# **Commercial Vehicle**

# **Important Notice to Policyholder**

NIG

NIG continually reviews its product offerings to ensure the cover provided is competitive in an ever changing market. We have therefore taken this opportunity to update Your wording to reflect changes to Your cover. This notice is to advise You of the important updates. Please read Your new Policy carefully and contact Your insurance intermediary should You have any questions.

The changes are summarised as follows:

# The Motor Legal Helpline

The policyholder and named drivers can ring the 24-hour legal helpline based in the UK on 0345 246 2264 for confidential legal advice on any private motoring legal problem relating to use of your vehicle. It doesn't matter whether you intend to claim for the problem or not. There are no consultation fees and lines are open 24 hours a day, 365 days a year, all you pay for is the phone call. Please ensure you have your policy number to hand when you contact us. It can only help with problems to do with laws that apply in the UK.

# How to Complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If you have a complaint about the handling of your claim you can write to NIG direct at the following address:

Customer Relations Manager, NIG, Churchill Court, Westmoreland Road, Bromley BR1 1DP.

# Email: complaints@nig-uk.com.

Please ensure that you quote your policy number in all correspondence.

Details of NIG's complaints procedures including information on what you should expect in response to your complaint can be found on NIG's website at **www.nig.com/contact-us/complaints**.

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service Exchange Tower London E14 9SR.

#### Telephone: 0800 023 4567 or 0300 123 9123.

Their website also has a great deal of useful information: www.financial-ombudsman.org.uk.

# **Territorial Limits**

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

England. Scotland. Wales.

#### Your Policy Cover

Part 1 Loss or Damage

Your windscreen excess is increased to  $\pounds100$ .

#### What is insured

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.

Following an accident if your vehicle is immobile, we will help you and your passengers make arrangements to take you to a safe place.

If you have comprehensive cover and you claim for 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 Bonus.

# Theft of Keys

If your vehicle keys or lock transmitter to your vehicle are lost or 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.

# What is not insured

More than £250 for loss or theft of keys.

To repair or replace glass contained within any pick-up hard top or canopy is not covered under the windscreen section.

The drainage, flushing and replenishing of the fuel from your vehicle, in the event of misfuelling.

# Part 2a Liability to Others

#### What is insured

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.

#### What is not insured

Liability for more than £5,000,000 other than that which is required by the Road Traffic Acts for causing death or bodily injury.

# Part 2b 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.

#### **General Exceptions**

- 1 This policy does not provide insurance when any vehicle covered is:
  - e manufactured as or been modified as a motorhome or a campervan (a motorhome/campervan is a motor vehicle equipped with living accommodation).

# 7 Automated vehicles

We won't cover 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.

#### Conditions

#### 2c Other Insurances

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.

This Condition does not apply to Part 4 Personal Accident.

# 3b Cancellation by You

has been amended to remove the administration charge that was payable upon cancellation of the Policy.

#### 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.

# Notes for your information

# 2 Changes to the Insurance

has been amended to remove the administration charge that was payable upon changes of the policy.

This can all be read in conjunction with Policy Booklet Version 27 which is available from your Broker.