

# commercial vehicle policy



We, *Quinn-direct Insurance*, agree to provide insurance to you, the insured named in the policy schedule, for events which happen in Great Britain (including the Isle of Man and Channel Islands), Northern Ireland or the Republic of Ireland, during any period of insurance that you have paid, or have agreed to pay, the premium. If more than one person is named as the insured, the insurance will apply to each of you.

On behalf of *Quinn-direct Insurance*

Colin Morgan  
General Manager

Customer services  
**0845 850 0845**

Claims helpline  
**0845 351 1210**

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GB



## Definitions

- A You, your** – the insured named in the policy schedule.
- B We, us** – Quinn-*direct* Insurance.
- C Your business** – your occupation as described in the schedule.
- D Being driven** – being in the charge of a person who has driven, or will drive the vehicle, even if they are not driving at the time.
- E The vehicle** – the vehicle or vehicles described in the schedule of this policy and any vehicle:
- you have given us details of;
  - we have provided a certificate of insurance for; and
  - for which the insurance is still in place.
- F The certificate of insurance** – the document which is evidence that you have taken out the insurance needed by law.
- G The period of insurance** – the period shown in the schedule and any further period for which we agree to insure you.
- H Territorial limits** – Great Britain, the Isle of Man, the Channel Islands, Northern Ireland and Republic of Ireland, or while the vehicle is being transported by sea, air or rail (including loading or unloading) between these places.
- I Market value** – the cost of replacing the vehicle with one of the same make, model and similar age and condition at the time of the accident or loss.
- J Principal** – any person who employs you to act in their place or on their behalf.

## Your insurance cover

So you understand what you are covered for, please read this document, the schedule and the certificate of insurance carefully. You should pay special attention to the general terms, exceptions and conditions. If you have any questions, you should contact us or your insurance advisor.

**Comprehensive cover** – sections 1 and 2 of this policy apply.

**Third-party, fire and theft cover** – section 1 applies for loss of or damage to the vehicle caused directly by fire, lightning, explosion, theft or attempted theft. Section 2 of this policy also applies.

**Third-party only cover** – section 2 of this policy applies.

**The general exceptions and general conditions apply to all levels of cover.**



### **No-claims bonus** *(This does not apply to fleet policies)*

For the purpose of the no-claims bonus, 'period of insurance' means one year from the beginning of the policy to the first renewal date, and then each year between renewal dates.

If no claim arises during the period of insurance, at the renewal date we will reduce the renewal premium in line with our no-claims bonus scale applying at the renewal date. You can ask for details of the no-claims bonus scale.

If a claim arises during any period of insurance, we will reduce your no-claims bonus as follows.

No-claims bonus	Reduced to
1 Year	0 Years
2 Years	0 Years
3 Years	0 Years
4 Years	1 Year
5 Years or above	2 Years

If two or more claims arise in any period of insurance, we will reduce your no-claims bonus to zero at your next renewal.

Any no-claims bonus only applies to a vehicle (or replacement vehicle) insured for the full period of insurance.

You cannot transfer your no-claims bonus to anyone else and it may only be used on one vehicle at a time.

Note: The no-claims bonus does not apply to agricultural vehicles or special-type vehicles (for example, tractors or forklift trucks).

### **Introductory bonus**

If we have reduced your first premium using an introductory bonus, we will remove the reduction if a claim arises during the period of insurance. We will do this when you renew the policy. At that stage you can then start to earn no-claims bonuses for periods of insurance in which no claim arises.

If no claim arises during the period of insurance, the introductory bonus will apply when you next renew the policy and at every renewal date until the introductory bonus equals or is less than the no-claims bonus reduction which would apply. The no-claims bonus you get will only take account of the period of cover we have provided under this or other motor policies in your name.

### **Protected no-claims bonus**

You can pay an extra premium for a protected no-claims bonus extension once you have earned a no-claims bonus of four years or more. You will keep that no-claims bonus as long as no more than one claim arises during the period of insurance for which the extra premium applies.



