

Financial Services

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Commercial
Vehicles

Your Volkswagen Commercial Vehicle Insurance Cover Booklet



Contents

[Welcome](#)

[What to do if you have an accident](#)

[How to make a claim](#)

[Policy Wording](#)

[Section A – Damage to the vehicle](#)

[Section B – Broken windscreen and window glass](#)

[Section C – Fire and theft](#)

[How we will settle your claim under sections A or C](#)

[Section D – Medical expenses](#)

[Section E – Personal belongings](#)

[Section F – Personal accident](#)

[Section G – Liabilities to third parties](#)

[Section H – Using the vehicle abroad](#)

[Section I – No Claims Discount](#)

[Section J – No Claims Discount protection](#)

[Section K – Replacement locks](#)

[General Exclusions](#)

[General Conditions](#)

[Data Protection Notice](#)

[Important Information](#)



Welcome

Welcome to Volkswagen Commercial Vehicle Insurance.

Your Volkswagen Commercial Vehicle Insurance cover has been designed to give you the peace of mind that in the event of an accident your Volkswagen Commercial Vehicle will be repaired in a Volkswagen Commercial Vehicle approved repairer, by Volkswagen Commercial Vehicle trained technicians who will only use genuine Volkswagen Commercial Vehicle parts and paints.

Please ensure you read this Cover Booklet and fully understand the terms and conditions relating to the motor insurance cover provided to you.

All the details of how to make a claim, together with any conditions that you must comply with, are set out in the following pages.

If you have any questions that are not answered within this Cover Booklet, please contact us.

Please keep this Cover Booklet and your other insurance documents in a safe place.

Certain words in this Cover Booklet have specific meanings which are explained under the Meaning of Words section.

In return for paying or agreeing to pay the premium, we will insure you under the conditions of this Cover Booklet for any insured event which takes place during the period of insurance within the geographical limits.

This policy is a contract between you and us. It is not our intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else either any rights under this policy or the right to enforce any part of it.



What to do if you have an accident

- Always stop the vehicle if you are in an accident involving an injury to any person or certain animals, or if other vehicles or roadside property are damaged.
- Ensure that you and your passengers are safe
- If anyone is injured or the accident is blocking the road, call the emergency services
- If you think the vehicle is unsafe to drive, call the 24-Hour Claims Helpline and we will arrange for the vehicle to be recovered
- Do not accept blame or admit liability for the accident
- Advise us of the following details as soon as you can:
 - The registration number of any other vehicle(s) involved in the accident
 - The name, address, contact number and insurance details of any driver(s) involved in the accident. You must also provide the same details to anyone who has a good reason for asking
 - The name, contact number and address of anyone who witnessed the accident
 - Any other information that you have about the accident, such as injuries caused, property damaged or photographic evidence

How to make a claim

Call the 24-Hour Claims Helpline on 0333 043 3784.

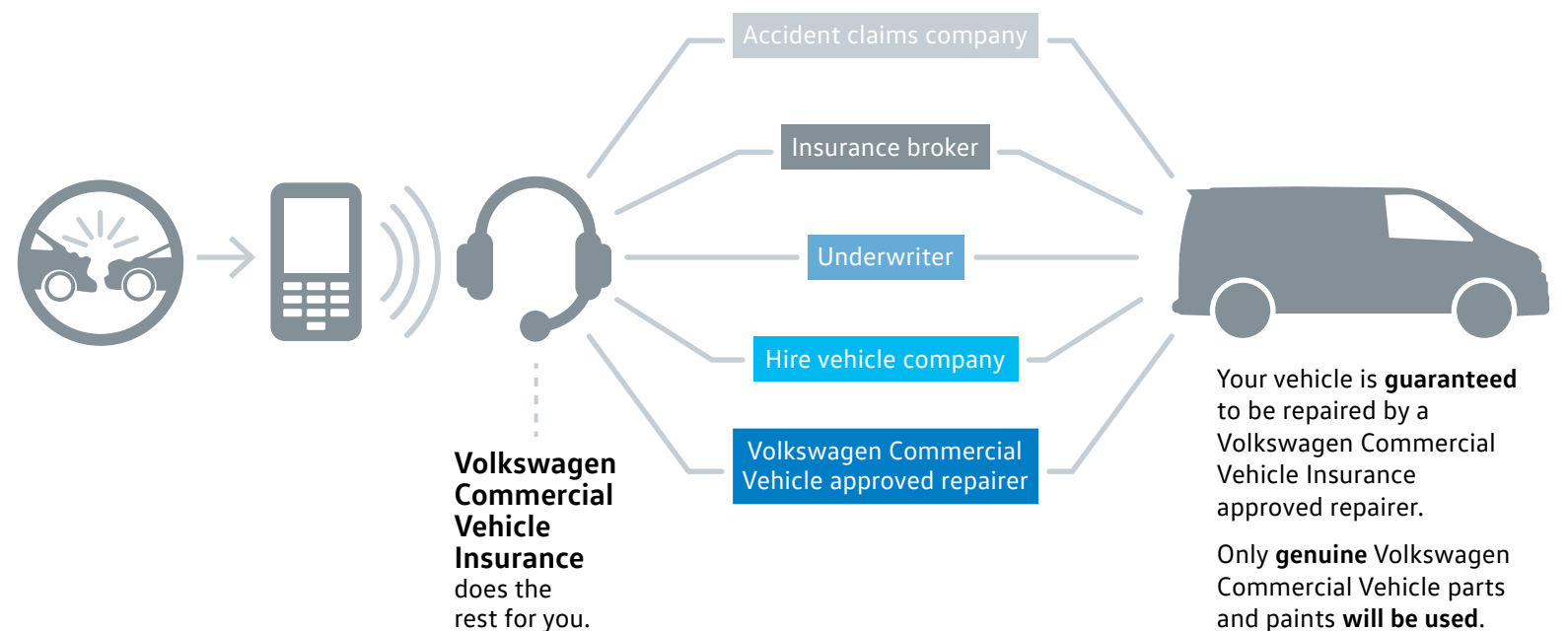
If you need to make a claim outside of the UK, please call the 24-Hour European Claims Helpline on +44 (0)1925 422733.

