



Van Motor Insurance Policy

Mercedes-Benz Insurance



Mercedes-Benz Customer Service

If you have any queries on your policy, or wish to make any amendments to it, please call Customer Services on: **0345 040 2090**. our opening hours are 9am to 7pm Monday to Friday and 9am to 4pm Saturday.

Mercedes-Benz Van Insurance Claims Assistance

Mercedes-Benz Van Claims Assistance provides a range of benefits and services designed to minimise your inconvenience in the event of a claim. If you need to make a claim in the UK, call: **0344 4933 233** and explain what has happened. If you are abroad please call: **+44 191 2889846**. Lines are open 24 hours, every day of the year.

For windscreen claims call: **0800 032 1625**.

Breakdown Assistance in the UK

If you have purchased this Additional Optional Product and need breakdown assistance whilst driving in the UK, please call: **01423 535048**.

Breakdown Assistance in Europe

If you have purchased this Additional Optional Product and need breakdown assistance whilst driving in Europe, please call: **+44 1423 535048**.

Telephone calls and recording

The cost of calls to 03 prefixed numbers are charged at local call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored. This may be used for fraud prevention, fraud detection and also for training purposes.

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How to make a claim

The following information is to help **you** and does not form part of the insurance contract.

What to do after an accident

1. If an accident causes damage to another car, an animal or property, or if anyone is injured, the law says **you** must stop. **You** must give **your** name, address and vehicle registration number to anyone involved. If anyone is injured, **you** must show **your certificate of motor insurance** to the Police or anyone who asks and **you** are allowed time to do this. **You** must tell **Mercedes-Benz Insurance** about every accident **you** are involved in, even if **you** are not at fault or not intending to make a claim.
2. **You** should ask the other people:
 - Their name, addresses and telephone number;
 - The name, address and telephone number of their insurance company and their policy number with that insurer;
 - Their vehicle registration number if applicable; and
 - The name, address and telephone number of any witnesses
3. Do not admit that **you** are to blame or offer to pay for anything
4. Do not sign anything at the scene of an accident
5. If possible make a rough sketch or take a photograph of any accident scene. It would help if **you** could also note the position of any vehicles involved before and after the accident. Note the weather conditions and the time of day.
6. Tell **Mercedes-Benz Insurance** about the accident as soon as possible by calling 0344 4933 233.
7. Do not reply to any letters or documents **you** receive about the accident but send them straight to **the insurer**. **Mercedes-Benz Insurance** will give **you** the address **you** need to use when **you** advise them of any accident.

What to do if your vehicle is stolen

1. Report the loss to the Police and obtain a crime reference number.
2. Tell **Mercedes-Benz Insurance** about the loss of the **insured vehicle** by calling 0344 4933 233.
3. If **you** know where the **insured vehicle** is try to make sure that it is safe and secure.
4. If the whereabouts of the **insured vehicle** are not known but subsequently found, please advise **Mercedes-Benz Insurance** immediately **you** are notified of its location.
5. If the **insured vehicle** is not found and a payment is made in settlement then **you** will be required to send all vehicle documents and keys directly to **the insurer** at the address **Mercedes-Benz Insurance** gives **you** when **you** report the **theft**.

Damage to glass

You should call the glassline on 0800 032 1625. The details will be taken and **you** will be put in contact with an approved glass repairer. Please check if the glass can be repaired rather than replaced as this can save **you** money.

Introduction

Please read this **policy**, the **policy schedule** and the **certificate of motor insurance** carefully, so **you** know what you are insured for. Make sure that you read the **general exclusions**, the **general conditions** and any **endorsements** that apply. If the cover is not what **you** want or **you** have any questions about the insurance cover or any of the documents please contact **Mercedes-Benz Insurance** at once.

Contract of Insurance

This **policy**, the **policy schedule**, the **certificate of motor insurance**, the information **you** gave **Mercedes-Benz Insurance** on the **statement of fact** and declarations that **you** have made, form a legally binding **contract of motor insurance** between **you** and **the insurer**.

This **contract of motor insurance** is a contract personal to **you** and **you** cannot transfer it to anyone else.

The insurer agrees to insure **you** under the terms of this **contract of motor insurance** against any liability, loss or damage that occurs within the **geographical limits** during the **period of insurance** for which **you** have paid, or agree to pay, the premium.

You must read this **policy**, the **policy schedule** and the **certificate of motor insurance** together. The **policy schedule** tells **you** which sections of the **policy** apply and identifies any **endorsements**. Please check all three documents carefully to make sure that they give **you** the cover **you** want and that **you** comply with all the relevant terms and conditions, including any **endorsements**. It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this **policy** in favour of any third party.

Unless **the insurer** agrees with **you** to apply the laws of another country, the law of England and Wales will apply to this **contract of motor insurance**.

Use

This **contract of motor insurance** only covers **you** if **you** use the **insured vehicle** in the way described in **your certificate of motor insurance** (under 'Limitations as to Use') and any **endorsements**.

Renewal of the contract of insurance

Each renewal of the **policy** represents a new **contract of insurance**. For existing **Mercedes-Benz Insurance** customers who pay annually or monthly **you** enter into a new **contract of motor insurance** with **the insurer** commencing on the date when **you** renew the **policy** and pay the premium. Persons insured will be covered for the **period of insurance** shown on **your policy schedule**.

Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this **contract of motor insurance** will be in English.

Important information and changes the insurers need to know about

Please take care to answer all questions asked by **Mercedes-Benz Insurance** honestly and to the best of **your** knowledge when **you** take out, make changes to, or renew **your** policy.

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

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

Please note that it is an offence under the Road Traffic Act to provide incomplete or inaccurate information to the questions asked in **your** application for the purpose of obtaining a **certificate of motor insurance**.

Please tell **Mercedes-Benz Insurance** immediately if there are any changes to the information set out in the **statement of fact, certificate of motor insurance** or on **your policy schedule**. **You** must also tell **Mercedes-Benz Insurance** about the following changes:

- a change of address;
- a change to the people insured to drive the **insured vehicle**;
- motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured to drive the **insured vehicle**;
- criminal convictions for any of the people insured to drive the **insured vehicle**;
- a change of the **insured vehicle**;
- any modifications to the **insured vehicle**;
- any change affecting ownership of the **insured vehicle**; and
- any change in the way that the **insured vehicle** is used.

If **you** are in any doubt about whether or not **you** need to advise **the insurer** of a change, please contact **Mercedes-Benz Insurance** on 0345 040 2090.

When **you** inform **Mercedes-Benz Insurance** of a change, **the insurer** will confirm to **you** if this affects **your policy**; for example whether **the insurer** is able to accept the change and, if so, whether the change will result in revised terms and/or premium being applied to **your policy**. If **the insurer** cannot accept the change then **the insurer** may cancel the **policy** and **Mercedes-Benz Insurance** will endeavour to find a suitable alternative insurance provider for **you**.

Customers with Disabilities

This **policy** and other associated documents are also available in large print, audio and Braille. If **you** require any of these formats please contact **Mercedes-Benz Insurance** on 0345 040 2090 between 9.00am and 7.00pm Monday to Friday and between 9.00am and 4.00pm on Saturday, or write to **Mercedes-Benz Insurance**, Cornwall House, Station Approach, Princes Risborough, Buckinghamshire, HP27 9DN.

Definitions of terms and words

The following words or phrases have the same meaning wherever they appear and are shown in **bold** throughout this **policy**.

Certificate of Motor Insurance – Legal evidence of **your** insurance. It is one part of the **contract of motor insurance**. It shows the vehicles we are insuring, who may drive the **insured vehicle** (where ‘any authorised driver’ is stated, refer to the **policy schedule** for restrictions), what it may be used for and the **period of insurance**.

Contract of Motor Insurance

The **policy**, the **policy schedule** (including **endorsements**), the **certificate of motor insurance**, the information **you** gave **us** in the **statement of fact** and declarations that **you** have made, all form the **contract of motor insurance**.

Endorsements

Something which alters **your** insurance cover. **Your** cover will be affected by any endorsement that is shown on the **policy schedule**. (Such **endorsements** may add exclusions to the cover or require **you** to take action such as fitting approved security.) More than one endorsement may apply.

