



PRESTIGE
UNDERWRITING SERVICES LTD

COMMERCIAL VEHICLE INSURANCE POLICY

Thank you for choosing Prestige
Underwriting Services Ltd for your
Commercial Vehicle Insurance.

UNDERWRITTEN BY

Allianz 



COMMERCIAL VEHICLE INSURANCE POLICY

This policy is administered by Prestige Underwriting Services Limited on behalf of Allianz p.l.c.

The information you have given us or that was provided on your behalf forms the part of the contract.

Based upon the information you have provided in the statement of facts that we have relied upon, you agree to pay us the premium and we agree to provide insurance as shown in this Commercial Vehicle Policy, the certificate and schedule and any subsequent amendments.

This Commercial Vehicle Policy, the statement of facts, the certificate and the schedule and any subsequent amendments make up this contract and together they will form your policy.

You must read all these documents to make sure you have the cover you need.

The period of insurance is for a fixed period shown on your schedule. At the end of this period, renewal may be offered with any changes to the Commercial Vehicle Policy wording and premium. We will advise you of these changes in writing before the end of the fixed period. We reserve the right not to invite renewal of this Commercial Vehicle Policy and you may choose not to accept our invitation to renew.

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DEFINITIONS

Policy Document	this document
You, your	the person, company or trading name (including subsidiary companies) shown as the insured on the schedule and certificate of motor insurance
We, our, us	Prestige Underwriting Services Limited on behalf of Allianz p.l.c.
Family or Household	any member of the policyholder's family, or any other person, who is a permanent or temporary resident at the policyholder's address.
Insurance Broker/ Insurance Advisor	the person or company who has issued these documents on our behalf and who sold this policy.
Schedule	includes the <ul style="list-style-type: none">. period of cover;. name of the policyholder;. drivers and use;. sections of this policy document which apply;. conditions which vary the terms of this policy document.
Proposal Form or Statement of Fact	the documents filled in by you, or on your behalf by an insurance broker, 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 contact of motor insurance. If you do not give us the full information requested 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.
Certificate of Motor Insurance	proof that you have motor insurance as required by law.
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. 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.

DEFINITIONS (continued)

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.
Personal Belongings	certain property in the insured vehicle, which you wear or use in everyday life which belongs to you or anyone travelling in the insured vehicle. Section 5 of this policy sets out the cover and limits which apply, and the items of personal belongings which are not included.
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.
Contract of Insurance	the policy, the schedule (including endorsements), the certificate of motor insurance, the information you gave us in the statement of fact and declarations that you have made, all form the contract of motor insurance
General Exceptions	these describe the things that are not covered by the contract of motor insurance. They are in addition to the exceptions shown under the headings 'What is not insured' in each of the sections detailing the cover provided.
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.
Terrorism	means an act, including but not limited to, the use of force or violence and / or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or other purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

TERRITORIAL LIMITS

Except where we say otherwise your insurance applies in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands. This includes while your vehicle is being transported within and between them.

YOUR COVER

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

Comprehensive - sections 1, 2, 3, 4, 5, 6, 7 and 8 apply.

Third Party Fire and Theft - sections 2, 3, 6 and 8 apply.

Third Party Only - sections 3, 6 and 8 apply.

Fire and Theft Only - 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.

Section 1 - Accidental Damage

What is insured

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 Insured

Any loss or damage described in 'what is not insured' 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 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.
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New Van Replacement

If, within one year of you buying the insured vehicle from new and you were the first registered owner, it is:

- damaged so that repairs will cost more than 60% of the manufacturer's price list (including taxes and the cost of accessories) at the time of the loss or damage; or
- stolen and not recovered.

We will replace the insured vehicle with a new one of the same make, model and specification.

If a replacement vehicle of the same make, model and specification is not available we will, where possible, provide a similar vehicle of identical list price.

New van replacement does not apply if:

- you, or anyone we know has an interest in the insured vehicle, does not agree.
- the insured vehicle is more than one year old at the time of the loss or damage.
- you were not the first registered owner of the insured vehicle, including if the vehicle was pre-registered by the motor dealer from whom it was purchased.
- you did not buy the vehicle from new.
- the repairs cost less than 60% of the manufacturer's price list (including taxes and the cost of accessories).
- you wish to have the claim settled on a cash basis when the most we will pay is the market value of the insured vehicle and its standard accessories at the time of the loss or damage.