A dedicated Claims Manager will look after your entire claim from start to finish, liaising with any third parties and Volkswagen Commercial Vehicle approved repairers.

If required, your dedicated Claims Manager will also arrange for the vehicle to be recovered.

Don't forget, as a Volkswagen Commercial Vehicle Insurance customer you are guaranteed that in the event your Volkswagen Commercial Vehicle is damaged in an accident that it will be repaired by Volkswagen Commercial Vehicle trained technicians, in a Volkswagen Commercial Vehicle approved repairer, using only genuine Volkswagen Commercial Vehicle parts and paints. For your peace of mind labour and Genuine Parts are covered by a two-year warranty (excluding wear and tear).

Furthermore, while using an approved repairer, you will be offered a courtesy vehicle which will be of the same size as the vehicle and will be of a make and model from within the Volkswagen Commercial Vehicle range to keep you on the road.



For Broken Windscreens and Window Glass

Call the 24-Hour Windscreen Claims Helpline on 0330 303 6947.

We will arrange for the glass to be repaired or replaced. Cover is unlimited after taking off any excess.

If a non-approved glass repairer is used, an increased excess will apply.

Repairing a windscreen or window instead of replacing it can save you paying an excess. Ask when calling the Windscreen Claims Helpline.

Policy Wording

Meaning of Words

When the following words and phrases appear in this Cover Booklet, they have the specific meanings given below. These words are highlighted in **bold print**.

Certificate of motor insurance

The proof of the motor insurance **you** need by law. The **certificate of motor insurance** shows what vehicle is covered, who is allowed to drive **the vehicle** and what **the vehicle** can be used for. If **your certificate of motor insurance** allows driving by any driver, please refer to **your schedule** for any restrictions that may apply.

Dangerous goods

Means those detailed in

- The Dangerous Substances (Conveyance by Road in Road Tankers and Tank Containers) Regulations 1992;
- The Carriage of **Dangerous Goods** (Classification Packaging and Labeling) and Use of Transportable Pressure Receptacles Regulations 1996;
- The Carriage of Explosives by Road Regulations 1996; and
- The approved List of Dangerous Substances published by the Health and Safety Executive and any similar legislation.

Endorsement

A clause that alters the cover provided by the policy.

Excess

The part of a claim **you** must pay. Sometimes more than one **excess** can apply, in which case **we** will add them together.

Geographical limits

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and while **the vehicle** is being transported between any of these countries

Market value

The cost of replacing **the vehicle** with one of a similar age, type, mileage and condition, immediately before the loss or damage happened.

Period of insurance

The period **you** are covered for as shown on the **schedule**.

Revenue weight

The **revenue weight** is shown on **your** UK registration certificate (V5C).

Schedule

The latest **schedule we** issued to **you**. This forms part of the contract of insurance. It gives details of the **period of insurance**, the sections of the policy which apply, the premium **you** have to pay, **the vehicle** which is insured and details of any **excesses** or **endorsements**.

Statement of insurance

This shows the information that **you** gave **us**, including information given on **your** behalf and verbal information **you** gave prior to the commencement of the policy.

Terrorism

Terrorism as defined in the **Terrorism** Act 2000.

The vehicle

Any motor vehicle **you** have given **us** details of and for which **we** have issued a **certificate of motor insurance**. **The vehicle's** registration number will be shown on **your** latest **certificate of motor insurance**. Accessories and spare parts are included in the definition of **the vehicle** when they are with **the vehicle** or locked in **your** own garage.

Trailer

Any drawbar **trailer** or semi-**trailer**.

We, our, us

The insurer specified in the **statement of insurance**, the **schedule**, policy summary and the **certificate of motor insurance**. All sections of the policy are administered by Ageas Retail Limited.

You, your

The person or company shown under 'Policyholder details' in the **schedule**.



Section A – Damage to the vehicle

What is covered

- **We** will pay for damage to **the vehicle** caused by accidental or malicious damage or vandalism.
- **We** will also cover the cost of replacing or repairing **the vehicle's** audio, navigational and entertainment equipment provided this equipment is permanently fitted to **the vehicle**.

To keep **you** mobile within the **geographical limits** only, while using a Volkswagen Commercial Vehicle approved repairer, **you** will be offered a courtesy vehicle while **your** vehicle is being repaired.

Subject to availability the courtesy vehicle will be of a make and model from within the Volkswagen Commercial Vehicle range. Where a Volkswagen Commercial Vehicle is not available a vehicle of an alternate make will be provided.

Once **we** have decided that **the vehicle** can be economically repaired by the Volkswagen Commercial Vehicle approved repairer and if it cannot be driven a courtesy vehicle will be provided.

If **the vehicle** can still be legally driven (in other words, it is roadworthy), **we** will provide a courtesy vehicle while **the vehicle** is being repaired by a Volkswagen Commercial Vehicle approved repairer.

A courtesy vehicle will not be provided where **you** choose not to use a Volkswagen Commercial Vehicle approved repairer.

The supply of a courtesy vehicle may be subject to terms and conditions.

[Click here](#) for details of how **we** will settle claims.