If **you** do not comply with any **endorsements**, this **contract of motor insurance** may no longer be valid and **the insurer** may refuse to deal with any claim.

Excess

The amount **you** have to pay towards each claim **you** make under this **contract of motor insurance**. There may be more than one **excess**, part of which may be voluntary (where **you** have chosen to take an **excess** to receive a discount on **your** premium). The amount of the **excess** is shown on **your policy schedule**.

Family or Household – Any member of the policyholder’s family, or any other person, who is a permanent or temporary resident at the policyholder’s address.

General Conditions

These describe **your** responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the **contract of motor insurance** is cancelled.

General Exclusions

These describe the things that are not covered by the **contract of motor insurance**. They are in addition to the exclusions shown under the headings ‘What is not covered’ in each of the Sections detailing the cover provided.

Geographical Limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. It also includes travelling by sea, air or rail between these places. Section 6 explains the cover that applies when driving abroad.

Insured Driver

Persons named on the **certificate of motor insurance** as entitled to drive, where 'any authorised driver' is stated, refer to the **policy schedule** for restrictions.

Insured Vehicle

The vehicle(s) shown on the current **policy schedule** and **certificate of motor insurance**.

Market Value

The cost at the date of the accident or loss of replacing the **insured vehicle**, if possible, with one of a similar make, model, age, condition and mileage. **The insurer** will usually ask an engineer to give advice about the **market value** of the **insured vehicle**, referring to guides of vehicle values and any other relevant sources. In assessing the **market value**, **you** should consider the amount that could reasonably have been obtained for the **insured vehicle** if **you** had sold it immediately before the accident, loss, **theft** or damage.

Mercedes-Benz Insurance

Our authorised intermediary. **Mercedes-Benz Insurance** is a trading name of Mercedes-Benz Insurance Services UK Limited.

Period of Insurance

The length of time covered by this **contract of motor insurance**, as shown on the current **policy schedule** and **certificate of motor insurance**.

Personal belongings

Certain property in the **insured vehicle**, which **you** wear or use in everyday life which belongs to **you** or anyone travelling in the **insured vehicle**. Section 5 of this **policy** sets out the cover and limits which apply, and the items of **personal belongings** which are not included.

Policy

This booklet, which sets out the details of cover and all the terms and conditions which apply. It is one part of the **contract of motor insurance**.

Statement of Fact

The documents filled in by **you**, or on **your** behalf by **Mercedes-Benz Insurance** or someone else, and all other information **you** gave and declarations made at the time the insurance was arranged and on which **the insurer** has relied when agreeing to offer this **contract of motor insurance**. If **you** do not give **Mercedes-Benz Insurance** the full information requested at the start, and tell **Mercedes-Benz Insurance** about changes, this **contract of motor insurance** may no longer be valid and **the insurer** may refuse to deal with any claim.

Policy Schedule

Forms part of the **contract of motor insurance** and confirms details of **you, the insured vehicle(s)** and the cover which applies. It is one part of the **contract of motor insurance**.

Standard Accessories

Accessories made available for the **insured vehicle** by the manufacturer as optional extras and for which a receipt must be provided. **Standard accessories** do not include modifications to the **insured vehicle** or any other accessory fitted to it not provided by the vehicle manufacturer.

Terrorism

(a) any act or acts including, but not limited to:

- the use or threat of force and/or violence

and/or

- harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be caused or occasioned in whole or in part for such purposes

(b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

Theft

Theft, attempted **theft** or taking **your insured vehicle** without **your** consent

The insurer/us/our

The insurance company specified in **your policy schedule**, **the statement of fact** and **your certificate of motor insurance**.

You/Your

The person, company or trading name (including subsidiary companies) shown as the insured on the **policy schedule** and **certificate of motor insurance**.

Your partner

The civil partner or husband or wife of the policyholder, living at the same address as the policyholder and sharing financial responsibilities. This does not include any business partners or associates.

Section 1 – Liability to others

Third Party Cover – What is covered

The insurer will insure you against everything you legally have to pay to people who claim for damages, costs and expenses if they arise from a claim caused by an accident while you are driving, loading or unloading (directly from the insured vehicle), or in charge of the insured vehicle, if you kill or injure other people.

The insurer will also insure you for your legal liability for damage to other people's property (including any related indirect loss) up to £5,000,000 and for costs and expenses incurred up to £5,000,000. The insurer will also insure you while the insured vehicle is towing a trailer or any one vehicle, so long as the towing is allowed by law and the trailer or broken-down vehicle is attached properly to the insured vehicle by towing equipment made for this purpose.

What is not covered under Section 1 of your policy (exclusions)

Your policy does not cover the following:

- Loss or damage to the insured vehicle, trailer or vehicle being towed.
- Any amount above £5,000,000 for damage to other people's property (including any related indirect loss) and any amount above £5,000,000 for costs and expenses incurred.
- Property or goods belonging to (or in the care of) you or your passengers, or being carried in or on any trailer or vehicle being towed.
- Death or injury to the person driving or in charge of the insured vehicle or to any person being carried in or on, or getting into or out of, or getting on to or off, a trailer or vehicle being towed.
- Loss or damage to any bridge, weighbridge, viaduct, road or other surface over which the insured vehicle is driven, or anything under the surface caused by the weight or vibration of the insured vehicle or its load.
- Loss, damage or liability caused by pollution or contamination as a result of any load seeping from the insured vehicle or any load spilling from, or shifting in, the insured vehicle.
- Legal liability when you are towing any caravan, trailer or broken-down vehicle for profit.
- Liability for death, injury or damage when the insured vehicle is not on a public road and is in the process of being loaded or unloaded by any person other than the driver or attendant of the insured vehicle.
- Liability for death, injury or damage resulting from using the insured vehicle, or of machinery attached to it, as a tool of trade.
- Liability for death or injury to any employee of the person insured arising during the course of their employment.

- Any liability, injury, loss or damage resulting from anything sold, transported or supplied by you or on your behalf.
- Driving other cars extension. You are not covered under this policy to drive any other vehicle.
- Any liability that is not required to be covered under the terms of the Road Traffic Act whilst you are loading or unloading directly from the insured vehicle.

Insuring Others – What is covered

The insurer will also insure the following people under this Section.

- Any person you allow to use the insured vehicle as long as your current certificate of motor insurance says they can and they are not excluded from driving by an endorsement shown on the policy schedule.
- Any person (other than the person driving) being carried in, or getting in or out of, the insured vehicle or any person who causes an accident while they are traveling in, or getting in or out of, the insured vehicle.
- If anyone covered by the contract of motor insurance dies, the insurer will cover their legal representative to deal with any claims made against that person's estate.

Insuring Others – What is not covered

- Legal liability if your current certificate of motor insurance does not cover the person using the insured vehicle, or if the person using the insured vehicle is excluded from driving or holding a valid licence, or using the insured vehicle as a result of the general exclusions, general conditions and any endorsements.
- Any liability that is not required to be covered under the terms of the Road Traffic Act whilst any person is loading or unloading directly from the insured vehicle.
- Any liability, injury, loss or damage resulting from anything sold, transported or supplied by you or on your behalf.

Costs of Legal Representation – What is covered

Following a claim under this **contract of motor insurance**, **the insurer** will pay the reasonable legal costs and expenses relating to.

- solicitors' fees for representing anyone insured under this **policy** at a coroner's inquest, fatal accident inquiry or court summary of jurisdiction;
- the defence of anyone insured under this **policy** against any legal proceedings for manslaughter or causing death by dangerous or reckless driving.

In assessing whether legal costs and expenses are reasonable the following will be considered:

- the level of experience required of the legal representative taking into account the nature of the case;
- the level of costs charged by the legal representative;
- whether legal representation for a defence of prosecution is likely to affect the outcome.
- **The insurer** may, at any time, stop paying the legal costs and expenses.

Costs of Legal Representation – What is not covered

Any costs which have not first been agreed in writing by **the insurer** or arising from a claim caused by an accident which is not covered under this **contract of motor insurance**.