We are not liable for the consequences of any delay in getting the replacement vehicle.

Section 2 - Fire and Theft

What is Insured

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 Insured

- 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 or they are unavailable, or the value of insured vehicle reducing for any reason.
 - any other indirect loss.
 - loss or damage caused by failure to protect the insured vehicle, (see 'Care of the Vehicle' under the general conditions), or if it has been left unlocked and/or with the keys, lock transmitter, entry card or other ignition control device left in, on or in the immediate proximity of the vehicle.
 - 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 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, unless you report the person to the police for taking your vehicle without your consent.
 - 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, or any person driving the insured vehicle with your permission, 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 (unless you have cover under section 5), 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) unless you have cover under Section 7.
 - 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 satellite navigation equipment or accessories, whether permanently fitted or not, that are not standard accessories.
 - any loss or damage caused by failure to maintain the insured vehicle and safeguard it from such loss or damage.
 - any loss or damage from the insured vehicle being confiscated, disposed of or destroyed by or under order of any government or public or local authority order.
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Section 3 - Liability to Others - Third Party Cover

What is insured

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 £5,000,000 and for costs and expenses incurred up to £5,000,000. We will also insure you 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 insured

- loss or damage to the insured vehicle, trailer or vehicle being towed.
- any amount above £5,000,000 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 passenger, or being carried in or on any trailer or vehicle being towed.
- death or injury to the person riding 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, or 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 liability, injury, loss or damage resulting from anything sold, transported or supplied by you or on your behalf.
- driving other cars extension. You are not covered under this policy to drive any other vehicle.
- any liability that is not required to be covered under the terms of the Road Traffic Act whilst you are loading or unloading directly from the insured vehicle.

Section 3 - Liability to Others - Third Party Cover (continued)

Insuring Other People - What is Insured

We will also insure the following people under this Section:

- any person you allow to use the insured vehicle as long as your current schedule and 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 in or out of, the insured vehicle or any person who causes an accident while they are travelling 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 Other People - What is not insured

- 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 exceptions, general conditions and any endorsements.
- any liability that is not required to be covered under the terms of the Road Traffic Act whilst any person is loading or unloading directly from the insured vehicle.
- any liability, injury, loss or damage resulting from anything sold, transported or supplied by you or on your behalf.

Cost of Legal Representation - What is insured

Following a claim under this contract of motor insurance, we will pay the reasonable legal costs and expenses relating to:

- solicitors' fees for representing anyone we insure at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction; and
- the defence of anyone we insure against any legal proceedings for manslaughter or causing death by dangerous or reckless driving.

In assessing whether legal costs and expenses are reasonable the following will be considered:

- the level of experience required of the legal representative taking into account the nature of the case.
- the level of costs charged by the legal representative.
- whether legal representation for a defence of prosecution is likely to affect the outcome.

We may, at any time, stop paying the legal costs and expenses.

Cost of Legal Representation - What is not insured

- 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 exceptions, general conditions and endorsements.
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Section 3 - Liability to Others - Third Party Cover (continued)

Emergency Medical Treatment - What is insured

We will pay for Emergency Treatment Fees, as required under the Road Traffic Acts, after an accident involving the insured vehicle. We must, by law, provide this cover.

If this is the only payment we make, it will not affect your No Claims Discount entitlement.

Emergency Medical Treatment - What is not insured

- any amount that is more than the compulsory fee.

Section 4 - Windscreen and Windows

What is insured

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 an Approved Repairer (phone 08000 327327); or
 - in any one period of insurance if any other supplier carries out the repair or replacement.
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What is not insured

- 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 - Personal Accident, Personal Belongings and Medical Expenses

Personal Accident - What is insured

If you, your husband, your wife or your civil partner (as defined in the Civil Partnership Act 2004) are involved in a car accident, we will pay the amounts shown below if, within three months of the accident, it directly causes one of the following:

- death £2,500
- total loss of one or more limbs £2,500
- permanent blindness in one or both eyes £2,500

The most we will pay is the limit for any one cause of death or injury during any one period of insurance. We will only make a payment if the injury or death is directly connected with an accident involving the insured vehicle, and not if it happens while you, your husband, your wife or your civil partner were travelling in or getting into or out of any other vehicle that you do not own and is not hired or leased to you.

