



## Commercial Vehicle Policy

**SEE IMPORTANT CARDS INSIDE BACK COVER**  
(Detach - keep safely in your vehicle NOW)

## Definitions

The following key words or phrases, which are listed in alphabetical order, have the same meaning whenever they appear, and will always be shown with an initial capital letter so as to remind You of their importance.

**Certificate of Motor Insurance** – Evidence of the existence of Motor Insurance as required by law and which forms part of the Motor Policy. It specifies the insured vehicle, who may drive and the purposes for which it may be used.

**Court of Summary Jurisdiction** – A Magistrates court or a court of equivalent jurisdiction in the United Kingdom.

**Emergency Treatment Fees** – Payment for charges prescribed by the Road Traffic Acts for emergency medical assistance following an accident involving a vehicle which We cover.

**Endorsement** – A change to Your policy details which forms part of the Motor Policy.

**Excess** – The first amount You will have to pay towards the cost of a claim for loss of or damage to Your Vehicle, whether or not the incident giving rise to the claim is Your fault.

**Fire** – Fire, lightning, explosion or self-ignition.

**Malicious Damage** – Damage caused to Your Vehicle as a result of an intentional or reckless act.

**Market Value** – The cost, in the reasonable opinion of an independent motor engineer, of replacing Your Vehicle, with a vehicle of the same make, model and pre-loss or damage condition, specification, mileage and age.

**Motor Policy** – The documents consisting of Your signed Proposal Form and Declaration or Statement of Insurance, Your Premier Motor Policy, Schedule, Your Certificate of Motor Insurance and any Endorsements.

**No Claim Discount** – The reduction We allow in Your premium for not having made a claim.

**Period of Insurance** – The period shown in Your Schedule and Certificate of Motor Insurance for which We have agreed to cover You and for which You have paid or agreed to pay a premium.

**Proposal Form** – The form signed by You which gives details of You and any other drivers, Your Vehicle and all material information relevant to the cover which You have requested.

**Protected No Claim Discount** – Cover against loss of Your No Claim Discount in the event of You making a claim.

**Retail Customer** – An individual who is acting for purposes which are outside his or her trade, business or profession.

**Road Traffic Acts** – Legislation which includes details of the minimum cover for which motor insurance is required in the United Kingdom.

**Schedule** – The document giving details of the Insured, the Insurer, the Policy Number, the Insured Vehicle, the level of cover and the premium and which forms part of the Motor Policy.

**Statement of Insurance** – The document giving details of the Period of Insurance, Your cover, the premium and the policy number. The Statement of Insurance includes all the information You provided when Your quotation was prepared and forms the basis of Your contract.

**Theft** – Theft, attempted theft or the taking away of Your Vehicle without Your consent.

**Unattended** – When You or any passenger is not present inside Your Vehicle.

**United Kingdom** – England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands (including transit by sea, air, rail or within and between these places).

**We/Us/Our/the Company/the Underwriters** – Premier Underwriting Limited for and on behalf of the Insurance Company or Underwriters at Lloyd's as specified in the Certificate of Motor Insurance.

**You/Your/the Insured** – The person named as the Policyholder in both Your Schedule and Your Certificate of Motor Insurance.

**Your Vehicle/the Insured Vehicle** – The vehicle described in Your Schedule, or any replacement vehicle, details of which have been notified to and accepted by Us.

## Your Insurance

This Document is a legally binding contract of insurance between You and Us and is based on the information You provided in Your signed Proposal Form and Declaration or Statement of Insurance.

We have agreed to insure You under the terms, conditions and exclusions contained in Your Premier Motor Policy, Schedule, Certificate of Motor Insurance and any Endorsements. The insurance provided by this Document covers any liability, loss or damage that occurs during any Period of Insurance for which You have paid or agreed to pay the premium.

Your cover is effective in the United Kingdom and abroad as specified in the "Driving Abroad" section of Your Premier Motor Policy.

So that You fully understand what You are covered for, please read Your Premier Motor Policy, Schedule, Certificate of Motor Insurance and any Endorsements. You should pay particular attention to the General Exclusions and General Conditions contained within Your Premier Motor Policy.

You must tell Us as soon as possible about any changes which could affect Your Motor Policy and which have happened since the cover first started or since You last renewed it. If You do not tell Us about these, Your Motor Policy may not cover You fully or at all. If You are not sure whether any facts are important, please ask Your insurance advisor. Here are some examples of changes You should tell Us about:

- A change of Your Vehicle – including getting an extra vehicle
- 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
- Any accidents or claims regardless of fault
- A change in the main driver of Your Vehicle
- Details of drivers You have not told Us about before
- Details if You or anyone who will drive Your Vehicle develop any serious medical conditions or are told by a doctor not to drive due to medical reasons
- All changes You make to Your Vehicle, if these make Your Vehicle different from the manufacturer's standard specification.



Paul Gray

Managing Director, Premier Underwriting Limited, for and on behalf of the Insurance Company or Underwriters at Lloyd's as specified in the Certificate of Motor Insurance

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## How to read Your Premier Motor Policy

This is your Premier Motor Policy.

### Your Cover

Your Premier Motor Policy, Your Schedule, Your Certificate of Motor Insurance and any Endorsements explain what is and what is not covered.

We must advise You that any Motor Policy, whether cover is Comprehensive, Third Party Fire and Theft or Third Party Only is subject to certain exclusions and conditions. It is therefore essential that You are fully aware of what is and what is not covered by this Motor Policy and what exclusions and conditions apply.

We have designed the Premier Motor Policy to help You understand the cover provided. On many pages, to assist You, We have divided the text under the following headings:-

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#### **“What is covered”**

This text is printed in black and gives detailed information on the cover provided.

