



Commercial Vehicle

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Definitions

Accessories

Parts of your vehicle which do not directly relate to its function as a motor vehicle. If your vehicle is a motor caravan, we include fixtures, fittings, furnishings and furniture in this definition.

Annual mileage limit

The maximum number of miles that your vehicle is allowed to be driven in any one year of insurance.

Annual premium

The premium we charge to provide you with cover for a period of 12 months.

Certificate of motor insurance

The legal document used as evidence that you have the insurance needed by law. This document shows the insured vehicle, who can drive it, and the purposes for which it can be used.

Endorsement

A change in the terms of your insurance.

An endorsement does not apply unless the number appears in your schedule. Each endorsement has its own number.

Excess

The amount you have to pay towards any claim under this insurance as shown on your schedule.

In-vehicle entertainment and navigation equipment

Permanently fitted radios, MP3 players, cassette, CD or minidisc players (including their speakers), and navigation equipment. We do not cover citizens' band (CB) radios, telecommunications equipment (for example, a hands-free kit) and portable items such as cassette tapes, CDs, minidisks or any other music-storage equipment.

Market value

The cost of replacing your vehicle, if this is possible, with one of a similar make, model, year, mileage and condition.

Period of insurance

The length of time covered by this insurance as shown in the schedule.

Retail customer

An individual who is acting for purposes which are outside his or her trade, business or profession.

Thatcham Centre

The world's leading automatic research and technology centre. They aim to improve safety and security, and provide the automotive and insurance industries with valuable commercial information.

The schedule

Details of the sections of this insurance document which apply to you.

Unattended

When you or any passengers are not sitting in your vehicle.

United Kingdom

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

We, us, our

Qudos Insurance A/S.

You, your

The insured person named in the certificate of motor insurance and the schedule.

Your vehicle, your motor vehicle

The insured vehicle shown in the schedule.

You should read the policy, schedule and certificate of motor insurance and any later endorsements as if they are one document. Any word or expression that we have defined in the policy, schedule or certificate of insurance will have the same meaning wherever it appears.

- Being used for a purpose that it is not insured for. (As long as you do not make a profit, your employer can pay an allowance for the number of miles you drive, or a passenger can contribute towards the cost of fuel).
 - Being used in any form of competition, rally, trial, track day, performance test, timed lap, race or speed trial whether or not your vehicle is on private property, a public road, a private racetrack or a derestricted toll road. (Derestricted toll roads are roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended).
- B. Any result of war, revolution or any other similar event. Any loss or damage caused by any government, public or local authority legally taking or damaging your property.
- C. Any loss or damage caused by:
- An earthquake; or
 - A riot in Northern Ireland or outside England, Scotland, Wales, the Isle of Man and the Channel Islands.
- D. Any liability you have accepted by agreement or contract, unless that liability would have existed without the agreement.
- E. Any loss or damage caused directly or indirectly by:
- Ionising radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel; or
 - The radioactive, toxic, explosive or other dangerous properties of any explosive nuclear material or any part of it.
- F. Loss or damage caused by pressure waves from aircraft or flying objects.
- G. Loss or damage by pollution or contamination, however caused, other than cover needed by the Road Traffic Acts or any other laws which apply to motor insurance.
- H. Any liability to others, or loss or damage if your vehicle has driven more than the annual mileage limit shown in the schedule.
- I. Any loss, damage, injury or legal liability caused directly or indirectly by terrorism or any similar event. This exception does not apply to the cover we must provide under the Road Traffic Acts or any other laws which apply to motor insurance. This exception does not apply to sections 4, 5, 6 and 7 of this policy.

General conditions

These conditions apply to the whole insurance

A. We will only provide the cover described in this insurance under the following circumstances.

- Anyone claiming cover under this contract has kept to all the conditions in this document and any endorsements.
- The information you gave on the proposal form, or on the statement of insurance and any declaration, is true and complete. If we find that you have not given us accurate information, we may not pay your claim or your insurance may not be valid.
- 'Your vehicle' means any vehicle you have told us about and that we have agreed to cover. The vehicle must be your property and registered in your name. If you change the vehicle covered by this insurance or get an extra vehicle which you need cover for, you must tell us in writing beforehand.

We will only provide cover if you have paid the premium.