What is not covered

- Loss of or damage to **the vehicle** caused by malicious damage or vandalism when no one is in it if:
 - any window, door, roof opening, removable roof panel or hood was left open or unlocked; or
 - the keys (or any other device needed to lock **the vehicle**) are left in or on **the vehicle**.
- The **excesses** shown in the **schedule**. **You** must pay these amounts for every incident that **you** claim for under this section unless **the vehicle** is accidentally damaged by another and:
 - the damage occurred in **geographical limits**
 - the damage was not the fault of the person driving **the vehicle**
 - **you** provide **us** with the registration number and make and model of the other vehicle and if possible, the name of the driver of the other vehicle
 - **we** confirm that the driver of the other vehicle causing the damage was not insured
 - the incident is reported to the Police as soon as possible and they assign a crime reference number

Notwithstanding the above, if it cannot be established immediately that the damage was not the fault of the person driving **the vehicle** and that the driver of the other vehicle was not insured **you** may have to pay any **excesses** shown in the **schedule**. However if subsequently **we** are satisfied that the accident was not the fault of the person driving **the vehicle** and that the driver of the other vehicle was not insured, the Insurer will repay any **excesses you** have paid upon request.

- Loss of or damage to **the vehicle** caused by fire or theft.
- Loss of use of **the vehicle**.
- Loss of or damage to tools of trade, personal belongings, documents or goods.

- Wear and tear.
- Any storage charges unless **you** tell **us** about them and **we** agree in writing to pay for them.
- Mechanical, electrical, electronic and computer failures or breakdowns or breakages.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Costs of importing parts or accessories and storage costs caused by delays, where the parts or accessories are not available from current stock within the **geographical limits**.
- Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.
- Loss of or damage to phone or other communication equipment.
- **The vehicle** losing value after, or because of, repairs.
- Loss of or damage to **the vehicle** resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.
- **The vehicle** being confiscated or destroyed by or under order of any government or public or local authority.
- Loss or damage to **the vehicle** caused by an inappropriate type or grade of fuel being used.
- Loss of or damage to any radar detectors.
- Loss of or damage to any audio, navigational and entertainment equipment unless this equipment is permanently fitted to **the vehicle**.
- Loss of or damage to **the vehicle** caused by a person known to **you** taking **the vehicle** without **your** permission, unless that person is reported to the Police for taking **the vehicle** without **your** permission.
- Any damage to **the vehicle** caused deliberately by **you** or any person driving it with **your** permission.

Section B – Broken windscreen and window glass

What is covered

- If the windscreen or any window in **the vehicle** is broken during the **period of insurance**, we will pay the cost of repairing or replacing it. **We** will also pay for any repair to the bodywork that has been damaged by broken glass from the windscreen or windows.

A claim under this section only will not affect **your** No Claims Discount.

What is not covered

- The **excesses** shown in the **schedule** for any claim if the glass is replaced rather than repaired. If **you** use a non-approved repairer an increased **excess** will apply.
- Loss of use of **the vehicle**.
- Costs of importing parts or accessories, and/or storage costs caused by delays, where the parts or accessories are not available from current stock within the **geographical limits**.
- Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.
- Mechanical, electrical, electronic or computer failures or breakdowns or breakages to sun roof and hood mechanisms.
- Repair or replacement of any windscreen or window unless it is made of glass.



Section C – Fire and theft

What is covered

- **We** will pay for loss of or damage to **the vehicle** caused by fire, theft or attempted theft.
- **We** will also cover the cost of replacing or repairing **the vehicle's** audio, navigational and entertainment equipment provided this equipment is permanently fitted to **the vehicle**.

To keep **you** mobile within the **geographical limits** only, while using a Volkswagen Commercial Vehicle approved repairer, **you** will be offered a courtesy vehicle while **yours** is being repaired.

Subject to availability, the courtesy vehicle will be of a make and model from within the Volkswagen Commercial Vehicle range. Where a Volkswagen Commercial Vehicle is not available a vehicle of an alternate make will be provided.

Once **we** have decided that **the vehicle** can be economically repaired by the Volkswagen Commercial Vehicle approved repairer and if it cannot be driven a courtesy vehicle will be provided.

If **the vehicle** can still be legally driven (in other words, it is roadworthy), **we** will provide a courtesy vehicle while **the vehicle** is being repaired by a Volkswagen Commercial Vehicle repairer.

A courtesy vehicle will not be provided where:

- **You** choose not to use a Volkswagen approved repairer.
- **The vehicle** is stolen and not recovered.

The supply of a courtesy vehicle may be subject to terms and conditions.

[Click here](#) for details of how **we** will settle claims.

What is not covered

- Loss of or damage to **the vehicle** caused by malicious damage, vandalism, fire, theft or attempted theft, when no-one is in it if,
 - any window, door, roof opening, removable roof panel or hood was left open or unlocked; or
 - the keys (or any other device needed to lock **the vehicle**) are left in or on **the vehicle**.
- The **excess** shown in the **schedule**.
- Loss of use of **the vehicle**.
- Wear and tear.
- Mechanical, electrical, electronic and computer failures or breakdowns or breakages.
- Any storage charges unless **you** tell **us** about them and **we** agree in writing to pay for them.
- Costs of importing parts or accessories, or storage costs caused by delays, where the parts or accessories are not available from current stock within the **geographical limits**.
- Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.
- Loss of or damage to phone or other communication equipment.

