

Your van insurance policy booklet



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Welcome to Churchill Van Insurance

Dear customer,

This booklet includes your policy wording, so keep the booklet safe for when you need it. There are also some useful tips on what to do in an accident and how to make a claim.

Churchill Van Insurance is arranged and administered by Brightside Insurance Services Ltd and is underwritten by U K Insurance Limited.

Please keep this policy in a safe place.

You may need to refer to it if you make a claim. To make a claim, or to report an incident which may result in a claim, please call our round-the-clock claims helpline on 0800 051 0085. Lines are open 365 days a year. For windscreen claims please call 24 hours a day on 0800 028 3754.

Use the number above to report an incident as soon as you can. We'll ask you questions about what happened and who was involved. The information you give us helps us to help you quickly.

Useful contact numbers

Claims number:

0800 051 0085

Customer services number:

0333 222 1043

Approved Windscreen Supplier:

0800 028 3754

If you have an accident

Here are some easy steps to follow if you have an accident, regardless of who's at fault.

Stop:

Stop as soon as possible, in a safe place (if you have a warning triangle, place it well before the obstruction). If anybody has been injured, call the police and ambulance service.

Sketch:

Make a quick sketch of the direction and final position of each vehicle (it is worth keeping a pen and paper in your car).

Note down:

You will need to make a note of:

- The vehicle registration number, name, address and telephone number of any other drivers involved in the accident.
- The number of passengers in each vehicle.
- The name and address of anyone who is injured (or suggesting they have been injured).
- The name, address and telephone number of any witnesses to the accident.
- The name, telephone number and constabulary of any police officer who attends the accident.

Take a photo:

If you have a mobile phone with you and it is fitted with a camera, try and take photographs to support the positions of the vehicles and the extent of damage.

Give your details:

You must give your own details to anyone who has reasonable grounds for requesting them.

Give the other person our number

Please ask the other person(s) involved in the accident to ring our 24 hour helpline on 0800 051 0085. We'll be able to help him/her with any repairs they need. And help them by providing a courtesy vehicle, if this is needed.

If for any reason you have not been able to exchange details with other drivers or owners of property or you were in collision with an animal, you must report the accident to the police as soon as possible and certainly within 24 hours of the accident.

Don't:

Please don't admit responsibility, either verbally or in writing. Instead, ask any other person involved in the accident to contact us on the 24 hour claims helpline number 0800 051 0085.

FAQs

How does your uninsured driver promise work?

If you make a claim for an accident that is not your fault and the driver of the vehicle that hits your vehicle is not insured, you will not lose your No Claim Discount or have to pay any excess.

Conditions

We will need:

- the vehicle registration number and the make and model of the vehicle; and
- the driver's details, if possible.

It also helps us to confirm who is at fault if you can get the names and addresses of any independent witnesses, if available. When you claim, you may have to pay your excess. Also, if when your renewal is due, investigations are still ongoing, you may lose your No Claim Discount temporarily. However, once we confirm that the accident was the fault of the uninsured driver, we will repay your excess, restore your No Claim Discount and refund any extra premium you have paid. This promise is for comprehensive policy holders only.

Are my electric vehicle's charging cables covered?

Charging cables and your home charger are considered an accessory to your vehicle which means they are covered for accidental damage, fire and theft. You are also covered for any accidents involving your charging cables when they are attached to your vehicle, for example, someone tripping over your cable as long as you have taken due care to prevent such an accident.

Is my electric vehicle battery covered?

Damage to your vehicle's battery is covered should it be damaged as a result of an insured incident. Cover applies whether your battery is owned or leased.

Churchill Van Insurance Policy Wording

Churchill Van Insurance is arranged and administered by Brightside Insurance Services Ltd who are authorised and regulated by the Financial Conduct Authority Firm reference No. 302216. Registered office: Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL. Registered in England and Wales number 04137311. VAT No. 851146932.

Churchill Van Insurance policies are underwritten by U K Insurance Limited. Registered office: The Wharf, Neville Street, Leeds LS1 4AZ. Registered in England and Wales no.1179980. U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Firm reference number 202810.

The Financial Services Compensation Scheme

General insurance claims are covered by the Financial Services Compensation Scheme. Full details of the cover available can be found at www.fscs.org.uk. Both U K Insurance Limited and Brightside Insurance Services Ltd are members of this scheme.

What the terms mean

Whenever the following words or phrases appear, they will have the meanings as described below:

Accessories

Parts or products specifically designed to be fitted to **your vehicle**, including **your** electric vehicles charging cables and the charger installed at **your** home.

We may treat some **accessories** as **modifications**, so please tell **us** about any alterations to **your vehicle**.

Approved windscreen supplier

A repairer in **our** network of contracted repairers, who is approved by **us** to perform repairs or replacement of glass following a claim under Section 1 – Loss and damage inc. windscreen cover of this **policy**

Certificate of Insurance

Legal evidence of Your insurance. It is only one part of the contract of motor insurance. It shows Your Vehicle(s) We are insuring, who may drive Your Vehicle, what it may be used for and the Period of Insurance.

Cyber event

An unauthorised, malicious or criminal act that creates, or intends to create, an outcome that includes, but is not limited to;

- interruption to electronic communications;
- corruption, unauthorised access to, or theft of data;
- hacking or service denial.

Endorsement

A clause that alters the cover of a Policy, this will only apply if it is stated on the Policy Schedule. The Endorsements which apply to You are shown in Your Schedule.

Excess /Policy Excess

The amount of any claim You will have to pay if Your Vehicle is lost, stolen or damaged, irrespective of fault.

Fire

Fire, lightning and explosion.

General Conditions

These describe Your responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the Policy is cancelled.

General Exclusions

These describe the things that are not covered by the Policy. They are in addition to those shown under the heading 'Exclusions' in each of the Sections detailing the cover provided.

Great Britain

England, Scotland, and Wales.

Hard top or Canopy

A metal or plastic roof including glass that is sometimes detachable and is fitted to the rear bed of a pick-up.

