



# Policy Document

[WWW.DIRECTCOMMERCIAL.CO.UK](http://WWW.DIRECTCOMMERCIAL.CO.UK)

Camatics is a trading name of Direct Commercial Ltd. Direct Commercial Ltd is authorised and regulated by the Financial Conduct Authority; FR 307505. Company Registered in England & Wales; Company Number 3133493. Registered address: Redwing House, Hedgerows Business Park, Colchester Road, Chelmsford Essex



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# A) Definitions

## **Insurer/we/us/our/ours/Camatics**

Direct Commercial Ltd trading as Camatics on behalf of Great Lakes Insurance UK Limited.

## **Insured/Insured Person/You/Your/Policyholder**

The person/persons and/or company/companies described as the insured within this Document &/or on the

- Certificate of Motor Insurance
- policy schedule

## **Policy Document/Document/Policy**

This document

## **Schedule**

Details of the “Insured” the “Insured Vehicles” and the protection provided under the “Document”.

## **Period of Agreement**

The full period of cover

## **Insurance Term**

The annual terms of insurance that make up the full period of agreement

## **Insured Vehicle**

Any motor vehicle (as defined below) for which details have been supplied to “Us” and a certificate of motor insurance has been issued and remains effective.

**ALL MOTOR VEHICLES INSURED UNDER THIS CONTRACT MUST BE TAXED AND REGISTERED IN THE UNITED KINGDOM.**

### **1. Private Car**

- a. Any private car, or estate car but excluding any such car used for hire or reward i.e. Private/Public Hire or Self Drive Hire.

### **2. Commercial Vehicle**

Any other motor vehicle excluding the following:

- a) Steam driven vehicles
- b) Agricultural vehicles
- c) Motorcycles
- d) Private Cars used for hire or reward

### 3. Trailer

- a) A semi-trailer being part of an articulated vehicle
- b) A draw-bar trailer attached to a rigid vehicle
- c) Specified trailer(s) are those whose chassis or VIN number and value have been declared to and accepted by 'Us'
- d) Unspecified trailer(s) are those where chassis or VIN number have not been declared to 'Us'
- e) in respect of a 'Private Car', a baggage trailer, Caravan or the like

### Insured Person

- 1) The 'Insured'
- 2) Any person in the employ of the 'Insured' or acting upon the 'Insured's' authority
- 3) The driver of the 'Insured Vehicle'

#### **PROVIDED ALWAYS that such persons:**

- a) Are not entitled to indemnity under any other insurance
- b) Shall as though they were the 'Insured' observe, fulfil and be subject to the terms exceptions and conditions of this 'Document'

### Road

Any place that would be held to be a road for the purposes of any compulsory Motor Insurance Legislation operative with the areas covered by this insurance

### Driving Licence

A licence to drive a vehicle of the same size and class as the 'Insured Vehicle, including all necessary CPC qualifications

### Accessories

Accessories include spare parts, sound reproduction equipment and any electronic or communication equipment supplied and fitted by the vehicle manufacturer to the 'Insured Vehicle' and are included in the manufacturers specifications at the time of purchase of the 'Insured Vehicle' as new

### Endorsement

A change of the terms of insurance. Where applicable these are detailed or attached to

the schedule document.

**Excess**

The amount 'You' will have to pay in the event that 'Your' vehicle is lost, stolen or damaged

**Certificate of Motor Insurance**

A document that 'You' must have as proof that 'You' have the motor insurance necessary to comply with the law. The certificate of motor insurance does not, however, indicate the full policy cover and for this 'You' must read the full policy documentation

**Market Value**

The estimated value of 'Your' vehicle had it been placed on the open market immediately preceding the loss or damage, but in no event shall the amount exceed 'Your' last declared value or purchase price whichever is the lesser

**Camatics System**

Any camera, electrical equipment, software or software licence supplied and / or fitted by Camatics Ltd

**Camatics Qualifying Vehicle(s)**

All 'Insured Vehicles' added to the policy for a period of at least 3 months with the exception of any vehicle agreed by 'Us' by prior written agreement or vehicles covered for fire and theft risks only

**Self Fitting**

'You' are responsible for arranging and completing any fitting or removal of a 'Camatics System'.

**Engineer Fitting**

'We' will arrange for an Engineer to make contact with 'You' in order to arrange and complete any fitting or removal of a 'Camatics System'

**Online Job Sheet**

Online form which must be completed at [www.camatics.co.uk/jobsheet](http://www.camatics.co.uk/jobsheet)

**Camatics Fitting Guide**

Online fitting guide which must be followed at [www.camatics.co.uk/fittingguide](http://www.camatics.co.uk/fittingguide)



# B) Welcome to Camatics

**We are very pleased to welcome you as a Camatics policyholder**

We are committed to dealing with your claims effectively and efficiently to minimise third party claim spend wherever possible. The 'Camatics System' has been developed to help us and our policyholders achieve these goals.

All Hardware and related services are supplied by Camatics Ltd, company number 09229880.

## **B1. Important Note – The Panic Button**

The 'Camatics System' will automatically send alerts where it detects a significant impact HOWEVER depending on the circumstances and severity of the accident an alert may not be triggered.

Every 'Camatics System' is supplied with a PANIC button. We believe that the fast notification of accidents and possible claims is the key to reducing claim costs and we strongly recommend that the PANIC button is pressed in the event of all incidents. We will even reward you for doing so!

