

BrokerDirect Plc
A better way to insure



Motor Insurance Policy

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About your Policy

Insurance policies are legal contracts and *your* insurance documents serve as evidence of the contract *you* have made with *us*. To understand exactly what cover *we* are providing to *you*, the following documents need to be read in conjunction with each other:

- **Policy Wording (this document)** – This is *our* standard policy wording containing details of what is covered and what is excluded by the various sections.
- **Endorsements** – These amend or supplement the standard cover shown – in the Policy Wording.
- **Schedule** – This contains details of *you*, the *vehicle*, the period of insurance, the type of cover and the premium.
- **Motor Insurance Certificate** – This is the evidence of insurance cover as required by law and it is the document *you* must show to the Police or Law Courts if asked.
- **Statement of Facts** – This records the information on which this contract of insurance is based (a new Statement of Facts will be sent to *you* whenever *your* broker processes a change to this information, and at renewal).
- **Renewal Notice** – This sets out any changes to the Policy Wording and Schedule details which apply from renewal date.

Please read and check these documents very carefully and keep them in a safe place. If *you* have any questions about the cover *we* are providing, or *you* wish to change the cover, please contact *your* Insurance Broker immediately.

Definitions

If during the period of insurance the cover provided by *your* insurance policy is changed, replacement documents incorporating the changes will be issued.

The Insurance

You having paid or agreed to pay the premium, *we* will give *you* the insurance cover shown in the Schedule under the terms of the policy. The insurance applies anywhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands (or whilst in transit between ports in this area) for the period of insurance shown in the Schedule and Motor Insurance Certificate. The information provided by *you* and recorded in the Statement of Facts is incorporated into and forms the basis of this contract of insurance.

The following words have the meaning shown below wherever they appear in the policy:

We/us/our – the authorised insurers, named in the Schedule, (Broker Direct Plc will handle claims on behalf of the authorised insurers).

You/your – the person named in the Schedule as the policyholder.

Vehicle –

- a) the motor car specified in the Certificate, and any courtesy car supplied by *us* whilst the *vehicle* is being repaired;
- b) spare parts and accessories fitted in or on to the *vehicle*, or whilst removed and kept inside *your* private garage.

Excess – the amount which *you* must pay towards a claim.

CLAIMLINE – the telephone number shown in *your* Motor Insurance Certificate (also on the Schedule and any Renewal Notice) which *you* should use to notify claims, 24 hours a day/ 365 days a year.



Cover

Section 1

Accidental Damage to the Vehicle

(not applicable if cover is Third Party Fire & Theft or Third Party Only)

1. We will pay for damage to the **vehicle**, which is not covered under Section 2 – Fire or Theft.
2. In addition, we will pay:
 - for a courtesy car, when the **vehicle** is being repaired by a Broker Direct Authorised Repairer;
 - up to £100 for personal effects damaged in an incident for which there is a valid claim under paragraph 1 of this Section.

Windscreen

Any payment made solely in respect of damage to glass in the **vehicle's** windscreen or windows and any scratching to the bodywork caused by the broken glass will not reduce **your** No Claims Discount.



Section 2

Fire and Theft

(not applicable if cover is Third Party Only)

1. We will pay for loss of or damage to the **vehicle** caused by fire, lightning, explosion, theft or attempted theft.
2. In addition, we will pay:
 - up to £100 for personal effects lost or damaged in an incident for which there is a valid claim under paragraph 1 of this Section.

Note: All cover under Sections 1 and 2 is subject to the Exceptions, Basis of Settlement, and Conditions stated in this policy.

Exceptions to Sections 1 & 2

We will not pay for:

- Any **excess** shown in the Endorsements.
- Damage which existed before the incident for which **you** are claiming.
- Loss of use, wear and tear, consequential loss, depreciation, mechanical or electrical or electronic or computer failures or breakdowns or breakages, damage caused by freezing, losses **you** sustain through not being able to use the **vehicle** and the cost of hiring another **vehicle**.
- Reduction in value of the **vehicle** as a result of damage, whether repaired or not.
- Audio equipment, telephones, two-way radios, and their ancillary equipment, unless fitted permanently to the **vehicle** (see also “Basis of Settlement”).

Note: If such equipment is designed to be removable or partly removable and cannot function independently of the **vehicle**, we will pay for loss or damage occurring in a building when the equipment has been removed temporarily for safekeeping.

- Loss as a result of any person obtaining or attempting to obtain the **vehicle** using any form

of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.