Hazardous Goods

The term Hazardous Goods means those goods or substances referred to in any legislation and related regulations governing the carriage of dangerous goods by road, including provisions relating to classification packaging and labelling, as may be of application from time to time in the United Kingdom.

Indemnity (Indemnified/Indemnify)

A legal principle which ensures that You are placed as near as possible in the same position after a loss, as You occupied immediately before the loss, by providing compensation for the losses and liabilities.

Keys

Physical key, device or smart access provided with your vehicle by a manufacturer that allows you to access and move your vehicle.

Market Value

The cost of replacing Your Vehicle at the time of the loss or damage, taking into account its make, model, age, mileage and condition.

Period of Insurance

The period of time covered by this Policy, as shown in the Schedule, and any other period that We agree to insure You for.

Policy

This booklet, which sets out the details of cover and all the terms and conditions which apply, is one part of the Contract.

Schedule

Forms part of the contract of motor insurance and confirms details of You, Your Vehicle and the cover which applies. It is one part of the contract of motor insurance.

Statement of Fact

A record of statements You have made and information confirmed to Us, which forms part of Your contract of insurance.

Territorial Limits

The United Kingdom, Republic of Ireland,
The Isle of Man and the Channel Islands.

Theft

Theft or attempted Theft, or the taking of Your Vehicle without Your permission.

Trailer

Any drawbar Trailer, semi-Trailer, horsebox
or caravan

United Kingdom

Great Britain, Northern Ireland, The Isle of Man and
The Channel Islands.

Vehicle

Your Vehicle with the registration number shown on Your Certificate of Insurance and Schedule and the Accessories on or attached to it excluding trailers.

Our contract with You

We /Us /Our/ Your Insurer

U K Insurance Limited Registered office: The Wharf, Neville Street, Leeds LS1 4AZ. Registered in England and Wales no. 1179980. U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Firm reference number 202810.

You /Your

Insured / Policyholder / Company or Trading name as stated in the Policy Schedule.

Your important documents are:

- This Insurance Policy Document.
- The Certificate of Insurance
- The Statement of Fact.
- The Policy Schedule Including any Endorsements shown on the Schedule

Your Policy will be based on the answers You've given when requesting a quote. When purchasing, amending and renewing Your insurance Policy, You must take care to answer all questions honestly and to the best of Your knowledge. If You don't answer the questions correctly, Your Policy may be cancelled or Your claim rejected or not fully paid. If You are unsure of Your answer to a particular question, You should make reasonable efforts to find the information required to answer it correctly.

If You or any person insured under this Policy or anyone acting on Your behalf attempts to deceive Us at any time, such as at application, when making changes mid-term, or knowingly making a false claim, We have the right to cancel Your policy, refuse claims and retain any premium paid. We may recover from You any costs We have incurred, including the costs of investigating the claim. We will not pay a claim which is in any way fraudulent, false or exaggerated. We will also not deal with any claims following discovery of this behaviour regardless of when the claims occurred. In addition, We have the right to cancel any other products you hold with Us and share details of this behaviour with other organisations to prevent further fraud. We may also involve the relevant authorities who are empowered to bring criminal proceedings.

Please note: your 'Liability for automated vans in Great Britain' cover only applies in Great Britain, which is:

England.
Scotland.
Wales.

Please see 'Liability for automated vans in Great Britain' on page 19 for more details.

Law applicable to contract

The Policy describes the insurance cover provided during the Period of Insurance You have paid for, or have agreed to pay for, and for which Brightside Insurance Services Ltd have accepted the premium, on Our behalf. For the contract to be valid all the information You disclose in the Statement of Fact must be true and complete to the best of Your knowledge.

If You advise us of any changes to Your Policy during the Period of Insurance You will be advised of any revised Policy terms and conditions, or any changes to your premium that may apply, prior to the changes being made. We'll send You a Statement of Fact confirming the information You have supplied, with Your Policy documents.

The insurance cover applies anywhere within the United Kingdom and provides for the minimum cover to comply with compulsory motor insurance legislation in any EU member country or other European country which has been approved by the EU Commission. Your selected Policy cover can be extended to cover You abroad subject to the conditions stated in Section 7 Foreign Travel. Your Vehicle will also be covered in transit via air, sea and rail between acceptable countries.

Please make sure that all the information shown in Your documents are correct. If You notice anything that is wrong, please call the customer services team on 0333 222 1043 to make the required changes immediately. Depending on the changes made, Your premium may change and Your cover adjusted. We'll let You know if this happens.

This policy is evidence of the contract between you and us, U K Insurance Limited, based on information you have given to us.

In return for receiving and accepting the premium, we will provide insurance under this policy for the sections shown in the schedule as applying for the accident, injury, loss or damage which has happened in the territorial limits during the period of insurance.

You and We may choose which law will apply to this policy. Unless both parties agree otherwise, English law will apply.

However, if you are resident in Jersey, Guernsey, Alderney or the Isle of Man, the law of the island where you are resident will always apply to your policy and any dispute in relation to it will be within the jurisdiction of that island's relevant court.

We've supplied this policy and other information to you in English and we'll continue to communicate with you in English.

Types of cover and sections which apply

Comprehensive

Sections 1 to 7.

Third party Fire & Theft

Sections 1,2,6 &7.

Section 1 only applies for loss or damage caused directly by Fire or Theft.

General conditions of Your Policy

The following General Conditions apply to this Policy. These describe Your responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the Policy is cancelled. If You do not meet the terms and conditions of this Policy, it could make the cover invalid or mean We may refuse to pay Your claim.

1 Cancellation

If, having looked at your Policy, You decide not to go ahead, You have 14 days from the date You received your Policy documents to cancel this Policy. To cancel your Policy, You must forward your current Certificate of Insurance to Us. Please note the full annual premium is payable in the event of a claim and no refund will be given.

