

PETER JAMES INSURANCE



772 Hagley Road West, Oldbury, West Midlands B68 0PJ
Telephone: **0121 506 6040** Email: info@peterjamesinsurance.co.uk
www.peterjamesinsurance.co.uk

Commercial Vehicle Motor Insurance

**Please read this insurance document carefully
to make sure it meets your needs.**

Keep this insurance document in a safe place.

Arranged by
Peter James Insurance

This is your commercial vehicle motor insurance document. Read this booklet, the schedule and certificate carefully and keep them in a safe place. If you have any questions about any of your specialist motorcycle insurance documents, contact Peter D. James Limited. If this insurance does not meet your needs, please return all the documents to Peter D. James Limited, at the address shown on the front of this booklet, within 14 days of receiving them. We will return any premium you have paid less:

- a charge for the number of days you have had cover for plus insurance premium tax; or
- £25 plus insurance premium tax;

whichever is more.

If you want to cancel your cover after 14 days, the cancellation terms set out in the general conditions of this policy (see page 22) will apply. Unless we have agreed otherwise with you, English law will govern this insurance.

Our promise to you

We aim to provide a first-class service.

If you have cause to complain, or you feel that we have not kept our promise, please write to our Joint Managing Director at Peter James Insurance. You will receive acknowledgement on receipt of your letter, with details of who will be dealing with your complaint.

If your complaint is about your insurance or your insurer, write to the Chief Executive of the insurer named in your schedule against the relevant section. (Peter James Insurance can supply the relevant address on request.) When you do this please quote your insurance document number as it will help us to deal with your complaint promptly.

If your complaint is about your Peter James Insurance our aim is to resolve all complaints within eight weeks of receipt.

If your complaint is about your insurance or your insurer they will acknowledge your complaint and advise their complaints handling procedure.

If your insurance is at Lloyd's and you are still not satisfied with the way your complaint has been dealt with, you may ask the Complaints Department at Lloyd's to review your case.

The address is:

Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA. Tel 020 7327 5693, Fax 020 7327 5225, Email: Complaints@Lloyds.com

If you are not satisfied you may be able to refer your complaint, at any time to:

Financial Ombudsman Service

South Quay Plaza II

183 Marsh Wall

London E14 9SR

Phone 0845 080 1800

These actions do not affect your rights to take legal action if necessary.

Commercial vehicle motor insurance

This document is a legally binding contract of insurance between you (the insured) and us (the insurer). The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. We may cancel or change any part of the contract without getting anyone else's permission. The contract is based on the information you provided in your signed proposal form or statement of insurance. We have agreed to insure you under the terms, conditions and exceptions contained in this booklet or in any endorsement applying to this booklet. The insurance provided by this document covers any liability, loss or damage that happens during any period of insurance for which you have paid, or agreed to pay, the premium.

If this insurance is provided by underwriters at Lloyd's, each underwriter is only liable for their own share of the risk and not for each other's share. You may ask for the names of the underwriters and the share of the risk each has taken on.

Signed for and on behalf of the insurers



by Peter James
Managing Director
Peter James Insurance

Peter James Insurance is the trading name of Peter D. James Limited. Peter D. James Limited is authorised and regulated by the Financial Conduct Authority. Their registration number is 452647. You can phone the Financial Conduct Authority on 0800 111 6768 or visit their website, which includes a list of all regulated firms, at www.fca.org.uk/register.

Peter D. James Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and circumstances of the claim.

Further information about compensation scheme arrangements is available from the FSCS website (www.fscs.org.uk)

Guidance notes

These guidance notes are to help you to understand your insurance. They do not form part of the contract. In all situations you must read the guidance notes with the main text in this document.

This document is a contract of insurance between you and us.

We rely on the information you supply. If that information is not accurate or complete, you may not be covered by this insurance.

Remember - you must tell us about any change in the information you have supplied or any change you want us to make to the document. If you don't, you may not be covered by this insurance.

Data protection notice

It is a condition of this insurance that you read and accept the terms in this data protection notice. You should show this notice to anyone covered by the insurance.

This notice explains how we may use your details and tells you about the systems and lists we (and others) have in place to detect and prevent fraud. You must tell us about any incident (such as an accident, fire or theft), whether or not you will make a claim. When you tell us about an incident, we will pass information about it to the relevant agencies. We may search the databases held by those agencies when you apply for insurance or make a claim.

We may record phone calls you make to us and use the recordings to prevent fraud, for staff training and for quality-control purposes.

Motor Insurance Database

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers Bureau (MIB). The DVLA and DVLNI may use information from the MID for Electronic Vehicle Licensing, and the Police may search the database to find out who is insured to drive a vehicle and to prevent and detect crime. If you are involved in an accident (in the UK or abroad), other UK insurers and the Motor Insurers Bureau may search the MID.

People with a valid claim after a road traffic accident (including people living in other countries) may also get relevant information which is held on the MID.

You can find out more about this from us or by visiting www.askmid.com.

You should show this notice to anyone insured to drive the vehicle insured under this policy.

