

moorhouse**x**broker



Claims Line

0800 678 999

Your Moorhouse LCC, Commercial Vehicle Insurance Policy from Aviva



is arranged by
Moorhouse Xbroker
Barclay House
Pontygwindy Road
Caerphilly CF83 2WJ

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How to Make a Claim

If **you** wish to make a claim, phone the number below which relates to the nature of **your** claim.

A claims advisor will record details of the incident and be able to confirm all the steps involved in the process of making a claim. Please:

- do whatever **you** can to protect **your** vehicle and its accessories
- provide **us** with a full description of the loss or damage.

Accidents or losses involving the insured vehicle: 0800 678 999

If your vehicle breaks down: 0800 032 5327

If **you** are involved in an accident, and the incident is covered, the claims advisor will arrange for:

- **your** vehicle to be recovered
- **you** to be kept fully informed throughout the claims process.

Note: If the incident is not covered, they shall still endeavour to assist **you** whenever possible.

Important: When telephoning one of the above claims lines, please if at all possible have **your policy** number ready

(As shown on **your policy schedule** and **certificate of motor insurance**).

This will enable **your** claims advisor to find **your policy** records quickly and provide the level of service that **you** expect. Telephone calls may be recorded and/or monitored.

(Please also read the “Conditions of Making a Claim” section of this Policy Booklet).

Commercial Vehicle Policy

This **policy** is a contract between **you** and **us**. Nobody else has any rights they can enforce under this contract except those they have by law.

This **policy** describes **your** cover during the period of insurance **you** have paid for, or have agreed to pay for, and for which **your insurer** has accepted the premium.

The contract is based on information provided by **you** in a signed proposal form or verbally and confirmed in a statement of fact. For the contract to be valid, all the information **you** gave **us** must be true and complete. The proposal form and/or statement of fact are also part of the contract.

The contract also includes this **policy**, the **policy schedule** and any **endorsements** shown in the **policy schedule**. These documents and **your certificate of insurance** should be read as one document. Please read them to ensure that they meet **your** needs. Certain terms are defined in the definitions section below and these apply throughout this **policy**, apart from the more specific definitions in the Breakdown Cover Section.

It is possible to choose the law, which will apply to a contract of insurance covering a risk in the United Kingdom. **We** have chosen Scottish Law if **you** live in Scotland and English Law to apply if **you** live anywhere else in the United Kingdom. By paying **your** premium, **you** are accepting **our** choice of law. If **you** want any other law to apply, **you** must have **our** written permission. All correspondence will be in English, unless **we** have agreed otherwise.

The **policy** cover is effective in the Territorial Limits and abroad as specified in Foreign Travel in Section 4.

If **you** have any questions, contact **your** broker or insurance advisor, who will be glad to help **you**.

Your Responsibility to Us

You must tell **us** about any changes that affect **your policy** and which have occurred either since the **policy** started or since the last renewal date. If **you** are not sure whether certain facts are relevant, please ask **your** broker or insurance advisor.

If **you** do not tell **us** about relevant changes, **your policy** may not be valid, or **your policy** may not fully cover **you**.

Commercial Vehicle Policy (continued)

This **policy** is a legal document and as such **you** should keep it in a safe place. **You** may need to refer to it if **you** make a claim.

Important Notice

Your Commercial Vehicle Insurance **Policy**, whether cover is Third Party Only, Third Party Fire & Theft or Comprehensive, is subject to certain excesses, exclusions and conditions. It is therefore essential that **you** are fully aware of what is and what is not covered by **your policy** and what excesses, exclusions and conditions apply.

Please read Sections 1 and 2 of this **policy** which show the excesses that may apply in the event of a claim, and also Section 4 which lists all of the general exclusions and **policy** conditions. If there is any aspect of **your policy** cover, exclusions or conditions that **you** do not understand **you** should contact **your insurance advisor** who will be able to explain these to **you**.

Our Commitment to Service

Moorhouse Xbroker and Aviva are committed to providing **you** with the highest level of customer service at all times.

If **you** have any complaint regarding this insurance **you** should first contact **your** insurance advisor. **We** are here to help **you** when **you** most need **us**, so if **you** would prefer to contact **us** directly or if, after contacting **your** insurance advisor, **you** are not satisfied with their response or if the initial complaint is of a more serious nature, then **you** should write (quoting **your policy** number) to:

The Chairman,
Moorhouse Xbroker,
Barclay House,
Pontygwindy Road,
Caerphilly.
CF83 2WJ

We will acknowledge receipt of **your** complaint within 5 business days and inform **you** of who is dealing with **your** complaint. **We** aim to resolve complaints following assessment and investigation as quickly as possible.

If **our** investigations take longer than this **we** will provide a full written response within 4 weeks, or explain the current position of **your** complaint and provide **you** with an indication as to when **we** expect to provide **our** final response.