**In the event that the PANIC button is pressed within 15 minutes of the incident and the resultant claim amount exceeds the excess applicable, we will waive the first £1000 of any excess that otherwise would have applied to that claim.**

In the event that the accident has rendered the camera inactive the incident can be reported on the below claims telephone number in order to qualify for this reduced excess.

**Claims Tel No: 01245 847660**

## **B2. Installation**

'You' will ensure that all 'Camatics Qualifying Vehicles' have a 'Camatics System' fitted within 14 days of the inception date of cover.

If 'You' have opted for 'Self Fitting', 'You' are responsible for the fitting of the 'Camatics System' using the 'Camatics Fitting Guide' and the completion of the 'Online Job Sheet'.

If 'You' have opted for 'Engineer Fitting', 'You' will ensure that all 'Camatics Qualifying Vehicles' are made available between 8am and 5pm Monday to Friday for the installation of the 'Camatics System' within 14 days of the inception date of cover. Installation may be available outside of 8am to 5pm Monday to Friday however this will incur additional fees which can be provided upon request. The first installation of a 'Camatics System', when opting for 'Engineer Fitting', is included within the initial cost. Any subsequent installation will be subject to a fee of £70 + VAT per installation. It is a condition precedent to indemnity that all 'Camatics Qualifying Vehicles' are fitted with the 'Camatics System'. Unless agreed by 'Us' failure to comply with this and the installation requirements set out above may result in indemnity being declined.

### **B3. Deinstallation**

If 'You' have opted for 'Self Fitting', 'You' are responsible for the removal of the 'Camatics System', using the 'Camatics Fitting Guide' and the completion of the 'Online Job Sheet'. If 'You' have opted for 'Engineer Fitting', 'we' will instruct our Engineers to contact 'You' at 'your' request subject to a fee of £70 + VAT per deinstallation.

### **B4. Deletion of Vehicles**

In the event that an 'Insured Vehicle' is being deleted from cover or that this policy has been cancelled, there will be no refund of any Camatics Premium relating to that 'Insured Vehicle' for the current term &/or any expired term of cover.

### **B5. Substitution of Qualifying Vehicles**

If 'You' have opted for 'Self Fitting', 'You' are responsible for the removal and subsequent fitting of the 'Camatics System' using the 'Camatics Fitting Guide' and the completion of the 'Online Job Sheet'.

If 'You' have opted for 'Engineer Fitting', in the event that a vehicle is being deleted from cover and is being replaced by a 'Camatics Qualifying Vehicle' the system can be transferred between vehicles subject to a fee of £95 +VAT per transfer and is strictly subject to both vehicles being made available on the same date at the same location and at 'your' request.

### **B6. Duty of Care**

As 'Your' 'Policy' requires a 'Camatics System' to be fitted and operational within all 'Camatics Qualifying Vehicles', 'You' should:

- a) take all reasonable steps to safeguard the 'Camatics System' and any associated hardware. Should the unit be damaged or be found to be faulty or non-operational for any reason please make contact with technical support on the below contact details **AS SOON AS POSSIBLE**.

- b) ensure that in the event that a 'Camatics System', fitted to the 'Insured Vehicle' becomes non-operational or requires any repair that cannot be completed remotely, 'You' will make all reasonable efforts to make the vehicle available for inspection within 7 days. In the event that the repair can be completed with the insertion of a new SD card and / or a new SIM card 'You' will make all reasonable efforts to action this within 48 hours of receipt of the SD card and / or SIM card.
- c) contact 'us' as soon as possible if 'You' require a replacement 'Camatics System'. Depending on the circumstances 'You' may be required to pay for the replacement.

Failure to comply with the above may result in indemnity being declined.

**Tech Support Tel No: 01245 847669**

**Email: [techsupport@camatics.co.uk](mailto:techsupport@camatics.co.uk)**

#### **B7. Cancellation of, or failure to complete, of engineer appointments**

Where 'You' are responsible for the cancellation of an engineer appointment or 'You' are responsible for an engineer appointment failing to be completed, 'You' will pay any additional costs incurred by Camatics Ltd.



# c) Agreement

## **C1. Period of Agreement – (INSERT DATE) to (INSERT DATE)**

'You' the 'Policyholder' undertakes to maintain this agreement for the Period shown below above and for which 'You' will pay the Insurance Premium and Camatics Premium set out below.

## **C2. Camatics Premium**

'You' will pay £450 + VAT for each 'Camatics System'. At the start of each subsequent 'Period of Insurance', 'You' will pay £200 + VAT in respect of each 'Camatics System' in 'your' possession.

## **C3. Insurance Premium**

'We' will charge and 'You' the policyholder will pay to 'Us' the premium as set out below together with Insurance Premium Tax (IPT) thereon

£000,000 + IPT

# D) Your Insurance Policy

**Camatics is a trading name of Direct Commercial Ltd which is regulated by the Financial Conduct Authority, FRN307505.**

Direct Commercial Limited is authorised and regulated by the Financial Conduct Authority, FRN307505. This policy is underwritten by Great Lakes Insurance UK Limited and administered by Direct Commercial Limited. Great Lakes Insurance UK Limited is a company incorporated in England and Wales with company number 13436330 and registered office address is 10 Fenchurch Avenue, London, United Kingdom, EC3M 5BN. Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 955859. You can check this on the Financial Services Register by visiting Great Lakes Insurance UK Ltd ([fca.org.uk](http://fca.org.uk)).

