

Leading the way in transport insurance



Truckcover Bonus



Commercial Vehicle Policy
underwritten by Equity Red Star

This is your Equity Red Star **Haulage 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 motor insurance documents, call your insurance adviser or Equity Red Star office. This insurance is written in English and all communications about it will be in English. Unless we have agreed otherwise with you, this insurance is governed by English law.

Our promise to you.

We aim to provide a first-class service.

If you have any reason to complain about your insurance policy, or us, please see the complaints procedure below.

- The first step is to contact our dedicated complaints department who will investigate your complaint on behalf of our Chief Executive. The address is The Consumer Affairs & Technical Department, Library House, New Road, Brentwood, Essex CM14 4GD. Phone: 0845 268 0279 Email: complaints@equitygroup.co.uk
- If you are not satisfied after taking this action, you can ask the Policyholder and Market Assistance team at Lloyd's to review your case. The address is Policyholder & Market Assistance, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent, ME4 4RN. Phone: 020 7327 5693 Email: complaints@lloyds.com Fax: 020 7327 5225
- If you are still not satisfied after contacting Lloyd's, you may be entitled to refer your complaint to the Financial Ombudsman Service. The address is The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Phone from landline: 0800 0234 567 Phone from mobile: 0300 1239 123 Email: complaint.info@financial-ombudsman.org.uk

This does not affect your right to take legal action.

If you ask someone else to act on your behalf, you should give us written authority to allow us to deal with them.

About Equity Red Star

Equity Red Star (Syndicate 218 at Lloyd's) is managed by Equity Syndicate Management Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. (Registered number 204851.) Equity Syndicate Management Limited is registered in England and Wales number 426475. The registered office is Library House, New Road, Brentwood, Essex CM14 4GD.

Financial Services Compensation Scheme (FSCS)

As we are members of the Financial Services Compensation Scheme (FSCS), you may be entitled to compensation under the scheme if we cannot pay out all valid claims under this insurance. This depends on the type of policy you have and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. For types of insurance you must have by law (such as third party insurance for motor claims), the scheme will cover the whole claim. You can get more information about the scheme from the FSCS or you can visit their website at www.fscs.org.uk

Haulage Insurance

This document is a legally-binding contract of insurance between you (the insured) and us (Equity Red Star). 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 occurs during any period of insurance for which you have paid, or agreed to pay, the premium.

Signed for and on behalf of

EQUITY RED STAR

A handwritten signature in black ink, appearing to be 'J. Star', is written over a faint, illegible stamp or watermark.

Active Underwriter

Data Protection Notice

Please read this notice carefully as it contains important information about the details you will give or have given us. It is a condition of this insurance that you read and accept the terms of this data protection notice. You should show this notice to anyone covered by this insurance.

We will process the details you have provided in line with the Data Protection Act 1998 and other laws which may apply. Your information may also be processed outside of the European area. In all instances we make sure that your information has enough protection.

So that we can assess the terms of an insurance contract, or deal with any claims that may arise, we may need to share information such as your name, address, date of birth, or other information which is classed as 'sensitive' under the Data Protection Act 1998. For example, this could include details of your medical conditions or criminal convictions. We may pass this information to other organisations that we have carefully chosen as well as other companies within our group.

If we provide a credit facility for you to pay your premiums, we may share your information with credit-reference agencies and other companies for use in credit decisions, to prevent fraud and to find people who owe money.

We share information with other insurers, certain government organisations and other authorised organisations for the following purposes.

Insurance underwriting

We examine the possible risk in relation to your prospective policy (or anyone else involved in the policy) so that we can:

- consider whether to accept a risk;
- make decisions about providing and dealing with insurance and other related services for you and members of your household;
- set price levels for your policy;
- confirm your identity to prevent money laundering; and
- check the claims history for you or any person or property likely to be involved in the policy or a claim at any time. We may do this:
 - when you apply for insurance;
 - if there is an accident or a claim; or
 - at the time you renew the policy.

