

# Highway Choice Commercial Vehicle

Policy Document

April 2006

**Important Notice:** It is important that **you** inform **your** broker/intermediary of any material changes to **your** details as soon as is reasonably possible. If **you** are unsure whether a change might be material, **you** should seek the advice of **your** broker/intermediary in any case. Please note **your** broker/intermediary may impose administration charges in addition to any changes of **your** premium resulting from the change in **your** details and **you** should consult them for further information on this.

## Claims First Notification Centre - 0870 242 3300

### Windscreen Damage Highway Glassline - 0870 420 8002

## Claims Procedures

The Insured must report any claim or incident to **our First Notification Centre (telephone 0870 2423300)** within 24 hours of the incident occurring and use **our** Recommended Repairer. If **we** assess that repairs may be possible to the vehicle, and that damage is covered under the policy, **we** will endeavour to do the following:

- Provide **you** with the direct telephone number of the dedicated section appointed to deal with **your** claim. This may be a Highway representative or one of **our** Recommended Repairer representatives.
- Arrange for **our** Recommended Repairer to contact the Insured within 1 working day to make arrangements for the repair to the vehicle, including arranging collection if it cannot be driven.
- Arrange for an emergency temporary repair to be completed so the Insured can drive the vehicle, if appropriate.
- Subject to availability of parts **we** will authorise repairs to be started within 2 days of receiving the inspection report from the Recommended Repairer, if the repair cost exceeds the Recommended Repairer's authority agreed by Highway. (No courtesy vehicle is available under this policy)
- Advise the Insured within 2 working days of receiving the inspection report from the Recommended Repairer, if it cannot be repaired for any reason.
- If the vehicle is declared a total-loss (damaged beyond economical repair) **we** will dispose of the salvage. The Insured will not be permitted to keep the salvage.

- Make a total-loss offer within three working days of **us** receiving all the documents that **we** request from the Insured.
- Send the Insured the settlement cheque within three working days of the settlement being agreed.
- In some instances, **we** may reduce or waive the **Excess**.

If **you** choose not to use **our** Recommended Repairer **you** will appreciate that **we** have no control over the speed or quality of the repair. Should **you** wish to use **your** own repairer **we** may require **you** to provide 2 damage estimates and a physical inspection of **your** damaged vehicle may be required which can take up to 10 working days to arrange.

## Windscreen Claims

Where the Insurance covers damage to the windscreen and damage occurs the Insured should phone Highway Glassline on 0870 420 8002 for repair or replacement. The current **Certificate of Insurance** should be available at the time of the call. If the windscreen can be repaired the **excess** will be waived.

Unless security or vision is impaired Highway will not pay any additional charges for work undertaken outside normal hours.



INVESTOR IN PEOPLE

Highway Insurance Company Limited is authorised and regulated by the Financial Services Authority

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# Important Information

Please read this **Policy**, the **Schedule** (including **Endorsements**) and the **Certificate of Motor Insurance** very carefully. Together with the information **you** gave **us** in the **Proposal Form** or **Statement of Fact**, and declarations that **you** have made, they form the **Contract of Motor Insurance**. **You** should pay particular attention to the **General Exclusions**, the **General Conditions** and any **Endorsements** which apply.

The words that appear in **bold** throughout this **Policy** are defined on pages four and five and have the same meaning wherever they appear.

Please tell **your Insurance Adviser** immediately if **you** have any questions, the cover does not meet **your** needs, or any part of **your** insurance documentation is incorrect.

## Data Protection Notice

It is important that **you** read this Data Protection Notice, or that someone explains it to **you**. The Notice must be shown to any party related to the insurance. It explains how **we** may use **your** details and tells **you** about the systems and registers that **we** and others have in place, which help **us** to detect and prevent fraudulent applications and claims. **You** must tell **us** about any incident (such as an accident, fire or theft) whether or not a claim is likely to result. When **you** tell **us** about such an incident, information relating to it will be passed to the registers. **We** may search these systems and registers when **you** apply for insurance, at renewal or in the event of an incident or claim, to validate **your** claims history or that of any other person or property likely to be involved in the **policy** or claim.

The information **you** give **us** will be used by Highway Insurance Holdings plc and **we** may also share this information with other organisations to inform **you** by letter, telephone or e-mail of other products which may be of interest to **you**. If **you** do not wish to receive any marketing literature please write to **our** Customer Care Department.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

## Motor Insurance Database

**Your** details will be added to the Motor Insurance Database (MID), run by the Motor Insurers Information Centre (MIIC). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing. The police may use the MID to find out whether a driver's use of a vehicle is covered by a motor insurance policy and for preventing and detecting 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 get relevant information.

People with a valid claim relating to a road traffic accident (including people who live in other countries) may also get relevant information from the MID. **You** can find out more about this at [www.miic.org.uk](http://www.miic.org.uk)

## Detecting and Preventing Fraud and Confirming Claims History

In order to keep premiums as low as possible for all **our** customers **we** participate in a number of industry initiatives to aid the prevention and detection of crime, especially fraud. This entails **our** adding details of all policies and claims to different systems and registers.

In order to detect and prevent insurance related fraud, **we** may do the following at any time:

- Share information about **you** with other companies within **our** group or those providing services to **us**.
- Check and/or file **your** details with fraud prevention agencies, systems and registers, and if **you** give **us** false or inaccurate information and/or **we** suspect fraud, **we** will record this.

**We** and other organisations may also use and search these agencies, systems and registers to:

- Help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household.
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies.
- Check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity.
- Undertake credit searches and additional fraud searches.