If **You** remain unhappy with the decision **you** receive, **you** may write to the Chief Executive

The Chief Executive UK Insurance
Aviva
8 Surrey Street
Norwich
NR1 3NS

If **you** remain dissatisfied, or **you** have not received a written offer of resolution within 8 weeks of the date that **we** received **your** complaint, then **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service (FOS) who can be contacted at:

Our Commitment to Service (continued)

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

phone: 0845 080 1800
email: complaint.info@financial-ombudsman.org.uk
website: www.financial-ombudsman.org.uk

Note that the FOS will only consider **your** complaint if **you** have given **us** the opportunity to resolve it and **you** are a private policyholder, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. If, however, we do not resolve **your** complaint within 40 business days, the FOS will accept a direct referral.

These arrangements for the handling of complaints are entirely without prejudice to **your** rights in English Law and **you** are free at any stage to seek legal advice and take legal action. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Financial Services Compensation Scheme

For cover required by the Road Traffic Acts, **you** would be covered in full for any claim; for any other type of claim, **you** would be covered for all of the first £2,000 and 90% of the remainder; in each case, without any upper limit

Further information about the compensation scheme arrangements is available from the FSCS by telephoning 020 7892 7300 or www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsooken Street, London, E1 8BN.

Important Information

Telephone Call Recording

For our joint protection telephone calls may be recorded and/or monitored.

Customers with Disabilities

This **policy** is also available in Large Print, Audio and Braille. If **you** require any of these formats, in the first instance, please contact Moorhouse Xbroker, Barclay House, Pontygwindy Road, Caerphilly, CF83 2WJ.

Choice of Law

The law of England and Wales will apply to this contract unless:

- 1) **You** and the Insurer agree otherwise; or
- 2) at the date of the contract **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

How to Read Your Policy

Cover

Comprehensive -
Third Party Fire & Theft -
Third Party -

Sections Operative

Sections 1,3 & 4 apply
Sections 2,3 & 4 apply
Sections 3 & 4 apply

Definitions

These definitions tell **you** what each term means whenever it is used in the **policy**, apart from the more specific definitions in the Breakdown Cover Section.

Certificate of Motor Insurance

A document with the **policy** number as shown in the **schedule**, which provides evidence of motor insurance as required by the law.

Endorsement

A document issued by **us** noting an agreed change in the terms or details of this **policy**.

Green Card

An International Insurance Certificate issued by **us** upon payment of any extra premium required. It provides **you** with cover under the terms of this **policy** when **you** are using the **insured vehicle** temporarily abroad in any countries in which it is valid.

Please note: Breakdown Recovery is only available within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

Indemnity

Our promise to compensate **you** for the amount of a loss within the limits of this **policy**.

Insurance Advisor

An independent intermediary who has placed business with **Moorhouse Xbroker** on **your** behalf, as agreed by **you** and based upon the information provided to them by **you** and their disclosure of **policy** information to **you**. **Your insurance advisor's** regulatory status may be checked at any time on the Financial Services Authority web site www.fsa.gov.uk.

Insured Vehicle

The commercial vehicle bearing the registration number as shown in the **schedule**, or any replacement vehicle, details of which have been notified to, and accepted by **us**.

Market Value

The cost of replacing the **insured vehicle** at the date of loss with another of similar make, model, specification, age and condition.

Definitions (continued)

No Claim Discount

The reduction **we** allow in **your** new business or renewal premium dependent upon **your** claims history.

Policyholder / You

The person shown as the **policyholder** in the **schedule**.

Pollution

- 1) **Pollution** or contamination by naturally occurring or man-made substances, forces or organisations or any contamination of them whether permanent or transitory and however occurring, and
- 2) all loss damage or injury directly or indirectly caused by such **pollution** or contamination.

Schedule

The document giving details of the **policyholder**, Aviva, the **policy** number, **the insured vehicle**, the insurance cover and the premium.

Moorhouse Xbroker

An independent intermediary and underwriting agency which negotiates the terms of **your policy** with, and administers **your policy** on behalf of, a range of insurance companies. **Moorhouse Xbroker** is authorised and regulated by the Financial Services Authority (FSA)

Territorial Limits

The cover under this **policy** applies only within the limits of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

We/Us/Our/Insurer/Aviva

Underwritten by Aviva Insurance UK Limited.

Registered in England, No. 99122. Registered Office: 8 Surrey Street, Norwich, NR1 3NG.

Authorised and regulated by the Financial Services Authority (FSA).

Section 1 - Comprehensive Cover Only

YOU ARE COVERED FOR:

Loss of or damage to the insured vehicle

We will pay for loss of or damage to the **insured vehicle** and its accessories and spare parts whilst attached to the vehicle if caused by:

- i) theft or attempted theft
- ii) fire
- iii) any other accidental cause not excluded in this section or by the **policy** conditions

IMPORTANT LIMITS TO YOUR COVER

If while being driven by (or in the charge of) any person shown in your schedule, **insured vehicle** and/or its accessories and spare parts are lost or damaged by accidental cause, fire, theft, or attempted theft, **you** must pay the first part of the claim up to the amount of the excess.

These excesses are in addition to any other excesses shown in **your schedule**. **You** will not be required to pay any excess if damage to the **insured vehicle** is caused when the **insured vehicle** is kept for servicing or repair by a bona fide motor repair business.