Preventing or detecting fraud

We will share information about you with other organisations and public organisations including the police for the purpose of:

- tracing debtors or beneficiaries;
- recovering debt;
- managing your accounts and insurance policies;
- carrying out fraud searches; and
- preventing fraud.

Insurers pass information to the Claims Underwriting and Exchange Register and the Motor Insurance Anti-Fraud and Theft Register run by Insurance Database Services Limited (IDSL). This helps insurers check information and prevent fraudulent claims. When we deal with your request for insurance we may search these registers.

If you give us false or inaccurate information:

- it may mean your insurance policy or prospective insurance policy is not valid;
- we will pass details to fraud-prevention agencies;
- law-enforcement agencies may access and use this information; and
- we and other organisations may access and use this information to prevent fraud and money laundering.

Cheat line

To protect our policyholders, we are members of the Insurance Fraud Bureau (IFB). If you suspect insurance fraud is being committed, you can call them on their confidential cheat line on 0800 422 0421.

Keeping to legal responsibilities

Managing claims

If you make a claim, we may need to release information to another person or organisation involved in that claim. This includes, but is not restricted to, others involved in the incident, their insurer, their solicitor or representative and medical teams, the police or other investigators. We also may have to investigate your claim and conviction history.

Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not result in a claim. When you tell us about an incident, we will pass information relating to it to IDSL.

Motor Insurance Database

Information about your insurance policy will be added to the Motor Insurance Database (MID) which is managed by the Motor Insurers' Bureau (MIB). Certain government or authorised organisations including the police, the DVLA, the DVLNi, the Insurance Fraud Bureau and other organisations allowed by law may use the MID and the information stored on it for purposes including:

- Continuous Insurance Enforcement (you can get information about this from the Department of Transport);
- electronic vehicle licensing;
- law enforcement for the purposes of preventing, detecting, catching or prosecuting offenders; and
- providing government services or other services aimed at reducing the level of uninsured driving.

If you are involved in a road-traffic accident (either in the UK, the EEA or certain other territories), insurers or the MIB (or both) may search the MID to gather relevant information. Anyone making a claim for a road-traffic accident (including their appointed representatives and citizens of other countries) may also gather relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is not shown correctly on the MID, you are at risk of having your vehicle seized by the police. You can check that your correct registration number details are shown on the MID at www.askmid.com.

Managing complaints

If you make a complaint about the service we have provided, we may have to pass on details about your complaint, including your personal information, to other people or organisations such as Lloyd's or the relevant ombudsman.

If you have any questions, or want to receive details of the relevant fraud-prevention agencies, please contact the Company Secretary at Equity Insurance Group ERS Limited, Library House, New Road, Brentwood, Essex CM14 4GD.

Definitions

We, us - Equity Red Star.

Equity Red Star - is made up of the Lloyd's underwriters who have insured you under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. You can ask us for the names of the underwriters and the share of the risk each has taken on.

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

The schedule/amended schedule - the document showing the vehicle we are insuring and the cover which applies.

Certificate of motor insurance - a document which is legal evidence of your insurance and which forms part of this document, and which must be read with this document.

Your vehicle, the insured vehicle - any vehicle specified in the schedule or described in the current certificate of motor insurance (and under section 1 only, an attached caravan or trailer).

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

United Kingdom - England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Endorsement - a change in the terms of the insurance which replaces the standard insurance wording, and is printed on, or issued with, the schedule or a revised schedule.

Excess - a contribution by you towards a claim under this insurance.

Period of insurance - the period of time 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 are listed below. Find the cover you have and see the sections that apply.