This Policy is a contract of Insurance between you (the policyholder) and us (Direct Commercial Limited on behalf of Great Lakes Insurance UK Limited).

The contract is based upon the information and statements you gave in your proposal form and declaration and has been relied upon by us in entering into this agreement. In return for payment of the premium by you we will provide insurance in accordance with the terms, conditions and exceptions contained in or endorsed upon this document against such liability loss or damage that may occur during the period of insurance.

This policy document, your certificate of motor insurance, your schedule and any endorsements must be read together as one contract of Insurance. It is also important that you read the general exclusions and conditions that may apply.

**D1. Insurance Provided**

Below are the general levels of cover provided along with appropriate insurance cover sections that apply. The level of cover provided is specified on the 'Schedule'.

COVER PROVIDED	SECTIONS WHICH APPLY
Comprehensive	All Sections
Third Party Fire and Theft	Sections 1, 2 (but loss or damage solely in respect of fire and theft), 5, 6, 7 (where applicable), 8 and 9.
Third Party Only	Sections 1, 5, 6, 7 (where applicable), 8 and 9.
Fire and Theft Only	Section 2 (but loss or damage solely in respect of fire and theft)

# Section 1

## LIABILITY TO THIRD PARTIES

### What is covered?

1. The “Insured Person” will be indemnified when liability arises out of an accident caused by, in connection with, the “Insured Vehicle” or the loading or unloading of such Vehicle.
2. Death of or bodily injury to any person.

### Third Party Property Damage

3. Damage to third party property resulting from any one claim or number of claims arising out of one event is limited to:
  - (a) £20,000,000 in relation to the use of a “Private Car”
  - (b) £5,000,000 in relation to the use of a “Commercial Vehicle”

### Legal Costs

4. At “our” option the payment of:
  - (a) legal charges and expenses incurred with “our” written consent in dealing with or defending any action at law which may be brought against “you” in respect of any claim under this Section;
  - (b) solicitor’s fees for representation at any coroner’s inquest or fatal inquiry in respect of any death which may be the subject of indemnity under this Section or for defending in any Court of Summary Jurisdiction any proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this Section;
  - (c) legal services arranged by “us”, up to £5,000 for defending a charge of manslaughter or causing death by reckless driving.

# Section 1

## LIABILITY TO THIRD PARTIES

### Towing

5. The towing by any “Insured Vehicle” which is the subject of indemnity herein of a “Trailer” or a disabled mechanically propelled vehicle provided that such vehicle is not being towed for reward. “We” shall not be liable for damage to the towed vehicle or any load conveyed on it.

### Emergency Treatment

6. Payment for emergency treatment as required by the current Road Traffic Legislation for injuries resulting from any accident involving any “Insured Vehicle” which is the subject of indemnity under this Insurance.

### 7. Third Party Contingency

“Your” liability in respect of any motor vehicle not “your” property nor provided by “you” whilst being used in connection with “your” business by “your” Employee or Partner.

PROVIDED ALWAYS that

- (a) “you” shall take all reasonable steps to ensure that there is in force in respect of such vehicle an Insurance valid for such use;
- (b) if any claim covered by this Sub-Section 7 is also covered by any other Insurance “we” shall not be liable to make any contribution to such claim.

### 8. Unauthorised Movement

Indemnity to any “Insured Person” when liability arises out of an accident caused by or in connection with the moving aside without the authority of the owner of any motor vehicle parked in such a position as to obstruct the legitimate passage or the loading

# Section 1

## LIABILITY TO THIRD PARTIES

or unloading of the “Insured Vehicle”. In these circumstances the obstructing vehicle shall not be regarded as property held in trust by or in “your” custody or control.

### What is not covered?

“We” shall not be liable:

1. to indemnify any “Insured Person” other than “you” if at any time there is any other Insurance in force covering the person indemnified whether effected by that person or not.
2. in respect of death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with
  - (a) the bringing of the load to such vehicle for loading thereon by any other person other than the “driver” or the attendant in “your” employment.
  - (b) the taking away of the load from such vehicle after unloading by any person other than the “driver” or attendant in “your” employment.
3. in respect of death of or bodily injury to
  - (a) “you” and/or “driver”
  - (b) any person arising out of and in the course of such persons employment by “you” or by any other person claiming to be indemnified under this Section other than to meet the requirements of the Road Traffic Act.
4. for
  - (a) damage to or loss of property belonging to or in the custody or control of the “Insured Person”;
  - (b) damage to premises (or to the fixtures and fittings therein) which are not “your” property but are occupied by “you” under a leasing or renting agreement;
  - (c) damage to or loss of property in or on the “Insured Vehicle”;
  - (d) damage to or loss of the “Insured Vehicle”.

# Section 1

## LIABILITY TO THIRD PARTIES

### 5. under Sub-Section 8

- (a) if the obstructing vehicle is
  - (i) moved by any person other than the “Insured Person”;
  - (ii) owned, held under a Hire Purchase Agreement, hired by or loaned or leased to “you” ;
  - (iii) driven by any person who does not hold a “Driving Licence” unless such person has held and is not disqualified from holding or obtaining such a “Licence”;
  
- (b) in respect of damage to or loss of property in or on the obstructing vehicle.

## Section 2 LOSS OR DAMAGE

### What is covered?

Indemnity to “you” against loss of or damage to the “Insured Vehicle” and manufacturers standard “accessories” fitted thereon.