### **Limits on how you use your vehicle**

The insurance only covers you if you use the vehicle in the way described in your certificate of insurance. We will not cover you for:

- a** any use connected with the motor trade, unless the use is described in your certificate of insurance; or
- b** racing, pacemaking (setting the pace in a race) or being in any contest or speed trial (apart from treasure hunts).

### **Description of drivers**

Any person shown in the certificate of insurance can drive the vehicle. Where 'any driver' is shown, please see the schedule for any restrictions.



## Section 1 Loss of or damage to the insured vehicle

We will pay for loss of or damage to the vehicle or vehicles or its accessories and spare parts while they are in or on the vehicle.

We will choose whether to repair or replace the vehicle or any part of it or its accessories and spare parts, or pay cash to cover the amount of the loss or damage. If we settle a claim under this section as a total loss, the lost or damaged vehicle becomes our property.

The most we will pay will be the market value of the vehicle immediately before the loss or damage happened, but not more than the value as shown in the schedule.

You must let us know immediately about any incident involving loss or damage to the vehicle. You must not pay or agree to pay any expenses to repair any damage without getting our authority beforehand. (See general condition 8.)

If the vehicle belongs to someone other than you or is under a hire-purchase or leasing agreement, we may pay the legal owner for any loss or damage. We will then have no further liability for the loss or damage.

For loss of or damage to radio-receiving or transmitting equipment or audio equipment permanently fixed to the vehicle, the most we will pay is:

- a 5% of the value of the vehicle before the accident happened;
  - or
  - b £500;
- whichever is lower.

The policy does not cover loss of or damage to mobile phones and their accessories or spare parts.

### Loss of or damage to the trailer

We will pay for loss of or damage to any trailer described in the trailer schedule. We provide cover to the level shown in the trailer schedule.

The most we will pay for the loss or damage will be the market value of the trailer immediately before the loss or damage happened. However, we will not pay more than the value of the trailer as shown in the trailer schedule.

We will not pay for loss or damage to:

- a any trailer if it is not being towed, other than allowed by law;
- b any detached trailer, unless:
  - it is on premises you own or occupy, or secured in a locked garage or compound; or
  - it is kept close to the vehicle;
- c any trailer that is not specified (but the trailer schedule shows that unspecified trailers are insured), unless it is in your possession and control.

### Accident recovery

We will also pay the reasonable cost of protecting the vehicle and moving it to the nearest repairer if, as a result of any loss or damage insured under this section, the vehicle cannot be driven. We will pay the reasonable cost of delivering it to you after the repair. However, we will not pay more than the reasonable cost of transporting the vehicle to your address, as shown in the schedule.



### Spare-parts clause for Japanese or Far Eastern vehicle imports

If we provide cover under the policy for replacement parts and the parts are not available or are out of stock from the manufacturer's European representative or agents, you will have to pay the extra cost of transporting them from elsewhere.

#### Exceptions to section 1

We will not pay for:

- 1 loss of value, wear and tear, mechanical, electrical, electronic, computer or computer software failure or breakdown;
- 2 damage to tyres caused by using the brakes or by road punctures, cuts or bursts;
- 3 loss of use or other indirect loss such as loss of earnings or travel costs;
- 4 damage to the vehicle caused by carrying dangerous or hazardous goods;
- 5 loss of or damage to the contents being carried in or on the vehicle;
- 6 loss or damage as a result of deception or fraud;
- 7 loss or damage as a result of theft or attempted theft if the vehicle is left unlocked or if the ignition key is left in or on your vehicle while you are away from it;
- 8 loss or damage to the vehicle if it is taken or driven without

your permission by a member of your family or anyone who normally lives with you, unless they are prosecuted for taking the vehicle without your permission;

- 9 any part of a repair or replacement which improves your vehicle beyond its condition before the loss or damage took place;
- 10 loss or damage as a result of the vehicle being filled with the wrong fuel; or
- 11 the first amounts, as shown in the schedule, of each claim (the 'own damage excess' and the 'each and every excess').



## Section 2 Liability to other people

### Definition of 'insured person'

For the purpose of insurance under this section, an 'insured person' includes any one of the following.