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#### **“What is not covered”**

*This text is printed in green opposite “What is covered” to draw Your attention to what is not covered.*

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#### **“What is the most We will pay”**

*This text is also printed in green opposite “What is covered” and indicates the maximum amount We will pay for the cover described.*

*The General Exclusions to Your Premier Motor Policy are also printed in green as these also indicate “What is not covered”.*

### Policy Sections which apply to You

The level of cover which applies to You, whether Comprehensive, Third Party Fire and Theft or Third Party Only, is shown on Your Schedule.

If You have **Comprehensive** cover, refer to Sections 1, 3 and the General Conditions and General Exclusions.

If You have **Third Party Fire and Theft** cover, refer to Sections 2, 3 and the General Conditions and General Exclusions.

If You have **Third Party Only** cover, refer to Section 3 and the General Conditions and General Exclusions.

**Please read Your Premier Motor Policy, Schedule, Certificate of Motor Insurance and any Endorsements carefully to ensure that Your cover meets Your requirements and the details are correct.**

**Your Premier Motor Policy, Schedule, Certificate of Motor Insurance and any Endorsements are legal documents – please keep them in a safe place.**

## SECTION 1 – COMPREHENSIVE COVER

### A - LOSS OR DAMAGE

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#### What is covered

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#### Loss of or damage to Your Vehicle

We will pay for loss of or damage to Your Vehicle.

We will also pay for loss of or damage to Your Vehicle's spare parts and accessories as long as they are kept in or on Your Vehicle and fall within the maximum amount We will pay.

#### Windscreen Cover

We will pay for;

- the breakage of glass in the windscreen or windows of Your Vehicle
- scratching of its bodywork caused solely by this breakage

If this is the only damage You claim for and the cost of the claim is equal to or less than the maximum amount We will pay, Your No Claim Discount will not be affected.

### LOSS OR DAMAGE

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#### What is the most We will pay?

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#### Loss of or damage to Your Vehicle

We will not pay

- *more than the Market Value of Your Vehicle at the time of the loss or damage;*
- *the amount of any repair or replacement which improves Your Vehicle beyond its condition before the loss or damage;*
- *more than the last list or quoted price for any parts or accessories which have become unobtainable or are no longer manufactured;*
- *for the cost of any fuel kept in Your Vehicle.*

#### Windscreen Cover

*The maximum amount we will pay is limited to £175 unless the windscreen or window(s) are repaired or replaced by the Premier recommended repairer using the Premier 24 Hour Glass Service (see page 19).*

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#### What is not covered

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*Excess – You will have to pay the first £50 or 20% of the total cost, whichever is the higher for any claim for the replacement of any windscreen or window(s).*

*We do not consider a sun-roof to be a windscreen or window.*

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## Payment of Claims for Loss or Damage

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We will, at Our reasonable option:

- pay the cost of repairs or pay You in cash the amount of any loss or damage where repair can be economically made; or
- replace Your Vehicle with a vehicle of the same Market Value or pay You in cash for the loss or damage where Your Vehicle is stolen and not recovered or damaged beyond economical repair. The stolen or damaged vehicle will then belong to Us.

If to Our knowledge Your Vehicle belongs to someone else or is the subject of a Hire Purchase or Leasing Agreement, payment for the total loss or destruction of Your Vehicle will normally be made to the legal owner whose receipt will be a full and final discharge to Us.

If Your Vehicle is disabled due to damage covered by this Section, We will pay;

- the reasonable cost of protecting and removing Your Vehicle to the nearest repairer.
- the reasonable cost of delivery following repair to Your address in the United Kingdom.

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## What is not covered

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1. *Excess – You will have to pay the amount shown below in respect of each claim for loss of or damage to Your Vehicle.*

| <i>Driver Age</i>                   | <i>Amount You Pay</i> |
|-------------------------------------|-----------------------|
| <i>17-20</i>                        | <i>£300</i>           |
| <i>21-24</i>                        | <i>£200</i>           |
| <i>25 or over and inexperienced</i> | <i>£150</i>           |
| <i>25 or over and experienced</i>   | <i>£100</i>           |

*Inexperienced applies to any driver who has not held a full UK licence for at least one year.  
These Excesses are in addition to any other Excesses shown in Your Schedule.*

2. *Loss of use of Your Vehicle.*
3. *Depreciation, wear and tear.*
4. *Mechanical, electrical and electronic faults, breakdown, malfunction, failure or breakage.*
5. *Damage to tyres caused by the application of brakes or by punctures, cuts or bursts.*
6. *Loss of value of Your Vehicle following repair.*
7. *Loss of or damage to Your Vehicle caused directly or indirectly through Theft by deception.*
8. *Loss of or damage to Your Vehicle arising from Theft, when it is left Unattended and the ignition keys are left in or on Your Vehicle.*
9. *Loss of or damage to:*
  - *telephones, television equipment or two-way radio transmitters or receivers;*
  - *money, stamps, tickets, documents, securities, lottery tickets, raffle tickets, promotional vouchers or Air Miles vouchers;*
  - *goods, tools or samples carried in connection with any trade or business;*
  - *property that is covered under any other policy;*
  - *audio and communication equipment.*
10. *Loss of or damage to Your Vehicle arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.*

YOU MUST ALSO REFER TO THE GENERAL CONDITIONS AND THE GENERAL EXCLUSIONS ON PAGES 13-16 OF YOUR PREMIER MOTOR POLICY

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**What is covered**

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**B - ADDITIONAL BENEFITS****SERVICE OR REPAIR**

Loss of or damage to Your Vehicle will still be covered while it is in the custody of the Motor Trade for service, repair, maintenance or testing. While Your Vehicle is in the custody of the Motor Trade We will ignore any limitations as to driving or use as shown in Your Schedule.