Preventing and detecting fraud and claims history

Fraudulent insurance applications and claims increase premiums for all policyholders. To prevent and detect insurance-related fraud, at any time we may check your details with fraud-prevention agencies and databases including the Claims and Underwriting Exchange, the MID, Insurance Hunter, the Credit Industry Fraud Avoidance System and the Motor Insurers Anti Fraud and Theft Register.

If you give us false or inaccurate information and we suspect fraud, we will record this. It is important that you give us accurate information. We and other organisations may also use and search these agencies and databases to do the following.

- Help make decisions about credit and credit-related services for you and members of your household.
- Help make decisions on applications for motor, household, credit, life and other insurance.
- Help make decisions on claims for you and other drivers under this insurance.
- Check your identity to prevent money laundering, unless you give us other satisfactory proof of your identity.

If you have any questions, or would like more information about this notice, please write to The Compliance Manager, Peter D. James Limited, 772 Hagley Road West, Oldbury, West Midlands B68 0PJ

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Guidance notes

The words or phrases shown opposite have the same meaning whenever they appear in this document, the certificate of motor insurance, the schedule and any endorsements.

Definitions

We, us

The insurer named on both the schedule and the certificate of motor insurance.

You

The person named as 'the insured' in the schedule and as 'the policyholder' in any certificate of motor insurance or renewal notice applying to this insurance.

Your vehicle

The insured vehicle specified in the schedule or described in the current certificate of motor insurance.

Schedule

The document showing the vehicle we are insuring, the cover which applies, the insured, the insurer, the document number, the premium and any endorsement that applies. The latest schedule forms part of the contract of motor insurance.

Certificate of motor insurance

A document which is legal evidence of your insurance. The certificate forms part of the contract of motor insurance and must be read with this document.

Articulated vehicle

A goods vehicle made up of a cab with an engine and one trailer.

A trailer

A trailer, semi-trailer or container used for carrying goods but which cannot be driven by itself.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands (Jersey, Guernsey and Alderney).

Endorsement

A change in the terms of this insurance. An endorsement replaces the relevant wording in this document and is printed on, or issued with, the most recent schedule.

Excess

An amount you must pay towards the cost of a claim under this insurance.

Period of insurance

The period covered by this insurance (as shown in the schedule) and any further period we accept your premium for.

Cover

The cover you have

Your schedule shows you what cover you have. The different types of cover, and the sections that apply to each type of cover, are listed below.

- Comprehensive - all sections apply.
- Third party, fire and theft - section 1, section 2 (except accidental or malicious damage and vandalism) and section 3 apply.
- Third party only - sections 1 and 3 apply.

The general terms, conditions and exceptions apply to all sections of this insurance.

Use

The insurance covers your vehicle only if it is being used in the way specified in your certificate of motor insurance or any endorsement that applies.

The following uses are not covered.

- Racing, pacemaking, being in any contest or speed trial, or any reliability testing on your vehicle (apart from road-safety rallies and treasure hunts).
- Any purpose connected with the motor trade, unless this use is described as allowed in your certificate.
- Hiring out your vehicle, unless this use is described as allowed in your certificate.

Guidance notes

Our liability under this insurance depends on the cover we have agreed to give you, as long as you have paid all the premium due to date.

Important

The certificate of motor insurance describes what you can use your vehicle for.

Guidance notes

This section shows the cover provided for claims other people make against you and other insured people for injury to them or damage to their property as a result of incidents involving your vehicle.

This part covers:

- other people driving your vehicle with your permission (if shown on the certificate); and
- passengers.

The most we will pay for a claim for property damage is £2,000,000.

If anyone insured dies, cover will be provided for a legal representative.

Section 1 - Liability to others

Driving your vehicle

We will insure you for all the amounts you may have to pay for:

- death of or bodily injury to any other person; or
- damage to property;

as a result of any accident you have while you are driving, using or in charge of your vehicle or while you are loading or unloading your vehicle.

Other people driving or using your vehicle

The following people are also insured.

- Any person you allow to drive or use your vehicle, as long as this is allowed by your current certificate of motor insurance and has not been excluded by an endorsement, exception or condition.
- Any person who causes an accident while travelling in or getting into or out of your vehicle, as long as you ask us in writing, after the accident, to cover the person.

Limits of indemnity to property damage

The most we will pay for damage to property including any direct or indirect loss or damage is £2,000,000 for any one claim or claims arising out of one incident.

If a claim for property damage is made against more than one person covered by this insurance, we will first deal with any claim made against you.

If a number of claims are made against you for property damage arising out of any one cause, we may pay you up to £2,000,000, less any amount we have already paid as compensation.

When we pay this amount, we will not take any further action connected with settling claims from that one cause.

We will pay any legal costs and expenses that have been run up with our permission, up to the time we stop dealing with the claims

Legal personal representatives

After the death of anyone who is covered by this insurance, we will deal with any claim made against that person's estate, as long as the claim is covered by this insurance.

Costs and expenses

Legal costs

If we first agree in writing, we will pay:

- solicitor's costs for anyone we insure to be represented at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction;
- reasonable costs for legal services to defend anyone we insure against any prosecution arising from any death; and
- all other legal costs and expenses we agree to.

We will only pay these legal fees if they arise from an accident that is covered under this insurance.