- Comprehensive (shown as COMP) - all sections apply.
- Damage and third party only (shown as DTPO) - section 1, section 2 (except fire and theft) and section 3 apply.
- Damage, fire and theft (shown as DFT) - only section 2 applies.
You can only have this cover if your vehicle is declared SORN (officially off the road) with the DVLA and is not being used.
- Third party, fire and theft (shown as TPFT) - section 1, and section 2 (except accidental or malicious damage and vandalism) and section 3 apply.
- Third party only (shown as TPO) - sections 1 and 3 apply.
- Fire and theft (shown as FT) - only section 2 (except accidental or malicious damage and vandalism) applies. You can only have this cover if your vehicle is declared SORN (officially off the road) with the DVLA and is not being used.

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

Use

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

The following uses are not covered:

- Racing, pacemaking or being in any contest or speed trial or any rigorous reliability testing on your vehicle.
- Any purpose connected with the motor trade, unless this use is described in your certificate.
- Hiring out the vehicle, unless this use is described in your certificate.

Claims helplines

Accident and theft damage

Claims helpline

0845 609 1284

If your vehicle is damaged as a result of an accident, fire, theft or vandalism call our 24-hour helpline on the phone number shown above.

Windscreen damage

Claims helpline

0845 602 3378

If your vehicle's windscreen is damaged, call our 24-hour helpline on the phone number shown above.

Claims procedure

Important: Do not admit that you are responsible, or make any offer, promise or payment without written permission from us.

Follow the procedures below.

- Send us written details as soon as possible after any accident, injury, loss or damage.
- Send us, unanswered, any letter or other communication as soon as you receive it from anyone else involved.
- Immediately tell us about any prosecution, coroner's inquest or fatal accident inquiry involving any person covered by this insurance.
- Give us all the information and help we need.

Index

(in page order)

| | |
|--|--------------------|
| Our promise to you | Inside Front Cover |
| Data Protection Notice | 2 |
| Definitions | 4 |
| Cover | 5 |
| Use | 5 |
| Claims helplines | 6 |
| Index | 7 |
| Section 1: Liability to others | 8 |
| Section 2: Loss of or damage to your vehicle | 11 |
| Section 3: Foreign use | 15 |
| General terms | 16 |
| General exceptions | 17 |
| General conditions | 19 |
| Important notice | 21 |
| Endorsements | 22 |

Section 1 - Liability to others

Driving your vehicle

We will insure you for all the amounts you may be legally liable to pay for:

- death of or injury to other people; 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 and unloading your vehicle.

Other people driving or using your vehicle

In the same way you are insured we, will also cover the following people.

- 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 passenger who causes an accident while travelling in or getting into or out of the insured vehicle as long as you ask us in writing, after the accident, to indemnify the passenger.

Limits of indemnity to property damage

The most we pay for property damage is £5,000,000 for any one claim or claims arising out of one incident.

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

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, provided that the claim is covered by this insurance.

Costs and expenses

Legal costs

If we first agree in writing, we will pay up to a maximum of £35,000 towards:

- solicitor's costs if anyone we insure is represented at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction;
- 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.

(We must provide this cover under the Road Traffic Act.)

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 the schedule, you must tell us, in writing, about any journey abroad that you are going on. You must pay an extra premium for the cover (see section 3 - Foreign use).

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 for reward.
- Towing more trailers than the number allowed by law.
- If more than one caravan or broken-down vehicle is being towed at any one time.

We will only provide this cover if:

- the caravan, trailer or broken-down vehicle is properly secured to your vehicle by towing equipment manufactured for the 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, property belonging to (or in the care of) anyone we insure and who is making a claim under this part of the insurance.
- Death of, or bodily injury to, any person arising out of and in the course of their employment by the policyholder or by any other person claiming under this insurance. This does not apply if we need to provide cover due to the requirements of relevant laws.
- Death, bodily injury or damage arising out of crop spraying.
- Death, bodily injury or damage arising off the road as a result of the loading or unloading of your vehicle by anyone apart from the driver or attendant.

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 (less any excess that applies) caused by:

- accidental or malicious damage and vandalism;
- fire, lightning, self-ignition and explosion; or
- theft or attempted theft, or taking the vehicle away without your permission.

