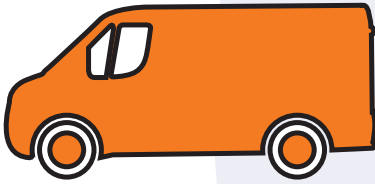


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# Van Insurance

*Keeping You on the Move*

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*Terms of Business*

*Policy Summary*

# Our Terms of Business

YouChoose Van is a trading style of Commercial Vehicle Direct Insurance Services Limited. Authorised and Regulated by the Financial Services Authority. Registered in England and Wales No: 4137311. Registered Office: MMT Centre, Severn Bridge, Aust, Bristol BS35 4BL. VAT No: 851 1469 32

## OUR STATUS AND THE SERVICES PROVIDED

We are an insurance broker who arranges policies through a panel of leading insurers and intermediaries. Please note that for certain products we use only one insurance company. Our service includes arranging your insurance cover and helping you with ongoing changes. We can also assist you with making a claim.

## THE CAPACITY IN WHICH WE ARE ACTING

We act as your agent when sourcing a suitable policy, placing the insurance and in the event of a claim, unless the insurance is arranged under a delegated binding authority where we act as agent of the insurer when placing the insurance.

## DISCLOSURE OF INFORMATION

It is your responsibility to provide complete and accurate information to your insurer when you take out your insurance policy, throughout the lifetime of the policy and when you renew your insurance. Any information which might influence your insurer to accept, amend or decline your insurance proposal or renewal, must be disclosed. If you are unsure about disclosing any matter please contact us for guidance. Failure to disclose any material information to your insurers or any inaccuracies in the information provided could invalidate your insurance cover and mean that part or all of your claim may not be paid. Any advice we offer will be based on the details you provide. Always keep copies of correspondence sent or received concerning your insurance.

You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain a Certificate of Motor Insurance.

Please note that under the Rehabilitation of Offenders Act 1974 you are not required to disclose convictions regarded as "spent".

## PROPOSAL FORMS

It is important that you ensure that all statements that you make on a proposal form are full and accurate. All answers on proposal forms and statements made to your insurers, either in your handwriting or pre-printed, are your responsibility. When a policy is taken out we will send you a copy of your proposal form or statement of fact, which shows the information you have supplied. If you ask us to amend any answers, or add additional information we will

send you a copy of the revisions. You will have the opportunity to correct amendments.

## AWARENESS OF POLICY TERMS

You should read your policy carefully. The document, schedule and any Certificate of Insurance are the basis of the cover you have purchased. Please make sure that you understand them and are able to follow their requirements. Breach of any terms, conditions or warranties may enable your insurer to terminate your policy or repudiate a claim.

## ROAD TRAFFIC ACT

Customers are reminded that it is their personal responsibility under Road Traffic Act legislation to ensure that before using or permitting the use of a vehicle on the public highway, they are in possession of a current valid Certificate of Insurance or cover note. You must immediately notify the Company if your Certificate of Insurance or cover note expires as no cover will exist until written or documentary confirmation has been received by you.

## DATA PROTECTION ACT

Any information we hold about you, whether on our computer system or on paper files, will be treated as private and confidential. We will use and disclose the information we have in the normal course of administering or arranging cover on your insurance policy. We may also, on occasion, use the details we hold about you within our associated companies or pass them to Third Parties so that we may tell you of new products and services, which we think may interest you, by telephone, e-mail or post. If you do not wish to receive any marketing information please write to us and we will mark our records accordingly. Under the Data Protection Act 1998 you have rights of access to any personal information we hold about you in our records. If you have any queries in respect of confidentiality and data protection please contact us.

## MOTOR AND HOME INSURANCE ANTI-FRAUD REGISTERS

Insurers share information with each other via the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register, to aid the prevention of fraudulent claims. In the event of a claim, the information you supply on the claim form, together with any other information relating to the claim, will be put on the registers.

## MOTOR INSURANCE DATABASE (MID)

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 Licencing
- ii. Continuous Insurance Enforcement
- iii. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- iv. The provision of government services and/or 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)

## SERVICE STANDARDS

It is our intention to provide you with high levels of service at all times. In the unlikely event that you should have cause for complaint, you should write to the Operations Director at the address on the front of this document. We will acknowledge receipt of your complaint in writing within 5 working days and provide you with a full written response within 20 working days, or explain the current position and provide you with a timescale for a full response. We will endeavour to provide you with a final response within 8 weeks.