Emergency medical treatment

We will pay for emergency medical treatment that is needed after an accident involving any vehicle which this insurance covers.

If this is the only payment we make, it will not affect your no-claim bonus.

European Union (EU) compulsory cover

We will provide the minimum insurance needed by the relevant law to allow you to use your vehicle:

- in any country which is a member of the EU; and
- in any other countries which have made arrangements to meet the insurance conditions of, and are approved by, the Commission of the European Union.

If you need the full cover shown in your schedule while you are abroad, you must tell us about any journey abroad that you are going on. You must pay an extra premium for the cover (see section 3 - Foreign use on page 15).

Guidance notes

We will pay the solicitor's fees for representing or defending anyone we insure. If any person covered by this insurance is charged with causing death while driving, we will arrange and pay for their defence.

We will pay any legal costs and expenses we have agreed to.

We will pay the compulsory fee for emergency medical treatment after an accident.

This policy automatically provides the minimum cover you need to use your vehicle in all countries in the European Union and in certain other countries. The minimum cover varies from country to country.

To make sure you have the full cover shown in your schedule, you should contact us so we can arrange to extend your cover. (See section 3, Foreign use for more details.)

Guidance notes

Under this section you can tow a caravan, trailer or broken-down vehicle. You are only covered for claims made against you, not claims you make.

- There is no cover for loss of or damage to the caravan, trailer or broken-down vehicle.
- There is no cover for loss of or damage to the property in or on the caravan, trailer or broken-down vehicle.
- You must not receive a payment for towing the caravan, trailer or broken-down vehicle.
- You must not tow more than the number of trailers allowed by law.
- You must only be towing one caravan, trailer or broken-down vehicle.
- The caravan, trailer or broken-down vehicle must be properly fastened to your vehicle.
- The way you are towing the caravan, trailer or broken-down vehicle must meet the manufacturer's guidelines and any relevant law.

Towing

Under this section we will insure you while any vehicle covered by this insurance is towing a caravan, trailer or a broken-down vehicle (as allowed by law).

We will not pay any claim arising from the following.

- Damage to or loss of the towed caravan, trailer or broken-down vehicle.
- Damage to or loss of any property being carried in or on the towed caravan, trailer or broken-down vehicle.
- A caravan, trailer or broken-down vehicle being towed in return for a payment.
- Towing more trailers than the number allowed by law.
- More than one caravan, trailer, or broken-down vehicle being towed at a time.

We will only provide this cover if:

- the caravan, trailer or broken-down vehicle is properly secured to your vehicle by towing equipment made for that purpose; and
- the method of towing the caravan, trailer or broken-down vehicle stays within the manufacturer's recommended towing limits and any other relevant law.

Exceptions to section 1

This section of your insurance does not cover the following.

- Anyone who can claim for the same loss from any other insurance.
- Loss of or damage to any property belonging to (or in the care of) anyone we insure and who is making a claim under this part of the insurance.
- Loss of or damage to any vehicle covered under this insurance.
- Death of or injury to any person arising out of, and in the course of, their work for you or any other person claiming under this insurance. This does not apply if we need to provide cover under a relevant law.
- Death, injury or damage arising out of spraying crops.
- Death, injury or damage arising off the road as a result of anyone apart from the driver or an attendant loading or unloading your vehicle.

Guidance notes

We do not have to provide cover or settle claims under section 1 if any person claiming under this insurance:

- can claim for the same loss from any other insurance;
- is claiming for loss of or damage to any insured vehicle or property belonging to them;
- is claiming for death of or injury to any employee during the course of their work other than accidents the Road Traffic Act applies to;
- is claiming for death, injury or damage arising from any form of crop spraying; or
- is claiming for death, injury or damage occurring while anyone other than the driver or an attendant is loading or unloading your vehicle off the road.

Guidance notes

Under this section we will provide cover when your vehicle suffers loss or damage caused by the events shown opposite.

Your vehicle's accessories or spare parts are also covered.

For loss of or damage to audio, visual and phone equipment we will pay up to £400 in total for items which are not fitted as standard by the manufacturer. (Cover is unlimited for items which are the manufacturer's standard fitted equipment.)

We will also pay for loss of or damage to any trailer of an articulated vehicle, as long as the value of both vehicles is not greater than the amount shown on the schedule.

These are the ways we may settle your claim.

The market value of your vehicle is the cost of replacing it with one of the same make, model, age, type and condition.

We will not pay for any part of a repair or replacement which leaves the vehicle in a better condition than it was in before.

Section 2 - Loss of or damage to your vehicle

This cover only applies to your vehicle

We will insure your vehicle against loss or damage caused by:

- accidental or malicious damage and vandalism;
- fire (including your vehicle bursting into flames), lightning and explosion; or
- theft or attempted theft, or your vehicle being taken away without your permission.

Accessories and audio, visual or phone equipment

Your vehicle's spare parts and fitted accessories are insured in the same way, as long as they are used only with your vehicle, are kept in or on your vehicle, and fall within the maximum amount we pay as shown on the schedule.

