





## Mini Fleet Policy

# Please read this document carefully. Full terms and conditions can be found within the Policy Document.

The Mini Fleet policy is underwritten by U K Insurance Limited, an Insurance Undertaking, and will run for 12 months or as shown on the schedule.

Please refer to your policy schedule for full details of any endorsements or excesses that may apply.

If the Policy Cover shown in the schedule is:

- Comprehensive all Sections of the policy apply
- Third Party Fire and Theft Sections 1A, 2, 3, 5, 9, 10, 11, 12, 13 and 14 of the policy apply
- Third Party Only Sections 2, 3, 5, 9, 10,11, 12, 13 and 14 of the policy apply

The Standard Cover is Comprehensive (unless otherwise stated in the schedule)

You are under a duty to make a fair presentation of the risk to us before the inception, renewal and alteration of your policy.

This means that you must tell us about and/or provide to us all material information or tell us and/or provide to us sufficient information to alert us of the need to make further enquiries to reveal such material information. This information needs to be provided in a clear and accessible manner.

Material facts are those which are likely to influence us in the acceptance of the terms or pricing of your policy. If you have any doubts as to whether any information is material you should provide it to us.

Failure to disclose any material fact may invalidate your policy in its entirety or may result in your policy not responding to all or part of an individual claim or class of claims.

In order to comply with your duty to make a fair presentation you must also have conducted reasonable searches for all relevant information held:

- within your business (including that held by your senior management and anyone who is responsible for your insurance); and
- by any other person (such as your broker, intermediary or agent or a person for whom cover is provided by this insurance)

If any changes in circumstances arise during the period of insurance please provide full details to the broker, intermediary or agent acting on your behalf.

#### Section 1: Accidental Damage and Section 1A Loss or Damage by Fire or Theft

Cover	Extensions included as standard	Conditions	Exclusions
Section 1 Accidental Damage     Damage to an insured vehicle and it's accessories, up to the market value.	We will pay the reasonable cost of taking your vehicle to the nearest repairer and returning it to your address after the repairs have been carried out.	You may authorise repairs if the estimated cost is not more than £250, but you must send us a detailed estimate.	Loss of use, deterioration, loss of market value because repairs have been carried out, depreciation, wear and tear; mechanical, electrical, electronic or computer failures or breakdowns.

### Section 1: Accidental Damage and Section 1A Loss or Damage by Fire or Theft continued

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Section 1A Loss or Damage by Fire or Theft  Loss of or Damage to an insured vehicle and it's accessories by:  fire, lightning or explosion  theft or taking without lawful authority or any attempt thereat, up to the market value.  Territorial Limits  The United Kingdom, the Channel Islands and the Isle of Man;	<ul> <li>Vehicles replaced with a new vehicle if within one year of registration it is stolen (not recovered) or repair costs will exceed 60% of value.</li> <li>If the keys or lock transmitter to your vehicle have been lost or stolen, we will pay up to £500 towards the cost of changing the locks, lock transmitter and central locking interface.</li> </ul>		<ul> <li>Damage to tyres from braking or by punctures, cuts or bursts.</li> <li>Loss of or damage to your vehicle resulting from someone taking it by fraud or trickery.</li> <li>Loss of your vehicle or accessories if it is left unattended at any time unless the ignition key has been removed and all doors, windows and other openings have been closed and locked.</li> <li>More than £1,000 for permanently fitted audio/telecommunications equipment, unless it is standard equipment for your vehicle when manufactured.</li> <li>The cost of replacing any alarm or other security device if the keys or lock transmitter to your vehicle have been lost or stolen.</li> <li>Damage to your vehicle caused whilst tipping, if such vehicle is a tipper backed vehicle.</li> <li>Excess – Minimum £250, plus any additional excesses (inc. any inexperienced drivers excess) as shown in the schedule.</li> </ul>