- **The vehicle** losing value after, or because of, repairs.
- Loss of or damage to **the vehicle** resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.
- Loss of or damage to **the vehicle** caused by a person known to **you** taking **the vehicle** without **your** permission, unless that person is reported to the Police for taking **the vehicle** without **your** permission.
- **The vehicle** being confiscated or destroyed by or under order of any government or public or local authority.
- Loss from taking **the vehicle** and returning it to its legal owner.
- Loss or damage to **the vehicle** caused by an inappropriate type or grade of fuel being used.
- Loss of or damage to any radar detection equipment.
- Any damage to **the vehicle** caused deliberately by **you** or any person driving it with **your** permission.
- Loss of or damage to any audio, navigational and entertainment equipment unless this equipment is permanently fitted to **the vehicle**.

How we will settle your claim under sections A or C

We will choose whether to repair **the vehicle** or pay **you** a cash amount equal to the cost of the loss or damage. If **the vehicle** cannot be driven because of damage that is covered under this policy, **we** will pay for **the vehicle** to be protected and taken to the nearest Volkswagen Commercial Vehicle approved repairer. **We** will not pay the cost of any transport outside the **geographical limits** unless **we** agree to do so first.

If the vehicle can be economically repaired

You do not need to get any estimates, and repairs can begin immediately after **we** have authorised them.

The Volkswagen Commercial Vehicle approved repairer will contact **you** to arrange for the collection of **the vehicle**.

We will pay the costs of delivering **the vehicle** back to **your** address when the damage has been repaired.

If **you** do not want to use a Volkswagen Commercial Vehicle approved repairer, **you** will need to send an estimate for **us** to authorise and **we** may need to inspect **the vehicle**. **We** reserve the right to ask **you** to obtain alternative estimates. **You** will have to pay any policy **excess** direct to the repairer.

If **you** are registered for VAT, **you** must reduce **your** loss as far as possible by recovering VAT on the cost of repairs and replacement goods, to the extent allowed by law.

If the condition of **the vehicle** is better after the repair than it was just before it was damaged, **we** may ask **you** to pay something towards it.

If the vehicle is a total loss

Once an engineer has inspected and assessed the **market value** of **the vehicle**, **we** will make **you** an offer of payment. If there is any outstanding loan on **the vehicle**, **we** may pay the finance company first. If **our** estimate of the **market value** is more than the amount **you** owe the finance company, **we** will pay **you** the balance.

If **our** estimate of the **market value** is less than the amount **you** owe the finance company, **you** may have to pay them the balance. Any payment **we** make for total loss will be after **we** have taken off any policy **excess** and any unpaid premium for this policy.

When **you** accept **our** offer for total loss, **the vehicle** will belong to **us**.

Replacement vehicle

We will not pay more than the **market value** of **the vehicle** unless:

- The loss or damage happens before **the vehicle** is a year old.
- **You** are its first and only registered keeper.
- The cost of repair is valued at more than 60% of the cost of buying an identical new vehicle at the time of the loss or damage (based on the UK list price).

In these circumstances, if **you** ask **us** to, **we** will replace **the vehicle** (and pay delivery charges to the address shown on **your** current **schedule** or any other address **we** agree with **you**) with a new vehicle of the same make, model and specification.

We will only do this if:

- **We** can buy a vehicle straight away within the **geographical limits**.
- **We** have permission from the hire-purchase company (if this is how **you** bought **the vehicle** and **you** have not finished paying for it).
- **The vehicle** is a United Kingdom specification model bought from one of the manufacturers' authorised United Kingdom Van Centres.
- The model is still available from the manufacturers's authorised United Kingdom Van Centres.



Section D – Medical expenses

What is covered

- If **you** or anyone in **the vehicle** is injured in an accident involving **the vehicle**, we will pay up to £250 in medical expenses for each injured person.



Section E – Personal belongings

What is covered

- We will cover personal belongings in **the vehicle** which are lost or damaged following an accident, a fire or theft involving **the vehicle**. You are covered for the cost of the item, less an amount for wear and tear and loss of value.

What is not covered

- More than £250 for each incident.
- Any goods, tools or samples which are carried as part of any trade or business.
- Loss of or damage to phone or other communication equipment.
- Money, stamps, tickets, documents and securities (such as share or bond certificates).
- Loss or damage when no-one is in **the vehicle**, unless all its windows, doors, roof openings or hood are closed and locked and all keys or devices needed to lock **the vehicle** are with **you** or the person authorised to use **the vehicle**.
- Loss of or damage to any radar detection equipment.



Section F – Personal accident

What is covered

If **you** or any of **your** passengers are accidentally killed or injured while getting into, travelling in or getting out of **the vehicle** **we** will pay £10,000 for the following:

- Death.
- Total and permanent loss of sight in one eye.
- Total and permanent loss (at or above the wrist or ankle) of one hand or one foot.

We will only pay these amounts if the cause of the death or injury is an accident involving a vehicle and the death or loss happens within 3 months of the accident.

What is not covered

- No cover is provided under this section if the policy is held in the name of a corporate organisation, a company or a firm.
- Death or injury caused by suicide or attempted suicide.
- Death of or loss to any person driving **the vehicle** at the time of the accident who is found to have a higher level of alcohol or drugs in their body than is allowed by law.
- Death of or injury to any person not wearing a seat belt when they have to by law.
- More than £10,000 for any one accident.
- More than £10,000 to any one person for any one accident.

If **you** or any passengers have more than one motor insurance policy with **us**, **we** will only pay under one policy.