- Loss of or damage to the **vehicle** where possession is obtained by fraud, trick or false pretences.
- Loss resulting from repossession of the **vehicle** or restitution to its rightful owner.
- Damage caused deliberately by **you** or anyone driving or using the **vehicle** with **your** permission.
- Loss of or damage to the **vehicle** resulting from unauthorised use of the **vehicle** by a person known to **you**, unless that person is convicted for theft.
- Property stolen from an open or convertible **vehicle**, unless taken from a locked boot or locked glove compartment.
- Losses arising from the use of keys which had been left in or around the **vehicle**.
- Loss or damage defined in the General Exceptions.

Basis of Settlement – Sections 1 & 2

- **We** will, at **our** option, make a payment of cash or repair or reinstate or replace parts, following loss of or damage to the **vehicle**.

Repairs will usually be carried out by the nearest Broker Direct Authorised Repairer who will guarantee the work for three years.

- If a repair or replacement leaves **you** with a better **vehicle** than before the incident, **we** may ask **you** to pay a fair contribution to the cost of the claim. **We** will not require a contribution if, in the event of repair, parts of a like kind and condition as those being replaced are used in place of the original manufacturer's parts.
- If the **vehicle** is a total loss (for example, stolen and not recovered or damaged beyond economical repair), **we** will pay the market value

of the **vehicle** at the time of the incident. **We** will have the right to own the salvage. **We** will not be responsible for storage charges resulting from any avoidable delay by **you** in authorising **us** to remove the **vehicle** to free storage.

Market value is the local retail cash value taking into account condition, mileage, service and maintenance history (including MOT certificate status).

- **We** will not pay more than the manufacturer's last published list price, plus the reasonable cost of fitting, for any part or accessory.
- If the **vehicle** is the subject of a hire purchase or leasing agreement, **we** will normally make any payment for the total loss or destruction of the car to the legal owner, whose receipt of **our** payment will be a full and final discharge of **our** liability.
- For loss of or damage to the **vehicle**'s audio equipment, navigation systems, telephones, two-way radios, and their ancillary equipment, **we** will pay the cost of repair or replacement by the contractor appointed by **CLAIMLINE**. The maximum amount payable is £500, unless the equipment was installed by the manufacturer or authorised dealer in accordance with the **vehicle** manufacturer's specification.
- In the event that the **vehicle** has been modified from the original specification of the manufacturer, the amount payable in respect of all such modifications will be limited to 25% of the value of the **vehicle** without such modifications. Any more specific limits of indemnity in this policy take precedence (over this general "Modifications" limit).

N.B. If the **vehicle** is modified such that its performance exceeds that of the manufacturer's original specification all cover under this policy will be null and void.

Cover (cont.)

Section 3

Liability to Third Parties

1. We will cover *you* for legal liability for death of or bodily injury to any person (including passengers), or damage to property, caused by or in connection with the *vehicle* being used in accordance with *your* Motor Insurance Certificate.

The cover also applies to:

- Any other person covered by *your* Motor Insurance Certificate, providing *you* gave permission to drive or use the *vehicle*.
 - Any person who is travelling in the *vehicle* or getting into or out of the *vehicle*.
 - If *your* Motor Insurance Certificate allows business use, the employer of any person permitted by *your* Certificate to use the *vehicle* for business purposes.
 - Any person *you* allow to use (but not drive) the *vehicle* for social, domestic and pleasure purposes only.
 - The legal representatives of *you* or any person insured under this policy, who would have been entitled to reimbursement under this Section, in respect of that person's liability.
2. We will pay:
 - Damages, costs and expenses at law.
 - Costs incurred, providing we have given *our* written consent.

We may also pay at *our* discretion and provided we have given *our* written consent:

- Solicitor's fees for representation at any Magistrates', Coroners' or other Court of Summary Jurisdiction after any incident which may give rise to a claim under this Section.

- Legal costs to defend any person who is allowed to drive the *vehicle* against a charge or manslaughter or of causing death by reckless driving.

You must advise *us* of any such proceedings as soon as *you* are notified.

Note: All cover under Section 3 is subject to the Exceptions and Conditions stated in this policy.

Exceptions to Section 3

We do not cover:

- The legal liability of any person who is driving unless that person holds a licence to drive the *vehicle*.
- The legal liability of any person who is not driving, but who makes a claim, if that person knows that the driver did not hold a licence to drive the *vehicle*.
- Death of or bodily injury to any passenger in or on a trailer attached to a *vehicle* insured under this policy, except as required by the Road Traffic Acts.
- Any part of the claim if there is any other insurance covering the same liability or damage.
- Loss of or damage to vehicles or property owned by or in the custody or control of any person claiming benefit under *your* policy.
- Liability 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 any act of terrorism, except as is necessary to meet the requirements of any compulsory motor insurance legislation in force within the territorial limits of this policy.