### Repairs

“We” may at “our” option repair, reinstate or replace the “Insured Vehicle” or any part thereof or its standard “accessories” fitted thereon or may pay in cash the amount of the loss or damage. The maximum amount payable at the time of such loss or damage shall be the “market value” of the “Insured Vehicle” but in no event shall the amount exceed “your” last disclosed value or purchase price whichever is the lesser.

### Hire Purchase and Leasing Agreements

If to “our” knowledge the “Insured Vehicle” is the subject of a Hire Purchase, Leasing or Contract Hire Agreement, payment in respect of the total loss of the “Insured Vehicle” under this Section of this Insurance shall be made to the Owner described therein whose receipt shall be a full and final discharge to “us” in respect of such loss or damage.

### Recovery and Redelivery of the Insured Vehicle

1) If the “Insured Vehicle” is disabled by reason of loss or damage as defined under this Section “we” will:

- (a) bear the reasonable cost of conveying the “Insured Vehicle” to the nearest competent repairers.
- (b) bear the reasonable cost of redelivery to “you” after repair.

### What is not covered?

“We” shall not be liable in respect of:

2.

- (a) loss of use, betterment, wear and tear or depreciation or mechanical, electrical, electronic, computer failures or breakdowns or breakages or damage to the transmission by application of the brakes.



## Section 2 LOSS OR DAMAGE

- (b) damage to tyres unless resulting from an accident to the vehicle itself, or wear and tear or damage to the tyres due to application of the brakes, side slips, bursts or punctures, furthermore liability in respect of tyres shall be limited to the cost of repairs or, if stolen, or not repairable, to the value at the time of the accident
- (c) loss of or damage to the “Insured Vehicle” caused by or arising out of the tipping operation of the “Insured Vehicle”.
- (d) loss of petrol and diesel fuel as a result of an accident or theft.
- (e) loss or damage unless the “Insured Vehicle” is/was last in the care, custody or control of the “Insured Person”.
- (f) loss, destruction or damage directly occasioned by pressure waves caused by Aircraft and other aerial devices travelling at sonic or supersonic speeds.
- (g) any amount in excess of £2,000,000 in connection with any occurrence or series of occurrences arising out of one event.
- (h) any loss suffered by the “Insured” due to any person obtaining any property by deception.
- (i) diminution in value.
- (j) loss of or damage to the “Insured Vehicle” arising from theft or attempted theft
  - (i) whilst the keys to the “Insured Vehicle” have been left in or on the “Insured Vehicle”
  - (ii) if the “Insured vehicle” has not been secured by means of the door locks or if the windows or any form of sliding roof have been left open or unlocked whilst unattended
  - (iii) if an alarm or electronic immobiliser or tracking device is fitted to the “Insured Vehicle” and is not activated and in proper working order.
- (k) any amount in respect of any part of the “Insured Vehicle” in excess of the price shown for the same in the manufacturer’s last price list at the time of the loss or damage where that part or accessory is unobtainable or obsolete in pattern.
- (l) loss or damage to the “Insured Vehicle” caused by or arising from the use of the wrong fuel or as a result of the mis-delivery of the wrong fuel or any other contaminant such as AdBlue.

### Young and New Drivers Excess

3. The amounts shown below shall apply in the event of a claim under this section if the “Insured Vehicle” is being driven by or for the purpose of being driven is in the charge of any person less than 25 years of age or who has not held a full “Driving Licence” issued by the relevant authority in the UK or of any European Union (EU) member state for 12 months:

Where an amount is not shown, section 2, 3 and 4 of this ‘Document’ are deemed to be inoperative.

The expression “claim” shall mean a claim or series of claims arising out of one cause.

### Young Driver

VEHICLE TYPE	LICENSE REQUIRED	DRIVER AGE			
		17	18-20	21-22	23-24
Any Private Car Excluding use for Hire or Reward	B	£1500	£1250	£750	£500
Any Private Car Including use for Hire or Reward	B	£1500	£1250	£1000	£750
Commercial Vehicles under 3.5t with a trailer up to 750kg	B	£2000	£1500	£1000	£750
Commercial Vehicles between 3.5t and 7.5t with a trailer up to 750kg	C1		£1500	£1500	£1000
Commercial Vehicles between 3.5t and 7.5t with a trailer over 750kg Total weight must not exceed 12000kg (Category B tests prior to 01.01.97 not exceeding 8250kg)	C1 + E			£2000	£1500
Commercial vehicles over 7.5t with a trailer up to 750kg	C			£2000	£1500
Commercial vehicles over 7.5t with a trailer over 750kg (Articulated and drawbar trailer combinations)	C + E			£2500	£2000

### New Driver

Persons not having held a full “Driving Licence” issued by the relevant authority in the UK or of any EU member state for 12 months : £250

The above amount will be applied in addition to any young driver excess applicable under this clause.

The Young and/or New Driver excesses operate independently and in addition to any other “Excess”, which may be applicable under this “Document”.

### Driving Conviction Excess

- You must pay the additional excess if the insured vehicle is lost or damaged whilst being driven by or whilst in the custody or control of any insured person who features in any category in the Driving Conviction table below.

CONVICTION TYPE	ADDITIONAL EXCESS
AC (Failing to Stop)	£500
BA (Disqualified Driving)	£1000
CD (Careless Driving) CD33, CD40, CD50, CD60, CD70, CD80, CD90	£1000
DR/DG	£1000
TT99 & Driving Bans of up to 6 months	£1000
Any offence or combination of offences which results in a suspension of driving or an accumulation of 12 or more penalty points within a period of 3 years	£1000

Each applicable excess will apply in addition to any excess shown in your policy, including any other excess applied by endorsement.