- 1 You, the policyholder.
- 2 Any person driving the vehicle who is entitled to do so under your current certificate of insurance (other than any person in the motor trade driving the vehicle for the purpose of repairing or maintaining it).
- 3 Your employer or business partner as long as the business use is allowed under the terms of the certificate of insurance. This applies as long as the vehicle does not belong to that person and is not hired or leased by or to them.
- 4 Any person using (but not driving) the vehicle with your permission for social, domestic and pleasure purposes.
- 5 Any person travelling in, or getting into or out of the vehicle.
- 6 The personal representative of any of the people named above (following the person's death) but only for the liability of the person who has died.

We will insure the insured person against legal liability for damages (including the related costs and expenses) for death or bodily injury to any person and damage to property arising as a result of an accident by or in connection with the vehicle. (This includes loading and unloading the vehicle.)

We will not pay more than £1,000,000 for damage to property arising from any one claim or a number of claims arising out of one cause.

### Legal costs

If we agree in writing, we will pay for the following legal costs related to an event which is covered by this section.

- a Solicitors' reasonable fees for representing you at a coroner's inquest or fatal accident enquiry or in any court.
- b The reasonable costs of defence against a charge of manslaughter or causing death by careless or dangerous driving.

### Moving other people's vehicles

We will also cover the insured person while they are moving any vehicle which is:

- a blocking access to the policyholder's premises; or
- b blocking free movement of any vehicle owned, hired or lent to the policyholder.

The person driving must hold a licence to drive the vehicle or, having held a licence, not be disqualified from holding a licence.

### Emergency treatment

We will pay for emergency treatment fees as set out in the Road Traffic Act, following an accident involving any vehicle which we provide cover for.



### Foreign use

As well as providing cover in the territorial limits, we will also provide the minimum cover you need by law to use your vehicle in:

- a** any country which is a member of the European Union; and
- b** any other country which has made arrangements to meet the requirements of the Commission of European Union.

If you want to extend this cover to your full policy cover, or if you want to travel to any other country, you must:

- a** ask us to provide cover before the date you leave;
- b** tell us the date you will be leaving, and the date you will be returning;
- c** tell us which countries you are visiting; and
- d** pay any extra premium necessary.

### Indemnity to principals

We will extend the cover provided by this section to any public or local authority or other principal, where the vehicle is being used in connection with contract work on behalf of a principal, for the negligence of the insured or any other insured person.

We will only do this if:

- a** they are not covered under any other policy; and
- b** they keep to the terms, conditions and endorsements of this policy as far as they can apply.

### Trailers

We will extend the cover provided by this section to meet the requirements of the Road Traffic Act for using any trailer while attached or unattached to the vehicle under the terms, conditions and exceptions of the policy.

### Exceptions to section 2

- 1** We will not cover loss of or damage to:
  - a** property owned by or in the charge of you or any insured person;
  - b** any vehicle or trailer which we provide cover for under this section or any property carried in or on the vehicle or trailer; or
  - c** any motor vehicle which cannot be driven and is attached to a vehicle covered by this policy or any property carried in or on that motor vehicle.
- 2** We will not cover any loss, damage or liability arising while the vehicle or trailer or attachment of the vehicle:
  - a** is being used as a tool of the trade (for example, operating a digger); or
  - b** is not on a public road and is in the process of being loaded or unloaded by any person other than the driver or attendant of the vehicle.
- 3** We will not cover death or injury to any employee of the person who is insured, which arises out of the course of their employment, except where it must be covered under the Road Traffic Act.
- 4** We will not provide cover if the insured person is entitled to claim a payment or has cover under any other policy.
- 5** We will not pay for the first amount, as shown in the schedule, of each claim (the 'each and every excess').



## General exceptions

These general exceptions apply to all sections of this policy.

We will not provide cover for any of the following.

