



**Insurance**

# **Annual Commercial Vehicle Insurance Policy**



# Annual Commercial Vehicle Insurance

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## The Meaning of Words

If We explain what a word means, that word has the same meaning wherever it appears in Your Policy or Schedule. These words are shown by a capital first letter throughout the Policy.

**Car** – Any private Car with no more than eight seats.

**Certificate of Motor Insurance** – A certificate We issue that proves You have motor insurance You need by law. It shows who is entitled to drive Your Vehicle and the purposes for which Your Vehicle can be used.

**Endorsement** – Changes to the terms of Your Policy which will be shown in Your Schedule or continuation Schedule.

**Excess** – The amount You will have to pay if Your Vehicle is lost, stolen or damaged. The main Excesses are displayed on Your Schedule. Any Excesses displayed in this booklet or on an Endorsement Schedule are additional to those displayed on Your Schedule.

**Hazardous Goods** – Any goods requiring the display of hazard warning (Hazchem or ADR) panels and/or Trem cards whilst the Goods are being carried.

**Market Value** – The cost of replacing Your Vehicle at the time of loss or damage taking into account its make, model, age, mileage and circumstances of purchase by You. This shall not exceed the estimate of value that You last gave to Us.

**Period of Insurance** – The period You are covered for as shown on Your Certificate of Motor Insurance and Schedule.

**Personal Details Form** – The form included in Your Policy pack which details the information You provided to Us when You took out Your Policy and on which Your Policy is based.

**Policy** – The contract of insurance between You and Us.

**Schedule** – A document which includes Your details and specifies the cover provided by Your Policy and any Endorsements applying to Your Policy.

**Territorial Limits** – United Kingdom, the Channel Islands, the Isle of Man, all member countries of the European Union, Andorra, Croatia, Iceland, Liechtenstein, Norway and Switzerland. It also includes travelling, including loading and unloading, between these countries by air, rail or sea.

**Terrorism** – Any 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 similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear. Any act deemed by the government to be an act of Terrorism.

**Trailer** – Any Trailer which is Your property or for which You are responsible.

**We, Us, Our** – Allianz Insurance plc, other than for part B (Uninsured Loss Recovery, Legal Expenses and Motor Prosecution Defence) where the cover is provided, and the claims are handled, by Allianz Legal Protection, part of Allianz Insurance plc.

**You, Your** – The Insured named on the Schedule other than for part B (Uninsured Loss Recovery, Legal Expenses and Motor Prosecution Defence) where the definition is extended to include any partners, directors and any person entitled to drive or be a passenger in Your Vehicle.

**Your Vehicle** – Any vehicle and accessories or spare parts in, on or attached to it, as described in paragraph 1 of Your current Certificate of Motor Insurance and Your Policy Schedule.

## The Cover Provided

Type of Cover	Sections Applicable
Comprehensive	All Sections apply
Third Party Fire and Theft	1, 2, 3, 4, 6, 9, 11, 13, 14, 15, 16, 19, 20 and part B
Third Party Only	1, 2, 3, 11, 16, 19, 20 and part B

# Annual Commercial Vehicle Insurance Policy

## Relevant to entire Policy

This Policy document, Your Schedule and Your Certificate of Motor Insurance describe Your legal contract and it is important that You examine them carefully to make sure that they meet all Your needs. If You have any questions, please let Us know right away.

Please check Your Schedule and Your Personal Details Form carefully to make sure that as far as You know the information You have supplied is correct. Remember, You must tell Us if this information changes or is not correct. If You don't You may find that You are not covered.

In return for paying or agreeing to pay the premium We will insure You under the conditions of Your Policy for any insured event which takes place during the Period of Insurance within the Territorial Limits.

You must tell Us immediately about any changes that may affect Your Policy cover. You should contact Us if You are unsure whether a change of circumstances may affect Your Policy. When You tell Us of a change of details We will reassess the premium and terms of Your Policy. You will be informed of any revised premium or terms and asked to agree before any change is made.

Unless We agree otherwise;

- the language of this Policy and all communications relating to it will be in English; and
- English law will apply to this contract of insurance.

## Reflection period

You may cancel this Policy within 14 days of the date You receive it. You can do this by returning the Certificate of Motor Insurance to Us. If You choose to do this You are entitled to a refund of the premium You have paid for this insurance.

We will charge a pro rata premium subject to a minimum premium of £15 (plus Insurance Premium Tax) except where an incident has occurred which may give rise to a total loss claim, in which case the full annual premium may be payable to Us.

## Future changes of insurer

This cover is provided by Us to You pursuant to arrangements that We have made with Volkswagen Insurance Service (Great Britain) Limited Volkswagen Commercial Vehicle Insurance. In the event that for any reason those arrangements end Volkswagen Commercial Vehicle Insurance may decide to arrange for Your insurance to be provided by a new insurer. Volkswagen Commercial Vehicle Insurance will give You reasonable written notice of any such proposed change prior to the renewal of Your Policy and supply You with details of the terms of any proposed new Policy. You will not be obliged to take any new cover and any cover will contain cancellation rights in line with those set out in General Condition 6.

