Policy Document

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

How to Report a Claim

To report a claim, call:
01245 678 345

The sooner **you** report an incident to **us**, the more swiftly **we** can act and save on costs. Claims must be reported by telephone 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 email or post, which must be returned should **you** disagree with any of the content.

You can contact **us** by:
Email: dclclaims@directcommercial.co.uk

Post:
Claims Department
Direct Commercial Limited
Redwing House
Hedgerows Business Park
Colchester Road
Chelmsford
Essex
CM2 5PB

Complaints

Direct Commercial Ltd aims to provide **you** with the highest standard of service. If **your** cover or **our** service does not meet **your** expectations, **we** have a procedure in place to fully investigate **your** cause for complaint. Many concerns can be resolved promptly by first contacting **your** broker.

How To Make A Complaint
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

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

Post
The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0300 123 9 123 or 0800 023 4567

Contents

Introduction 4

Welcome To Connect 5

The Duty of Fair Presentation 6

Definitions 7

Insurance Provided 10

Section 1 Liability to Third Parties 11

Section 2 Loss or Damage to the **Insured Vehicle** 13

Section 3 Personal Belongings 17

Section 4 Medical Expenses 18

Section 5 **Principal's** Clause 19

Section 6 Unauthorised Use 20

Section 7 **Trailer** Cover 21

Section 8 Foreign Travel 22

Section 9 Unlicensed **Drivers** 23

General Exceptions 24

Conditions 26

Financial Services Compensation Scheme (FSCS) 29

Data Protection & Privacy Policy 30

Introduction

Welcome and thank you for choosing Direct Commercial Ltd for **your** motor fleet insurance. Direct Commercial Ltd are authorised and regulated by the Financial Conduct Authority, FRN 307505.

This Policy Document is a contract of Insurance between **you** (the **policyholder**) and **us** (Direct Commercial Ltd 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.

This **policy** is underwritten by Great Lakes Insurance UK Limited and administered by Direct Commercial Ltd. Great Lakes Insurance UK Limited is a company incorporated in England and Wales with company number 13436330 and registered office address is 1 Fen Court, 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).

If **you** need to make a claim then please call **our** 24/7 claims notification line on 01245 678345. For full details on claims reporting see page 1 of this Policy Document.

If **you** need to raise a complaint **you** can email **us** at complaints@directcommercial.co.uk or see page 2 for further details of **our** complaint procedure.

Thank you again for choosing Direct Commercial Ltd.



Philip M Cunningham ACII
Chief Executive Officer
Direct Commercial Ltd

Welcome To Connect

Your DCL Connect **policy** has been designed to take full advantage of **your** investment into vehicle cameras. By ensuring that **we** are notified of an incident and have the camera footage within 24hrs, **our** in-house, **UK**-based, specialist claims team are in the best possible position to make sure that **your** claims are dealt with effectively and efficiently.

Notifying DCL promptly if **you** have been involved in an accident is the key to getting **your insured vehicle** back on the **road** as soon as possible, as well as minimising claim costs and their impact to **your** insurance premiums. Providing CCTV footage of the incident can help to establish the accident circumstances and protect against third party fraud and exaggerated claims.

Where **we** are advised of a claim within 30 minutes of the accident happening and the amount claimed exceeds the **policy excess** applicable, **we** will waive the first £1,000 of any **policy excess** that would have otherwise applied.

The 24/7 Claims Line number is: 01245 678 345.
We would encourage claims being reported on this number from the scene whenever possible.

A dedicated link for uploading footage in relation to **your** claims has been provided to **your** Insurance agent along with **your certificates of motor insurance**. This link is also to be used to submit sample footage

Qualifying for a DCL Connect **Policy**

To qualify for the DCL Connect **policy you** must:

- Have front facing in-vehicle cameras installed in all **insured vehicles**;
- **We** require that cameras meet **our** minimum standard (refer DCL Connect User Guide document);
- To validate, **we** will require submission of sample footage from each **insured vehicle** within 14 days of the vehicle addition date. Failure to meet this requirement will be deemed to be notice of **your** intention to cancel this **policy** as per Condition 11.b.