If **you** have any queries, or would like more information about this Notice, please write to the:

**Compliance Manager,  
Highway Insurance, 171 Kings Road,  
Brentwood, Essex, CM14 4EJ.**

E-mail: [customercare@highway-insurance.co.uk](mailto:customercare@highway-insurance.co.uk).

**You** may also write to the Office of the Information Commissioner at Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF. Telephone: 01625 524510.

E-mail: [mail@dataprotection.gov.uk](mailto:mail@dataprotection.gov.uk)

Subject to the provisions of the Data Protection Act 1998, **you** are entitled, on payment of a small fee, to receive a copy of the information **we** hold about **you**.

**We** can provide **you** with details of all the registers and databases **we** use and submit data to on request.

## How To Make A Complaint

**We** aim to provide **you** with a high standard of service, but in the event **you** are dissatisfied with the service **you** receive, **you** should in the first instance contact:-

**The Customer Care Department**

**Highway Insurance**

**Highway House 171 Kings Road**

**Brentwood Essex CM14 4EJ**

**Tel: 01277 266376 Fax: 01277 222055**

**Email: [customercare@highway-insurance.co.uk](mailto:customercare@highway-insurance.co.uk)**

**We** will acknowledge **your** enquiry, advising **you** of the person responsible for resolving the issue, usually within **5** working days. **You** will receive a written summary and **our** decision in the matter within four weeks. In the unlikely event that this takes longer than four weeks, **we** will write to **you** within that time, detailing the progress to date, and indicating the expected completion date.

If **you** remain dissatisfied with the outcome, the matter may be referred to the Highway Compliance Manager, at the address shown above, who will provide a final decision on behalf of **Highway Insurance**.

In the unlikely event **we** are unable to resolve the matter to **your** satisfaction, **you** may within 6 months of the date of **our** final response, refer **your** complaint to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: 020 7964 1000. Further details of the Financial Ombudsman Service are available upon request.

A complaint that can be resolved by close of business on the day after it's receipt, is not subject to these procedures, which are in accordance with the requirements of **our** regulator, the Financial Services Authority.

## Financial Services Compensation Scheme

**Highway Insurance** is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms. In the event **we** are unable to meet our liabilities to **you**, then **you** may seek compensation from the FSCS. Further information is available on the FSCS website <http://www.fscs.org.uk>

## Authorisation

**Highway Insurance Company Limited** is authorised and regulated by the Financial Services Authority. **We** are registered in England under registration number 3730662. **Our** registered address and head office is Highway House, 171 Kings Road, Brentwood, Essex, CM14 4EJ.



# Definition of Terms and Words

## Definitions

The following words or phrases have the same meaning wherever they appear and are shown in **bold** throughout this **Policy**.

**Certificate of Motor Insurance** - Legal evidence of **your** insurance. It is one part of the **Contract of Motor Insurance**. It shows the vehicles **we** are insuring, who may drive the **Insured Vehicle** (where 'any authorised driver' is stated, refer to the **Schedule** for restrictions), what it may be used for and the **Period of Insurance**.

**Contract of Motor Insurance** - The **Policy**, the **Schedule** (including **Endorsements**), the **Certificate of Motor Insurance**, the information **you** gave **us** in the **Proposal Form or Statement of Fact** and declarations that **you** have made, all form the **Contract of Motor Insurance**.

**Endorsements** - Something which alters **your** insurance cover. **Your** cover will be affected by any **Endorsement** that is shown on the **Schedule**. (Such **Endorsements** may add exclusions to the cover or require **you** to take action such as fitting approved security.) More than one **Endorsement** may apply. If **you** do not comply with any **Endorsements**, this **Contract of Motor Insurance** may no longer be valid and **we** may refuse to deal with any claim.

**Excess** - The amount **you** have to pay towards each claim **you** make under this **Contract of Motor Insurance**. There may be more than one **Excess**, part of which may be voluntary (where **you** have chosen to take an **excess** to receive a discount on **your** premium). The amount of the **Excess** is shown on the **Schedule**.

**General Conditions** - These describe **your** responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the **Contract of Motor Insurance** is cancelled.

**General Exclusions** - These describe the things that are not covered by the **Contract of Motor Insurance**. They are in addition to the exclusions shown under the headings 'What is not covered' in each of the Sections detailing the cover provided.

**Geographical Limits** - The **United Kingdom**. Section 5 explains the cover that applies when driving abroad.

**Highway Insurance** - The trading name of **Highway Insurance Company Limited**.

**Highway Insurance Company Limited** - An insurance company, owned by Highway Insurance Holdings Plc, and authorised by the Financial Services Authority.

**Insurance Adviser** - The person or company **you** purchased this insurance from.

**Insured Vehicle** - The vehicle(s) shown on the current **Schedule** and **Certificate of Motor Insurance**.

**Market Value** - The cost at the date of the accident or loss of replacing the **Insured Vehicle**, if possible, with one of a similar make, model, age, condition and mileage. **We** will usually ask an engineer to give **us** advice about the **Market Value** of the **Insured Vehicle**, referring to guides of vehicle values and any other relevant sources. **We** will not pay VAT or excise tax. In assessing the **Market Value**, **you** should consider the amount that could reasonably have been obtained for the **Insured Vehicle** if **you** had sold it immediately before the accident, loss or theft.

**Period of Insurance** - The length of time covered by this **Contract of Motor Insurance**, as shown on the current **Schedule** and **Certificate of Motor Insurance**.

**Policy** - This booklet, which sets out the details of cover and all the terms and conditions which apply. It is one part of the **Contract of Motor Insurance**.

