

SPECIAL VEHICLE  
POLICY DOCUMENT



COVER FOR  
THE SPECIAL  
VEHICLE MARKET

# Free Business Advice Service

**Available 24 hours each day, 7 days every week, all year round**

This free helpline service is provided which you may use while your policy is in force:

**Business Legal Advice Helpline**

**0345 878 5024**

Unlimited access to a team of solicitors and other legal experts, for 24 hours confidential legal advice and guidance on any commercial legal problem such as:

- employment
- VAT
- prosecution
- contract disputes
- landlord and tenant disputes.

Please note that advice on motoring matters is not available.

Legal advice can only be offered in respect of matters subject to the laws of and within the jurisdiction of courts or tribunals of:

- England Scotland Wales and Northern Ireland
- the Channel Islands and the Isle of Man
- any other member country of the European Union
- Switzerland and Norway.

**This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Limited all calls are recorded.**

# Contents

Opposite	Emergency Assistance Telephone Numbers
1	Contents
2	Definitions
3	Our insurance contract with you
3	Policy cover
4	Accidental damage
4	Loss or damage by fire or theft
6	Liability to others
7	Legal costs
7	No claim bonus
7	Emergency treatment
8	General exceptions
9	Conditions
13	Notes for your information
14	Important Information

# Definitions

## **You**

The person(s), company or companies named in the schedule.

## **Your vehicle**

Any motor vehicle you have given us details of and for which we have given you a certificate of motor insurance.

## **We/us/the company**

U K Insurance Limited trading as NIG and/or such authorised Insurer as U K Insurance Limited may contract to underwrite any part of this Policy.

## **The schedule**

We send this with your policy. It shows your details and details of the insurance protection we provide.

## **Certificate of motor insurance**

Proof of motor insurance you need by law.

## **Period of insurance**

The operative period of this policy is that shown in the schedule, and any subsequent period for which we accept your premium.

# Our Insurance Contract with You

NIG policies are underwritten by U K Insurance Limited. This Policy is subject to the terms and conditions:

- for the period of insurance show in the Schedule; and
- and subsequent period,

for which you shall pay and we agree to accept the premium.

## Policy Cover

If the cover shown in the schedule is:

**comprehensive** - all sections of the policy apply;

**third party fire and theft** - sections 1a, 2, 3, 4 & 5 apply;

**third party only** - sections 2, 3, 4 & 5 apply.

# Section 1: Accidental Damage

## What is insured

We will pay for damage to your vehicle, the accessories on it and trailers attached to it.

We will:

- pay for the damage to be repaired; or
- replace what is damaged and costs more than its value to repair; or
- pay the amount of the damage.

# Section 1A: Loss or Damage by Fire or Theft

## What is insured

We will pay for loss of or damage to your vehicle, the accessories on it and trailers attached to it, caused by:

- a** fire, lightning or explosion;
- b** theft or attempted theft or taking without your permission.

We will:

- pay for the damage to be repaired; or
- replace what is stolen or damaged and costs more than its value to repair; or
- pay the amount of the loss or damage.

## The following also applies to Sections 1 and 1A

We will pay the reasonable cost of taking your vehicle to the nearest repairer and returning it to your address after the repairs have been carried out.

The most we will pay is the market value of your vehicle at the time of the loss or damage. We will not pay more than the amount for which you insured it. We will not pay any costs which increase the market value of your vehicle.

If we cannot obtain a replacement part or accessory, we will pay the manufacturer's last list price.

If your vehicle is under a hire purchase or leasing agreement, we will make any payment for the total loss of your vehicle to the hire purchase or leasing company.

You may authorise repairs if the estimated cost is not more than £250, but you must send us a detailed estimate.

### **What is not insured under Sections 1 and 1A**

- a** Loss of use, deterioration, loss of market value because repairs have been carried out, depreciation, wear and tear; mechanical, electrical, electronic or computer failures or breakdowns.
- b** Damage to tyres from braking or by punctures, cuts or bursts.
- c** Loss of or damage to your vehicle resulting from someone taking it by fraud or trickery.
- d** Loss of your vehicle or accessories if it is left unattended at any time unless:
  - the ignition key has been removed and all doors, windows and other openings have been closed and locked;
  - having agreed with us that a specially fitted locking or tracking device, immobiliser or alarm must be fitted, or a discount from your premium has been given for this, the equipment has been set.
- e** More than £500 for permanently fitted audio/telecommunication equipment, unless it is standard equipment for your vehicle when manufactured.
- f** Threshing machines, drums, bailing machines, trussers, tiers, grass cutters, grass driers or disabled mechanically propelled vehicles attached to your vehicle unless otherwise shown in the schedule.
- g** The first amount of any claim under sections 1 and 1A shown in the schedule.

