

## Policy Document

This document explains the cover provided by the Fleet Insurance Policy

# Fleet



# Free Business Advice Service

**Available 24 hours each day, 7 days every week, all year round**

These free helplines service are provided which you may use while your Policy is in force to discuss business problems in the following categories:

## **Business Legal Advice Helpline**

**0845 300 6168**

Unlimited access to a team of solicitors and other legal experts, for 24 hours confidential legal advice and guidance on any commercial legal problem such as:

- employment
- VAT
- prosecution
- contract disputes
- landlord and tenant disputes.

Please note that advice on motoring matters is not available.

Legal advice can only be offered in respect of matters subject to the laws of and within the jurisdiction of courts or tribunals of:

- England Scotland Wales and Northern Ireland
- the Channel Islands and the Isle of Man
- any other member country of the European Union
- Switzerland and Norway.

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# An Introduction to NIG

Thank you for choosing NIG as your Fleet insurer. We have been established for over 100 years and provide insurance products to over 2 million customers across the UK. Operating from its London Head Office and network of regional offices NIG sells its policies through over 2,500 professional intermediaries at over 5,000 retail locations.

NIG is part of The Royal Bank of Scotland Group, currently the second largest bank in Europe and fifth largest in the world.

Visit [www.nig.com](http://www.nig.com) for further details.

Please read this policy, your certificate of insurance and your schedule carefully to make sure you have all the cover you need.

# Our Insurance Contract with You

This policy is a contract between us and you.

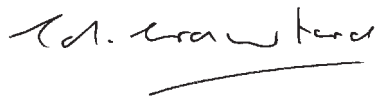
The proposal and declaration you made form the basis of this contract.

We will provide insurance as shown in this policy, schedule and certificate of motor insurance. You must read all of these documents to make sure you have all the cover you need.

Your vehicle is a vehicle you have given us details of, or a vehicle in your custody or control and for which we have given you a certificate of motor insurance.

The insurance applies throughout the United Kingdom except where we say otherwise.

Signed for and on behalf of The National Insurance and Guarantee Corporation Limited by:



Charles Crawford  
Managing Director

## Policy Cover

If the cover shown in the schedule is:

**comprehensive** - all sections of the policy apply;

**third party fire and theft** - sections 1a, 2, 3, 5, 9, 10, 11, 12 and 13 apply;

**third party only** - sections 2, 3, 5, 9, 10, 11, 12 and 13 apply.

# Section 1: Accidental Damage

## What is insured

We will pay for damage to your vehicle and the accessories on it.

We will:

- pay for the damage to be repaired; or
- replace what is damaged and costs more than its value to repair; or
- pay the amount of the damage

# Section 1A: Loss or Damage by Fire or Theft

## What is insured

We will pay for loss of or damage to your vehicle, and the accessories on it, caused by:

- a** fire, lightning or explosion;
- b** theft or attempted theft or taking without your permission.

We will:

- pay for the damage to be repaired; or
- replace what is stolen or damaged and costs more than its value to repair; or
- pay the amount of the loss or damage.

## The following also applies to Sections 1 and 1A

We will pay the reasonable cost of taking your vehicle to the nearest repairer and returning it to your address after the repairs have been carried out.

The most we will pay is the market value of your vehicle at the time of the loss or damage. We will not pay more than the amount for which you insured it. We will not pay any costs which increase the market value of your vehicle.

If we cannot obtain a replacement part or accessory, we will pay the manufacturer's last list price.

If within one year of registration as new in your name, your vehicle is stolen and not recovered or is damaged and the cost of repair will exceed 60% of the manufacturer's list price (including vehicle tax and value added tax) at the time of the loss or damage, we will replace your vehicle with a new vehicle of the same make and specification provided that one is available.

If your vehicle is under a hire purchase or leasing agreement, we will make any payment for the total loss of your vehicle to the hire purchase or leasing company.

If the keys or lock transmitter to your vehicle have been lost or stolen, we will pay up to £500 towards the cost of changing the locks, lock transmitter and central locking interface. Before a payment is made, you will need to establish to our satisfaction that the identity or garaging address of your vehicle is known to anyone who is in possession of your keys or transmitter.

You may authorise repairs if the estimated cost is not more than £250, but you must send us a detailed estimate.