Section 2 - Third Party Fire & Theft Cover Only

YOU ARE COVERED FOR:

Loss of or damage to the insured vehicle

We will pay for loss of or damage to the **insured vehicle** and its accessories and spare parts whilst attached to the vehicle if caused by:

- i) theft or attempted theft
- ii) fire

IMPORTANT LIMITS TO YOUR COVER

Fire and Theft excesses

If the **insured vehicle**, and/or its accessories and spare parts, are lost or damaged by fire, theft or attempted theft **you** must pay the first part of the claim up to the amount of the excess shown below:

This excess is in addition to any other excesses shown in **your schedule**.

Section 3 - Third Party Cover

YOU ARE COVERED FOR:

Your liability to other people

We will pay all amounts that **you** may be legally liable for in respect of:

- Death of, or bodily injury to, any person
- Damage to the property of a third party up to £2 million

arising from any accident involving the use in the **territorial limits** of any vehicle which **your certificate of motor insurance** permits.

Other people's liability

We will insure the following people for liabilities to others in the same way as **you** are insured:

- any person permitted by **your certificate of motor insurance** to drive the **insured vehicle**
- any person using (but not driving) the **insured vehicle** with **your** permission for social, domestic or pleasure purposes
- any passenger travelling in, or getting into or out of, the **insured vehicle**
- **your** employer or partner while **you** are driving or using the **insured vehicle** on their business but not while **you** are using their vehicle or one hired by them.

Injury or damage while towing with the insured vehicle

We will pay for:

- death of, or bodily injury to any person
- damage to the property of a third party up to £2 million

if caused by a trailer or any disabled mechanically propelled vehicle while attached to the **insured vehicle** or accidentally detached from the **insured vehicle** during the course of a journey.

Emergency treatment

We will pay for any emergency treatment as required by the Road Traffic Act 1988 (as amended). If this is the only payment made, **your no claim discount** will not be affected.

YOU ARE COVERED FOR:

Protection of insured person's estate

Following the death of any person **we** insure under this **policy**, **we** will continue to protect that person's estate against liability insured under this **policy** and insured by that person.

Section 3 - Third Party Cover (continued)

Costs and expenses

We will pay, subject to **our** prior written consent:

- legal fees, reasonably and properly incurred by any person **we** insure for representation at a Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction
- The costs of legal services to defend a charge of manslaughter or dangerous or reckless driving causing death
- Any other costs or expenses incurred in connection with any incident which might involve legal liability under this **policy**

IMPORTANT LIMITS TO YOUR COVER

Your liability to other people

You are not covered under this section of the **policy** for damage to any vehicle **your certificate of motor insurance** permits **you** to drive or use.

Other people's liability

You are not covered under this section of the **policy** for damage to any vehicle **your certificate of motor insurance** permits **you** to drive or use.

Policy excesses

If **you** make a claim under this section of the **policy**, **you** will not be required to pay any excess. If a claim is also made under sections 1, 2 or 4, **you** must pay the excess as described in that section of this **policy**.

Section 4 - All Cover Types

NO CLAIM DISCOUNT

We will allow a **no claim discount** against **your** new business or renewal premium. The amount of the discount will be in accordance with **our** scale of **no claim discount** applicable at the time.

Claims that do not affect your No Claim Discount:

- Any claim for payment of emergency treatment as required by the Road Traffic Act
- Incidents for which **we** can obtain a full recovery of all costs.

If **you** claim under any section of this **policy** and **we** are unable to recover **our** costs, **your no claim discount** will be reduced by two years per claim.

FOREIGN TRAVEL

Subject to the payment of an additional premium and the issue by **us** of an International Motor Insurance Certificate (**green card**) this **policy** will operate, with the exception of Breakdown Recovery, while the **insured vehicle** is in any of the territories to which that certificate applies for the period of that certificate.

This **policy** shall also apply but only in respect of liability which is compulsorily insurable in the country concerned while the **insured vehicle** is in any country which is a member of the European Union and any other country in respect of which the Commission of European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (No. 72/166/CEE).

Transport & Delivery

If **you** make a valid claim for accidental damage, fire or theft of the **insured vehicle** and the damage cannot be repaired economically by the intended time of **your** return to the United Kingdom, **we** will pay the reasonable costs of transporting and delivering the **insured vehicle** to **your** address in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man by sea and/or by a recognised land route when repair has been completed. Additionally, **we** will also pay the reasonable costs if the **insured vehicle** has been stolen and is recovered after **your** return to the United Kingdom.

Customs Duty

We will pay foreign Customs Duty for which **you** are liable as a direct result of any loss or damage to the **insured vehicle** which is covered by this **policy**, preventing its return to the United Kingdom.

Section 4 - All Cover Types (continued)

When you take your vehicle abroad

All EU members (and associated territories) have agreed that an International Motor Insurance Certificate (**green card**) is not required for cross border travel, but **you** must take **your certificate of motor insurance** which will provide sufficient evidence that **you** are complying with the laws on compulsory insurance of motor vehicles in any of these countries that **you** visit. It is also a legal requirement that **you** carry **your** vehicle registration document with **you** when taking **your** vehicle abroad.