Cancellation within the 14 day cooling off period

If Your insurance cover has not yet started, You'll be entitled to a refund of the premium paid. If Your insurance cover has already started, and You have not made a claim, and a claim has not been made against You then You'll be entitled to a refund of the premium paid, subject to a deduction for the time for which You have been covered plus an administration fee of £10 (including Insurance Premium Tax). Insurance Premium Tax where applicable is charged on the net refund. Please note the full annual premium is payable in the event of a claim and no refund will be given.

Cancellation after the 14 day cooling off period

If the cover has started and provided You have not made a claim, and a claim has not been made against You then You can still cancel your Policy, however your refund will be subject to a deduction for the time You have been covered plus an administration fee of £60 (including Insurance Premium Tax). Insurance Premium Tax where applicable is charged on the net refund.

Please note the full annual premium is payable in the event of a claim and no refund will be given.

To cancel your policy please call our customer service team on 0333 222 1043 or write to us at Churchill Van Insurance, PO Box 80360, London, N17 1JE

Where we may cancel Your cover

We may cancel the Policy if we have a good reason for doing so. Some examples of situations where we would have a good reason for cancelling your Policy include (but are not limited to) where You have:

- not paid Your premium; or
- provided Us with incorrect information; or
- changed Your address during the Policy to one We cannot cover; or
- changed Your Vehicle during the Policy to one We cannot cover; or
- failed to supply requested validation documentation (such as evidence of No Claim Discount and copies of driving licences for all named drivers).

Before We cancel your Policy We'll send You seven days' written notice to either the email address or postal address last notified to Us. You must return your current Certificate of Motor Insurance to Us or provide Us with an electronic declaration of surrender within 7 days to comply with Section 147 of the Road Traffic Act 1988.

When We have received the Certificate of Motor Insurance or the electronic declaration of surrender and subject to You not having made a claim or a claim having been made against You, any refund of premiums will be calculated after deducting the charges, as set out in the as set out in "General Conditions of **your** policy" section of the Churchill Van insurance Policy booklet and Churchill Van Insurances Terms of Business (arranged and administered by Brightside Insurance Services Ltd).

2 Other insurance

If the insurance cover under this policy is also provided by another policy, we will only pay any sums due that are over and above the amount which is payable under the other insurance.

Unless otherwise stated in this Policy:

- a if at the time of any accident, injury, loss, destruction or damage, which gives rise to a claim, there is any other insurance effected by You or on Your behalf applicable to such accident, injury, loss, destruction or damage, Our liability shall be limited to its rateable proportion thereof; and
- b If any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy, whether in whole or in part or from contributing rateably, then Our liability hereunder shall be limited to any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.

This Condition does not apply to Section 4 Personal Accident.

3 Care of Your Vehicle

Your Vehicle must be covered by a valid Department of Transport Test (MOT) Certificate if You need one by law.

You must take all reasonable precautions to avoid loss of, or damage to Your Vehicle. For example, You should remove it to a safe place as soon as possible if it breaks down. You should also take all reasonable care of the keys to Your Vehicle to prevent them being lost or stolen.

You must always take the keys out of the ignition and remove them completely from Your Vehicle and its vicinity when left at any time whatsoever (regardless of whether Your Vehicle is still within Your sight) and make sure that You do not leave belongings on display. You should close all the windows and sunroofs and lock all doors. Make sure any manufacturer's standard security device fitted to your vehicle is operational when your vehicle is left unattended. Endorsements may apply to Your cover, setting out other requirements relating to immobilisers, alarms and tracking devices. In these cases, We'll need to see evidence that an approved alarm, immobiliser or tracking device has been fitted. These devices must always be on and working whenever Your Vehicle is left.

If You do not take reasonable care of Your Vehicle and meet any security requirements, this Policy may no longer be valid and We may not pay any claim.

You or any other person covered by this insurance must do the following:

- protect Your Vehicle from loss or damage
- keep Your Vehicle in an efficient and roadworthy condition. (You may be asked to provide details to show Your Vehicle was regularly maintained and kept in a good condition)
- not move or drive Your Vehicle in a way likely to affect safe driving or control or in a way which could cause loss or damage to it
- not move or drive Your Vehicle after an accident, Fire or Theft if to do so may cause additional damage
- allow Us to examine Your Vehicle at any reasonable time if we ask you

4 Changes to the information You provided

It is a condition of this Policy that You let Us know immediately of any changes to:

- the Vehicle registration number or Vehicle details
- your home and/or garaging address
- the name or contact telephone number of each driver named on the Policy

Your premium is based on the information You gave Us when Your cover started or when it was renewed. If Your circumstances change You must tell Us as soon as possible. If You are not sure whether You need to tell Us about certain facts, You should contact the customer service team on 0333 222 1043. You should keep a record of the information You give in relation to this Policy. If the information shown in the Statement of Fact has changed or is not correct, and if the disclosure of that information is significant, then this Policy may be invalid. If Your Policy is valid, but the disclosure of that information is significant and relevant to Your claim, then We may refuse to deal with any claim from You.

Here are some examples of changes You need to tell Us about if they happen during the Period of Insurance

- a change of Your Vehicle – including getting an extra Vehicle
- a change in the way You use Your Vehicle
- a change of address
- a change of occupation, including part-time work
- convictions and prosecutions
- any accidents or claims regardless of fault
- a change in the main driver of Your Vehicle
- details of drivers You have not told Us about before

- if You or anyone who will drive Your Vehicle develop any serious medical conditions or are told by a doctor not to drive due to medical reasons

Note: This list is not exhaustive. If in doubt, call us on 0333 222 1043.

This insurance will only apply if:

- the person claiming has kept to all the terms and conditions of this Policy; and
- all the information within the Statement of Fact is correct.

5 Modifications to your vehicle

You must tell us what modifications you intend to make and obtain our agreement prior to making them. Modifications are changes to Your vehicle's standard specification, including optional extras. These include, but are not restricted to, changes to the appearance and/or the performance of Your vehicle (including wheels, suspension, bodywork and engine). Failure to provide correct information or inform us of any changes could adversely affect Your policy, including invalidating your policy or claims being rejected or not fully paid.