Personal Accident - What is not insured

- any loss if you do not have cover under this Section.
 - anyone who is under 21 or 75 or older at the time of the accident.
 - death or bodily injury caused by suicide or attempted suicide, self-injury or by drugs, alcohol or anything taken or inhaled.
 - death or bodily injury caused by disease, physical sickness or disability.
 - anyone failing to keep to the law regarding the use of seat belts.
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Personal Belongings - What is insured

We will pay up to £300 for personal belongings in your vehicle, if they are lost or damaged because of an accident, fire, theft or attempted theft. If someone else owns the property, you can ask us to settle the claim with the owner of the property. We may need proof of purchase.

Personal Belongings - What is not insured

- any loss or damage if you do not have cover under this Section.
 - personal belongings covered by any other insurance.
 - money, stamps, tickets, documents, securities, jewellery or furs.
 - goods, tools of trade or samples connected with your work or any other trade, or any container for these things.
 - mobile phones, computers or computer equipment.
 - keys, remote control or security devices.
 - property taken from an unlocked vehicle or which you have not taken care to protect from loss or damage.
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Section 5 - Personal Accident, Personal Belongings and Medical Expenses (continued)

Medical expenses - What is insured

If you or your passengers are injured because of an accident involving the insured vehicle, we will pay up to £100, in addition to the compulsory Emergency Medical Treatment fee (see section 3), for each person for any medical treatment they receive.

Medical expenses - What is not insured

Any medical expenses if you do not have cover under this Section.

Section 6 - No Claims Bonus

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 on your renewal premium.

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

We will reduce or remove your No Claims Discount, in accordance with the scale below, 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 Claim 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.

Current NCD (years)	After 1 claim (years)	After 2 claims (years)	After 3+ claims (years)
1	0	0	0
2	0	0	0
3	1	0	0
4	2	0	0
5	3	1	0
6	4	2	0
7	4	2	0
8	5	3	0
9+	5	3	0

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 three continuous periods of insurance. The protected No Claims Discount only applies while you are insured by us and cannot be transferred to another insurer.

Section 7 - Lost or Stolen Key cover

What is insured

If the keys, lock transmitter or entry card for the keyless entry system of your insured vehicle are lost or stolen, we will pay up to a maximum of £500 towards the cost of replacing:

- the door and boot locks
- the ignition and steering locks
- the lock transmitter: and
- the entry card

Provided that we are satisfied that any person who may have the keys, transmitter or entry card knows the identity or location of your insured vehicle, and care is taken to safeguard the keys, transmitter or entry card from loss.

What is not insured

Any amount in excess of £500

Section 8 - Foreign Use

Your insurance provides the minimum compulsory insurance in:

- European Union (EU) countries; and
- any other country which has agreed to follow EU directives on compulsory motor insurance and is approved by the Commission of the European Union;

Including when the insured vehicle is being transported within and between them.

These countries are shown on your certificate.

As well as this minimum cover, your insurance also gives the cover shown on your schedule in these countries if the insured vehicle is:

- registered and normally kept in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; and
- not used abroad for more than 90 days in any one annual insurance period.

If you want to use the insured vehicle in these countries for more than 90 days in any one annual insurance period you must obtain our prior permission and pay any extra premiums.

If you want to use the insured vehicle in countries that are not shown on your certificate, you must obtain our prior permission and pay any extra premiums, we will then extend the full benefits of this insurance to apply:

- in the countries we have agreed, including when the insured vehicle is being transported; and
- for the period agreed.

We or your broker will send you a Green Card as proof of your insurance upon request. The Green Card will show the countries we have agreed to extend this insurance to and the period for which we are providing this extension.