## Settling claims

For fire, theft and accidental damage claims under Sections 4 (Fire and Theft Cover) and 5 (Accidental Damage Cover) of the Policy We will at Our option either repair Your Vehicle or make a cash settlement, which will not be more than Your Vehicle's Market Value at the time of the loss or damage.

Vehicle repairs will be guaranteed in line with the standard Volkswagen Commercial Vehicle guarantee period or for a period of three years from the date of repair, whichever is the greater.

# Part A – Commercial Vehicle Insurance

## Section 1 – Your Liability to Others

### What is covered

#### *Cover We provide for You*

We will pay all the amounts You legally have to pay as a result of using, including loading and unloading, Your Vehicle and any Trailer, caravan or vehicle being towed by it if You:

- cause the accidental death of, or bodily injury to any person
- cause accidental damage to anyone's property.

In respect of accidental damage to property caused by any commercial vehicle We will not pay more than £5,000,000 for damage to property, legal costs and expenses (or any higher limits provided for by local legislation in territories outside the United Kingdom but within the Territorial Limits) for any one occurrence or series of occurrences arising from one cause.

In respect of accidental damage to property caused by any Car We will not pay more than £20,000,000 for damage to property and £5,000,000 for legal costs and expenses (or any higher limits provided for by local legislation in territories outside the United Kingdom but within the Territorial Limits) for any one occurrence or series of occurrences arising from one cause.

The indemnity is limited to £1,000,000 for any one occurrence or series of occurrences arising from one cause whilst Your Vehicle is carrying Hazardous Goods.

#### *Cover We provide for other people*

We will provide the same insurance as We provide in this section to the following people:

- anyone You allow to drive Your Vehicle as long as they are entitled to drive Your Vehicle by Your current Certificate of Motor Insurance
- anyone travelling in, getting into or out of Your Vehicle
- the employer or business partner of anyone You allow to drive Your Vehicle as long as they are entitled to drive by Your current Certificate of Motor Insurance
- any public or local authority or other principal provided that You would have been entitled to indemnity and the conduct and control of all claims is vested in Us.

### Your legally appointed representatives

After the death of anyone who is insured under this Policy, We will protect that person's estate against any liability they had if We insure that liability under this Policy.

### Legal fees and expenses

If there is an accident insured under the conditions of this Policy We will arrange and pay for:

- a solicitor or barrister to represent anyone insured under this Policy at a coroner's inquest or court of summary jurisdiction or similar court
- defending anyone insured under this Policy if they are charged with manslaughter or causing death by careless, reckless or dangerous driving.

### What is not covered

#### *We will not cover:*

- liability for causing the death of or injury to any employee in the course of their employment by anyone insured by this Policy unless this is necessary under compulsory motor insurance legislation in force within the Territorial Limits of this Policy
- liability for loss of or damage to property which belongs to or is held in trust by You or is in Your care, custody or control
- liability for loss of or damage to property which belongs to, is held in trust by or is in the care, custody or control of, anyone You allow to drive Your Vehicle and who is entitled to drive by Your current Certificate of Motor Insurance
- liability for loss of or damage to any vehicle driven by You under Section 2 (Third Party Contingency Cover)
- liability incurred by anyone covered under any other insurance
- liability for loss, damage, injury, death or any other cost directly or indirectly caused by, resulting from or in connection with any act of Terrorism or any action taken to control or prevent 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.

## Section 2 – Third Party Contingency Cover

### What is covered

This Policy provides the same cover as Section 1 (Your Liability to Others) for You alone when liability arises out of an accident caused by or in connection with any motor vehicle being used in connection with Your business or trade.

*We will not provide cover:*

- if such vehicle is Your property or held by You under a hire purchase agreement or hired or leased to You
- if You have not taken all reasonable steps to ensure that there is in force in respect of such vehicle an insurance that is valid for such use
- if You are entitled to make a claim for damage under any other insurance.

## Section 3 – Emergency Treatment Fees

### What is covered

If there is an accident insured by this Policy We will pay for emergency medical treatment which must be provided under compulsory motor insurance legislation in force within the Territorial Limits of this Policy.

## Section 4 – Fire and Theft Cover

### What is covered

We will pay for loss or damage by fire, theft or attempted theft to Your Vehicle up to the Market Value of Your Vehicle, including its spare parts or accessories (products designed to be fitted or used only in or on a vehicle).

*We will pay for:*

- the cost of protecting and removing Your Vehicle to the nearest repairer
- if it is repaired the reasonable cost of delivering Your Vehicle back to You at Your address as long as it is in the United Kingdom, the Channel Islands or the Isle of Man.