## Section 2: Liability to Others

### What is insured

We will insure you for all amounts you legally have to pay for causing the death of or injury to anyone or damage to their property as a result of an accident caused by any vehicle which your certificate of motor insurance allows you to drive or use, including towing a trailer. This towing must be allowed by law and the trailer must be properly attached to your vehicle.

We will provide the same insurance to the following people.

- Anyone you allow to drive your vehicle if they are allowed by your certificate of motor insurance.
- Anyone travelling in or getting into or out of your vehicle.
- Any hirer of your vehicle provided that the hirer is not covered under any other policy.
- The employer of anyone you allow to drive your vehicle if they are allowed by your certificate of motor insurance.

We will insure the estate of anyone insured by this policy against any liability covered by this policy they may previously have had if they die.

### What is not insured

- a Liability for death of or injury caused to anyone in the course of their employment by anyone insured by this policy unless the accident is on a road as defined in the Road Traffic Acts.
- b Anyone who is insured by any other policy.
- c Liability for loss of or damage to property which belongs to, or is in the charge of, anyone who is insured by this policy.
- d Liability for loss or damage caused in a place where aircraft land, park or move, including the associated service roads, refuelling areas, and ground equipment parking areas.
- e Liability for pollution or contamination unless it is caused by a sudden identifiable event which is accidental and unexpected.
- f More than the amount shown in the schedule for damage to property in one claim or a series of claims arising out of one event. Where insurance is provided to more than one person, this limit will apply to the total amount and in priority to you. We can pay this amount to or on behalf of anyone claiming to be insured and be under no further liability.
- g In connection with the loading or unloading if your vehicle is beyond the limits of the carriageway by anyone other than the driver or attendant of the vehicle.
- h Liability for death, injury or damage arising from the spraying of any chemical substance.
- i Liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to, by or arising from Terrorism except so far as is necessary to meet the requirements of the Road Traffic Acts.

Terrorism shall mean an act or acts ( whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political, religious, ideological or similar purposes, or any action taken in controlling, preventing or suppressing or in any way relating to such act or acts.



## Section 3: Legal Costs

If there is an accident insured by this policy, we may pay up to the amount shown in the schedule for a solicitor or barrister to:

- represent anyone insured under this policy at a coroner's inquest or fatal accident inquiry; or
- defend anyone insured under this policy in a court.

We will not pay more than the amount shown in the schedule for defending any criminal proceedings arising from the death of another person.

## Section 4: No Claim Bonus

If no claim is made under this policy we will allow a reduction when you renew it according to our current scale of no claim bonus. You cannot transfer your no claim bonus to another person.

If you have not paid all the premiums you owe to us, we will not issue proof of your no claim bonus.

## Section 5: Emergency Treatment

If there is an accident insured by this policy, we will pay for emergency treatment that must be provided under the Road Traffic Acts.

# General Exceptions

- 1** This policy does not apply when any vehicle insured is:
  - a** being driven by, or in the charge of anyone not covered by your certificate of motor insurance;
  - b** being used for purposes not shown in your certificate of motor insurance;
  - c** being driven, with your permission, by anyone who you know has not got a driving licence or who you know is disqualified from holding or getting a licence, unless a licence is not required by law and the person driving is old enough to hold a licence for the vehicle;
  - d** being driven by, or in the charge of anyone who holds a provisional driving licence and does not keep to the conditions of that licence.

Any cover you have for loss of or damage to your vehicle continues while the vehicle is being repaired or serviced by a member of the motor trade.

- 2** This policy does not insure liability which anyone covered by this policy has as a result of an agreement or contract unless they would have had that liability if the agreement or contract did not exist.

- 3** This policy does not insure any loss or damage caused by war, government action, revolution or any similar event.

War shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations ( whether war be declared or not), civil war, mutiny, assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion or military or usurped power.

Government Action shall mean martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to War.

- 4** This policy does not provide insurance except under Section 2 (Liability to others) for any accident, injury, loss or damage caused by:

- a** an earthquake; or
- b** riot or civil commotion if it happens outside Great Britain, the Isle of Man or the Channel Islands.