Terrorism is defined as:

Any act including, but not limited to, the preparation of, use of or the 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.

Loss of or damage to *your* car is unaffected by this exclusion.

- Liabilities defined in the General Exceptions.

Additional Cover to Section 3

Trailer

We will cover *you* in respect of any trailer or mechanically disabled vehicle while being towed, as allowed by law, by the *vehicle*.

We will not be liable:

- for loss of or damage to the towed trailer or mechanically disabled vehicle ; or
- while such trailer or vehicle is being towed for reward.

Emergency Treatment

We will pay for the cost of emergency treatment as required by the Road Traffic Acts, resulting from injury caused by an incident involving the *vehicle*.

Any payment made in respect of emergency treatment alone will not reduce *your* No Claims Discount.

European Union (EU Compulsory Insurance)

Your cover under Section 3 Liability to Third Parties includes the compulsory minimum insurance cover required to use any *vehicle* insured by this policy in any member country of the EU and other countries whose insurance arrangements satisfy the requirements of the EU Commission and the relevant EU Directives, as specified in the Motor Insurance Certificate.

Note: Cover under Sections 1 Damage to the *Vehicle* and/or 2 Fire and Theft is restricted to the use of *your vehicle* in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, unless extended by Endorsement. If *you* require cover for the *vehicle* in other countries, contact *your* Insurance Broker.



Cover (cont.)

Additional benefits for all our policyholders

No Claims Discount (NCD)

Your premium is discounted if *you* do not make a claim in consecutive periods of insurance.

If *you* make a claim under *your* policy, any No Claims Discount will be reduced at next renewal, in accordance with *our* scale applicable at that time, unless *we* recover in full the payments *we* make in settlement of *your* claim.

Car Sharing

If *you* receive contributions from passengers as part of a car sharing arrangement for social or other similar purposes, *we* will not regard this as carrying passengers for hire or reward (or use of the *vehicle* for hiring) provided that:

- the total contributions received for the journey do not involve a profit; and
- the passengers are not carried in the course of a business of carrying passengers; and
- the *vehicle* does not carry more than eight passengers plus the driver.

Servicing and Parking

We will continue to provide insurance (but to *you* only) while the *vehicle* is in the custody or control of:

- a member of the motor trade and used only for its own overhaul, upkeep or repair;
- a hotel, restaurant, car park or other similar establishment for parking purposes only.

Customer Care

The Financial Ombudsman Service may consider a complaint (including a dispute or claim) in connection with this policy, subject to certain conditions which include that the matter has been referred to a Director of Broker Direct whose offer or observations are not accepted by *you*. The Ombudsman's functions include acting as counsellor, conciliator or adjudicator to resolve the matter. The address of the Financial Ombudsman Service Bureau is South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

We are covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation should *we* be unable to meet *our* obligations. Further information is available on www.fscs.org.uk or *you* may contact the FSCS on 020 7892 7300.

To underline *our* customer care commitment, Broker Direct also promises to adhere to Standards of Customer Service including:

- to decide how *your* claim will be settled within 2 working days of receiving the necessary information
- to issue payment within 5 days of agreeing settlement
- to action *your* letters and enquiries within 2 working days.

In the unlikely event that these standards are not met, *we* will:

- take immediate action to remedy any problems which result
- take immediate steps to prevent any recurrence of such problems
- compensate *you* by discounting *your* next renewal premium by £25 and by paying interest on any delayed payment.

Driving Other Cars

If *your* Motor Insurance Certificate states that *you* may drive another car, the cover whilst driving another car is restricted to Section 3 Liability to Third Parties only.

Vehicle Recovery

If the *vehicle* cannot be driven after an incident which is covered under Section 1 or Section 2 *we* will pay the reasonable cost of protecting it and removing it to the nearest Broker Direct Authorised Repairer or another place as agreed by *us*. *We* will also pay for it to be brought back to *your* address shown in the Schedule.

General Terms and Conditions

You or anyone claiming benefit must comply with all the terms and conditions, as far as possible, otherwise *you* may lose the benefit of *your* policy.