- 1 Any accident, injury, loss, damage or liability if the vehicle is being driven or used for a purpose not described in the certificate of insurance.
- 2 Any liability an insured person has under an agreement which they would not have had if the agreement did not exist.
- 3 Loss, damage or liability:
  - a directly caused by pressure waves from aircraft and other flying objects travelling at or above the speed of sound;
  - b caused by an earthquake or underground fire;
  - c caused by pollution or contamination, unless it is caused by a sudden, identifiable, unexpected and accidental incident which happens during the period of insurance;
  - d if you have an accident while your vehicle, including its load, is being driven when it is not fit and safe to do so; or
  - e if your vehicle is overloaded with passengers or goods.

However, we will provide cover to meet the requirements of the Road Traffic Act.

- 4 We will not cover the driver unless they:
  - a hold a licence to drive the vehicle;
  - b are not disqualified from holding or getting a licence; and,
  - c meet the conditions and any limits of the driving licence.
- 5 a We will not cover any loss, damage or legal liability directly or indirectly caused by:
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
  - the radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.
- b Any damage or liability caused by using the vehicle in or on any area where aircraft normally land, take off, move or park.
- c War, riot, revolution, any act of terrorism or any similar event.

However, we will provide cover to meet the requirements of the Road Traffic Act.



## General conditions

These general conditions apply to all sections of the policy.

- 1 We will only have to make a payment under this policy if:
  - a all the answers in the proposal and declaration for this insurance are true and complete (the proposal and declaration form the basis of this contract between us and you); and
  - b you or any insured person meets all the terms, conditions and endorsements of this policy.

### Cancellation

- 2 You may cancel the policy at any time by telling us and returning the certificate of insurance. We will refund your premium for any period of insurance remaining, less an administration fee of £35 as long as:
  - a no claim or loss has arisen during the current period of insurance; and
  - b we have received your certificate of insurance.

We do not refund any premium which is less than £35 after we charge the administration fee.

If you are paying your premium by instalments, you will not receive a refund for any deposit or instalment you have already paid.

- 3 We may choose to cancel the policy, without giving you a reason, by sending you 10 days' written notice to your last known address. We will refund your premium for any period of insurance remaining. You must return to us immediately

your certificate of insurance to avoid any action we may take against you to recover it.

- 4 In return for cover provided by this policy, you have agreed to pay the premium on the due date, or dates, as set out in that agreement. If you do not make a payment when it is due, we can cancel the policy by sending you 10 days' written notice to your last known address.
- 5 If you are paying by instalments, you must pay the full yearly premium if a claim is made during the current period of insurance. We have the right to take any premium owed from any claim we may pay.

### Policy changes

- 6 You must:
  - a let us know the details of any new or replacement vehicle before you buy or change vehicles;
  - b pay us any extra premium we may ask for as a result of the new or replacement vehicle; and
  - c let us know if you sell or get rid of the vehicle. All cover for the vehicle will end and you must return the certificate of insurance to qualify for any refund of premium which we may allow.

If you do not give us, and we do not confirm, full details of the vehicle, the insurance will not apply to the vehicle and we will not be responsible for any accident, injury, loss, damage or liability arising as a result of any accident caused by or in connection with that vehicle.



- 7 You must tell us immediately if:
- a you plan to make changes to the vehicle;
  - b you want to use the vehicle for any use not included in your certificate of insurance;
  - c you change the address at which you normally keep the vehicle;
  - d you or anyone covered by this policy are charged or convicted of a motoring offence;
  - e you become aware of any medical or physical condition of any driver that may affect their ability to drive;
  - f you or any driver changes occupation; or
  - g there are changes to any other material fact.

When you tell us about a change, we may then reassess your premium and your cover. If you do not tell us about any relevant changes, we may:

- reject or reduce your claim; or
  - cancel the policy and treat it as though it has never existed.
- 8 If the terms of the policy change in any way, there may be an administration fee of £17. We do not refund any reduction in premium which is less than £20, and we will not charge any extra premium which is less than £20. We will only refund any premium if:
- a no claim or loss has arisen during the current period of insurance; and
  - b we have received all the documents we need to carry out the change.

