



# Proposal Form

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

Direct Commercial Ltd is authorised and regulated by the Financial Conduct Authority; FRN 307505. Company Registered in England & Wales; Company Number 3133493. Registered address: Redwing House, Hedgerows Business Park, Colchester Road, Chelmsford Essex CM2 5PB

# Important Notes

## The Duty of Fair Presentation

Under the Insurance Act 2015, **you** have a responsibility to make fair representation of **your** risk to **us**. This means that **you** must:

- Disclose to **us** every material circumstance which **you** know should know or, failing that, sufficient information to alert **us** that **we** need to make further enquiries; and
- Make such disclosure in a reasonably clear and accessible manner; and
- Ensure that, in such disclosure, any material representation as to a:
  - a) Matter of fact is substantially correct; and
  - b) Matter of expectation or belief is made in good faith.

A circumstance of representation is material if it would influence an insurer's judgement in determining whether to take the risk and, if so, on what terms. **You** must also make fair representation of the risk to **us** in connection with any variations. For example, changes **you** wish to make to **your policy** throughout the **policy** period and at renewal.

If **you** fail to make a fair presentation of the risk then this could affect the extent of cover provided or could invalidate **your policy**. If **you** are in any doubt as to whether a circumstance is material then **you** should disclose it.

Direct Commercial Ltd. reserves the right to decline any proposal.

## Statutory Note

The parties to this contract are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this **policy** shall be subject to English Law.

## Motor Insurance Anti-Fraud and Theft Register

Insurers pass information to the Motor Insurance Anti Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help **us** check information provided and also to prevent fraudulent claims. When **we** deal with **your** request for insurance **we** may search this register. Under the conditions of **your policy** **you** must tell **us** about any incident (such as an accident or theft) which may or may not give rise to claim. When **you** tell **us** about an incident, **we** will pass information relating to it to the register.

## Motor Insurance Database

**Your** insurance cover details will be added to the Motor Insurance Database run by the Motor Insurers' Information Centre (MIIC). This has been set up to help identify uninsured drivers, and may be searched by the Police to help confirm who is insured to drive. If there is an accident, the Database may be used by insurers, the MIIC and the Motor Insurers' Bureau to identify relevant policy information. **You** can ask **us** more information about this. **You** should show this notice to anyone insured to drive any **insured vehicle** covered under **your policy**.

Notice to **Policyholder** – All questions must be answered in full.  
Blanks and/or dashes are not acceptable.

Name of <b>Policyholder</b>			
Address			
Telephone No.		Email Address	
VAT Registration No.		% Recoverable	
Business or Trade			
Company Registration No.			
Operators Licence No.			
Please provide any previous / alternative trading names and dates?			
Name of Previous Insurer & Policy Ref.			

### Vehicle Use

(a) What is the general nature of the goods carried?			
(b) Will goods be carried for hire and reward?	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
(c) Will explosives, chemicals, chemical by-products, acid or goods of a generally dangerous or inflammable nature be carried at any time?	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
(d) Will vehicles be used within any area of an Airport to which Aircraft have access?	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
(e) Will passengers be carried for hire or reward?	Yes	<input type="checkbox"/>	No <input type="checkbox"/>

If the answer to any of (b), (c), (d) or (e) is 'yes' please give details below or if **you** are in any doubt please consult **your** broker/agent.

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Period of Insurance	12 months from	/	/	(DD/MM/YYYY)
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# Declaration

This declaration must be completed by or with authority of the **policyholder**.

We declare to the best of our knowledge and belief that the details given above, and particulars that have been supplied by us are true and complete. This includes but is not limited to, a verified claims experience and a full schedule of vehicles and items to be insured.

We agree and will make sure that the **insured vehicle(s)** will not be driven by any person(s) who has:

- a) Been refused any motor vehicle insurance.
- b) Previously had their insurance cancelled.
- c) Not declared any medical conditions or disabilities which impair the ability to drive.
- d) Not supplied a copy of all relevant **driving licence(s)** for inspection by us and a copy which will be retained by us.
- e) Been convicted or has any pending convictions during the past 5 years for the following motoring offenses
  - i. any reckless/dangerous driving offence (any DD code offence) or aggravated taking of a vehicle (UT50).
  - ii. more than 1 of the following motoring offences: failing to stop after an accident (AC10), any disqualified driver offence (any BA code offence), any careless driving offence (any CD code offence), any drink or drug driving offence (any DR&DG code offence), any totting-up offence (TT99).

We also understand that the information we have declared within this form and information about any incident given to Direct Commercial Ltd, will be shared with the ABI so they can make it available to other Insurers. We also understand that the ABI may pass Direct Commercial Ltd information it has received from other Insurers about other incidents any **insured person** under the **policy** have been involved in.

We confirm that we have read and understood the summary of cover which is attached to this document, a copy of which we have retained for our records.

Signature		Status	
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Printed Name		Date	/ /
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# Premier Policy Summary

This insurance is underwritten by Great Lakes Insurance UK Limited and administered by Direct Commercial Ltd.

