



Yorkshire Bank Chambers, Fargate, Sheffield S1 2HD  
Tel 0114 250 2770 Fax 0114 250 2777

## **Lorry & Low Loaders Insurance**

Thank you for your enquiry.

Herewith are full details of our Lorry & Low Loader Insurance. The policy is designed to provide cover for rigid or articulated vehicles above 7.5t Gross Vehicle Weight which are used principally for the transportation of steam road vehicles, portable engines or historic vehicles and their ancillary equipment such as living vans, trailers, water carts and implements.

The main features are: -

- Cover provided is comprehensive with a £250 accidental damage fire and theft excess.
- Windscreen cover with a £50 excess is included
- There is an annual mileage limit of 5000 miles.
- Driving is permitted by any licensed driver over age 25 with your consent.
- Use is restricted to social domestic and pleasure (this would include transporting an engine not belonging to you provided you receive no remuneration other than out of pocket expenses and fuel expenses). Use for hire or reward is excluded.
- Uninsured Loss Recovery is automatically included without charge

The annual premium for each rigid bodied lorry and for each articulated tractor unit and one articulated trailer is £255.00 including 6% Insurance Premium Tax. The annual premium for each additional specified articulated trailer is £45.90 including 6% Insurance Premium Tax. A monthly direct debit premium facility is available operated by Premium Credit Ltd (7.75% service charge (min £10.00 charge), 22.4% APR variable with payment over 10 months)

The premium rates shown are valid until 31 December 2011

May we draw your attention specifically to the Demands and Needs Statement on page 8 and our Terms of Business for this specific insurance on pages 9 and 10.

Cover will be confirmed on receipt of your satisfactorily completed proposal form and your payment of the premium. Your policy and certificate of motor insurance will be issued by return.

Could we also draw your attention to your duty to disclose any information that may affect your insurance. Failure to do so may render the insurance policy void at the option of the insurers.

If you have any queries please do not hesitate to contact us by email or by telephone on 0114 250 2770.

# LORRY & LOW LOADER INSURANCE

Arranged by Walker Midgley Insurance Brokers  
Underwritten by Royal & Sun Alliance Insurance plc and Financial & Legal Insurance Co Ltd

Lorry and Low Loader Insurance is designed to provide cover for rigid (including beaver tail) or articulated vehicles, 7.5t Gross Vehicle Weight and above, which are used for social domestic and pleasure purposes only which includes the transportation of steam road vehicles, portable engines, vintage tractors, historic vehicles, living vans, trailers, water carts, implements and the like. There is no vehicle age limit and historic commercials may be covered. Cover is included for both front loading and rear loading low loader trailers. The cover provided is Comprehensive with a £250 accidental damage fire and theft excess, social domestic and pleasure use only with driving by any person over age 25. There is a maximum annual mileage of 5000 (on application this may be extended).

Sections 1 and 2 are underwritten by Royal & Sun Alliance Insurance plc and Section 3 is underwritten by Financial & Legal Insurance Company Limited. Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws. Unless the parties agree otherwise in writing, the Insurer has agreed with the Insured that the law which applies to this contract is the law which applies in the part of the United Kingdom in which the Insured is based, or, if the Insured is based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which the Insured is based.

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which the Insured is based.

The language used in the policy and any communication relating to it will be English. This summary of cover does not contain the full policy wordings, copies of the Master Policies are available on request from Walker Midgley Insurance Brokers to whom all queries and correspondence should also be addressed.

The Lorry and Low Loader Insurance Policy is an annual policy. Section 3, KeyStart Motor Legal Expenses, is automatically included without charge. The inception date of the cover may be at any time during the year and may be chosen to suit individual requirements and existing renewal dates may be changed. At least 21 days before policy renewal we will automatically send renewal documents telling you the premium and terms and conditions that will apply for the following year. Amendments to the policy may be made at any time during the year with an appropriate premium adjustment being charged. Premium payment may be made by cheque, debit/credit card or BACS. We also have a monthly direct debit premium payment facility which is operated by Premium Credit Ltd (7.75% service charge (minimum £10.00 charge) 22.4% APR variable with payment over 10 months - full details will be sent on request). All premiums/premium rates shown include Insurance Premium Tax (IPT) at the current rate of 6%.



