

Policy Document

Commercial Vehicle

Arranged by
premierline direct
THE BUSINESS insurance SPECIALISTS

A company of **Allianz** 

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Cover under Section CV8 will only apply if indicated on Your Schedule.

Introduction

Thank you for choosing Premierline Direct as your insurance intermediary. Your Policy documents are enclosed - please read them carefully and let Premierline Direct know immediately if the insurance does not meet Your requirements.

At the beginning of each Section in Your Policy You will see a summary in bold text (which is not part of the Policy cover) where We explain the contents of that Section's cover - this is followed by the Policy wording in full. We hope that this will help You to understand Your cover, but if You do have any questions please contact the Premierline Direct Customer Helpline on **0845 330 1800**.

Other useful contact information including the Claims Line number can be found on page 4.

The Contracts of Insurance and the Underwriters

Allianz Insurance plc is a general insurance company registered in England, number 84638. Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom. Allianz Insurance plc is a member of the Association of British Insurers and the Financial Ombudsman Service. Authorised by the Financial Services Authority, authorisation number 121849. This can be checked by visiting the FSA website at www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Section CV8 - Uninsured Loss Recovery, is underwritten by Inter Partner Assistance and administered by ARC Legal Assistance Ltd, Lodge House, Lodge Lane, Langham, Colchester CO4 5NE. UK.

Your Policy comprises legally binding contracts of insurance between You and Allianz Insurance and between You and Inter Partner Assistance and provides security against liability, loss or damage. The Policy is valid for the time shown on Your Schedule provided Premierline Direct have accepted Your application and You have paid the premium. Your cover is based on information that You have provided and if this information was inaccurate or incomplete Your Policy may not be valid. You must tell Premierline Direct beforehand if You wish to change a Vehicle or the insured drivers. The Policy is valid for Claims or Accidents occurring in countries within the Geographical Limits or in transit between these places.

Signed on behalf of Allianz



Andrew Torrance
Chief Executive

Authorised by Inter Partner Assistance (SA)

Claims Services

To Make a Claim - telephone 0845 600 0676

Phone the Claims Line immediately if You think You may have a claim with as much information as possible and We will tell You what to do next. We may forward to You a claim form for You to complete and sign. This should be returned to Allianz Insurance.

Please also refer to:

- Policy Condition 3 - Claims, which details Your obligations and Our rights in the event of a Claim.
- The Section headed "In The Event of an Accident" at the back of this booklet which provides useful additional information.

Damaged Windscreen - telephone 0800 083 1283

Phone the Premierline Direct Glass Line if You think You may have a Claim for breakage of glass in the windscreen or windows of Your Vehicle.

Uninsured Loss Recovery and Personal Injury Claims (Policy Section CV8)

If You require assistance in recovering uninsured losses or compensation for a personal injury claim You must telephone the Claims Services number immediately.

We will only cover You under this Section if You appoint Irwin Mitchell Solicitors who We will instruct for You. If court proceedings are issued then You may nominate Your own solicitor, subject to Our approval. Please refer to the Claims Condition detailed in Section CV8 - Uninsured Loss Recovery for further information.

Helplines

Premierline Direct Customer Helpline - telephone 0845 330 1800

Please phone the Customer Helpline if:

- You would like a quotation for additional covers.
- Your Policy details are incorrect.
- Your address is incorrect on the accompanying letter.
- Your details change i.e. change of address or bank account.
- You lose Your documents.

Legal Advice Helpline - telephone 0870 900 2174

Phone the Legal Advice Helpline for confidential advice on general motoring legal problems, 24 hours a day, 365 days a year.

As long as Your Policy remains in force this service may be used as often as necessary and the advice is free of charge.

Complaints Procedure

Our aim is to get it right, first time, every time. If We make a mistake We will try to put it right promptly. We will always confirm to You the receipt of Your complaint within five working days and do Our best to resolve the problem within four weeks. If We cannot, We will let You know when an answer may be expected. If We have not sorted out the situation within eight weeks We will provide You with information about the Financial Ombudsman Service.

Should you wish to make a complaint, then it should be directed to the appropriate one of the following:

Section CV8 of the Policy – Uninsured Loss Recovery

Claims Director, Arc Legal Assistance Ltd, Lodge House, Lodge Lane, Langham, Colchester CO4 5NE.

All other sections of the Policy:

Customer Satisfaction Manager, Allianz, PO Box 4115, 3rd Floor, One Piccadilly Gardens, Manchester M60 3YF.

Any aspect of the Premierline Direct service:

The Operations Director, Premierline Direct, PO Box 640, Lancaster LA1 5XH. Telephone Number 01524 597916. Fax Number 01524 67456.

Using Our complaints procedure or referral to the Financial Ombudsman Service does not affect Your legal rights.