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***What is not covered***

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- 11. The unauthorised taking away of Your Vehicle by a family member.*
- 12. Loss or damage arising from Theft or attempted Theft while any window or sunroof is left opened or if any door is not locked.*

## SECTION 2 – THIRD PARTY FIRE AND THEFT COVER

### A - LOSS OR DAMAGE

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#### What is covered

#### Loss of or damage to Your Vehicle

We will pay for loss of or damage to Your Vehicle caused by:

- Fire
- Theft

We will also cover Your Vehicle's spare parts and accessories in the same way as long as they are kept in or on Your Vehicle and fall within the maximum amount We will pay.

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#### Payment of Claims for Loss or Damage

We will, at Our reasonable option

- pay the cost of repairs or pay You in cash the amount of any loss or damage where repair can be economically made; or
- replace Your Vehicle with a vehicle of the same Market Value or pay You in cash for the loss or damage where Your Vehicle is stolen and not recovered or damaged beyond economical repair. The stolen or damaged vehicle will then belong to Us.

If to Our knowledge Your Vehicle belongs to someone else or is the subject of a Hire Purchase or Leasing Agreement, payment for the total loss or destruction of Your Vehicle will normally be made to the legal owner whose receipt will be a full and final discharge to Us.

### LOSS OR DAMAGE

---

#### What is the most We will pay?

#### Loss of or damage to Your Vehicle

We will not pay:

- more than the Market Value of Your Vehicle at the time of the loss or damage;
- the amount of any repair or replacement which improves Your Vehicle beyond its condition before the loss or damage;
- more than the last list or quoted price for any parts or accessories which have become unobtainable or are no longer manufactured;
- for the cost of any fuel kept in Your Vehicle.

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#### What is not covered

1. *Excess – You will have to pay the first £100 in respect of each claim for loss of or damage to Your Vehicle. This Excess is in addition to any other Excesses shown in Your Schedule.*
2. *Loss of use of Your Vehicle.*
3. *Depreciation, wear and tear.*
4. *Mechanical, electrical and electronic faults, breakdowns, malfunction, failure or breakage.*
5. *Loss of value of Your Vehicle following repair.*
6. *Loss of or damage to Your Vehicle caused directly or indirectly through Theft by deception.*
7. *Loss of or damage to Your Vehicle arising from Theft when it is left Unattended and the ignition keys are left in or on Your Vehicle.*

## LOSS OR DAMAGE

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### What is covered

If Your Vehicle is disabled due to damage covered by this Section, We will pay:

- the reasonable cost of protecting and removing Your Vehicle to the nearest repairer.
- the reasonable cost of delivery following repair to Your address in the United Kingdom

## LOSS OR DAMAGE

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### What is not covered

8. *Loss of or damage to:*
  - *telephones, television equipment or two-way radio transmitters or receivers;*
  - *money, stamps, tickets, documents, securities, lottery tickets, raffle tickets, promotional vouchers or Air Miles Vouchers;*
  - *goods, tools or samples carried in connection with any trade or business;*
  - *property that is covered under any other policy;*
  - *audio and communication equipment.*
9. *Loss of or damage to Your Vehicle arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.*
10. *The unauthorised taking away of Your Vehicle by a family member.*
11. *Loss or damage arising from Theft or attempted Theft while any window or sunroof is left opened or if any door is not locked.*

## SECTION 3 – ALL TYPES OF COVER

### A - LEGAL LIABILITY TO OTHERS

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#### What is covered

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#### Your legal liability to other people

We will pay all amounts that You are legally liable for in respect of:

- death of or bodily injury to any other person;
- damage to the property of any other person up to £1million.

arising from any one claim or series of claims arising from one cause involving the use in the United Kingdom of;

- Your Vehicle
- any trailer or one mechanically propelled vehicle which is not driveable whilst attached to Your Vehicle or if accidentally detached during the course of a journey.

### LEGAL LIABILITY TO OTHERS

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#### What is not covered

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#### Your legal liability to other people

1. *We will not provide cover for the legal liability of any person We insure under this Motor Policy if there is any other insurance in force that covers the same liability.*
2. *We will not cover death of or bodily injury to any person arising out of that person's employment except where it is necessary to meet the requirements of the Road Traffic Acts or any other laws that may apply to motor insurance.*
3. *Under this section, We will not cover loss of or damage to:*
  - *Your Vehicle or any other property belonging to or in the care of any person We cover under this Motor Policy.*
  - *Any trailer or vehicle either attached or accidentally detached during the course of a journey.*
4. *We will not be liable for death, bodily injury or loss or damage to property caused or arising beyond the limit of any carriageway or thoroughfare in connection with:*
  - a) *the bringing of the load to any motor vehicle for loading thereon, or*
  - b) *the taking away of the load from any motor vehicle after loading therefrom by any person other than the driver or the driver's mate of such vehicle.*

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## What is covered

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### The legal liability of other people

We will also cover the following people for their legal liabilities to others in the same way as We cover You:

- any person permitted by Your current Certificate of Motor Insurance to drive Your Vehicle.
- any person using, but not driving Your Vehicle with Your permission for social, domestic or pleasure purposes.
- any passenger travelling in or getting into or out of Your Vehicle.
- Your employer or partner while You are driving or using Your Vehicle on their business, provided this is permitted by Your current Certificate of Motor Insurance.
- the legal representative(s) of any deceased person We cover under this Motor Policy in respect of legal liability incurred by the deceased person.