If you remain dissatisfied with our response to your complaint you may be able to refer the matter to the Financial Ombudsman Service. To use their service you must be eligible and your complaint must be sent to them within 6 months of our final response letter. Full details of our complaints handling procedures are available upon request.

## CLAIMS

We have no authority to handle claims on behalf of insurers. In the event of an accident occurring, which may give rise to a claim under your policy, you should notify the Claims Helpline as soon as possible using the telephone number below:

**Claims Helpline: 0845 683 0695**

If there is any conflict of interest, we will only handle a claim on your behalf after we have disclosed to you all information you require, to enable you to decide whether to give your informed consent, and that you have given that consent. We will forward any payments we receive from insurers in respect of any claims, without delay.

## ADMINISTRATIVE CHARGES

In addition to the premiums charged by insurers, we make charges to cover the administration of your insurance:

- Mid-term alterations & duplicate documents  
Up to £50 per policy change.
- Annual policy arrangement charges Max 25%

A £20.00 administration charge is levied against all cancellations in addition to a 15% cancellation fee. Furthermore we do not refund any initial charges after the 14 day cooling off period as they were earned for arranging the policy.

We reserve the right to amend the level of charges at any time. You should also note that we will not be responsible for any fines or costs that you incur relating from late delivery of, or incorrect information on, any documentation relating to your insurance.

## CANCELLATION OF INSURANCE POLICIES

### 1. Where cancellation rights exist

If you are a consumer buying or renewing a policy which provides cover for you in a private capacity, you have the right to cancel your policy during a period of 14 days either from the day of purchase of the contract or the day on which you receive your policy documentation, whichever is the later.

If you exercise this right and the cover had not yet commenced, you will be entitled to a full refund of the premium paid. If the insurance has commenced and provided that you have not made a claim, you will be entitled to a refund of the premium paid, subject to a deduction for the time that you have been on cover (calculated as a proportion of the annual premium) and a deduction of a proportion of the arrangement charge sufficient to cover our costs.

To exercise your right to cancel, please contact this office at the address shown. You will be required to return any Certificate of Motor Insurance immediately.

## 2. When cancellation rights do not exist

Unless otherwise stated, insurance policies are arranged for a period of 12 months and you are required to pay the full amount stated. If you cancel the insurance before expiry date, (other than in accordance with paragraph (1) above) and there have been no claims, you may be charged short period rates in accordance with the scale of charges detailed by insurers terms and conditions, as shown in your policy documents. We do not refund any initial charges as this was earned for arranging the policy. Policyholders may cancel annual policies on return of the policy and/or Certificate of Insurance. The cost of add-on products that you purchase (eg. Legal Expenses) will be non-refundable (other than in accordance with paragraph (1) above). If there are any unpaid monies when the policy is cancelled, we may withhold documents such as No Claims Bonus to which you are entitled, until full payment is made. If you paid the premium by instalments the credit charges made by the premium finance provider will not be refunded.

### NO CLAIMS BONUS

If you are unable to supply your previous insurer's name, policy number and expiry date during the sale of your policy, you must provide written evidence within 14 days. Failure to provide evidence within this period will result in the insurers issuing the policy as gross premium (i.e. without benefit of the discount) or cancellation of the policy. You will be immediately responsible for the balance of premium payable and any subsequent cancellation will be calculated on the gross premium and subject to short period rates and charges detailed above.

### DRIVING LICENSES

We require a copy of the driving licence for all drivers named on your policy. We require a copy of the counterpart driving licence and a copy of the front and back of the driving licence photocard. Failure to provide us with this information within 30 days of the policy start date may result in your policy being cancelled and full cancellation charges applied.

### PAYMENT OF PREMIUMS AND REFUNDS

Unless otherwise agreed and formalised by a premium instalment plan, all premiums are due on the day cover is arranged, the date the policy is due for renewal or the date of any mid-term adjustment.

If we arrange an instalment plan for you, an administration charge will apply as follows:

- up to £40.00 if 10 monthly payment option is selected.

We will pay the premium to the insurer and you will be responsible for paying the instalments as they fall due. In the event of any due payment not being made, you will be sent a 7-day cancellation letter by recorded delivery. If the monies are not received in this timescale the policy will be cancelled and all cover will cease. Any refund provided by the insurer, after deduction of the charges shown above, will be used against any outstanding balance on your instalment plan.

An administration charge of £25 will apply for all Direct Debit cases where a reinstatement has been negotiated following payment default.