If the insured vehicle is lost or damaged in any foreign country that we have agreed to give cover for, you may be charged customs duty. If we cover the loss of or damage to your car, we will also refund you the customs duty.

General Exceptions

These general exceptions apply to the whole of this contract of motor insurance and describe the things which are not covered. These apply as well as the exceptions 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, has not held a driving licence, is disqualified from driving or is prevented by law from holding a licence.
 - 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 the 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 any other condition of this policy.
4. Hiring out the insured vehicle for money, unless this use is described in the certificate of motor insurance (under Limitation as to Use).
5. Racing of any description or being used in any contest, competition, rally or speed trial (apart from treasure hunts).
6. The insured vehicle being used on any form of race track, de-restricted toll road (including the Nurburgring) or off-road activity.
7. Any accident, injury, loss or damage caused directly or indirectly by:
 - war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - any act of **Terrorism**.
 - Any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any of the above. If we allege that, by reason of this general exception, any liability, loss, damage, cost or expense is not covered by this policy the burden of proving the contrary will be upon the insured. In the event that any

General Exceptions (continued)

portion of this general exception is found to be invalid or unenforceable, the remainder will remain in full force and effect.

- any weapon or device using atomic or nuclear fission or fusion or radioactive force or matter.
 - pressure waves caused by aircraft and other flying objects; or
 - carrying any dangerous substances or goods.
8. 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.
9. Any liability, loss or damage that happens outside the territorial limits (apart from the cover detailed in Section 8 - Foreign Use).
10. Any proceedings brought against you outside the territorial limits, unless they result from using the insured vehicle in a country which we have agreed to extend this insurance to cover (see Section 8 - Foreign Use).
11. Any liability, injury, loss or damage caused directly or indirectly by :
- pollution.
 - 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
- unexpected

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

12. Any death, injury, loss or damage caused directly or indirectly as a result of any deliberate act by you or any person driving the insured vehicle.

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.

Duty to take reasonable care

Continuing Obligation - When arranging this insurance over the phone or through your insurance intermediary you declared that the answers you provided were, to the best of your knowledge and belief, true and complete in every respect and that you did not make any misrepresentations.

A misrepresentation is where an individual provides false, inaccurate, misleading or incomplete information. You acknowledged the importance of taking reasonable care not to make a misrepresentation when providing us with answers to the questions asked. Failure to do so may lead to the voidance of your policy. You accepted that you have a continuing obligation to contact us immediately if any of the answers to any of the questions have changed or if they change throughout the life of the policy.

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 is correct and complete to the best of your knowledge and belief.
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Fraud and Misrepresentation

If you or anyone representing you:

- provides us with misleading or incorrect information to any of the questions asked when applying for, amending or renewing this insurance;
- deliberately misleads us to obtain cover, gain a cheaper premium or more favourable terms;
- provides us with false documents;
- makes a claim or part of any claim that is fraudulent, false or exaggerated;
- makes a fraudulent payment by bank account and/or card;

We may:

- agree to amend your policy to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due including any premium adjustment charge to cover our administration costs;
- reject a claim or reduce the amount of payment we make;
- cancel or void your policy (treat it as if it never existed), including all other policies which you have with us, and apply a cancellation premium charge.

Where fraud is identified we will:

- not return any premium paid by you.
 - recover from you any costs we have incurred.
 - pass details to fraud prevention and law enforcement agencies who may access and use this information.
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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, or any person driving the insured vehicle with your permission, must take care to avoid loss of or damage to the insured vehicle. For example, removing it to a safe place as soon as possible if it breaks down. You, or any person driving the insured vehicle with your permission, should also take 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, or any person driving the insured vehicle with your permission, do not take 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 access to examine the insured vehicle.
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Other Insurance

If there is any other insurance covering the same claim, we will only pay our share of the claim even if the other insurer refuses the claim.