Section G – Liabilities to third parties

What is covered

We will cover legal liability for the death of or injury to any person and damage to property caused by or arising out of:

- **You** using **the vehicle**.
- Goods falling from **the vehicle**.
- Loading and unloading **the vehicle**.
- Any person driving **the vehicle** with **your** permission (as long as **your certificate of motor insurance** shows that he or she is allowed to drive **the vehicle**). The person driving must not be excluded from driving **the vehicle** by any **endorsement**, exception or condition.
- Any person using (but not driving) **the vehicle**, with **your** permission, for social, domestic and pleasure purposes.
- Any passenger in, getting into or getting out of **the vehicle**.
- Any single **trailer**, **trailer**-caravan or broken-down vehicle while it is attached to **the vehicle** and if allowed by law.

We will also pay:

- Solicitors' fees for representation at any coroner's inquest, fatal accident inquiry or court of summary jurisdiction.
- Legal costs for defending a charge of manslaughter or causing death by dangerous or careless driving caused by an accident covered under this policy.
- Any costs and expenses for which **your** employer or business partner is legally liable as a result of **you** using **the vehicle** for their business.
- Any other costs and expenses for which **we** have given **our** written permission.
- Charges set out in the Road Traffic Acts.

If anyone who is insured by this section dies while they are involved in legal action, **we** will give the same cover as they had to their legal personal representatives.

What is not covered

- Any amount **we** have not agreed to in writing.
- Death of or injury to any of **your** employees during the course of their work, even if the death or injury is caused by anyone insured by this policy.
- Loss of or damage to property owned by or in the care of the person who is claiming cover under this section.
- Any loss of or damage to a vehicle, **trailer**, **trailer**-caravan or broken-down vehicle covered by this policy.
- Any amount for any one claim or series of claims arising from one event that causes loss of or damage to property while **the vehicle** is being used to carry **dangerous goods**.
- Any loss or damage caused by loading or unloading **the vehicle** when it is not on a public road.
- Any loss or damage caused by using **the vehicle**, or any machinery attached to it, as a tool of trade.
- Loss of or damage to any bridge, weighbridge, viaduct, road or surface which **the vehicle** is being driven on, or anything under the road surface, caused by vibration or by the weight of **the vehicle** or its load.
- Any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at one specific time and place.
- Any amount over £1 million for one pollution or contamination event.
- Any amount over £5 million for any one claim or series of claims arising from one event that causes loss of or damage to property. This limit includes all costs, expenses and indirect losses.

However **we** will provide the minimum cover needed under compulsory motor insurance legislation.



Section H – Using the vehicle abroad

What is covered

- **We** will cover **your** legal liability to others while **you** or any driver covered by this policy are using **the vehicle** within the European Union, Andorra, Iceland, Liechtenstein, Norway, Serbia and Switzerland. **You** do not need an International Motor Insurance Card (Green Card) for visits to these countries.
- **We** will also provide the cover shown on **your schedule** for up to 90 days in any **period of insurance** while **you** are using **the vehicle** within the countries referred to above, for social, domestic and pleasure purposes. If **you** want to extend **your** policy to give the same cover for more than 90 days, or to a country outside the countries referred to above, or for business use, **you** must:
 - tell **us** before **you** leave
 - get **our** written agreement to the extension of cover **you** need
 - pay any premium **we** ask for.

We will also pay customs duty if **the vehicle** is damaged and **we** decide not to return it after a valid claim on the policy.



Section I – No Claims Discount

What is covered

As long as **you** have not made a claim during the **period of insurance** immediately before **your** renewal, **we** will include a discount in **your** renewal premium. **You** may not transfer this discount to any other person.

If a claim is made during the **period of insurance**, the discount will be stepped back in accordance with **our** current scale. This means that **you** may have to pay a higher renewal premium. In addition **we** may increase **your excess** from renewal. **Your** No Claims Discount will not be affected if the only claims made are for a broken windscreen or window glass under section B or charges under the Road Traffic Acts for emergency medical treatment under section G.



Section J – No Claims Discount protection

What is covered

You will not lose any of **your** No Claims Discount as long as:

- **You** do not make more than two claims in any period of three years.
- **You** have paid any extra premium **we** ask for.

After a second claim is made in any three-year period, this policy section will no longer apply and any further claims will result in the loss of No Claims Discount.

The protection provided under this section only applies to **your** No Claim Discount. It does not protect **your** premium and **you** may have to pay a higher premium or **excess** at renewal if any claims are made.



Section K – Replacement locks

What is covered

- If the keys, lock transmitter or entry card for a keyless entry system of **the vehicle** are lost or stolen, **we** will pay up to £500 towards the cost of replacing:
 - all entry locks that can be opened by the missing item
 - the lock transmitter, entry card and central locking system
 - the ignition and steering lock; as long as **we** are satisfied that any person who may have **your** keys, transmitter or card knows the identity or garage address of **the vehicle**
- **We** will also pay the cost of protecting **the vehicle**, transporting it to the nearest repairers when necessary and delivering it after repair to **your** address.

What is not covered

- The first £100 of any claim.
- Any claim where the keys, lock transmitter or entry card are either:
 - left in or on **the vehicle** at the time of the loss; or
 - taken without **your** permission by a person known to **you**, or an employee or an ex-employee.



General Exclusions

1. **We** will not cover claims arising directly or indirectly from any of the following:

- **the vehicle** being driven by someone who is not described in **your certificate of motor insurance** as entitled to drive
- **the vehicle** being driven, with **your** permission, by anyone who **you** know does not hold a driving licence or is disqualified from driving. However, **we** will still give cover if the person used to hold a licence and is allowed to hold one by law
- **the vehicle** being driven by someone who does not meet all the conditions of their driving licence
- **the vehicle** being used for a purpose that is not shown as covered in **your certificate of motor insurance**
- **the vehicle** being kept or used in an unsafe or unroadworthy condition (**you** may be asked to show **the vehicle** was regularly maintained and kept in a good condition)
- **the vehicle** being kept or used without a current MOT certificate where one is needed
- **the vehicle** being used to carry passengers or goods in a way likely to affect the safe driving and control of **the vehicle** or being used to carry dangerous loads
- any liability, loss or damage caused by explosion, sparks or ashes from **the vehicle**, or from any **trailer** or machinery attached to, or detached from, it
- racing of any description or being used in any contest, competition, rally or speed trial (apart from treasure hunts)

However, loss of or damage to **the vehicle** is covered while **the vehicle** is with a member of the motor trade for servicing or repair.