6 Motor Insurance Database (MID)

Information relating to your policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). The MID and the data stored on it may be used by certain statutory and/or authorised bodies including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- Electronic Licensing (Tax Discs);
- Continuous Insurance Enforcement;

- law enforcement (prevention, detection, apprehension and/or prosecution of offenders); and
- the provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. It is our responsibility to update your policy to the MID. We fully comply with the agreements in place with the MIB to update your details within seven days; however it is important that you check your policy documents ensuring that the registration number is recorded correctly.

If it is incorrectly shown on the MID you are at risk of having your car seized by the police. You can check that your correct registration number is shown on the MID at www.askMID.com.

If the registration number is not shown correctly on your policy documents, or you cannot find your car on the MID, please contact us immediately.

7 Accidents and claims procedure / advice

Our aim is to give You the best claims service that We can. If You use the services provided, We can provide a better service than when the claim is outside Our control. Please call the Claims Helpline number 0800 051 0085.

If any accident, injury, loss or damage occurs, You must:

- give Your name, address and insurance details
- get the name, address, phone number, Vehicle registration and any other information You can from the other driver or drivers, passengers, witnesses and any attending police officer
- note the exact location and any relevant road signs or markings
- if there is an injury and You did not give Your details at the scene, report the incident to the police within 24 hours
- report any Theft to the police immediately and take a note of the officers name, number and crime reference. If Your Vehicle is located after its Theft, make sure that it is safe and secure
- call 0800 051 0085, giving full details, as soon as it is reasonably possible
- send every communication You receive in connection with the claim to Us unanswered as soon as possible
- notify Us as soon as You become aware of any pending prosecution, Coroner's Inquest or Fatal Accident Inquiry involving any person covered by this Policy
- not admit to, negotiate on, or promise to pay or refuse any claim unless You have written permission from Us
- not act in any way to prejudice Our interest
- provide Us with all reasonable assistance We may need in relation to your claim

Making a claim

In the event of a claim covered by this Policy You must still pay the premium. If payment is not made, We:

- may cancel this Policy in accordance with the General Conditions and seek payment of the outstanding balance of premium

- may refuse to pay any claim connected with an occurrence on or after the due date of the premium
- reserve the right to deduct any outstanding premium from the claim payment, if the claim is for loss of, or damage to Your Vehicle, which is covered by this Policy
- may recover from You the outstanding balance of premium or seek reimbursement from You of any claim payment which has already been made.

Handling the claim on Your behalf

We can take over and conduct in Your name or in the name of any person covered by this Policy:

- the defence or settlement of any claim
- legal proceedings in Your name at Our expense and for Our benefit to recover any payments made under this Policy

You or the person whose name We use must co-operate with Us on any matter affecting this insurance.

8 Special provisions – right of recovery

If any claims or other monies are paid to You by mistake for any reason, or a claim has been paid which We later find to be fraudulent, false or exaggerated, You must repay the amount paid by Us.

If We have refunded any premium following cancellation, We can take any money You owe Us from any payment We make.

Application of limits of Indemnity

(In the event of any accident involving Indemnity to more than one person) Any limitation by the terms of this Policy, or of any Endorsement thereon, the amount of any Indemnity shall apply to the aggregate amount of Indemnity to all persons Indemnified, and such Indemnity shall apply in priority to You.

9 Automatic renewals

When your policy is due for renewal, we may offer to renew it for you automatically using the payment details you have already given, unless you or we have advised otherwise.

We'll contact you at least 21 days before your policy ends to confirm your renewal premium and policy terms, and before taking any payment. If you don't want to renew your policy, you must contact us before your renewal date to let us know.

If we don't hear from you, we will debit your account with the payment details we hold on record, and your policy will automatically continue without a break in cover from your stated renewal date. You can contact us by phone, post or online if at any time your circumstances change and you no longer want your policy to renew automatically. If you choose not to renew automatically, your policy – including any additional products or benefits – will lapse on the renewal date, and you will be uninsured unless you contact us (or an alternative insurer) to arrange cover.

It's not possible to offer automatic renewal with all payment methods, so please check your renewal invite for further details. In some instances, we may be unable or choose not to offer renewal terms. If so, we will write to you at your last known address to let you know.

10 Sanctions, Prohibitions or Restrictions

We will not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Section 1 – Loss and damage inc. windscreen cover

Loss of, or damage to Your Vehicle, Accessories or spare parts

In the event of Your Vehicle, Accessories and spare parts being lost, stolen or damaged, We'll either:

- repair the damage;
- replace what is lost or damaged if it is too expensive to repair; or
- pay the cost of the loss or damage.

If your vehicle is stolen and then recovered after we've settled your claim, it becomes our property unless we agree otherwise.

If your vehicle keys are stolen we will pay the cost of replacing the:

- affected locks;
- lock transmitter and central locking interface;
- affected parts of the alarm and/or immobiliser, if it can be established to our reasonable satisfaction that the identity or garaging address of your vehicle is known to any person who is in possession of your keys.

We can choose which of these actions We'll take for any claim We accept.

The most We'll pay is the Market Value of Your Vehicle, Accessories and spare parts at the time of the loss or damage. We'll not pay more than the amount for which You insured them. If Your Vehicle is under a hire purchase or leasing agreement, We'll normally pay any claim to the legal owner.

If You are VAT registered You are entitled to recover VAT on the cost of repairs and replacement goods to the extent allowed by law.

We may decide to repair your vehicle with parts that haven't been made by your vehicle's manufacturer, but that are of a similar standard. Any part or accessory not available, the most We will pay for that part will be the cost shown in the manufacturer's last United Kingdom price list. We'll not be responsible for additional storage costs caused by the unavailability of Accessories or spare parts nor the cost of importation of Accessories or parts into the United Kingdom.