We will not accept responsibility for cancellation of your insurance policy by insurers due to late or non-payment of premium by customers. Instalment deposits, key cover or associated policies are non-refundable. All premiums will be made by cheque, payable to the policyholder.

### QUOTATIONS

When a quotation is provided the premium is valid for 30 days. Quotations provided by the company do not constitute offers. All proposals and requests for insurance are subject to acceptance by insurers. Premiums and terms are quoted subject to confirmation and agreement by insurers. Your insurer has the right to decline your risk, increase the premium, or restrict the policy, if any errors or omissions are found on the proposal or statement of fact.

### COMMISSION DISCLOSURE

Commercial customers (customers who are purchasing a policy in connection with their trade or profession) are entitled to information about the commission we receive for placing their business, prior to conclusion of the contract. This is available on request.

### WITHHOLDING DOCUMENTS

We reserve the right to retain certain documents until all payments due have been made and any cheques cleared. We will provide any documents you are required to have by law.

### RISK TRANSFER

Premiums that we collect from you are held in an insurance broking bank account specifically for the purpose of holding client money. By virtue of agreements held with insurers, we collect premiums as agents of the insurer.

Therefore, once we have collected the premium from you, under the terms of our agreements with insurers, those premiums are treated as having been paid to the insurer. We will remit premiums to insurers in accordance with the terms of our agreements with insurers.

#### **CLIENT MONEY SEGREGATION (STATUTORY OR NON-STATUTORY)**

Premiums that we collect from you will be segregated into and held either in a Statutory or Non-Statutory Insurance Broking Trust Bank Account. We will hold the money as trustee for the insurer. The Client Money Bank Account is set up as a trust governed by our agreements with our insurers. This means that once client money is segregated into the trust account it falls into our legal ownership but remains for the beneficial ownership of insurers. If we become insolvent, the terms of the trust dictate that insurers will have a prior claim on the money in the account according to their respective interests. Where insurers permit use of a Non-Statutory Trust we may agree to extend credit to other customers using money from the Client Money Bank Account. We will have in place and maintain systems and controls to ensure that we are able to monitor and manage client money transactions and any credit risk arising from the operation of this trust arrangement.

#### **EARNING INTEREST ON CUSTOMER PREMIUMS**

We hold premiums that you pay us in a Client Money Bank Account. Under Financial Services Authority Regulations we have to inform you that we may earn interest from money held in our Client Money Bank Account, which may exceed £20 for any one transaction that you make with us. Interest earned will not be held for the benefit of customers. By accepting these Terms of Business, you are giving your consent for us to act in the manner described above.

#### **CUSTOMER MONEY PASSED TO ANOTHER PERSON**

In accordance with Financial Services Authority Regulations we have to inform you that in managing and/or arranging your insurance requirements, we may transfer money that you have paid us in payment of an insurance premium, to another insurance intermediary. By accepting these Terms of Business, you are giving your consent for us to act in the manner described above.

#### **CUSTOMER MONEY PASSED TO ANOTHER PERSON OUTSIDE THE UK**

In managing and/or arranging your insurance requirements, we may transfer money that you have paid us in payment of an insurance premium, to another insurance intermediary operating outside of the United Kingdom. Unless you notify us that you do not wish your premiums to be transferred in the manner outlined, by accepting these Terms of Business you are giving your consent for us to act in the manner described. You should note that the legal and regulatory regime applying to the insurance intermediary may differ from that in the United Kingdom and consequently, if the intermediary fails, the premium may be treated in a different manner from which would apply if the premium was held by an insurance intermediary in the United Kingdom.

#### **SEGREGATION OF INVESTMENTS**

We hold premiums that you pay to us in a Client Money Bank Account. We may invest these premiums in a range of permitted designated investments as prescribed by Financial Services Authority Regulations. In the event that there is any shortfall in our client money resource attributable to falls in the market value of any of these permitted designated investments, we shall make provision for, and bear the cost of, any such shortfall. By accepting these Terms of Business you are giving your consent for us to act in the manner described above.

#### **OTHER TAXES OR COSTS**

Please note that there is a possibility that other taxes and/or costs may exist in respect of products and services offered by us, which are not paid through or imposed by us.

#### **GOVERNING LAW**

This agreement shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the English Courts.

#### **VARIATIONS**

No variations of these Terms are held to be valid unless in writing and signed by an authorised officer of the Company. The Company's staff are not authorised to agree to any variation of these terms but they may be varied by the Company from time to time.

