, any legal disputes will be dealt with according to the laws of the Isle of Man.

- 1** You must immediately send us a filled-in report form or report fully to us, quoting your policy number, if there is an event which could lead to a claim being made against you or by you under this policy. You must do this even if you do not plan to claim personally under this policy or if damage to your own car is not covered by this policy. You must also send us any letter, notice, claim form, court proceedings, summons, writ or communication connected with any claim arising out of any event. We will contact the people who wrote to you.

If you know about any possible future prosecution, inquest or fatal accident enquiry, you must write and tell us immediately. Our address is: NIG, Crown House, 145 City Road, London EC1V 1LP.

You must not pay or agree to settle any claim without our written permission.

- 2** We are entitled to:
  - a** take over and carry out the defence or settlement of any claim in your name, or in the name of any other person insured by this policy;
  - b** take proceedings in your name, or in the name of any other person insured by this policy, to get back any money we have paid under this policy;
  - c** receive any information and help we need from you or any other person insured by this policy.

## Conditions

- 3** We or your insurance adviser may cancel this policy by giving you seven days' notice by recorded delivery. We or your insurance adviser will send notice of cancellation to your last known address. You must then send us or your insurance adviser the certificate of motor insurance. You may cancel this policy by writing to us or your insurance adviser and returning your certificate of motor insurance. If you or others have not made a claim under this policy, we will refund part of the premium using the following scale.

<b>Length of time you had the insurance</b>	<b>Percentage of premium we will refund</b>
1 month	80%
2 months	70%
3 months	60%
4 months	50%
5 months	40%
6 months	30%
7 months	20%
8 months	10%

We will not give you a refund if we provide over eight months' insurance.

- 4** If you pay your premium by instalments under our credit agreement, you must pay each instalment when it is due. If you miss an instalment and do not pay it within the time shown in our letters, you will have to pay all the money you owe along with any charges. If we do not receive this payment by the date shown in our letter we will cancel this policy from the date of the first instalment you missed. You must then send us any certificates of motor insurance which are still in force. If you or others have not made a claim under the policy, we will refund part of your premium using the scale shown.
- 5** You must do everything possible to:
  - a** keep your vehicle in an efficient, safe and roadworthy condition; and
  - b** protect it from loss or damage.
- 6** If a claim is made under this policy and there is another policy that covers the claim, we will pay only our share of the claim unless we say otherwise anywhere in this policy.
- 7** If you make or report a claim under this policy which is in any way fraudulent, you will lose all benefit and the premiums you have paid. You may also have to repay money we have already paid to you.
- 8** You must allow us to examine your vehicle at any reasonable time.

## Conditions

- 9** Under the laws of any country where this policy applies, we may have to make payments which are not insured by this policy. You or the person who caused the accident must repay us any money which we have paid because of the laws of the country in which this policy applies which we would not otherwise have paid.

You or the person who caused the accident must also repay us any money we have to pay because of any agreement with the Motor Insurers' Bureau.
- 10** If we accept a claim but you and we disagree over the amount we will pay, the matter will be settled by arbitration in line with the law. The arbitrator's decision must be made before you can start any proceedings against us.
- 11** If more than one company or person is named as the insured in the schedule, the insurance will apply to them together and separately.
- 12** We will only provide the insurance described in this policy if you and any person claiming protection have kept to all the conditions and endorsements.

**(This is not part of your policy.)**

### **1 Accidents and losses**

You must report all accidents and losses immediately. Either telephone Claim Call on 08701 515596 or ask your insurance adviser for a report form. Legal procedures now make it vital that you report any incident at once. Delay can involve us in higher costs which may go against your driving record. If the delay is extreme, we may refuse to cover you.

If your vehicle is damaged in a way which is insured under the policy, ask for details of the nearest approved repairers so that you can get your vehicle back on the road as soon as possible.

Please do not admit that any accident was your fault.

Please try to get the names and addresses of witnesses.

Please take photographs of the accident scene if at all possible.

Please send us immediately any letters, summonses, writs or notices you receive and do not answer them.

### **2 Changes to the insurance**

Please tell us about the following before you need cover.

- If the owner of your vehicle changes.
- If you replace your vehicle or modify it.
- If the drivers or how you use your vehicle change.

Please tell us about the following before the next renewal date.

- Accidents, thefts or losses (whether covered by insurance or not and regardless of blame) where these have not been previously reported to us.
- Motoring convictions (including fixed penalty offences) or prosecutions you expect or outstanding police enquiries. Criminal convictions or charges for a criminal offence. Physical or mental impairments.

Please tell us about changes of address or occupation as soon as you can.

## Notes for your information

### 3 Travel abroad

If you are going abroad, please:

- tell your insurance adviser in good time; and
- read carefully ‘Information for travellers abroad’ which we will send you with your International Motor Insurance Card (Green Card).

### 4 Complaints

If you have a complaint about your policy, contact your insurance adviser, or us. Please give your policy number.

If you are not satisfied with the way your complaint has been dealt with, please write to our Managing Director at our Head Office:

NIG, Crown House, 145 City Road, London EC1V 1LP.

You can also contact the Association of British Insurers for help. Their address is:

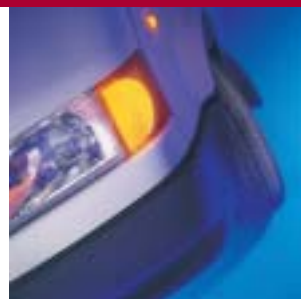
Consumer Information Department, Association of British Insurers,  
51 Gresham Street, London EC2V 7HQ.

If you are still not satisfied you can contact:

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

## **Commercial Vehicle**

NIG, Crown House,  
145 City Road, London EC1V 1LP



**nig**