



# Commercial Vehicle Summary of Insurance

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An annual insurance for any commercial vehicle(s) and accessories in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands and on request up to 60 days anywhere else in the European Union in any one year of insurance.

This includes **Trailers** whilst attached to the insured vehicle and, optionally, detached **Trailers**.

The parties to the contract are entitled to choose the law applicable to it. We propose to choose the law applicable to your place of residence (or in the case of a business the place where the principal office is situated) in the United Kingdom, the Isle of Man or the Channel Islands.

**Trailer** means any non self-propelled wheeled attachment (other than a caravan) which is drawn by a commercial vehicle, or any machine which is constructed to be towed by or carried by a commercial vehicle.

## Summary of available cover

This summary of cover available does not include full details of the terms, exclusions and conditions of the Policy. A specimen copy of the Policy is available on request as well as a copy of the completed proposal form.

### Third Party only cover

#### Third Party Indemnity is provided for:

Liability for death of or injury to third parties including passengers

Liability for damage to third party property – subject to a limit of liability of £5,000,000 for any one accident

Liability of passengers to other parties

Legal costs incurred with our consent arising from an accident for which cover is provided, for representation at any Coroner's Court, Fatal Accident Inquiry or Court of Summary Jurisdiction and for defending proceedings arising from any death.

The Third Party Indemnity applies whilst a vehicle is drawing a Trailer or caravan.

#### Important exclusions to Third Party only cover:

- a) liability for loss of or damage to any property owned by you or in the care of the person seeking indemnity  
**(please refer to page 1, Section A of the Policy document for full details).**
- b) liability arising from the use of the vehicle and/or any **Trailer** as a tool of trade except as required by road traffic legislation  
**(please refer to page 10, General Exclusion 6 of the Policy document for full details).**
- c) airside risks  
**(please refer to page 10, General Exclusion 7 of the Policy document for full details).**

### Third Party Fire and Theft cover

Third party only as above plus loss of or damage to the vehicle(s) and attached **Trailer(s)** caused by fire, theft or attempted theft.

### Comprehensive cover

Third Party Fire and Theft as above plus accidental damage to the vehicle(s) and attached **Trailer(s)**.

#### Important exclusions to Third Party Fire and Theft and Comprehensive cover above:

An **Excess** (i.e. the amount of any claim to be paid by you) of £50 for each accidental damage, fire or theft claim.

This amount is increased where the driver or person in charge of the vehicle is aged under 25 years as follows:

Aged under 21 years                      additional £200

Aged 21-24 years                         additional £100

The **Excess** for a windscreen or window(s) is £50 other than where a windscreen or window(s) is repaired and not replaced where there is no **Excess (please refer to pages 2 & 3 of the Policy document for full details).**

**Excess:** means a deduction from the amount payable in respect of any claim after the application of any relevant monetary limits specified in the Policy.

Loss of use, depreciation including diminution in value as a consequence of repair, wear and tear or mechanical, electrical, electronic or computer failure or breakdown **(please refer to pages 2 & 3 of the Policy document for full details).**

Damage to tyres caused by punctures, cuts or bursts.

Loss or damage by theft or attempted theft if the ignition keys are left in or on the vehicle (**please refer to pages 2 and 3 of the Policy document for full details**).

### Legal Expenses cover

#### Legal Expenses including:

- a) Recovery of uninsured losses
- b) Provision of a replacement vehicle where an accident was the fault of the third party
- c) Use of 24 hour helplines for legal advice and unfunded roadside assistance
- d) Limit of indemnity of £100,000

#### Geographical Limits.

##### For legal costs:

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

##### For vehicle hire costs:

England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.

**Please refer to pages 4, 5 & 6 of the Policy document for full details.**

**(The Legal Expenses section of the Policy is underwritten by DAS Legal Expenses Insurance Company Limited).**

### Optional Extensions

**Detached Trailers:** The Policy may be extended for an additional premium to provide cover for detached **Trailers**.

**Voluntary Excess:** For a reduced premium you can choose to pay an additional **Excess**, which will apply to all fire, theft or accidental damage claims (other than for windscreens or windows).

**Restricted Driving:** For a reduced premium the driving may be restricted to one named driver (the standard Policy allows driving by any licensed driver with the Policyholder's consent)

### Permitted use of vehicle

The standard Policy allows use for any purpose excluding use for hiring, racing or for rallies, competitions or trials. However, for an additional premium the permitted use can include the carriage of goods for hire and reward (i.e. haulage).

### Scale of Discounts

Entitlement to no claim discount is allocated by reference to the number of claim free years since the last claim.

The Scale of Discounts from basic premiums is:

Less than one year	Nil
One claim free year	10%
Two claim free years	20%
Three claim free years	30%
Four claim free years	40%

After each additional claim free year your entitlement will move one step up the scale. Claims for damage to the windscreen or windows only do not affect the discount

Where a single claim occurs and there is not a full recovery made by Cornish Mutual, at the next renewal date the discount reduces by two steps down the scale.

Where two claims affect the discount entitlement in one year of insurance, at the next renewal date no discount is allowed.

Where you produce documentary evidence from other insurers regarding claim free years, the premium calculation takes into account the above table.

## Claims Settlement Provisions

**Damages:** by payment on the basis of the legal liability incurred, plus costs and expenses.

**Costs:** by payment of costs and expenses necessarily incurred with our consent.

**Damage to your insured vehicle**

By payment of not more than the market value or at our option the cost to repair or replace the vehicle.

**(Please refer to page 2 of the Policy document for details).**

## Commencement of Insurance

Insurance will normally commence only from the date when the premium or a deposit premium is received by Cornish Mutual or its representatives, or on any later date requested by you. Cover is subject to Cornish Mutual acceptance of the proposal form. We reserve the right to decline the proposal. Confirmation of cover will be issued to you in writing together with the required legal documentation.