#### **STATUTORY RIGHTS**

Agreement to our Terms of Business does not affect your normal statutory rights.

**THE FINANCIAL SERVICES AUTHORITY (FSA)**

The FSA is the independent watchdog that regulates financial services and insurance. Use this information to decide if our services are right for you.

**WHOSE PRODUCTS DO WE OFFER?**

We offer products from a range of insurers for commercial vehicle insurance.

We can offer, from a single insurer for each product, insurance for GAP, Key cover, Uninsured Loss Recovery, Vehicle Breakdown, Keeping You on the Move and personal accident cover.

**WHICH SERVICES WILL WE PROVIDE YOU WITH?**

We will advise and make a recommendation after we have assessed your needs.

You will not receive advice or a recommendation from us. We may ask you some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

**WHAT WILL YOU HAVE TO PAY US FOR OUR SERVICES?**

A policy arrangement fee will be made for arranging insurance on your behalf; the amount will be detailed on your quotation.

We also make a charge for altering a policy, issuing duplicate documents and for cancelling cover. Full details will be provided before you enter into a contract of insurance arranged by us.

**WHO REGULATES US?**

YouChoose Van is a trading style of Commercial Vehicle Direct Insurance Services Ltd, MMT Centre, Severn Bridge, Aust, Bristol BS35 4BL who are authorised and regulated by the Financial Services Authority. Our registration number is 302216.

Our permitted business is advising and arranging general insurance contracts.

You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA directly on 0845 6061234.

**WHAT TO DO IF YOU HAVE A COMPLAINT**

If you wish to register a complaint, please contact the Operations Director at the following address,

YouChoose Van  
MMT Centre  
Severn Bridge, Aust  
Bristol BS35 4BL  
Telephone: 0845 219 0510

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

**ARE WE COVERED BY THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)?**

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations.

This depends on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 100% of the claim without any upper limit. Other classes of insurance are covered for 90% of the claim with no upper limit.

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without an upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

Some important facts about your motor insurance are summarised below. This summary does not contain the full terms and conditions of the contract, these can be found in the policy document, and can be provided on request. This summary does not form part of your contract of insurance. Refer to to the policy schedule for the name of your insurer.

## SECTION 1 - LOSS OR DAMAGE

**Applies to Comprehensive and TPF&T only**

This section covers you for damage resulting from an accident, fire, theft or attempted theft.

### Significant Exclusions or Limitations

**(c)** Damage to tyres by application of brakes or by punctures, cuts or bursts.

**(k)** Loss or damage arising from the Theft of or from your Vehicle whilst the ignition and or entry and or immobilization key(s) transmitter(s) or other entry devices have been left in or on your Vehicle.

**(m)** Loss or damage caused by an inappropriate type or grade of fuel being used.

Further exclusions apply, please refer to your policy documentation for further information.

## SECTION 1 - AUDIO COVER

**Comprehensive: £500 TPF&T: £250**

This policy covers the loss of or damage to any radio, cassette, disc player or similar apparatus and component parts.

**(o)** Loss of or damage to telephone communication, navigation or television / games equipment of any kind.

This cover applies only to equipment permanently fitted to your vehicle.

## SECTION 2 - LIABILITY TO THIRD PARTIES

Cover for the amount you are legally required to pay for the death of or injury to any person following an accident is unlimited.

This policy covers you for unlimited liability, which you become legally responsible for paying due to the death of or injury to any person as a result of any accident involving your vehicle, or caused by a trailer, or other disabled mechanically propelled vehicle attached to your vehicle.

We do not cover liability for more than £2,000,000 for any claim or series of claims for loss of, or damage to, property including any

indirect loss or damage caused by one event. There is an additional limit of £3,000,000 for all other costs.

## SECTION 3 - MEDICAL EXPENSES: FOR YOU, YOUR DRIVERS AND PASSENGERS

**Applies to Comprehensive only**

We will pay up to £100 per person for medical expenses.

## SECTION 4 - EMERGENCY MEDICAL TREATMENT

If we pay emergency treatment fees under the Road Traffic Act it will not affect your No Claims Discount.

## SECTION 5 - NO CLAIMS DISCOUNT PROTECTION

**This only applies if stated on your policy schedule.**

A no claims discount of 5 or more years will not be reduced provided no more than 2 partial fault, fault, fire or theft claims occur within any 3 consecutive years.