Any costs where **the insurer** has chosen to stop payments or arising from a claim which is not covered as a result of the **general exclusions**, **general conditions** and **endorsements**.

Emergency Medical Treatment – What is covered

The insurer will pay for the Emergency Treatment Fees, as required by the Road Traffic Acts, after an accident involving the **insured vehicle**. **The insurer** must, by law, provide this cover.

If this is the only payment **the insurer** makes, **your** No Claims Discount will not be affected.

Emergency Medical Treatment – What is not covered

Any amount that is more than the compulsory Emergency Treatment Fee imposed by the Road Traffic Acts.

Section 2 – Fire and Theft

What is covered

The insurer will cover **you** for loss or damage to the **insured vehicle** that is caused by fire, lightning, explosion, **theft** or attempted **theft**. This includes **standard accessories** on it.

The insurer will also pay for loss or damage to the **insured vehicle's** fitted entertainment equipment up to the limit stated on the **policy schedule**.

The insurer will treat the **insured vehicle** as stolen if it has not been recovered within 30 working days of **you** reporting the **theft** to **Mercedes-Benz Insurance**.

It must still be missing when **the insurer** pays **your** claim.

You must do the following:

- Tell **Mercedes-Benz Insurance** straightaway if the **insured vehicle** is stolen and following the payment of a claim **you** later get it back, or discover where it is.
- Get **the insurer's** permission before ordering any new part or accessory, and before paying for any transport outside the **geographical limits**.

What is not covered under Section 2 of your policy (exclusions)

- Any vehicle which is not the **insured vehicle** and any loss or damage if **you** do not have cover under this section.
- Wear and tear, mechanical, electrical, electronic and computer failure, malfunctions, breakdowns or breakages.
- Compensation for **you** not being able to use the **insured vehicle**, any delay where **the insurer** has to get new parts or accessories or they are unavailable, or the value of the **insured vehicle** reducing for any reason.
- Any other indirect loss, such as travel expenses or loss of earnings.
- Loss or damage caused by failure to protect the **insured vehicle**, (see 'Care of the Vehicle' under the **general conditions**), or if it has been left unlocked and/or with the keys, lock transmitter, entry card or other ignition control device left in, on or in the immediate proximity of the **insured vehicle**.
- Loss or damage from repossession of the **insured vehicle** and returning it to its rightful owner.
- Loss or damage from any agreement or proposed transaction for selling or hiring the **insured vehicle** or someone taking the **insured vehicle** by fraud, trickery or deception or attempting to purchase the **insured vehicle** by fraudulent means.
- Loss or damage arising from the **insured vehicle** being taken or driven by a person who is not an **insured driver** but is a member of the policyholder's **family or household**, or being taken or driven by an employee or ex-employee, unless **you** report the person to the police for taking **your** vehicle without **your** consent.
- Loss or damage resulting from using the **insured vehicle**, or of machinery attached to it, as a tool of trade.

- Loss or damage caused deliberately by **you** or deliberately caused by any person driving the **insured vehicle** with **your** permission.
- Any additional damage resulting from the **insured vehicle** being moved by **you**, or any person driving the **insured vehicle** with **your** permission, after an accident, fire or **theft**.
- Any storage charges unless **you** tell us about them and **the insurer** agrees in writing to pay for them.
- Tools of trade, **personal belongings** (unless **you** have cover under Section 5.), documents or goods.
- Any amount above the limit stated on the **policy schedule** for fitted entertainment equipment.
- Keys, remote control or security devices (whether lost or stolen) unless **you** have cover under Section 8.
- Tapes, cassettes, compact and mini discs, Citizens-Band radios, phones or phone equipment.
- Any loss or damage up to the amount of the **excess** that appears on **your policy schedule**.
- Any satellite navigation equipment or accessories, whether permanently fitted or not, that are not **standard accessories**.
- Any loss or damage caused by failure to maintain the **insured vehicle** and safeguard it from such loss or damage.
- Any loss or damage from the **insured vehicle** being confiscated disposed of or destroyed by or under order of any government or public or local authority order.

Section 3 – Accidental Damage

What is covered

The insurer will cover **you** for loss or damage to the **insured vehicle**. This includes **standard accessories** on it. **The insurer** will also pay for loss or damage to the **insured vehicle's** fitted entertainment equipment up to the limit stated on the **policy schedule**.

New Van Replacement

If, within one year of **you** buying the **insured vehicle** from new and **you** were the first registered owner, it is:

- stolen and not recovered, or
- damaged so that repairs will cost more than 60% of the manufacturer's price list (including taxes and the cost of accessories) at the time of the loss or damage;

The insurer will replace the **insured vehicle** with a new one of the same make, model and specification.

If a replacement vehicle of the same make, model and specification is not available **the insurer** will, where possible, provide a similar vehicle of identical list price.

New van replacement does not apply if:

- **You**, or anyone **the insurer** knows has an interest in the **insured vehicle**, do not agree.
- The **insured vehicle** is more than one year old at the time of the loss or damage.
- **You** were not the first registered owner of the **insured vehicle**, or are the second registered owner of the **insured vehicle**, where the **insured vehicle** has been pre-registered in the name of the manufacturer or supplying dealer, providing at the time of purchase by **you** or **your partner** the mileage was less than 250 miles.
- **You** did not buy the vehicle from new.
- The repairs cost less than 60% of the manufacturer's price list (including taxes and the cost of **standard accessories**).
- **You** wish to have the claim settled on a cash basis when the most **the insurer** will pay is the **market value** of the **insured vehicle** and its **standard accessories** at the time of the loss or damage.

The insurer is not liable for the consequences of any delay in getting the replacement vehicle.

Uninsured driver promise

If **you** are hit by an uninsured driver **the insurer** will reinstate **your** no claim discount and reimburse any **excess** once **the insurer** has established that the driver of the other vehicle was uninsured and the accident was not **your** fault. **The insurer** will need **you** to provide the registration number, make, model and colour of the other car involved and also the driver's name and address if possible.

What is not covered under Section 3 of your policy (exclusions)

Any loss or damage described in 'what is not covered' under Fire and **theft** section 2 of this **policy**.

The insurer also does not cover the following:

- Damage to tyres caused by wear and tear, braking, punctures, cuts or bursts.
- Damage caused by frost, unless **you** have taken care to stop the damage happening and have followed the manufacturer's instructions to avoid liquid freezing in **your insured vehicle**.
- Any satellite navigation equipment or accessories, whether permanently fitted or not, that are not **standard accessories**.

Section 4 – Windscreen and Windows

What is covered

The **insurer** will pay for damage to the **insured vehicle's** windscreen or windows. If this is the only damage **you** are claiming for, **your** No Claims Discount will not be affected.

The **policy schedule** shows the maximum amount **the insurer** will pay and the **excess** applicable for:

- In any one **period of insurance** if the windscreen or window is replaced or repaired by calling the glassline number 0800 032 1625; or
- In any one **period of insurance** if any other supplier carries out the repair or replacement.

What is not covered under Section 4 of your policy (exclusions)

- Any loss or damage if **you** do not have cover under this Section.
- Damaged sunroofs, roof panels including damage to any part of a convertible hood, lights or reflectors, even if they are made of glass.
- The **excess** unless **you** have **your** windscreen or window repaired rather than replaced. (The **excess** must be paid direct to the repair or replacement company if **your** windscreen or other windows are replaced, rather than repaired.)
- Extra costs for the work to be carried out outside normal hours, unless the windscreen is shattered or the **insured driver's** vision or the security of the **insured vehicle** is affected.

Section 5 – Personal Accident, Personal Belongings, Tool Cover and Medical Expenses

Personal Accident – What is covered

If **you** or **your partner** are involved in a car accident, **the insurer** will pay the amounts shown below if, within three months of the accident, it directly causes one of the following:

- Death £5,000
- Total loss of one or more limbs £5,000
- Permanent blindness in one or both eyes £5,000

The most **the insurer** will pay is the limit for any one cause of death or injury during any one **period of insurance**.

The insurer will only make a payment if the injury or death is directly connected with an accident involving the **insured vehicle**, and not if it happens while **you** or **your partner** were travelling in or getting into or out of any other vehicle that **you** do not own and is not hired or leased to **you**.