## **SECTION 1 - THIRD PARTY & PUBLIC LIABILITY**

(Underwritten by Royal & Sun Alliance Insurance plc)

**What is Insured:** The Select Insurance Cover for Lorries & Low Loaders Policy provides Third Party Insurance, which includes passenger liability and Road Traffic Act cover, with a limit of indemnity of £1,000,000 for specified Rigid Bodied Lorries 7.5t Gross Vehicle Weight and above, Articulated Tractor Units and articulated trailers (front loading and/or rear loading and/or their accessories or spare parts on them) specified in the schedule plus articulated trailers (front loading and/or rear loading and/or its accessories or spare parts on it) not specified in the schedule but which are attached to or have been attached to and are temporarily detached from but remain in the vicinity of a motor vehicle specified in the schedule.

Also included is cover for your liability arising out of the negligent acts of passengers.

Cover for your liability for third party property damage caused by vibration or by the weight of your vehicle or its load is included up to a limit of £500,000 for any one claim or claims arising out of one incident.

Third Party cover for living vans, trailers, water carts, implements and the like and for other motor vehicles or steam vehicles whether or not disabled not owned by you is included whilst they are attached to your vehicle either by drawbar, or by pushbar, or by cable, or by chain or the like.

The insurers will indemnify you in respect of legal liability incurred for damages and claimants costs and expenses in respect of accidental

- death of or bodily injury to any person including passengers
- loss of or damage to material property up to a limit of £1,000,000 any one claim or number of claims arising out of one cause
- stoppage of or interference with pedestrian vehicular rail air or waterborne traffic or escape or discharge of any substance or gas up to a limit of £1,000,000 any one claim or number of claims arising out of one cause

in connection with the use of the motor vehicle (including loading or unloading)

The insurers will in addition pay in respect of any event which may be the subject of indemnity under this section

- solicitors fees for representation at any coroners inquest or fatal inquiry or court of summary jurisdiction
- costs and expenses incurred with their written consent
- the costs of defence against a charge of manslaughter or causing death by dangerous driving

The insurers will also indemnify

- a) any person permitted to drive the motor vehicle under the Terms of the Certificate of Motor Insurance
- b) any passenger in the motor vehicle other than the driver
- c) the legal personal representatives of any person entitled to indemnity under this section in respect of liability incurred by that person

**Geographical Limits:** Cover operates in the United Kingdom and Europe – the Certificate of Motor Insurance issued incorporates an annual Green Card

**Mileage:** Policy cover is restricted to vehicles which are driven for a maximum of 5000 miles per year (this may be extended on application)

**Permitted Drivers:** Driving is permitted by any person aged 25 or over that is driving on your order or with your permission. The driver must be the holder of, or not be disqualified from holding, the appropriate full or provisional driving licence.

**Use:** The Permitted Classes of Use are: -

1. use for social domestic and pleasure purposes
  2. use whilst towing
- excluding use for any business purposes or for hire or reward

**Note:** Use for social domestic and pleasure purposes includes transporting an engine, vehicle, or other load, not belonging to you provided you receive no remuneration other than reasonable out of pocket expenses and fuel expenses

**Special Note:** This cover excludes any liability arising out of any business activities

**Excess:** a £100 property damage excess applies to each and every claim

**Abuse:** Insurers shall not be liable for claims arising from abuse. Abuse shall mean: -

- a) acts of hurting or injuring mentally or physically by maltreatment or ill-use
- b) acts of forcing sexual activity rape or molestation or
- c) repeated or continuing contemptuous coarse or insulting words or behaviours

#### **Terrorism Exclusion:**

The Company shall not be liable for injury or loss of or damage to Property in respect of legal liability arising directly or indirectly out of terrorism.

Terrorism shall mean an act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any government de jure or de facto.

#### **Asbestos:**

Fear of asbestos and removal Costs Exclusion:

Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous temolite or any mixture containing any of those materials

Asbestos Dust shall mean fibres or particles of asbestos. Asbestos Containing Materials shall mean any material containing Asbestos or Asbestos Dust

Indemnity will not apply to legal liability for bodily injury or mental injury to or death disease or illness of any person employed arising out of and in the course of employment by you in the business

Indemnity will not apply to legal liability for the costs of remedying

a) any defect or alleged defect

b) the presence of Asbestos, Asbestos Dust, or Asbestos containing Materials in premises disposed of by you

Indemnity will not apply to legal liability for mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials

Indemnity will not apply to legal liability for the costs of management (including those of any persons under statutory duty to manage) removal repair alterations recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials

## **SECTION 2 - ACCIDENTAL DAMAGE FIRE & THEFT**

(Underwritten by Royal & Sun Alliance Insurance plc)

### **What is Insured:**

- 1) Your motor vehicle as specified in the schedule (and/or its accessories or spare parts on it) if damaged stolen or taken without your permission anywhere in the United Kingdom or Europe including whilst in transit.
- 2) Your articulated trailer (front loading and/or rear loading and/or its accessories or spare parts on it) as specified in the schedule or an articulated trailer (front loading and/or rear loading and/or its accessories or spare parts on it) not specified in the schedule but which is attached to or has been attached to and is temporarily detached from but remains in the vicinity of a motor vehicle specified in the schedule if damaged stolen or taken without your permission anywhere in the United Kingdom or Europe including whilst in transit.

The perils covered are: -

- |  |  |
|--|--|
| a) Fire, Explosion, Lightning & Aircraft                         | f) Sprinkler Leakage                                     |
| b) Earthquake  | g) Theft   |
| c) Riot/Civil Commotion/Malicious Damage                         | h) Subsidence ground heave or landslip                   |
| d) Storm, Flood, Escape of water from any tank apparatus or pipe | i) Any other accident (which includes accidental damage) |
| e) Impact by any Road and/or Rail vehicle                        |  |

### **Claims**

Theft of an unattended vehicle is subject to the vehicle being locked, with any fitted alarms and immobilisers being set and in operation.

**Rigid Bodied Lorry or Articulated Tractor Unit** - If a motor vehicle specified on the schedule (and/or its accessories or spare parts on it) is lost or damaged the Insurers will indemnify you by at their own option repairing or replacing the motor vehicle or paying the amount of loss or damage. The insurers liability in respect of the motor vehicle including accessories or spare parts but excluding any trailer attached to it shall not exceed whichever is the lesser of

- a) the market value of the motor vehicle including its accessories and spare parts on it
- or
- b) £20000

**Articulated Trailers** - If an articulated trailer specified on the schedule (front loading and/or rear loading and/or its accessories or spare parts on it) or an articulated trailer (front loading and/or rear loading and/or its accessories or spare parts on it) not specified in the schedule but which is attached to or has been attached to and is temporarily detached from but remains in the vicinity of a motor vehicle specified in the schedule is lost or damaged the Insurers will indemnify you by at their own option repairing or replacing the articulated trailer or paying the amount of loss or damage. The insurers liability in respect of the articulated trailer including accessories or spare parts shall not exceed whichever is the lesser of

- a) the market value of the articulated trailer including its accessories and spare parts on it
- or
- b) £10000

If after an accident your vehicle cannot be driven the reasonable costs of taking it and its load to your home address or to a repairer near to your home address are included. Special Note: - the cost of repairing damage occasioned during and by reason of recovery is excluded.

Any incidence of theft must be reported to the police.

### **What is not insured: -**

Loss or damage to the load being carried (separate cover required)  
Loss of use, loss of market value for any reason  
Loss or damage caused by mechanical or electrical faults failures breakdowns or derangements  
Loss or damage caused by wear tear deterioration insect vermin mildew wet & dry rot woodworm atmospheric conditions corrosion act of light heat or any other gradually operating cause  
Damage to tyres from breaking or by punctures cuts or bursts  
Loss of or damage to your vehicle resulting from someone taking it by fraud or trickery  
The first £250 of each and every claim reduced to the first £50 of any claim solely for the replacement (but not repair) of glass in the windscreen or windows of the motor vehicle and any repairs to the bodywork resulting from the glass breakage

## **PREMIUM**

**Section 1 and Section 2 must be taken together (ie Section 1 is not available without Section 2 and Section 2 is not available without Section 1)**

**Section 3 – KeyStart Motor Legal Expenses is automatically included without charge**

**Annual Premium for each rigid bodied lorry - £255.00 (inc 6% Insurance Premium Tax)**

**Annual Premium for each articulated tractor unit including one articulated trailer - £255.00 (inc 6% Insurance Premium Tax)**

**Additional annual premium for each additional specified articulated trailer - £45.90 (inc 6% Insurance Premium Tax)**

## TERRORISM EXCLUSION

The insurance provided by Sections 2 and 4 does not cover Damage or loss resulting from Damage occasioned by or happening through or in consequence directly or indirectly of: -