## Section 3 PERSONAL EFFECTS

### What is covered?

1. At “your” request and by accidental means, loss of or damage by fire or theft to Rugs, Clothing or other Personal Effects whilst contained in the “Insured Vehicle”.

The maximum amount payable for any one incident is £250. Subject to:

- (a) the person claiming is not entitled to indemnity under any other insurance;
- (b) the person claiming shall be subject to the terms exceptions and conditions of this insurance as so far as they can apply.

### What is not covered?

2. Money, stamps, tickets, cassette tapes, compact discs, car/mobile telephones, ropes or tarpaulins, documents of any description, jewellery, portable audio and/or TV equipment, computers and/or their attachments, portable electronic equipment, cameras, goods or samples or tools used in connection with any trade or business.

## Section 4 MEDICAL EXPENSES

### What is covered?

1. “We” will pay up to a maximum of £250 (per person injured) in respect of medical expenses incurred by “you”, or any other person travelling in or on the insured “Private Car”, as a direct result of the same vehicle being involved in an accident

### What is not covered?

2. This Section is not operative in respect of any “Commercial Vehicle”.

# Section 5

## PRINCIPALS CLAUSE

### What is covered?

1. Indemnity to “you” in the terms of Section 1 in respect of liability assumed by “you” under an agreement with any person (hereinafter called the Principal) for the execution of works or services or in connection with access to any premises or “road” in the ownership or occupation of the Principal.

PROVIDED ALWAYS that: “You” shall have arranged with the Principal for the conduct and control of all claims for which “we” may be liable by virtue of this Section to be vested in “us”.

### What is not covered?

2. “We” shall not be liable in respect of:
  - (a) Liability which attaches to the Principal by virtue of an agreement which would not have attached in the absence of such agreement.
  - (b) Bodily injury to the Principal for any amount for which “you” would not be liable in the absence of an agreement.
  - (c) Damage to property belonging to or held in trust by or in the custody or control of the Principal for any sum in excess of the amount required to indemnify the Principal.
  - (d) Liability which arises other than by reason of the negligence of “you” or “your” employees

## Section 6

### UNAUTHORISED USE

#### What is covered?

1. Indemnity to “you” only subject to the terms exceptions and conditions of this policy in the event of any accident occurring whilst the “Insured Vehicle” is being used or driven by any person in “your” employment without “your” knowledge or consent for any purpose not permitted under this insurance.

**PROVIDED ALWAYS** that “you” shall take all reasonable precautions to ensure that all persons who may use or drive an “Insured Vehicle” are made aware of the permitted purposes of use as defined in this insurance.

## Section 7

### TRAILER COVER

#### What is covered?

1. Indemnity in respect of any “specified” “Trailer” of which details have been declared to and accepted by “us” which is “your” property or that is in “your” care, custody or control whilst attached to the “Insured Vehicle” and not attached to any other vehicle.
2. Under Section 1 only, any “specified” “Trailer” owned by “you” or in “your” care custody or control whilst temporarily detached from the “Insured Vehicle” during the course of a journey.

#### PROVIDED ALWAYS THAT:

- (a) The sum payable under Section 2 of this “Document” in respect of such “Trailers” shall not exceed the maximum value and the Total Sum Insured declared to and accepted by “us”.
- (b) The total number of “Trailers” at any one time shall not exceed the number declared to and accepted by “us”.
- (c) No cover greater than the cover afforded to the “Insured Vehicle” applies in respect of “Trailers” attached to the “Insured Vehicle”

**What is not covered?**

3.
  - (a) Any “Trailer” or disabled mechanically propelled vehicle being towed otherwise than in accordance with the Law;
  - (b) Damage to or loss of property being carried in or on any “Trailer” or disabled mechanically propelled vehicle;

## Section 8 TERRITORIAL LIMITS AND FOREIGN TRAVEL

**Territorial Limits**

1. This Insurance applies in respect of accident(s) occurring in Great Britain, Northern Ireland, The Isle of Man and the Channel Islands excluding transit by air but including transit by sea between any ports of these lands.

**Additionally, this Insurance provides the minimum cover necessary to comply with the laws relating to compulsory motor insurance while “your” vehicle is in:**

- (a) any country which is a member of the EU
- (b) any other country which agrees to meet EU Directives on motor insurance and which the Commission of the EU is satisfied and has made arrangements to meet the requirements of these Directives

**Foreign Travel**

2. Provided “our” prior written agreement is obtained and an International Motor Certificate (Green Card) is issued by “us” this “Document” will extend to apply whilst the “Insured Vehicle” is in use in countries on the Continent of Europe as specified on the Green Card or whilst in transit by sea between such countries and the countries to which this “Document” applies including the process of loading or unloading incidental to such transit.

PROVIDED ALWAYS that:

- (a) such transit shall be by any recognised sea passage of not longer duration than 65 hours.

(b) “we” shall not be responsible for Customs or Excise Duties or Charges.

### **Bail Bond**

3. If as a direct result of an accident in Spain which is or might be the subject of indemnity under this Insurance the “Insured Person” whilst driving the “Insured Vehicle” with “your” authority at the time of accident is detained or the “Insured Vehicle” is impounded by the competent authorities and a guarantee or monetary deposit is required for their release “we” will provide such guarantee or deposit not exceeding £1,000 (One Thousand Pounds) in all.