If Your Vehicle is on lease hire or hire purchase We may be required to make Our payment to the lease hire or hire purchase company. In that event Our payment will be in full and final settlement of Our liability under this section of the Policy.

### What is not covered

*We will not cover:*

- the first £100 of each claim
- loss of or damage to spare parts or accessories not permanently fitted to Your Vehicle unless kept in Your private garage
- theft of entertainment, communication, navigation and other electronic equipment that:
  - is not permanently fitted to Your Vehicle unless it is kept in Your private garage
  - can be used independently of Your Vehicle
- loss or damage by theft or attempted theft while the ignition keys are in or on Your Vehicle
- loss of use of Your Vehicle
- loss or damage resulting from deception
- wear and tear, mechanical, electrical, electronic, computer or computer software breakdowns, failures, faults or breakage
- a reduction in the Market Value of Your Vehicle following repair
- more than the manufacturer's last list price in the United Kingdom of any spare part.

## Section 5 – Accidental Damage Cover

### What is covered

*We will pay for:*

- loss or damage to Your Vehicle up to the Market Value of Your Vehicle, including its spare parts or accessories (products designed to be fitted or used only in or on a vehicle)
- the cost of protecting and removing Your Vehicle to the nearest repairer
- if it is repaired the reasonable cost of delivering Your Vehicle back to You at Your address as long as it is in the United Kingdom, the Channel Islands or the Isle of Man
- up to £500 to replace vehicle locks if the keys or lock transmitter for Your Vehicle are stolen by forcible and violent means or robbery.

If Your Vehicle is on lease hire or hire purchase We may be required to make Our payment to the lease hire or hire purchase company. In that event Our payment will be in full and final settlement of Our liability under this section of the Policy.

### What is not covered

*We will not pay for:*

- the first amount (Excess) of each claim as shown in Your Schedule
- loss of or damage to spare parts or accessories not permanently fitted to Your Vehicle unless kept in Your private garage
- loss or damage to entertainment, communication, navigation and other electronic equipment that:
  - is not permanently fitted to Your Vehicle unless it is kept in Your private garage
  - can be used independently of Your Vehicle
- loss of use of Your Vehicle
- loss or damage resulting from deception
- wear and tear, mechanical, electrical, electronic, computer or computer software breakdowns, failures, faults or breakage
- a reduction in the Market Value of Your Vehicle following repair
- damage to tyres caused by braking, punctures, cuts or bursts
- more than the manufacturer's last list price in the United Kingdom of any spare part.

### Note:

We will not apply the Excess shown in Your Schedule or under this Section if Your claim is for the cost of replacement locks only.

## Section 6 – New Vehicle Replacement

### What is covered

We will at Your request, and subject to a valid claim under Sections 4 (Fire and Theft Cover) or 5 (Accidental Damage Cover) of this Policy, replace Your Vehicle with a new one of the same make, model and specification.

*We will only do this if:*

- Your Vehicle is damaged to the extent that the cost of repair is more than 60% of the United Kingdom list price (including VAT) of an identical new vehicle at the time of loss or damage
- Your Vehicle is a United Kingdom specification model bought from one of the manufacturer's authorised United Kingdom Van Centres
- the loss or damage happens before Your Vehicle is one year old and the model is still available from the manufacturer's authorised United Kingdom Van Centres
- We have Your permission and any other interested party's permission to replace Your Vehicle

Settlement of claims under this Section will be subject to the deduction of the Excesses listed within Sections 4 (Fire and Theft Cover) and 5 (Accidental Damage Cover) of Your Policy in addition to any other Excess that may apply. Please refer to Your Schedule.

## Section 7 – Personal Belongings

### What is covered

We will pay up to £500 for personal belongings while in Your Vehicle if they are lost or damaged by an accident, fire, theft or attempted theft.

### What is not covered

*We will not cover:*

- money including credit, cash, debit and cheque cards
- tickets, documents or securities (financial certificates such as shares and bonds)
- goods or samples or tools which You or any person insured by this Policy carry in connection with any trade or business.

## Section 8 – Medical Expenses

### What is covered

Following an accident involving Your Vehicle We will pay medical, surgical and dental fees up to £250 for each person if they are injured in an accident while travelling in Your Vehicle.

## Section 9 – Trailers

### What is covered

We will pay up to £250 under Sections 4 (Fire and Theft Cover) and 5 (Accidental Damage Cover) of this Policy for loss of or damage to a Trailer owned by You, whether or not it is attached to Your Vehicle at the time of the accident or loss.

### What is not covered

*We will not pay for:*

- the contents of the Trailer
- any Trailer attached to any vehicle other than Your Vehicle.

## Section 10 – Windscreen Cover

### What is covered

If the glass in the windscreen, windows or sunroof of Your Vehicle is damaged We will pay for its replacement or repair including the repair of any resulting scratching of the surrounding bodywork.

As long as there is no claim under any other Section of this Policy any payment for glass replacement or repair will not affect Your No Claims Discount.