The requirement for vehicles to have front facing cameras installed is waived in relation to vehicles that are added to the **policy** for a temporary period of up to 21 days.

The DCL Connect user guide can be found **HERE**

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.

Definitions

Words with defined meanings are stated here. Defined terms will be dark blue and bold when used. Words using the singular should, where the circumstances require, be read in the plural. All **policy** documentation will refer to the definitions as below:

Accessories
Accessories of the **insured vehicle** include spare parts, sound reproduction equipment and communications equipment that are fitted and included in the specifications at the time it was manufactured.

Certificate of Motor Insurance
A document that **you** must have as proof that **you** have the motor insurance necessary to comply with the law to use the **insured vehicle** on a **road** or other public place. The **certificate of motor insurance** does not show the full cover **you** have under this **policy**. It is a document that forms part of this contract and should be read in conjunction with all other **policy** documentation.

Driver
Any person who is driving the **insured vehicle** with the **policyholder's** consent and is entitled to do so by the terms and conditions of this **policy**.

Driving Licence
A licence to drive a vehicle of the same class as the **insured vehicle** including all necessary CPC qualifications.

Endorsement
A change to the terms of **your policy** that is detailed in the **schedule**.

Excess
The amount **you** will have to pay in the event **your insured vehicle** is lost, stolen or damaged.

Insured Person
You and any person permitted by **you** to drive, are legally entitled to drive and is entitled to drive in accordance with **your policy** which includes:

a) **Policyholder;**
b) At the request of the **policyholder:**
   i. **Driver**
   ii. Any Principal Director or Employee of the **policyholder**.
   iii. Any person mounting into, dismounting from or in the **insured vehicle**.
   iv. The owner of the **insured vehicle** on hire or loan or leased to the **policyholder**.
   v. Any person who, with the permission of the **policyholder** is using but not driving the **insured vehicle** for Social, Domestic and Pleasure purposes, provided that use is permitted by the terms of this **policy**.

Insured Vehicle
Any motor vehicle as defined below described in the **schedule** or any motor vehicle for which details have been supplied to **us** and a **certificate of motor insurance** has been delivered to **you** and remains effective.

Private Car
Any private car or estate car, excluding any car used for hire or reward such as Private or Public Hire or Self Drive Hire.

Commercial Vehicle
Any motor vehicle excluding the following:

i. Coach or Minibus used for hire or reward
ii. Steam driven vehicles
iii. Agricultural vehicles
iv. Motorcycles
v. **Private Cars**
vi. Private Cars used for hire or reward such as Private or Public Hire or Self Drive Hire.

Trailer
In relation to a **Commercial Vehicle**:

i. A Semi-Trailer being part of an articulated vehicle;
    a) A Draw-Bar Trailer attached to a rigid vehicle;

In relation to a **Private Car**:

i. Baggage Trailer;
ii. Caravan; or
iii. A **trailer** of a similar purpose to i. & ii.

Market Value
The estimated **market value** of **your** vehicle had it been placed on the open market immediately preceding the loss or damage. This amount will not exceed the last value **you** disclosed to **us** for this **insured vehicle** or the purchase price; whichever is lesser.

Policy
This Policy Document including the **schedule**, proposal form, **endorsements** and **the certificate of motor insurance**.

Principal
An employer who has engaged with **you** to act on their behalf, under a contract for the performance of work by **you**, in connection with their business**.**

Road
Any place that would be held to be a **road** for the purposes of any compulsory Motor Insurance Legislation operative within the areas covered by this **policy**.

Schedule
The most recent document **we** issue to **you** showing the details of **you**, **insured persons**, **insured vehicles** and the protection provided under this **policy**.

Specified Trailer
Any **trailer** that is the property or legal responsibility of the **policyholder** where **we** have been provided with the chassis number or VIN number and current value and has been accepted by **us**.