**Proposal Form or Statement of Fact** - The documents filled in by **you**, or on **your** behalf

by an **Insurance Adviser**, or someone else, and all other information **you** gave and declarations made at the time the insurance was arranged and on which **we** have relied when agreeing to offer this **Contract of Motor Insurance**. If **you** do not give **us** full information at the start, and tell **us** about changes, this **Contract of Motor Insurance** may no longer be valid and **we** may refuse to deal with any claim.

**Schedule** - Forms part of the **Contract of Motor Insurance** and confirms details of **you**, the **Insured Vehicle(s)** and the cover which applies. It is one part of the **Contract of Motor Insurance**.

**Standard Accessories** - Accessories made available for the vehicle by the manufacturer as optional extras and for which a receipt must be provided. **Standard Accessories** do not include modifications to the **Insured Vehicle** or any other accessory fitted to it not provided by the vehicle manufacturer.

**United Kingdom** - England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands. It also includes travelling by sea, air or rail between these places.

**We, our, us** - **Highway Insurance Company Limited** trading as **Highway Insurance**.

**You, Your** - The person, company or trading name (including subsidiary companies) shown as the **Insured** on the **Schedule** and **Certificate of Motor Insurance**.



# Contract of Motor Insurance

## Commercial Vehicle

This **Policy**, the **Schedule**, the **Certificate of Motor Insurance**, information **you** gave **us** in the **Proposal Form or Statement of Fact** and declarations that **you** have made, form a legally binding **Contract of Motor Insurance** between **you** and **Highway Insurance Company Limited**, trading as **Highway Insurance**. This **Contract of Motor Insurance** is a contract personal to **you** and **you** cannot transfer it to anyone else.

**We** agree to insure **you** under the terms of this **Contract of Motor Insurance** against any liability, loss or damage that occurs within the **Geographical Limits** during the **Period of Insurance** for which **you** have paid, or agree to pay, the premium.

**You** must read this **Policy**, the **Schedule** and the **Certificate of Motor Insurance** together. The **Schedule** tells **you** which sections of the **Policy** apply and identifies any **Endorsements**. Please check all three documents carefully to make sure that they give **you** the cover **you** want and that **you** comply with all the relevant terms and conditions, including any **Endorsements**.

**You** must tell **your Insurance Advisor** of any changes likely to effect **your** insurance. **We** will make an administration charge if **you** change cover, drivers, **your** vehicle or request duplicate documents.

It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this **Policy** in favour of any third party.

Unless **we** have agreed otherwise with **you**, this insurance is governed by English Law.

## Your Cover

The current **Schedule** shows what **you** are covered for. The different kinds of cover are:

Comprehensive (shown as COMP) - Sections 1, 2, 3, 4, 5 and 6 apply.

Third Party Fire and Theft (shown as TPFT) - Sections 1, 2, 5 and 6 apply.

Third Party Only (shown as TPO) - Sections 1, 5 and 6 apply. Fire and Theft Only (shown as FTO) - Section 2 only.

## Use

This **Contract of Motor Insurance** only covers **you** if **you** use the **Insured Vehicle** in the way described in **your Certificate of Motor Insurance** (under 'Limitations as to Use') and any **Endorsements**.

## Additional Information – The following advice does not form part of the Contract of Motor Insurance

### Vehicle Crime - Learn How to Beat the Criminals

Most crime prevention methods are common sense:

- Never leave valuables on show
- Use good quality locks and security devices\*
- Always ensure **your** steering lock is on when **you** leave **your** vehicle and use a steering wheel lock\*
- Fit locking wheel nuts to **your** wheels
- Don't make life easier for thieves, always remove the keys from **your** vehicle and lock it when **you** leave it, even temporarily. Not to do so may invalidate **your** cover so lock it or lose it!
- Remove any entertainment equipment if **you** can
- Always park **your** vehicle in a secure location, in **your** own garage or a secure public garage if possible
- Always lock **your** vehicle and activate any alarm &/or immobiliser when **you** leave it

**You** can obtain further information from **your** local Crime Prevention Officer at **your** local Police station, or visit:  
<http://www.secureyourmotor.gov.uk/>

\* **We** recommend **you** install security devices such as steering wheel locks, alarms and immobilisers that are accredited by Thatcham Motor Insurance Repair and Research Centre. For further information visit:  
<http://www.thatcham.org/>

# Section 1

## Liability to Others: Third Party Cover

### What is covered

**We** will insure **you** against everything **you** legally have to pay to people who claim for damages, costs and expenses if they arise from a claim caused by an accident while **you** are driving, loading or unloading (directly from the **Insured Vehicle**), or in charge of the **Insured Vehicle**, if **you** kill or injure other people. **We** will also insure **you** for **your** legal liability for damage to their property (including any related indirect loss) up to £1,000,000 and for costs and expenses incurred up to £5,000,000 while the **Insured vehicle** is towing a trailer or any one vehicle, so long as the towing is allowed by law and the trailer or broken-down vehicle is attached properly to the **Insured Vehicle** by towing equipment made for this purpose.

### What is not covered

- Loss or damage to the **Insured Vehicle**, trailer or vehicle being towed.
- Any amount above £1,000,000 for damage to other people's property (including any related indirect loss) and any amount above £5,000,000 for costs and expenses incurred.
- Property or goods belonging to (or in the care of) **you** or **your** passengers, or being carried in or on any trailer or vehicle being towed.
- Death or injury to the person driving or in charge of the **Insured Vehicle** or to any person being carried in or on, or getting into or out of, or getting on to or off, a trailer or vehicle being towed.
- Loss or damage to any bridge, weighbridge, viaduct, road or other surface over which the vehicle is driven, or anything under the surface caused by the weight or vibration of the **Insured Vehicle** or its load
- Loss, damage or liability caused by pollution or contamination as a result of any load seeping from the **Insured Vehicle** or

any load spilling from, or shifting in, the **Insured Vehicle**.