If Your Vehicle cannot be driven because of the loss or damage covered under this Policy, We'll pay the reasonable cost of protecting Your Vehicle and taking it to the nearest competent repairer. After it has been repaired We'll pay the reasonable cost of delivering it to Your address in the United Kingdom.

Provided that the policy is still current, we will also temporarily insure any motor vehicle supplied to you under the Churchill recommended repairer network whilst your vehicle is being repaired as a direct result of damage covered by this policy (**subject to availability**). Our recommended repairer is not obliged to provide a replacement vehicle larger than a small car or car-derived van. The cover for a vehicle supplied under this paragraph will be comprehensive, even if the policy cover is third party, fire and theft.

If the vehicle is still in your possession at the time this insurance expires, you must renew this insurance to maintain cover for the temporary vehicle.

Repairs carried out by our recommended repairer network are guaranteed for 5 years.

We will retain, at Our discretion, the right to the salvage of a Vehicle following a total loss for disposal in accordance with the Association of British Insurers (ABI) code of practice.

If You have comprehensive cover and You claim for accidentally broken glass in your vehicle windscreen or windows or scratched bodywork caused by the broken glass, we will pay for the repair or replacement including recalibration and it will not reduce your No Claim Discount.

Your vehicle glass will be replaced with glass that has been manufactured to Original Equipment Manufacturer (OEM) standards.

New Vehicle Replacement

If your vehicle is less than one year old and you are the first and only registered owner, we will replace it with one of the same make and model if it has:

- been stolen and not found; or
- suffered damage covered by the policy and the cost of repairing is more than 60% of the last United Kingdom list price.

We can only do this if a replacement vehicle is available in the UK and anyone else who has an interest in your vehicle agrees.

If a suitable replacement vehicle is not available, or your vehicle was not supplied as new in the UK, we will pay you the market value of your vehicle at the time of the loss (less any excess that may apply).

If we settle a claim under this clause, the lost or damaged vehicle becomes our property and you must send us the registration document.

Section 1 – Exclusions

What is not covered

- a) Depreciation, wear and tear, mechanical, electrical and electronic breakdowns or failures, or equipment or computer malfunctions.
- b) Loss of use of Your Vehicle.
- c) Damage to tyres by application of brakes or by punctures, cuts or bursts.
- d) Any amount above the cost (or in the case of a Vehicle of foreign manufacture the sterling equivalent of the cost) of any parts or Accessories according to the manufacturer's last published list price plus the reasonable cost of fitting.
- e) Loss where property is obtained or attempted to be obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason.
- f) Loss caused by repossession of your vehicle or restitution to its rightful owner.
- g) Loss of, or damage to:
 - money, stamps, tickets, documents, securities, lottery tickets, raffle tickets, promotional vouchers, Air Miles vouchers or similar programmes
 - goods, tools or samples carried in connection with any trade or profession
 - property that is covered under any other Policy
 - tapes, cassettes, compact and mini discs, citizen band radios, phones or phone equipment
- h) Loss of, or damage to Your Vehicle caused by it being taken by, or driven by, a person who was not an insured driver under the Policy, but was a member of Your family or household or any other person known to You, unless it has been reported to the police as a Theft and You can prove that the driver intended to permanently deprive You of Your Vehicle.
- i) Loss or damage caused by anyone who is convicted for driving while under the influence of drink or drugs at the time of the accident
- j) Loss of, or damage to Your Vehicle caused by confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- k) Loss of value on Your Vehicle following repairs.
- l) Loss or damage caused by the Theft of, or from, Your Vehicle whilst the ignition and or entry and or immobilisation key(s) transmitter(s) or other entry devices have been left in or on Your Vehicle.
- m) Loss or damage caused by Theft from Your Vehicle if all openings have not been locked when there is no one in the Vehicle.
- n) The draining, flushing and replenishing of the fuel from your vehicle, in the event of misfuelling.
- o) Loss or damage caused by theft or attempted theft if any manufacturer's standard security device fitted to your vehicle is not operational when your vehicle is left unattended.
- p) Any amount greater than £125 if you do not use our approved windscreen supplier.
- q) Damage to any windscreens or windows which are not made of glass, for example perspex.
- r) Any increase in damage as a result of Your Vehicle being moved under its own power following an accident, Fire or Theft.
- s) Damage to windscreens or windows where the glass is not broken or chipped, but is only scratched (this may be covered under: Accidental Damage)
- t) Damage caused by frost.
- u) That part of the cost of any repair or replacement which improves Your Vehicle beyond its condition immediately before the loss or damage occurred.
- v) Failure or inability of any equipment or any computer programme to recognise, correctly interpret or process any date as the true or correct date, or to continue to function correctly beyond that date.

- w) Loss or damage caused maliciously or deliberately by any person employed by You or driving Your Vehicle with Your permission or agreement.
- x) Loss of keys, remote controls or security devices.
- y) Loss or damage caused by using machinery attached to Your Vehicle, as a tool of trade, unless specifically agreed at inception.
- z) Any storage charges unless You tell Us about them and We agree in writing to pay for them.
- aa) Loss of or damage to, any trailer or caravan, whether attached to or detached from your vehicle.
- ab) More than £500 for loss of or damage to permanently fitted in-vehicle audio, television, phone, CB radio, games-console, electronic-navigation or radar detection equipment (if the equipment is part of your vehicle specification when first registered, we will provide unlimited cover).
- ac) Loss of, or damage to, your vehicle as a result of its tipping mechanism in operation.
- ad) The first amount you must pay shown under endorsements added to the schedule.
- ae) To repair or replace glass contained within any pick-up hard top or canopy is not covered under the windscreen section.

Section 2a – Liability to third parties

1. Cover for you

We will cover **you** for **your** legal liability to other people caused by an accident which involves **your vehicle** and:

- **you** kill or injure someone;
- **you** damage someone else's property.

This cover also applies to an accident involving a trailer or vehicle you are towing.