Territorial Limits
Any country which:

i. Is Great Britain, Northern Ireland The Isle of Man and the Channel Islands;
ii. Is a member of the European Union;
iii. Agrees to meet European Union Directives on motor insurance and which the Commission of the European Union is satisfied and has made arrangements to meet the requirements of these Directives.

Terrorism
Any 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 facto by intimidation or coercion; or
iv. kidnapping or hostage-taking.

Tool of Trade
A vehicle that has tools, implements, machinery or plant attached to or towed by the **insured vehicle** and is being used by **you** at **your** premises or on any worksite. **Tool of Trade** does not include any **insured vehicle** whilst travelling to or from a worksite.

Total Loss
When the **insured vehicle** is deemed beyond economical repair following a covered incident.

United Kingdom/UK
England, Wales, Scotland and Northern Ireland.

Unspecified Trailer
Any **trailer** that is the property or legal responsibility of the **policyholder**, where the chassis number or VIN number are not confirmed to **us** but **we** have been supplied with the total maximum sum to be insured and the maximum value any one **trailer**.

We/us/our
Direct Commercial Ltd on behalf of Great Lakes Insurance UK Limited.

You/Your/Policyholder
The person named in the **policy** documentation as the **policyholder**.

Insurance Provided

Shown below are the general levels of cover offered by **our** Connect **policy**. **Your policy schedule** will confirm **your** level of cover and applicable **endorsements** that apply to **your policy**.

Section	Comprehensive	Third party, fire & theft	Third party only	Fire & Theft only
Section 1: Liability to Third Parties	✓	✓	✓	✗
Section 2: Loss or Damage to the **Insured Vehicle**	✓	✓ Fire & Theft Only	✗	✓ Fire & Theft Only
Section 3: Personal Belongings	✓	✗	✗	✗
Section 4: Medical Expenses	✓	✗	✗	✗
Section 5: **Principal's** Clause	✓	✓	✓	✗
Section 6: Unauthorised Use	✓	✓	✓	✗
Section 7: **Trailer** Cover	✓	✓	✓	✗
Section 8: Foreign Travel	✓	✓	✓	✗
Section 9 : Unlicensed **Drivers**	✓	✓	✓	✗

Section 1 Liability to Third Parties

✓ What is covered?

1 The **insured person** will be covered when liability arises out of an accident caused by or in connection with the **insured person** or the loading or unloading of the **insured vehicle**.

2. Death of or bodily injury to any person.

3. Third Party Property Damage
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**.

4. Legal Costs
At **our** option the payment of:
a) With **our** written consent, legal charges and expenses defending any action which may be brought against **you** in respect of any claim under this Section;
b) Solicitors fees for representation at any court of summary jurisdiction or at any Coroner's Inquest or Fatal Inquiry relating to any event which may be subject to indemnity under this Section;
c) Legal services arranged by **us** up to £5,000 for defending a charge of manslaughter or causing death by careless, reckless or dangerous driving.

5. Towing
Any **insured vehicle** towing a **trailer** or a disabled mechanically propelled vehicle provided the vehicle is not being towed for reward. **We** will not cover any damage to the towed vehicle or any load carried on it.

6. Emergency Treatment
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 **policy**.

7. Third Party Contingency
You are covered whilst any vehicle that is not **our** property and not provided by **you** is being used in connection with **your** business by **your** employee or partner.

This cover is subject to the following conditions:
a) **You** must take all reasonable steps to ensure that there is valid Insurance in place for this use.
b) If any claim covered by this Sub-Section is also covered by any other insurance **we** will not be liable to make any contribution to the claim.

8. Unauthorised Movement
An **insured person** is covered for any accident caused by moving another vehicle without the owner's permission, to facilitate the legitimate passage for, or the loading or unloading of, the **insured vehicle** as long as that vehicle:
a) Does not belong to **you**;
b) Is not hired or loaned to **you.**
c) Is not in **your** care, custody or control.

✕ What is not covered?

We will not be liable:

9. To cover any **insured person** other than **you** if at any time there is any other cover in force whether arranged by that person or not.