- a) terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- b) in Northern Ireland civil commotion

This policy also excludes damage or loss resulting from damage directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to an act of Terrorism

Terrorism means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

In any action suit or other proceedings where the insurers alleges that by reason of this exclusion any damage or loss resulting from damage is not covered by this policy the burden of proving that such damage or loss is covered shall be upon you

## Motor Insurance Database

If your steam road vehicle is registered for the road policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing and by the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If you are involved in an accident (in the UK or abroad), other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to obtain relevant policy information. Persons with a valid claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. You can find out more about this from your insurer, or at [www.miic.org.uk](http://www.miic.org.uk)



### How we use your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

#### Who we are

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, 'we' 'us' and 'our' refers to the Group unless otherwise stated.

#### How your information will be used and who we share it with

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties. If you contact us electronically, we may collect your electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services.

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

**Sensitive Information**

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

**How to contact us**

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to: Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax

**Complaints Procedure**

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

**Our complaints process**

Initially please raise your concerns with your usual business contact. Once we have reviewed your complaint we will issue our business decision in writing. If upon receipt of this you remain dissatisfied, you can escalate your complaint to our Customer Relations Office who will conduct a separate investigation. This will be concluded with the issue of the company's final decision in writing.

**Customer Relations Contact Details**

Customer Relations Office  
RSA  
Bowling Mill  
Dean Clough Industrial Estate  
Halifax  
HX3 5WA

**What to do if you are still not satisfied**

If you are still not satisfied, Royal & Sun Alliance Insurance plc is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you may be able to refer your complaint to them.

Insurance Division  
The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

**Your rights**

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

**Compensation**

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

**CANCELLATION RIGHTS**

If having checked your policy you decide not to proceed with our insurance you have a statutory right to cancel it within 14 days starting on the date you receive your policy documentation. To cancel please write to the address or call the number shown on your policy documentation. On receipt of your notice and return of your Motor Insurance Certificate(s) we will refund any premiums paid, except when you have already made a claim under your policy.

**TERMINATION OF THE CONTRACT**

You may cancel the contract by giving us 14 days notice in writing. If you cancel the policy you may be entitled to a refund of premium provided that no claim has been made during the current period of insurance.

We may cancel this policy by giving you at least 14 days notice at your last known address. If we cancel the policy, we will refund any premiums already paid for the remainder of the current period of insurance.

Royal & Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St Mark's Court, Chart Way, Horsham, RH12 1XL  
Authorised and regulated by the Financial Services Authority



### **SECTION 3 – KEYSTART MOTOR LEGAL EXPENSES**

(Underwritten by Financial & Legal Insurance Company Ltd)

This section is automatically included without charge

This is a summary of the provisions of the KeyStart Motor Legal Expenses Policy

1. What is this summary about? This Policy Summary is only a summary and does not contain the full terms and conditions of the insurance contract into which you will be entering. The full terms and conditions can be found in the Certificate of Insurance a copy of which is available from Walker Midgley Insurance Brokers Limited. If you have any queries you should raise them with Walker Midgley or with MSL Legal Expenses Ltd.

2. Who is the insurer under the Policy? Your Insurance Policy contract will be made with Financial & Legal Insurance Company Limited Registered in England under Company No: 03034220 ("F&L") and by the Financial Services Authority under number 202915 and whose registered office and business address is set out in paragraph 9 whose associated company, MSL Legal Expenses Limited ("MSL"), will act as F&L's administrative agent and manager in connection with your Policy of Insurance.

3. What kind of policy is KeyStart? Your KeyStart Policy is basically a "Motor Legal Expenses Policy" providing cover to enable you to bring legal proceedings (and to defend any counterclaim made against you) to recover losses sustained by you in an incident involving your vehicle for which you are not to blame and which are not covered by the motor insurance policy which you are by law required to have in place in respect of the motorised vehicle you are driving ("your Select Insurance Cover for Lorries and Low Loaders Insurance Policy".) Your KeyStart Policy operates alongside your Select Insurance Cover for Lorries and Low Loaders Insurance Policy.