Data protection

Your information will be used for general insurance administration purposes, for offering renewal and for research and statistical purposes, and also may be shared with associated companies. The information may be used to keep You informed about products and services that may be of interest. Allianz Insurance or Inter Partner Assistance or Arc Legal Assistance may pass information about You to companies, including agents and service providers. These companies may be located in countries outside the European Economic Area. Your personal information will at all times be held securely and handled with the utmost care in accordance with all principles of the UK law. Allianz Insurance or Inter Partner Assistance or Arc Legal Assistance may also share Your information with other insurance bodies in line with industry practice.

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

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

You can find out more from Your insurer, or at www.miic.org.uk

Financial Services Compensation Scheme (FSCS)

You may be entitled to compensation from the FSCS if Allianz Insurance or Inter Partner Assistance or Arc Legal Assistance are unable to meet Our liabilities. For compulsory insurance You may be entitled to compensation up to 100% of the claim. For all other types of insurance You may be entitled to compensation of up to £2,000 for the first part of the claim and

90% of the remainder of the claim. Further information about compensation scheme arrangements is available from the FSCS at www.fscs.or.uk or by phone on 020 7892 7300.

Definitions

Wherever the following words or expressions appear in this Policy document they will always have the meanings described below except where a different meaning is given in an individual section.

Company/We/Us/Our/Underwriters

Allianz - Other than Section CV8.
Inter Partner Assistance - Section CV8.

Premierline Direct

Premierline Direct is a trading name of Premierline Direct Limited and is an insurance intermediary. Registered office: Caton Road, Lancaster LA1 3PE, UK.

Allianz

The underwriters of Your Premierline Direct Policy, other than Section CV8 (Uninsured Loss Recovery).

Inter Partner Assistance

The underwriters of Your Uninsured Loss Recovery Cover - Section CV8.

Arc

Arc Legal Assistance Ltd who administer the insurance under Section CV8 - Uninsured Loss Recovery on behalf of Inter Partner Assistance.

You/Your

The person(s) or company shown in the Schedule as the Policyholder.

Your Vehicle/The Vehicle

The Vehicle(s) and trailer(s) described in the Schedule.

Certificate of Motor Insurance

A document showing that Your Policy meets the legal requirements for insuring motor vehicles (the Road Traffic Acts).

Claim or Accident

An event which is insured under this Policy.

Excess

The amount for which You are responsible as the first part of each Claim or Accident.

Endorsement

A wording, which changes the cover in the printed Policy.

Geographical Limits

Any member country of the European Union, Bulgaria, Iceland, Liechtenstein, Norway, Romania and Switzerland, including traveling between these countries by air, rail or sea, including loading and unloading.

Green Card

An international insurance certificate.

Hazardous Goods

The term Hazardous Goods means those detailed in

- a) The Dangerous Substances (Conveyance by Road in Road Tankers and Tank Containers) Regulations 1992
- b) The Carriage of Dangerous Goods (Classification, Packaging and Labelling) and Use of Transportable Pressure Receptacles Regulations 1996

c) The Carriage of Explosives by Road Regulations 1996

d) The Approved List of Dangerous Substances as published by the Health and Safety Executive and any other legislation of similar intent (including subsequent legalisation) if applicable.

Insure, Insurance

Pay for legal liability, loss or damage as defined in this Policy.

Market Value

The cost of replacing Your Vehicle taking into account its make, model, age, mileage, condition & circumstances of purchase by You.

Statement of Insurance

The information provided at the time of quotation or mid term alteration and any other information given by You or on Your behalf. The Statement of Insurance incorporates a statement of Your demands and needs in relation to insurance cover.

Terrorism

Any act, including but not limited to, the preparation of, use of or threat of any force, violence or life threatening act by any person or group of persons acting alone or on behalf of or in connection with any organisation or government, which appears to be intended to or from its nature and context is done in connection with political, religious, ideological or similar purpose, including the intention to influence, intimidate or coerce any government or put the public or any section of the public in fear or appears to be intended to disrupt any segment of the economy.

Any act deemed by the government to be an act of Terrorism.

Third party

You and We are the first and second parties to this contract. Anyone else is a Third party.

Policy

Comprises this booklet, the Statement of Insurance, Vehicle Schedule(s) Certificate(s) of Insurance and any Endorsements attached or issued.

Vehicle Schedule(s)

A document supplied with Your Policy, which shows the details of Your Vehicle(s), the premium, the Policy cover and any Endorsements, which may apply.

Section CV1 Legal Liabilities to Third parties

This section deals with Your insurance against claims by other people. It does not cover any loss or damage to The Vehicle You are driving or using.

What the Insurance covers

We will insure You for all amounts You may be legally liable to pay:

- For the accidental death of or bodily injury to anyone; and
- For accidental damage to anyone's property subject to the following limits:
 - a) £20,000,000 where The Vehicle is a car and any trailer or caravan whilst attached to it
 - b) £5,000,000 where The Vehicle is other than a car or a car with any trailer or caravan attached to it

including all costs (or any higher limits provided for by local legislation in territories outside the United Kingdom but within the Geographical Limits) for any one Claim or number of Claims arising out of any one cause;

resulting from any Accident involving Your Vehicle, or loading or unloading Your Vehicle.