### Costs and Expenses

We will pay, subject to Our prior written agreement:

- legal fees reasonably and properly incurred by any person We cover for representation at a Coroner's Inquest or Fatal Accident Injury or in a Court of Summary Jurisdiction.
- the cost of legal services to defend any person We cover if they are charged with manslaughter or causing death by dangerous driving or causing death whilst under the influence of drink or drugs and, at Our option, the cost of representation at a Court of Summary Jurisdiction.
- any other costs or expenses incurred in connection with any incident which may involve legal liability under this Motor Policy.

### Emergency Treatment Fees

We will pay for Emergency Treatment Fees as required by the Road Traffic Acts.

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## What is not covered

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### Costs and Expenses

*We will not pay any legal costs and expenses unless they are in connection with an incident which is covered under this Section.*

## DRIVING ABROAD

We will extend Your cover in the United Kingdom to apply to any country which is a member of the European Union and any other country which agrees to follow European Union directives on motor insurance and is approved by the Commission of the European Union, provided that:

- Your permanent home is in the United Kingdom.
- Your visit(s) is/are of a temporary nature; ie for a maximum period of 90 days in any one Period of Insurance.

If You exceed the 90 day period without Our permission, cover is reduced to the minimum You need under European Union directives on motor insurance while Your Car is in the countries set out above.

Cover includes transit between countries within the territorial limits by air, rail or recognised sea routes which take 65 hours or less under normal circumstances.

We will cover the reasonable cost of the return of Your Vehicle to Your address in the United Kingdom in the event of loss or damage covered by this Motor Policy if:

- it is not possible to economically repair Your Vehicle prior to Your intended return to the United Kingdom.
- following its loss, Your Vehicle is recovered after Your return to the United Kingdom.

Refer to Your current Certificate of Motor Insurance for guidance on which countries are covered.

Contact Your insurance intermediary if a named driver wishes to take Your Vehicle abroad without You (or Your spouse if insured on this Policy).

### Spanish Bail Bond

We will provide a guarantee or deposit up to £1,000 if required for:

- the release of Your Vehicle if impounded by the Spanish judicial authorities.
- the release of You or the person driving Your Vehicle with Your permission.

Immediately the guarantee is released or the deposit becomes recoverable, You or the person driving must comply with all necessary formalities and give Us all the information and help needed to cancel the guarantee or obtain the return of the deposit.

If the guarantee or deposit is used partly or fully to pay fines or costs as a result of any legal proceedings against You or the person driving, You will repay such amount immediately 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 £1,000 o €1500 en concepto de fianza penal. (La finalidad de esta garantía no es aplicable en casos de multas).

YOU MUST ALSO REFER TO THE GENERAL CONDITIONS AND THE GENERAL EXCLUSIONS ON PAGES 13-16 OF YOUR PREMIER MOTOR POLICY

## **Northern Ireland**

If You are permanently resident in Northern Ireland, cover is extended to include temporary use of Your Vehicle in the Republic of Ireland provided this is permitted by Your current Certificate of Motor Insurance.

## **Customs Duty**

We will pay any Customs Duty for which You are legally liable in respect of Your Vehicle after it has been imported into any country which is a member of the European Union or which agrees to follow European Union directives on motor insurance as a direct result of any loss or damage covered by this Motor Policy.

## **NO CLAIM DISCOUNT**

We will allow a No Claim Discount against Your renewal premium if no claim has been made or arisen under this Motor Policy during the previous 12 month Period of Insurance.

The amount of the discount will be in accordance with Our scale of No Claim Discount applicable at the time of renewal.

If We have to make a payment which We have not yet been able to recover or which We cannot recover from any other party involved in the incident, a claim will count against Your No Claim Discount, even if You are not at fault.

### **Claims which do not affect Your No Claim Discount**

- any claim for payment of Emergency Treatment Fees as required by the Road Traffic Acts
- any claim where We have obtained a full recovery of any costs
- any windscreen claim paid in accordance with the Windscreen Cover under Section 1 of this policy.

## **EXTENSIONS TO YOUR POLICY**

Any extensions only apply if referred to in Your Schedule and are subject otherwise to the terms, exceptions and conditions of this Policy.

### **Protected No Claims Discount**

A No Claim Discount of 4 or more years will not be reduced provided not more than one claim is made under Your Policy in any two successive years.

## **ENDORSEMENTS APPLICABLE TO YOUR POLICY**

The following Endorsements will only apply if referred to in Your Schedule and are subject otherwise to the terms, exceptions and conditions of this Policy.

### **Endorsement 1 – Indemnifying the Police Authority – premises only**

We will provide indemnity under Section 3 of this Policy to the Police Authority You are employed by whilst Your Vehicle is entering, leaving or standing in or about any premises under Your employer's authority, provided that Your employer is not entitled to indemnity under any other Policy and complies with the provisions of this Policy as applicable.

### **Endorsement 2 – Drivers under 25 years of age**

No cover applies in respect of drivers under the age of 25.

### **Endorsement 3 – See special attached endorsements.**

## **GENERAL CONDITIONS: The General conditions apply to Your whole Motor Policy**

This insurance does not give rights to any person other than You (the insured person) unless We say differently elsewhere in this document.

### **1. ACCIDENT AND CLAIMS PROCEDURE**

If any accident, injury, loss or damage occurs, You must:

- inform Premier Claims Service by telephone, giving full details, as soon as is reasonably possible (further details are given on page 17).
- send every communication You receive in connection with the claim to Premier Claims Service, unanswered as soon as possible after You receive it.
- notify Premier Claims Service as soon as You become aware of any pending prosecution, Coroner's Inquest, or Fatal Accident Inquiry involving any person covered by this Motor Policy.
- not admit to, negotiate on, promise to pay or refuse any claim unless You have prior written permission from Us or Premier Claims Service.
- not act in any way to prejudice Our interests.
- provide Us and/or Premier Claims Service with all reasonable assistance We may need.