4. What are the main features of the cover provided? Your KeyStart Policy, subject to the points made in paragraph 5 below, will give you the following cover and benefits in respect of incidents occurring during the "Period of Cover" (as explained in paragraph 6 below):

- up to £100,000 of legal costs and expenses (incurred by you or awarded against you by a court where there has been a counterclaim to your claim) in connection with a claim against the other person(s) involved in the incident
- up to £1,000 towards legal costs and expenses incurred by you in defending a prosecution for a motoring offence (other than a parking offence or an offence relating to driving without insurance) providing that MSL is satisfied that there is a genuine defence to the prosecution

5. Are there any limitations on, and/or exclusions of, the cover provided? In order to obtain the benefits of your KeyStart policy: -

- You must notify MSL within 60 days of any incident giving rise to a potential claim and within 14 days of your receiving a notice of intended prosecution

- MSL will only accept a claim (and/or continue cover) under your KeyStart Policy if it (and F&L) is satisfied that there are reasonable grounds in law (with reasonable prospects of success) for bringing the claim. If you do not agree with our decision on this you have the right to obtain at your cost an opinion from counsel as to the merits of the proposed claim. If that opinion clearly states that there are reasonable grounds for pursuing the claim and MSL accepts it, the fees paid by you for that opinion will be met under your KeyStart Policy

- You and MSL must agree upon the lawyer who shall act for you in connection with the claim (the "appointed representative") and you must co-operate with him/her in the handling of your claim

Your KeyStart Policy will NOT give you any cover: -

- a) if you are not insured under a Motor Insurance Policy or your insurer under that policy is, at the time of the event giving rise to a potential claim, entitled to repudiate that policy
- b) if event giving rise to the claim has occurred on a public road and if you (or the authorised driver of your vehicle) do not hold a valid driving licence at the time of the event giving rise to the claim
- c) for legal expenses incurred before MSL has agreed to pay them on your behalf
- d) if the appointed representative refuses to act for you (other than by reason of a conflict of interest on the representatives part)
- e) for fines, damages or other penalties which you are ordered to pay by a court
- f) If you have other insurance cover which entitles you to recover legal expenses (except for the amount of any excess which you are required to pay under such other insurance)

In connection with a claim for the costs of defending a prosecution for a motoring offence:

- a) you will be responsible for the first £100 of the costs incurred by the appointed representative
- b) no more than two claims will be covered in any period of insurance (not counting claims which MSL refuses to fund)

6. When will I be 'covered'? Your cover under the KeyStart Policy will commence upon the date when MSL has agreed to accept your premium and that date will be shown on the front of the Certificate of Insurance given to you. The cover under the policy will expire twelve months thereafter or, if earlier, the date upon which your Motor Insurance Policy, in force at the date of commencement of KeyStart cover, expires.

7. Can I cancel the Policy? You have a right to cancel your KeyStart Policy within 14 days of the date upon which you receive your Certificate of Insurance. You should notify Walker Midgley Insurance Brokers Ltd in writing and enclose the Certificate of Insurance if you wish to cancel your KeyStart Policy. Your cover will cease from the day you deliver or post your notice of cancellation. If you do not give notice of cancellation within the 14 day period you will be responsible for payment of the agreed premium.

8. How do I make a claim? If you have a claim, you must make it as soon as possible (and, in any event, within the time limits mentioned in paragraph 5 above) either by telephone (confirmed in writing) to MSL on 0800 387165 and your written communication should be addressed to MSL Legal Expenses Limited, Ashfield House, Ashfield Road, Cheadle, Cheshire, SK8 1BB

9. How do I raise a complaint? If you wish to register a complaint in connection with the policy, please contact MSL: - in writing to The Claims Manager, MSL Legal Expenses Limited, Ashfield House, Ashfield Road, Cheadle, Cheshire SK8 1BB or by telephone 0870 7554488 or by fax 0870 7523401

If you are not satisfied with the outcome of MSL's response, you may refer the complaint in writing to the Managing Director, Financial & Legal Insurance Company Ltd., Ashfield House, Ashfield Road, Cheadle, Cheshire, SK8 1BB.

If the complaint can still not be settled, you may be entitled to refer it to the Financial Ombudsman Service

10. Will I be protected by the Financial Services Compensation Scheme? MSL (and F&L) are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If MSL and F&L are unable to meet their obligations under the KeyStart Policy you may be entitled to compensation from the Compensation Scheme.