Vehicles which are insured

- Your Vehicle.
- Any trailer or disabled mechanically propelled vehicle attached to Your Vehicle.

Who is insured under this Section:

You and the following people are insured under this Section;

- Anyone allowed by the Certificate of Insurance to drive Your Vehicle.
- Anyone, other than the driver, who at Your request, is in, getting into, or out of Your Vehicle.

If anyone insured under this Section dies, We will continue to provide Insurance for the estate of that person for liabilities incurred that are covered by the Policy.

Costs and Expenses

For any Claim where We provide Insurance under this Section, We will pay:

- Solicitors' fees to represent anyone insured under this Section at a Coroner's Inquest or Fatal Accident Inquiry;
 - For the costs of Your defence in any Court of Summary Jurisdiction;
 - (If You ask Us) - For the cost of legal services to defend a charge of manslaughter or causing death by reckless driving;
- and
- Any other costs and expenses, which We agree in writing.

Emergency Treatment

We will also pay for any Emergency Treatment fees required by the Road Traffic Acts, and such payment will not affect the allowance of No Claims Discount.

Compulsory Motor Insurance (Right of recovery)

If We are obliged by the law of any country in which this Policy operates to make a payment for which We would not otherwise be liable, You or the person who incurred the liability must repay Us.

What is not covered

We will not provide Insurance under this Section:

- If the person claiming knows that the driver at the time of the Accident has never held a licence to drive The Vehicle, or is disqualified from having such a licence.
- If You fail to ensure that all reasonable steps are taken by the driver to observe the licence conditions applicable to the driving of The Vehicle.
- For loss of or damage to property owned by or in the care of the person claiming, or being carried in or on the Vehicle.
- For loss of or damage to any Vehicle, trailer or disabled mechanically propelled vehicle insured by this Section.

- To anyone other than You who can claim under any other policy.
- To anyone who does not keep to the terms of this Policy as far as they can apply.
- For death of or bodily injury to anyone which arises out of and is in the course of that person's employment by the person claiming except where it is necessary to meet the requirements of the Road Traffic Acts.
- For death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of Your Vehicle by anyone other than the driver or attendant of Your Vehicle.
- For death, injury or damage arising out of the operation as a tool of any trailer or plant attached to a trailer except as required by the Road Traffic Acts.
- For Claims arising out of agreements or contracts You have made unless a Claim would have been accepted in any case.
- For any amount above £250,000 for damage to property resulting from an Accident or series of Accidents from one event or chain of events, while Your Vehicle is carrying any Hazardous Goods.
- For loss, damage, injury, death or any other cost or expense directly or indirectly caused by, resulting from or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action taken in controlling, preventing, suppressing or in any way relating to an act of Terrorism except as is necessary to meet the requirements of any compulsory motor insurance legislation in force within the Geographical Limits of this Policy.

Section CV2 Fire and Theft

This section details the cover provided for Your Vehicle in the event of loss or damage to Your Vehicle by theft, fire or both. This includes loss or damage to trailers mentioned in Your Schedule.

You must take reasonable precautions to safeguard Your Vehicle, otherwise You may not be protected.

We will insure You against loss of or damage to Your Vehicle and any accessories or spare parts whilst in or on Your Vehicle, caused by fire, lightning, explosion, theft or attempted theft.

We shall not be liable for the Excess applying to this Section as shown in Your Schedule.

Section CV3 Windscreen Damage

** This section only applies to those Vehicles insured on a comprehensive basis as detailed in Your Schedule.*

This section provides protection to cover the breakage of the glass in Your windscreen or other Vehicle windows in situations where there is no other loss or damage

We will insure You against the breakage of glass forming part of the windscreen or windows of Your Vehicle and any resultant scratching of the bodywork, provided no other loss or damage has been sustained.

We will only pay windscreen suppliers out-of-hours additional charges for safety and security reasons.

We shall not be liable for the Excess applying to this Section as shown in Your Schedule. The Excess will not apply if the damage is repaired rather than the windscreen being replaced.

Your No Claims Discount will not be affected by any Claim under this Section.

Section CV4 Accidental Damage to your Vehicle

** This Section only applies if Your Schedule indicates that comprehensive insurance is in force in respect of Your Vehicle.*

This section covers loss of or damage to Your Vehicle in situations other than those catered for in sections CV2 and CV3.

This includes loss or damage to trailers whilst attached or unattached to Your Vehicle.

We will insure You against accidental loss of or damage to Your Vehicle and any accessories or spare parts whilst in or on Your Vehicle. Accidental loss or damage already covered under Sections CV2 and CV3 is not provided under this Section.

We shall not be liable for the Excess applying to this Section as shown in Your Schedule.