10. In respect of death, injury or damage arising beyond the limits of any **road** in connection with the loading or unloading of the **insured vehicle** by anyone other than a **driver** or an attendant in **your** employment.

11. In respect of death of or injury to:
    a) **You**;
    b) **Driver**;
    c) Any person arising out of and in the course of their employment by **you** or by any other person claiming under this Section. This does not apply if **we** need to provide cover due to the requirements of the Road Traffic Act.

12. Loss of or damage to:
    a) Property belonging to or in the custody or control of the **insured person**.
    b) Premises or their fixtures and fittings, which are not **your** property but are occupied by **you** under a lease or rental agreement.
    c) Property in or on the **insured vehicle**.
    d) The **insured vehicle**.

13. Exclusions to Sub-Section 8 Unauthorised Movement:
    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 a **driving licence**.
    b) In respect of damage to or loss of property in or on the obstructing vehicle.

Section 2 Loss or Damage to the **Insured Vehicle**

✓ What is covered?

Indemnity to **you** against loss of or damage to the **insured vehicle** and the **accessories** of the **insured vehicle**.

1. Repairs
   We may at **our** option repair, reinstate or replace the **insured vehicle** or the **accessories** of the **insured vehicle**, or, **we** may pay in cash the amount of loss or damage. The maximum **we** will pay is the **market value** of the **insured vehicle** including the **insured vehicle's accessories** at the time of the loss or damage but the amount paid will not exceed the lesser of the last disclosed value or purchase price of the **insured vehicle**.

2. 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 the event of a **total loss** of the **insured vehicle**, will be made to the owner whose receipt will be a full and final discharge to **us** in respect of such loss or damage.

3. Recovery and Redelivery of the **Insured Vehicle**
   If the **insured vehicle** is disabled following any claim covered in this Section of **your policy**, **we** will pay the reasonable cost to:
   a) Transport the **insured vehicle** to the nearest competent repairer.
   b) Re-deliver the **insured vehicle** to **you** after repair.

✕ What is not covered?

We will not be liable in respect of:

4. The following:
   a) Depreciation and wear and tear;
   b) Mechanical, electrical, electronic or computer failures, breakdowns or breakages;
   c) Loss of use of the **insured vehicle** or other indirect loss;
   d) Betterment - improvement of the original condition of the **insured vehicle**.
   e) Damage to the transmission by application of the brakes.

5. Damage to tyres caused by braking, punctures, cuts or bursts; unless caused by an accident to the **insured vehicle**. The cost to repair or replace the tyres is limited to their value at the time of the accident;

6. Loss of or damage to the **insured vehicle** caused by or arising out of the tipping operation of the **insured vehicle**;

7. Loss of fuel as a result of loss or damage to the **insured vehicle**;

8. Loss or damage unless the **insured vehicle** is or was last in the care, custody or control of:
   a) the insured person; or
   b) a member of the motor trade for the purpose of maintenance or repair and is not covered by another insurance policy e.g. repairers motor trade policy.

9. Loss or damage to the **insured vehicle** directly caused by, contributed to or arising from pressure waves caused by aircraft or other flying objects;

10. Any amount in excess of £2,000,000 in connection with any occurrence or series of occurrences arising out of one event;

11. Loss of the **insured vehicle** resulting from fraud or deception;

12. Any reduction in value of any **insured vehicle**;

13. Loss of or damage to **insured vehicle** when unattended, resulting from theft or attempted theft:
    a) Whilst it has been left unlocked.
    b) It has been left with the keys or any form of keyless entry/ignition device in it or on it.
    c) It has been left with the windows or sliding roof open- if the **insured vehicle** has these.
    d) If an alarm, electronic immobiliser or tracking device is fitted and not activated or in proper working order and the insured vehicle is either less than 3 years old and/or has a value that exceeds £40,000.

14. Any amount in respect of any part or **accessories** of the **insured vehicle** that is in excess of the price in the manufacturer's last price list at the time of the loss or damage where that part or **accessories** are unobtainable or obsolete in pattern.