Immediately the guarantee is released or the deposit becomes recoverable the “Insured Person” shall comply with all necessary formalities and give “us” all such information and assistance as “we” may require to obtain the cancellation of the guarantee or the return of the deposit.

If the guarantee or deposit is wholly or in part forfeited or taken for the payment of fines or costs in or as the result of any penal proceedings against “you” or the person driving, “you” shall repay such amount to “us” forthwith.

## **Section 9** UNLICENCED DRIVERS

What is covered?

1. The condition contained herein to the effect that the “driver” of the “Insured Vehicle” must be licensed is of no effect when such “driver” is not required by law to be licensed to drive such vehicle.

PROVIDED ALWAYS;

- (a) The terms exceptions and conditions of this “Document” shall otherwise apply;
- (b) in respect of an “Insured Vehicle”, the person driving is of an age to hold a “Driving Licence” to drive the “Insured Vehicle” on the “Road”.



## D2) General Exceptions

The “Document” does not cover use for racing, pacemaking, speed Trials or for any purpose in connection with the Motor Trade, Motor Rallies or Competitions or Trials.

### We shall not be liable in respect of:

1. any accident, injury, loss, damage or liability caused, sustained or incurred whilst the “Insured Vehicle” is:
  - (a) being used for the carriage of high explosives, such as nitro-glycerine, dynamite and/or any other similar explosive, chemicals, chemical by-products, acids or goods of a generally dangerous or inflammable nature.
  - (b) conveying a load in excess of that for which it was constructed or in excess of the maximum carrying capacity as advised to “us”.
  - (c) being used in an unsafe condition either before or after an accident.
  - (d) being driven by or for the purpose of being driven is in the charge of any person other than “you” (provided he or she is licenced to drive such vehicle) or a person licenced to drive such vehicle in “your” employment or acting with “your” authority.
2. any accident, injury, loss, damage or liability caused, sustained or incurred directly or indirectly through the spillage, leakage or mis-delivery of any load arising out of the carriage of such load by or on the “Insured Vehicle” or whilst loading or unloading.
3. any accident, injury, loss, damage or liability for death of or bodily injury to any person or damage to property directly or indirectly caused by Pollution or Contamination unless the Pollution or Contamination is directly caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance. All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place. This exception shall not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the territorial limits of this insurance.
4. any accident, injury, loss, damage or liability caused, sustained or incurred whilst the load on the “Insured Vehicle” is being conveyed in an unsafe or illegal condition or manner either before or after an accident;
5. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
6. any accident, injury, loss, damage or liability caused by or due to earthquake (except

so far as is necessary to meet the requirements of any compulsory insurance) ;

7. All actual or alleged losses, liabilities, damages, injuries, defense costs or expense(s) directly or indirectly arising out of; contributed by, caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence of the loss (other than to meet the minimum requirements of any compulsory insurance):

(a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, confiscation by order of any public authority or government de jure or de facto, martial law;

(b) any act of terrorism.

For purposes of this endorsement, an act of terrorism means an activity that (1) involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof and (2) appears to be intended to (i) intimidate or coerce a civilian population, or (ii) disrupt any segment of the economy of a government de jure or de facto, state, or country; or (iii) overthrow, influence, or affect the conduct or policy of any government de jure or de facto by intimidation or coercion; or (iv) affect the conduct of a government de jure or de facto by mass destruction, assassination, kidnapping or hostage-taking.

Also excluded from coverage are all actual or alleged losses, liabilities, damages, injuries, defense costs, costs or expenses directly or indirectly arising out of, contributed by, caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to (1) and/or (2) above.

8. Riot or civil commotion occurring outside Great Britain, the Isle of Man, the Channel Islands, or a Member Country of the EU, but excluding Northern Ireland.
- 9.
- (a) any wilful damage or loss caused by or incurred with the consent or connivance of "you" or "your" employees;
- (b) any loss where the "Insured vehicle" is being used for criminal purposes (including avoiding lawful apprehension), or deliberate use of the "Insured vehicle":

- (i) to cause damage to other vehicles or property; and / or
  - (ii) to cause injury to any person and/ or to put any person(s) in fear of injury
10. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:
- (a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
11. any accident, injury, loss, damage and/or liability caused sustained or incurred whilst any motor vehicle insured hereunder is being used within any area of an Airport to which Aircraft have access;
- 12.
- (a) Any accident, injury, loss, damage or liability caused, sustained or incurred whilst a 'Camatics Qualifying Vehicle' is not fitted with a 'Camatics system' and is outside the 14-day installation period without 'our' prior agreement.
  - (b) Any accident, injury, loss, damage or liability caused, sustained or incurred whilst a fitted 'Camatics System' is non-operational and 'You' have not made all reasonable efforts to allow 'Us' access to the vehicle within 7 days of 'Our' request or 'You' have not made all reasonable efforts to fit the supplied SD card replacement within 48 hours of receipt.
13. any loss damage or liability under Section 1 whilst any item of mechanical plant or machinery or tool whether attached to the "Insured Vehicle" or not, is being used as a TOOL OF TRADE including whilst loading or discharging a load except so far as it is necessary to meet the requirements of the Road Traffic Acts and under Section 2 damage to the "Insured Vehicle" itself is excluded.
- PROVIDED ALWAYS that due observance of the conditions endorsed herein and "Endorsements" (if any) issued by us for attachment hereto shall be a condition precedent to any liability of Direct Commercial Limited under this insurance.**

### D3) Conditions

1.