In the event of a claim (other than one solely under Section Eight) your annual premium must be paid in full to your insurance adviser. This includes payments by instalments or Direct Debit. In the event that any premium or credit charge is outstanding when a claim is payable, we reserve the right to deduct such outstanding sums from the claim.

- B. If you make a claim which you or anyone acting for you knows is false or exaggerated, or if you give us incorrect information or fraudulent documents, we will not pay any part of the claim, your cover under this insurance will not be valid, and you will lose any premium you have paid.
- C. After any incident which could lead to a claim, tell us immediately by phone or in writing (contact details are at the end of this document). If any incident involves theft, attempted theft or vandalism, you must also report this to the police as soon as you discover the incident.
- D. You must send us any letters, writ or summons as soon as you receive them, together with a filled-in report form. Do not answer any letters – send them straight to us. You must also tell us if you know about any prosecutions involving anyone covered by this insurance. If you or any other person covered by this insurance has an accident or loss, you or any other person covered by this insurance must not admit to anyone else that it was your fault or negotiate or refuse any claim unless you have our permission.
- E. We are entitled to take full control of any claim and we must be given whatever information and help we need. You or any other person covered by this insurance must not do anything that will affect our interest in this insurance. We can prosecute or defend any claim in your name or in the name of any other person covered by this insurance.
- F. If an annual mileage limit applies and you go over the limit shown on your schedule during the current period of insurance, your cover under this insurance will not be valid.

- G. If, under the law of any country which this insurance covers you in, we have to settle a claim which we would not otherwise have paid, you or the person who made the claim must pay this amount back to us.
- H. If your vehicle is damaged and a part or accessory cannot be repaired or replaced, we will only pay you the amount shown in the manufacturer's last United Kingdom list price. If we know that your vehicle is an imported vehicle and we have agreed to cover it, and the damaged part or accessory has never been available in the United Kingdom, we will only pay the manufacturer's last list price in the country your vehicle came from. We will not pay for the cost of importing any part or accessory needed to repair your vehicle.
- I. If your vehicle is under a hire-purchase or leasing agreement and it is damaged and cannot be repaired or replaced, we will pay the claim to the owner shown in that agreement.
- J. If there is other insurance in force which covers the same loss, damage or liability as our insurance, we will only pay the difference between that provided by the other insurance and the total cost of the loss, damage or liability, if the total cost is more. This condition does not make us responsible for any amount we would not otherwise have paid under any section of this insurance.
- K. You must take all reasonable steps to keep your vehicle in a roadworthy condition at all times, and protect your vehicle and its contents from loss or damage. You must lock your vehicle when you leave it, and set any alarm, immobiliser or other security equipment. We can examine your vehicle at any reasonable time.
- L. If you have an accident, you must take all possible steps to protect your vehicle and its accessories and contents. If the damage to your vehicle is covered by this insurance, you must arrange for your vehicle to be taken to the nearest competent repairer and we will accept any reasonable costs as part of your claim. We will not pay for any further damage you cause if you try to drive your vehicle after the accident. When your vehicle is with the repairer, you must arrange for the repairer to send us a detailed estimate for the cost of repairs immediately. One of our approved assessors must inspect your vehicle before any repairs are started. We will not be responsible for the cost of any new parts or accessories ordered, or repairs carried out, without our agreement. If we think the estimate for the cost of repairs is unreasonable, we may negotiate a lower estimate, pay for any emergency work that has been carried out so the vehicle could be used, or move your vehicle to another repairer. We have the right to move your vehicle to a safe storage place without asking you.
- M. If we choose, we may arrange for the repairer to use suitable parts and accessories that are made by a company other than the manufacturer of your vehicle.
- N. You cannot transfer this insurance to anyone else.
- O. If you pay your premium in instalments and you have paid a deposit premium, if we then do not receive the first instalment when it is due, we will send you seven days' notice of cancellation even if you have separate credit arrangements with your insurance adviser. You must pay the full amount you owe before the seven days are up. If you do not pay the full amount, we will cancel the insurance immediately.

You must notify us when you wish to cancel the policy. If your vehicle is lost or damaged and cannot be repaired or replaced and the loss or damage is covered by this insurance, you must pay all of the premium you owe before making a claim.

We will have the right to take any premium you owe from the amount of the claim.

P. You must tell us as soon as possible about any changes which could affect your insurance and which have happened since the cover first started or since you last renewed it. If you do not tell us about these changes, your insurance may not cover you fully or it may not cover you at all. If you are not sure whether any facts are important, please ask your insurance adviser. Here are some examples of changes you should tell us about.