The following is a summary of **our Premier policy** and does not contain the full terms and conditions of the contract of insurance. Full terms and conditions can be found in the Policy Document, **schedule, certificate of motor insurance** and **endorsements**. This summary does not form part of **your** Contract of Insurance.

## Type of Insurance and Cover

Direct Commercial Ltd offers the following motor fleet insurance covers:

- Comprehensive
- Third Party Fire & Theft
- Third Party Only

### ✓ What is covered?

Cover	Comprehensive	Third Party, Fire & Theft	Third Party Only
Liability to others in respect of death or injury to another person	✓ Unlimited	✓ Unlimited	✓ Unlimited
Damage to other peoples property by <b>your private car</b>	✓ £20,000,000	✓ £20,000,000	✓ £20,000,000
Damage to other peoples property by <b>your commercial vehicle</b>	✓ Up to £5,000,000	✓ Up to £5,000,000	✓ Up to £5,000,000
Manslaughter defence costs	✓	✓	✓
Liability to others whilst towing a <b>trailer</b> or caravan	✓	✓	✓
Damage to <b>your insured vehicle</b> up to a maximum of £2,000,000 in connection with any occurrence or series of occurrences arising out of one incident	✓	✓ (If caused solely through fire and or theft)	✗
Loss or damage to <b>your insured vehicle</b> by fire, theft or attempted theft	✓	✓	✗
Loss or damage to manufacturers fitted audio equipment	✓	✓ (If caused solely through fire and or theft)	✗
Glass repair or replacement	✓	✗	✗
Personal belongings	✓	✗	✗
Medical expenses	✓	✗	✗
Foreign travel (including <b>commercial vehicles</b> of all sizes)	✓ (Subject to prior notification)	✓ (Subject to prior notification)	✓ (Subject to prior notification)

## ✕ What is not covered?

The following is a brief list of exclusions:

- Any liability to others or loss or damage to any **insured vehicle** covered under this **policy** when **your insured vehicle** is being driven in an unsafe, unroadworthy or damaged condition either before or after an accident.
- Any liability to others, or loss or damage to **your insured vehicle** when **your insured vehicle** is carrying an insecure load.
- Any liability to others, or loss or damage to **your insured vehicle** whilst **your insured vehicle** is being used as a **tool of trade**.
- Any liability to others, or loss or damage to **your insured vehicle** whilst **your insured vehicle** is airside.
- Theft or attempted theft of **your insured vehicle** unless the ignition key is removed away from the **insured vehicle** and all doors and other openings are closed and locked.
- Theft of **your insured vehicle** by deception.
- Any loss or damage to **your insured vehicle** caused by or arising out of the tipping operation of **your insured vehicle**, unless otherwise agreed by **us**.

**Endorsements** may apply to **your policy**. These will be shown in **your policy** documents.

### Territorial Limits

**We** will provide the minimum insurance needed by the relevant law whilst **you** are using the **insured vehicle** in the **United Kingdom**.

In the event **you** are required to travel abroad, please refer to **your** Broker in order to seek agreement for cover in the **territorial limits** required.

### Cancellation

For cancellation terms, refer to **your policy** documents.

### Claims

If a claim or possible claim occurs **you** must report this to **our** claims department on 01245 678 345 as soon as possible. This service is available twenty-four hours a day, seven days a week.

## Complaints

If **you** wish to make a complaint **you** may contact **us** directly at **our** details shown below. **We** will ensure that **your** complaint will receive immediate attention.

**You** can also contact **us** by:

Email: [complaints@directcommercial.co.uk](mailto:complaints@directcommercial.co.uk)

Post:

Complaints Department  
Direct Commercial Ltd  
Redwing House  
Hedgerows Business Park  
Colchester Road  
Chelmsford  
Essex  
CM2 5PB

In the event **you** wish to pursue matters further **you** may be able to refer **your** complaint to The Financial Ombudsman Service. **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 £1,000,000;
- A trustee of a trust with a net asset value of less than £1,000,000.
- A 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.

**You** can contact The Financial Ombudsman Service by:

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

Post

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: 0300 123 9 123 or 0800 023 4567

## Financial Services Compensation Scheme

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 Direct Commercial Ltd or Great Lakes Insurance UK Limited are unable to meet their obligations. More information can be obtained at [www.fscs.org.uk](http://www.fscs.org.uk).

## Data Protection Act & Privacy Policy

Direct Commercial Ltd is a Data Controller under the General Data Protection Regulations. Personal Data provided in connection with this **policy** will be used and processed in line with **our** Privacy Policy. A copy of this is available at [www.directcommercial.co.uk/privacy](http://www.directcommercial.co.uk/privacy). Alternatively a copy can be requested at any time.

**You** can also contact **us**:

By Email:

[info@directcommercial.co.uk](mailto:info@directcommercial.co.uk),

By Phone:

01245 459 700

By Post:

Data Protection Officer  
Direct Commercial Limited,  
Redwing House,  
Colchester Road,  
Chelmsford,  
Essex  
CM2 5PB.

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 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 insured vehicle** seized by the Police.





To report a claim, call:

**01245 678 345**

Our phone line is available 24/7

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