### What is not insured under Sections 1 and 1A

- a** Loss of use, deterioration, loss of market value because repairs have been carried out, depreciation, wear and tear; mechanical, electrical, electronic or computer failures or breakdowns.
- b** Damage to tyres from braking or by punctures, cuts or bursts.
- c** Loss of or damage to your vehicle resulting from someone taking it by fraud or trickery.
- d** Loss of your vehicle or accessories if it is left unattended at any time unless:
  - the ignition key has been removed and all doors, windows and other openings have been closed and locked;
  - having agreed with us that a specially fitted locking or tracking device, immobiliser or alarm must be fitted, or a discount from your premium has been given for this, the equipment has been set.
- e** More than £500 for permanently fitted audio/telecommunication equipment, unless it is standard equipment for your vehicle when manufactured.
- f** The cost of replacing any alarm or other security device if the keys or lock transmitter to your vehicle have been lost or stolen.
- g** The first amount of any claim under sections 1 and 1A shown in the schedule under the following headings;
  - Young drivers excess - Drivers under 21 years of age.
  - Inexperienced drivers excess - Drivers who hold a provisional UK driving licence, have held a full UK driving licence for less than 12 months or are over 21 but under 25 years of age.
  - Experienced drivers excess - Drivers who are aged over 25 years of age and have held a full UK driving licence for more than 12 months.
  - Specific excesses - Total amount applying to a driver or vehicle shown.
  - Endorsements - Total amount applying.

## Section 2: Liability to Others

### What is insured

We will insure you for all amounts you legally have to pay for causing the death of or injury to anyone, or damage to their property as a result of an accident caused by any vehicle which your certificate of motor insurance allows you to drive or use, or any vehicle not provided by you if it is being used for your business by anyone you employ. This includes towing a trailer, caravan or broken-down motor car, unless your certificate of motor insurance specifically excludes it. This towing must be allowed by law and the vehicle towed must be properly attached to your vehicle.

We will provide the same insurance to the following people.

- Anyone you allow to drive your vehicle if they are allowed by your certificate of motor insurance.
- The employer of anyone you allow to drive your vehicle if they are allowed by your certificate of motor insurance.

If you ask, we will give the same insurance to the following people if there is an accident.

- Anyone you allow to use (but not drive) your vehicle for social, domestic and pleasure purposes.
- Anyone travelling in or getting into or out of your vehicle.

We will insure the estate of anyone insured by this policy against any liability covered by this policy they may previously have had if they die.

### What is not insured

- a** Liability for death of or injury caused to anyone in the course of their employment by anyone insured by this policy unless the accident is on a road as defined in the Road Traffic Acts.
- b** Anyone who is insured by any other policy.
- c** Liability for loss of or damage to property which belongs to, or is in the charge of, anyone who is insured by this policy.
- d** Liability for loss or damage caused in a place where aircraft land, park or move, including the associated service roads, refuelling areas, and ground equipment parking areas.
- e** Liability for pollution or contamination unless it is caused by a sudden identifiable event which is accidental and unexpected.
- f** In respect of commercial vehicles
  - more than the amount shown in the schedule for damage to property in one claim or a series of claims arising out of one event. Where insurance is provided to more than one person, this limit will apply to the total amount and in priority to you. We can pay this amount to or on behalf of anyone claiming to be insured and be under no further liability.
  - in connection with the loading or unloading if your vehicle is beyond the limits of the carriageway by anyone other than the driver or attendant of the vehicle.

## Section 3: Legal Costs

If there is an accident insured by this policy, we may pay up to the amount shown in the schedule for a solicitor or barrister to:

- represent anyone insured under this policy at a coroner's inquest or fatal accident inquiry,  
  
or
- defend anyone insured under this policy in a court.

We will not pay more than the amount shown in the schedule for defending any criminal proceedings arising from the death of another person.

## Section 4: Personal Accident Benefits

If you or anyone employed by you has an accident while in charge of or driving your vehicle, and this is the only cause of your or their death, loss of limb, or total and permanent loss of sight in one or both eyes, we will pay the amount shown in the schedule.

We will pay the benefit direct to the injured person or their legal representative.

**We will not pay the benefit in the following circumstances**

- a** If the death, loss of limb, or total and permanent loss of sight in one or both eyes happens more than 3 months after the accident.
- b** If the injured person is 75 or over, or under 18.
- c** If the death or bodily injury is the result of suicide or attempted suicide.
- d** If the injured person has insurance under more than one policy for the same accident.

## Section 5: Emergency Treatment

If there is an accident insured by this policy, we will pay for emergency treatment that must be provided under the Road Traffic Acts.

## Section 6: Medical Expenses

We will pay up to the amount shown in the schedule for medical expenses for each person being carried in your vehicle if they are injured in an accident involving your vehicle.

## Section 7: Personal Belongings

We will pay up to the amount shown in the schedule for personal belongings in your vehicle if they are lost or damaged due to an accident, fire, theft or attempted theft.

