

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 see the back of this policy booklet for information on how to register your claim or call our round-the-clock claims helpline on **01575 520 826**. 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 details

Claims number:

01575 520 826

Customer services number:

0333 222 1043

Approved Windscreen Supplier:

0800 028 3754

To register your claim online:

To find out more information about registering your claim online, please scan the QR code on the back of this policy booklet. This service is available 24 hours a day.

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 **01575 520 826**.

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 **01575 520 826**.

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?

Your home charger and charging cables are considered accessories your vehicle. This means they're covered under 'Section 1: Loss and damage inc. windscreen cover of your policy. You're also covered for any accidents to others involving your charging cables when they are attached to your vehicle. For example, someone tripping over your cable,. To be covered under this section, you must take precautions to prevent an accident and ensure any cable does not create a trip or obstruction hazard.

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: Markerstudy House, 45 Westerham Road, Bessels Green, Sevenoaks, Kent TN13 2QB.

Registered in England and Wales number 04137311. VAT No. 8511469 32.

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.

Roadworthy

Your vehicle is kept in a condition that meets the legal requirements and driving laws under the Road Traffic Act. This includes (but is not limited to):

- A valid MOT certificate if required by law
- Installation of any safety and security Software updates made available by the vehicle manufacturer
- Your vehicle not having modifications that prevents it from meeting legal requirements

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.

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.

Our contract with You

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.

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.

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**, UK 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**.

Law applicable to contract

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 **your policy** at any time for a valid reason by giving **you** at least 7 days notice by either email address or postal address last notified to **us**. If **we** have good reason to suspect fraud, cancellation will follow the process set out in the ‘Fraud and misrepresentation’ section under **general conditions** of **your policy**. This also applies in any situation where **we** have agreed to provide cover, even if this has not yet started. Valid reasons may 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).

where **we** reasonably suspect fraud see ‘Fraud and misrepresentation’ in the **general conditions** which apply to all covers’ section. If **you** live in Northern Ireland, the Channel Islands or the Isle of Man, **you** must return **your Certificate of Insurance** to **us** after cancellation. This applies whether **we** cancel the **policy**, or **you** cancel it.

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). If **you** don't provide correct and complete information or inform **us** of any changes, this could invalidate **your policy**, increase **your** premium or mean **we** don't pay claims in full or at all.

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 01575 520 826.

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 **01575 520 826**, 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
- tell **us** as soon as reasonably possible about any incident which may lead to a claim under this **policy**. If **you** get any communication such as any notice or form from a court, any threat of legal action or similar, please contact **us** straight away. **We'll** deal with it or tell **you** what **you** need to do. **You** must also give **us** any other relevant information, documents or help **we** might need to process **your** claim. When **you** contact **us**, **we'll** tell **you** how to send this information to **us**, either electronically or by post. If **you're** unsure if a document is relevant, please give it to **us** anyway.
- 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.

11 Fraud and misrepresentation

You must always be honest in **your** dealings with **us**.

We consider that fraud or misrepresentation will have taken place when **you**, anyone else insured by this **policy** or anyone acting, or appearing to act, on **your** behalf:

- Provides false, inaccurate, incomplete, exaggerated or misleading information which influences **us** to provide **you** with cover, make changes to **your** cover or accept a claim.
- Makes a false or fraudulent or exaggerated claim, or part of a claim.

What happens if we discover fraud or misrepresentation?

If **we** discover fraud or misrepresentation, **we** may take one, or more, of the following actions:

- Cancel **your policy**:
 - with immediate effect; or
 - At a date and time stated in the cancellation notice **we** send to **you**.
- Void **your policy** (to void means **we** will treat the **policy** as if it never existed)
- If **we** would have provided cover but on different terms, **we** may ask **you** to pay an additional premium, reduce **your** cover in proportion to what **you** should have paid, or change the cover of **your policy**.
- Refuse to pay **your** claim(s) and recover from **you** any payment(s) already made for any claims(s);
- Recover from **you** any costs incurred by **us** in investigating the fraud;
- Keep any premiums **you** have paid;
- Cancel any other policies **you** hold with UK Insurance Limited.

If **we** take any of these actions **we** will inform **you** of this in writing either by email or by letter (if **you** have not provided **us** with an email address). It is **your** responsibility to provide **us** with accurate contact information and to keep this up to date.

We will have complied with **our** obligation to inform **you** by sending written notice to **you** at the details **we** have on file, even if **you** haven't kept those details up to date or accurate.

In addition to the actions listed above, **we** may:

- Share information about **your** behaviour with other organisations for fraud prevention purposes.
- Inform the police, which could result in **your** prosecution.

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. This can include recycled parts (also known as ‘green parts’).

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 **United Kingdom** 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 **United Kingdom**, **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) **we** won't cover loss or damage for any claim if the driver of **your vehicle** at the time of the accident:
 - Is found to be over the permitted limit for alcohol, either through roadside test or evidentiary sample.
 - Is unfit to drive through drugs, whether prescribed or not, or
 - Fails to give a swab, breath, blood or urine sample, when required to do so, without lawful reason
- 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.
- af) Repair or replacement of **modifications** unless they have been declared, and **we** have agreed to cover them.

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 precautions to prevent an accident and ensured any cable does not create a trip or obstruction hazard..

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
 - Found to be over the permitted limit for alcohol, either through roadside test or evidentiary sample.
 - Unfit to drive through drugs, whether prescribed or not, or
 - Fails to give a swab, breath, blood or urine sample, when required to do so, without lawful reason. 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 un**roadworthy** 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 terminals
 Except 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 load
 Except 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

01575 520826

Customer Service

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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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