Audio, visual and phone equipment permanently fitted in your vehicle is also insured against loss or damage, but we will only pay the market value of the equipment at the time of the loss or damage. We will only pay up to **£400** for items which are not fitted as standard by your vehicle's manufacturer. This cover does not include loss of or damage to television sets, cassettes or accessories used with the audio, visual or phone equipment.

Articulated vehicles

If your vehicle is an articulated vehicle, we will also insure any trailer against loss or damage while it is attached to the vehicle, or temporarily detached, during a journey.

If the combined value of the cab and trailer is greater than you last told us (and we accepted), we will pay only the value shown in the schedule.

For a claim under this section we may either:

- pay for the damage to be repaired;
- pay an amount of cash for you to replace the lost or damaged item; or
- replace the lost or damaged item.

You must first pay any excess shown in the schedule.

The most we will pay will be either:

- the market value of your vehicle (including its accessories and spare parts) immediately before the loss, up to the value shown in the schedule; or
- the cost of repairing the vehicle; whichever is less.

We will not pay the cost of any repair or replacement which improves your vehicle or accessories to a better condition than they were in before the loss or damage. If this happens, you must make a contribution towards the cost of the repair or replacement. This contribution would be on top of any excess you have to pay.

Transport after an accident

If your vehicle cannot be driven after an accident, we will pay the reasonable cost (where necessary) of taking your vehicle to the nearest suitable repairer and returning it to your last known address after the repair. Do not try to move the vehicle if this could increase the damage. If unnecessary damage is caused as a result of you trying to move your vehicle, we will not pay any extra cost arising from that damage.

Repairs

If your vehicle is damaged in a way which is covered by this insurance, get an estimate and immediately send it to Peter James Insurance, with a full report of the incident, so we can agree whether the repairs be start.

Write-off (total loss)

If your vehicle is considered to be a write-off (that is, if the cost of repairs is greater than the market value of the vehicle), we will offer you an amount as compensation. This insurance for your vehicle will end when you accept that offer. If we ask, you must return the certificate of motor insurance and the schedule before we pay the compensation. The vehicle then becomes our property. We may decide to let the insurance continue on a replacement vehicle.

Storing the vehicle after it becomes a write-off

If your vehicle is considered to be a write-off, we may store it in a safe place while we are arranging to pay you.

Guidance notes

If your vehicle cannot be driven after an accident, we will pay the cost of removing it to the nearest repairer.

This section shows you what you have to do if your vehicle needs repairing after an accident.

If your vehicle becomes a write-off and we offer you a payment, the insurance will end for that vehicle when you accept the payment.

The insurance cover can be transferred to a replacement vehicle if we give our permission.

We may move the vehicle to a secure place while we are settling your claim.

Guidance notes

If the vehicle is a write-off and it belongs to someone else (including a hire-purchase or leasing company), we may settle the claim directly with them.

This section provides cover for damage to glass in the windscreen or windows, including the cost of supplying and fitting. This section also covers scratches to the bodywork as a result of this type of damage. You should phone the windscreen emergency helpline shown in the list of emergency helplines sent with your insurance documents if your windscreen or windows need repairing or replacing.

Financial interest

If the vehicle is a write-off and it belongs to someone else or is under a hire-purchase or leasing agreement, we will normally pay up to the market value of the vehicle to the vehicle's legal owner.

Windscreen damage (comprehensive cover only)

You may claim for damage to your vehicle's windscreen or windows and for any bodywork scratched by broken glass from the window or windscreen. This benefit does not apply to damaged sun roofs, roof panels, lights or reflectors whether glass or plastic.

- If the repair or replacement is carried out by a windscreen repairer approved by us, you will have unlimited cover and will only have to pay the first £50 of each claim. You should phone the windscreen helpline shown in the list of emergency helplines we sent with your insurance documents.
- If the repair or replacement is carried out by any other repairer, you will have unlimited cover but you will have to pay the first £100 of each claim.

If we pay under this part, this will not affect your no-claim bonus.

Excesses

If an excess is shown for this section in the schedule, you have agreed to pay that amount towards each and every claim for loss or damage.

Extra excesses for young or inexperienced drivers

If your vehicle is damaged while a young or inexperienced person (including you) is driving, you will have to pay the relevant amount shown below, on top of any other excesses which you may have to pay towards a claim.

Age of driver

	Amount
■ Under 21	£300
■ 21 to 24	£200
■ 25 or over and has held a full UK or EU licence for less than 12 months, or holds a provisional licence or a full licence issued by a country outside the European Union.	£200

You will not have to pay the amounts shown above if the loss or damage is caused by fire or theft.

When your vehicle is being serviced

The cover provided under this section will still apply when your vehicle is being serviced or repaired. While the vehicle is in the hands of the motor trade for a service or repair we ignore any restrictions on driving or use (as shown in your certificate of motor insurance) as long as the person servicing or repairing your vehicle concerned holds a full UK or EU driving licence.

Guidance notes

An excess is the amount you must pay towards every claim for loss of or damage to your vehicle.

These extra excesses are added to any other excesses which apply.

When your vehicle is with the motor trade for servicing or repair, you continue to have the cover provided under section 2 (Loss of or damage to your vehicle).