- 5** This policy does not insure any loss, damage or liability caused directly or indirectly by:

- a** ionising radiation or contamination by radiation from any irradiated nuclear fuel or from any nuclear waste from the burning of nuclear fuel; or
- b** the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.

- 6** This policy does not provide any insurance for proceedings or a court judgement made in any court outside England and Wales, unless the proceedings or judgement result from the use of your vehicle in a country which we have agreed this policy will cover.

# Conditions

- 1 a** You have a duty to make to us a fair presentation of the risk before:
  - i** the inception of this Policy;
  - ii** an alteration made to this Policy, concerning changes in the risk which are relevant to the proposed alteration; and
  - iii** the renewal of this Policy; and
- b** In the event of a breach of such duty, if the breach is:
  - i** deliberate or reckless, we may:
    - a** in relation to an alteration made to this Policy, (notwithstanding the references to notice period and the refunding of premiums in General Condition 5) by notice to you by recorded delivery at your last known address treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid;
    - b** in relation to the inception or renewal of this Policy, avoid this Policy and refuse all claims and retain any premiums paid;
  - ii** neither deliberate nor reckless and we would not have:
    - a** in relation to an alteration made to this Policy, agreed to the alteration on any terms, we may treat this Policy as if the alteration was never made, but in that event we:
      - i** will return any extra premium paid; or
      - ii** may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration. We will pay on such claim a percentage of what we would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged; or
    - b** entered into this Policy on any terms, we may avoid this Policy and refuse all claims but will return any premiums paid; or
  - iii** neither deliberate nor reckless and we:
    - a** would have entered into this Policy or agreed to the alteration made to this Policy, but on different terms (other than terms relating to the premium), this Policy or the alteration (as applicable) will be treated as if it had been entered into on those different terms if we so require; and
    - b** in respect of an alteration made to this Policy:
      - i** would have agreed to the alteration, but would have charged an increased premium by more than we did or (in the case of an unchanged premium) would have increased the premium, we may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We will pay on such claim a percentage of what we would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the premium that we would have charged;

- ii** (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and we would have increased the premium, would not have reduced the premium, or would have reduced it by less than we did, we may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We will pay on such claim a percentage of what we would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the original premium if we would not have changed it, and otherwise the increased or (as the case may be) reduced total premium we would have charged.

- c** would have entered into this Policy (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, we may reduce proportionately the amount to be paid on a claim.

We will pay on such claim a percentage of what we would otherwise have been liable to pay (making provision for any different terms referred to in item **b iii a** above), based on the premium actually charged compared to the higher premium.

- c** We shall be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by us), in relation to a breach of the duty to make to us a fair presentation of the risk.

- 2** Every condition precedent to which this Policy or any Section or item thereof is, or may be, made subject shall, from the time the condition precedent attaches, apply and continue to be in force during the whole currency of this Policy. Non-compliance with any such condition precedent shall be a bar to any claim under the relevant Section(s) of this Policy, where the subject matter of the claim was caused by the non-compliance or to the extent that it was increased by the non-compliance.

- 3** You must send us a completed report form as soon as possible about any event which could lead to a claim under this policy. You must also send us any letter, writ, summons or notice without answering them. We will contact the people who wrote to you.

If you know about any possible future prosecution, inquest or fatal accident inquiry, you must write and tell us immediately. You must not pay or agree to settle any claim without our written permission.

- 4** We will be entitled to:
  - a** take over and carry out the defence or settlement of any claim in your name, or in the name of any other person insured by this policy;
  - b** take proceedings in your name, or in the name of any other person insured by this policy, to get back any money we have paid under this policy;
  - c** any information and help we need from you or any other person insured by this policy.

- 5** We may cancel this policy by giving you seven days' notice by recorded delivery. We will send notice of cancellation to your last known address.

You may cancel this policy by writing to us or your insurance adviser. If no claims have been made under this policy we will refund part of the premium using the following scale:

Length of time you had the insurance	Percentage of premium we will refund
1 month	80%
2 months	70%
3 months	60%
4 months	50%
5 months	40%
6 months	30%
7 months	20%
8 months	10%

We will not give you a refund if we provide over 8 months' insurance.