Changes to your details

You must tell your insurance broker as soon as possible if any of the details on your proposal form or statement of fact change including:

- changes made to your vehicle which improve its value, appearance, performance or handling;
- changing your vehicle
- changes in the way your vehicle is used
- change of address or where your vehicle is kept
- change of occupation, including part time work
- change in main user of the vehicle
- details of any motoring convictions, fixed penalty offences or licence endorsements for any person who may drive the vehicle
- details of any criminal convictions for any person who may drive the vehicle
- details of any accidents, thefts, loss or damage, regardless of blame or whether a claim was made or not, for any person who may drive the vehicle
- make sure you advise the DVA of any notifiable medical conditions or disabilities

This is not a full list and you should contact your insurance broker for advice if you are not sure whether a change will affect your cover.

When you advise us of any permanent or temporary changes to your policy during the period of insurance which we agree to, or if you request duplicate documents, a premium adjustment charge of up to £20 + Insurance Premium Tax will be made in addition to any other change in premium to cover our administration costs. This charge is in addition to any administration fees charged by your insurance broker.

If your change of circumstances means that we can no longer provide cover, we or our authorised agent will give you notice of cancellation, see Your Cancellation Rights.

Your Cancellation Rights

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. You may cancel this policy using this 'cooling off' period by telling us, or your insurance broker, in writing or by email or telephone and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. If you do cancel in the first 14 days using the 'Cooling-off' cancellation condition, we will charge you pro-rata, plus an additional charge of up to £35 + Insurance Premium Tax to cover the administration costs to us of processing the insurance, for the cover provided from the beginning of the contract until the policy is cancelled, unless you have made a total loss claim, or a total loss claim is outstanding, in which case no refund will be given, and all premiums would be due.

You may cancel this contract of motor insurance at any time by telling us, or your insurance broker, in writing, or by email or telephone and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. If you or someone else has not made a claim in the current period of insurance, we will refund part of your premium. We will work out the refund on a pro-rata basis less a premium charge of up to £35 + Insurance Premium Tax to cover our administration costs.

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 where there is a valid reason for doing so. Valid reasons may include, but are not limited to, if:

- you do not pay your premium, premium deposit or any instalment payment on or before the due date;
- you or anyone else covered by this insurance has not met all the terms and conditions of this policy;
- a change in your circumstances means we can no longer provide cover;
- where we identify misrepresentation or fraud or any attempt to gain an advantage under this insurance to which you are not entitled.
- you do not provide us or your insurance broker with any requested documents

The insurance will end immediately when the seven days' notice runs out. If you have just taken out the policy or renewed it with us and the premium is unpaid, we will cancel your insurance from the start/ renewal date.

We will refund the balance of your premium that applies to the remaining period of insurance unless fraud has been identified.

If a refund is paid, a premium charge of up to £35 + Insurance Premium Tax to cover our administration costs will be deducted from the refund.

If you or someone else has made a claim, we will cancel your cover but may not refund any premium. If you are paying by instalments, you must still pay the balance of the full annual premium.

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.

Customer Care

Prestige Underwriting Services Limited is authorised and regulated by the Financial Conduct Authority. Regulation number FRN 307105.

Prestige Underwriting Services Limited is a limited company registered in Northern Ireland. Reg No. NI31853. Registered office: 10 Governors Place, Carrickfergus, Co Antrim, BT38 7BN.

This Insurance is underwritten by Allianz P.L.C. Authorised and regulated by the Central Bank of Ireland. Authorised by the Prudential Regulation Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

- *Our commitment to you*
We will make sure all the information we give you will be clear and accurate. We will be fair and reasonable whenever you need the protection of this policy. We will act promptly to provide the protection you need.
- *If things go wrong*
Whilst we will make every effort to maintain these standards, we recognise that there may be some occasions when we fail to satisfy the particular requirements of our customers. We therefore have in place procedures to investigate and remedy any area of concern.

In such circumstances we promise:

- to acknowledge any formal complaint in 5 days or less
- to have the issues reviewed by a person of appropriate seniority and authority
- to identify the person managing your complaint in our original letter of response.
- to respond fully to your concern or complaint within a maximum of 8 weeks. If for any reason this is not possible, we will write to you promptly to explain why we have been unable to finalise the matter quickly. We will also let you know when we will contact you again.