### What is not covered

An Excess of £50 of each claim.

You will not have to pay this Excess if the glass is repaired and not replaced.

## Section 11 – Foreign Travel

### What is covered

This Policy gives You and anyone entitled to drive Your Vehicle under Your current Certificate of Motor Insurance the full cover shown in the Schedule in any country in the Territorial Limits.

Your current Certificate of Motor Insurance is evidence that You have the cover needed by law in the Territorial Limits. You do not need a green card or a bail bond if You want to travel within the Territorial Limits.

If You want cover outside the Territorial Limits, You must tell Us. We may provide cover and You may need to pay an extra premium.

We will pay any customs duty if Your Vehicle is damaged and We cannot return it to the United Kingdom, the Channel Islands or the Isle of Man after a claim covered by this Policy.

### What is not covered

If after 60 days Your Vehicle does not return to United Kingdom, the Channel Islands or the Isle of Man (unless We have agreed to extend cover), cover will be limited to the minimum legal requirements to use Your Vehicle in that country. The minimum requirements of United Kingdom law will apply if these are higher than those of the country where You are using Your Vehicle.

## Section 12 – Loss of Vehicle Licence

### What is covered

Following the total loss of Your Vehicle due to an event covered by this Policy We will pay You the unused portion of the road fund licence if You are unable to make a recovery from the licensing authorities.

## Section 13 – Courtesy Vehicle Cover

### What is covered

A courtesy vehicle will be provided to You in the United Kingdom, the Channel Islands or the Isle of Man while Your Vehicle is being repaired by a Volkswagen Commercial Vehicle approved repairer following an accident or theft.

Subject to availability the courtesy vehicle will be of the same size as Your Vehicle and will be of a make and model from within the Volkswagen Commercial Vehicle range. Where a Volkswagen Commercial Vehicle is not available a vehicle of an alternative make will be provided.

A courtesy vehicle will not be provided where:

- You choose not to use a Volkswagen Commercial Vehicle approved repairer; or
- Your Vehicle is stolen and not recovered.

The supply of a courtesy vehicle may be subject to terms and conditions.

In addition, We will provide Policy cover in the United Kingdom, the Channel Islands and the Isle of Man for:

- any courtesy vehicle We give You as provided for by this Policy
- a vehicle Your motor trader gives You, up to 7,500 kg gross vehicle weight, while Your Vehicle is in a garage for service or repair.

## Section 14 – Out of Use

If Your Vehicle is in a private garage and not being used and if You ask and We agree to Your request We will suspend the Policy except for Section 4 (Fire and Theft Cover) from the date We receive the current Certificate of Motor Insurance.

## Section 15 – Emergency Accommodation and Travel Expenses

We will pay You and any person travelling in Your Vehicle up to £40 for any necessary overnight accommodation or to travel home if Your Vehicle is stolen or damaged as a result of an accident covered by this Policy.

## Section 16 – No Claims Discount

If You do not claim under this Policy during the Period of Insurance, We will give You a No Claims Discount on Your premium when You renew Your Policy until You reach the maximum amount.

If You make a claim under this Policy, Your No Claims Discount may be affected as shown in the table unless You have paid an additional premium to protect or guarantee the discount and the relevant Endorsement is shown on Your Policy Schedule.

Claim-free years	1st Claim	2nd Claim	3rd or more
1	Nil	Nil	Nil
2	Nil	Nil	Nil
3	1 Year	Nil	Nil
4	2 Years	Nil	Nil
5 or more Years	3 Years	1 Year	Nil

## Section 17 – Uninsured Drivers

### What is covered

If You make a claim following an accident and the driver of the other vehicle is not insured You will not lose Your No Claims Discount or have to pay any Excess as a result of that accident provided:

- We establish that the accident is not Your fault; and
- You are able to provide details of the other vehicle's make, model and registration number and the name and address of the person driving the other vehicle.

You may have to pay Your Excess when You first claim and You may also temporarily lose Your No Claims Discount. If subsequently We are satisfied that the accident was not Your fault We will repay Your Excess, reinstate Your No Claims Discount and refund any premium which may be due to You.

## Section 18 – Contractor's Plant and Tools

### What is covered

We will pay for loss or damage to contractor's plant and tools of all types belonging to You, held by You under a hire purchase agreement, leased by You or on loan to You when:

- in Your custody or control; or
- hired out by You under the standard conditions of The Construction Plant Hire Association within the United Kingdom, the Channel islands or the Isle of Man.

The most We will pay in respect of own plant and tools is £1,000.