15. Loss or damage to the **insured vehicle** caused by or arising from the use of the wrong fuel or as a result of the misdelivery of the wrong fuel or any other contaminant such as AdBlue.

Young and Inexperienced **Drivers Excess**

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

Young **Driver**:
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 Young **Driver** table below.

Inexperienced **Driver**:
We consider an inexperienced **driver** to be any **insured person** who has not held a full valid **driving licence** issued by the relevant authority or any EU member state for 12 months or more. The **excess** for an inexperienced **driver** is £250 in addition to all other applicable **excesses**.

Any **insured person** who is considered a young or inexperienced **driver** within this **policy** that does not have an **excess** amount stated in the table will not be covered for the following Sections of **your policy**:
Section 2 Loss Or Damage To The **Insured Vehicle**;
Section 3 Personal Belongings; &
Section 4 Medical Expenses

Young **Driver** Table:

Vehicle Type	Licence Required	**Driver** Age			
		17	18-20	21-22	23-24
Private Car Excluding use: Hire or Reward	B	£1500	£1250	£750	£500
Private Car Including use: Hire or Reward	B	£1500	£1250	£1000	£750
Commercial Vehicle Less than 3.5t with a **trailer** up to 750kg	B	£2000	£1500	£1000	£750
Commercial Vehicle 3.5t - 7.5t with a **trailer** up to 750kg	C1		£1500	£1500	£1000
Commercial vehicle 3.5t - 7.5t with a **trailer** over 750kg. Total weight must not exceed 12000kg	C1 + E (*Category B test prior to 01.01.97 not exceeding 8250kg*)			£2000	£1500
Commercial vehicle Over 7.5t with a **trailer** up to 750kg	C			£2000	£1500
Commercial vehicle Over 7.5t with a **trailer** over 750kg (Articulated and drawbar **trailer** combinations)	C + E			£2500	£2000

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.

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

Driving Conviction Table:

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

Section 3 Personal Belongings

✓ What is covered?

1. **We** will pay, at **your** request, up to £250 for personal belongings in or on the **insured vehicle** if they are lost or damaged by an accident, fire, theft or attempted theft, subject to the following:
   a) The person claiming is not entitled to indemnity under any other insurance;
   b) The person claiming will be subject to the terms, exceptions and conditions of this **policy** that apply.

✕ What is not covered?

2. The following belongings:
   - 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. If **you** or any person traveling in a **private car** that is an **insured vehicle** are injured as a direct result of the same **insured vehicle** being involved in an accident, **we** will pay up to £250 medical expenses for each injured person.

✕ What is not covered?

2. This Section is not applicable to any **commercial vehicle**.

Section 5 **Principal's** Clause

✓ What is covered?

1. As far as is necessary to meet the requirements of any agreement or contract entered into by **you**, **we** will insure the **Principal** under Section 1 only, for any legal liability incurred by **you** when using the **insured vehicle** for contract work on behalf of the **Principal**.

   You must have arranged with the **Principal** for the conduct and control of all claims for which **we** may be liable to be fully assigned to **us**.

✕ What is not covered?

2. **We** will not cover **you** for:
   a) Any claim arising out of agreements unless the **insured person** would have been entitled to cover if the claim had been made against the **insured person**;
   b) Injury to the **Principal** for any amount which **you** would not be liable for in the absence of an agreement;
   c) Damage to property owned by, or in the custody, care & or control of the **Principal** for any sum exceeding the amount required to indemnify the **Principal**;
   d) Death, injury, loss or damage resulting from the negligence of any person other than **you** or **your** employee.

Section 6 Unauthorised Use

✓ What is covered?

1. This **policy** will cover only **you,** 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 **policy**.

   At all times **you** must take all reasonable precautions to ensure that all persons who may drive an **insured vehicle** are made aware of the permitted purposes of use as defined in this **policy**.

Section 7 **Trailer** Cover

✓ What is covered?