### **2. HANDLING THE CLAIM ON YOUR BEHALF**

We or Premier Claims Service are entitled to take over and conduct in Your name or in the name of any other person covered by this Motor Policy

- the defence or settlement of any claim
- legal proceedings in Your name at Our expense and for Our benefit to recover any payments made under this Motor Policy.

You or the person whose name We use must co-operate with Us on any matter affecting this insurance.

### **3. CANCELLING DURING THE INITIAL PERIOD OF COVER - RETAIL CUSTOMERS ONLY**

**Please note that Your Motor Policy may not be cancelled unless Your Certificate of Motor Insurance is returned by You, to Us or Your insurance advisor, as part of Your notice of cancellation.**

If You have entered this contract of insurance as a Retail Customer You have a right to cancel the insurance policy evidenced by Your Certificate of Motor Insurance. In order to exercise this right of cancellation You must advise Us or Your insurance advisor within 14 days of the start date (or annual renewal date) of Your policy or (if later) the day on which You receive the policy documentation and supporting information.

If You exercise Your right to cancel the insurance policy, You will be required to pay 'pro rata' rates for the period of time You have had insurance cover. Additional charges may include a proportion of any commission paid to Your insurance advisor and a proportion of any fees charged by Your insurance advisor, sufficient to cover Your insurance advisor's costs.

### **MID-TERM CANCELLATION OF EXISTING POLICIES**

**Please note that Your Motor Policy may not be cancelled unless Your Certificate of Motor Insurance is returned by You, to Us or Your insurance advisor, as part of Your notice of cancellation.**

Any 'mid-term' termination or suspension of the insurance policy evidenced by Your Certificate of Motor Insurance, will operate only from the date of return by You of Your Certificate of Motor Insurance to Us or Your insurance advisor.

Provided no claims have been made in the current Period of Insurance You will be charged for the time You have had insurance cover based on the short period rates as shown below. Additional charges may include a proportion of any commission paid to Your insurance advisor and a proportion of any fees charged by Your insurance advisor, sufficient to cover Your insurance advisor's costs.

### **THIS MOTOR POLICY MAY ALSO BE CANCELLED:**

- i) by Us or Our authorised insurance advisors sending You seven days notice in writing to Your last known address. You must immediately return to Us Your current Certificate of Motor Insurance and once We have received it, You will be entitled to the refund of the unexpired portion of Your premium
- ii) by Us or Our authorised insurance advisors immediately if You do not pay the premium or any instalment of the premium. We will not refund any instalments You have already paid if Your Motor Policy is cancelled for this reason. You must return to Us Your current Certificate of Motor Insurance.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS ON PAGE 14 AND THE GENERAL EXCLUSIONS ON PAGES 15-16 OF YOUR PREMIER MOTOR POLICY**

| Period not exceeding           | 8days | 15days | 1month | 2months | 3months | 4months | 5months | 6months | 7months | 8months | over 8months |
|--------------------------------|-------|--------|--------|---------|---------|---------|---------|---------|---------|---------|--------------|
| Proportion of premium refunded | 85%   | 75%    | 70%    | 60%     | 50%     | 40%     | 35%     | 30%     | 20%     | 10%     | Nil          |

**It is a requirement of the Road Traffic Act 1988 that You return Your Certificate of Motor Insurance if Your Motor Policy is being cancelled.**

#### **4. SUSPENSION**

You may suspend Your Motor Policy by sending Us written notice and returning to Us Your current Certificate of Motor Insurance. Suspension of Your Motor Policy will take effect from the date We receive Your Certificate of Motor Insurance.

A credit of 75% of the unused premium will be deducted from the renewal premium offered by Us, provided the period of suspension is in excess of one month and no claims have occurred during the current Period of Insurance. The credit will not be given as a cash refund and cannot be used to extend the existing renewal date.

#### **5. MAKING A CLAIM**

Information on how to make a claim is given on page 17.

In the event of a claim covered by this Motor Policy, You must still pay the premium. If payment is not made, We or Our authorised insurance advisors:

- may cancel this Motor Policy in accordance with General Condition 3 and seek payment of the outstanding balance of premium;
- may refuse to pay any claim arising from an occurrence on or after the due date of the premium;
- reserve the right to deduct any outstanding premium from the claim payment, if the claim is for loss of or damage to Your Vehicle which is covered by this Motor Policy;
- may recover from You the outstanding balance of premium or seek reimbursement from You of any claim payment which has already been made.

#### **6. CHANGES TO INFORMATION RELEVANT TO YOUR COVER**

You must notify Us as soon as possible of any changes which affect Your Motor Policy and which have occurred either since the cover started or since the last renewal date. If You do not tell Us about relevant changes, Your Motor Policy may not be valid or may not cover You fully.

#### **7. OTHER INSURANCE**

If, at the time You make a valid claim under this Motor Policy, there is any other insurance covering the same loss, damage or liability, We will pay only Our share of the claim.

#### **8. CARE OF YOUR VEHICLE**

You or any other person covered by this Motor Policy must:

- take all reasonable steps to protect Your Vehicle from loss or damage.
- keep Your Vehicle efficient and in a roadworthy condition.

You must allow Us to examine Your Vehicle at any reasonable time.

#### **9. RIGHT OF RECOVERY**

If the law of any country in which this Motor Policy operates obliges Us to pay a claim which We would not otherwise have paid in the United Kingdom, We reserve the right to recover this amount from You or from the person who incurred the liability.