Guidance notes

Important - there are certain circumstances which are not covered and these are shown opposite.

It is important that you take all reasonable measures to avoid loss or damage, such as removing your keys from the ignition when no-one is looking after your vehicle. (For example, do not leave the keys in the ignition when paying for fuel, or leave the vehicle with the engine running.) Also make sure that any immobiliser or alarm system is turned on.

Exceptions to section 2

This section of your insurance does not cover the following.

- The amount of any excess shown in the schedule or on the insurance documents, or both.
- An amount as compensation for you not being able to use your vehicle (including the cost of hiring another vehicle).
- Wear and tear of your vehicle.
- Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment.
- The vehicle's value reducing, including loss of value as a result of damage, whether repaired or not.
- Repairs or replacements which improve the condition of the vehicle.
- Damage to tyres, unless caused by an accident to your vehicle.
- Damage due to liquid freezing in the cooling system, unless you have taken reasonable precautions as set out in the vehicle manufacturer's instructions.
- Loss of or damage to accessories unless they are permanently fitted to your vehicle.
- Any extra cost due to any parts or replacements not being available from stock held in the United Kingdom.
- Loss or damage by someone getting your vehicle by fraud or deception.
- Loss resulting from the vehicle being repossessed and returned to its rightful owner.
- Loss of or damage to your vehicle, its accessories and spare parts or its contents by theft or attempted theft, or by a person taking and driving it without your permission, if:
 - it has been left unlocked;
 - it has been left with the keys in it;
 - it has been left with the windows, sunroof or roof panel open;
 - it is a convertible vehicle and the roof has been left open; or
 - reasonable precautions have not been taken to protect your vehicle.

Section 3 - Foreign use

If we agree to cover you abroad, and you pay us any extra premium we ask for, we will extend cover so that the following benefits apply.

■ Insurance cover

This insurance is extended to apply to claims arising:

- in any country which we have agreed to provide cover for; and
- while your vehicle is being transported (including loading and unloading) between ports in countries where you have cover, as long as the vehicle is being transported by rail or by a recognised sea route, for 65 hours or less.

■ Customs duty

If your vehicle suffers any loss or damage covered by this insurance while it is in a country we have agreed to provide cover for, we will refund any customs duty you have to pay after temporarily importing your vehicle into any of the countries where you have cover.

Guidance notes

This section describes the cover available if you take your vehicle abroad.

Unless we agree to extend your insurance, the cover is limited to the minimum cover you need under the law of the relevant country (see section 1 - Liability to others). If, under the law of any country, we have to settle a claim we would not otherwise have paid, we may claim this amount back from you or from the person who made the claim.

If you are going to be travelling abroad, contact Peter James Insurance before your trip to arrange for us to provide cover in certain countries and when your vehicle is travelling by rail or sea between those countries.

If your vehicle suffers any loss or damage that is covered by this insurance, and the vehicle is in a country where you have cover, we will refund any customs duty you pay to temporarily import your vehicle.

When travelling abroad, you must take your certificate of motor insurance with you.

Guidance notes

Your renewal premium will automatically be reduced each year if you do not make a claim.
The largest discount you can get is 60%.

This is a 'no-claim bonus' and not a 'no blame bonus'. If you make a claim for an event which is not your fault and we have to make a payment, this will affect your no-claim bonus unless we can recover our expenses from the person responsible for the event.

If two or more claims arise in any period of insurance, you will lose any no-claim bonus you have.

You cannot transfer your no-claim bonus to someone else.

Claims made just for glass damage or emergency medical treatment do not affect your no-claim bonus.

General terms

No-claim bonus

If you do not make a claim under this insurance for a period as shown below, we will reduce your premium at the next renewal as follows.

Number of years with no claim

Reduction

One year	20%
Two years	30%
Three years	40%
Four years	50%
Five or more years	60%

If you make only one claim in any period of insurance, any no-claim bonus which you have earned will be reduced at your next renewal as follows.

- From 60% or 50% to 30%
- From 40% to 20%
- From 30% or 20% to 0%

If you make two or more claims in any period of insurance, you will lose your no-claim bonus. If more than one vehicle is covered by this insurance, we will assess the no-claim bonus separately for each vehicle. This means that we could give, reduce or take away a no-claim bonus for one vehicle but not another. Following a write-off, if the insurance is transferred to a replacement vehicle, the no-claim bonus will not apply to that vehicle unless we agree otherwise.

Your no-claim bonus cannot be transferred to another person.

Glass damage (comprehensive cover only)

If the only claim you make is for broken glass in your vehicle's windscreen or windows, including bodywork scratched by the broken glass, it will not affect your no-claim bonus.

Emergency medical treatment

Any payments we make for emergency medical treatment will not affect your no-claim bonus.

General terms

When your vehicle is not being used

If you have insurance cover under section 2 and:

- you will not be able to use your vehicle for more than 30 days in a row (as long as this is not because of loss or damage you are claiming for); and
 - the vehicle will not be on a public road or other public place;
- the cover provided by this document can be reduced to cover loss or damage by fire or theft only. We will return part of your premium to take account of the limited cover. We will work out the refund from the date we receive the certificate of motor insurance.