- a) Notice of any accident and/or loss and/or damage which may be the subject of indemnity under this Insurance must be communicated to the Camatics Claims Department in accordance to the claims procedure on page 25 as soon as possible after the happening thereof together with particulars of any impending coroner's inquest or fatal enquiry or police or other proceedings connected with the accident. In the event of any theft or malicious damage likely to result in a claim under this policy immediate notice must be given to the nearest Police Station and a record of such notification be kept.
- b) Any verbal or written information of a claim by a third party shall be notified and every letter writ summons and/ or proceedings shall be forwarded immediately on receipt thereof.
- c) No admission, offer, promise, payment or indemnity shall be made or given by or on "your" behalf without "our" previous consent in writing. "We" shall be entitled if "we" so desire to take over and conduct in "your" name defence or settlement of any claim or to prosecute in "your" name for "our" own benefit any claim for indemnity or damage or otherwise and shall have full control and discretion in the conduct of any proceedings or in the settlement of any claim and "you" shall give all information and assistance as "we" may require and shall not act in anyway to "our" detriment or prejudice "our" interests.
- d) In the event that our Claims Department request the submission of CCTV footage or a data card from a 'Camatics System' 'You' will take all reasonable actions to provide this footage as soon as possible and in relation to a physical data card, by recorded delivery if requested to do so.

2. It is a condition precedent to indemnity that all 'Camatics Qualifying Vehicles' are fitted with a 'Camatics System' with the exception of those vehicles that are within the 14-day fitting period as defined in B2.
3. If at the time of the happening of any accident, injury, damage or loss covered by this "Policy Document" there shall be subsisting any other Insurance or Indemnity of any nature whatsoever covering the same, whether effected by "you" or not, then "we" shall not be liable to pay more than "our" rateable proportion.

**PROVIDED ALWAYS that nothing in this condition shall impose on “us” any liability from which “we” would have been relieved under Section 1(7)(9) and Section 5.**

4. In the event of “us” processing any claim under Section 2 of this Document on a total loss basis in respect of loss or damage the payment will be contingent upon the submission of a copy of the drivers current “Driving Licence”, a current MOT Test Certificate, the Vehicle Registration Document, the keys, plating certificate and original purchase receipt. “We” shall be entitled to take possession of the “Insured Vehicle” and to deal with the salvage in a reasonable manner.
5. “You” shall take all due and reasonable precautions to safeguard the “Insured Vehicle” and to keep it in a good state of repair. When required by law the insured vehicle must be covered by a valid MOT Test Certificate at the date of any accident, loss or theft. “We” shall not be liable for loss, injury or damage howsoever caused through driving the “Insured Vehicle” in an unsafe condition either before or after the accident. “We” shall at all times by “our” duly authorised representative have free access to examine the “Insured Vehicle”.
6. “We” shall not be liable for any claim (except as is necessary to meet the requirements of the Road Traffic Acts) unless the person indemnified (other than a passenger) (a) holds a full “Driving Licence” to drive the “Insured Vehicle” or, (b) has held and is not disqualified from holding or obtaining such a “Driving Licence” or, (c) being the holder of a Provisional “Driving Licence” is conforming with the terms and limitations of such “Driving Licence”. Documentary evidence by way of a copy of the drivers current “Driving Licence” may be requested.

**PROVIDED ALWAYS that nothing in this Clause shall vary the effect of the terms, exceptions and conditions of insurance with respect to any matter not within the provisions of the Road Traffic Acts.**

7. Nothing in this “Document” or any “Endorsement” hereon, shall affect the right of any person indemnified by this “Document” or of any other person to recover an amount under or by virtue of the provisions of the law of any territory in which the “Document” operates relating to the insurance of liability to Third Parties. BUT “you” shall repay to “us” all sums paid by “us” which “we” would not have been liable to pay except for the provisions of such law.
8. In the event of “Vehicles” being deleted from the “Schedule” refunds will be allowed subject to “us” retaining a minimum 80% of the original inception or renewal premium and subject that none of the “vehicles” have been involved in a claim for which “we’

have or will in future have to make a payment for which is non-recoverable.

9.

- a) We may at any time cancel this “Document” by seven days’ notice by Recorded or Special Delivery to “your” last known address. In this event “we” will return a pro-rata proportion of the premium upon written application and subject to all claims raised under the “Document” having been fully discharged to the full extent of “our” legal liability.
- b) “You” may cancel this “Document” at any time by providing written notice. “Your” appointed insurance broker may also effect “your” right to cancel this “Document” at any time by providing “us” with written notice along with evidence of outstanding and overdue premium payments that relate to this “Document” only, and are due to be paid direct to “your” insurance broker and no other party. Written notice must also include a copy of a letter sent by recorded delivery by “your” appointed insurance broker to “your” last known address, notifying “you” of the overdue premium and that failure to settle the outstanding premium before the stated date will result in their requesting immediate cancellation of the policy.

Provided that no claims have been made under this “Document” and that there is no incident likely to give rise to a claim that has yet to be reported to “us”, “you” will be entitled to a return premium in accordance with the short period rates below. The return premium will be calculated against the current vehicle schedule at cancellation.