- Legal liability when **you** are towing any caravan, trailer or broken-down vehicle for profit.
- Liability for death, injury or damage when the **Insured Vehicle** 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 **Insured Vehicle**.
- Liability for death, injury or damage resulting from using the **Insured vehicle**, or of machinery attached to it, as a tool of trade.
- Liability for death or injury to any employee of the person insured arising during the course of their employment.
- Any claim resulting from carrying, preparing, selling or supplying of any goods, food or drink from the **Insured Vehicle**
- Driving other cars extension. You are not covered under this **Policy** to drive any other vehicle.

### Insuring Others - What is covered

**We** will also insure the following people under this Section.

- Any person **you** allow to use the **Insured Vehicle** as long as **your** current **Certificate of Motor Insurance** says they can and they are not excluded from driving by an **Endorsement** shown on the **Schedule**.
- Any person (other than the person driving) being carried in, or getting onto or off, the **Insured Vehicle** or any person who causes an accident while they are traveling in, or getting in or out of, the **Insured Vehicle**.
- If anyone covered by the **Contract of Motor Insurance** dies, **we** will cover their legal representative to deal with any claims made against that person's estate.

## Insuring others - What is not covered

- Legal liability if **your** current **Certificate of Motor Insurance** does not cover the person using the **Insured Vehicle**, or if the person using the **Insured Vehicle** is excluded from driving or holding a valid licence, or using the **Insured Vehicle** as a result of the **General Exclusions, General Conditions** and any **Endorsements**.

## Costs of Legal Representation - What is covered

If **we** agree in writing first, **we** may pay for the following legal fees if they arise from a claim caused by an accident that is covered under this **Contract of Motor Insurance**.

- The solicitor's fee for representing anyone **we** insure at a court of summary jurisdiction, fatal accident enquiry or coroner's inquest.
- The reasonable costs of legal services **we** arrange for defending an Insured Person against a charge of manslaughter or causing death by dangerous driving.
- **We** may, at any time, stop paying the legal costs.

## Costs of Legal Representation - What is not covered

- Any costs which have not first been agreed in writing by **us** or arising from a claim caused by an accident which is not covered under this **Contract of Motor Insurance**.
- Any costs where **we** have chosen to stop payments or arising from a claim which is not covered as a result of the **General Exclusions, General Conditions** and **Endorsements**.

## Emergency Medical Treatment - What is covered

**We** will pay for emergency medical treatment after an accident involving the **Insured Vehicle**. **We** must, by law, provide this cover if it is the only payment **we** make under this **Contract of Motor Insurance**, **your** No Claims Discount will not be affected.

By law, the person who owns the Vehicle must pay the cost of emergency treatment. The bill should be sent to **us** immediately after telling **our** Claims Notification Centre on 0870 2423300.

## Emergency Medical Treatment - What is not covered

- Any amount that is more than the compulsory fee.

# Section 2

## Fire and Theft

### What is covered

We will cover **you** for loss or damage to the **Insured Vehicle** that is caused by fire, lightning, explosion, theft or attempted theft. This includes **standard accessories** on it. We will also pay for loss or damage to the **Insured Vehicle's** fitted entertainment equipment up to the limit stated on the **Schedule**.

### What is not covered

- Any vehicle which is not the **Insured Vehicle** and any loss or damage if **you** do not have cover under this section.
- Wear and tear, mechanical, electrical, electronic and computer failure, breakdowns or breakages.
- Compensation for **you** not being able to use the **Insured Vehicle**, any delay where **we** have to get new parts or accessories if they are unavailable, or the value of the **Insured Vehicle** reducing for any reason.
- Any other indirect loss.
- Any extra parts or **standard accessories** permanently fitted to the **Insured Vehicle** beyond the amount **you** have insured the **Insured Vehicle** for.
- Loss or damage if **you** have not taken reasonable care to protect the **Insured Vehicle** (see 'Care of the Vehicle' under the **General Conditions**), or if it has been left unlocked or with the keys in it or attached to it.
- Loss or damage from repossession of the **Insured Vehicle** and returning it to its rightful owner.
- Loss or damage from any agreement or proposed transaction for selling or hiring the **Insured Vehicle** or someone taking the **Insured Vehicle** by fraud, trickery or deception or attempting to purchase for the **Insured Vehicle** by fraudulent means.
- Loss or damage arising from the **Insured Vehicle** being taken or driven by a person who is not an insured driver but is a member of the policyholder's family or household, or being taken or driven by an employee or ex-employee.
- Loss or damage resulting from using the **Insured Vehicle**, or of machinery attached to it, as a tool of trade.
- Loss or damage caused deliberately by **you** or any person driving the **Insured Vehicle** with **your** permission.
- Any additional damage resulting from the **Insured Vehicle** being moved by **you** after an accident, fire or theft.
- Any storage charges unless **you** tell **us** about them and **we** agree in writing to pay for them.
- Tools of trade, personal belongings, documents or goods.
- Any amount above the limit stated on the **Schedule** for fitted entertainment equipment.
- Keys, remote control or security devices (whether lost or stolen).
- Tapes, cassettes, compact and mini discs, Citizens-Band radios, phones or phone equipment.
- Any loss or damage up to the amount of the **Excess** that appears on **your Schedule**.
- Any loss for theft or attempted theft where the vehicle has been left unlocked and/or the ignition key or other ignition control device is left in, on or in the immediate proximity of the vehicle.
- Any satellite navigation equipment or accessories, whether permanently fitted or not, that are not **Standard Accessories**.