### Section 2: Liability to Others

Cover	Extensions included as standard	Conditions	Exclusions
<ul> <li>We will insure you for your legal liability and claimants' costs and expenses for:         <ul> <li>Death or injury</li> <li>Damage to property subject to a</li> <li>£20m limit in respect of Private Cars</li> <li>£5m limit in respect of Commercial Vehicles plus up to £5m for claimants' costs and expenses</li> <li>as the result of an accident caused by a vehicle described in the section.</li> </ul> </li> <li>Territorial Limits         <ul> <li>The United Kingdom, the Channel Islands and the Isle of Man;</li> </ul> </li> </ul>	Indemnity for towing a trailer, caravan or broken-down motor car, if allowed by law and the vehicle towed must be properly attached to the vehicle.  Same insurance to: - anyone you allow to drive your vehicle - the employer of anyone you allow to drive your vehicle if they are allowed by your Certificate of Motor Insurance.  If you ask, we will give the same insurance (if there is an accident) to: - anyone you allow to use (not drive) your vehicle for social, domestic and pleasure purposes - anyone travelling in or getting into or out of your vehicle.		Liability for death of or injury to anyone in the course of their employment by anyone insured by the policy unless the accident is on a road as defined in the Road Traffic Acts.  Anyone who is insured by any other policy.  Liability for loss of or damage to property which belongs to, or is in the charge of, anyone who is insured by the policy.  Liability for loss or damage caused in a place where aircraff land, park or move, inc. the associated service roads, refuelling areas, and ground equipment parking areas.  Liability for pollution or contamination unless it is caused by a sudden identifiable event which is accidental and unexpected.

### Section 2: Liability to Others continued

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
	We will insure the estate of anyone insured by the policy against any liability covered by the policy they may previously have had if they die.		<ul> <li>Liability in connection with the loading or unloading of a commercial vehicle (for which cover is applicable under this Section) beyond the limits of the carriageway by any person other than the driver or attendant of such vehicle.</li> <li>Liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to, by, or arising from Terrorism except so far as is necessary to meet the requirements of the Road Traffic Acts.</li> <li>Liability in connection with the use of a vehicle (if such vehicle is a fork lift truck or tipper backed vehicle, for which cover is applicable under this Section), as a tool, unless the accident is on a road as defined in the Road Traffic Acts.</li> </ul>

### Section 3: Legal Costs

Cover	Extensions included as standard	Conditions	Exclusions
We may pay up to £5,000 for the reasonable legal costs and/or expenses to defend or represent anyone insured under this policy:  at a coroner's inquest or fatal accident inquiry or  in criminal proceedings arising out of the accident.		We must agree to all legal costs and/or expenses before they are incurred. If we agree, we will advise you how much we will pay and depending on the individual circumstances we may pay an amount which exceeds that shown in the schedule.	

#### Section 4: Personal Accident Benefits

Cover	Extensions included as standard	Conditions	Exclusions
<ul> <li>If you or anyone employed by you has an accident while in charge of or driving your vehicle, and this is the only cause of your or their death, loss of limb, or total and permanent loss of sight in one or both eyes, we will pay £5000.</li> <li>We will pay the benefit direct to the injured person or their legal representative.</li> </ul>			We will not pay the benefit:  If the death or bodily injury happens more than 3 months after the accident.  If the injured person is 75 or over, or under 18.  If the death or bodily injury is the result of suicide or attempted suicide.  If the injured person has insurance under more than one policy for the same accident.

### Section 5: Emergency Treatment

Cover	Extensions included as standard	Conditions	Exclusions
If there is an accident insured by the policy, we will pay for emergency treatment that must be provided under the Road Traffic Acts.			

#### Section 6: Medical Expenses

Cover	Extensions included as standard	Conditions	Exclusions
We will pay up £200 for medical expenses for each person being carried in your vehicle if they are injured in an accident involving your vehicle.			