Claims Helpline

If **your** vehicle is stolen or involved in an accident whilst **you** are abroad **you** should contact **our** claims helpline immediately on 0800 678 999.

IMPORTANT LIMITS TO YOUR COVER

Foreign Travel

There is no cover outside the **territorial limits** of this **policy** unless extended by the issue of a **green card**.

Excesses

Any claim resulting from **your** travel abroad is subject to exactly the same excesses as referred to in Sections 1 or 2.

General Exclusions

This Policy does not cover:

- damage to the windscreen or windows (unless the windscreen **policy** extension has been selected and is shown on the **schedule**)
- loss of use of the **insured vehicle** and any costs which were not incurred as a direct consequence of the event which led to the claim being made
- mechanical, electrical or computer faults, failures, breakdowns, breakages or malfunctions, except as covered under the breakdown section
- damage to tyres caused by bursts, cuts, punctures or by the application of brakes
- loss by deception/fraud by a purported purchaser or agent
- any loss, destruction of or damage to tools and / or materials
- wear and tear or depreciation
- loss of or damage to any of the **insured vehicle's** audio and communication equipment
- loss of value of the **insured vehicle** following repair
- liability covered by any other insurance
- use for any competition, rally or trial
- liability for death of, or bodily injury to any person arising out of and in the course of their employment caused by any person **we** insure under this **policy** if cover is provided under an employers liability insurance issued to comply with employers liability legislation
- any accident, injury, loss, damage and/or liability whilst any **insured vehicle** is being driven or used in or on that section of an aerodrome, airport, airfield or military base provided for:
 - the take off or landing of aircraft and for the movement of aircraft on the surface
 - aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas
- any liability in respect of **pollution**, except liability which **we** are obliged to cover by the law relating to compulsory motor insurance
- liability for death, bodily injury or loss of or damage to property caused or arising beyond the limit of any carriageway or thoroughfare in connection with:
 - the bringing of the load to any motor vehicle for loading thereon or
 - the taking away of the load from any motor vehicle after loading there from any person other than the driver or the driver's mate of such vehicle

General Exclusions (continued)

- any accident, injury, loss, damage or liability when any vehicle covered by this **policy** is:
 - being driven by or in charge of any person who holds a provisional driving licence and who is not accompanied by a person aged 21 years or over holding a full driving licence issued in the UK which has been held for at least 3 years
 - being driven by or in charge of any person or used for any purpose not permitted by the **certificate of motor insurance** (but the **insured vehicle** is covered while kept for servicing or repair by a bona fide motor repair business)
 - being driven by or in the charge of any person unless they hold a licence to drive such a vehicle or have held and are not disqualified from holding or obtaining such a licence
 - any liability **you** have accepted by agreement or contract unless that liability would have existed otherwise
 - loss or destruction of or damage to the **insured vehicle** or any other loss or any legal liability directly or indirectly caused or contributed to by or arising from:
 - ionising, radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste or the combustion of nuclear fuel
 - the radioactive, toxic, explosive or other hazardous properties of any explosive, nuclear assembly or nuclear component
 - earthquake,
 - war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power
- (ii) any action taken in controlling preventing suppressing or in any way relating to above
- loss or damage from theft or attempted theft of the **insured vehicle** whilst the ignition key of the **insured vehicle** has been left in or on the **insured vehicle**.
 - loss or damage from theft or attempted theft of the **insured vehicle** whilst the vehicle, or any part thereof, is left unlocked or whilst any windows of the **insured vehicle** are not fully closed
 - any damage caused by frost unless **you** have done the following:
 - added anti-freeze solution to the water in the water system and maintained the solution in recommended proportion **OR**
 - when the **insured vehicle** is not in use, completely drained the water from the radiator, the cylinder block and the entire circulatory water system by means of all taps and plugs provided.

General Exclusions (continued)

- loss or damage caused by an inappropriate type or grade of fuel being used.
- any accident, injury, loss, damage and/or liability caused sustained or incurred whilst any **insured vehicle** is:
 - being used for Public or Private Hire; or
 - for the carriage of passengers for hire or reward; or
 - for the carriage of goods of a hazardous or explosive nature; or
 - for the conveyance of a load in excess of the maximum set against that **insured vehicle**.
- any liability for paintwork where altered from the manufacturer's original standard finish (e.g. sign-writing). **Our** liability for paintwork in respect of claims under this **policy** is restricted to the costs which would have been involved in repairing or re-spraying the damaged area to the manufacturer's original standard finish.
- Except to the extent that we are liable under the Road Traffic Acts the cover under this section does not cover any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event.
 - (i) Terrorism
Terrorism is defined as any act or acts including but not limited to
 - (a) the use or threat of force and/or violence
and/or
 - (b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes
 - (ii) any action taken in controlling preventing suppressing or in any way relating to (i) above

Where we are liable under the Road Traffic Acts the maximum amount we will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by **you** or any other person and for which cover is provided under this section will be

- (i) the third party property damage limit specified in the **policy** in respect of all claims consequent on one originating cause; or;
- (ii) such greater sum as may in the circumstances be required by the Road Traffic Acts.