Personal Accident – What is not covered (exclusions)

- Any loss if **you** do not have cover under this Section.
- Anyone who is under 21 or 75 or older at the time of the accident.
- Death or bodily injury caused by suicide or attempted suicide, self-injury or by drugs, alcohol or anything taken or inhaled.
- Death or bodily injury caused by disease, physical sickness or disability.
- Anyone failing to keep to the law regarding the use of seat belts.

Personal Belongings – What is covered

The insurer will pay up to £300 for **personal belongings** in **your** vehicle, if they are lost or damaged because of an accident, fire, **theft** or attempted **theft**. If someone else owns the property, **you** can ask **the insurer** to settle the claim with the owner of the property. **The insurer** may need proof of purchase.

Personal Belongings – What is not covered (exclusions)

- Any loss or damage if **you** do not have cover under this Section.
- **Personal belongings** covered by any other insurance.
- Money, stamps, tickets, documents, securities, jewellery or furs.
- Goods, tools of trade or samples connected with **your** work or any other trade, or any container for these things.
- Radios, cassette, compact or mini disc players, MP3 players, tapes or discs, televisions, phones or phone equipment, computers or computer equipment and accessories, computer game consoles or games and accessories, Citizen-Band radios and accessories.
- Keys, remote control or security devices.
- Property taken from an unlocked vehicle or open vehicle (including the rear of an open back vehicle) or which **you** have not taken care to protect from loss or damage.

Tool Cover – What is covered

The insurer will pay for loss of damage to **your** tools caused by fire, theft, attempted theft or accidental damage, while they are in the **insured vehicle**. The most **the insurer** will pay for any one incident is £300. If **you** ask **us** to pay someone else we will have no further responsibility to **you** once we have done so. **The insurer** may need proof of purchase.

Tool Cover – What is not covered (exclusions)

- Tools insured under any other policy.
- Tools taken from an unlocked or open vehicle (including the rear of a open back vehicle) or which **you** have not taken care to protect from loss or damage.

Medical Expenses – What is covered

If **you** or **your** passengers are injured because of an accident involving the **insured vehicle**, **the insurer** will pay up to £500, in addition to the compulsory Emergency Medical Treatment fee (see Section 1), for each person for any medical treatment they receive.

Medical Expenses – What is not covered (exclusions)

Any medical expenses if **you** do not have cover under this Section.

Section 6 – Driving Abroad

Minimum Insurance – What is covered

The insurer provides the minimum cover that applies to the country concerned to allow **you** to use the **insured vehicle** covered by this **contract of insurance** in:

- Any country which is a member of the European Union, Andorra, Iceland, Norway, Serbia and Switzerland.

The minimum insurance cover automatically provided by this **contract of motor insurance** may vary from country to country.

What is not covered under Section 6 – Minimum Insurance (exclusions)

- Damage to the **insured vehicle**
- Customs and Excise duty

Cover in addition to Minimum Insurance – What is covered

The insurer will extend **your** cover to apply to:

- Any country which is a member of the European Union, Andorra, Iceland, Norway and Switzerland.
- The **insured vehicle** whilst it is being transported by rail, sea or air between countries, which **you** have cover for. If **you** are travelling by sea, it must be by a recognised sea route and the journey should not take longer than 65 hours.

For up to three months of the **period of insurance** as long as:

- the **insured vehicle** is taxed and registered within the **geographical limits**, and
- **your** main and permanent home is within the **geographical limits** and **your** visit abroad is only temporary.

What is not covered under Section 6 – Cover in addition to minimum insurance (exclusions)

- Customs or Excise duties.
- Use for more than three months of the **period of insurance**.
- Loss or damage in any country which is not a member of the European Union, Andorra, Iceland, Norway or Switzerland.
- The **insured vehicle**, unless it is being used for purposes described in the **certificate of motor insurance**.
- Any additional accommodation or travel costs or expenses incurred.

Section 7 - No Claims Discount

If **you** do not claim under this **contract of motor insurance** and **you** have not been involved in an accident which has or may result in a claim against **you**, **the insurer** will give a discount from **your** renewal premium.

If the insurance covers more than one **insured vehicle**, the No Claims Discount will apply separately for each **insured vehicle**.

If **the insurer** consents to a transfer of this **policy** to another person, no claim discount already earned under this **policy** will not apply to the person to whom the **policy** is being transferred.

The insurer will reduce or remove **your** No Claims Discount, in accordance with the scale below, if **the insurer** makes any payment whatsoever, even if the accident is not **your** fault, unless **the insurer** gets the money back from someone else.

The insurer may withhold the No Claims Discount in full or part if there are any claims that have not been settled. If **the insurer** recovers all of the money or has good reason to believe a third-party claim would be unsuccessful, the No Claims Discount would apply again.

Current NCD (Years)	After 1 claim (Years)	After 2 claims (Years)	After 3 + claims (Years)
1	0	0	0
2	0	0	0
3	1	0	0
4	2	0	0
5+	3	1	0

If **you** have a protected No Claims Discount (shown on **your policy schedule**) **the insurer** will not reduce the Discount available if **you** do not claim more than twice during five continuous **periods of insurance**. The protected No Claims Discount only applies while **you** are insured by **the insurer** and cannot be transferred to another insurer. Premiums in future years may still be increased according to the claims history.

Your no claim discount will not increase if the **period of insurance** is less than one year.

Section 8 - Lock replacement – Lost or stolen key cover

What is covered

If the keys, lock transmitter or entry card for the keyless entry system of **your insured vehicle** are lost or stolen, **the insurer** will pay up to a maximum of £500 towards the cost of replacing:

- the door and boot locks
- the ignition and steering locks
- the lock transmitter; and
- the entry card

provided that **the insurer** is satisfied that any person who may have the keys, transmitter or entry card knows the identity or location of **your insured vehicle**, and care is taken to safeguard the keys, transmitter or entry card from loss.

What is not covered under section 8 (exclusions)

Any amount in excess of £500.

Section 9 – Emergency Travel and Accommodation

What is covered

If **you** are unable to continue **your** journey as a result of accidental loss or damage to the **insured vehicle** occurring within the **geographical limits**, provided **you** are claiming under section 3 Accidental Damage of this **policy**, **the insurer** will contribute up to £500 in respect of:

- emergency overnight accommodation for occupants of the **insured vehicle** where loss of use necessitates an unplanned overnight stop; and/or
- travelling expenses, including alternative transports costs, for occupants of the **insured vehicle** towards reaching **your** destination.

You must pay for the accommodation or travelling expenses yourself and submit receipts for **us** to reimburse **you**.

What is not covered under section 9 (exclusions)

- Newspapers, drinks, telephone calls and meals.
- Any amount in excess of £500 for any one incident.
- Any costs incurred outside the **geographical limits**.

Excesses

Compulsory excess - £100

You will be responsible for the first part of any claim for loss, fire, **theft** or damage as shown above. This applies whether or not the claim is **your** fault.

Please note that higher **excesses** than £100 may apply dependent on the make, model and specification of the **insured vehicle** and if there have been any modifications to the **insured vehicle**.

If a greater **excess** applies due to the factors above, this will be shown in **your policy schedule**.

In addition, if **you** have selected to protect **your** No Claims Discount there will be an additional compulsory **excess** of £50.

Voluntary excess

If **you** have elected to pay a voluntary **excess** this will be shown on **your policy schedule** and will be in addition to the compulsory **excess** shown above.

Additional excesses

If **your vehicle** is being driven by or is in the charge of a driver described in the table below, the additional **excess** will be added to the compulsory **excess** and any voluntary **excess** **you** have selected but only in respect of accidental damage claims.

	Additional Excess
a. a driver under 21 years old	£250
b. a driver of 21 or over but under 25	£150
c. a driver of 25 or over who holds a provisional licence to drive the insured vehicle , or has held for less than one year a full UK or E.C. licence	£100

If **you** are only claiming for replacement locks, emergency treatment or for loss of or damage to the glass in **your vehicle's** windscreen or windows, the compulsory **excess**, any voluntary **excess** **you** have selected and the **excesses** under a, b and c above will not apply.