**MEETING YOUR DEMANDS & NEEDS**

The Lorry and Low Loader Insurance Scheme allows you to choose the level of cover from a range of options. The choices you make will depend on your personal circumstances. The covers listed below meet the demands & needs of those wishing to benefit from the following protection:

Section 1 – Third Party & Public Liability <small>underwritten by Royal &amp; Sun Alliance Insurance plc</small>	Your legal liability for injury to persons or damage to third party property including liability cover as required by the Road Traffic Act
Section 2 – Accidental Damage Fire & Theft <small>underwritten by Royal &amp; Sun Alliance Insurance plc</small>	Loss or damage to your lorry or low loader by specified causes
Section 3 – KeyStart Motor Legal Expenses <small>underwritten by Financial &amp; Legal Insurance Company Ltd</small>	Provides cover to enable you to bring legal proceedings (and to defend any counterclaim made against you) to recover losses sustained by you in an incident involving your vehicle for which you are not to blame and which are not covered by the Select Insurance for Lorries and Low Loaders Insurance policy

Further details of these and other benefits can be found in pages 1 to 7 of this document.

For the Lorry and Low Loader Insurance Scheme we use Royal & Sun Alliance Insurance plc for sections 1 and 2 and Financial & Legal Insurance Company Limited for section 3. We have selected these insurers as offering value for money and quality service.

This statement does not form part of the terms and conditions of your policy.

**WALKER MIDGLEY INSURANCE BROKERS LIMITED - TERMS OF BUSINESS:**

**By accepting these Terms of Business, you are giving your consent to the actions described in the following sections. Please read this document carefully.**

**COMPANY DETAILS:** Walker Midgley Insurance Brokers Ltd, Yorkshire Bank Chambers, Fargate, Sheffield, S1 2HD Telephone: 0114 250 2770 Fax: 0114 250 2777. Walker Midgley Insurance Brokers Limited is authorised and regulated by the Financial Services Authority. Our Firm Reference Number (FRN) is 144231. You can check this on the FSA register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or telephone the FSA on 0845 606 1234.

**OUR SERVICE:** We offer a wide range of insurance products and have access to leading insurers in the marketplace. For the Lorry and Low Loader Insurance Scheme we have selected Royal Sun Alliance Insurance plc as offering value for money and quality service.

We will explain the main features of the products and services that we offer you including details of the provider, main details of cover and benefits, any unusual restrictions or exclusions, any significant conditions or obligations and the period of cover.

We will make a recommendation for you after we have assessed your needs, or advise you if we are unable to place your insurance. In some circumstances we provide information only and do not therefore make a personal recommendation. The documentation we provide will make it clear whether the sale is provided on an advised or non advised basis.

Our normal hours of business are 9.00am to 5.00pm Monday to Friday

**CONFIDENTIALITY AND DATA PROTECTION:** All information about you of a sensitive or personal nature will be treated as private and confidential. We will however use and disclose the information we have about you in the course of arranging, placing and administering your insurance. This may involve passing information about you to insurers, other intermediaries, risk management assessors, uninsured loss recovery agencies and other third parties involved (directly or indirectly) in your insurance.

To make sure you get our best deal and to ascertain the most appropriate payment options for you and to protect you from fraud, we use public and personal data from a variety of sources, including credit reference agencies and other organisations. Our search will appear on your credit report whether or not your application proceeds, By agreeing to the terms and conditions you agree to these uses of your information.

We may also pass information about you to credit reference agencies and premium finance providers in connection with the assessment of your financial standing generally and, in particular, where you have requested a premium instalment plan – this may include details of your payment record with us.

We may also pass information about you to other companies with which we are associated. We or they may also use the information we hold about you to provide you with information on other products and services we or they can offer and which we or they feel may be of interest to you. Please notify us promptly in writing if you do not wish your details to be used for any of these purposes otherwise we shall treat the issue of these Terms as evidence of your informed consent.

In the interests of security and to improve our service, telephone calls you make to us may be monitored and /or recorded for training purposes.

**SOLVENCY OF INSURERS:** We cannot guarantee the solvency of any insurer with which we place business. This means that you may still be liable for any premium due and not be able to recover the premium paid, whether in full or in part, should an insurer become insolvent.

**YOUR DUTY TO DISCLOSE INFORMATION:** It is your responsibility to provide complete and accurate information to insurers when you take out an insurance policy, throughout the life of the policy, and when you renew your insurance.

It is important that you ensure all statements you make on proposal forms, claim forms and other documents are full and accurate and we recommend that you keep a copy of all correspondence in relation to the arrangement of your insurance.

Please also note that any renewal of insurance will be made in reliance upon the information provided by you in connection with your previous insurance policy – we will assume that such information remains correct unless you tell us otherwise.