Policy Conditions

General

1. The insurance described in this **policy** will only apply provided that any person entitled to indemnity or benefit has complied with all the terms, conditions and **endorsements** of this **policy**.
2. This **policy** only covers the **insured vehicle**, details of which must be given to and accepted by **us**.
There is no cover under this policy in respect of driving other vehicles.
3. Any change in **your** circumstances or regarding the **insured vehicle** or any driver that may affect the insurance under this **policy** must be advised immediately to **us**.
4. Should any part or accessory be unprocurable, **our** liability shall be limited to the manufacturer's last published price for such part or accessory.
5. **We** reserve the right to use non manufacturer approved parts to repair any damage to the vehicle.
6. The due observance and fulfillment of the terms, conditions, **endorsements** and provisions of this **policy** where such requires any action to be taken or complied with by **you** and the truth of any statements and answers provided in the proposal form shall be conditions precedent to any liability of **us** to make any payment under this **policy**.
7. Should the insured make any claim knowing the same to be false or fraudulent, as regards the amount of such claim or otherwise, or produce any documentation which is false or proven to have been stolen, this **policy** shall become void and all claims hereunder shall be forfeited.

Protection of the insured vehicle

8. **You** must take all reasonable steps to:
 - safeguard against any loss or damage
 - keep the **insured vehicle** in a proper state of repair and roadworthy condition
 - ensure that the **insured vehicle** is not carrying passengers or goods of such number or size or in such a way as is likely to impair safe driving or control of the vehicle
 - allow **us** or **our** authorised agents free access at all reasonable times to examine the **insured vehicle**.

The **insured vehicle** must have a current MOT certificate if applicable.

Vehicle Modifications

9. All aftermarket vehicle modifications, other than the manufacturers optional extra's must be approved and agreed by Moorhouse Insurance. Should **you** wish to make any alterations to **your** vehicle please contact **your** insurance broker.

Policy Conditions (continued)

Cancellation & Termination of Cover

10. This section covers the cancellation of the motor **policy** only. If any Additional Covers exist alongside this motor **policy** then refer to the relevant cancellation section applicable to the Additional Cover elsewhere in this booklet. **Important note:** if the motor **policy** is cancelled then all Additional Covers are also deemed to be cancelled.
11. The period of insurance cover is specified in **your certificate of motor insurance**, but the insurance cover will cease upon **your** receipt of notice from **us** that the **insured vehicle** is declared a total loss. No refund or credit of insurance premium will normally be due in such circumstances and the full annual premium will be payable for the period of cover provided.
12. Changing **Your Mind**
If this **policy** does not meet **your** requirements, please return all documents (including the **certificate of insurance**) within 14 days of receipt to **your** brokers or insurance advisor with a letter stating that **you** want to cancel **your policy**. **We** are unable to cancel a **policy** until the current **certificate of insurance** has been returned with **your** instructions.
We will return any premium paid less a pro rata charge for the period of time that **you** have had insurance cover and an additional charge to cover the administrative costs of providing the **policy**. If a total loss claim has been made then no refund is due.
13. **Cancellation By Us**
We, your insurance advisor, **your insurer** or any agent appointed by **us** and acting with our specific authority, can cancel this **policy** by sending seven days notice by recorded delivery to **you** at the last address known to **us** and in the case of Northern Ireland, to the Department of the Environment for Northern Ireland. **You** must at this time return the **certificate of insurance** to **us**.
When the **certificate of insurance** has been received **we** will return any premium paid less a pro rata charge for the period of time that **you** have had insurance cover and an additional charge to cover the administrative costs of providing the **policy**. No refund of premium will be due and the full annual premium will be payable for the period of cover provided if a fault or non-recoverable claim has arisen during the current **period of insurance**.
14. **Cancellation By You**
You may cancel this **policy** at any time by returning the **certificate of insurance** with a letter detailing **your** instructions.
When the certificate of insurance has been received **we** will return any premium paid less a pro rata charge for the period of time that **you** have had insurance cover and an additional charge to cover the administrative costs of providing the **policy**. No refund of premium will be due and the full annual premium will be payable for the period of cover provided if a fault or non-recoverable claim has arisen during the current **period of insurance**.

Endorsements

Endorsement 1

Drivers under 25 years of age

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

Endorsement 2

Indemnifying the Police Authority - premises only

We will provide indemnity under section 3 of this **policy** to the Police Authority whilst the **insured 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 3

Alarms, Immobilisers and Tracking Devices

Aviva shall only be liable under Sections 1 and 2(1) for theft or attempted theft where an alarm, immobiliser, or tracking device as disclosed to, and approved by **us**, has been fitted to the **insured vehicle** in accordance with the manufacturer's instructions and is activated at all times when the **insured vehicle** is left unattended. Proof of fitment of an alarm, immobiliser or tracking device to the **insured vehicle** will be required prior to or in the event of a claim arising under Sections 1 or 2 (i) of this **policy** for theft or attempted theft.