Claims – The things which you must do

If there is an incident which may result in a claim – either in respect of damage to the *vehicle* or a possible claim by a third party against *you* – phone *CLAIMLINE* as soon as possible. *CLAIMLINE* will advise *you* and safeguard *your* interest.

You must also:

- send *us* immediately any writ or summons or letter before action and any other letter or communication which *you* receive
- tell *us* immediately about any claim or allegation made against *you* verbally
- notify *us* immediately of any impending prosecution, inquest or fatal injury inquiry
- not admit liability for or negotiate the settlement of any claim
- give *us* all the information and assistance which *we* require.

If the *vehicle* is stolen, broken into, subject of attempted theft, or damaged deliberately, *you* must report the incident to the police as soon as possible and obtain a crime reference number.

You are obliged to take all reasonable actions to minimise the cost of a claim under *your* policy of insurance. *We* will assist and advise *you* in this regard, to the best of *our* ability in the light of *our* knowledge of the circumstances.

Claims – Rights of the Company

We are entitled to take over and conduct the defence or settlement of any claim.

We may pursue any claim in the name of the person insured for *our* own benefit and at *our* own expense.

Compulsory Insurance Law

If the laws of any country require *us* to make a payment for which *we* would not otherwise be liable, *we* have the right to recover the amount from *you* or the person claiming.

Fraudulent Claims

If *you* or anyone acting for *you* makes a claim under the policy knowing the claim to be false or fraudulently presented in any respect, or if any loss or damage or injury is caused by *your* wilful act or with *your* connivance, *we* will not pay the claim and all cover under the policy is forfeited with immediate effect and *we* will also be entitled to reclaim from *you* any payments which *we* have already made or committed to make in respect of the claim.

Looking after the Vehicle

The *vehicle* must be kept roadworthy and in good repair. In the event of a claim *we* will have the right to examine the *vehicle*. Any person covered under the policy must take reasonable steps to protect the *vehicle* from loss or damage.

Other Insurance

If any loss or damage is covered by any other insurance, *we* will not pay more than *our* rateable proportion. This does not override any exception relating to other insurance policies elsewhere in this policy.

General Terms and Conditions (cont.)

Premium Payment

You must pay the premium or any payments under a Credit Agreement in full on demand.

Cancelling your Policy

You may cancel *your* policy by giving seven days notice and returning *your* Motor Insurance Certificate to *your* Insurance Broker.

We may cancel the policy by giving *you* seven days written notice to *your* last known address.

- If *you* fail to pay an instalment when due, *your* cover will be reduced immediately to the minimum required under the Road Traffic Act and will remain at this level until the instalment is paid or the policy is cancelled.
- At cancellation, *you* are required to return *your* Motor Insurance Certificate to *your* broker.

Upon cancellation, a return premium will be calculated and:

- If *you* have paid the total premium and not made a claim, a refund may be payable through *your* broker.
- If *you* have been paying the premium by instalments, *you* remain liable for any outstanding balance and *we* will write to *you* to request immediate settlement of any amount due. *You* will not be entitled to a refund of any instalments already paid.

Confirmation of No Claims Bonus will not be issued if the policy is in arrears or if *you* fail to return *your* Motor Insurance Certificate.

Changes in Circumstances

You must tell *us* immediately about any changes in the information recorded in the Statement of Facts. The relevant information includes information about *you*, the *vehicle*, *your* use of other vehicles, the drivers; as specified in the Statement of Facts.

Failure to tell *us* about such changes may invalidate *your* insurance. If *you* have any doubt as to whether to inform *us* about any changes, please consult *your* Insurance Broker.

Law Applicable

The law of England and Wales will apply to this policy unless *you* reside permanently in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law applicable locally will apply.

GENERAL POLICY EXCEPTIONS

We will not pay for:

Driving and Use of Car

Any claim under any Section of *your* policy occurring whilst a vehicle which we cover is being:

- driven or used outside the circumstances defined in *your* Motor Insurance Certificate, except as provided for in ADDITIONAL BENEFITS, Servicing and Parking;
- driven by *you* unless *you* hold a licence to drive the *vehicle*;
- driven by any person:
 - who is not permitted to drive in *your* Motor Insurance Certificate; or
 - who *you* know does not hold a licence to drive the *vehicle*; or
 - who has a Provisional Licence and is not accompanied by a holder of a Full Licence.
- used in or on restricted areas of airports or airfields or military bases.

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In the event of a Claim
please call:

0845 337 1886

If your policy is underwritten by Premier Insurance Company Limited
please refer to your certificate for your CLAIMLINE telephone number.