2. If **you** receive any payment for giving people lifts in **the vehicle**, the policy is not valid if:

- **the vehicle** is made or altered to carry more than six people including the driver
- **you** are carrying the passengers as part of a business of carrying passengers
- **you** are making a profit from the payments **you** receive

3. **We** will not pay claims arising directly or indirectly from any of the following:

- ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste arising from burning nuclear fuel
- the radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment
- pressure waves caused by aircraft (and other flying objects) travelling at or above the speed of sound
- war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power
- acts of **terrorism**

4. **We** will not pay for claims arising directly or indirectly from earthquakes, riots or civil disturbances outside Great Britain, the Isle of Man or the Channel Islands, except under Section G.

5. **We** will not pay for any liability **you** accept under an agreement or contract, unless **you** would have been legally liable anyway.

6. Any decision or action of a court which is not within the **geographical limits** is not covered by this policy unless the proceedings are brought or judgment is given in a foreign court because **the vehicle** was used in that country and **we** have agreed to cover it there.

7. **We** will not pay claims arising directly or indirectly from any vehicle being in a place used for aircraft taking off, landing, parking or moving, including the associated service roads, refueling areas, ground equipment parking areas and the parts of passenger terminals of international airports which come within the Customs examination area or any part of airport premises to which the public does not have access to drive their vehicle.

However, **we** will provide the minimum cover needed under compulsory motor insurance legislation.



General Conditions

1. How to claim

Please phone **our** Claims Helpline on 0333 043 3784. If **you** need to make a claim outside of the UK, please call the 24-Hour European Claims Helpline on +44 (0)1925 422733.

You must send **us** any letter, claim, writ or summons as soon as **you** receive it. **You** must also let **us** know straight away if **you** or **your** legal advisers know of any prosecution, inquest or fatal accident inquiry that might be covered under this policy.

2. Dealing with claims

You or any other person who claims under this policy must not negotiate, admit fault or make any payment, offer or promise of payment unless **you** have **our** written permission.

In dealing with **your** claim, under the terms of this policy **we** may:

- Defend or settle any claim and choose the solicitor who will act for **you** in any legal action; and
- Take any legal action in **your** name or the name of any other person covered by this policy.

We can do any of these in **your** name or in the name of any person claiming under this policy. Anyone who makes a claim under this policy must give **us** any reasonable information **we** ask for.

3. Right of recovery

If the law of any country says **we** must make a payment that **we** would not otherwise have paid, **you** must repay this amount to **us**.

4. Other insurance

If any incident that leads to a valid claim is covered under any other insurance policy, **we** will only pay **our** share of the claim.

5. Reasonable precautions

Anyone covered by this policy must take all reasonable steps they can to protect **the vehicle** and anything in or attached to it, against loss or damage. (This includes making sure that **the vehicle** has all its windows, doors, roof openings or hood closed and locked, and all keys or devices needed to lock **the vehicle** are with **you** or the person authorised to use **the vehicle** when no-one is in it.) **The vehicle** must be kept in good working order. **We** may examine **the vehicle** at any time.

6. Keeping to the terms of the policy

We will only pay claims if:

- Any person claiming cover has met all the terms of the policy, as far as they apply; and
- The declaration and information given on the **statement of insurance** which this contract is based on is complete and correct as far as **you** know.

7. Fraud

We will not pay any claim which is in any part fraudulent or exaggerated, or if **you**, or anyone acting for **you**, uses fraudulent methods to get benefits under this policy.

8. Law applicable to this policy

English law will apply to this contract unless **we** agree with **you** in writing otherwise. The contractual terms and conditions and other information relating to this contract will be in English Language.

9. Cancelling your policy

Your right to cancel

You have 14 days from when **you** receive **your** policy documents or the purchase date of **your** policy, whichever is later, to telephone, email or write to **us** using the contact details in the [Important Information section](#) if **you** want to cancel **your** policy. This is known as a cooling-off period. If **you** cancel **your** policy and cover has not started, **we** will refund any premium paid. If **you** cancel **your** policy and cover has started, as long as **you** have not made a claim and neither **you** nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim, **you** will be charged a proportion of **your** premium to reflect the time that **you** were covered under **your** policy. If any claim has been made or anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim during the **period of insurance**, **you** must pay the full annual premium and **you** will not be entitled to any refund. If **you** do not cancel **your** policy during the cooling-off period, it will remain in force and **you** will be required to pay the premium for the **period of insurance**.

You may cancel **your** policy any time after the cooling-off period by telephoning, emailing or writing to **us** using the contact details in the [Important Information section](#). As long as **you** have not made a claim and neither **you** nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim, **you** will be charged a proportion

of **your** premium to reflect the time that **you** were covered under **your** policy. If any claim has been made or anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim during the **period of insurance**, **you** must pay the full annual premium and **you** will not be entitled to any refund.