Endorsement 4

Garaging

In respect of claims arising from fire, theft, attempted theft, or malicious means between the hours of 23:00 and 06:00 when the vehicle is parked the Fire and Theft excess referred to in Section 1 and Section 2 is doubled unless the **insured vehicle** is in a secure locked garage.

Endorsement 5

Drink / Drugs

If the person named in the **schedule** is involved in an accident and is thereafter found to have been unfit at the time through drink or drugs or is found by laboratory test or post mortem examination to have consumed alcohol in such quantity that the proportion in his/her blood exceeds the limits prescribed by virtue of the Road Traffic Act 1988 (as amended or superseded), **we** shall not be liable under this **policy** except in respect of those liabilities against which insurance is required by the Road Traffic Act.

Endorsements (continued)

We shall not be liable to pay the first amount shown in the **schedule** of any claim under this **policy** when the vehicle is being driven by the above named person or is for the purpose of being driven in the charge of that person. This amount shall first be deducted from any amount payable under Section 1 or Section 2 of this **policy** and any balance not so absorbed shall be deducted from any amount payable under Section 3 or Section 4 of this **policy**.

You will repay to **us** any amount not exceeding the aforementioned sum which **we** pay in respect of any claim under this **policy**.

Endorsement 6

Wheels & Tyres

We will indemnify **you** in respect of loss of or damage to the wheels and/or tyres of the **insured vehicle** up to an amount that does not exceed the cost of replacing those wheels and tyres fitted as standard by the vehicle manufacturer.

Endorsement 7

Interest as owner

The person shown next to this **endorsement** number in the **schedule** is interested in this **policy** as owner of the vehicle.

Extensions to Your Policy

These extensions only apply if referred to in the **schedule** and are subject otherwise to the terms, exceptions and conditions of this **policy**. If the only claim **you** make under this **policy** is under extensions A,E,F or H, **your no claim discount** will not be reduced.

WINDSCREEN COVER

EXTENSION A

Comprehensive Policies

This **policy** is extended to cover a broken windscreen or window(s) of the **insured vehicle**, and scratching of its bodywork caused solely by the breakage, to an unlimited value for any one claim provided such repair or replacement is carried out by **our** approved Windscreen Replacement Service (0800 363636). Repair or replacement by other means shall not affect **your** entitlement to **no claim discount** provided the cost of such claims does not exceed £100 in any one year of insurance. This extension does not cover damage to or breakage of a sunroof. A £60 Accidental Damage excess applies in addition to any other excess applicable.

TRAILER COVER

EXTENSION C

Comprehensive Policies

Provided details (including value) have been submitted to us, the appropriate premium has been paid and cover is the same as the **insured vehicle**, this **policy** is extended to cover a trailer against loss or damage up to £2500 in any one claim. **We** shall not be liable in respect of any death or bodily injury to any person in or on or mounting into or dismounting from such a trailer. There is no cover whilst the trailer is detached from the **insured vehicle**.

TRAILER COVER

EXTENSION D

Third Party Fire and Theft and Third Party Only Policies

Provided details (including value) have been submitted to us, the appropriate premium has been paid and cover is the same as the **insured vehicle**, this **policy** is extended to cover a trailer against loss or damage up to £2500 in any one claim. **We** shall not be liable in respect of any death or bodily injury to any person in or on or mounting into or dismounting from such a trailer. There is no cover whilst the trailer is detached from the **insured vehicle**.

BREAKDOWN COVER - Comprehensive Policies

EXTENSION E

This **policy** is extended to give vehicle breakdown assistance provided by Moorhouse Breakdown Recovery. (See the Breakdown section of this **Policy** Booklet for full details).

Extensions to Your Policy (continued)

BREAKDOWN COVER - Third Party Fire and Theft and Third Party Only Policies

EXTENSION F

This **policy** is extended to give vehicle breakdown assistance provided by Moorhouse Breakdown Recovery. (See the Breakdown section of this **Policy** Booklet for full details).

PROTECTED NO CLAIM DISCOUNT

EXTENSION G

A **no claim discount** of 4 or more years will not be reduced provided no more than two fault or non-recoverable claims are made under this **policy** in any five successive years.

ANNUAL TRAVEL

EXTENSION H

This **policy** is extended to provide annual green card cover, subject to the appropriate additional premium being paid. This **policy** will operate, with the exception of Breakdown Recovery, while the **insured vehicle** is in any of the territories to which that certificate applies for the period of that certificate.

This **policy** shall also apply but only in respect of liability which is compulsorily insurable in the country concerned while the **insured vehicle** is in any country which is a member of the European Union and any other country in respect of which the Commission of European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (No. 72/166/CEE).

IMPORTANT

Alterations to your Policy

If **you** change the **insured vehicle** **you** must provide **your insurance advisor** immediately with full details of the new vehicle. The **policy** will not operate unless **you** have a valid **certificate of motor insurance** or temporary cover note in respect of **your** new vehicle.