1. Indemnity in respect of any **specified trailer** owned by **you** or in **your** care, custody or control whilst attached to an **insured 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.

   This cover is subject to the following terms and conditions:
   a) The amount payable under Section 2 of this **policy** in respect of each **specified trailer** will 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) The level of cover for the **trailer** will not be greater than the level of cover of the **insured vehicle** it is attached to.

✕ What is not covered?

3. Any **trailer** or disabled mechanically propelled vehicle not being towed in accordance with the Law.

4. Loss of or damage to property being carried in or on any **trailer** or disabled mechanically propelled vehicle.

Section 8 Foreign Travel

✓ What is covered?

1. Where **we** have issued an International Motor Certificate (Green Card) or provided **our** prior written agreement, the cover provided by this **policy** will extend to apply whilst the **insured vehicle** is in use in countries as accepted by **us**. Cover will also extend to include transit by sea between specified countries including the process of loading or unloading incidental to such transport.

   If the **insured vehicle** is being transported by sea, it must be by a recognised sea route of not longer than 65 hours in duration.

✕ What is not covered?

2. **We** will not be responsible for Custom or Excise Duties or Charges.

Section 9 Unlicensed **Drivers**

✓ What is covered?

1. **We** will cover an unlicensed **driver** under this **policy** when a licence is not required by law, provided the **driver** is old enough to have obtained a **driving licence** to drive the **insured vehicle** had one been required by law.

General Exceptions

You must observe the General Exceptions and the Conditions throughout this **policy** and all **endorsements** before Direct Commercial Ltd will be obligated for liability under this **policy**. Failure to meet the terms and conditions set out in your policy could result in liability not being accepted by **us**.

This **policy** does not cover **you** for:

1. **Insured Vehicle** Use
   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 or any other similar explosive, chemicals, chemical by-products, acids or goods of a generally dangerous or inflammable nature;
   b) carrying a load in excess of which it was constructed for 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 anyone other than **you** or a person licenced to drive such vehicle in **your** employment or acting with **your** authority.
   e) being used for racing, pacemaking, speed trials or for any purpose in connection with the Motor Trade, Motor Rallies, Competitions or Trials.
   f) carrying a load in an unsafe or illegal condition or manner either before or after an accident.

2. Spillage, Leakage or Misdelivery
   Any accident, injury, loss, damage or liability caused, sustained or incurred directly or indirectly through the spillage, leakage or misdelivery of any load arising out of the carriage of such load by or on the **insured vehicle** or whilst loading or unloading.

3. Pollution & Contamination
   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 this insurance. All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the time the incident takes place. This exception will 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 **policy**.

4. Earthquake
   Any accident, injury, loss, damage or liability caused by or due to earthquake, except where it is necessary to meet the requirements of any compulsory insurance.

5. War & **Terrorism**
   All actual or alleged losses, liabilities, damages, injuries, defence costs or expenses 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:
   a) War, invasion, act of foreign enemy, 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**.

   Also excluded from coverage are all actual or alleged losses, liabilities, damages, injuries, defence 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 a. or b. of this Sub-Section..

6. Riot
   Riot or civil commotion occurring outside Great Britain, the Isle of Man, the Channel Islands, or a Member Country of the EU.

7. Criminal Acts or Deliberate Acts
   Any wilful damage or loss caused by or incurred with the consent or connivance of **you** or **your** employees.

   Any loss where the **insured vehicle** is being used for criminal purposes including avoiding lawful apprehension, or deliberate use of the **insured vehicle**;
   a) to cause damage to other vehicles or property; and or
   b) to cause injury to any person and or to put any person(s) in fear of injury.

8. Nuclear/Radioactive Contamination
   Loss or destruction of or damage to any property or any loss or expense resulting or arising from or any consequential loss or any legal liability of any nature directly or indirectly caused by or contributed to or arising from:
   a) ionising radiations or contamination by radioactivity from any 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.

9. Airfields & Airports
   Any accident, injury, loss, damage and or liability caused sustained or incurred whilst any **insured vehicle** is being used within any area of an Airport to which Aircraft have access.