### What is not covered

*We will not cover:*

- the first amount (Excess) of each claim as shown in Your Schedule
- loss or damage to any contractor's plant or tool caused by its own breakdown or explosion, but this does not apply to damage by any ensuing cause
- loss or damage to cutting edges, trailing cables or flexible pipes other than when such damage results from the total loss of the contractor's plant or tools
- loss or damage to any mechanically propelled vehicle:
  - licensed for road use, other than a vehicle designed or adapted primarily as a tool of trade
  - for which compulsory motor insurance is required by legislation
  - designed to be used as an aircraft, hovercraft or watercraft
- loss by disappearance or shortage discovered by routine or periodic inventory or stock taking
- loss of non driven contractor's plant or tools whilst unattended unless contained in:
  - Your Vehicle, which must be locked with all doors, windows and openings closed and secured, or
  - a locked building or locked storage unit
  - loss of driven contractor's plant or tools whilst unattended unless secured;
  - by a locked mechanical restraint or electronic immobiliser system, or
  - in a locked building or secure compound.



# Part B – Uninsured Loss Recovery, Legal Expenses and Motor Prosecution Defence

## Definitions

In addition to the words defined within 'The Meaning of Words' the following definitions also apply to this section.

Costs in part B means:

- the professional fees and expenses reasonably and properly charged by the Legal Representative on a Standard Basis, up to the standard rates set by the courts, which You cannot recover from Your opponent
- Your opponent's Costs in civil cases which You are ordered to pay by a court or which You pay to Your opponent with Our written agreement.

We will only pay Costs which We consider are necessary and in proportion to the value of Your claim.

We will only start to cover Costs from the time We have accepted Your claim in writing and appointed the Legal Representative.

The most We will pay for all claims arising out of any one event is £100,000.

### Legal Representative

The solicitor or other person appointed with Our agreement under part B of this Policy to represent You. At any time before We agree that legal proceedings need to be issued, We will choose the Legal Representative.

### Standard Basis

The assessment of Costs which are proportionate to Your claim.

## Uninsured Loss Recovery and Legal Expenses

### What is covered

We will pay the Costs of You taking legal action as a result of any road accident which causes the following:

- Your death or bodily injury while You are in, on or getting into or out of Your Vehicle
- damage to Your Vehicle
- damage to property which You own or are legally responsible for and which is in or on Your Vehicle.

We will provide this cover as long as:

- the claim is not covered under any other insurance
- the road accident happened within the Territorial Limits and within the Period of Insurance
- the claim will be decided by a court within the Territorial Limits
- there is a reasonable chance of recovering damages from Your opponent at all times.

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## What is not covered

*We will not cover:*

- any claim arising out of a contract You have with another person or organisation
- any claim for an event which is not covered under this Policy
- any claim which You report to Us more than six months after the road accident
- disputes between You and Us
- Costs We have not agreed to in writing
- Costs incurred before We have accepted Your claim in writing
- Costs You have paid directly to the Legal Representative or any other person without Our permission
- any VAT You can recover from elsewhere
- any application for a judicial review
- Any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise, interpret or deal with any date change
- any Costs covered by another section of this Policy or by any other insurance
- any claim or dispute that happens because You have deliberately, consciously, intentionally or carelessly failed to take all reasonable steps to avoid, prevent and limit that claim or dispute
- any fines or penalties.

## Motor Prosecution Defence

### What is covered

We will pay the Costs of defending Your legal rights (including making an appeal against Your conviction or sentence) after any event which results in criminal proceedings being brought against You for a breach of road traffic laws or regulations relating to You owning or using Your Vehicle.

We will provide this cover as long as:

- the claim is not covered under any other insurance
- the event that led to Your claim happened within the Territorial Limits and within the Period of Insurance
- the claim will be decided by a court within the Territorial Limits.

## What is not covered

*We will not cover:*

- parking offences for which You cannot get points on Your driving licence
- any criminal proceedings to do with driving while under the influence of drink or drugs
- any criminal proceedings where You do not have the necessary driving licence for Your Vehicle
- any criminal proceedings brought against You because You have allowed another person to use Your Vehicle
- any Costs or expenses You are ordered to pay by a criminal court
- any claim which You report to Us more than six months after the event that led to Your claim
- disputes between You and Us
- Costs We have not agreed to in writing
- Costs incurred before We have accepted Your claim in writing
- Costs You have paid directly to the Legal Representative or any other person without Our permission
- any VAT You can recover from elsewhere
- any application for a judicial review
- any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise, interpret or deal with any date change
- any Costs covered by another section of this Policy or by any other insurance
- any claim or dispute that happens because You have deliberately, consciously, intentionally or carelessly failed to take all reasonable steps to avoid, prevent and limit that claim or dispute
- any fines or penalties
- any claim for an event resulting in legal proceedings where You are accused of corporate manslaughter or corporate homicide.

### Conditions applicable to part B

If You do not keep to the conditions, We may cancel this section of the Policy and refuse any claim and withdraw from any current claim.

You must:

- give Us written details of Your claim along with any other supporting information We ask for
- make Your claim within six months of the date of the event which led to Your claim
- not appoint a Legal Representative
- follow the Legal Representative's advice and provide any information he or she asks for
- take every reasonable step to recover Costs and pay them to Us
- get Our written permission before making an appeal
- make sure that the Legal Representative keeps to the following conditions.