Other alterations

You must immediately inform **us** through **your insurance advisor** of any change in **your** circumstances that may affect this risk, such as:

Extensions to Your Policy (continued)

- change of occupation
- change of address
- change of additional driver(s)
- change of main user
- change of use
- any convictions
- any pending prosecutions
- any physical defects, heart conditions, diabetes, disabilities or infirmities
- any modifications or engine conversions to the insured vehicle
- any county court judgements incurred
- any motoring fixed penalty points on driving licence

If you are in any doubt whether a particular fact is material to this insurance you should disclose it/them. Failure to disclose all material information could result in this insurance being void from inception leaving you without insurance cover.

For all alterations we shall make a charge to cover the costs of administering the **policy**.

Conditions of Making a Claim

If you are involved in an accident:

- Always take the names and addresses of any other parties involved and full particulars of any Police Officer(s) at the scene.
- Accidents must be reported to the Police within 24 hours.
- Always stop in the event of an accident and give full particulars to any person having reasonable grounds for requiring them.
- Never admit liability under any circumstances.

Making a claim

1. When an accident, injury, loss or damage occurs **you** or **your** legal representative must:
 - Contact the claims registration line on 0800 678 999 and give us full details of **your** claim as soon as possible and in any case within 24 hours.
 - Forward to **us** any relevant letter, claim, writ or summons, immediately **you** receive it, without answering it.
 - Tell us immediately if **you** hear that there is to be a prosecution, Coroner's Inquest or Fatal Accident Inquiry in connection with any accident for which there may be liability under this **policy**
 - Not make any admission of liability, offer, repudiation or promise of payment without **our** written consent.
 - **We** will be entitled to take over and conduct in **your** name or in the name of any other person insured by this **policy**:
 - in defense or settlement of any claim
 - Legal proceedings to recover for **our** own benefit any payments made under this **policy**.

You or any other person insured by this **policy** must give us any assistance and information **we** may require.

2. Upon payment of the full **market value** or the sum advised to **us** as detailed in the **schedule**, the salvage (if any) shall become our property.
3. If, at any time **you** make a valid claim under this **policy**, there is another **policy** in force covering the liability, loss or damage **we** will pay only our share of the claim. This does not apply to injury to **you** or **your** wife or husband.
4. If the law of any country in which this **policy** operates obliges **us** to pay a claim which would not otherwise be in the scope of this **policy**, **we** may recover the amount from **you** or the person who incurred the liability.
5. If **we** have accepted a claim but there is a disagreement over the amount to be paid, the matter will be referred to an arbitrator. He or she will be appointed in accordance with current statutory provisions. Where any disagreement is so referred to arbitration proceedings, the making of an award will be a condition precedent to any right of action against **us**.

Conditions of Making a Claim (continued)

Payment of claims

6. **We** will decide whether to:

- Pay for the cost of repair to the **insured vehicle** or its accessories or spare parts
- Replace the **insured vehicle** or its accessories or spare parts damaged beyond economic repair or lost or stolen or
- Pay to **you** the amount of the loss or damage to the **insured vehicle** or its accessories or spare parts.

The most **we** will pay is:

- The **market value** of the **insured vehicle** or its accessories or spare parts

We will not pay for that proportion of repair or replacement that improves the **insured vehicle** beyond its condition before the loss or damage occurred.

7. In the event that any premium or credit charge is outstanding when a claim is payable, **we** reserve the right to deduct such outstanding sums from the claim.

Towing and delivery costs

8. **We** will pay the reasonable costs of protecting the **insured vehicle** and moving it to the nearest competent repairers for repair of damage covered under this **policy** (see Section 1 or Section 2). After repair **we** will pay the reasonable cost of delivery to **your** address in the United Kingdom.

Hire Purchase, leasing or similar agreements

9. If the **insured vehicle** belongs to someone else or is the subject of a hire purchase, leasing or similar agreement, **we** will normally make any payment for its loss or destruction to its legal owner.

Breakdown Cover

Welcome to Moorhouse Breakdown Recovery

To make sure **you** get the most from **your** cover, please take time to read the breakdown cover, which explains the contract between **us**. If **you** have any questions or would like more information please contact **us**. This line is controlled on behalf of Moorhouse Breakdown Recovery by DAS Legal Expenses Insurance Company Limited.

How can we help?

We are here to help **you** 24 hours a day, 365 days a year.

In the event of a breakdown, call **our** Motor Breakdown Recovery help line on **0800 032 5327** and provide the following information:

- **The policy holder's name**
- **the registration number of your vehicle**
- **the make, model and colour of your vehicle**
- **nature of the breakdown and location of your vehicle.**

A breakdown assistance operator will arrange for one of **our** approved repairers to come to **your** assistance as quickly as possible.

It is important that **you** contact **our** breakdown operation centre as soon as possible after the breakdown. **We** will not cover any call out charges and/or labour costs unless **we** have given **our** agreement.

Telephone calls are monitored and recorded as part of **our** training and quality assurance programmes.