10. **Tool of Trade**
    Any loss, damage or liability 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 where it is necessary to meet the requirements of the Road Traffic Acts.

11. **Your** Other Agreements
    Any accident, injury, loss, damage or liability that **you** have accepted under an agreement which would not have been covered in the absence of that agreement.

Conditions

1. Claims Notification
   It is a condition precedent to indemnity that **you** must notify **our** Claims Department and give **us** full details of any loss, damage or accident as soon as possible and no more than 24 hours after the incident occurs. Any CCTV footage captured at the time of the incident must be submitted to DCL within 24 hours of the incident. **You** must also tell **us** if **you** know about any future prosecution, coroner's inquest or fatal accident inquiry connected to the accident.

   In the event of any theft or malicious damage likely to result in a claim, **you** must notify the Police as soon as possible and keep a record of that notification.

   Every communication about a claim, including any writ or summons, must be sent to **us** without delay and unanswered. **You** must give **us** any other relevant information, documentation and help **we** need to deal with **your** claim.

2. Claims Requirements
   You or anyone acting on **your** behalf must not admit to, negotiate on or refuse any claim unless **you** have **our** consent in writing. **We** are entitled to:
   - Take over, carry out, defend, settle or prosecute any claim in **your** name; and
   - **You** or anyone acting on **your** behalf will give all information, documentation and assistance **we** may require and will not act in any way to **our** detriment or prejudice **our** interests.

3. Other Insurance
   If any accident, injury, damage or loss covered by this **policy** is also covered by other insurance **we** will not pay more than **our** relevant proportion. **We** will not be liable to pay more than **our** payable proportion as stated in Section 1 and Section 5.

4. **Total Loss**
   In the event of **us** processing any claim under Section 2 as a **total loss**, the payment with be subject to **you** providing **us** with the following for the **insured vehicle** at the time of the incident;
   - A current MOT Test Certificate;
   - The Vehicle Registration Document;
   - The keys;
   - Plating certificate;
   - Original purchase receipt;
   - Copy of the **insured person's driving licence** who was driving or in the charge or custody of the **insured vehicle** at the time of the incident.

   We will be entitled to take possession of the **insured vehicle** and to deal with the salvage in a reasonable manner.

5. Vehicle Taxing & Registration
   Where the **insured vehicle** is required to be taxed and registered by law, it must be taxed and registered in the **United Kingdom**.

6. Taking Care Of The **Insured Vehicle**
   You will 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** will not be liable for loss, injury or damage if the **insured vehicle** is being used in an unsafe condition either before or after the accident.

   You will allow **us** or any authorised representative of **ours**, to have free access at all times to examine the **insured vehicle**.

7. **Driving Licence**
We will not be liable for any claim where the **driver** of the **insured vehicle** is required to hold a **driving licence** unless they:
a) hold a full **driving licence** to drive the **insured vehicle;** or
b) have held and are not disqualified from holding or obtaining a **driving licence**; or
c) hold a Provisional **driving licence** and are conforming with the terms and limitations of that **driving licence**.

Documentary evidence by way of a copy of the **driver's** current **driving licence** may be requested.

8. **Insured Person**
An **insured person** is covered provided they:
a) Are not entitled to indemnity under any other insurance;
b) Observe and fulfil the terms, exception and conditions that apply to this **policy**.

9. Compulsory Insurance Laws
If **we** are required to settle a claim in order to comply with the law applying to any country within the **territorial limits** of this **policy**, **you** will repay to **us** all sums paid by **us** which **we** would not otherwise have been liable to pay.

10. Minimum Premiums
If **you** remove an **insured vehicle** from this **policy**, **we** will allow a refund subject to:
a) **Us** retaining a minimum of 75% of the original inception or renewal premium;
b) None of the **insured vehicles** being involved in a claim for which **we** have or will in future have to make a payment for which is non-recoverable.