Changing or adding a vehicle to this insurance

If you change the vehicle covered by this insurance or get another vehicle that you want the cover to apply to, you must tell Peter James Insurance before the cover can start. They will send you a cover note or new certificate of motor insurance. You are not insured until they have issued the cover note or new certificate. They may ask you to return your old certificate of motor insurance. They will give you advice on any change in premium and will send you a new schedule.

Removing a vehicle or cancelling the insurance

If you do not need the insurance cover any more, the cover will automatically end when you return the certificate of motor insurance to Peter James Insurance, unless you ask us to provide cover for fire and theft.

Uninsured loss recovery

If you have insurance under which you can recover any losses which are not covered under this insurance (such as your excess), you must tell us about any payments you receive that are connected with any claim under this insurance. You must also tell us about any legal proceedings.

Guidance notes

You can reduce the cover to loss or damage by fire or theft only as long as you are not paying the premium by installments and the vehicle will not be used, or be on a public road or other public place, for more than 30 days for any reason other than because of loss or damage which you are claiming for under this insurance. We will return part of your premium for the limited cover.

Peter James Insurance must be told about, and agree to, any new or extra vehicle. They will send you a cover note or certificate of motor insurance before you are insured to drive the new vehicle. If there is any change in premium, they will let you know and send you a new schedule.

You must return the certificate of motor insurance to cancel or remove a vehicle from this insurance.

You must tell us about any insurance you have to recover uninsured losses and tell us about any claims which are paid.

Guidance notes

Throughout the insurance you have seen exceptions which apply to each section. These general exceptions apply to all the sections.

You must hold a valid driving licence and you should make sure the people you allow to drive also have a valid driving licence and are not disqualified.

The insurance does not cover you for trips outside the United Kingdom, apart from the minimum cover provided by section 1. This is shown on page 7. However, cover will apply if we have agreed to extend your cover and you have paid any extra premium for this.

If there is a war or similar event, we will provide the minimum amount of cover needed under the relevant law.

General exceptions

These general exceptions apply to the whole insurance.

Your insurance does not cover the following.

- 1 Any liability, loss or damage arising while any vehicle covered by this insurance is being:
 - used for a purpose which the vehicle is not insured for;
 - driven by or in the charge of anyone who is not mentioned in the certificate of motor insurance as a person entitled to drive or who is not allowed to drive under an endorsement;
 - driven by anyone (including you) who you know is disqualified from driving, or has never held a licence to drive the vehicle, or is prevented by law from having a licence;
 - used on any form of race track or circuit, unless you have told us about this and we have agreed;
 - used to carry any load which is more than it was built to carry and more than the specified maximum load; or
 - used in or on restricted areas of airports or airfields. We will not pay for any claim concerning an aircraft within the boundary of the airport or airfield.
- 2 Any liability, loss or damage that is also covered by any other insurance.
- 3 Any liability, loss or damage (apart from the minimum cover provided by section 1, as shown on page 7) unless you have paid an extra premium to extend your cover (see section 3 - Foreign use).
- 4 Any liability you have accepted under an agreement or contract unless you would have had that liability anyway.
- 5 Any result of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, or military power (except where we must provide the minimum cover needed under the relevant law).

- 6 Direct or indirect loss, damage or liability caused by, contributed to or arising from:
- earthquake;
 - riot or civil commotion occurring in Northern Ireland or outside the United Kingdom (except where we must provide the minimum cover needed under the relevant law);
 - an act of terrorism, as defined in the UK Terrorism Act 2000, unless we must provide the minimum cover needed under the Road Traffic Act;
 - ionising radiation or contamination from any radioactive nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other dangerous property of any explosive nuclear equipment or nuclear part of that equipment;
 - pressure waves caused by aircraft and other flying objects; or
 - carrying any dangerous substances or goods which you need a licence from the relevant authority for (except where we must provide the minimum cover needed by law).
- 7 Any proceedings brought against you, or judgment made against you, in any court outside the United Kingdom, unless the proceedings or judgment arise out of your vehicle being used in a foreign country we have agreed to provide cover in.
- 8 Any liability for loss of or damage to property, death, injury or illness arising directly or indirectly from pollution or contamination, unless it is directly caused by an event which is sudden, can be identified, is unintended and is unexpected. The whole event must happen at a specific time and place during the period of insurance. We will treat all pollution or contamination arising from one event as having happened at the time of the event. The insurance does not cover claims arising from pollution or contamination that happens as a result of deliberately releasing substances, or as a result of leaks from your vehicle because it has not been maintained properly. This exception does not apply where we must provide the minimum level of cover needed by law.

Guidance notes

If there is a war or similar event, we will provide the minimum amount of cover needed under the relevant law.

Accident, injury, or direct or indirect loss, damage or legal liability as a result of the causes listed opposite are not covered.

We will not cover proceedings brought against you or judgments made against you in any court abroad unless we have agreed to extend this insurance to cover that country.

We will cover losses caused by pollution or contamination in certain circumstances.

Guidance notes

This part describes certain responsibilities and procedures.