#### **10. FRAUDULENT CLAIMS**

If any claim under this Motor Policy is in any way fraudulent, or if any fraudulent means or device is used by You or by any person acting on Your behalf to obtain any benefit under this Motor Policy, We will not pay any part of the claim and all cover provided by this Motor Policy will be forfeited.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS ON PAGE 13 AND THE GENERAL EXCLUSIONS ON PAGES 15-16 OF YOUR PREMIER MOTOR POLICY**

## GENERAL EXCLUSIONS: The General Exclusions apply to Your whole Motor Policy

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### What is not covered

#### 1. USE AND DRIVING WHICH WE DO NOT COVER

Your Motor Policy does not cover any accident, injury, loss, damage or liability when any vehicle covered by this Motor Policy is:

- being used for any purpose that Your current Certificate of Motor Insurance does not permit.
- in the charge of or being driven by any person who is not described in Your current Certificate of Motor Insurance as a person entitled to drive.
- being driven by You or a permitted driver with Your permission if You or the permitted driver do not hold a driving licence or has never held a driving licence or is disqualified from holding or obtaining a driving licence.
- being driven by any person who does not comply with the terms and conditions of the driving licence held.
- in an unsafe or unroadworthy condition or, where such regulations require, does not have a current M.O.T. certificate.
- carrying a load or a number of passengers which is unsafe or greater than the manufacturer's specifications.
- in or on that part of any airport, aerodrome, airfield or military base which is used for the take off and landing of aircraft, including the movement of aircraft on the ground and aircraft parking aprons and the associated service roads, refuelling areas and ground equipment parking areas.
- towing a trailer which is unsafe or has an insecure load.
- being used for a purpose for which it is not insured for.

#### 2. NOTIFICATION OF A CHANGE OF VEHICLE

This Motor Policy does not cover a vehicle unless:

- We already have details of the vehicle; or
- details are given to Us within 7 days of the date of acquiring the vehicle and We accept them.

#### 3. LIABILITY WHICH RESULTS FROM AN AGREEMENT

This Motor Policy does not cover any liability You have accepted by agreement or contract, unless You would have had that liability anyway.

#### 4. WAR RISKS, RIOT AND CIVIL COMMOTIONS, ACTS OF TERRORISM AND EARTHQUAKE

This Motor Policy does not cover any consequence of:

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, coup, military or usurped power, except where it is necessary to meet the requirements of the relevant motor insurance law.
2. riot or civil commotion occurring elsewhere than in the United Kingdom, except where it is necessary to meet the requirements of the relevant motor insurance law.
3. any loss, damage, injury or legal liability caused directly or indirectly by an act of terrorism which means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.  
This exception does not apply to the cover We must provide under the Road Traffic Acts or any other laws that apply to motor insurance.
4. earthquake.

This also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any of the events listed in 1 to 4 above.

YOU MUST ALSO REFER TO THE GENERAL CONDITIONS ON PAGES 13-14 AND THE GENERAL EXCLUSIONS ON PAGE 16 OF YOUR PREMIER MOTOR POLICY

## **5. RADIOACTIVE CONTAMINATION AND SONIC BANGS**

*This Motor Policy does not cover loss of, destruction or damage to any property or any resulting loss or expense or any loss of use or any legal liability directly or indirectly caused by or contributed to by or arising from:*

- *ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the burning of nuclear fuel.*
- *the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.*
- *pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.*

## **6. POLLUTION**

*This Motor Policy does not cover death or bodily injury to any person or damage to any property which is directly or indirectly caused by pollution or contamination unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the Period of Insurance and is sudden, identifiable, unintended and unexpected.*

*All pollution which arises out of one incident will be considered to have occurred at the time when this incident takes place.*

*We will not apply this exclusion in circumstances where it is necessary to meet the requirements of the relevant motor insurance law.*

## **7. RALLIES, COMPETITIONS OR TRIALS**

*This Motor Policy does not cover any vehicle which is being used in any:*

- *rally*
- *competition*
- *trial*

*We will restrict cover to those legal liabilities for which insurance is compulsory under the Road Traffic Acts and We provide no other cover under this Motor Policy.*

*We will not apply this limitation in respect of any event organised to encourage road safety or a treasure hunt in respect of which:*

- *the route does not exceed 100 miles; and*
- *no merit is attached to the competitors' performance whilst driving, except in relation to good road behaviour and compliance with the Highway Code; and*
- *if the event includes driving tests, then the driving area must not exceed 100 yards square and tests must not be timed.*

## **8. CARRYING OF HAZARDOUS MATERIALS**

*This Motor Policy shall not apply in respect of claims arising out of the ownership, operation, maintenance or use of any vehicle the principal use of which is:*

- *the transportation of high explosives such as nitro-glycerine, dynamite or any other similar explosive.*
- *the bulk transportation of liquefied petroleum or gasoline (use of a tank truck for the transportation of fuel for the original Insured's own use is not excluded).*
- *the transportation of chemicals or gases in liquid, compressed or gaseous forms.*

## **9. DELIBERATE ACTS**

*This Motor Policy does not cover loss of, destruction or damage to any property or any resulting loss or expense arising from any deliberate act by You or any person using or driving Your Vehicle.*

## ADVICE FROM PREMIER ON HOW TO MAKE A CLAIM

This information does not form part of Your Motor Policy. It is intended as a guide in the event that You need to make a claim.

**Important Notice** - All accidents and claims **MUST** be reported within 24 hours, whether You want to make a claim or not, and whether Your fault or not. Failing to report an accident or claim can expose You to charges and expenses for which You are personally liable, and could result in Your insurance being invalid.

### Who will deal with Your claim?

We have authorised Premier Claims Service (see page 19 for contact details) to deal with Your claim on our behalf. You should therefore refer all correspondence and telephone enquiries to them.