## Section 3

### Accidental Damage (excluding fire and theft)

#### What is covered

**We** will cover **you** for loss or damage to the **Insured Vehicle**. This includes **standard accessories** on it. **We** will also pay for loss or damage to the **Insured Vehicle's** fitted entertainment equipment up to the limit stated on the **Schedule**.

#### What is not covered

Any loss or damage described in 'what is not covered' under the Fire and Theft section of this **policy**. **We** also do not cover the following:

- Damage to tyres caused by wear and tear, braking, punctures, cuts or bursts.
- Damage caused by frost, unless **you** have taken reasonable care to stop the damage happening and have followed the manufacturer's instructions to avoid liquid freezing in **your** vehicle.
- Loss or damage arising from the **Insured Vehicle** being filled with the wrong fuel.
- Any satellite navigation equipment or accessories, whether permanently fitted or not, that are not **Standard Accessories**.

Please note there is no provision for a courtesy vehicle to be provided during repairs or following the loss of the **Insured Vehicle**, even if you have Comprehensive cover.

# Section 4

## Windscreen and Windows

### What is covered

**We** will pay for damage to the **Insured Vehicle's** windscreen or windows. If this is the only damage **you** are claiming for, **your** No Claims Discount will not be affected.

The **Schedule** shows the maximum amount **we** will pay:

- In any one **Period of Insurance** if the windscreen or window is replaced or repaired by Highway Glassline (Phone 0870 420 8002); or
- In any one **Period of Insurance** if any other supplier carries out the repair or replacement.

### What is not covered

- Any loss or damage if **you** do not have cover under this Section.
- Damaged sunroofs, roof panels including damage to any part of a convertible hood, lights or reflectors, even if they are made of glass.
- The **Excess**, unless **you** have **your** windscreen or window repaired rather than replaced. (The **Excess** must be paid direct to the repair or replacement company if **your** windscreen or other windows are replaced, rather than repaired).
- Extra costs for the work to be carried out outside normal hours, unless the windscreen is shattered or the driver's vision or the security of the **Insured Vehicle** is affected.

# Section 5

## Driving Abroad

### Minimum Insurance - What is covered

We provide the minimum cover that applies to the country concerned to allow **you** to use the **Insured Vehicle** covered by this insurance in:

- Any country which is a member of the European Union;

And

- Any other country which has agreed to follow European Union Directives on compulsory motor insurance and is approved by the Commission of the European Union.

The minimum cover automatically provided by this **Contract of Motor Insurance** may vary from country to country.

### Minimum Insurance - What is not covered

- Damage to the **Insured Vehicle**
- Customs and Excise duty

### Cover in addition to Minimum Insurance – What is covered

We will extend **your** cover to apply to:

- Any country which is a member of the European Union and
- Any other country which has agreed to follow European Directives and is approved by the Commission of the European Union
- The **Insured Vehicle** whilst it is being transported by rail, sea or air between countries, which **you** have cover for. If **you** are travelling by sea, it must be by a recognised sea route and the journey should not take longer than 65 hours.

For up to a quarter of the **Period of Insurance** as long as:

- the **Insured Vehicle** is taxed and registered in the UK, and
- **Your** main and permanent home is in the UK and **your** visit abroad is only temporary.

### Cover in addition to Minimum Insurance – What is not covered

- Customs or Excise duties
- Use for more than a quarter of the **Period of Insurance**.
- Loss or damage in any Country which is not a member of the European Union or a Country that has agreed to follow European Union Directives and is approved by the Commission of the European Union.
- The **Insured Vehicle**, unless it is being used for purposes described in the **Certificate of Motor Insurance**.
- Any additional accommodation or travel costs or expenses incurred

**General Advice when travelling abroad** - The following advice does not form part of **your Contract of Motor Insurance**.

- Do take out adequate travel, breakdown and recovery insurance to cover all eventualities, even on a short trip.
- Do not sign an Agreed Statement of Facts form unless **you** fully understand and agree with its contents. In some countries they are binding agreements of the circumstances of an incident.

## Section 6

### No Claims Discount

If this is a yearly contract, and **you** do not claim under this insurance and **you** have not been involved in an accident which has or may result in a claim against **you**, **we** will give a discount from **your** renewal premium.

If the insurance covers more than one vehicle, the No Claims Discount will apply separately for each vehicle.

**You** cannot transfer **your** No Claims Discount to anyone else.

**We** will reduce or remove **your** No Claims Discount if **we** make any payment whatsoever, even if the accident is not **your** fault, unless **we** get the money back from someone else. **We** may withhold the No Claims Discount in full or part if there are any claims that have not been settled. If **we** recover all **our** money, or **we** have good reason to believe a third-party claim would be unsuccessful, the No Claims Discount would apply again.

If **you** have a protected No Claims Discount (shown on the **Schedule**) **we** will not reduce the Discount if **you** do not claim more than twice during five continuous periods of insurance. The protected No Claims Discount only applies while **you** are insured by **us** and cannot be transferred to another insurer. Premiums in future years may still be increased according to the claims history.

# Claims Handling

**We** aim to provide **you** the best claims service that **we** can. If **you** use the services **we** have put in place to achieve this, **we** can provide a better service than when the claim is outside **our** control. The standards **we** would generally hope to achieve for **our** comprehensive policyholders are set out at the front of this **Policy**.

## Advice

There are some important points that **you** should be aware of if **you** are involved in an accident or **your** vehicle is stolen.

## Accident

**You** must STOP at the scene of the accident, do not drive away until **you** have exchanged details with the other party involved

Give **your** name, address and insurance details.

Get the name, address, phone number, vehicle registration and any other information **you** can from the other driver or drivers, passengers, witnesses and any attending police officer.

Note the exact location and any relevant road signs or markings.