The insurance only covers people who meet these conditions. All the information you gave us in your proposal form or your declaration or statement of insurance (which this contract is based on) must be true and complete.

We will not pay a claim which is false, fraudulent or exaggerated, or is supported by false or stolen documents.

You must report accidents and losses to us.

- Report any incident to us as soon as possible.
- Immediately tell us about any court proceedings, inquest or inquiry.

No-one should admit any liability or negotiate any claim without our written permission.

You must keep your vehicle in an efficient and roadworthy condition and protect it from loss or damage.

General conditions

- 1 We will provide the cover described in this insurance document only if:
 - anyone making a claim has met all the conditions in this document; and
 - the information you gave on your proposal form and declaration or statement of insurance is, as far as you know, correct and complete.
- 2 Your premium is based on the information you supplied at the start of the insurance and the information you supply each time it is renewed. If you have failed to give us complete and accurate information at the start of the insurance or when you renew it, this could lead to your claim being refused or the insurance not covering you.
- 3 If you or anyone acting for you:
 - make a claim which you or they know is false, fraudulent or exaggerated; or
 - provide false or stolen documents to support a claim;we will not pay the claim and this insurance will end.
- 4 After any loss, damage or accident you must give us full details, in writing, as soon as possible. You must also give us any information and help that we ask for.
- 5 You must immediately send us every communication about a claim (including any letter, writ or summons) without answering or responding to it. You must also tell us if you know about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this insurance.

You must not admit to, negotiate on or refuse any claim unless you have permission from us.

- 6 You must take all reasonable steps to protect your vehicle from loss or damage and to maintain it in an efficient and roadworthy condition.

We can examine your vehicle at any reasonable time.

Guidance notes

7 If, under the law of any country which this insurance covers you in, we must settle a claim which we would not otherwise have paid, we may recover this amount from you or from the person who made the claim.

8 We can:

- take over, conduct, defend or settle any claim; and
- take proceedings, at our own expense and for our own benefit, to recover any payment we have made under this insurance.

We will take this action in your name or in the name of anyone else covered by this insurance. You, or the person whose name we use, must co-operate with us on any matter which affects this insurance.

9 If we accept your claim, but you and we disagree with the amount due to you, the matter will be passed to an arbitrator we both agree to. When this happens, the arbitrator must make a decision before you can start proceedings against us.

10 We or Peter James Insurance may cancel this insurance by sending seven days' notice, by recorded delivery, to your last known address. (If you live in Northern Ireland we also send notice to the Department of Environment, Northern Ireland.) We will refund the part of your premium that applies to the remaining period of the insurance.

Once you have asked us to deal with a claim under this insurance, we have the right to negotiate the claim as we see fit.

When we accept a claim, if we disagree with you over the amount we will pay, the matter will be referred to an arbitrator for a decision. A decision must be made before you can take any legal action against us.

We or Peter James Insurance may cancel the insurance by sending you seven days' notice by recorded delivery. If we or they do this, you are entitled to a refund of part of your premium.

Guidance notes

You may cancel this insurance by returning your certificate. If you have not made a claim you may be entitled to a refund. If you cancel within 14 days of receiving your documents, and you have not made a claim, you will be entitled to a refund as explained on the inside front cover.

You must tell the police if your vehicle is stolen.

- 11 You may cancel this insurance at any time by telling us in writing and sending back your certificate of motor insurance. If you cancel within 14 days of receiving this document and you have not made a claim, you will receive a refund as explained on the inside front cover. If you cancel after this period, you have not made a claim and will not be making a claim, we will work out the charge for the time you have been covered by your insurance (to the date we receive your certificate), and the refund you will receive, in line with the table below. If you have made a claim, we will not give you a refund.

Period you have had cover for	Up to one month	Up to two months	Up to three months	Up to four months	Up to six months	Up to eight months	Over eight months
Percentage of annual premium covering that period	25%	30%	50%	60%	75%	90%	Full premium
Percentage of refund	75%	70%	50%	40%	25%	10%	Nil

- 12 If your vehicle is stolen, you must tell the police as soon as possible.
- 13 If you make any change to this insurance, we may charge an administration fee.

Important notice

You must tell us as soon as possible about any changes which affect your insurance and which have happened since the insurance started or since the last renewal date. If you are not sure whether certain facts are relevant, ask Peter James Insurance. If you don't tell us about relevant changes, your insurance may not cover you fully, or at all.

Here are some examples of the things you should tell us about.

- A change of vehicle (including extra vehicles).
- All changes made to your vehicle if these make it different from the manufacturer's standard specification (whether the changes are to the vehicle's engine, interior or bodywork).
- A change of address.
- You or any driver changing job (including any part-time work, change in the type of business or having no work).
- A change in the purpose your vehicle is used for.
- There being a different main user of the vehicle.
- Details of any person who is not on the certificate of motor insurance, or is prevented from driving by an endorsement, and who you now want to be able to drive your vehicle.
- Details of any motoring convictions of any person allowed to drive or of any future prosecutions for any motoring offence (other than parking).
- Details of any accident or loss (whether or not you make a claim) that involves your vehicle or happens while you are driving anyone else's vehicle.
- You, or any other person allowed to drive your vehicle, not telling the DVLA (Driver and Vehicle Licensing Agency) about a medical condition which, by law, must be reported to them.