If you have a complaint about any aspect of the service you receive from us you can write to us at:

The Complaints Officer
Prestige Underwriting Services Ltd
The Lanyon Building
10 North Derby Street
Belfast, BT15 3HL

Phone: 08000 324252

Email: complaints@prestigeunderwriting.co.uk

When contacting us please ensure you quote your policy or claim number as appropriate.

FINANCIAL OMBUDSMAN SERVICE

If we cannot resolve your complaint, you can refer the dispute to the Financial Ombudsman Service within six months of receiving our final response letter. The address is:

The Financial Ombudsman Service

Exchange Tower, London, E14 9SR

Phone: 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers) or 0800 023 4567 (calls to this number are free on mobile phones and landlines) **Fax:** 020 7964 1001

Email: complaint.info@financial-ombudsman.org.uk

Website: help.financial-ombudsman.org.uk

Making a complaint will not affect your right to take legal action.

COMPENSATION SCHEME

Prestige Underwriting Services Limited and Allianz p.l.c. are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme in the unlikely event that the obligations under Your contract cannot be met. This depends on the type of insurance and the circumstances of the claim.

Further information can be obtained from:

Financial Service Compensation Scheme,

10th Floor, Beaufort House,

15 St Botolph Street,

London, EC3A 7QU

Phone: 0800 678 1100

Email: enquiries@fscs.org.uk

Website: www.fscs.org.uk

PRIVACY NOTICE

Our details

Prestige Underwriting Services Limited is the Data Controller for any personal information you supply to us. If you would like to speak to us about how we use your information you can contact us on 08000 324252 or contact us by writing to the Data Protection Officer, Prestige Underwriting Services Limited, 10 Governors Place, Carrickfergus, BT38 7BN.

How we will use your information

Your personal information may be used by Prestige Underwriting Services Limited for the following purposes that are necessary for the performance and management of your contract of insurance, to determine our underwriting and pricing strategies, for our legitimate interests as an underwriting agency and for compliance with any legal obligations.

- to make a decision whether we choose to accept or decline the proposed risk;
 - to calculate your premium and policy terms;
 - to service your policy;
 - to maintain our records;
-

Customer Care (continued)

- to confirm your identity and to prevent fraud;
 - to investigate and resolve any complaints;
 - to deal with any claims you should submit under your policy;
 - to verify the information you provide;
 - to undertake internal quality monitoring and external audits;
 - to carry out market research, pricing and underwriting strategies, statistical analysis and customer profiling;
 - we may supply information to law enforcement agencies, our regulators and other statutory bodies when we believe it is necessary for the detection and prevention of crime and/or fraud and as otherwise required by or permitted by law.
-

The information we receive

We may obtain personal information from you directly or from someone you have authorised to supply personal information on your behalf, such as your broker. This information is necessary for the performance and management of your contract of insurance, for our legitimate interests as an underwriting agency and for compliance with any legal obligation. This information may consist of the following:

- your name, contact details (including home address, telephone number and e-mail address) and date of birth;
- all other personal information that is provided to your broker when completing an application for any policy, including (as necessary) any sensitive information (e.g. information about your health and/or previous convictions);
- details of all policies held with us including cover dates, any lapsed policies and cancellations;
- details of claims on policies held with us;
- your payment history relating to policies held with us.

If you are unable to supply the required information we may be unable to offer you insurance or continue with cover.

We may also obtain information from third parties such as credit reference agencies, CUE – Claims and Underwriting Exchange Register, the police and other insurers (e.g. to confirm your personal data and verify claims information).

We retain information in line with provisions issued by our regulatory body the Financial Conduct Authority in order to manage your policy, deal with complaints and manage claims. We will only retain your personal data for as long as we are required by law.

Disclosing other peoples information

You should show this privacy notice to anyone whose information is disclosed to us with your policy information, you must also obtain their consent to share their information. You must ensure all information provided to us is correct and to the best of your knowledge.

Fraud prevention and detection

It is important that you take reasonable care when providing us with information and answer any questions honestly and to the best of your knowledge. Providing fraudulent or incorrect information

could affect the price of your policy, result in your policy being cancelled and claims being rejected or not fully paid.

As a condition of your policy, it is important that you report all incidents which may or may not give rise to a claim to us.