### Section 7: Personal Belongings

Cover	Extensions included as standard	Conditions	Exclusions
We will pay up to £150 for personal belongings in your vehicle if they are lost or damaged due to an accident, fire, theft or attempted theft.			We will not insure loss or damage to:     money, stamps, tickets, documents, negotiable securities or share or bond certificates     goods, samples or equipment you or anyone insured by the policy carry in connection with any trade or business.

#### Section 8: Windscreen or Window Damage

Cover	Extensions included as standard	Conditions	Exclusions
If you have comprehensive cover and you claim for broken glass in your vehicle's windscreen or windows, or bodywork scratched by the breakage of glass, we will pay for the repair or replacement.			• Excess - You will pay the first £75 for replacement.

#### Section 9: Foreign Use

Cover	Extensions included as standard	Conditions	Exclusions
<ul> <li>We will provide the minimum insurance you need by law to use any vehicle in the countries specified.</li> <li>If the vehicle cannot be driven because of loss or damage insured by the policy, we will pay the reasonable cost of delivering it to your address in the UK. We will also pay the amount of customs duty you have to pay as a result of the loss or damage.</li> </ul>		We will extend the cover stated in your schedule for the first 30 days for Foreign Use for free. If you want us to extend the Policy beyond the minimum insurance you need by law, for longer than the first 30 days, you must give us full details including drivers and use, and pay an extra premium. This will insure your vehicle while it is being transported between the countries shown on the International Motor Insurance Card (Green Card) or the United Kingdom. Terms and conditions will apply.	As specified in the policy documentation.

#### Section 10: Trailers

Cover	Extensions included as standard	Conditions	Exclusions
The insurance in the Schedule also applies to declared trailers while they are attached to or detached from your vehicle. Insurance for an undeclared trailer will be the same as that for your vehicle towing it, but only while it is attached to that vehicle.	As specified in the policy documentation.	As specified in the policy documentation.	As specified in the policy documentation.

#### Section 11: Unauthorised Movement of Obstructing Vehicles

Cover	Extensions included as standard	Conditions	Exclusions
<ul> <li>We will insure you or anyone employed by you to move a vehicle which is not owned by you if it is blocking your right of way.</li> <li>We will also insure you or anyone employed by you while parking a vehicle, which is owned by a visitor, on your Premises.</li> </ul>	As specified in the policy documentation.	As specified in the policy documentation.	As specified in the policy documentation.

#### Section 12: Unauthorised Use or Driving of Vehicles by Employees

Cover	Extensions included as standard	Conditions	Exclusions
We will insure your vehicle for use or driving not authorised by you, as long as that use or driver is allowed by your Certificate of Motor Insurance. The driver must repay us any money we pay if an accident happens.	As specified in the policy documentation.	As specified in the policy documentation.	As specified in the policy documentation.

### Section 13: Principals Indemnity

Cover	Extensions included as standard	Conditions	Exclusions
We will insure any principal against legal liability which they would have been insured for had the claim been made against you under the policy.			