2. Cover for other people

We will also provide the cover under

'1. Cover for you' for:

- anyone insured by this **policy** to drive **your vehicle**, as long as they have **your** permission;
- anyone **you** allow to use but not drive **your vehicle**;
- anyone who is in or getting into or out of **your vehicle**;
- accidents caused by any electric charging cables when attached to **your vehicle** as long as **you** have taken due care to prevent such an accident.

3. Cost and expenses

a. Legal costs

If there is an accident covered by this **policy**, **we** have the option entirely at **our** discretion to pay the reasonable legal costs and/or expenses to defend or represent **you** or any driver covered by this **policy**:

- at a coroner's inquest or fatal accident inquiry and/or
- in criminal proceedings connected with the accident.

We must agree to all legal costs and/or expenses beforehand. If **we** agree to pay such legal costs and/or expenses, **we** will advise **you** as to the extent of any assistance **we** will give.

b. Emergency medical treatment

We will pay for emergency treatment fees as set out in the **Road Traffic Act**. If **we** make a payment under this section only, it will not affect **your** no claim discount.

4. Payments made outside the terms of the policy

If we must make a payment because the laws of any country require us to do so, we may recover from you, or the person who is liable any payment that is not covered by this policy. This includes any amount that we would not otherwise be required to pay as a result of your failure to provide accurate information.

Section 2a – Exclusions

What is not covered

- loss of or damage to any vehicle you drive or any trailer or vehicle you tow;
- anyone who has other insurance covering the same liability;
- death or injury to anyone while they are working with or for the driver of the vehicle; except as set out in the Road Traffic Act;
- damage caused by any driver insured by this policy to any property they own or are responsible for;
- liability for more than £2,000,000 for any claim or series of claims for loss of or damage to property including any indirect loss or damage caused by one event (including all costs and expenses);
- liability caused by acts of terrorism as defined in the Terrorism Act 2000 (UK) and/ or the Anti-Terrorism and Crime Act 2003 (Isle of Man) except as is strictly required under the Road Traffic Act;
- legal costs or expenses related to charges connected with speeding, driving under the influence of alcohol or drugs, or for parking offences;
- liability for anyone other than you or the attendant of your vehicle, whilst loading or unloading directly from your vehicle except as is strictly required under the Road Traffic Act;
- any death, injury or illness caused by food poisoning, anything harmful contained in any goods supplied, or any harmful or incorrect treatment given at or from any vehicle insured under this policy.

Section 2b – Liability for automated vans in Great Britain

Liability for automated vans in Great Britain

We'll provide cover for accidents caused by your automated vehicle when it is lawfully driving itself on a road or other public place in Great Britain.

Does this cover apply to my vehicle?

The cover in this sub-section will only apply to **your vehicle** if it has been identified on the Secretary of State's list of motor vehicles that may safely drive themselves.

If **your vehicle** isn't identified on the list, the cover in this section won't apply to your **policy**.

Words with a specific meaning

When we use these words or terms in this sub-section they have these specific meanings (unless we say differently).

Insured person The policyholder and anyone else insured by this policy to drive your automated car with your permission.

Where am I covered?

We'll only provide the cover in this sub-section in Great Britain, which is:

England.
Scotland.
Wales.

This is because this sub-section has been written to comply with the laws of Great Britain.

If your automated vehicle is involved in an accident when it is lawfully driving itself outside Great Britain (including when it is lawfully driving itself in Northern Ireland, the Channel Islands or the Isle of Man), the rest of your policy will apply.

What is insured

We will provide cover for an accident caused by your automated vehicle when it is lawfully driving itself on a road or other public place in Great Britain and:

- injures or kills any person (including the person in charge of your automated vehicle), and/or
- damages property.

You must keep the software of your automated vehicle up to date and you must not modify it other than in accordance with any manufacturer's instruction.

What is not insured

We won't cover any loss, damage or injury:

- a That takes place outside of Great Britain.
- b Caused by your **automated vehicle** driving itself at any time or place that the use of automated functions is unlawful.
- c To the extent that an accident was caused or contributed to by any party suffering loss, damage or injury.
- d To an **insured person** if the accident is caused by a failure to install safety critical updates to your **automated vehicle** or its software has been altered without the approval of the manufacturer. We may also require an **insured person** to repay us any amounts that we are required by law to pay.
- e To the person in charge of your **automated vehicle** where the accident was wholly due to that person's negligence in allowing your **automated vehicle** to begin driving itself when it was not appropriate to do so.
- f To property which an **insured person** owns or is responsible for. That's covered by another insurance policy.
- g That's due to an act of terrorism as defined by the terrorism legislation applicable where the incident took place.
- h To your **automated vehicle** or **trailer**.
- i To goods carried for hire or reward.
- j We won't cover legal costs or expenses.

You may be covered for some of these exclusions under other sections of your policy – please check your policy carefully. If you have any questions, please get in touch.

Section 3 – Personal Belongings

Personal belongings

We will pay for loss of, or damage to, clothing and personal belongings caused by fire, theft, attempted theft or accident, while they are in or on your vehicle. The most we will pay for any one incident is £150. If you ask us to pay someone else, we will have no further responsibility to you once we have done so.

What is not covered

We will not cover loss of or damage to:

- money, credit or debit cards, stamps, tickets, vouchers, documents, securities (such as share and Premium Bond certificates), tools, goods or samples carried in connection with any trade or business; or
- property insured under any other policy.

Section 4 – Personal Accident

Personal Accident

What is Covered

We will pay you or your legal representatives £5,000 if you or your spouse/civil partner are accidentally injured while travelling in or getting into or out of your vehicle, and this injury alone results, within three calendar months of the date of the accident, in:

- death;
- total irrecoverable loss of sight in one or both eyes;

or

- loss of any limb.

What is not covered

We will not cover:

- any injury or death connected with suicide or attempted suicide;
- anyone who is convicted for driving while under the influence of drink or drugs at the time of the accident; or
- an injured person under this policy if we insure them against personal accident under any other motor insurance policy.