How We settle a Claim under sections CV2, CV3 and CV4

- If Your Vehicle is lost or damaged We will choose whether to repair it, replace it, or pay in cash the cost of the loss or damage.
- The most We will pay is the Market Value of Your Vehicle and its fitted accessories and spare parts whilst in or on Your Vehicle at the time of the loss or damage.
- We will pay up to £500 or 10% of the Market Value of Your Vehicle (whichever is the less) for loss of or damage to in-vehicle audio equipment in Your Vehicle.
- For cars only:

If during the year after You bought and first registered the car as new it is:

- a) stolen and not recovered; or
- b) damaged and the repairs cost more than 60% of the manufacturer's list price (including VAT) at the time of the Claim;

then We will replace Your car with a new one of the same make and model. This is provided one is available and You and anyone else We know has an interest in the car agrees. If a replacement car of the same make and model is not available, the most We will pay is the Market Value of Your car and its fitted accessories and spare parts at the time of the loss or damage. The lost or damaged car will then become Our property.

- If We know that Your Vehicle is owned by someone other than You, We will make any cash payment for a Claim under this Section to the legal owner of the Vehicle. We will take the owner's acceptance as settling the Claim in full.
- The maximum amount payable by Us in respect of any lost or damaged part or accessory which is unobtainable shall be limited to the cost shown in the manufacturer's last list price published in the United Kingdom, plus the reasonable cost of fitting.
- If Your Vehicle is disabled by reason of loss or damage insured under this Policy, We will bear the reasonable cost of protection and removal to the nearest competent repairer, and delivery after repair to the address shown in Your Schedule, or anywhere else provided the cost does not exceed that to the garaging address. We may ask You to place Your Vehicle in a safe place of storage chosen by Us, pending its repair or disposal.

What is not covered under sections CV2, CV3 and CV4

- Damage to tyres by application of brakes or by punctures, cuts or bursts.
- Loss of or damage to Vehicle or mobile telephones, their components, parts or ancillary equipment.
- Breakage of glass in sunroofs under section CV3.
- Losing Your Vehicle through deception by someone pretending to be a buyer or that person's agent.
- Depreciation in Market Value (whether resulting from loss or damage or not).
- Loss or damage arising from theft or attempted theft if: Your Vehicle was not secured by means of the door and boot locks and the keys removed to a safe place OR any window or any form of roof opening or removable roof panel or hood of Your Vehicle was left open or unlocked.
- Loss of Use of the Vehicle and/or any other consequential loss.
- Loss or damage resulting from rallies, competition or trials.
- Loss or damage to any disabled mechanically-propelled vehicle, caravan or boat.
- Loss of or damage to any property being carried in or on any trailer or disabled mechanically-propelled vehicle.
- Loss or Damage arising during or because of:
 - a) Earthquake; or
 - b) Riot or civil commotion
 anywhere other than in Great Britain, the Isle of Man or the Channel Islands.
- Any amount in excess of £250 in respect of sign writing, advertisements, logos and specialised artwork.
- Loss or damage to the vehicle may be excluded if it is not covered by a valid test certificate (MOT), if one is required by Law.
- VAT, subject to status.
- Loss or damage to the Vehicle caused by a member of Your family or household taking the Vehicle without Your permission.
- Loss or damage to trailers:
 - a) when attached to any vehicle other than Your Vehicle
 - b) if Your Vehicle is towing a greater number of trailers in all than is allowed by law
 - c) if Your Vehicle is towing a disabled mechanically-propelled vehicle for hire or reward.

Section CV5 Additional cover

** This section will apply only in respect of those Vehicles insured on a comprehensive basis as detailed in Your Schedule*

This section shows the extra areas in which You are covered by Your Policy, including medical expenses, clothing and certain personal property.

Medical Expenses

If You, Your driver or any person travelling in Your Vehicle are injured by a cause directly connected with Your vehicle, We will pay up to £100 medical expenses for each person.

The maximum We will pay will be limited to £500 in total for Claims arising out of any one cause.

Personal Belongings

We will pay up to a total of £50 for any one Claim for loss of or damage to personal belongings in or on Your Vehicle, providing reasonable precautions were taken to safeguard the property.

Under this Section We will not pay for :

- Money, stamps, tickets, documents or securities.
- Goods or samples carried for any trade or business.
- Theft of any property unless The Vehicle is locked when unattended.
- Theft of any property from a trailer.
- Property insured under another policy.
- Damage by normal wear, tear and depreciation.

Section CV6 Geographical limits and foreign use

The Policy provides the minimum cover You need by law in the following countries to use any Vehicle We cover.

- Any member country of the European Union, Bulgaria, Iceland, Liechtenstein, Romania and Switzerland.

The Policy provides the full cover shown in the Schedule in any country in the Geographical Limits as long as:

- Your Vehicle is taxed and registered in the UK.
- Your Vehicle is permanently kept in the UK.
- Your business address is in the UK.
- Your visits are only temporary and do not exceed 90 days in any one period of insurance.

For cover outside the Geographical Limits or for an extended period, You must tell Premierline and You may need to pay an extra premium or there may be additional terms applied by Us.

We will pay any customs duty if Your Vehicle is damaged and we cannot return it to the UK after a claim covered by the Policy.

Section CV7 No claims discount when you renew

Here We tell You how You may qualify for No Claims Discount, and which Claims will not affect Your entitlement to this discount.