Guidance notes

You have a duty to let us have full details of any change which affects your insurance.

You should keep a written record (including copies of letters) of any information you give us or Peter James Insurance.

You should tell us about the changes shown opposite.

Important - you must immediately tell Peter James Insurance about any accident.

Guidance notes

An endorsement alters the cover provided by either all or part of your insurance.

An endorsement only applies if the number of the endorsement appears in your schedule under 'Endorsements applicable'.

Endorsements

Important - these endorsements form part of the insurance contract if they are shown in your schedule.

An endorsement only applies if the endorsement's number is shown in the relevant place in your schedule. Details of all endorsements are either shown on the following pages or supplied with your schedule.

If, in the schedule, an endorsement number is followed by an amount, the specified endorsement will be limited to that amount shown.

If an endorsement number is followed by a vehicle registration number, the specified endorsement will apply only to the vehicle which has that registration number.

If an endorsement number is followed by a person's name, or a type of person, the specified endorsement applies only to that person or type of person.

Endorsement number 05 - Excess

For any claim under section 2, you must pay the first amount shown against this endorsement number on the schedule.

The amount shown is in addition to any other excess or amount you may have to pay under this insurance.

Endorsement number 40 - Excluding inexperienced drivers

We will not provide any cover while your vehicle is being driven by, or is in the charge of, any person who has a provisional driving licence or who has held a full driving licence issued by any country which is a member of the European Union, for less than 12 months.

Endorsement number 45 - Excluding commuting to and from work or study

We will not provide any cover while the person named against this endorsement number is driving your vehicle, or is in the charge of it, while travelling to or from their place of business, work or study.

Endorsement number 50 - Limited driving exclusion

We will not provide any cover while your vehicle is being driven by, or is in the charge of, any person (other than a person named against this endorsement) under the age shown against this endorsement number on the schedule.

Endorsement number 55 - Owner's endorsement

The person or organisation named against this endorsement number owns the vehicle.

Guidance notes

An endorsement alters the cover provided by either all or part of your insurance.

An endorsement only applies if the number of the endorsement appears in your schedule under 'Endorsements applicable'.

Endorsement number 60 - Warranted accompanied

We will not provide any cover while your vehicle is being driven by, or is in the charge of, the person named against this endorsement number, unless the person is accompanied at all times by:

- you;
- a parent of the person (who is also a qualified driver);
- a qualified driving instructor or examiner; or
- a qualified driver who is 25 or over and has held a full (not provisional) UK driving licence for at least three years and has not been disqualified during that period.

Endorsement number 65 - No-claim bonus removed

The 'No-claim bonus' section of this document (see page 16) does not apply.

Endorsement number 85 - Excess for specified people

For any claim under section 2, you must pay the first amount shown against this endorsement number on the schedule for an event which happens while your vehicle is being driven by, or is in the charge of, the people named against this endorsement number.

The amount shown is on top of any other excess or amount you may have to pay under this insurance.

You only pay the amount (called the 'excess') shown in this endorsement once for each incident, no matter how many claims arise from that incident.

The term 'claim' includes payment for costs, fees and other indirect expenses.

Endorsement number 90 - Driving exclusions

We will not provide any cover while your vehicle is being driven by, or is in the charge of, any person under the age shown against this endorsement number on the schedule.

Endorsement number 95 - Theft excess

We will not pay the first amount shown against this endorsement in the schedule for any theft claim under section 2 of this document.

The amount shown is on top of any other amount which you may have to pay under this insurance.

Guidance notes

An endorsement alters the cover provided by either all or part of your insurance.

An endorsement only applies if the number of the endorsement appears in your schedule under 'Endorsements applicable'.

Endorsement number 100 - Unlimited audio and phone equipment cover.

The limit of £400 for audio, visual and phone equipment, as shown in section 2, is removed. Any amount you must pay towards the replacement costs stays the same.

Endorsement number 105 - Fire and theft excess

For any claim for fire and theft under section 2, you must pay the first amount shown in the schedule.

The amount shown is on top of any other excess or amount you may have to pay under this insurance.

Endorsement number 115 - Joint liability clause

If this document is in the name of more than one person, we will cover each as if they had a separate contract of insurance. We will cover each against the liability of the other, as long as the liability, loss or damage is not covered by any other insurance.

Endorsement number 120 - Road Traffic Act cover - mechanical equipment

Under section 1 we will only provide the minimum cover needed to meet the relevant law while part of your vehicle (such as a crane or item of mechanical equipment) is being used for business purposes.

Endorsement number 125 - Premises use only

You are not insured while your vehicle is on any public road.

Endorsement number 130- Limited road use

We will only provide cover for you for your vehicle to travel on any public road for no more than six miles a week.

Endorsement number 135 - Damage cover for trailers

Section 2 of this document also applies to loss of or damage to any trailer we have details of while it is being used with your vehicle if:

- you have told us the value of the trailer;
- we are not liable for loss of or damage to any contents in the trailer; and
- the trailer is securely parked with the brakes on when it is not attached to your vehicle.