PERIOD OF COVER NOT EXCEEDING	PERCENTAGE REFUND
1 month	75%
2 months	65%
3 months	50%
4 months	40%
5 months	30%
6 months	20%
7 months	10%
Over 7 months	0%

- c) Where the premium, or any part thereof, has been received from an approved finance provider and there remains any sum outstanding by “you” to the finance provider (whether or not the date for repayment of the said sums has fallen due), “we” may deduct this amount from the sum otherwise payable under condition (9a) or (9b).
  - d) Where there remains any Camatics Premium outstanding (whether or not the date for repayment of the said sums has fallen due), “we” may deduct this amount from the sum otherwise payable under condition (9a) or (9b).
10. If any difference shall arise as to the amount to be paid under this insurance (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in force at the time. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against “us”.
11. This Insurance is a contract personal to “you”, and is not assignable in any case whatsoever and no person save “you” or in the case of “your” death “your” legal personal representative shall have any right against “us” either as assignee or transferee of any interest in the subject matter hereof or any right to receive monies payable hereunder either before or after loss and whether admitted or not or in any other case whatsoever save as appears by “endorsement” hereon and signed by “us”.
12. The due observance and fulfilment of the Terms, Provisions, Conditions and “Endorsements” of this Insurance insofar as they relate to anything to be done or complied with by “you” and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of “ours” to make any payment under this Insurance.
13. This “Document” and the “Schedule” shall be read together and any word or expression to which a specific meaning has been attached in any part of this “Document” or of the “Schedule” shall bear such meaning wherever it may appear.
14. It is a condition of the policy that “you” supply such details of the vehicles whose use is covered by the policy as are required by the relevant law applicable in Great Britain and Northern Ireland, for entry on the Motor Insurance Database.
15. If “you” shall make any claim or any statement in connection therewith knowing the same to be false or fraudulent as regards amount or otherwise, this insurance shall become null and void and all claims hereunder shall become forfeited.

#### D4) Applicable Law

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this Insurance is subject to English law.

#### D5) Claims Procedure

**Claims can be reported by telephone on 01245 847660 where you will be given full instructions and assistance.**

This telephone service is available 24 hours a day, 7 days a week. "You" will receive a copy of "your" statement by post, which must be returned should "you" disagree with any of the content.

**Claims Department. Camatics, Redwing House Hedgerows Business Park Colchester Road Chelmsford. CM2 5PB**

[claims@camatics.co.uk](mailto:claims@camatics.co.uk)

#### D6) Complaints

"Our" aim is to provide motor insurance cover for "you" and give "you" a service not only in dealing with "your" requirements but also, and possibly more importantly, in relation to claims handling. "We" are very well aware that for a variety of reasons delays in handling claims occur and may well cause annoyance and frustration.

If "you" feel that "we" have been dilatory in our handling of "your" claim, unreasonable in the settlement or if "you" have any other enquiry or complaint, these should be addressed in the first instance to "your" Broker.

If "you" remain dissatisfied "you" may contact "us" direct at the following address explaining why "you" think "you" have been unfairly treated and "we" will ensure that "your" complaint will receive immediate attention.

**The Managing Director, Camatics. Redwing House, Hedgerows Business Park, Colchester Road, Chelmsford. CM2 5PB**

In the event you wish to pursue matters further you may be able to refer your complaint to The Financial Ombudsman Service.



**The Financial Ombudsman Service**

Exchange Tower, London. E14 9SR

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Telephone Number: 0300 123 9 123 or 0800 023 4567

You must refer a complaint to the Financial Ombudsman Service within 6 months of “our” final decision. “You” must have completed the above procedure before the Financial Ombudsman Service will consider “your” case.

The Financial Conduct Authority definition of an eligible complainant is:

- A consumer;
- A micro-enterprise (an EU term covering smaller businesses), which has an annual turnover of less than €2,000,000 and fewer than 10 employees;
- A charity with an annual income of less than £6.5 million;
- A trustee of a trust with a net asset value of less than £5,000,000;
- Small business with a turnover of less than £6.5million; and employs fewer than 50 employees and/or a balance sheet total of less than £5million.

**D7) Compensation**

Direct Commercial Limited and Great Lakes Insurance UK Limited are both covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS, if either are unable to meet their obligations. More information can be obtained from the [www.fscs.org.uk](http://www.fscs.org.uk) website.

**D8) Data Protection Act 1998**

Information relating to your insurance policy will be added to the Motor Insurance Database (“MID”) managed by the Motor Insurers’ Bureau (“MIB”). 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
- Continuous Insurance Enforcement;
- Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- 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. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police.

You can check that your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com)

# E) Policy Schedule

Schedule Number	22/1
Schedule Effective From	00:00 01/09/2022
Policy Number	CAM1000000
Insured Vehicle	Any vehicle the property of the "Policyholder" and for which details have been submitted to and accepted by "Us" and evidenced by the issue of a specified RTA Certificate.
Insured Name	Example Transport
Insured Address	Example Address Example Lane CM44NT
Occupation	Haulier Or as subsequently advised to the insurer and their written acceptance obtained
Period of insurance	00:01    01/09/2022    to    23:59    31/08/2023
Persons entitled to drive	As defined under endorsement number XX
Risk Covered	Comprehensive
Limitations of use	Use for Social, Domestic and Pleasure purposes and use for the business or trade purposes of the "Policyholder".

## EI. Endorsements Applicable

Endorsement Number	Description
XX	
XX	
XX	





To report a claim, call:

01245 847 660

Our phonenumber is available 24/7

[WWW.DIRECTCOMMERCIAL.CO.UK](http://WWW.DIRECTCOMMERCIAL.CO.UK)

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