The Legal Representative must:

- get Our written permission before instructing a barrister or expert witness
- tell Us if, at any stage, there is no longer a reasonable chance of a successful defence, recovering damages or getting any other remedy
- tell Us immediately if the other party makes a payment into court or any offer to settle the matter
- report the result of the claim to Us when it is finished.

We will have the right to do the following:

- take over and conduct in Your name any claim or proceedings
- settle a claim by paying the amount in dispute
- appoint the Legal Representative in Your name and on Your behalf
- have any legal bill audited or assessed
- contact the Legal Representative at any time and have access to all statements opinions and reports
- end Your claim if, during the course of the claim We think there is no longer a reasonable chance of success. If You continue the claim and get a better settlement than We expected, We will pay Your reasonable Costs which You cannot recover from anywhere else
- settle the Costs covered by this part of the Policy at the end of the claim
- end Your claim and recover any Costs from You which We have already paid or agreed to pay if:
  - the Legal Representative reasonably refuses to continue acting for You because of any unreasonable act or failure to act by You; or
  - You unreasonably withdraw Your claim from the Legal Representative without Our agreement; and
  - We do not agree to appoint another Legal Representative to continue Your claim.



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### *Your agreements with others*

We will not be bound by any agreement between You and the Legal Representative or You and any other person or organisation.

### *Choosing the Legal Representative*

At any time before We agree that legal proceedings need to be issued We will choose the Legal Representative.

You can only choose the Legal Representative if We agree that legal proceedings need to be issued or if a conflict of interest arises which means that the Legal Representative cannot act for You. You must send his or her name and address to Us. If We agree to appoint a Legal Representative that You choose, he or she will be appointed on the same terms as We would have appointed Our chosen Legal Representative. We may decide not to accept Your choice of Legal Representative. If We do not agree with Your choice, the matter will be settled using the procedure noted under 'Disputes'.

When choosing the Legal Representative You must remember Your duty to keep the Cost of any legal proceedings as low as possible.

### *Disputes*

If there is a dispute between You and Us the matter may be referred to an arbitrator who We and You agree to. If We and You cannot agree on an arbitrator the President of the Law Society or the Chairman of the Bar Council will choose one.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either You or Us, the arbitrator will decide how You and We will share the costs.

### **Lawphone**

Your Uninsured Loss Recovery, Legal Expenses and Motor Prosecution Defence section includes access to Lawphone to give advice, 24 hours a day, 365 days a year, on any of Your business legal matters. The advice You get from Lawphone will always be according to the laws of the United Kingdom.

Lawphone: 0870 241 4140

When You call Lawphone please quote reference 36556.

You will then be asked for a brief summary of the problem and these details will be passed on to an adviser who will return Your call. We may record the calls to protect You.



### How to make a claim

If You need to claim for Uninsured Loss Recovery or Legal Expenses You must first make a valid claim on Your Vehicle insurance cover. Just call vehicle claims on 0844 893 9549.

When You call You will be asked for full details of the road accident. Please quote reference 36556.

If You need to claim for Motor Prosecution Defence call Lawphone on 0870 241 4140 and state that You are an Allianz Commercial Vehicle policyholder quoting reference 36556. You will be asked for a brief summary of the problem and these details will be passed to an advisor who will call You back. We will send You a claim form. Fill in the claim form and send it to:

The Claims Department, Allianz Legal Protection  
Redwood House, Brotherswood Court  
Great Park Road, Bradley Stoke  
Bristol  
BS32 4QW

We will contact You once We have received the claim form.

Your Uninsured Loss Recovery Legal Expenses and Motor Prosecution Defence Policy section includes access to one of Our approved specialist solicitors if Your claim is covered. You must not appoint a solicitor yourself.

If You have already seen a solicitor before We have accepted Your claim, We will not pay any fees or other expenses that You have incurred. If Your claim is covered, We will appoint the Legal Representative that We have agreed to in Your name and on Your behalf and will only start to cover the Costs from the time We have accepted Your claim and appointed the Legal Representative.

## Section 19 – General Conditions

Applying to all parts of the Policy.

### 1. Reasonable precautions

You must take all reasonable precautions to protect Your Vehicle from loss and damage and to keep it in a good roadworthy condition. You must let one of Our authorised representatives inspect Your Vehicle at any reasonable time.

### 2. Keeping to the terms of the Policy

We will only give You the cover described in this Policy if:

- any person claiming has met all the conditions as far as they apply
- declarations made and information given to Us orally, electronically, in writing and in the Personal Details Form forming the basis of this Policy, are complete and correct as far as You know
- You pay the premium or any agreed premium instalment when We ask.

### 3. Compulsory insurance

If the law of any country in which this Policy covers You says We must pay a claim which We would not otherwise have paid, We are entitled to recover such payments from You or the person who is liable.