### What to do after an accident

The following actions are required by law:

- a) You must stop – it is a serious offence not to do so.
- b) You must give your name and address to anyone involved in the incident, together with details of Your Vehicle and Us.
- c) If you are unable to notify the police at the scene of the accident, You must report it to them as soon as possible, and in any case within 24 hours.
- d) You must show Your Certificate of Motor Insurance to the police if they need to see it.

### How do You notify Premier of Your claim?

You must notify all accidents/incidents to Premier within 24 hours using the telephone numbers listed below (their address is also shown on Page 19).

### Damage to Your Vehicle

If Your Motor Policy covers You for the cost of repairs to Your Vehicle as the result of an accident, a Fire or a Theft, You should do one of the following:

#### 1. If Your cover is Comprehensive

- (a) Contact Premier Claims Service on **0800 980 2282**.

Premier have a repair service which consists of a select nationwide network of repairers who will:

- arrange for Your damaged vehicle to be collected.
- repair Your Vehicle and re-deliver it to You.
- guarantee all repair work for 3 years.

#### Please note:

The Premier Repair Service is not available if:

- Your Vehicle has been stolen and has not been recovered; or
- Your Vehicle has been damaged beyond economical repair; or
- Your Vehicle was damaged whilst Your policy was extended for use abroad

If Your Vehicle has been stolen, it will be necessary to send a copy of Your driving licence to Premier Claims Service (see page 19 for contact details).

Send any communication You receive in connection with Your claim to Premier Claims Service at the address on Page 19. You must not admit liability or deal with any correspondence Yourself.

If You do not wish to use the **Premier Repair Service** still telephone the above number and You will receive advice on what to do next.

If Your Vehicle is potentially beyond economical repair, it is probable that it will have to be inspected. Premier Claim Services will take the action necessary.

## 2. If Your cover is Third Party Fire and Theft

Contact Premier Claims Service on **08000 969 629** and the claims staff will advise on what course of action to take.

If Your Vehicle has been stolen, it will be necessary to send a copy of Your driving licence to Premier Claims Service (see page 19 for contact details).

Send any communication You receive in connection with Your claim to Premier Claim Services at the address on Page 19. You must not admit liability or deal with any correspondence Yourself.

**Please note:** Even if You are not covered for damage to Your Vehicle, You should still advise Premier Claim Services of the incident and You must confirm whether anyone else was involved in the incident who may have suffered any injury or damage to their property.

## 3. If Your cover is Third Party Only

Contact Premier Claims Service on **08000 969 629** and the claims staff will advise You on what course of action to take.

Send any communication You receive in connection with Your claim to Premier Claim Services at the address on Page 19. You must not admit liability or deal with any correspondence Yourself.

**Please note:** You should still advise Premier Claims Service of the incident and You must confirm whether anyone else was involved in the incident who may have suffered any injury or damage to their property.

**IMPORTANT NOTICE** - ALL ACCIDENTS AND CLAIMS **MUST** BE REPORTED WITHIN 24 HOURS, WHETHER YOU WANT TO MAKE A CLAIM OR NOT, AND WHETHER YOUR FAULT OR NOT. FAILING TO REPORT AN ACCIDENT OR CLAIM CAN EXPOSE YOU TO CHARGES AND EXPENSES FOR WHICH YOU ARE PERSONALLY LIABLE, AND COULD RESULT IN YOUR INSURANCE BEING INVALID.

## **Windscreen or Window Claims**

If the **windscreen** or **window(s)** of Your Vehicle are damaged, You should:

- a) telephone Premier's 24 Hour Glass Service Centre direct on the number shown below. You will need Your current Certificate of Motor Insurance and Your Schedule ready to confirm that You are covered for this damage.

### **PREMIER 24 HOUR GLASS SERVICE – 0800 917 9666**

- b) You will be given advice on whether Your windscreen can be repaired rather than replaced. If it is possible to have Your windscreen repaired, You will not have to pay an Excess.
- c) if it is not possible to repair Your windscreen or if the damage is to the windows of Your Vehicle, Premier Glass Service will instead arrange for it to be replaced. Premier will be invoiced directly up to the amount You are covered for. You will be required to pay the Excess stated on Your Schedule for the replacement of the windscreen or body glass.

**Please note:** If You are not covered for windscreen damage, You can still use the Premier Glass Service and receive a substantial discount on any standard stock item, provided payment is received at the time of the replacement.

Premier Claims Service  
PO Box 119  
Cheltenham  
GL50 3ZE

## **PREMIER UNDERWRITING LIMITED (“PREMIER”) DATA PROTECTION ACT 1998 (“THE ACT”)**

It is Premier’s policy to take all necessary steps to ensure that personal data held is processed fairly and lawfully in accordance with the Act.

We hold personal data relating to You in connection with insurance products and services You have asked us to provide. Except to the extent We are required or permitted by law, personal data provided to or obtained by Us will be used for the purposes of providing You with the products and services You have requested. It may also be shared with carefully selected third parties who have products and services that We think may be of interest to You. We may wish to contact You from time to time by post, telephone, or e-mail about other products, and services that may be of interest to You. If at any time You do not wish to receive this information then please write to the Company’s Data Protection Officer at: Premier Underwriting Ltd., 294a Lymington Road, Highcliffe, Christchurch, Dorset BH23 5ET. Under the Act, as a data subject, You are granted certain rights. If You would like to know what information We hold about You and from where it was obtained You can write to Us as above. We may charge You a statutory administration fee to comply with Your request.

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd), and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help Us check information provided and also to prevent fraudulent claims. When We deal with Your request for insurance, We may search these registers. Under the conditions of Your Motor Policy, You must tell Us about any incident (such as an accident or Theft) which may or may not give rise to a claim. When You tell Us about an incident, We will pass information relating to it to the registers.