Emergency Message Service

The operator will also forward a message to a member of **your** family, friend or work colleague if **you** would like them to do so.

Breakdown Entitlement

You have the right to call us out to provide breakdown assistance up to 6 times per annum. After your sixth call, your policy becomes void.

When we cannot help

Our approved repairers cannot work on **your** vehicle if it is unattended.

Breakdown Cover (continued)

Storage Charges

You will be responsible for any vehicle storage charges incurred when **you** are using **our** services.

Problems

We will always try to give a quality service. If **you** think **we** have let **you** down in any way, please write to **our** Managing Director at our Head Office and he will try to help.

DAS Legal Expenses Insurance Company Limited

DAS House

Quay Side

Temple Back

Bristol

BS1 6NH

Registered in England and Wales Company Number: 103274

Breakdown Cover - Definitions

THE MEANING OF WORDS IN THIS SECTION OF YOUR POLICY

Breakdowns

Mechanical or electrical failure, or accidental damage, or damage caused by vandalism, fire, theft or attempted theft, which renders **your vehicle** immobile.

Insured Person

You, and any passenger or driver who is in the **vehicle** with **your** permission at the time of the breakdown.

Period of Cover

The period for which **we** have agreed to cover **your vehicle** as shown on **your schedule of insurance**.

Territorial Limits

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

Vehicle

The **vehicle** declared to **us** including any caravan or trailer attached to this **vehicle** at the time of the breakdown. The **vehicle** must not have a carrying capacity in excess of 3.5 tonnes or be over 7 metres (23 feet) in length or over 2.3 metres (7 feet 6 inches) wide.

We, Us, Our

DAS Legal Expenses Insurance Company Limited.

You, Your

The person who has taken out this **policy**.

Breakdown Cover - Services Provided

SERVICES PROVIDED

You are entitled to use the Moorhouse Breakdown Recovery and Accident Assistance service 24 hours a day, 7 days a week during the **period of cover**. If the service **you** require is not provided for under these terms, **we** will try if **you** wish, to arrange it at **your** expense.

The terms of any such service are a matter for **you** and **your** supplier.

Emergency Roadside Repair

Following the **breakdown** of **your vehicle** within the **territorial limits**, **we** will pay the call out charge and up to 1 hour's labour costs for one of **our** approved repairers to attend the scene of the **breakdown** and where possible carry out emergency repairs.

The **breakdown** must occur at least one mile from your home address.

Vehicle Recovery

If **your vehicle** cannot be repaired at the scene of the **breakdown** within one hour, **we** will pay for the **vehicle** to be taken to one of **our** approved repairers or, if the **insured person** wishes, to their home address provided it is nearer.

Breakdown Cover - What is Not Covered

WHAT IS NOT COVERED

1. The **breakdown** of **your vehicle**:
 - Within the first 48 hours from the date of **your** application if cover commences at any time other than at inception or renewal of the insurance policy to which this cover is attached; or
 - If it has knowingly been driven in an unsafe or un-roadworthy condition; or
 - Which has resulted from lack of oil, fuel or water; or
 - Which occurs whilst **your vehicle** is being used for motor racing, trials or rallying or for hire or reward.
2. The cost of:
 - Spare or replacement parts, fluids or fuel or any other materials used in repairing **your vehicle**: or
 - Any other repairs carried out other than those carried out at the scene of the **breakdown**: or
 - Replacing a wheel if **your vehicle** does not have a serviceable spare wheel: or
 - Replacing broken windows or keys or finding missing keys: or
 - Ferry crossings, parking charges, fines or toll charges.
3. Any charges arising from an **insured person's** failure to comply with our instructions or **our** approved repairer's instructions in respect of the assistance being provided.
4. Any costs incurred before **you** have notified **us** of the **breakdown**.
5. The recovery of a trailer or caravan on tow unless it is less than 7.6 metres (25 feet) in length.
6. Any **vehicle**, which cannot be recovered by a standard trailer or transporter.
7. **Breakdown** caused by, contributed to by or arising from:
 - Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
 - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; or
 - War, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, military force or Coup; or
 - Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

Breakdown Cover - Conditions

CONDITIONS

1. An **insured person** must keep to the terms and conditions of this section of **your policy**.
2. The **vehicle** shall at all times during the **period of cover** be maintained in a roadworthy condition and regularly serviced.
3. We can cancel this section of **your policy** at any time and **we** will always do so if **you** have made more than 5 claims in the **period of cover**.
4. **You** can cancel this section of **your policy** at any time.
5. There will be no refund on cancellation of this section of **your policy** unless it is cancelled along with the main policy within 14 days of receipt.
6. **We** will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from breakdown of the service.
7. **We** will not be liable for any indirect loss, which resulted from the breakdown however it is caused.
8. **We** will not pay a claim covered under any other section of **your policy**, or any claim that would have been covered by another section of **your policy** if this section of **your policy** did not exist.

This section of **your policy** will be governed by English law.

Moorhouse Xbroker
Barclay House,
Pontygwindy Road,
Caerphilly,
CF83 2WJ

tel: 029 2080 8963
fax: 029 2080 8911