You will be entitled to a discount from the renewal premium in accordance with Our Scale of No Claims Discount applicable at that time, provided no Claims have arisen or are pending since last renewal or inception of cover. Any reduction in this discount at renewal as a result of a Claim will also be in accordance with Our scale.

The following Claims will not affect Your No Claims Discount

- Payments only for breakage of windows or windscreens in Your Vehicle including resultant scratching of bodywork provided there is no further damage.
- Claims solely for the payment of Emergency Treatment fees under the Road Traffic Acts.

- Claims where a full recovery is made of all Our outlay or where it can be proved that, but for an agreement between insurers, a full recovery could have been made of all Our outlay.

If this Policy insures more than one Vehicle, each will be treated as having its own separate No Claims Discount.

No Claims Discount Protection Benefit

After the maximum discount has been earned and where appropriate, subject to an additional premium having been paid, Your discount will be protected subject to no more than 1 Claim being made or pending during a period of 3 consecutive years prior to the renewal date.

Your Schedule will tell You to which Vehicles protection applies.

Section CV8 Uninsured loss recovery

This section shows the cover provided in respect of Legal Costs and Expenses:

Cover

We agree to indemnify You in consideration of the premium paid or to be paid subject to the following terms, conditions and exclusions of this section.

This insurance covers Advisers' Costs incurred in Proceedings up to the Indemnity Limit where:-

- The Insured Incident takes place in the Insured Period within the Territorial Limits

and

- The Proceedings take place in the Territorial Limits.

You are covered for Adviser's Costs to:

Section 1

Pursue damages claims arising from a road traffic accident against those whose negligence has caused Your injury or death or caused You to suffer loss of Your Insurance Policy Excess or other out of pocket expenses.

Section 2

Defend motoring prosecutions in respect of an offence, punishable by penalty endorsement only, arising from Your use of the Vehicle. Pleas in mitigation are covered where there is reasonable prospect of such a plea materially affecting the likely outcome and when it is in the public interest to do so. Support for such pleas is solely at the discretion of Arc.

Definitions

Please note the following definitions apply to this section only:

You/Your

The person responsible for insuring the Vehicle and the authorised driver and passengers.

Territorial Limits

Section 1: Any member country of the European Union, Bulgaria, Iceland, Liechtenstein, Norway, Romania and Switzerland.

Section 2: Great Britain, Northern Ireland, Republic of Ireland, Channel Islands, Isle of Man.

Adviser's Costs

Reasonable legal fees up to the hourly rate shown in the Arc fee scale ruling at the time the Adviser is instructed and disbursements essential to Your case and assessed on the standard basis of assessment. Third Party costs shall be covered if awarded against You and paid on the standard basis of assessment.

Proceedings

The pursuit of civil proceedings and appeals against judgement following a road traffic accident involving the Vehicle and the defence of criminal prosecutions arising from a motor prosecution heard within the magistrate's court or equivalent in Scotland, Northern Ireland, Channel Islands and the Isle of man.

Indemnity Limit

Section 1: The sum of £50,000, which is the maximum payable in respect of an Insured Incident.

Section 2: The sum of £25,000, which is the maximum payable in respect of an Insured Incident.

Insured Incident

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one Insured Incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time.

Vehicle

The vehicle declared to Premierline Direct and including a caravan or trailer whilst attached.

Arc

Arc Legal Assistance Ltd. who administer the insurance on Our behalf.

Adviser

Irwin Mitchell Solicitors who are appointed by Arc to act for You.

We/Us/Our/Underwriters

Inter Partner Assistance who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

Exclusions

1 There is no cover where:-

- The Insured Incident began to occur or had occurred before You purchased this insurance.
- You should reasonably have realised when purchasing this insurance that a claim under this insurance might occur.

Section CV8 Uninsured loss recovery continued

- c) You fail to give proper instructions to Arc or to the Adviser.
- d) Your act or omission prejudices Your or Our position in connection with the Proceedings.
- e) Adviser's Costs have not been agreed in advance or exceeded those for which Arc has given its prior written approval.

2 There is no cover:-

- a) For Adviser's Costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
- b) For damages, interest fines or costs awarded in criminal courts.
- c) Where You have alternative legal expenses cover
- d) For claims made by or against Us, Arc or the Adviser.
- e) For any claim where at the time of the Insured Incident You were disqualified from driving or did not hold a licence to drive.
- f) For a claim arising from an allegation of Your deliberate criminal act or omission.
- g) For a claim arising from an allegation that You were in control of the Vehicle whilst under the influence of alcohol or non-prescribed drugs.
- h) Where Your motor insurers repudiate the Policy or refuse indemnity.
- i) For any claim arising from racing, rallies, competitions or trials.
- j) For a claim for breach of contract.
- k) For Adviser's Costs beyond those for which Arc has given its prior written approval.
- l) For an application for Judicial Review.
- m) For appeals without the prior written consent of Arc.
- n) Prior to the issue of court proceedings, the costs of any legal representative other than those of the Adviser unless otherwise agreed by Arc. Such agreement is entirely at Arc's discretion.