## Claims

- 9 a You must report any accident, injury, loss or damage involving the insured vehicle or any other motor vehicle which is insured under this policy to us immediately (or by the next working day). We will then send you an accident report form which you must fill in and return as soon as possible.
- b If the vehicle is lost or is damaged as a result of theft, attempted theft or malicious damage, you must immediately contact the police and send us a copy of the police report. The report must say that the loss or damage was the result of theft, attempted theft or malicious damage.
- c You must also write and let us know as soon as you become aware of any current or future prosecution or inquest in connection with any event for which there may be any liability under this policy.
- d You or any insured person must immediately send us any correspondence relating to any incident without answering it. You or any other insured person must give us all the help we need. You must never accept responsibility or offer or promise payment without our written permission. We will be entitled to take over and carry out in your name (or in the name of any other insured person) the defence or settlement of any claim. We may prosecute, in your name or in the name of any other person (at our expense and for our benefit) to recover any amount we have paid. We will be able to



decide how any proceedings or settlements are handled. You must agree to this condition before we can accept liability for your claim.

- e If you make a claim, we are entitled to instruct and to give information about you and your policy to other people such as suppliers, private investigators and loss adjusters.
  - f You or any insured person must not do anything to harm our interests.
- 10** If, at the time any claim arises under this policy, there is any other insurance covering the same accident, injury, loss, damage or liability, we will only pay our share of any loss, damage, compensation, costs or expenses.
- 11** If, under the law of any country, we have to make a payment which we would otherwise not have made under this policy, we may recover any payment from you or from the person who the claim was made against.

### **Disputes between you and us**

- 12** You can refer any dispute between you and us about our liability for a claim or the amount to be paid to an arbitrator we both agree to, within nine months of the dispute arising. If we cannot agree, the president of a relevant national law society will appoint an arbitrator. The arbitrator's decision will be final and binding on you and us. If the dispute has not been referred to arbitration within nine months, we will assume you have abandoned the claim.

### **Duty of care**

**13** You or any insured person must:

- a take all reasonable steps to prevent accidents, injuries, loss or damage;
- b protect the vehicle against loss or damage;
- c give us access, at any reasonable time, to examine the vehicle;
- d not leave the vehicle unlocked while away from it, or leave the keys to the ignition with the vehicle while away from it; and
- e make sure the vehicle is kept in a roadworthy condition and, if necessary, has a valid MOT certificate.

### **Fraud**

- 14** If any claim is in any way fraudulent or exaggerated, the insured person or anyone acting on their behalf has used any fraudulent methods to benefit under this policy, or you have given us false or stolen documents, you and they will lose any rights under the policy. We may also prosecute you or them.

### **Choice of law**

- 15** You and we may choose which law applies to this contract. Unless we agree with you otherwise, this insurance is governed by English law.

### **Vehicle laid-up**

- 16** If the vehicle is laid up (off the road and out of use), we may suspend the insurance under section 2 of this policy as long as you have returned the certificate of insurance.



We will refund up to 70% of your premium, less an administration fee of £17, for the period when insurance under section 2 is suspended, as long as:

- a no claim or loss has arisen during the current period of insurance; and
- b cover is suspended for at least four weeks in a row.

We do not refund any premium which is less than £20 after we charge the administration fee.

During any period where we have suspended the insurance, we will still insure the vehicle against loss or damage in line with the insurance cover provided under section 1.

### **Suspending cover**

- 17** We may suspend all cover provided by this policy as long as you have returned the certificate of insurance.

We will refund your premium, less an administration fee of £17, for the period when the insurance is suspended, as long as:

- a no claim or loss has arisen during the current period of insurance; and
- b cover is suspended for at least four weeks in a row.

We do not refund any premium which is less than £20 after we charge the administration fee.

We can suspend your policy for up to three months. After three months, we will automatically reinstate the policy cover.

The 'vehicle laid-up' and 'suspending cover' options can only apply within the current period of insurance. At the renewal date, the policy will automatically come into force

again. We will continue to collect direct-debit instalments during the period the vehicle is laid up or cover is suspended, and will refund these at the end of the suspension.

### **Currency**

- 18** All money paid under this policy will be paid in pounds sterling.

### **Language**

- 19** Your policy and all communications between you and us will be in English.