- A change of vehicle – including getting an extra vehicle. We will need full details of your new vehicle, which must include information about the country in which it was first registered if not in the United Kingdom.
- A change in the way you use your vehicle (for example, you become a taxi driver).
- A change of address.
- A change of occupation, including any part-time work.
- Convictions and prosecutions.
- A change in the main driver of the vehicle.
- Details of drivers using the vehicle who you have not told us about before.
- Details of any medical conditions that you or anyone who will drive the vehicle has developed.

- All changes you make to your vehicle, if these make your vehicle different from the manufacturer's standard specification.
- The sale or change of any other vehicle you own or are the main user of.
- A change to the annual mileage limit (if this applies) that you need.
- A change to the place where you usually keep your vehicle.

Q. This insurance does not give rights to any person other than you (the insured person) unless we say differently elsewhere in this document.

R. We have the right to find out the mileage reading of your vehicle. You must give us all the help and information we need and provide written evidence to prove the distance recorder reading of your vehicle, if we ask for this. We can examine your vehicle at any reasonable time.

S. This insurance is written in English and all communications about it will be in English. English law will apply to this contract unless otherwise agreed in writing with us. If you live in Jersey, the law of Jersey will apply to this contract and the Jersey courts will have exclusive jurisdiction over disputes in relation to it.

We will not make any payments that are awarded by a country outside the United Kingdom unless your cover has been extended to that country under section 11 of this insurance.

Reporting accidents

What to do if you have an accident

The following is a list of what you should and should not do if you have to make a claim.

- A. Do not drive away. You must stop if any person has been hurt, or if any vehicle or property has been damaged.
- B. Ask for the names and addresses of any other drivers or pedestrians involved. If there is another driver involved, ask for the name of his or her insurer and for their insurance policy or certificate number.
- C. If the accident damaged another vehicle or property, you must give your name, address and vehicle registration number and show your insurance certificate to anyone who needs it. If anyone other than you is injured, you must show your insurance certificate to the police.
- D. Write down the names and addresses of any witnesses.
- E. Draw a diagram of the scene. Show as much detail as possible, including:
 - The position of all the vehicles before and after the accident;
 - The speeds and distances;
 - Road names and layout;
 - Where witnesses were standing;
 - Any obstructions to your or other road users' view; and
 - Anything that could be relevant to the accident (such as weather conditions).
- F. Do not admit you were at fault in any way or offer to make a payment. If any other person does this, remember to report it to us.
- G. You must report all accidents to us immediately. You can phone if necessary. You must also send us a report form. You need to answer all the questions on the form, then sign and date it and return it to us.

- H. If you receive any writ, summons or correspondence from anyone else or their representative, send it to us immediately. You must tell us immediately about any prosecution, coroner's inquest or fatal accident enquiry involving any person covered under this insurance.
- I. We cannot guarantee to provide a courtesy vehicle for you.

How to make a claim:

You must report the accident immediately to us.

If you need to tell us about an incident involving damage to or loss of your vehicle, please phone us immediately on 0800 081 0133.

You should phone this number even if your policy does not cover the damage.

If you ask us to repair your vehicle, we will do this if the damage is covered by the policy and one of our approved assessors has inspected the damage.

We promise to:

- Do our best to sort out your claim with as little paperwork as possible; and
- Start the repairs as soon as possible.

To help us process your claim, please make sure you have your policy details to hand when you contact us.

We will also need you to tell us the precise details of the incident.

In the event of a claim (other than one solely under Section Eight) your annual premium must be paid in full to your insurance adviser. This includes payments by instalments or Direct Debit. In the event that any premium or credit charge is outstanding when a claim is payable, we reserve the right to deduct such outstanding sums from the claim.

Customer Care

Travelling outside the UK

If you are travelling abroad and you need to let us know about a claim, please contact your insurance broker or agent, or phone us direct on 0800 081 0133.

Accidents abroad

You will need to fill in a statement of facts (Constat Amiable D'Accident Automobile) if you are involved in a road traffic accident within the European Union.

Before signing the statement, make sure that you have ticked the relevant boxes and that your comments and diagrams are correct.

You will get a copy of this statement and you should send this to us as soon as possible.

This document can be legally binding in certain countries so you should not sign anything you do not understand.