3 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any Right or remedy of a Third Party which exists or is available other than by virtue of this Act.

Conditions

1 Claims

- a) You must notify claims as soon as reasonably possible within 180 days of the Insured Incident.
- b) Arc shall appoint the Adviser to act on Your behalf.
- c) Arc may investigate the claim and take over and conduct Proceedings in Your name. Subject to Your consent which shall not be unreasonably withheld Arc may reach a settlement of the Proceedings.
- d) You must supply at Your own expense all the information which Arc reasonably requires to decide whether a claim may be accepted. If court proceedings are issued and You wish to nominate an Adviser to act on Your behalf, You may do so. The Adviser must:-
 - i. Confirm in writing that he will enable You to comply with Your obligations under this insurance.
 - ii. Agree with Arc the rate at which it's costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an Adviser and this nomination shall be binding.
- e) The Adviser will:-
 - i. Provide a detailed assessment of Your prospects of success including the prospects of enforcing any judgement obtained.
 - ii. Keep Arc fully advised of all developments and provide such information as Arc may require.
 - iii. Keep Arc regularly advised of Adviser's Costs incurred.
 - iv. Advise Arc of any offers to settle and any payments in to court. If contrary to Arc's advice such offers or payments are not accepted there shall be no further cover for legal costs unless Arc agrees in its absolute discretion to allow the case to proceed.

- v. Submit bills for assessment or certification by the appropriate body if requested by Arc.
- vi. Attempt recovery of costs from the Third Parties.
- f) In the event of a dispute arising as to costs Arc may require You to change Adviser.
- g) We shall only be liable for costs for work expressly authorised by Arc in writing undertaken while there are reasonable prospects of success.
- h) You shall supply all information requested by the Adviser and Arc.
- i) You are liable for any Adviser's Costs if You withdraw from the Proceedings without Arc's prior consent. Any costs already paid by Arc will be reimbursed by You.

2 Disputes

Any disputes between You and Arc shall be referred to an arbitrator who shall be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration shall be binding and carried out in accordance with the Arbitration Act. The costs of the arbitration shall be at the discretion of the arbitrator.

3 Reasonable Prospects

At any time Arc on Our behalf may form the view that You do not have a reasonable prospect of success in the action You are proposing to take or are taking. If so, Arc may decline support or any further support. In forming this view Arc may take into account:-

- a) The amount of money at stake
- b) The fact that a reasonable person without legal expenses insurance would not wish to pursue the matter.
- c) The prospect of being able to enforce a judgement.
- d) The fact that Your interests could be better achieved in another way.

4 Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Services Authority. Our FSA Register number is 305958. Our permitted business is arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing as an agent in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. You can check this on the FSA's register by visiting the website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the Commission Bancaire, Financiere et des Assurance (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority here in the UK. Their FSA Register number is 202664. Their regulative activities are Miscellaneous Financial Loss, Legal Expenses and Assistance.

IPA is a member of the Association of British Insurers.

IPA address details are:
 Inter Partner Assistance
 The Quadrangle
 106-118 Station Road
 Redhill
 Surrey RH1 1PR
 Registered No: FC008998

To Make a Claim

Following a non-fault motor accident Your motor insurers will automatically inform Irwin Mitchell Solicitors that You may require assistance to pursue a personal injury claim or recover uninsured losses. As soon as they receive details of Your claim from Your motor insurers, Irwin Mitchell Solicitors will contact You directly.

If You have not reported an accident to Your motor insurers You must do so immediately.

If You need assistance with defending a motoring prosecution, You should telephone the Legal Advice Helpline.

You are not covered for legal fees incurred before court proceedings are issued unless You use Irwin Mitchell Solicitors which Arc will appoint to act for You subject to the terms of this insurance.

General exceptions applying to the whole Policy

- 1 We will not insure You for Claims whilst any Vehicle insured by this Policy is being:
 - Used for any purpose that the Certificate of Motor Insurance does not allow.
 - Driven by someone not allowed to drive by the Certificate of Motor Insurance.
 - Driven by anyone not holding a licence to drive the Vehicle or being disqualified from having such a licence.
- 2 We will not insure You for Claims whilst any Vehicle insured by this Policy is being used in the parts of any airport or aerodrome to which aircraft have access.
- 3 This Policy does not cover any accidental loss, damage, injury or legal liability caused directly or indirectly by:
 - a) war, invasion, revolution or any similar event except where We need to provide cover to meet the requirements of the Road Traffic Acts
 - b) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from burning nuclear fuel
 - c) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or its nuclear parts
 - d) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
 - e) wear and tear, depreciation, mildew, insects, vermin, inherent vice, inherent nature, mechanical, electronic or electrical breakdown or derangement.

Policy conditions applying to the whole Policy

1 Arbitration

If there is any dispute about the amount to be paid under this Policy (and We have admitted liability) the matter will be referred to an arbitrator chosen by You and by Us under the legal rules governing arbitration. This will not happen if the Claim in question is disputed for a reason other than the amount to be paid.