### **Comments and complaints**

We are committed to providing all our customers with a high standard of service at all times. We realise that things can go wrong and there may be times when you feel our service has let you down. As a valued customer, you have the right to complain.

- 1** Please contact our staff first to see if we can resolve any concerns you may have. Phone 0845 850 0845.
- 2** If you are not happy with our response you can send your concerns in writing to our Customer Service Manager at:

Quinn-*direct* Insurance  
Carran Business Park  
Enniskillen  
Northern Ireland  
BT74 4RZ

E-mail: [feedback@quinn-direct.com](mailto:feedback@quinn-direct.com)

- 3** We will phone you to let you know we have received your complaint.
- 4** Our staff will try to resolve your complaint immediately. If this is not possible, we promise to acknowledge your complaint



within one week of receiving it. In the unlikely event that we have not resolved your complaint within four weeks of receiving it, we will write and let you know why and what further action we will take.

- 5 If you are not satisfied with our decision, or if we haven't given you a decision after eight weeks, you have the right to refer your complaint to the Insurance Ombudsman at:  
Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR.  
Phone: 0845 080 1800

We value feedback and welcome it as an opportunity to improve our service.

### Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS), which means that you may be entitled to compensation if we cannot meet our obligations to you. Compulsory insurance is covered for 100% of the claim, without any upper limit. Non-compulsory insurance is protected in full for the first £2000 and then 90% of the rest of the claim without any upper limit. You can get more information at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS direct on 020 7892 7300.

### Data protection

You should show this notice to anyone insured to drive the vehicle.

We will keep all the personal information you give us confidential and will not pass it to anyone else unless you give us your permission or the law allows us to provide the information. We will hold your information in systems of Quinn Insurance, our agents or subcontractors so we and they can provide suitable products and services to you.

We will use the information you provide to manage your insurance, including handling claims. We may check the information against other information available to the public (such as on the electoral roll and court judgements). We may also share information with other insurers, either directly or through people acting for the insurer (such as loss adjusters or investigators) and, if we are entitled to do so under the Data Protection Act, the police and other law-enforcement agencies. To set premiums, we will ask a credit reference agency to check the electoral roll and public information. The agency will record their search but this will not affect your credit rating.

We may need to collect sensitive information (such as information about health or criminal convictions) about you and other people named on the insurance policy. By going ahead with this insurance, you will be agreeing to us or our agents or other insurers processing that information. Before you provide sensitive information about other people, you should make sure they agree.

We may record phone calls for our joint protection and for training and quality purposes.

We may pass information about you and your claims history to:

- our agents and service providers;



- members of the Quinn Group;
- other insurers and their agents;
- any agent acting for you; and
- recognised trade, governing and regulatory organisations we are a member of or which we are governed by.

We may give information about you to anyone we transfer our rights and duties to under this policy.

We would like to keep you informed by post, e-mail, telephone or text message of certain products and services we provide. If you would prefer not to receive this information, please let us know when you contact us.

Quinn Group and Quinn Life would like to keep you informed about products and services they provide. We may use your information for this purpose after this insurance has ended. If you would prefer not to receive this information, please let us know when you contact us.

We may contact you with a reminder that your insurance is due to be renewed.

We can only take instructions to change a policy in some way from you, the policyholder, your husband, wife, civil partner or parent.

You have the right to ask for a copy of the information we hold about you (for which we may charge a small fee) and to correct any inaccurate information.

We may pass information to the Claims and Underwriting

Exchange Register, run by Insurance Database Services Ltd (IDS Ltd). 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 the register. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not lead to a claim. When you tell us about an incident, we will pass information about it to the registers. Your policy details will be added to the Motor Insurance Database (MID) run by the Motor Insurers' Information Centre (MIIC). Information on the MID may be used by the DVLA and the DVLNI for the purpose of electronic vehicle licensing, and by the police to see whether a driver is insured and to prevent or detect crime. 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 find relevant policy information.

People making a claim in connection with a road traffic accident may also get relevant information from the MID.

You can find out more about this from your insurer or by visiting the website at [www.miic.org.uk](http://www.miic.org.uk).



*This booklet is printed on paper made from trees that come from well-managed forests.*