Accessories and audio, visual or telephone equipment

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

Permanently-fitted audio, visual and telephone equipment 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 £1,000 for items which are not the manufacturer's standard fitted equipment. This cover does not include loss of or damage to cassettes, compact or minidiscs, DVDs or accessories used with the audio, visual or telephone equipment.

For a claim under this section we may either:

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

The most we will pay will be either:

- the market value of your vehicle immediately before the loss (including its accessories and spare parts) 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 repair or replacement.

Transport after an accident

If your vehicle cannot be driven after an accident, we will pay the cost (where necessary) of taking your vehicle to a repairer near to your vehicle's location, and returning it after the repair to your last known address. Do not attempt to move the vehicle yourself if this could increase the damage. If unnecessary damage is caused as a result of attempts to move your vehicle, we will not pay any extra cost arising from that damage.

Repairs

Repairs can be arranged quickly by using our **24-hour helpline**. Call us on **0845 609 1284**.

If your vehicle can be driven safely and is damaged in a way which is covered by this insurance, you must send us an accident report form. You must also send two estimates from different garages so that we can decide on a suitable repairer.

If your vehicle cannot be driven safely after an accident, you may arrange for repairs to be started if you first get an estimate and immediately send it to us with a full report of the incident.

We may arrange for your vehicle to go to a repairer of our choice if we cannot reach an agreement with the repairer over costs.

Total loss (write-off)

If your vehicle is considered to be a write-off (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.

Financial interest

If the vehicle belongs to someone else, or is part of a hire purchase or leasing agreement, we will normally pay an amount for the total loss 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 an authorised windscreen replacement company, you will have unlimited cover and you will only have to pay the first £50 of each claim. (Please contact our **24-hour helpline** on **0845 602 3378** for details of our authorised repairers.)
- 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 the damaged glass can be repaired (rather than replaced), we will pay the full cost of the repair, without any deduction.

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

Excesses

If an excess is shown in the schedule, you have agreed to pay that amount for each incident of loss or damage.

Extra excesses for young or inexperienced drivers

If your vehicle is damaged while a young or inexperienced person (including yourself) is driving, you will have to pay the first part of the cost as shown below. This is on top of any other excesses which you may have to pay.

| Drivers | Amount |
|---|---------------|
| ■ Under 21 years of age | £300 |
| ■ Aged 21 to 24 years of age | £200 |
| ■ 25 years of age or over but who have a provisional driving licence or who have not held, for 12 months or more, a full driving licence issued by any country which is a member of 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).

Exceptions to section 2

This section of your insurance does not cover the following.

- The amount of any excess shown in the schedule.
- An amount as compensation for you not being able to use your vehicle (including the cost of hiring another vehicle).
- Wear and tear.
- 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 laid down by the vehicle manufacturer's instructions.
- Loss of or damage to accessories unless they are permanently attached to your vehicle.
- Any amount over the last known list price of any part or accessory, plus the cost of fitting the part or accessory, if the vehicle manufacturer or its agent cannot supply it from stock held in the United Kingdom.
- Loss of or damage to the vehicle by someone who got it by trickery, fraud or deception.
- Loss resulting from repossessing the vehicle and returning it to its rightful owner.
- Loss of or damage to your vehicle or its contents by theft or attempted theft or an unauthorised person taking and driving it if:
 - it has been left unlocked;
 - it has been left with the keys in it;
 - it has been left with the windows, roof panel or the roof of a convertible vehicle open; or
 - reasonable precautions have not been taken to protect it.

Section 3 - Foreign use

If we agree to provide cover before you go abroad, and you pay us an extra premium, we will extend the cover for your vehicle so the following benefits apply.

■ Insurance cover

This insurance is extended to apply to claims occurring:

- in any country which we have agreed to provide cover for; and
- while the 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 of not more than 65 hours.

■ Customs duty and other charges

We will refund any customs duty you have to pay as a direct result of your vehicle suffering any loss or damage covered by this insurance.