### Section 14: Motor Legal Expenses

Cover	Extensions included as standard	Conditions	Exclusions
We will pay legal costs up to the Limit stated in the Schedule to help you claim from the person who was responsible for the accident.  Examples of what you may claim for include:  - compensation for your death or injury;  - loss of earnings;  - accident repair costs if you do not have comprehensive cover  - damage to any property in your vehicle(s) which you own or are legally responsible.  Cover provided only applies if:  - at the time of the accident, your vehicle is being driven or used for a purpose allowed and by a person named in the Certificate of Motor Insurance  - the date of the accident is within the period of cover and the accident happens in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or any country which the Commission of the European Community approves as meeting the requirements of Article 8 of EC Directive 2009/103/EC on Insurance of Civil Liabilities arising from using motor vehicles.  - any legal proceeding will be carried out within Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or any country which the Commission of the European Community approves as meeting the requirements of Article 8 of EC Directive 2009/103/EC on Insurance of Civil Liabilities arising from using motor vehicles.  - any legal proceeding will be carried out within Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or any country which the Commission of the European Community approves as meeting the requirements of Article 8 of EC Directive 2009/103/EC on Insurance of Civil Liabilities arising from using motor vehicles by a court or other organisation which we agree to; and		<ul> <li>Claims notification and cooperation.</li> <li>Appointing a lawyer.</li> <li>Instructions to your lawyer.</li> <li>Our options.</li> <li>Disputes.</li> </ul> General Conditions 3, 4, 5, 11, 12, 13, 14 and 15 apply to this Section.	<ul> <li>Costs paid or will have to pay before we agree to them.</li> <li>claims arising out of an agreement or contract.</li> <li>Costs related to a claim whilst you are driving under the influence of alcohol or drugs.</li> <li>disputes with us about this section (except as per Condition 5 Disputes.</li> <li>Costs involved in a legal appea which we have not agreed to pay</li> <li>Costs if we do not think that the person you are claiming from is able to pay the damages.</li> <li>Costs if you: <ul> <li>stop or settle a claim or withdraw instructions from the lawyer without good reason, or</li> <li>make a false claim or knowingly give incorrect information</li> <li>If either occurs, you will refund any costs and expenses we have paid or agreed to pay</li> </ul> </li> <li>Any claim brought about by you deliberately doing or not doing something</li> <li>Any claim arising from: <ul> <li>faults in your vehicle(s), or</li> <li>a faulty or incomplete service or repair to your vehicle(s).</li> </ul> </li> <li>Fines, penalties, compensation or damages you are ordered to pay by a court or other authority</li> </ul>

### Section 14: Motor Legal Expenses continued

Cover	Extensions included as standard	Conditions	Exclusions
there is a better than 50% chance that your claim will succeed.			

### **General Conditions**

•	Fair Presentation of Risk	•	Instalments	•	Right of Recovery	•	Contracts (Rights of Third
•	Conditions Precedent	•	Reasonable Precaution	•	Arbitration		Parties) Act 1999
•	Incidents giving rise to a claim	•	Other Insurance	•	Joint and individual application	•	Immediate Notification Basis
•	Conduct and control of claims	•	Fraudulent Claims		of the insurance		
•	Cancellation	•	Inspection of Vehicles	•	Choice of Law		

### **General Exceptions**

Limitations to Use	Earthquake, Riot or Civil	Radiation or Radioactive, Toxic     Jurisdiction
Contractual Liability     War or Government Action	Commotion outside of Great Britain, the Isle of Man or the Channel Islands	or Explosive Nuclear Equipment

#### **Further Information**

#### Other features

Please contact your Broker, Intermediary or Agent for details of the payment methods available.

#### Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent who arranged the policy within 14 days of receipt. We will return any premium paid unless a claim has been made.

#### **Termination**

If you wish to terminate the contract at any other time, please contact the broker, intermediary or agent who arranged the policy. Any return of premium will be made based on the number of days remaining in the policy period, unless a claim has been made when no refund is due.

#### How to make a claim

Please contact, in the first instance, the Broker, Intermediary or Agent who arranged the policy. Please quote your policy number.

#### How to complain

If you have an enquiry or complaint arising from your policy, please contact the broker, intermediary or agent who arranged the policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the policy they will refer it to NIG.

If your complaint is still outstanding you can write to NIG direct at the following address, quoting your policy number. The Chief Executive,

NIG, Churchill Court, Westmoreland Road, Bromley BR1 1DP.

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123

#### **Details about our Regulator**

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at www.fca.org.uk, or the Financial Conduct Authority can be contacted on 0800 111 6768. The Prudential Regulation Authority website can be visited at www.bankofengland.co.uk/pra, or the Prudential Regulation Authority can be contacted on 020 7601 4878.

#### **Financial Services Compensation Scheme**

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% 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. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