## Cancellation of cover

You have the right to cancel the Policy within fourteen days of the conclusion of the contract or receipt of the Policy documents, whichever is later. Your request to exercise this right must be made in writing to our Registered Office address and must be accompanied by your current certificate of motor insurance or cover note.

We will return any premium paid, less an amount to represent the insurance cover we have provided, within thirty days of your request. The cost of the cover we have provided will be in proportion to the annual premium.

You also have the right to cancel the Policy after the 14 day period. Again, your request must be in writing and you must return your current certificate of insurance. We will cancel as from the date of receipt of the certificate and, if you have not had a claim, we will return a proportionate part of your premium. If you have had a claim then the full premium is due and no refund will be made.

We also have the right to cancel the Policy by giving you 7 days notice in writing to your last known address. If we do this we will refund that part of your premium which covers the cancelled period. You will be asked to return your current certificate of insurance as is required by law.

## Making a claim under your Policy

If you would like to make a claim under your Policy please contact the Claims Department or your Insurance Inspector.

Claims Department  
Cornish Mutual  
CMA House  
Newham Road  
Newham  
Truro TR1 2SU

Tel: 01872 277151

Fax: 01872 263032

Email: [claims@cornishmutual.co.uk](mailto:claims@cornishmutual.co.uk)

When corresponding with us by email please note that proof of sending an email does not mean we have received it. Please ensure we have acknowledged receipt of your email.

## Financial Services Compensation Scheme

Our activities are covered by the Financial Services Compensation Scheme and consequently you may be entitled to compensation if we cannot meet our obligations. The amount of any compensation is dependent upon what insurance you have and the circumstances of the compensation claim but for compulsory classes of insurance please note there are no upper limits on any claim. For further information on The Financial Services Compensation Scheme contact the scheme directly on 0207 8927300, visit: [www.fscs.org.uk](http://www.fscs.org.uk) or write to: Financial Services Compensation Scheme, 7th floor, Lloyds Chambers, Portsoken Street, London E1 8BN

## Data Protection - Information Uses

For the purposes of the Data Protection Act 1998, the Data Controller in relation to any personal data you supply is The Cornish Mutual Assurance Company Ltd.

### **Insurance Administration**

Information you supply may be used for the purposes of insurance administration by Cornish Mutual, our agents and reinsurers. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing our compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention.

In assessing any claims made, Cornish Mutual or its agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators). In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

### **Claims and Underwriting Exchange Register**

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd) and 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 these Registers. 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 a claim. When you tell us about an incident we may pass information relating to it to the Registers.

### **Motor Insurance Database**

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 :

- i Electronic Licensing
- ii Continuous Insurance Enforcement;
- iii Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- iv 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).

### **Sensitive Data**

In order to assess the terms of the insurance contract or administer claims which arise, the insurer may need to collect data which the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application you signify your consent to such information being processed by the insurer or its agents.

### **Marketing**

The Cornish Mutual Assurance Company Ltd may use your information to keep you informed by post, telephone, email or other means about products and services which may be of interest to you. Your information may also be disclosed and used for these purposes after your Policy has lapsed or we may use your data to carry out research. If you do not wish your information to be used for these purposes please write to us at Cornish Mutual, CMA House, Newham Road, Truro, TR1 2SU.

## Our service to you

As a mutual organisation we are member-centred and want to ensure that we treat all our Members fairly and honestly. We seek to give a high level of service at all times.

If there are occasions when we do not meet your standards please contact us at the address below.

Cornish Mutual, CMA House, Newham Road, Newham, Truro TR1 2SU

Tel: 01872 277151 Fax: 01872 223053 Email: [enq@cornishmutual.co.uk](mailto:enq@cornishmutual.co.uk)

- We will acknowledge your complaint within five working days and give you the name and title of the person who is handling your complaint.
- We will deal with your complaint as quickly as possible and aim to provide you with a formal response within twenty working days from receipt of the complaint. If compensation or redress is appropriate we will provide these details with our response. If we feel your complaint is not justified full reasons for our decision will be provided to you.
- If we are unable to resolve your complaint within twenty working days we will write to you and explain why we have been unable to resolve the issue. We will also advise you of when you can expect to receive our final response.
- If you remain dissatisfied you have the option of contacting The Financial Ombudsman Service. Their contact details are:  
South Quay Plaza, 183 Marsh Wall, London E14 9SR  
Tel: 0845 0801800 Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Our response to your complaint will always provide you with a leaflet explaining The Financial Ombudsman Service.

To help us improve our service, telephone calls to us may be recorded and monitored.

Authorised and Regulated by the Financial Services Authority

**Registered Office:** Cornish Mutual Assurance Co. Ltd, CMA House, Newham Road, Newham, Truro, TR1 2SU

This summary of cover does not include full details of the terms, exclusions and conditions of the Policy. A specimen copy of the Policy is available on request. A copy of the completed proposal will also be supplied on request.

This summary of cover is liable to alteration. This June 2010 version cancels all previous issues.



**GV.13(7)**

**Head office**

CMA House  
Newham Road  
Newham  
Truro  
Cornwall TR1 2SU

Tel: 01872 277151  
Fax: 01872 223053

**Exeter office**

Unit A  
Exeter Livestock Centre  
Matford  
Exeter  
Devon EX2 8FD

Tel: 01392 824964  
Fax: 01392 256107

email: [enq@cornishmutual.co.uk](mailto:enq@cornishmutual.co.uk) [www.cornishmutual.co.uk](http://www.cornishmutual.co.uk)