If there is an injury and **you** did not give **your** details at the scene, report the incident to the police within 24 hours.

## Theft

Report the theft to the police immediately and take a note of the officer's name, number constabulary and crime reference number.

If **you** know where the vehicle is after its theft, make sure that it is safe and secure.

After an accident or theft, ring **our** First Notification Centre on 0870 2423300 as soon as possible.

## Windscreen Damage - Ring 0870 420 8002 (See Section 4)

Contact Highway Glassline (0870 4208002) as soon as possible after the **Insured Vehicle's** windscreen is damaged.

Some windscreen damage can be repaired. If so, no windscreen **Excess** will apply.

## Handling your claim

(See Sections 2 and 3)

### We will do the following:

- Get an agent to take the **Insured Vehicle** to the nearest Recommended Repairer or another safe place if **you** cannot drive it.
- Refer **you** to a Recommended Repairer. **You** can take the vehicle to them or they will collect it and return it to **you** after an estimate has been prepared.
- Send the vehicle to a Recommended Repairer if **we** disagree with the estimate for repairing it provided by a non-approved repairer.
- Treat the **Insured Vehicle** as stolen if it has not been recovered within 30 working days after **you** reported the theft to **our** First Notification Centre. It must still be missing when **we** pay **your** claim.
- Deal with the claim in any way **we** think appropriate.
- Take over, defend or settle any claims in **your** name, or that of any other person insured.
- Take action (which **we** will pay for) in **your** name, or that of any other person insured, to get back any money **we** have paid.
- Have **your** vehicle examined by **our** own or **our** appointed engineer



Please note there is no provision for a courtesy vehicle to be provided during repairs or following the loss of the **Insured Vehicle**, even if **you** have Comprehensive cover.

### You should do the following:

- Send **us**, unanswered, every letter **you** receive about a claim as soon as possible.
- Tell **us**, as soon as **you** know, about any prosecution, coroner's inquest or fatal accident injury.
- Not admit liability or negotiate a settlement without **our** written permission.
- Get **our** permission before ordering any new part or accessory, and before paying for any transport outside the **United Kingdom**.
- Tell **us** straightaway if the **Insured Vehicle** is stolen and **you** later get it back, or discover where it is.
- Send **us** the **Certificate of Motor Insurance**, the Vehicle Registration document and Department of Transport Test (MOT) Certificate if the **Insured Vehicle** needs one, keys and any other documents **we** ask for before **we** pay **your** claim.
- Give any information, help and co-operation **we** need, including going to court if necessary.

### Paying your claim

(See Sections 2, 3 and 4)

### We will do the following:

- Pay the reasonable cost of protecting the **Insured Vehicle**.
- Pay the reasonable cost for the **Insured Vehicle** to be brought back to the address shown on the **Schedule**. (**We** will not pay the cost of any transport outside the **United Kingdom** unless **we** agree to do so first.)

- Pay to:
  - repair the damage. **We** may decide to use suitable parts or accessories which are not supplied by the original manufacturer
  - or give **you** an amount to replace the lost or damaged vehicle or item; or
- Pay one of the following, whichever is the lesser amount.
  - The **Market Value** of the vehicle less the **Excess** just before the loss or damage happened.
  - The amount which **you** insured the vehicle for less the **Excess**.
  - The cost of repairing **your** vehicle less the **Excess**.
  - Pay the cost shown in the manufacturer's price list and the reasonable cost of fitting if any lost or damaged part or accessory is no longer available.
  - Not pay the whole cost of any repair or replacement that leaves the vehicle in a better condition than before the loss or damage (**you** will pay part of the cost of the repair or replacement).
  - Not refund any premium if the **Insured Vehicle** is written off or there is any claim. Once **you** accept **our** offer or **we** have paid the claim (or both) the **Insured Vehicle** becomes **our** property.
  - Settle the claim to the legal owner if the **Insured Vehicle** is part of a hire-purchase or leasing agreement, or belongs to someone else.

### You should do the following:

- Pay any **Excess** direct to the repairer when **you** collect **your** vehicle.

- Pay the VAT direct to the repairer when **you** collect **your** vehicle if **you** are registered for VAT.
- Reimburse **Us** any amount paid to any repairer in respect of a claim under the **Contract of Motor Insurance** in relation to the VAT element of the total cost, if **you** are registered for VAT.

## Fraudulent, False And Exaggerated Claims

Fraudulent, false and exaggerated claims increase premiums for **our** policyholders. **We** will not pay a claim which is in any part fraudulent, false or exaggerated, or if **you**, or anyone acting for **you**, makes a claim in a fraudulent or false way, or where **we** have been given any documents which are false or stolen. **We** will also seek to recover any costs that **we** have incurred. In such circumstances, **we** will cancel **your policy** and **we** will not return any premium.



# General Exclusions

These **General Exclusions** apply to the whole of this **Contract of Motor Insurance** and describe the things which are not covered. These apply as well as the exclusions shown under 'What is not covered' in each of the Sections detailing the cover provided.

This **Contract of Motor Insurance** does not cover claims arising from any of the following.