The arbitrator must decide that You are right and make an award before You can take legal action against Us.

2 Cancellation

Your Cancellation Rights

You have a right to cancel the cover within fourteen (14) days of the date You receive the Policy or within a period of fourteen (14) days of the date you receive the renewal documentation (referred to as the "cooling off" period). You should exercise this right by informing Premierline Direct in writing that you wish to do so and returning the Policy and Certificate(s) of Motor Insurance.

If You exercise Your right to cancel during the cooling off period, You will be entitled to a return of the premium paid unless a claim has been made which leads to the contract being fully completed. Any return of premium will be calculated on a proportionate basis, less £25 to cover Our operational costs. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

If You do not exercise Your right to cancel during this cooling off period, the Policy premium becomes due, You may not be entitled to a refund of premium and the Policy may run for its full term.

If the cooling off period has expired, You may cancel the Policy during the period of insurance by giving fourteen (14) days notice in writing to Premierline Direct at the address shown in the Definitions section. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current period of insurance You will be entitled to a return premium calculated on a proportionate basis, subject to the Premierline Direct Policy Charges. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due. In the event of cancellation You must return the current Certificate(s) of Motor Insurance before any return premium can be made.

Our Cancellation Rights

The Policy may be cancelled by giving You fourteen (14) days notice in writing to Your last known address. You will be entitled to a proportionate return of the premium in respect of the unexpired period of insurance. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due. In the event of cancellation You must return the current Certificate(s) of Motor Insurance before any return premium can be made.

3 Claims

A Notice of Claims

You or Your Legal personal representative must contact Us immediately following any loss, damage, injury or Accident, or any incident that may give rise to a claim, and within 30 days give Us such detailed particulars and proofs that We may reasonably require.

In the case of malicious damage or loss or damage by theft or any attempt thereat You must also give immediate notice to the police.

B Claims Procedure

If You receive any letter, Claim, writ, summons or process, You must send it to Us immediately. You must contact Us as soon as You know about any intended prosecution, Coroner's Inquest or Fatal Accident Inquiry connected with an Accident.

You must give Us all help, information and assistance possible to enable Us to settle or resist any Claim or to institute proceedings.

C Control Of Claims

You or anyone acting on Your behalf or anyone entitled to Indemnity under this Policy must not make any admission, offer, payment or promise without Our written permission. You must not incur any expense in making good any damage without Our written consent and must not negotiate, pay, settle, admit or repudiate any Claim without that consent.

D Our Rights in the event of a Claim

If We wish, We can take over and manage in Your name or the name of the person claiming, the defence, prosecution or settlement of any Claim for Our own benefit to recover compensation or secure an indemnity from any Third Party in respect of anything covered by this Policy. We have full discretion over managing proceedings and settling Claims.

If We decide to settle a Claim for loss or damage to Your Vehicle in cash We will pay it to the legal owner of the Vehicle.

We have the right, if the Vehicle is damaged beyond economic repair and if We agree to settle such a Claim in cash, to keep the damaged Vehicle. You must pass all documentation relating to the Vehicle to Us. If the Vehicle is stolen or missing We will need to delay any payment for a minimum of 28 days. If it is not recovered You must pass all documentation relating to the Vehicle to Us. As soon as You accept Our offer, this Insurance will end for that Vehicle and any outstanding or overdue premium must be paid.

We shall only provide the insurance cover described in this Policy if all its terms, limitations, provisions and conditions have been complied with.

Policy conditions applying to the whole Policy continued

4 Failure to pay by instalments

Where payment of premium is by Instalments, the Insurance remains an annual contract and the following conditions also apply:

- If You do not pay an Instalment by the due date We will cancel this Policy unless You pay all the Instalments You owe Us immediately.
- The amount of any Claim payable by Us for loss or damage to Your Vehicle may be reduced by the total of the unpaid premium for the full Period of Insurance.

5 Fraud

If the Insured or anyone acting on behalf of the insured makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this policy shall be void and the Insured will forfeit all rights under the policy. In such circumstances, the Insurer retains the right to keep the premium and to recover any sums paid by way of benefit under the policy.

6 Jurisdiction

Court action may only be brought in Great Britain and Northern Ireland or any other country to which cover under the Policy has been extended.

7 Other insurances

If there is any other insurance, which covers any Claim under this Policy, We will only pay Our share towards the Claim.

This condition does not include any Claim, which would be rejected under Section CV1 of this Policy if the person claiming (except You) is insured under another policy.

8 Vehicle sharing

If You receive a contribution for carrying passengers in Your Vehicle as part of a Vehicle sharing arrangement for social, domestic or other similar purposes, We will not regard this as carrying passengers for hire or reward or using the Vehicle for hiring, providing:

- The Vehicle is not built to carry more than 8 passengers plus the driver.
- The passengers are not being carried in the course of a business which involves carrying passengers; and
- No one involved makes a profit from the total contributions.