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers’ Information Centre (MIIC). This may be consulted by the Police in order to establish who is insured to drive the vehicle. If You are involved in an accident (in the UK or abroad), other UK insurers, the Motor Insurers’ Bureau and MIIC may search the MID to ascertain relevant policy information.

Persons with a valid claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

You can find out more about this from Your insurer, or at [www.miic.org.uk](http://www.miic.org.uk).

You should show this notice to anyone insured to drive Your Vehicle.

Should you have any other queries in connection with data protection then please contact the Data Protection Officer as above.

DETACH HERE

**TO BE  
HANDED TO  
THE OTHER  
PARTY IN THE  
EVENT OF AN  
INCIDENT**

**PREMIER CLAIMS SERVICE OFFER YOU:**

- FAST, EFFICIENT CLAIMS SERVICE
- FREE COURTESY VEHICLE
- FULLY GUARANTEED REPAIRS
- HELP IF NEEDED WITH OTHER ASPECTS OF YOUR CLAIM

JUST CALL **0870 240 6972**

PLEASE QUOTE OUR POLICY NUMBER WHEN CALLING.

IF YOU HAVE BEEN INVOLVED IN AN ACCIDENT WITH A PREMIER CUSTOMER, WHICH WAS NOT YOUR FAULT, WE WILL AUTHORISE YOUR REPAIR TO ONE OF OUR APPROVED REPAIR NETWORK, AND PROVIDE A COURTESY VEHICLE FOR THE DURATION OF THE REPAIRS. FOR MORE INFORMATION, CALL **0870 240 6972**



DETACH HERE

**TO BE  
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DETACH HERE

**IF YOU HAVE  
AN ACCIDENT**

**24 HOUR HELPLINE  
PREMIER CLAIMS SERVICE**

What to do after an accident:

- a) You must stop - it is a serious offence not to.
- b) Give Your name and address to anyone involved in the incident, together with details of Your Vehicle and pass them one of the cards on the left.
- c) Notify the police either at the scene or within 24 hours.
- d) Show Your Certificate of Motor Insurance to the police if they need to see it.
- e) You must notify Premier on the number shown below immediately.
- f) Do not admit to, negotiate on, promise to pay or refuse any claim unless You have written permission from Us.

**IMPORTANT NOTICE** - ALL ACCIDENTS AND CLAIMS **MUST** BE REPORTED TO THE POLICE/PREMIER WITHIN 24 HOURS, WHETHER YOU WANT TO MAKE A CLAIM OR NOT, AND WHETHER YOUR FAULT OR NOT. FAILING TO REPORT AN ACCIDENT OR CLAIM CAN EXPOSE YOU TO CHARGES AND EXPENSES FOR WHICH YOU ARE PERSONALLY LIABLE, AND COULD RESULT IN YOUR INSURANCE BEING INVALID.

If your cover is comprehensive -  
Telephone 0800 980 2282

If your cover is Third Party Only or Fire & Theft -  
Telephone 08000 969 629

For windscreen or window repair/replacement  
(see Policy for details of cover) -  
Telephone 0800 917 9666

**KEEP THESE CARDS IN  
YOUR VEHICLE - THEY  
MAY SAVE YOU MONEY**



## OUR COMMITMENT TO YOU

We aim to provide a high level of service and pay claims fairly and promptly under the terms of this Motor Policy.

If You have an enquiry or complaint regarding Your insurance, please address it to Your insurance advisor.

If You are not satisfied with his or her answer, please write quoting Your policy number shown in the Schedule to The Managing Director, Premier Underwriting Limited, 294a Lymington Road, Highcliffe, Christchurch, Dorset BH23 5ET.

It may be that We can resolve Your concern straightaway. However, Your complaint may require further investigation. If so, We will send You a written acknowledgment within 5 working days stating:

- How We will handle it.
- Who will handle it.
- What You need to do, if anything.

Your complaint will be investigated by one of Our trained staff.

You will be sent a detailed response within 4 weeks of receiving Your complaint. If We cannot respond in this time We will write to You to explain and let You know when You should expect to receive a response.

If You have any concerns in the meantime, You can contact the person identified on the acknowledgment letter.

Our response will either:

- Accept Your complaint and offer some form of redress if necessary
- Reject the complaint giving full reasons for doing so

If You are unhappy with the response, please let Us know. A final response will be sent to You within 8 weeks of the initial receipt of Your complaint.

If We do not hear from You again within 8 weeks, We will assume that Our response has addressed Your concern and close Our file.

If you remain dissatisfied, You may write to the insurer identified on Your Policy Schedule (We will provide You with full contact details during the complaints process). If You are insured with certain Underwriter's at Lloyd's, You may also refer the matter to the Complaints Department at Lloyd's, One Lime Street, London, EC3M 7HA. Telephone: 020 7327 5693, Fax: 020 7327 5225, Email: Complaints@Lloyds.com.

If you are still dissatisfied You may refer the matter to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Further details will be provided at the appropriate stage of the complaints process. A leaflet explaining its procedure is available on request.

**Please always quote Your policy number as it will help Us to deal with Your enquiry or complaint promptly.**

Contacting the Financial Ombudsman Service will not affect Your right to take legal action against Us.

### **Law applicable to this Motor Policy**

The parties to a contract of insurance covering a risk situated in the United Kingdom are permitted to choose the Law applicable to the contract. This Motor Policy is governed by English Law.

**Premier Underwriting Limited**  
**Registered Office: 294a Lymington Road, Highcliffe, Christchurch**  
**Dorset BH23 5ET**  
**Registered No. 3760475**

Premier Underwriting Limited is authorised and regulated by the Financial Services Authority.

GENCV/01/05