- 1 Any accident, injury, loss or damage that happens while the **Insured Vehicle** is being:
  - used for a purpose which it is not insured for;
  - driven or in the charge of anyone who is not described in the **Certificate of Motor Insurance** as a person entitled to drive or who is excluded from driving by any **Endorsements** or covered by another insurance;
  - driven or in the charge of anyone who does not have a valid driving licence or who is disqualified from driving, who has not held a driving licence or who is prevented by law from holding one;
  - Driven or in the charge of anyone who does not meet the terms and conditions of their driving licence as required by DVLA / DVLNI rules and regulations and any relevant law.
  - Driven or in the charge of anyone who does not meet all the conditions described in the **Endorsements** on **your Schedule** and all the **General Conditions** in this **Policy**.
  - kept or used in an unsafe or unroadworthy condition. (**You** may be asked to provide details to show the **Insured Vehicle** was regularly maintained and kept in good condition);
  - kept or used without a current Department of Transport Test (MoT) certificate if one is needed;
  - kept or used in any way that breaks any Security requirements imposed by an **Endorsement**;
- used to carry passengers or goods in a way likely to affect the safe driving and control of the vehicle; or
- used for carrying dangerous loads; or
- used in or on restricted areas of airports, airfields or military bases.
- 2 Any liability that **you** have agreed to accept unless **you** would have had that liability anyway.
- 3 Anyone who does not meet all the conditions described in the **Endorsements** on **your Schedule** and all the **General Conditions** in this **Policy** and any other condition of this **Policy**.
- 4 Any use connected with the motor trade, unless this use is described in the **Certificate of Motor Insurance** (under Limitations as to Use).
- 5 Hiring out the **Insured Vehicle** for money.
- 6 Racing of any description or being used in any contest, competition, rally or speed trial (apart from treasure hunts).
- 7 The **Insured Vehicle** being used on any form of race track or off-road activity.
- 8 Any accident, injury, loss or damage caused directly or indirectly by:
  - war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, revolution, act of terrorism, riot or similar event;
  - earthquake;
  - ionising radiation or radioactive contamination from nuclear fuel, or nuclear waste, or any risk from nuclear combustion or equipment;
  - pressure waves caused by aircraft and other flying objects; or
  - carrying any dangerous substances or goods.

- 9 Any liability, loss or damage caused by explosion, sparks or ashes from the **Insured Vehicle**, or from any trailer or machinery attached to, or detached from, it.
- 10 Any liability, loss or damage that happens outside the **United Kingdom** (apart from the cover detailed in Section 5 - Driving Abroad).
- 11 Any proceedings brought against **you** outside the **United Kingdom**, unless they result from using the **Insured Vehicle** in a country which **we** have agreed to extend this insurance to cover (see Additional Cover under Section 5 - Driving Abroad).
- 12 Any liability, injury, loss or damage resulting from anything sold, transported or supplied by **you** or on **your** behalf.
- 13 Any liability, injury, loss or damage caused directly or indirectly by:
  - pollution; or
  - contamination;  
unless the pollution or contamination is directly caused by one incident at a specific time and place during the **Period of Insurance** and is:
    - sudden;
    - identifiable;
    - not deliberate; and
    - unexpected.

**We** will consider the pollution to have happened at the time the incident took place.



# General Conditions

The following **General Conditions** apply to the whole of this **Contract of Motor Insurance**. These describe **your** responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the **Contract of Motor Insurance** is cancelled. If **you** do not meet the terms and conditions of this **Contract of Motor Insurance**, it could make the cover invalid or mean **we** will refuse to pay **your** claim.

## Keeping to the Policy Terms

**Your** premium is based on the information **you** gave **us** when **your** cover started and when **you** renew it. If **your** circumstances change, **you** must tell **us** as soon as possible. If **you** are not sure whether **you** need to tell **us** about certain facts, **you** should give **us** the information anyway, or contact **your Insurance Adviser** for advice. **You** should keep a record of the information **you** give in relation to this **Contract of Motor Insurance**. If **you** did not or do not give full and accurate information, this **Contract of Motor Insurance** may be invalid and **we** may refuse to deal with any claim **you** might make.

This insurance will only apply if:

- the person claiming has kept to all the terms and conditions of this **Contract of Motor Insurance**; and
- all the information **you** have supplied upon which the **Contract of Motor Insurance** is based is correct and complete to the best of **your** knowledge and belief.

## Motor Insurance database (MID)

It is a condition of this **Contract of Motor Insurance** that **you** supply such details, as are required by law, for entry on the MID.

## Right of recovery

If the law of any country which this **Contract of Motor Insurance** covers requires **us** to make payments which, but for that law, **we** would not otherwise have paid, **you** must repay the amount to **us**.

If any claims or other monies are paid to **you** by mistake for any reason, or a claim has been paid which **we** later find to be fraudulent, false or exaggerated, **you** must repay the amount paid to **us**.

If **we** have refunded any premium following cancellation, **we** can take any money **you** owe **us** from any payment **we** make.

## Care of the Vehicle

The **Insured Vehicle** must be covered by a valid Department of Transport Test (MoT) Certificate if **you** need one by law.

**You** must take all reasonable precautions to avoid loss of or damage to the **Insured Vehicle**. For example, **you** should remove it to a safe place as soon as possible if it breaks down. **You** should also take all reasonable care of the keys to the **Insured Vehicle** to prevent them being lost or stolen.

**You** must always take the keys out of the ignition and remove them completely when the **Insured Vehicle** is left at any time whatsoever (regardless of whether the vehicle is still within **your** sight) and make sure that **you** do not leave belongings on display. **You** should close all the windows and sun-roofs and lock all the doors. Alarms, immobilisers and tracking devices should be turned on when fitted. **Endorsements** may apply to **your** cover, setting out other requirements relating to immobilisers, alarms and tracking devices. In these cases, **we** will need to see evidence that an approved alarm, immobiliser or tracking device has been fitted. These devices must always be on and working whenever the **Insured Vehicle** is left.

If **you** do not take reasonable care of the **Insured Vehicle** and meet any security requirements, this **Contract of Motor Insurance** may no longer be valid and **we** may not pay any claim.