Please see Section 4 for additional information on glass claims. **Excesses** that may apply to glass claims will be listed on **your policy schedule**.

Claims Procedure

If any accident, injury, loss or damage occurs **you**, or **your** legal representative, must inform **us** by calling **Mercedes-Benz Insurance** claims assistance line on 0344 4933 233 as soon as is reasonably possible and when it is safe to do so.

Your insured vehicle will be taken to the nearest approved repairer or another safe place if **you** cannot drive it. **You** can take the vehicle to them or they will collect it and return it to **you** after an estimate has been prepared.

You may use another repairer of **your** choice, if **the insurer** disagrees with the estimate for repairing the **insured vehicle** provided by a non-approved repairer **you** may use another repairer or an approved repairer to obtain another estimate.

You must get **the insurer's** permission before ordering any new part or accessory, and before paying for any transport outside the **geographical limits**.

Do not reply to any letters or documents **you** receive about the accident but send them straight to **the insurer**. **Mercedes-Benz Insurance** will give **you** the address **you** need to use when **you** advise them of any accident.

You must also let **the insurer** know immediately if anyone insured under this **policy** is to be prosecuted as a result of the incident or if there is to be an inquest or a fatal accident inquiry. **Mercedes-Benz Insurance** will give **you** the address **you** need to use when **you** advise them of any accident.

Do not admit liability or negotiate a settlement without **the insurer's** written permission.

Give **the insurer** or **Mercedes-Benz Insurance** any information, help and co-operation required, including going to court if necessary.

If **your** claim is for glass only call the glassline on 0800 032 1625. Some windscreen damage can be repaired. If so, no windscreen **excess** will apply.

Courtesy Vehicle

If the **insured vehicle** is being repaired by an approved repairer from **our** network, they will provide **you** with a courtesy vehicle for the duration of the repair to the **insured vehicle**.

If the **insured vehicle** cannot be repaired or has been stolen and not recovered **the insurer** will provide **you** with a courtesy vehicle for up to 14 days or until 4 days after payment has been issued to **you**, whichever is soonest.

A courtesy vehicle provided under this section will usually be a small car derived van.

The insurer will insure the courtesy vehicle under this **contract of motor insurance** in exactly the same way as **the insurer** insures the **insured vehicle**. **You** must return the courtesy vehicle when the owner or **the insurer** asks **you** to or if this **contract of motor insurance** expires and **you** do not renew it.

The insurer may do the following

Take over, defend or settle any claims in **your** name, or that of any other person insured.

Take action (which **the insurer** will pay for) in **your** name, or that of any other person insured, to get back any money **the insurer** has paid.

Below are some examples of information and documents **the insurer** may request. However, **the insurer** may also ask for other information, documents and assistance relevant to **your** claim.

Information	Documents	Assistance
Details of third parties and any witnesses	Driving Licence	Attendance at court
A statement of events relating to your claim	Proof of identity and address	Meetings with solicitors or your insurer
A sketch or photograph of the accident scene	Vehicle documentation such as a V5, MOT and proof of purchase	
Correspondence received from another party (including any court papers)	Receipts and invoices Finance documents	

Paying your claim

The insurer will:

- Pay the reasonable cost of protecting the **insured vehicle**;
- Pay the reasonable cost for the **insured vehicle** to be brought back to the address shown on the **policy schedule**. (The insurer will not pay the cost of any transport outside the **geographical limits** unless you have agreed this with the insurer);
- Pay the last known cost shown in the manufacturer's price list and the reasonable cost of fitting if any lost or damaged part or **standard accessory** is no longer available.
- Settle the claim to the legal owner, up to the **market value**, if the **insured vehicle** is part of a hire-purchase or leasing agreement, or belongs to someone else.

The insurer will not:

- Pay the whole cost of any repair or replacement that leaves the **insured vehicle** in a better condition than before the loss or damage (you will pay part of the cost of the repair or replacement).
- Refund any premium if the **insured vehicle** is written off or there is any claim.

Entirely at the insurer's discretion and subject to payment of the **policy excess**, the insurer will arrange to:

- a) repair the damage at an approved repairer or alternatively authorise repairs at a repairer of your choice subject to the provision of satisfactory estimates,
- b) pay you the cost of replacing or repairing the damaged parts, including their fitting, or
- c) treat the **insured vehicle** as a total loss and pay you the **market value** of the vehicle less the **excess** just before the loss or damage happened. Once you accept the insurer's offer or the insurer has paid the claim (or both) the **insured vehicle** becomes the insurer's property, unless it is agreed otherwise.

If the insurer declares the **insured vehicle** to be a total loss (write off), you must pay whatever you owe the insurer before the insurer will pay your claim, or the insurer may take what you owe the insurer from anything the insurer pays you.

You must do the following:

- Pay any **excess** direct to the repairer when you collect your **insured vehicle**.

General Exclusions

These **general exclusions** apply to the whole of this **contract of motor insurance** and describe the things which are not covered. These apply as well as the exclusions shown under 'What is not covered' in each of the Sections detailing the cover provided.

This **contract of motor insurance** does not cover claims arising from any of the following.

1. Any accident, injury, loss or damage that happens while the **insured vehicle** is being:
 - used for a purpose that it is not insured for;
 - driven or in the charge of anyone who is not described in the **certificate of motor insurance** as a person entitled to drive or who is excluded from driving by any **endorsements** or covered by another insurance;
 - driven or in the charge of anyone who does not have a valid driving licence, has not held a driving licence, is disqualified from driving or is prevented by law from holding a licence;
 - driven or in the charge of anyone who does not meet the terms and conditions of their driving licence as required by DVLA / DVLNI rules and regulations and any relevant law;
 - driven or in the charge of anyone who does not meet all the conditions described in the **endorsements on your policy schedule** and all the **general conditions** in this **policy**;
 - kept or used in an unsafe or unroadworthy condition. (You may be asked to provide details to show the **insured vehicle** was regularly maintained and kept in good condition);
 - kept or used without a current Department of Transport Test (MOT) certificate if one is needed;
 - kept or used in any way that breaks any security requirements imposed by an **endorsement**;
 - used to carry passengers or goods in away likely to affect the safe driving and control of the vehicle;
 - used for carrying dangerous loads; or
 - used in or on restricted areas of airports, airfields or military bases.
2. Any liability that you have agreed to accept unless you would have had that liability anyway.
3. Anyone who does not meet all the conditions described in the **endorsements on your policy schedule** and all the **general conditions** in this **policy** and any other condition of this **policy**.
4. Hiring out the **insured vehicle** for money, unless this use is described in the **certificate of motor insurance** (under Limitations as to Use).
5. Racing of any description or being used in any contest, competition, rally or speed trial (apart from treasure hunts).

6. The **insured vehicle** being used on any form of race track, de-restricted toll road (including the Nurburgring) or off-road activity.
7. Any accident, injury, loss or damage caused directly or indirectly by:
 - War, invasion, act of foreign enemy, hostilities (whether war is declared or not), revolution, act of **terrorism** or similar event;
 - Riot or civil unrest that happens outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
 - earthquake;
 - ionising radiations or contamination from nuclear fuel or nuclear waste or from the burning or explosion of nuclear fuel;
 - the radiation, toxic, explosive or other dangerous properties of any nuclear installation, reactor, or other nuclear assembly or its component part;
 - any weapon or device using atomic or nuclear fission or fusion or radioactive force or matter;
 - pressure waves caused by aircraft and other flying objects; or
 - carrying any dangerous substances or goods.
8. Any liability, loss or damage caused by explosion, sparks or ashes from the **insured vehicle**, or from any trailer or machinery attached to, or detached from, it.
9. Any liability, loss or damage that happens outside the **geographical limits** (apart from the cover detailed in Section 6 – Driving Abroad).
10. Any proceedings brought against **you** outside the **geographical limits**, unless they result from using the **insured vehicle** in a country which **the insurer** has agreed to extend this insurance to cover (see Section 6 – Driving Abroad).
11. Any liability, injury, loss or damage caused directly or indirectly by:
 - pollution; or
 - contamination;

unless the pollution or contamination is directly caused by one incident at a specific time and place during the **period of insurance** and is:

 - sudden;
 - identifiable;
 - not deliberate; and
 - unexpected.