Our right to cancel

We have the right to cancel this policy at any time by sending **you** seven days' notice where there is a valid reason for doing so and will set out the reason for cancellation in the notice. Valid reasons include but will not be limited to those listed below;

- Changes to the information detailed on **your statement of insurance, schedule or certificate of motor insurance** which result in the risk of providing cover to **you** no longer being acceptable to **us**.
- Where the circumstances of a new claim, or an incident **we** have become aware of mean that **we** can no longer provide cover.
- Where a fraudulent claim has been submitted or **we** suspect fraud on this or any other policy **you** have with **us**.
- Where **you**, a person acting on **your** behalf, or any person covered to drive **the vehicle** uses threatening, intimidating or abusive behaviour or language towards **our** staff, suppliers or agents acting on **our** behalf.
- Where any person claiming cover under this policy fails to provide **us** with any reasonable information or documents (such as No Claims Discount) **we** ask for. Notice will be sent to **you** allowing **you** an opportunity to rectify the situation by providing **us** with the information or documents.
- Where **you** or anyone acting on **your** behalf failed to take reasonable care to provide **us** with accurate information when **you** took out, renewed or asked for changes to be made to **your** policy.
- Where **we** are unable to collect a premium payment due to insufficient funds in the account **you** have nominated to pay from. Notice will be sent to **you** allowing **you** an opportunity to rectify the situation and confirming that a second attempt to collect the payment will be made.
- Where **we** are unable to collect a premium payment due to a Direct Debit Instruction being cancelled. Notice will be sent to **you** allowing **you** an opportunity to rectify the situation by paying the full outstanding premium.

General Conditions (continued)

As long as **you** have not made a claim, and neither **you** nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim, **you** will be charged a proportion of **your** premium to reflect the time that **you** were covered under **your** policy. If any claim has been made or anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim during the **period of insurance**, **you** must pay the full annual premium and **you** will not be entitled to any refund.

For a 'One Year's Insurance Included' campaign where no premium has been paid to **us**, any refund in premium mentioned in this section will not be applicable.

10. Changes you must tell us about

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take reasonable care to supply accurate and complete answers to all of the questions **we** ask when **you** buy **your** Volkswagen Commercial Vehicle cover. **You** must tell **us** of any changes to the answers **you** have given as soon as possible. Failure to advise **us** of a change to **your** answers may mean that **your** cover is invalid and that it does not operate in the event of a claim.

You must tell **us** about any changes to the information set out in the **statement of insurance**, **certificate of motor insurance** or on **your schedule**. **You** must also tell **us** about the following changes.

- **You** sell **the vehicle**, change **the vehicle** or its registration number, or **you** get another vehicle.
- There is any change of drivers.
- Anyone who drives **the vehicle** receives a motoring conviction (driving licence **endorsement**, fixed penalties or pending prosecutions for any motoring offences).
- Anyone who drives **the vehicle** develops a notifiable medical condition or disability that hasn't been declared to the DVLA.
- **You** change the purpose **the vehicle** is used for.
- Anyone who drives **the vehicle** changes job, starts a new job, including part-time work or stops work.
- **The vehicle** is changed from the manufacturer's original specification. This would include:
 - changes to the bodywork
 - changes to suspension or brakes

- cosmetic changes such as alloy wheels
- changes affecting performance such as changes to the engine management system or exhaust system
- changes to the audio/entertainment system

Please be aware that this is not a full list of all possible changes. All changes made from the manufacturer's standard specification must be disclosed.

- **You** take **the vehicle** abroad, either for more than 90 days or outside the European Union, Andorra, Iceland, Liechtenstein, Norway, Serbia and Switzerland.
- **You** change **your** address or the address where **you** keep **the vehicle** overnight.
- Anyone who drives **the vehicle** passes their driving test or has their driving licence revoked.
- Anyone who drives **the vehicle** receives a non-motoring conviction which is not considered spent.
- **The vehicle** is involved in an accident or fire, or someone steals, damages or tries to break into it.
- Anyone who drives **the vehicle** is involved in any accident or has a vehicle damaged or stolen.
- There is any change to **your** estimated annual mileage.
- Anyone who drives **the vehicle** has had insurance refused, cancelled or had special terms applied.
- There is a change of main user of **the vehicle**.

If **you** are in any doubt please ask.

If the information provided by **you** is not complete and accurate:

- **We** may cancel **your** policy and refuse to pay any claim, or
- **We** may not pay any claim in full, or
- **We** may revise the premium and/or change the compulsory excess, or
- The extent of the cover may be affected.



Data Protection Notice

This notice contains important information about the use of **your** personal information. Please make sure that **you** read this notice carefully. In this notice **we** and **us** and **our** means the insurance intermediary as specified on **your** policy documents, the Insurer named in **your** current **schedule, certificate of motor insurance** and **statement of insurance**, and any holding companies, subsidiaries or linked companies. 'Personal information' means any information given to **us** about **you**, by **you** or anyone else in connection with the particular service or product that **we** are providing to **you**.

By taking out this Insurance Policy, **you** confirm that **we** may use **your** personal information in the ways outlined in this notice. As the terms of this notice will also apply to anyone else insured under **your** policy, **you** should also show this notice to anyone else whose name **you** give to **us**, in connection with **your** insurance policy.

Your privacy is very important to **us**. **We** promise to respect and protect **your** personal information and try to make sure that **your** details are accurate and kept up to date. **You** can help **us** do this by letting **us** know whenever **your** personal details change. The way in which **your** personal information is collected, held and used by **us** complies with all legal requirements, particularly as is required by the Data Protection Act 1998.

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 DVA, 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 **the vehicle** seized by the Police. **You** can check that **your** correct registration number details are shown on the MID at www.askmid.com.

How we use your personal information

We may use personal details **you** give to deal with **your** policy, or support the development of **our** business by including **your** details in customer surveys. **We** may contact **you** and ask necessary questions. **We** will store **your** details on a computer system but will not keep them for longer than necessary.