## SECTION 6 - WINDSCREEN & GLASS COVER

**Applies to Comprehensive only**

We will pay for the cost of repairing or replacing windows or windscreens only.

Unlimited cover is provided subject to repairs or replacement via the Glass Helpline. If not, then a maximum limit per claim of £200 applies. A £60 excess is applied to all claims unless the windscreen or window(s) is repaired. Damage to sunroofs is excluded.

## SECTION 7 - FOREIGN TRAVEL

30-days foreign travel is included in this policy as standard. Before travelling abroad you must contact YouChoose to arrange for cover to be extended. Failure to do so will result in the minimum cover only being applied. Extensions to the 30-day limit may be available upon request, subject to additional charges.

## FIRE AND THEFT EXCESS

A standard £100 excess applies in addition to any other excesses shown on your schedule.

## ACCIDENTAL DAMAGE EXCESS

The following excesses apply in addition to any other excess shown on your schedule:

Drivers under the age of 21	£350
Drivers over 21 but under 25	£250
Inexperienced drivers over 25*	£150

\* An inexperienced driver is someone who holds a provisional licence or who has held a full UK/EU licence for less than 12 months.

### LOSS OR DAMAGE

This policy does not provide cover for loss or damage where:

- any consequence of war, invasion, act of foreign enemy hostilities, civil war, rebellion, revolution, insurrection or military or usurped power except so far as is necessary to meet the requirements of the Road Traffic Act.
- directly occasioned by pressure waves caused by aircraft or other aerial devices.
- possession of the vehicle is obtained by fraud or deception.

Acts of Terrorism except as is necessary to meet the requirements of the Road Traffic Act.

### CANCELLATION

If, having examined your policy, you decide not to proceed, you have 14 days from the date you received your policy documents to cancel this policy and receive a refund of premium, unless you have made a claim against the policy. Any refund of premium will be subject to a charge for any period that has been in force plus reasonable administration charges. Any refund will be subject to there having been no claims against this policy and the return of the Certificate of Motor Insurance or cover note. Please note, no refund of premium applies after the 14 day cancellation period in respect of Part E of this policy.

### MAKING A CLAIM

If you wish to make a claim, please telephone **0845 683 0695** if you are reporting an accident, theft or vehicle fire or **0800 316 8316** for glass.

### COMPLAINTS PROCESS

Initially, please forward any complaint to YouChoose. If the complaint does not refer to YouChoose's service or advice, we will forward your comments to the Insurer concerned for resolution. After this action, if you are still not satisfied with the way a complaint about your insurance or Insurer has been dealt with, you should do the following:

- If your Insurer is at Lloyd's, you should refer your case to the Complaints Department. The address is Complaints Department at Lloyd's, 1 Lime Street, London, EC3M 7HA. Tel: 0207 327 5693, Fax: 0207 327 5225 or e-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

- Having followed the procedure for Lloyd's Insurers, or if your Insurer is not at Lloyd's, you may be eligible to refer your complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Tel: 0845 080 1800, e-mail enquiries: [financial-ombudsman.org.uk](mailto:financial-ombudsman.org.uk), website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

### COMPENSATION

Your insurer is covered by the Financial Services Compensation Scheme (FSCS) and you may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

### MOTURING PROSECUTION DEFENCE

We will pay legal defence costs if you are prosecuted for a motoring offence. The most we will pay is £250 and a copy of the summons must be submitted to us within 7 days of receiving it. Parking and obstruction offences are not covered under this section.

### LOSS OF LICENCE BENEFIT

If you are disqualified from driving because of speeding or you have obtained 12 or more penalty points on your licence we will reimburse your travelling expenses. You must have claimed under the Motoring Prosecution Defence section. The most we will pay is £100 per week whilst you are disqualified up to a maximum of 52 weeks.

## GETTING YOU TO YOUR DESTINATION

We will make arrangements for, and reimburse the costs of, getting you and your passengers to your destination if an accident, theft, fire or vandalism makes your vehicle undrivable. We will pay for overnight accommodation if it is not possible to continue to your destination. Hotel accommodation costs are for room only and limited to £50 per person per night and an overall limit of £500. We will decide how to help and will only reimburse costs where we have arranged assistance. Official receipts are required when you claim. This cover only applies if you are claiming for the damage to your vehicle under your van insurance policy.

## CONTACT US

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PO Box 451,  
Bristol BS35 4ZQ

Tel: 0845 683 0741  
Fax: 0845 219 0515

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and click to save more money on your insurance with the YouChoose insurance family.

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