- 6** If you pay your premium by instalments under our credit agreement you must pay each instalment when it is due. If you miss an instalment and do not pay it within the time shown in our letters, you will have to pay all the money you owe along with any charges. If we do not receive this payment by the date shown in our letter we will cancel this policy from the date of the first instalment you missed. If no claims have been made under this policy, we will refund part of the premium using the scale shown above.
- 7** You must do everything possible to:
- a** keep your vehicle in an efficient, safe and roadworthy condition; and
  - b** protect it from loss or damage.
- 8** If a claim is made under this policy and there is another policy that covers the claim, we will only pay our share of the claim unless we say otherwise anywhere in this policy.
- 9** In the event of any claim under the Policy being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by you or anyone acting on your behalf to obtain benefit under this Policy, we:
- a** shall not be liable to pay the claim;
  - b** may recover from you any sums paid by us to you in respect of the claim; and
  - c** may (notwithstanding the references to notice period and the refunding of premiums in General Condition 5) by notice to you by recorded delivery at your last known address treat this Policy as having been cancelled with effect from the time of the fraudulent act and may:
    - i** refuse all liability to you under this Policy in respect of any event that gives rise to our liability occurring after the time of the fraudulent act; and
    - ii** retain any premiums paid under this Policy.
- 10** You must allow us to examine your vehicle at any reasonable time.
- 11** Under the laws of any country where this policy applies, we may have to make payments which are not insured by this policy. You or the person who caused the accident must repay us any money which we have paid because of the law of the country in which this policy applies which we would not otherwise have paid.
- You or the person who caused the accident must also repay us any money we had to pay because of any agreement with the Motor Insurers' Bureau.

- 12 a** It is a condition precedent to our liability that you shall immediately notify us if any alteration be made in respect of the following;
- i** if the owner of your vehicle changes;
  - ii** if there are any changes required to the driving or use allowed by your Certificate of Motor Insurance or if there is an age of driver restriction on your policy; or
  - iii** if there is any change of address or occupation,
- other than in accordance with General Condition 1, at any time after the Effective Date (as stated in the Schedule) of the period of insurance.
- b** This Policy shall cease to be in force if:
- i** your interest in the business ends, other than by death; or
  - ii** the business is to be wound up or carried on by a liquidator or receiver or permanently discontinued,
- at any time after the Effective Date (as stated in the Schedule) of the period of insurance, unless its continuance be agreed by us.
- 13** The parties to an Insurance contract are free to choose the law that will apply. In the absence of a specific agreement between the parties the law applying to this contract is English Law.
- 14** The following General Condition is added to this policy if the inception date of the current period of insurance is on or after 1st April 2001.
- A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

# Notes for your information (this is not part of your policy)

## 1 Accidents and losses

Please tell us about all accidents and losses immediately. Ask your broker or agent for a report form. If your vehicle is damaged in a way which is insured under the policy, ask for details of the nearest approved repairers so that you can get your vehicle back on the road as soon as possible.

Please do not admit that any accident was your fault.

Please try to get the names and addresses of witnesses.

Please send us any letter, writ, summons or notice without answering them.

## 2 Changes to the insurance

Please tell us about the following before next renewal date:

- accidents, thefts or losses (whether covered by insurance or not and regardless of blame) where these have not been previously reported to us
- motoring convictions, (including fixed penalty offences) or prosecutions pending or outstanding police enquiries. Criminal convictions or charges for a criminal offence.
- physical or mental impairments

# Important Information

## Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent who arranged the Policy within 14 days of receipt. We will return any premium paid unless a claim has been made.

## Termination

If you wish to terminate the contract at any other time, please contact the broker, intermediary or agent who arranged the Policy. Any return of premium will be made based on the number of days remaining in the Policy period, unless a claim has been made when no refund is due.

## How to make a claim

Please contact, in the first instance, the Broker, Intermediary or Agent who arranged the Policy. Please quote your policy number.

## 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 the broker is unable to resolve your complaint or it is regarding the terms and conditions of the policy they will refer it to NIG.

If your complaint is still outstanding you can write to NIG direct at the following address, quoting your policy number.

The Chief Executive,  
NIG  
Churchill Court,  
Westmoreland Road,  
Bromley BR1 1DP.

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.

## Details about our Regulator

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at [www.fca.org.uk](http://www.fca.org.uk), or the Financial Conduct Authority can be contacted on 0800 111 6768. The Prudential Regulation Authority website can be visited at [www.bankofengland.co.uk/pru](http://www.bankofengland.co.uk/pru), or the Prudential Regulation Authority can be contacted on 020 7601 4878.



### **Financial Services Compensation Scheme**

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk)

**Whoever you are contacting, please always quote your Policy Number as it will help your enquiry or complaint to be dealt with promptly.**