9 Your duty of care

You must take all reasonable steps to prevent/minimise loss, damage, injury or Accident including the maintenance of security precautions and to minimise the cost of Claims or legal proceedings.

You must keep all Vehicles Insured by the Policy in efficient and roadworthy condition. We must be able to inspect the Vehicles insured at any time.

You must also take reasonable care when selecting employees.

10 Your duty of disclosure

The statements made and the information You provide by telephone and detailed in the Statement of Insurance which form the basis of this contract are complete and correct to the best of Your knowledge and belief.

A Change of Vehicles/Drivers

You must telephone Us BEFORE changing any of the Vehicle or Driver information, as You will not be covered before You tell Us about:

- a replacement or additional Vehicle
- drivers other than those permitted to drive by the Certificate of Motor Insurance as a new Certificate of Motor Insurance will be required to comply with the law. Please remember to return Your old Certificate(s) of Motor Insurance.

B Other Changes

In addition to the above You must tell Us immediately when any of the following details change during the period of insurance:

- Use of Your Vehicle(s).
- Your correspondence address.
- Vehicle garaging address if different to the correspondence address.
- Nature of Your business.

Please note that on renewal of Your Policy You are obliged to tell Us of any changes, which may affect this Insurance.

This Insurance is a contract with You and it is not assignable by You for any reason.

11 Law Applicable and Policy Language

Unless it is agreed otherwise:

- a) the language of the Policy and all communications relating to it will be English
- b) all aspects of the Policy including negotiation and performance are subject to English law and the decisions of the English courts.

Endorsements that may apply

An Endorsement is only operative if it is shown in Your Schedule, and will be identified by the numbers shown below. Endorsements are subject to the terms and limitations of this Policy.

101 Exclusion of Windscreen Damage

Section CV3 (Windscreen Damage) is cancelled.

102 Exclusion of Medical Expenses

Section CV5 (Medical Expenses) is cancelled.

103 Exclusion of Clothing and Personal Effects

Section CV6 (Personal Belongings) is cancelled.

104 Vehicle Security

No cover will be provided under Section CV2 of this Policy unless an electronic engine immobiliser is fitted to the Vehicle and is in place and functional at all times, the Vehicle is left unattended. If the Vehicle is stolen, all keys or operating devices must be produced together with documentary evidence of fitting unless the equipment was supplied as standard by the Vehicle manufacturer.

105 Exclusion of Foreign Use

The cover provided by Section CV6 (Geographical Limits and Foreign Use) is cancelled.

In the event of an accident

If the Accident has resulted in injury or damage to another Vehicle, an animal, or any other type of property, to comply with the law You must:

- Stop
- Give Your name, address, insurance details, registration, particulars of the Vehicle (and the owners name and address) to anyone reasonably requiring the information.
- You must report the Accident to the Police as soon as possible (certainly within 24 hours).
- If anyone other than yourself has been injured You must show Your Certificate of Motor Insurance to the Police or anyone reasonably asking.
- Ask for the names and addresses of the people involved and any witnesses.
- Make a note of the registration number of the vehicles involved and any injuries and damage sustained.
- Make a sketch plan of the scene of the Accident showing the position of the vehicles following the Accident, and any road signs or markings.

DO NOT under any circumstance admit liability or sign any statement to that effect.

Telling Us

You must inform Us of all Accidents or losses even if You do not wish to make a Claim under the Policy. If Your Vehicle or property is stolen You must inform the Police as soon as the loss is discovered.

Please notify Us by telephone on Our Claims Line number which is shown on page 4 of this booklet as soon as possible.

Should You receive any notice of intended prosecution as a result of an Accident or any correspondence from other parties You must let Us know at once.

Getting Your Vehicle Repaired

Where the damage is covered by Your Policy, telephone Us on Our Claims Line number which is shown on page 4 of this booklet and We will arrange for Our nearest Approved Repairer to contact You and collect Your Vehicle if necessary.

Benefits of Using Our Approved Repairer Network

- There is no need for You to get an estimate first.
- If immobile, Your Vehicle will be collected free of charge.
- Courtesy car - Subject to availability, You will be provided with a courtesy car (typically a Class A van, such as a Vauxhall Corsa) whilst Your own is in the garage for repairs. N.B. In circumstances where Your Vehicle is either stolen (and unrecovered) or written off You will not be provided with a courtesy car.
- We will settle the bill for repairs. All You need to do is pay the Policy Excess and VAT (subject to status) to the repairer on completion of repairs.
- Repairs are guaranteed by Our Approved Repairers for 3 years.

Excess

Where an Excess applies You must pay this to the repairer when collecting Your Vehicle, regardless of who was at fault in the Accident.

Telephone helpline: 0845 330 1800

www.premierlinedirect.co.uk

Premierline Direct Limited. Registered in England and Wales No: 4521167.
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Premierline Direct Limited is authorised and regulated by the Financial Services Authority and is a member of the Financial Ombudsman Service.

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THE BUSINESS insurance SPECIALISTS

A company of **Allianz** 