General terms

No claim bonus

If you have six years' or more no claim bonus and you make a claim during any period of insurance, we will reduce your no claim bonus to four years.

If you have five years' no claim bonus and you make a claim during any period of insurance, we will reduce your no claim bonus to three years.

If you have four years' no claim bonus and you make a claim during any period of insurance, we will reduce your no claim bonus to two years.

If you have three years' no claim bonus and you make a claim during the period of insurance, we will reduce your no claim bonus to one year.

If you have one or two years' no claim bonus and you make a claim during the 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 as if each vehicle was insured separately.

We will review your no claim bonus at each renewal and you cannot transfer it to another person.

Glass damage

If the only claim you make is for broken glass in your vehicle's windscreen or windows, including bodywork scratched by the breakage, 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.

When your vehicle is not in use

If you have insurance cover under section 2, and:

- you will not be able to use your vehicle for more than 30 continuous days (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 an extra vehicle which you want cover to apply to, you must tell us in writing and we must agree before cover can start. (We may ask you to return your certificate of motor insurance.) We will give you advice on any change in premium and we will send you a new schedule confirming our acceptance.

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 is in the charge of anyone who is not mentioned in the certificate of motor insurance as a person entitled to drive or who is excluded by an endorsement;
 - driven by anyone (including you) who you know is disqualified from driving, has never held a licence to drive the vehicle, or is prevented by law from having a licence (unless they do not need a licence by law);
 - 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); or
 - used to carry any load which is more than it was constructed to carry and more than the specified maximum capacity.
2. Any liability, loss or damage that is also covered by any other insurance.
3. Any liability, loss or damage that occurs outside the United Kingdom (apart from the minimum cover provided by section 1) 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 or usurped power (except where we need to provide cover to meet the minimum insurance required by 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 need to provide cover to meet the minimum insurance required by the relevant law);
 - 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 assembly or nuclear part of that assembly;
 - carrying any dangerous substances or goods which you need a licence from the relevant authority for (except where we need to provide cover to meet the minimum insurance required by the relevant law); or
 - pressure waves caused by aircraft and other flying objects.

7. Any proceedings brought against you, or judgment passed in any court outside the United Kingdom, unless the proceedings or judgment arises out of your vehicle being used in a foreign country which we have agreed to extend this insurance to cover.
8. Any liability, (except where we need to provide the minimum level of cover needed by law), for claims for death, injury, illness, loss or damage arising directly or indirectly from pollution or contamination.

This exception:

- relates to contamination or pollution caused directly or indirectly by the discharge or leaking of any substance, liquid, vapour or gas; and
- includes contamination or pollution of any building or other structure, water, land or the air.

We will not pay for claims arising directly or indirectly from contamination or pollution where it is caused by any substance, liquid, vapour or gas being deliberately discharged or leaks caused by the failure to maintain or repair your vehicle, or any part of it.

9. Any liability, loss or damage arising directly or indirectly from acts of terrorism, as defined in the UK Terrorism Act 2000, except where we need to provide the minimum insurance required by the Road Traffic Act.

General conditions

1. We will only provide the cover described in this insurance if:
 - anyone claiming protection has met all the conditions in this document; and
 - the information you gave on your proposal form, 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 when it is renewed. If you have failed to provide us with complete and accurate information, this could lead to your claim being denied or the insurance not being valid.
3. If a claim is made which you or anyone acting on your behalf knows is false, fraudulent or exaggerated, we will not pay the claim and cover under this insurance will end. If you or anyone acting on your behalf provides false or stolen documentation in support of 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 of the incident in writing as soon as possible.

You must send every communication about a claim, (including any writ or summons) to us without delay and unanswered. 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.

5. All reasonable steps must be taken to safeguard your vehicle from loss or damage and to maintain it in an efficient and roadworthy condition.

We must be allowed to examine your vehicle at any reasonable time.

6. 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.

7. 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.