We will not insure loss or damage to:

- money, stamps, tickets, documents, negotiable securities or share or bond certificates;
- goods, samples or equipment you or anyone insured by this policy carry in connection with any trade or business.

## Section 8: Windscreen or Window Damage

If you have comprehensive cover and you claim for broken glass in your vehicle's windscreen or windows, or bodywork scratched by the breakage of glass, we will pay for the repair or replacement. You will pay the first amount shown in the schedule for replacement.

## Section 9: Foreign Use

We will provide the minimum insurance you need by law to use any vehicle insured in

### **EC**

Austria, Belgium, Denmark, Finland, France, Germany, Greece, Holland, Italy, Luxembourg, Portugal, Republic of Ireland, Spain and Sweden; and

### **other European countries**

The Czech Republic, Hungary, Iceland, Norway, Slovakia and Switzerland; or

any other country whose arrangements follow EC insurance directives and are approved by the EC Commission.

If you want us to extend the policy beyond the minimum insurance you need by law, you must give us full details including drivers and use, and pay an extra premium. This will insure your vehicle while it is being transported between the countries shown on the International Motor Insurance Card (Green Card) or the United Kingdom.

If the vehicle cannot be driven because of loss or damage insured by this policy, we will pay the reasonable cost of delivering it to your address in the United Kingdom. We will also pay the amount of customs duty you have to pay as a result of the loss or damage.

## Section 10: Trailers

The insurance in the schedule also applies to trailers declared to us while they are attached to or detached from your vehicle. Insurance for an undeclared trailer will be the same as that for your vehicle towing it, but only while it is attached to that vehicle.

## **Section 11: Unauthorised Movement of Obstructing Vehicles**

We will insure you or anyone employed by you to move a vehicle which is not owned by you if it is blocking your right of way. We will also insure you or anyone employed by you while parking a vehicle, which is owned by a visitor, on your premises.

## **Section 12: Unauthorised Use or Driving of Vehicles by Employees**

We will insure your vehicle for use or driving not authorised by you, as long as that use or driver is allowed by your certificate of motor insurance. The driver must repay us any money we pay if an accident happens.

## **Section 13: Principals Indemnity**

We will insure any principal against legal liability which they would have been insured for had the claim been made against you under this policy.

# General Exceptions

- 1** This policy does not apply when any vehicle insured is:
  - a** being driven by, or in the charge of anyone not covered by your certificate of motor insurance;
  - b** being used for purposes not shown in your certificate of motor insurance;
  - c** being driven, with your permission, by anyone who you know has not got a driving licence or who you know is disqualified from holding or getting a licence, unless a licence is not required by law and the person driving is old enough to hold a licence for the vehicle;
  - d** being driven by, or in the charge of anyone who holds a provisional driving licence and does not keep to the conditions of that licence.

Any cover you have for loss of or damage to your vehicles continues while the vehicle is being repaired or serviced by a member of the motor trade.

- 2** This policy does not insure liability which anyone covered by this policy has as a result of an agreement or contract unless they would have had that liability if the agreement or contract did not exist.
- 3** This policy does not insure any loss or damage caused by war, revolution or any similar event.
- 4** This policy does not provide insurance except under Section 2 (Liability to others) for any accident, injury, loss or damage caused by:
  - a** an earthquake; or
  - b** riot or civil commotion if it happens outside Great Britain, the Isle of Man or the Channel Islands.
- 5** This policy does not insure any loss, damage or liability caused directly or indirectly by:
  - a** ionising radiation or contamination by radiation from any irradiated nuclear fuel or from any nuclear waste from the burning of nuclear fuel; or
  - b** the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.
- 6** This policy does not provide any insurance for proceedings or a court judgement made in any court outside England and Wales, unless the proceedings or judgement result from the use of your vehicle in a country which we have agreed this policy will cover.

# Conditions

- 1** You must send us a completed report form as soon as possible about any event which could lead to a claim under this policy. You must also send us any letter, writ, summons or notice without answering them. We will contact the people who wrote to you.

If you know about any possible future prosecution, inquest or fatal accident inquiry, you must write and tell us immediately. You must not pay or agree to settle any claim without our written permission.

- 2** We will be entitled to:
  - a** take over and carry out the defence or settlement of any claim in your name, or in the name of any other person insured by this policy;
  - b** take proceedings in your name, or in the name of any other person insured by this policy, to get back any money we have paid under this policy;
  - c** any information and help we need from you or any other person insured by this policy.
- 3** We or your insurance adviser may cancel this policy by giving you seven days' notice by recorded delivery. We or your insurance adviser will send notice of cancellation to your last known address. You must then send the certificate of motor insurance to us or your insurance adviser.