In order to prevent and detect fraud we may (at any time) share information about you with other organisations and public bodies (including the police) and check and/or file your details with fraud prevention agencies and databases. If you give us false or inaccurate information and/or we suspect fraud, we will record this. We can provide any details required by us under a court order.

We and other organisations may also search these agencies and databases 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, manage your insurance policies, check your identity for the purposes of preventing money laundering (unless you furnish us with other satisfactory proof of identity) and undertake credit searches or additional fraud searches. On request, we can supply further details of the databases we access or contribute to. Any information shared by us can be used by other bodies in their decision making process, as can information shared from other bodies be used in our decision making process.

Credit searches

If you consent to a credit search it will be soft search which is only visible to you (if you request a copy of your credit file at the credit reference agencies) and is not visible to other organisations. This type of credit reference check will not affect your credit file. The search will be visible on your credit report but it won't affect your credit rating as it's not an application for credit. The credit references agencies may add the details of our searches and information to their records relating to you.

If you require further information on credit searches, please follow the ICO link on credit reference checks: <https://ico.org.uk/media/for-the-public/documents/1282/credit-explained-dp-guidance.pdf>

Call recording

Telephone calls with us may be recorded for training, monitoring, audit requirements, quality assurance purposes and fraud prevention and detection. Call recordings may also be supplied to third parties or your insurer as shown on your schedule if they request a call recording in order to investigate a claim, complaint or suspected fraud which we have made them aware of.

Transfer to 3rd parties and outside the UK/EU

In order to deliver our services to you, we may use third party processors (for example credit searches and fraud prevention agencies). Such processing is conducted under contract and we ensure that appropriate data protection and information security assurances are provided.

We may also share your information with an authorised third party supplier appointed by us during a claim, for example a loss adjustor, recovery agencies or approved repairer in order to assist with your claim or provide repair/replacement services. We will only share the information required by the third party and will ensure that appropriate data protection and information security assurances are in place.

Customer Care (continued)

In circumstances where we may need to process some of your information using third parties located in countries outside of the European Union, we will take all necessary steps to ensure it is adequately protected. This includes ensuring there is an agreement in place with the third parties which provides the same level of protection as required by the data protection regulations in the UK.

Your rights

You have the right to access or obtain copies of the personal information held about you by us. A response to your request will be provided to you within one calendar month of us receiving a valid request.

You have the right to restrict processing of inaccurate information and request that we correct any inaccuracies in the information held about you. You may also have the right to erasure of data in certain circumstances.

Where we hold or process data on the basis of your consent you have the right to withdraw that consent.

You have the right to withdraw your consent for your information being used for market research, pricing strategies, underwriting strategies, statistical analytics and customer profiling.

If you wish avail of these rights please write to the Data Protection Officer, Prestige Underwriting Services Limited, 10 Governors Place, Carrickfergus, BT38 7BN or call us on 08000 324252 for more information.

The Information Commissioner

You can find more details about data protection from the Information Commissioner's Office at www.ico.org.uk. You can also contact the Information Commissioner if you believe we have not complied with our obligations.

MOTOR INSURANCE DATABASE

We will add details about your insurance policy to the Motor Insurance Database (MID) which is managed by the Motor Insurers' Bureau (MIB). The MID and the data stored on it may be used by the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- electronic licensing
- continuous insurance enforcement
- law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- the provision of government services and/or other services aimed at reducing uninsured driving

If you are involved in a road traffic accident (either in the UK or abroad) insurers and/or the MIB may search the MID to obtain relevant information.

Other persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including foreign citizens) may also obtain relevant information held on the MID.

Customer Care (continued)

It is vital that the MID holds your correct registration number. If not you risk the Police seizing your vehicle. You can check that your correct registration number is shown on the MID at www.askmid.com

THE LAWS THAT APPLY TO THIS CONTRACT

Unless we agree with you to apply the laws of another country, Northern Ireland law will apply to this contract. All communications will be in English.

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.

Making a Claim

We aim to provide you with 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.