The insurer will consider the pollution to have happened at the time the incident took place.
12. Any death, injury, loss or damage caused directly or indirectly as a result of any deliberate act by **you** or any person driving the **insured vehicle**.

Cancellation Conditions

Your cancellation rights

The 14 day cooling off period

You have the right to cancel this **contract of motor insurance** within 14 days of the date of purchase or the day **you** get **your** insurance documentation whichever is the latter. If **you** renew **your contract of motor insurance** **you** also have a right to cancel under the cooling off period within 14 days of the start of each subsequent **period of insurance**.

If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

Alternatively, if **you** wish to cancel and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, less a proportionate deduction for the time **the insurer** has provided cover.

Please note that there will be no refund if **you** have made a total loss claim (also known as a “write off”) or there has been an incident where **you** could make a total loss claim.

If **you** do not exercise **your** right to cancel **your contract of motor insurance**, it will continue in force and **you** will be required to pay the premium.

Cancellation outside the cooling-off period

You may cancel this **contract of motor insurance** at any time by telling **Mercedes-Benz Insurance**, in writing or by email or telephone and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date than **your** original date of contact with **Mercedes-Benz Insurance**.

If **you** or someone else has not made a claim in the current **period of insurance**, **the insurer** will refund part of **your** premium. The refund will be worked out on a pro-rata basis.

The insurer will not refund any of **your** premium if the **contract of motor insurance** is cancelled following a claim whether settled or not.

If **you** cancel the policy after the cooling off period **Mercedes-Benz Insurance** will charge a cancellation fee to cover their administration costs. For details of the fee that is applicable please see **your** Terms of Business with **Mercedes-Benz Insurance**.

To cancel **your contract of motor insurance**, please contact **Mercedes-Benz Insurance** Customer Service on 0345 040 2090.

Our cancellation rights

The **insurer** or **Mercedes-Benz Insurance** acting on **the insurer's** authority may cancel this **contract of motor insurance** by giving **you** seven days' notice in writing to the last postal address **you** gave **Mercedes-Benz Insurance**.

Valid reasons may include, but are not limited to, if:

- **you** do not pay **your** premium on or before the due date;
- **you** or anyone else covered by this insurance has not met all the terms and conditions of this **contract of motor insurance**;
- a change in **your** circumstances means **the insurer** can no longer provide cover;
- **you** do not provide **the insurer** or **Mercedes-Benz Insurance** with any requested documents;
- **the insurer** identifies misrepresentation or any attempt to gain an advantage under this insurance to which **you** are not entitled;
- **the insurer** identifies **your** involvement in or association with insurance fraud and/or financial crime.

The insurance will end immediately the seven days' notice runs out. If **you** have just taken out the **contract of motor insurance** or renewed it and the premium is unpaid, **the insurer** will cancel **your contract of motor insurance** from the start/renewal date.

The insurer will refund the balance of **your** premium that applies to the remaining **period of insurance** unless fraud has been identified.

If **you** or someone else has made a claim, **the insurer** will cancel **your** cover but may not refund any premium. If **you** are paying **Mercedes-Benz Insurance** by instalments, **you** must still pay the balance of the full annual premium if a claim occurs.

If **the insurer** cancels the policy, **Mercedes-Benz Insurance** will charge **you** a cancellation fee to cover their administration costs.

If **you** produce a cancelled **certificate of motor insurance** to any person with the intention of deceiving that person into accepting it as genuine, **you** may be prosecuted.

General Conditions

The following **general conditions** apply to the whole of this **contract of motor insurance**. These describe **your** responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the **contract of motor insurance** is cancelled. If **you** do not meet the terms and conditions of this **contract of motor insurance**, it could make the cover invalid or mean **the insurer** will refuse to pay **your** claim.

1. Keeping to the Policy Terms

Your premium is based on the information **you** gave **Mercedes-Benz Insurance** and they passed to **the insurer** when **you** purchased the insurance for the first time and when **you** renew it. If any of the details on **statement of fact** change, **you** must tell **Mercedes-Benz Insurance** as soon as possible. If **you** are not sure whether **you** need to tell **us** about certain facts, **you** should contact **Mercedes-Benz Insurance** for advice. **You** should keep a record of the information **you** give in relation to this **contract of motor insurance**. If **you** did not or do not give full and accurate information, this **contract of motor insurance** may be invalid and **the insurer** may refuse to deal with any claim **you** might make.

This insurance will only apply if:

- the person claiming has kept to all the terms and conditions of this **contract of motor insurance**; and
- all the information **you** have supplied is correct and complete to the best of **your** knowledge and belief.

2. Misrepresentation, Fraud and Financial Crime

If **you** or anyone representing **you**:

- provides **Mercedes-Benz Insurance** with misleading or incorrect information to any of the questions asked when applying for, amending or renewing this insurance;
- deliberately misleads **the insurer** to obtain cover, gain a cheaper premium or more favourable terms;
- provides **Mercedes-Benz Insurance** with false documents; or
- makes a fraudulent payment by bank account and/or card.

The insurer may:

- agree to amend **your contract of motor insurance** to record the correct information, apply any relevant **policy** terms and conditions and collect any additional premium due including any premium adjustment charge to cover administration costs;
- reject a claim or reduce the amount of payment it makes;
- cancel or void **your contract of motor insurance** (treat it as if it never existed), including all other policies which **you** have with **the insurer**, and apply a cancellation premium charge.

Where fraud is identified **the insurer** will:

- Not return any premium paid by **you**;
- Recover from **you** any costs **the insurer** has incurred; and
- Pass details to fraud prevention and law enforcement agencies that may access and use this information. Other insurers may also access this information.

3. Claims Fraud

If **you** or anyone representing **you** makes a claim or part of any claim that is fraudulent, false or exaggerated **the insurer** may:

- Reject the claim or reduce the amount of payment **the insurer** makes;
- Cancel **your contract of insurance** from the date of the fraudulent act and not return any premium paid;
- Recover from **you** any costs **the insurer** has incurred relating to the fraudulent claim and any further claims notified after the date of the fraudulent act; and
- Pass details to fraud prevention and law enforcement agencies that may access and use this information. Other insurers may also access this information.

4. Right of recovery

If the law of any country which this **contract of motor insurance** covers requires **the insurer** to make payments which, but for that law, **the insurer** would not otherwise have paid, **you** must repay the amount to **the insurer**.

If any claims or other monies are paid to **you** by mistake for any reason, or a claim has been paid which **the insurer** later finds to be fraudulent, false or exaggerated, **you** must repay the amount paid to **the insurer**.

If **the insurer** has refunded any premium following cancellation, **the insurer** can take any money **you** owe **the insurer** from any payment made to **you**.

5. Care of the Vehicle

The **insured vehicle** must be covered by a valid Department of Transport Test (MOT) Certificate if **you** require one by law.

You, or any person driving the **insured vehicle** with **your** permission, must take care to avoid loss of or damage to the **insured vehicle**. For example, removing it to a safe place as soon as possible if it breaks down.

You, or any person driving the **insured vehicle** with **your** permission, should also take care of the keys, lock transmitter, entry card or other ignition control device to the **insured vehicle** to prevent them being lost or stolen.

You must always take the keys, lock transmitter, entry card or other ignition control device out of the **insured vehicle** and remove them completely when the **insured vehicle** is left at any time whatsoever (regardless of whether the **insured vehicle** is still within **your** sight) and make sure that **you** do not leave **personal belongings** on display.

You should close all the windows and sun-roofs and lock all the doors. Alarms, immobilisers and tracking devices should be turned on when fitted.

Endorsements may apply to **your** cover, setting out other requirements relating to immobilisers, alarms and tracking devices. In these cases, **the insurer** will need to see evidence that an approved alarm, immobiliser or tracking device has been fitted. These devices must always be on and working whenever the **insured vehicle** is left.

If **you**, or any person driving the **insured vehicle** with **your** permission, do not take care of the **insured vehicle** and meet any security requirements, this **contract of motor insurance** may no longer be valid and **the insurer** may not pay any claim.