You may cancel this policy by writing to us or your insurance adviser and returning your certificate of motor insurance. If no claims have been made under this policy we will refund part of the premium using the following scale:

Length of time you had the insurance	Percentage of premium we will refund
1 month	80%
2 months	70%
3 months	60%
4 months	50%
5 months	40%
6 months	30%
7 months	20%
8 months	10%

We will not give you a refund if we provide over 8 months' insurance.

- 4** If you pay your premium by instalments under our credit agreement you must pay each instalment when it is due. If you miss an instalment and do not pay it within the time shown in our letters, you will have to pay all the money you owe along with any charges. If we do not receive this payment by the date shown in our letter we will cancel this policy from the date of the first instalment you missed. You must then send us any certificates of motor insurance which are still in force. If no claims have been made under this policy, we will refund part of the premium using the scale shown above.

- 5** You must do everything possible to:
  - a** keep your vehicle in an efficient, safe and roadworthy condition; and
  - b** protect it from loss or damage.
- 6** If a claim is made under this policy and there is another policy that covers the claim, we will only pay our share of the claim unless we say otherwise anywhere in this policy.
- 7** If you make or report a claim under this policy which is in any way fraudulent, you will lose all benefit and the premiums you have paid. You may also have to repay money we have already paid to you.
- 8** You must allow us to examine your vehicle at any reasonable time.
- 9** Under the laws of any country where this policy applies, we may have to make payments which are not insured by this policy. You or the person who caused the accident must repay us any money which we have paid because of the law of the country in which this policy applies which we would not otherwise have paid.

You or the person who caused the accident must also repay us any money we had to pay because of any agreement with the Motor Insurers' Bureau.
- 10** If a claim has been admitted but there is a disagreement as to the amount payable, the matter will be referred to arbitration in accordance with the law. When this occurs, an award must be made before any proceedings are brought against the company.
- 11** If more than one company or individual is named as the insured in the schedule, the insurance will apply jointly and individually.
- 12** We will only provide the insurance described in this policy if you and anyone claiming protection have kept to all the conditions and endorsements.

# Notes for Your Information (this is not part of your policy)

## 1 Accidents and losses

Please tell us about all accidents and losses immediately. Ask your broker or agent for a report form. If your vehicle is damaged in a way which is insured under the policy, ask for details of the nearest approved repairers so that you can get your vehicle back on the road as soon as possible.

Please do not admit that any accident was your fault.

Please try to get the names and addresses of witnesses.

Please send us any letter, writ, summons or notice without answering them.

## 2 Changes to the insurance

Please tell us about the following before you need insurance.

- If the owner of your vehicle changes.
- If you replace your vehicle or modify it.
- If you change the drivers or use of your vehicle.

Please tell us about the following before next renewal date.

- Accidents, thefts or losses (whether covered by insurance or not and regardless of blame) where these have not been previously reported to us.
- Motoring convictions, (including fixed penalty offences) or prosecutions pending or outstanding police enquiries. Criminal convictions or charges for a criminal offence. Physical or mental impairments.

Please tell us about changes of address or occupation as soon as you can.

## 3 Travel abroad

If you are going abroad, please:

- tell your insurance adviser in good time; and
- read carefully “Information for travellers abroad” which we will send you with your International Motor Insurance Card (Green Card).



# Important Information

## Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the Broker, Intermediary or Agent who arranged the Policy within 14 days of receipt. We will return any premium paid in full.

## Termination

If you wish to terminate the contract at any other time, please contact the Broker, Intermediary or Agent who arranged the Policy. Any return of premium will be at the discretion of NIG.

## How to make a claim

Please contact, in the first instance, the Broker, Intermediary or Agent who arranged the Policy. Please quote your policy number.

## How to complain

If you have an enquiry or complaint arising from your Policy, please contact the Broker, Intermediary or Agent who arranged the Policy for you or NIG at the address below quoting the Policy Number in all cases.

If you are not satisfied with the way in which a complaint has been dealt with, please write to:

The Managing Director,  
NIG  
Crown House,  
145 City Road,  
London  
EC1V 1LP.

If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

South Quay Plaza,  
183 Marsh Wall,  
London E14 9SR  
Telephone: 0845 080 1800.

## Details about our Regulator

The National Insurance and Guarantee Corporation Limited is authorised and regulated by the Financial Services Authority. The Financial Services Authority website, which includes a register of all regulated firms can be visited at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register), or the Financial Services Authority can be contacted on 0845 606 1234.

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk)

**Whoever you are contacting, please always quote your Policy Number as it will help your enquiry or complaint to be dealt with promptly.**



## Fleet

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