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

9. We or your intermediary may cancel this insurance by sending seven days' notice, in writing, to your last known address (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland). We will refund the part of your premium which applies to the remaining period of the insurance. We will send this refund to your insurance adviser.
10. You may cancel this insurance at any time by telling us in writing and sending back your certificate of motor insurance and the schedule. If a claim has not been made in the current period of insurance, we will work out the charge for the time you have been covered by your insurance (using our short-period rates shown below) to the date we receive your certificate. We will then refund any amount we owe you to your insurance adviser. If a claim has been made, we will not give you a refund.

| Period you have had cover for | 15 days to 1 month | up to 2 months | up to 3 months | up to 4 months | up to 6 months | up to 8 months | Over 8 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 |

11. If there are a number of claims for property damage arising out of any one cause, we may, at any time, pay you up to the maximum amount payable under section 1. (We will deduct from this amount any sums already paid as compensation.) On paying this amount, we will withdraw from any further action connected with the settlement of these claims. We will pay any legal costs and expenses incurred with our consent, up to the time we withdraw from dealing with the claims.
12. If you have agreed to pay your premium under the Equity Red Star instalment plan, the following will apply.
- **If you do not pay an instalment at renewal** - If you do not pay the instalment due at renewal all cover under this contract will end from that date. You must then return your certificate of motor insurance to us.
 - If your vehicle is written off before you have paid all your instalments, and we agree to pay your claim, the amount you owe for the year's premium will be taken from the claim payment.
 - If any extra premium is needed during the period of insurance, it will be spread out over the remaining instalment due for that year. If you have already paid all your instalments, you must immediately pay any extra premium when it is due.
13. **Your right to change your mind**
 If this insurance does not meet your needs, you may cancel it by sending written notice and returning your documents, including the certificate of insurance, to us within 14 days of receiving it. As long as your vehicle has not been written off as a result of a claim under this insurance, we will return any premium, less a charge equal to the period of cover you have had. However, this charge will be at least £25 plus insurance premium tax (IPT).

Important notice

You must tell us immediately about any changes to the information you have already provided. Please contact your broker if you are not sure if information is relevant. 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 changes you should tell us about.

- A change of vehicle (including extra vehicles).
- All changes you or anyone else make to the vehicle if these make the vehicle different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic).
- A change of address.
- A change of job, including any part-time work by you or other drivers, a change in the type of business or having no work.
- A change in the purpose which you use the vehicle for.
- A new main user of the vehicle.
- Details of any driver who you have not told us about before or who is excluded by the certificate of motor insurance or an endorsement but who you now want to drive.
- Details of any motoring conviction, disqualification or fixed penalty offence of any person allowed to drive or of any future prosecutions for any motoring offence.
- Details of any non-motor conviction or prosecution pending (where a case is being investigated but there is no conviction yet) for any person allowed to drive.
- Details of any accident or loss (whether or not you make a claim) which involves your vehicle or which occurs while you are driving anyone else's vehicle.
- Details if you or any other person allowed to drive your vehicle suffers from a notifiable condition not notified to DVLA or any condition for which DVLA have restricted the licence.

Endorsements

Important - This appendix forms part of the insurance

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

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

If an endorsement number is followed by a vehicle registration number, the specified endorsement will only apply 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 01 - Damage, fire and theft excess

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

This endorsement will not apply to claims made for windscreen damage only, and the amount shown is on top of any other amount which you may have to pay under this insurance.

Endorsement number 02 - Damage, fire and theft excess for specified people

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

This endorsement will not apply to claims made for windscreen damage only, and the amount shown is on top of any other amount which you may have to pay under this insurance.

Endorsement number 03 - All sections excess

We will not pay the first amount shown in the schedule for any claim under this document.

You only pay the amount (called the 'excess') shown in this endorsement once for each incident, regardless of the number of claims which arise from that incident.

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

Endorsement number 04 - All sections excess for specified people

We will not pay the first amount shown in the schedule for any claim under this document 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.