**You** or any other person covered by this insurance must do the following:

- Protect the **Insured Vehicle** from loss or damage.
- Keep the **Insured Vehicle** in an efficient and roadworthy condition. (**You** may be asked to provide details to show the **Insured Vehicle** was regularly maintained and kept in good condition.)
- Not move or drive the **Insured Vehicle** in a way likely to affect safe driving or control or in a way which could cause loss or damage to it.
- Not move or drive the **Insured Vehicle** after an accident, fire or theft if to do so may cause additional damage.
- Allow **us** to examine the **Insured Vehicle** at any reasonable time.

## Cancelling your Policy

**You** may cancel this **Contract of Motor Insurance** at any time by telling **us**, or **your Insurance Adviser**, in writing and sending **us your Certificate of Motor Insurance**. If **you** or someone else has not made a claim in the current **Period of Insurance**, **we** will refund part of **your** premium using the chart below. When **we** work out the time **you** have been covered, **we** use the period from the date the insurance started to the date **we** receive **your Certificate of Motor Insurance**.

Length of time <b>you</b> have had cover for	How much of the annual premium <b>we</b> will refund
up to 7 days	85%
up to 14 days	80%
up to 1 month	75%

up to 2 months	60%
up to 3 months	50%
up to 4 months	35%
up to 6 months	25%
up to 8 months	10%
over 8 months	0%

These rates apply to yearly policies and will vary for policies of a shorter period.

**We** will not refund any of **your** premium if the **Contract of Motor Insurance** is cancelled following a claim whether settled or not.

**We**, or **our** authorised agent, may cancel this **Contract of Motor Insurance** by giving **you** seven days notice in writing to **your** last known address. **We** do not have to give any reason for cancelling this contract. If **we** do this, **we** will refund part of **your** premium for the **Period of Insurance** left after the cancellation date, as long as **you** or someone else has not made a claim under this **Contract of Motor Insurance**.

If **we**, or **our** authorised agent, cancel this **Contract of Motor Insurance** because **you** have not paid the premiums on time, **we** will not refund any part of the premium **you** have already paid. **We** will work out any premium **you** owe **us** by charging **you** for the time **you** have been covered by this **Contract of Motor Insurance** using the chart above.

In all cases, **you** must return the **Certificate of Motor Insurance** to **us** as soon as **you** receive notice of cancellation. **We** will not pay any refund until **we** receive the **Certificate of Motor Insurance**, or if **you** or someone else has made a claim under this **Contract of Motor Insurance**.

If **you** produce a cancelled **Certificate of Motor Insurance** to any person with the intention of deceiving that person into accepting it as genuine, **you** may be prosecuted.



## Cooling-off Cancellation Condition

We hope **you** are happy with the cover this **Policy** provides. However, **you** have the right to cancel it within 14 days of receiving the **Policy**, without giving any reason. To cancel using this 'cooling-off' period you must return any **Certificate of Motor Insurance** or temporary cover note relating to this **Contract of Motor Insurance**, with a letter requesting cancellation. If **you** do cancel in the first 14 days using the 'cooling-off' cancellation condition, **we** will charge **you** pro rata, subject to a minimum fee of £25 + Insurance Premium Tax, for the cover provided from the beginning of the contract until the **policy** is cancelled.

A refund of premium will not be made where the **Policy** has been accepted by **you**. This can be where **you** have requested a claim to be paid.

**You** may cancel this insurance outside of the 14-day period; details of the procedure and refund calculation method are above. If **you** cancel **your** policy following a claim there will be no refund of premium.

## Other Insurance

If **you** claim for anything that is covered by another insurance, **we** will only pay any amount **you** cannot get back from the other insurance up to the limits of this **Contract of Motor Insurance**.

## Paying by Instalments

If **you** pay **your** premium by instalments, **you** must pay them on time. If any instalment is late, **we** will ask **you** to immediately pay all the premium **you** owe even if **you** have separate credit arrangements with **your** Insurance Adviser. If **you** do not do this within seven days of writing to **you**, **we** will cancel the **Contract of Motor Insurance**. **You** must then send **us** the **Certificate of Motor Insurance**. As long as there has been no

claim, **we** will refund any premium that covers the remaining **Period of Insurance** (see chart under Cancelling **your Policy**). **We** will work out the refund from the date **we** receive the returned **Certificate of Motor Insurance**. **We** will not give **you** any proof of any No Claims Discount unless **you** have paid all the instalments. The **Policy** will not be reinstated when **you** pay the premium.

If **we** need to charge an additional premium because of changes to **your Contract of Motor Insurance**, **we** will usually collect this by adjusting the rest of **your** instalments. However, if **we** need to charge an extra premium near the end of the **Period of Insurance**, or after **you** have paid all the instalments, **you** must pay the extra premium straightaway.

If a change results in **us** refunding the premium, **we** will pay this by adjusting the instalments that are left. However, **we** may decide to make any refund through **your Insurance Adviser**.

If there is a claim under this **Contract of Motor Insurance**, or it has been cancelled, **we** can:

- get back any money **you** owe **us**;
- take off any money **you** owe **us** when **we** pay **your** claim; and
- ask **you** to pay **us** back any money **we** have already paid.

If **we** declare the **Insured Vehicle** a total loss (write off), **you** must pay whatever **you** owe **us** before **we** will pay **your** claim, or **we** may take what **you** owe **us** from anything **we** pay **you**.

**You** must tell **our** Claims Notification Centre personally about every accident or loss **you** are involved in, even if **you** are not at fault and do not intend to make a claim.

All phone calls relating to claims may be tape recorded and used for quality control, training and fraud-prevention purposes.

Claims First Notification Centre - 0870 242 3300  
Windscreen Damage Highway Glassline - 0870 420 8002

**[www.highway-insurance.co.uk](http://www.highway-insurance.co.uk)**

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