### 4. Claims

You must tell Us as soon as reasonably possible about any accident or claim and give Us any information We may need without delay.

If Your Vehicle is on lease hire or hire purchase We may be required to make Our payment to the lease hire or hire purchase company. In that event Our payment will be in full and final settlement of Our liability under Section 4 (Fire and Theft Cover) or 5 (Accidental Damage Cover) of this Policy.

You must not pay or offer or agree to pay any money or admit liability or settle any claim without Our permission.

We can in Your name:

- take over and defend or settle a claim
- take over proceedings at Our own expense and benefit to get back any payment We have made under this Policy.

You must co-operate with Us at all times.

continued overleaf

## **5. Reflection period**

You may cancel this Policy within 14 days of the date You receive it (or for renewals You may cancel this Policy within 14 days of the Policy renewal date). You can do this by returning the Certificate of Motor Insurance to Us. If You choose to do this You are entitled to a refund of the premium You have paid for this insurance.

We will charge a pro rata premium subject to a minimum premium of £15 (plus Insurance Premium Tax) except where an incident has occurred which may give rise to a total loss claim, in which case the full annual premium may be payable to Us.

## **6. Cancelling Your Policy**

We may cancel this Policy by sending seven days notice in writing to You at Your last known address and in the case of Northern Ireland to the Department of the Environment for Northern Ireland. If this happens You must by law return Your current Certificate to Us.

We will return the premium for the part of the Policy that You have not yet used unless You have made a claim during the Period of Insurance.

You may cancel this Policy by returning the current Certificate of Motor Insurance to Us.

### *Return premium*

We will not refund Your premium if You have made a claim during the Period of Insurance or You have taken out a Policy to provide less than one year's cover.

Any refund will be based on the date You return the current Certificate of Motor Insurance to Us.

If You cancel the Policy before the first renewal date, We will refund the part of the premium You have not yet used less a charge of £50.

If You cancel Your Policy after the first renewal date, We will refund the part of the premium You have not yet used less a charge of £15.

## **7. Fraud**

If You make a claim which is at all false or fraudulent, or support a claim with any false or fraudulent statement or documents, You will lose all benefits and premiums You have paid for this Policy. In addition We may recover any sums paid under this Policy.

If You fraudulently provided Us with false information, statements or documents We may record this on anti-fraud databases, We may also notify other organisations. The Data Protection Act Notification details issued with Your Schedule provides additional information.

## **8. Theft and malicious damage notification**

You must report any theft, attempted theft or malicious damage to the police as soon as reasonably possible.

## **9. Automatic renewal**

If You pay Your premium by Our instalment plan, when Your Policy is due for renewal We will renew it for You automatically. This saves You the worry of remembering to contact Us prior to the renewal date. We will write to You before the Policy expires with full details of Your next year's premium and Policy conditions. We will also issue You with a new Certificate of Motor Insurance.

If You do not want to renew this Policy, all You need to do is return the Certificate of Motor Insurance issued with Your renewal documents to Us marked lapsed. If the Certificate of Motor Insurance is received after the renewal date We will follow the procedures laid out in General Condition 6, Cancelling Your Policy.

Should We decide that We will not renew Your Policy We will notify You in writing prior to the renewal date.

The automatic renewal process only applies if the premium is paid by Our instalment plan.

## **10. Choice of law**

Unless We agree otherwise:

- the language of this Policy and all communications relating to it will be in English
- English law will apply to the contract of insurance.

## **11. Changing Your details**

You must tell Us immediately about any changes that may affect Your Policy cover. Here are some of the changes You must tell Us about:

- You changing Your Vehicle
- changes You make to Your Vehicle that make it different from the manufacturer's standard United Kingdom specification
- You want to use Your Vehicle for a purpose not permitted in Your Certificate of Motor Insurance
- You become aware of a medical or physical condition of any driver which may affect their ability to drive
- You or any other driver covered by Your Policy are convicted of a criminal or motoring offence including fixed penalty offences
- You change Your address or where You normally keep Your Vehicle
- You or any driver covered under this Policy change occupation, including any part-time work
- You want someone to drive Your Vehicle who is not insured under this Policy
- You purchase an additional vehicle.

This is not a complete list and You should contact Us if You are unsure whether a change of circumstances may affect Your Policy.

When You tell Us of a change of details We will reassess the premium and terms of Your Policy. You will be informed of any revised premium or terms and asked to agree before any change is made.

To reduce Costs We will not make small refunds or charge small additional premiums for the period from the date of the change to the renewal date of Your Policy. In some circumstances We may not be able to continue Your Policy following the changes. Where this happens You will be advised and this Policy will be cancelled in line with the provisions of General Condition 6, Cancelling Your Policy.

## **12. Payment of premium**

If You fail to pay Your premium or any premium instalment We may cancel Your Policy and refuse Your claim or take the balance of any outstanding premium due to Us from any claim payment We make to You. This may mean that We fulfil Our obligations to any claim against Your Policy by a third party but seek full recovery of any sum paid under Your Policy from You. This may include the instruction of solicitors or other recovery agents.