The most we will pay in any period of insurance is £5,000.

Section 5 – Medical Expenses

Medical expenses

If You or Your driver are injured in an accident involving Your Vehicle, We'll pay the medical expenses of up to £100.

Section 6 – No Claim Discount

If no claim is made against your policy, your renewal premium will be adjusted in accordance with our No Claim Discount scale applicable at the renewal date. However, if a claim is made against your policy, we may reduce your No Claim Discount. If you have not paid all the premiums you owe, we will not issue proof of your No Claim Discount. You cannot transfer this discount to another person.

If you have not paid all the premiums you owe, we will not issue proof of your No Claim Discount.

In the event of a claim being made the No Claim Discount will be stepped back in accordance with the following scale:

No. of years Discount at the start of the period of insurance	No. of years Discount at the next renewal date following:		
	1 claim	2 claims	3 claims or more
7 or more	3 years	1 year	Nil
4 to 6 years	2 years	Nil	Nil
3 years	1 year	Nil	Nil
2 years	Nil	Nil	Nil
1 year	Nil	Nil	Nil

Your No Claim Discount will not be reduced as long as we have got back all that we have paid from those who are responsible.

The No Claim Discount on your policy won't be affected if you only claim for windscreen damage or emergency medical treatment

Protected discount

If this is shown in your schedule, your No Claim Discount is protected, You will keep your No Claim Discount protection unless you have;

- more than one claim in a period of cover; or
- more than two claims in any three periods of cover in a row.

If we have to reduce No Claim Discount we will do so as follows.

Number of claims in a period of insurance	No. of years Discount at the start of period of insurance:	
	5 or more years	4 years
2 claims	2 years	1 year
3 or more claims	Nil	Nil
Number of claims in three periods of insurance in a row		
3 claims	2 years	1 year
4 or more claims	Nil	Nil

Section 7 – Foreign travel

This policy also provides the minimum cover you need by law to use your vehicle in:

- any country which is a member of the European Union; and
- Jersey, Guernsey, the Isle of Man and any country listed below which the Commission of the European Community approves as meeting the requirements of Article 8 of EC Directive 2009/103/EC on Insurance of Civil Liabilities connected with using motor vehicles.

Countries include:

Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, Malta, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland including Liechtenstein.

The insurance is extended for up to 30 days in each policy period, to provide the same cover shown in your policy schedule in any of the countries shown above. You must call us before you travel with associated dates of travel. This will cover your vehicle while it is in and being transported between any countries to which the insurance applies. Cover in these countries is conditional that your main permanent residence being in the United Kingdom. If you cannot drive the vehicle because of loss or damage covered by this policy, we will also pay the reasonable cost of delivering it to your address in the United Kingdom.

Extending your policy cover abroad

After the period of 30 days, for an extra premium, your policy can be extended to provide the same level of cover as you have in the territorial limits for an agreed period. Please call us to arrange cover. Your vehicle will also be covered during journeys between those countries by a recognised carrier.

Cover in these countries only applies if your permanent home is in the United Kingdom and your visit abroad is for less than 90 days in a period of insurance.

Customs Duty

If you have to pay customs duty on your vehicle in any of the countries covered in clause 2 because of repairs covered under the policy, we will pay these costs for you.

General exclusions to Your Policy

These General Exclusions apply to sections one to seven of this Policy and describe the things which are not covered. These apply as well as the exclusions shown in each Section detailing the cover provided.

- 1 This Policy does not cover any claim for injury, loss, damage or liability caused by or in connection with Your Vehicle whilst:
 - a) used for any purpose not permitted by the effective Certificate of Insurance.
 - b) driven or in the charge of anyone who is not described in the Certificate of Insurance as a person entitled to drive or who is excluded from driving by any Endorsements or covered by another Policy.
 - c) driven or in the charge of anyone who does not have a valid driving licence or who is disqualified from driving, who has not held a driving licence or who is prevented by law from holding one.
 - d) used in an unsafe or unroadworthy condition or, where such regulations require, does not have a current M.O.T. Certificate (you may be asked to provide details to show that Your Vehicle was regularly maintained and kept in a good condition).
 - e) driven by or in the charge of anyone who does not keep to the conditions of their licence or all the conditions of this Policy.
 - f) used to carry passengers or goods in a way likely to affect the safe driving and control of the Vehicle.
 - g) manufactured as or been modified as a motorhome or a campervan (a motorhome / campervan is a motor vehicle equipped with living accommodation).

Notwithstanding anything to the contrary in General Exclusion 1 a) or 1 b) above, the Indemnity to the insured in connection with Your Vehicle shall operate while Your Vehicle is in the custody or control of a member of the Motor Trade and used only for the purpose of its overhaul, upkeep or repair.

- 2 We do not cover any loss or damage to property, legal liability, expense, or bodily injury which is directly or indirectly caused by, contributed to, or connected to:
 - ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.
 - War, invasion, revolution, military or usurped power or connected with Government Action or a similar event except as is strictly required under the Road Traffic Act.

Government Action includes:

- Martial law, confiscation, nationalisation, requisition or destruction or damage of property.

These actions carried out by or under the order of:

- Any government or public or local authority.

It also includes any action taken in:

- Controlling, preventing, suppressing any activity relating to war.

- 3 This Policy does not provide cover for any liability caused by acts of terrorism as defined in Part 1 of the UK Terrorism Act 2000 or successors thereto, except as is necessary to meet the requirements of any relevant road traffic legislation. In territories other than the United Kingdom the definition contained in the UK Terrorism Act 2000 or its successors will be deemed to be the applicable definition.