Your policy does not provide for roadside assistance if your vehicle breaks down. Any European breakdown policy you may have in force can arrange for your vehicle to be taken to one of their approved roadside recovery agents. In some circumstances, the local police will arrange for your vehicle to be removed from the roadside.

About our service

We, Qudos Insurance A/S, are licensed to provide general insurance by the Danish FSA. Our UK business is also regulated by the Financial Conduct Authority.

We want to provide you with a high-quality service at all times. If you want to make a complaint about your insurance, or us, please contact the insurance adviser who arranged the insurance for you.

If you are still not satisfied after contacting your adviser, you should write to the Customer Services Co-ordinator at: Kongevejen 371
DK-2840 Holte

Denmark

Telephone: 0045 3126 5550

When you do this, please quote your insurance document number as it will help us deal with your complaint quickly.

If your complaint is about the way your insurance cover is managed, or about the actual policy you should contact:

The Financial Ombudsman Service

Customer Contact Division

Exchange Tower

London

E14 9SR

Phone: 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk

Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

Financial Services Compensation Scheme (FSCS)

Qudos Insurance A/S is covered under the Forsikrings Garantifond and this is your first point of claim for the provision of financial compensation in the event of any financial failure of the Insurer. Cover also exists under the Financial Services Compensation Scheme in the UK. This provides compensation in case any of its members are unable, in specified circumstances, to meet any valid claims under their policies. Under this scheme 90% of the total claim will be met (100% if the insurance is legally compulsory). Compensation is only available to commercial customers in limited circumstances.

Further information can be obtained from the Insurer, or from the Financial Services Compensation Scheme at the following address: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100 or 0207 741 4100

Endorsements

Endorsement 1 Overnight garage

If your vehicle is parked and unattended within one kilometre (0.6 miles) of:

- Your home; or
- Any other address, if we have agreed to that address; it must be in a garage between 10pm and 6am, or you will not be covered under sections 4, 5 and 6.

Endorsement 2 Permanent fixtures and fittings

Despite anything in this document that says otherwise, the indemnity we provide under section 4 and 5 is extended to cover the cost of repairing or replacing permanent fixtures on or in your vehicle.

Endorsement 3 Limited mileage

If you have received a reduced premium in return for limiting the insured vehicle's annual mileage during any one period of insurance to a limit set out in the policy schedule, you should tell us immediately if you go over the mileage limit. If you do not tell us, you will not be covered under this insurance.

Endorsement number 4 Protected no-claims bonus

When this endorsement applies, we will not pay the first £50 for any claim under sections 4, 5 and 6 of this document. This amount is on top of any other excess shown in the schedule of this document, or any other excess that applies to sections 4, 5, 6 and 8.

Endorsement 7 Tracking

We will not pay for any theft claim under sections 4, 5 and 6 unless you have an anti-theft electronic tracking device fitted to your vehicle, and which will be set and working at all times.

Endorsement 12 Medication

If the person named against this endorsement number is driving any insured vehicle when it is involved in an accident, and the accident is caused or contributed to by that person not taking any prescribed treatment properly or reporting for a medical examination recommended by his or her doctor, the cover we provide for any claim arising out of the accident is limited to the minimum cover to meet the relevant law.

Endorsement 15 Modified vehicle

Under the exceptions in sections 4, 5 and 6, we will cover the modifications we have been told about on a like-for-like basis.

Endorsement 16 Immobiliser (category 2)

We will only provide theft cover under sections 4, 5 and 6 if you keep the immobiliser (Thatcham-approved category 2) in effective working order. You must activate the immobiliser when you are not using the vehicle. If you do not do so, you will lose the cover for theft.

Endorsement 17 Alarm and immobiliser (category 1)

We will only provide theft cover under sections 4, 5 and 6 if you keep the immobiliser and alarm (Thatcham-approved category 1) in effective working order. You must activate the immobiliser when you are not using the vehicle. If you do not do so, you will lose the cover for theft.

Endorsement 18 Fitted immobiliser

We will only provide theft cover under sections 4, 5 and 6 if you keep the immobiliser in effective working order. You must activate the immobiliser when you are not using the vehicle. If you do not do so, you will lose the cover for theft.

Endorsement 20 No refund of premium

Under section 13 ('Cancelling this insurance') of the policy booklet, we will not refund your premium if you cancel the policy.