11. Cancellation
a) By **Us:**
We may cancel this **policy** at any time giving seven days notice by post by Recorded or Special Delivery. This will be sent to **your** last known address. In this event, **we** will return a pro-rata proportion of the premium subject to all claims against this **policy** being fully discharged to the full extent of **our** legal liability.
b) By **You:**
You may cancel this **policy** at any time by providing **us** with notice in writing either by post or electronically.

Your appointed insurance broker may also effect **your** right to cancel this **policy** at any time providing **us** with:
i. Written notice;
ii. Evidence of outstanding and overdue premium payments that relate to this **policy** only and are due to be paid directly to **your** insurance broker and no other party;
iii. A copy of a notice of cancellation letter sent to **you** by recorded delivery from **your** insurance broker advising **you** of **your** overdue premium and that failure to settle the outstanding premium before the stated date will result in their request to **us** for immediate cancellation of the **policy**.

Provided that no claims have been made under this **policy** and that there is no incident likely to give rise to a claim that has yet to be reported **us**, **you** will be entitled to a return premium in accordance with the short period rates stated in the Conditions of this **policy** . The return premium will be calculated against the vehicle schedule at the time of 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) Cancelling A Policy Paid With Premium Finance:
Where you pay your premium to us using an approved finance provider, if there is any amount outstanding by you to the finance provider at the time of cancellation, whether or not the date for repayment of the amount has fallen due, we may deduct this amount from the sum payable under this condition.

d) By your premium finance provider:
Where the premium for this Insurance has been funded by a recognised insurance premium finance provider and that provider has issued a formal default notice **our** liability under this **Policy** will be reduced with immediate effect to Third Party Only. Furthermore, at the expiration of the deadline stated within the default notice, should the payment breach not have been remedied, all benefits under this **Policy** will cease to be operative, the **Policy** will be cancelled with immediate effect.

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

12. Keeping To The Terms Of **Your Policy**
This **policy** is a contract personal to **you** and cannot be reassigned under any circumstances. Only **you**, or in the event of **your** death, **your** personal legal representative, will have any right against **us** and, even then, only as prescribed by the terms and conditions of **your policy**.

13. Condition Precedent
It is a condition precedent to any liability to make any payment under this policy that:
    a) You have met all the terms, provisions, conditions and endorsements of this policy; and
    b) The declaration and information given in the application or Statement of Facts or Proposal Form on which this policy is based is complete and correct.

All documents issued for this policy form part of your insurance contract and should be read in conjunction.

14. Motor Insurance Database
You must supply the details **we** need of any **insured vehicles** covered by this **policy** for the purposes of the Motor Insurance Database (MID).

15. Concealment or Fraud
If **you**, or anyone acting for **you**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement, then:
- **we** will not be liable to pay the claim, and
- **we** may recover from **you** any sums paid by **us** to **you** in respect of the claim, and
- **we** may by notice to **you** treat **your** insurance policy as having been terminated with effect from the time of the fraudulent act, and
- **we** may take legal action against **you**.

If we terminate **your** insurance policy with effect from the time of the fraudulent act, then:
- **we** shall not be liable to **you** in respect of losses occurring after the time of the termination, and
- **we** do not need to return any of the premium paid to **you**.

If **you** make any claim or statement knowing the same to be false or fraudulent this **policy** will become null and void and all claims under this **policy** will be forfeited.

16. Applicable Law
Unless specifically agreed to the contrary this policy will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

17. Financial Sanctions
We shall not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy to the extent that the provision of such cover, indemnity, payment or other benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States or other country of policy issue.

18. Vehicle Camera System
It is a condition precedent to indemnify that unless agreed in writing by **us**, that all **insured vehicles** will have a front facing camera system installed and operational at all times whilst the **insured vehicle** is in use.

Financial Services Compensation Scheme (FSCS)

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.

Data Protection & 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. Alternatively, a copy can be requested at any time.

You can also contact **us**:

By Email:
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.

You can check that **your** correct registration number details are shown on the MID at www.askmid.com.

dcl Connect

To report a claim, call:

01245 678 345

Our phone line is available 24/7

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

20250101