You only pay the amount (called the 'excess') shown in this endorsement once for each incident, regardless of the number of claims which arise from that incident.

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

Endorsement number 05 - Amendment of cover

Your cover is limited to that shown against this endorsement number for any claim from an event which happens while the people named in the schedule are driving, or in charge of, your vehicle.

Endorsement number 09 - Deleted sections

Any section, or part of a section shown by a number or description in the schedule, does not apply to this insurance.

Endorsement number 11 - Drinks and drugs clause

If an accident, which happens when the person named against this endorsement number is driving the insured vehicle, results in that person being convicted of an offence involving drink or drugs, or an equivalent offence under the laws of other countries where this insurance provides cover, the cover we provide for that accident is limited to the minimum cover needed to meet the relevant law.

Endorsement number 12 - 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 stated against this endorsement number.

Endorsement number 13 - 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 continuously held a full UK or EU driving licence for less than 12 months.

Endorsement number 15 - Limited driving exclusion

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 (other than a person named against this endorsement).

Endorsement number 16 - Individual certificates to apply

An effective certificate of motor insurance, specifying the Registration Mark of the vehicle, has been delivered to you.

Endorsement number 18 - Owner's endorsement

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

Endorsement number 22 - Suspension of all cover

All insurance under this document is suspended until further notice.

Endorsement number 23 - Suspension of cover other than fire and theft

All cover, except for fire and theft as provided by section 2 of this document, is suspended.

Endorsement number 24 - Theft excess

We will not pay the first amount shown 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.

Endorsement number 26 - Transfer of interest or change of title

If we agree to a change of title, or agree that you can transfer your insurance to another person, we will require a new proposal form or statement of fact to be completed. A revised policy schedule will be issued showing the change of information.

Endorsement number 37 - No claim bonus removed

The 'No claim bonus' section of this document does not apply.

Endorsement number 40 - Unlimited audio, visual or telephone equipment cover

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

Endorsement number 41 - Fire and theft excess

We will not pay the first amount shown in the schedule for any fire and theft claim made 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.

Endorsement number 42 - 'In all' excess

The young or inexperienced drivers excess shown in section 2 will not apply on top of the excess shown in endorsement number 02 for the person named against this endorsement number.

Endorsement number 43 - Joint liability clause

If this document is in the name of more than one person, we will cover each person as if an individual document had been sent to each. 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 45 - Road Traffic Act cover - mechanical equipment

We will only provide you with the minimum cover, under section 1, needed to meet the relevant law whilst part of a vehicle (such as a crane or item of mechanical equipment) is being used for business purposes.

Endorsement number 46 - Premises use only

You are not insured while your vehicle is on any road or highway which the public has access to.

Endorsement number 47 - Limited road use

We will only cover you for up to 6 miles in any one week while your vehicle is on any road or highway which the public has access to.

Endorsement number 99

Wherever this endorsement is shown in the schedule it will refer to an individual endorsement supplied with your schedule or which has already been issued to you.

Endorsement number 505 - Damage cover for trailers

Section 2 - Loss of, or damage to, your vehicle, also applies to any trailer which:

- belongs to you or is hired to you under a hire-purchase or leasing agreement while it is attached or temporarily detached from the vehicle;
- is in your custody and control but does not belong to you and is not hired to you under a hire purchase or leasing agreement, whilst it is attached or temporarily detached from a vehicle.

The most we will pay for any one trailer is the amount shown against this endorsement number on the schedule.

We will not be liable:

- for loss or damage to any contents in the trailer;
- unless the trailer is securely parked with the brakes on when it is not attached to your vehicle;
- for any trailer which has plant permanently attached or forming part of it, other than a lifting device for self loading, (except where we need to provide cover to meet the minimum insurance required by the relevant law);
- if more than one trailer is being towed at any one time; or
- if the trailer is not properly secured to your vehicle by towing equipment manufactured for the purpose.



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