You or any other person covered by this **contract of motor insurance** must do the following:

- Protect the **insured vehicle** from loss or damage;
- Keep the **insured vehicle** in an efficient and roadworthy condition. (**You** may be asked to provide details to show the **insured vehicle** was regularly maintained and kept in good condition);
- Not move or drive the **insured vehicle** in a way likely to affect safe driving or control or in a way which could cause loss or damage to it;
- Not move or drive the **insured vehicle** after an accident, fire or **theft** if to do so may cause additional damage; and
- Allow the **insurer** access to examine the **insured vehicle**.

6. Other insurance

If at the time of any incident which results in a claim under **your contract of motor insurance** there is any other insurance in force covering the same liability, loss or damage, **the insurer** will only pay their share of the claim. The share to be paid by each insurer will be determined either by agreement between **the insurers** involved or by the appropriate court.

This condition does not apply to personal accident benefits under section 5, which will be paid as stated under that section.

Additional Optional Products

There are additional products available via **Mercedes-Benz Insurance** and if **you** have purchased any of the following products full details will be enclosed with **your** documentation from **Mercedes-Benz Insurance**.

- Courtesy Van Plus;
- Breakdown Assistance; and/or
- Excess Assist.

Complaints Procedure

At **Mercedes-Benz Insurance** we strive to give an excellent service at all times but we recognise that occasionally things do go wrong. We take all complaints we receive seriously, and aim to resolve them promptly. To ensure that we provide the service **you** should expect, we welcome **your** feedback. We will record and analyse **your** comments, to make sure we continually improve the service we offer.

What will happen if you complain?

- We will acknowledge **your** complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will acknowledge **your** complaint promptly and contact **you** within 10 working days to update **you** and provide an expected date of response.

What to do if you are unhappy?

If **you** are unhappy with any aspect of the handling of **your** insurance, we would encourage **you** in the first instance to seek resolution by using the contact information that follows:

If **your** complaint is about the service provided by **Mercedes-Benz Insurance** please contact us using the details below:

Mercedes-Benz Insurance
Cornwall House, Station Approach
Princes Risborough, HP27 9DN
Telephone: 0345 040 2090
Email: customerservice@mercedes-benzcarinsurance.co.uk

If **your** complaint is about a claim please contact **the insurer** using the contact details below:

The Customer Care Department, LV Brentwood, PO Box 9104, Bournemouth, BH1 9DB
Telephone: 0800 028 9822.
Email: customercare@highway-insurance.co.uk

Regardless of whether **your** complaint concerns **Mercedes-Benz Insurance** or **the insurer**, if **your** complaint cannot be resolved within 8 weeks, or if **you** remain unhappy with the final response **you** have received **you** may refer **your** complaint to the Financial Ombudsman Service free of charge within six months of receiving the final response letter at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Telephone: 0800 023 4567 (free from landlines) or 0300 123 9123
Website: www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk

Whilst **Mercedes-Benz Insurance** or **the insurer** are bound by the decisions of the Financial Ombudsman Service, **you** are not and following the complaints procedure does not affect **your** right to take legal action.

Financial Services Compensation Scheme

If **Mercedes-Benz Insurance** or **the insurer** are unable to meet their liabilities, **you** may be able to claim compensation from the Financial Services Compensation Scheme (FSCS). There are different levels of compensation, depending on what kind of insurance **you** have. Compulsory insurance is covered for 100% of the claim and non-compulsory insurance is covered for 90% of the claim.

Further information is available from:
Financial Services Compensation Scheme 10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU

Telephone 0207 741 4100
Email: enquiries@fscs.org.uk

How the insurers use your personal information

This explains how **the insurers** collect, use and store **your** personal information. This includes any personal information given to **the insurers** about other people named on the policy, quote or claim.

The insurers want **you** to be confident about how **the insurers** use **your** personal information. As a regulated company and information controller **the insurers** take responsibility for the security and management of **your** personal information seriously. That's why **the insurers** invest in systems and processes to ensure that the way **the insurers** collect, use, share, and store **your** information meets both the regulatory and **the insurers** own high standards.

Who we are and how to contact us

Highway Insurance Company Limited is the controller of **your** personal information and is part of the LV= group of companies. For more information visit [LV.com/terms/lv-companies](https://www.lv.com/terms/lv-companies).

If **you** have any questions about how **the insurers** process **your** personal information please get in touch via: GI Customer Support, LV=, County Gates, Bournemouth, BH1 2NF or email at: GICustomerSupport@LV.com.

You can also contact **the insurers** Data Protection Officer: Data Protection Officer, LV= County Gates, Bournemouth, BH1 2NF or via email at dpo@LV.com.

Information we collect

The insurers only ask for information that **the insurers** need, and have strict controls to keep it safe. **The insurers** collect **your** personal information to provide their products and services (eg handling **your** claims) to **you**. Without the information asked for, **the insurers** can't give **you** a quote or insurance policy and it may affect the outcome of any claims **you** make. Personal information **the insurers** collect will be held in digital and/or paper files. **The insurers** collect personal information such as name, address, date of birth, criminal convictions, health, and claims history. **The insurers** also collect information which relates to the things **you** want to insure (for example **your** house or vehicles).

The insurers collect personal information about everybody named on **your** policy, quote, incident or claim when **you**:

- ask for a quote or apply for a policy
- buy and/or use a product or service
- ask **the insurers** a question
- make, or inform **the insurers** of a claim or incident
- update **your** personal details
- change **your** cover
- register a complaint
- take part in market research (eg customer satisfaction surveys)

How we use and share your personal information

The personal information **the insurers** ask for will be used by **the insurers** and third parties who process information on **the insurers** behalf. This includes organisations who administer **your** policy, service **your** claims and reinsurers.

Legal grounds for processing personal information

The insurers collect **your** personal information to provide their quotes, products and services to **you**.

As a regulated financial services organisation the **insurers** are required to comply with legal and regulatory obligations such as the prevention, detection and reporting of fraud and other financial crime.

The insurers will process personal information for their legitimate interests, when **the insurers** have a business reason to do so, to:

- develop, improve, and personalise **the insurers** products, pricing and services
- enhance **the insurers** customer service, experience, and relationship (eg customer and market research, business analysis, provide relevant product and service information)
- help detect and prevent fraud and financial crime
- develop and improve **the insurers** administration, security systems and insurance applications
- share it with third parties in the event of organisational change (eg if **the insurers** bought or merged with another organisation)
- share personal information with other LV= companies

If **the insurers** need **your** consent to process personal information **the insurers** will ask for this first. **You** can withdraw **your** consent at any time.

The insurers will ask for **your** consent (or next of kin's), to obtain any medical / health information **the insurers** need. In an emergency **the insurers** will manage claims until **you** or someone else is able to act on **your** behalf.

Automated decision making and profiling

The insurers use automated decision making to help determine the prices, policy terms, relevant products/services, when **you** research or ask for a quote, buy insurance, make any changes, renew or make a claim. **The insurers** may also profile **you** based on **your** personal information and that provided by third parties. Profiling may be used to help determine the likelihood of a claim or policy transaction being fraudulent.

Profiling will also be used to enhance **the insurers** understanding of **you** and to inform **the insurers** business decisions (eg product design, pricing, customer journeys or marketing strategy).

Please see the personal information rights section below.

Multiple policies at the same address

The insurers may provide a discount if there is more than one policy at the same address. This could result in anyone at the address who has a policy or quote with **the insurers** then being made aware that someone else living there also has insurance with **the insurers**.

International transfers

In the event that **the insurers** process personal information outside the UK, the processing in those locations is protected by UK and European data standards.

Where **your** claim occurs abroad **the insurers** will also send data to the necessary service providers and agencies as required to service **your** claim.

Financial crime & fraud prevention agencies

The personal information **the insurers** have collected will be shared with crime prevention agencies who will use it to prevent financial crime and fraud and to verify **your** identity. If financial crime or fraud is detected, **you** could be refused certain services, finance or employment. Where **the insurers** suspect financial crime or fraud, **the insurers** may cancel any policies **you** have with **the insurers**, not be able to pay any claim or offer **you** the requested product or service. **The insurers** may share relevant information with crime and fraud prevention agencies, law enforcement agencies and other relevant organisations.