## **13. Other policies**

We will not make any payment if there is cover under any other insurance.

## **14. Joint insured**

If more than one company or individual is named as the insured in Your Schedule this Policy shall apply jointly and individually to all such companies and individuals. The total limit of liability under this Policy in respect of any one occurrence or series of occurrences will not exceed any limit of indemnity stated under this Policy.

## **15. Rights of parties**

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy.

This does not affect any right or remedy of a third party which exists or is available apart from that Act.

## Section 20 – General Exclusions

Applying to all parts of the Policy.

This Policy does not cover the following unless We have to provide cover to meet the requirements of any compulsory motor insurance legislation in force within the Territorial Limits of this Policy.

### 1. Who uses the vehicle

We will not cover any claim or damage arising while Your Vehicle is being:

- driven by anyone who is not mentioned in the 'Persons or classes of persons entitled to drive' section noted in the current Certificate of Motor Insurance
- used for a purpose which is not shown or is excluded on the current Certificate of Motor Insurance
- driven by someone who does not have a valid driving licence or is breaking the conditions of their driving licence.

However, this exclusion does not apply:

- to the cover given to You (and to no other person) under Section 1 (Your Liability to Others) while Your Vehicle is being used without Your authority or by a Motor Trader for service or repair
- to claims under Section 4 (Fire and Theft Cover) arising through theft or attempted theft, provided You are prepared to help the police with any prosecution
- to claims under Section 5 (Accidental Damage Cover) while Your Vehicle is being used without Your authority or by a Motor Trader for service or repair
- where a licence to drive is not required by law.

### 2. War and other hostilities

We will not cover loss, damage, injury or liability as a result of:

- war, invasion, act of foreign enemy, hostilities (whether war be declared or not)
- military force or coup, civil war, rebellion or revolution
- use of Your Vehicle in a country where the Foreign and Commonwealth Office or its successor has advised against 'all travel'.

### 3. Riot

We will not cover any loss, damage or liability other than cover for Your liability to others caused by riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands.

### 4. Radioactivity

We will not cover loss or damage or legal liability directly or indirectly caused by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste
- the radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.

### 5. Airside/Airfield

We will not cover liability caused by using any vehicle on any part of an aerodrome, airport, airfield or military base where aircraft can go.

### 6. Contracts

We will not cover any loss, damage or liability as a result of an agreement or contract unless We would have been responsible anyway.

### 7. Pollution

We will not cover any loss, damage or liability caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident which happens during the Period of Insurance.

### 8. Earthquake and underground fire

We will not cover loss, damage, injury or liability as a result of earthquake or underground fire outside Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, or any other member country of the European Union.

## Complaints Procedure

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

Please contact Us at:  
Customer Satisfaction Manager  
Volkswagen Commercial Vehicle Insurance  
2530 The Quadrant,  
Aztec West,  
Almondsbury,  
Bristol BS32 4AW.

Telephone 0800 197 9944.

E-mail: [customersatisfaction@insurewithvwc.co.uk](mailto:customersatisfaction@insurewithvwc.co.uk)

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

## Financial Services Compensation Scheme

If Allianz is unable to meet its liabilities You may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) by e-mailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0207 892 7300.

## Assistance Card and Helpline Telephone Numbers

To report a claim, we suggest that you keep this card with you or in your van. You may find it useful to add the helpline numbers into your mobile phone and keep the policy in your van's glovebox.

Customer service opening hours:  
Monday – Friday 8 am – 9 pm, Saturday 9 am – 5 pm  
Claims helpline opening hours:  
Monday – Friday 8 am – 6 pm, Saturday 9 am – 1 pm  
Calls may be recorded and monitored.

Calls provided by BT will be charged at up to 4p per minute at all times.

A call set-up fee of 3p per call applies to calls from residential lines. Mobiles and other providers charges may vary. Costs can be checked with your network provider. Prices correct at time of printing.

Write your policy number here:

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Customer service helpline	<b>0844 391 4116</b>
Claims helpline	<b>0844 893 9549</b>
Accident recovery	<b>0800 777 130</b>
Legal helpline	<b>0870 241 4140</b>
European helpline	<b>+44 (0)20 8603 9430</b>

**Volkswagen Commercial Vehicle Insurance is a trading name of Volkswagen Insurance Service (Great Britain) Limited, an appointed representative of Volkswagen Financial Services (UK) Limited, Brunswick Court, Yeomans Drive, Blakelands, Milton Keynes MK14 5LR.**

**Volkswagen Commercial Vehicle Insurance is sold, underwritten and administered by Allianz Insurance plc registered in England no 84638.**

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Details of authorisation can be checked on the FSA's register by visiting the FSA's web site: [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on **0845 606 1234**.

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