- 4 This Policy does not cover death or bodily injury to any person or damage to any property which is directly or indirectly caused by pollution or contamination, unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the Period of Insurance and is sudden, identifiable, unintended and unexpected. We will consider the pollution to have happened at the time the incident took place. Please note this exclusion does not apply where We have to meet any relevant road traffic legislation.
- 5 We will not pay the claim, and all cover under the Policy is forfeited if You or anyone acting for You makes a claim under the Policy knowing the claim to be false, fraudulently inflated or supported by fraudulent documents or if the loss, damage or injury is caused by Your wilful act or with Your connivance.
- 6 This Policy does not apply when any Vehicle covered by it is towing a greater number of caravans, Trailers or disabled mechanically propelled vehicles than is permitted by law.
- 7 This Policy does not cover loss or damage caused by (unless it be proved by You that the loss or damage was not occasioned thereby) or in consequence of:
 - earthquake or
 - riot or civil commotion occurring in Northern Ireland or outside Great Britain, Isle of Man and Channel Islands (except where We need to provide cover to meet the minimum insurance required by the relevant law)Except as required by any road traffic legislation.
- 8 This Policy does not cover loss or damage as a direct result of pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- 9 This Policy does not cover loss of, or damage to Your Vehicle where possession is obtained by fraud or deception.
- 10 This Policy does not provide cover for any accident, injury, damage, loss, or any liability of whatsoever nature while Your Vehicle is in or on that part of an aerodrome, airport, airfield or military base provided for:
 - a) the take-off or landing of aircraft and/or the movement of aircraft on the surface
 - b) aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas
 - c) customs examination areas in passenger terminalsExcept as required by any relevant road traffic legislation.
- 11 This Policy does not cover racing of any description or being used in any contest, competition, rallies or speed trial (apart from treasure hunts).
- 12 This Policy does not cover Your Vehicle whilst being used on any form of race track or off-road activity.
- 13 This Policy does not provide cover for any accident, injury, damage or loss caused directly or indirectly by carrying of Hazardous Goods, other than to meet the requirements of any relevant traffic legislation.
- 14 This Policy does not provide any cover when Your Vehicle is towing for hire and reward any Trailer or disabled mechanically propelled Vehicle.
- 15 This Policy does not provide cover for any accident, injury, damage or loss when Your Vehicle is:
 - a) carrying an unsafe load
 - b) towing a Trailer which is unsafe or has an insecure loadExcept as required by any relevant road traffic legislation.
- 16 This Policy does not cover any liability, loss or damage caused by explosion, sparks or ashes from Your Vehicle, or from any Trailer or machinery attached to, or detached from it.

- 17 This Policy does not cover any liability, loss or damage that happens outside the Territorial Limits (apart from the cover detailed in Section 7 – Foreign Travel).
- 18 This Policy will not cover Your Vehicle if it is used or kept in any way that breaks any security requirements imposed by an Endorsement.
- 19 This Policy does not cover any liability that You have agreed to accept unless You would have had that liability anyway.
- 20 This Policy does not cover any damage or liability caused by a Vehicle being towed by Your Vehicle.

21 Automated vehicles

This policy does not provide cover for any loss, any loss, damage or injury caused by your automated vehicle driving itself at any time or place that the use of automated functions is unlawful.

Unless we're required to do so under the law of the country in which the accident occurs, we won't cover any loss, damage or injury:

- To the person in charge of your automated vehicle where the accident was wholly due to that person's negligence in allowing your automated vehicle to begin driving itself when it was not appropriate to do so.
 - To an insured person if the accident is caused by a failure to install safety critical updates to your automated vehicle or its software has been altered without the approval of the manufacturer. We may also require an insured person to repay us any amounts that we are required by law to pay.
- 22 We don't cover any loss, damage, legal liability, cost or expense caused by:
- loss, partial loss or corruption of any electronic data.
 - repair, replacement or restoration of any electronic data
 - a ransom to gain access to your Vehicle or its features
 - a cyber event
- except when required by the Road Traffic Act.

Service standards

Complaints process

We intend to provide You with a high level of service at all times. In the unlikely event that You should have cause for complaint, please write to:

Quality Manager
Churchill Van Insurance
Brightside Insurance Services Ltd
PO Box 80360
London
N17 1JE

Tel: **0333 222 1043** (calls may be recorded for training, compliance and claims purposes)

Email:

van.customer.relations@churchill-vaninsurance.co.uk

Churchill Van Insurance is arranged and administered by Brightside Insurance Services Ltd, who are responsible for resolving all complaints related to the service they provide. If Your complaint relates to U K Insurance Limited and Our services (including claims handling), then the Quality Manager will forward your complaint to Us for resolution within 5 days of receipt. If your complaint does not relate to any regulated insurance activity of U K Insurance Limited or Brightside Insurance Services Ltd, the Quality Manager will notify you in writing within 5 business days and, where possible, provide you with details to whom the complaint should be redirected. If your complaint relates to any other optional product, please refer to that Policy document for details of how to complain.

The Quality Manager will acknowledge your complaint in writing promptly and let You know when they'll be able to fully respond. This is usually within 8 weeks. Full details of the complaints handling procedures are available upon request.

If we don't complete our investigations within 8 weeks of receiving your complaint or you're unhappy with our response, you may ask the Financial Ombudsman Service (FOS) to look at your complaint. This is a free and independent service. If you decide to contact them, you should do so within 6 months of our response letter. Referring your case to the FOS will not affect your legal rights.

You can contact them by:

Email:

complaint.info@financial-ombudsman.org.uk

Phone:

UK: **0300 123 9123** or **0800 023 4567**

Abroad: **+44 20 7964 0500**

Writing to:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Their website also has a great deal of useful information:

www.financial-ombudsman.org.uk

How to Contact Us

Claims & 24 hr Emergency Helpline	0800 051 0085
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Customer Service	0333 222 1043
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Mon-Fri: 9am-6pm
Sat: 9am-1pm

Email	enquiries@churchill-vaninsurance.co.uk
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If you would like a Braille, large print or audio version of your documents, please let us know.

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You can check these details on the Financial Services Register by visiting the FCA's website www.fca.org.uk or by contacting the FCA on 0800 111 6768.

CFB V CDL PB 0825