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.
-

Claims Procedure

If any accident, injury, loss or damage occurs you, or your legal representative, must do the following:

Inform us by calling our Claim Line on 08000 327327 as soon as reasonably possible.

- 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.
- give any information, help and co-operation we need, including going to court if necessary.

We may do the following:

- 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.
-

Windscreen Damage - Ring 08000 327327

(see section 4)

Contact the claims department 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 1, 2 & 7)

We will do the following:

- get an agent to take the insured vehicle to the nearest Approved Repairer or another safe place if you cannot drive it.
- refer you to an Approved 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 an Approved Repairer, or another repairer of your choice, if we disagree with the estimate for repairing it provided by a non-approved repairer.
- if the insured vehicle is being repaired by an Approved Repairer from our network, they will provide you with a courtesy vehicle, wherever possible this will be a van, for the duration of the repair to the insured vehicle.
- treat the insured vehicle as stolen if it has not been recovered within 30 working days after you reported the theft to our Claim Line. It must still be missing when we pay your claim.
- have your vehicle examined by our own or our appointed engineer.

You must do the following:

- tell us straight away 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.
- get our permission before ordering any new part or accessory, and before paying for any transport outside the territorial limits.

Paying your claim

(see sections 1,2,4 & 7)

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 territorial limits unless we agree to do so first).
- entirely at our discretion and subject to payment of the policy excess, arrange to:
 - i) Repair the damage at our Approved Repairer, we may decide to use suitable parts or accessories which are not supplied by the original manufacturer, or alternatively authorise repairs at a repairer of your choice subject to the provision of satisfactory estimates,
 - ii) Pay you the cost of replacing or repairing the damaged parts, including their fitting, or
 - iii) Treat the insured vehicle as a total loss and pay you the market value of the vehicle less the excess just before the loss or damage happened.
- pay the last known 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,

Making a Claim (continued)

unless we agree otherwise.

- settle the claim to the legal owner, up to the market value, if the insured vehicle is part of a hire-purchase or leasing agreement, or belongs to someone else.
- we will not pay the VAT element of any claim if you are registered for VAT.
- 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 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.

Call us first on:

Claim Line 08000 327327

Additional Information

The following 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 lock your vehicle and activate any alarm &/or immobiliser when you leave it.
- always park your vehicle in a secure location, in your own garage or secure public garage if possible.

You can obtain further information from your local Crime Prevention Officer at your local Police station, or visit: 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 www.thatham.org.

Claim *Line*

24 Hour Accident Reporting Line

You can call our Claim line, anytime day or night. We are on duty 24 hours a day, 365 days a year, to give help or advice and progress your claim as fast as possible.

Just call to claim...

08000 327327

Call our dedicated Claim Line number and we will be able to:-

- Validate your claim to allow repairs to commence immediately via our Approved Repairer network
- Arrange recovery of your vehicle

We will be advising your broker or intermediary of your claim, so you receive not only fast approval to proceed with repairs, but retain your access to professional independent insurance advice should you need it.

Approved Repairer Network - Getting you back on the road again, fast

Using an Approved Repairer takes the whole problem of repair away from you. No more haggling over bills, as we deal with the repair costs and payments on your behalf. It's all designed to get you back on the road fast. What's more our Approved Repairers will normally provide a courtesy car while yours is being repaired.

The Province Wide network of Approved Repairers have to comply with the high standards demanded by our motor engineers. Thus, in addition to ensuring all repairs are dealt with efficiently, the highest standards of workmanship are guaranteed.



PRESTIGE
UNDERWRITING SERVICES LTD



PRESTIGE

UNDERWRITING SERVICES LTD

24 HOUR ACCIDENT REPORTING LINE 08000 327 327

You can call our new claim reporting line anytime, day or night. We are on duty 24 hours a day, 365 days a year, to take notification of any new claim and assist you in an emergency. This will help progress your claim as fast as possible. If required, we will be able to arrange recovery of your vehicle to a secure location.

Your policy will be underwritten by Allianz and administered on their behalf by Prestige Underwriting Services Limited.

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This Insurance is underwritten by Allianz P.L.C. Authorised and regulated by the Central Bank of Ireland. Authorised by the Prudential Regulation Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