We may research, collect and use data about **you** from publically available sources including social media and networking sites. **We** may use this data for the purposes set out in this notice, including fraud detection and prevention.

We will share **your** details with companies within the Volkswagen Group United Kingdom Limited and Volkswagen Financial Services (UK) Limited and other carefully selected financial services and insurance companies **we** partner with, so that **you** can be informed of products and services which may be of interest to **you** by telephone, email or post. If **you** do not want to know about these products or services, please contact **us**.

Under the Data Protection Act **we** can only discuss **your** details with **you**. If **you** would like anyone else to act on **your** behalf, please contact **us**. **Your** personal details may be transferred to countries outside the European Union. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

Sharing information to prevent fraud

We may share information which **we** hold and which has been supplied to **us** in connection with any application for insurance that **you** have made or any insurance policy which **you** have with **us** (including the renewal of any policy which **you** have with **us**) with the Claims and Underwriting Exchange register, run by the Insurance Database Service Limited (IDS Ltd) and other similar databases established for the same purpose. The aim is to help **us** check information that is given to **us** and to prevent fraudulent claims.

When **we** process **your** request for insurance cover, **we** may search these registers. Under the conditions of **your** policy, **you** must tell **us** about any incident (such as an accident or theft), whether or not **you** think it is likely to give rise to a claim.

When **you** tell **us** about an incident, **we** will pass information relating to that incident to these registers.

Dealing with others on your behalf

To help **you** manage **your** insurance policy, **we** will deal with **you** or following the obtaining of **your** prior consent, **your** husband, wife, civil partner or any other person whom **we** reasonably believe to be legitimately acting for **you** as **your** agent if they call **us** on **your** behalf in connection with **your** policy. Such people may be granted access to **your** personal details.

Sensitive information

Some of the personal information that **we** ask **you** to provide may be sensitive personal data, as defined by the Data Protection Act 1998. Sensitive personal data may include information relating to **your** health, race, religion and any criminal convictions that **you** have. **We** will only use sensitive personal data about **you** for the specific purpose for dealing with **your** policy and to provide the services described in **your** policy documents.

Monitoring and recording calls

We may monitor or record telephone calls to monitor and improve **our** service and to prevent or detect fraud.

Further information

You are entitled to receive a copy of the information **we** hold about **you**. If **you** would like a copy of **your** information, please contact **our** Data Protection Officer using the contact details in the [Important Information section](#), quoting **your** name, address and insurance policy number.

Please note that **we** are entitled to charge **you** a small administration fee of £10 for doing this.

Important Information

Who provides Volkswagen Commercial Vehicle Insurance?

Volkswagen Commercial Vehicle Insurance is a trading name of Volkswagen Financial Services (UK) Limited. Registered in England and Wales No. 2835230. Registered Office: Brunswick Court, Yeomans Drive, Blakelands, Milton Keynes MK14 5LR. Volkswagen Financial Services (UK) Limited is authorised and regulated by the Financial Conduct Authority, registration number 311988.

Volkswagen Commercial Vehicle Insurance from Volkswagen Insurance Service (Great Britain) Ltd is sold and administered by Ageas Retail Limited. Registered in England and Wales No. 1324965. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA. Ageas Retail Limited is authorised and regulated by the Financial Conduct Authority, registration number 312468. Volkswagen Insurance Service (Great Britain) Ltd is an appointed representative of Volkswagen Financial Services (UK) Limited.

Getting in touch

You can contact us at:

Volkswagen Commercial Vehicle Insurance
Prospect House
Gordon Banks Drive
Trentham Lakes North
Stoke-on-Trent
ST4 4TW

By telephone: 0330 303 6942

By email: customersupport@insurewithvwcv.co.uk

What to do if you are not satisfied with the cover or service provided

If you have a complaint, please contact our Customer Services Manager at:

Volkswagen Commercial Vehicle Insurance
Prospect House
Gordon Banks Drive
Trentham Lakes North
Stoke-on-Trent
ST4 4TW

By telephone: 0330 303 6942

By email: customersupport@insurewithvwcv.co.uk

If you have a complaint about a claim, please contact your Claims Manager first. You will find your Claims Manager's name and phone number on any correspondence they have sent you.

Our aim is to get it right, first time, every time. If we make a mistake we will try to resolve your complaint within three working days and issue you a summary resolution letter. If we are unable to resolve your complaint, we will be in contact with you within five working days of receiving your complaint to advise what we are doing to resolve the problem and the timeframe by which you can expect a final response.

If your complaint cannot be resolved

If you are not satisfied with either the summary resolution or final response letter, or if we have not been able to resolve your complaint within eight weeks, we will issue you with information about the Financial Ombudsman Service which offers a free, independent resolution service. The contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

By telephone: 0300 123 9123 or 0800 023 4567

By email: complaint.info@financial-ombudsman.org.uk

www.financial-ombudsman.org.uk

You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter. Please note that if you do not refer your complaint within the six months, the Financial Ombudsman Service will not have our permission to consider your complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

Financial Services Compensation Scheme (FSCS)

For your added protection we are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to pay a valid claim, you may be entitled to compensation from the scheme. Depending on the type of business and circumstances of the claim, the scheme will cover 90% of any claim with no maximum claim amount.

Further information about the compensation scheme is available from the FSCS at www.fscs.org.uk or by calling 0800 678 1100 or 020 7741 4100.

How to cancel your policy

For information on how to cancel your policy, please see [General Condition 9](#).

Use of data

For information on how we use data, please see [Data Protection Notice section](#).