Regulatory bodies

Your personal information will be used or disclosed as required to regulators to monitor and enforce **the insurers** compliance with any regulation.

Claims and Underwriting Exchange and other databases

You must tell **the insurers** about any claim or accident, even if it wasn't **your** fault. **The insurers** will share this information and **your** personal details with databases such as the Claims and Underwriting Exchange (CUE). **The insurers** may search these databases when **you** apply for insurance, make a claim or renew **your** policy, to validate **your** claims history (or that of any other person or property likely to be involved in the insurance or claim).

Credit search and identity check

In order to process **your** application **the insurers** will supply **your** personal information to credit reference agencies (CRAs) and they'll give **the insurers** information about **you**, such as about **your** financial history. **The insurers** do this to assess creditworthiness, check **your** identity, manage **your** account, trace and recover debts and prevent fraud and other financial crime.

The insurers will also continue to exchange information about **you** with CRAs on an ongoing basis, including about **your** settled accounts and any debts not fully repaid on time. CRAs will share **your** personal information with other organisations. **Your** data will also be linked to the data of any joint applicants or other financial associates **you** have.

The identities of the CRAs and the ways in which they use and share personal information are explained in more detail at experian.co.uk/crain, callcredit.co.uk/crain and equifax.co.uk/crain.

Brokers

If **the insurers** get **your** details from an insurance broker, **your** personal information (eg policy details, claims, payment, suspected fraud and other financial crime information) will be shared with them.

Partner or affinity associations

If **you** get a quote or buy through one of **the insurers** partner or affinity associations, **the insurers** may pass some of **your** personal information back to them (eg policy details, claims, membership and suspected fraud and other financial crime information).

Incidents or claims

When **you** tell **the insurers** about an incident or claim **the insurers** will share this with relevant agencies and appropriate service providers. **The insurers** will also collect information from anyone else involved as necessary, eg claimant, witnesses or police.

Public information

The insurers may use public information (such as electoral roll, county court judgements, vehicle taxation status, MOT status, bankruptcy or repossessions).

Industry databases

The insurers will check and exchange information with industry databases, such as:

- credit reference company data (eg credit scores)
- geographical (eg flood scores, information about a location)
- demographics (eg modelled data on household incomes, credit reference agency scores)
- insurance and claims history (eg previous claims, No Claim Discount)
- motoring conviction history (eg DVLA MyLicence service)
- information about what **you** want to insure or make a claim for (eg vehicle repair history, vehicle finance data, property information, building council tax band)
- financial crime and fraud prevention databases (also refer to financial crime and fraud prevention agencies section)
- claims compensation and recovery databases (eg reimbursement of NHS costs resulting from an accident)

Specialist services the insurers use

The insurers use other companies to provide some services, eg banks and building societies, breakdown and recovery agents, claims adjusters, claims suppliers, legal service providers, communication services, debt recovery agencies, marketing, fraud and other financial crime investigation services etc. They'll be given the personal information they (or their sub-contractors) need to manage their service.

Market research agencies

The insurers may share **your** personal information with market research agencies who will conduct market research and business analysis on **the insurers** behalf.

Reinsurers and reinsurance brokers

The insurers may need to share any personal information, including policy, claims, medical, and suspected fraud and other financial crime information, with **the insurers** reinsurers and reinsurance brokers. Reinsurers provide insurance policies to insurance companies. Insurance companies engage a reinsurance broker to advise and assist in arranging a re-insurance policy.

Other insurers

When necessary **the insurers** share **your** personal information with other insurers if **you** make a claim, to verify that the information **you've** provided is correct and prevent financial crime and fraud. If **you** move to a new insurer **the insurers** may confirm certain details about **your** insurance to them. **The insurers** will only do this if **the insurers** are sure it's a genuine request.

DVLA

If **you** give **the insurers** a driving licence number when getting a motor insurance quote, **the insurers** will pass it to the DVLA MyLicence service to verify the status of the licence and entitlement. **The insurers** will then get any relevant restriction information, endorsements and/or conviction data.

Motor Insurance Database

The insurers will add details about **your** insurance policy to the Motor Insurance Database (MID) which is managed by the Motor Insurers' Bureau (MIB). The MID and the data stored on it may be used by the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- electronic licensing
- continuous insurance enforcement
- law enforcement (prevention, detection, apprehension and / or prosecution of offenders)
- the provisions of government services and / or other services aimed at reducing uninsured driving

If **you're** involved in a road traffic accident (either in the UK or abroad), insurers and / or the MIB may search the MID to obtain relevant information. Other persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including foreign citizens) may also obtain relevant information held on the MID.

It's important that the MID holds **your** correct registration number. If not, **you** risk the Police seizing **your** vehicle. **You** can check that **your** registration number is shown on the MID at askmid.com

Medical and other health services

If **you** make a claim and give **the insurers your** consent, **the insurers** will get **your** medical information from the relevant health provider, eg doctor or hospital.

Claimants

The insurers may be given information by a claimant or their representative, a witness or family member, to support a claim or to pursue a claim against **your** policy.

Other insured parties

An insured party on **your** policy (eg named driver) may notify **the insurers** of an incident or claim against **your** policy.

Law enforcement and government agencies

Information may be given to **the insurers** by law enforcement agencies (eg the police) about an incident which may result in a claim or may affect a policy or ongoing claim.

Giving someone permission to talk to us about your policy

The insurers can only talk about **your** policy to **you** or someone **the insurers** are satisfied that **you've** authorised to talk to **the insurers**, on **your** behalf.

Communications

When **you** contact **the insurers**, personal information that **you** give **the insurers** will be recorded. This helps **the insurers** improve customer service, train staff, respond to complaints and prevent fraud and other financial crime.

All communications will be in English. **You** can get this document from **the insurers** in Braille, large print or audiotape by contacting **the insurers**.

Cookies

The insurers use cookies to enhance **your** online experience and help **the insurers** understand how their website can be improved. **The insurers** don't store any contact details or banking information and **the insurers** will only remember **your** last visit. If **you** want to find out more or stop **the insurers** from using cookies, please see **the insurers** cookie policy on their website for more information.

How long the insurers keep your personal information

If **you** buy a policy **the insurers** will keep all personal information for 7 years after the policy ends to ensure **the insurers** meet **the insurers** statutory and regulatory obligations (eg as laid down by the HMRC, MIB), and to allow **the insurers** to manage complaints or claims.

From 7 years and up to 40 years after the policy ended **the insurers** will keep the personal information **the insurers** need for analysis purposes (eg risk and business modelling such as for pricing) and so that **the insurers** can identify who and what was covered by the policy. Beyond 40 years **the insurers** will keep information **the insurers** need for longer term analysis (eg weather event modelling).

In exceptional cases **the insurers** may need to keep claim information for longer than 40 years (eg where serious injury has occurred and there is potential need to provide life-long care to an injured person).

The insurers will keep **your** quote for up to 1 year.

Your personal information rights

You have a right in certain circumstances to:

- access the personal information **the insurers** hold about **you**
- correct personal information
- have **your** personal information deleted
- restrict **the insurers** processing **your** personal information
- receive **your** personal information in a portable format, and
- object to **the insurers** processing **your** personal information

You can also ask for a person to review an automated decision.

If **you** want to find out more or to exercise these rights please contact **the insurers**: GI Customer Support, LV=, County Gates, Bournemouth, BH1 2NF or email at GICustomerSupport@LV.com.

Your right to make a complaint

If **you** have a complaint about the way **the insurers** process **your** personal data please contact **the insurers**.

You can also raise **your** complaint with the Information Commissioner's Office on 0303 123 1113 or visit ico.org.uk/concerns.

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For mutual security, calls are recorded and/or monitored for training purposes. Please note, we may decline to quote in some circumstances.

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Correspondence Address: Cornwall House, Station Approach, Princes Risborough, Buckinghamshire, HP27 9DN.

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The motor insurance policy is underwritten by the insurer shown on your policy schedule and certificate of motor insurance.