Please note that if you fail to disclose any material information to us and your insurers, this could invalidate your insurance cover and could mean that part or all of a claim may not be paid. You should take particular care to check the accuracy of all information you provide.

If in doubt about any point in relation to material facts please contact us immediately.

**NOTIFICATION OF INCIDENTS/CLAIMS:** It is essential to notify us immediately of all incidents that may result in a claim against your insurance policy. You must do so whether you believe you are liable or not. Any letter or claim received by you must be passed to us immediately, without acknowledgement.

Only by providing prompt notification of incidents can your insurance company take steps to protect your interests.

Your policy summary and/or policy document will provide you with details on who to contact to make a claim.

Claims payment will be made in favour of you. If you require a payment to be made to a third party then you must confirm the required payee name and details and provide a brief explanation for your request.

Please contact us for guidance on claiming under your policy.

**CANCELLATION:** Your policy document will detail your rights to cancel your insurance once you have taken it out. You will be entitled to cancel within 14 days of either conclusion of the contract or receiving your policy documentation, whichever occurs later. This is often referred to as a cooling off period.

Where you cancel a policy before renewal you will be responsible for paying a charge to meet the cost of cover provided and administration expenses. Please see the Refunds section.

To enable your insurer to process the cancellation, you will need to return certificates and any official documents to our office within 30 days of your notice to cancel.

**FINANCIAL SERVICES COMPENSATION SCHEME (FSCS):** We are covered by the Financial Services Compensation Scheme and you may be entitled to compensation from the scheme if we cannot meet our obligations.

Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme at <http://www.fscs.org.uk>

**COMPLAINTS:** It is our intention to provide you with the highest possible level of customer service at all times. However we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly

Should you wish to complain you may do so:

- In writing to the Complaints Manager Mr A P Wood
- By telephone on 0114 250 2770
- By Fax on 0114 250 2777
- By e-mail at [enquiries@walkermidgley.co.uk](mailto:enquiries@walkermidgley.co.uk)
- In person by visiting our office (see above for address)

Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS).

Further details will be supplied at the time of responding to your complaint.

**TERMS OF PAYMENT:** Our payment terms are as follows (unless specifically agreed by us in writing to the contrary):

- New policies: immediate payment on or before the inception date of the policy
- Alterations to existing policies: immediate payment on or before the effective date of the change
- Renewals: due in full before the renewal date

If payment is not received from you in accordance with the above terms, we, or your insurer may be forced to cancel or lapse the relevant policy/policies, which could mean that part or all of a claim may not be paid.

When renewal is invited and the policy is paid by monthly direct debit, we will issue a notice to you. To ensure you are not left without cover, the absence of a response to this notice will be deemed as your consent to cover being renewed automatically.

If any direct debit or other payment due in respect of any credit agreement you enter into to pay insurance premiums is not met when presented for payment or if you end the credit agreement we will be informed of such events by the credit provider.

If you do not make other arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being so informed, instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurer and if any money is owed under your credit agreement pay it to the credit provider or if we have already been debited with the amount outstanding use it to offset our costs.

You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need.

Any payment we receive from you will be held by The Broker Network Ltd, which pays insurers on our behalf, in a Non Statutory Client Trust Bank Account held with RBS, HSBC or Alliance and Leicester. In some cases the payment we receive will be held on behalf of the provider with whom we arrange your policy as their agent. This means that any payment you make to us will be regarded as having been paid to the provider. This is known as risk transfer.

By operating a Non Statutory Trust The Broker Network Ltd is permitted to, and may use such monies to cross fund clients premiums and claims.

Please make all cheques payable to "The Broker Network Ltd"

By instructing us to place insurance on your behalf you give your informed consent to these Client Money procedures. If there are any matters which you do not understand, or do not accept, you should discuss them with us before proceeding.

We may pass the money you pay us to another intermediary. We will only do this where it is a necessary part of the process of arranging cover for you.

Where this includes intermediaries outside the UK, the legal and regulatory regime may be different from that of the UK. In the event of the intermediary failing money may be treated differently than if it was held by an intermediary in the UK. You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction

No interest will be payable to customers in respect of the client account. Any interest earned will remain in the ownership of The Broker Network Ltd.

**CHARGES / FEES:** In addition to the amount charged by insurers we also make charges to cover the administration of your insurance. Any applicable insurance premium tax will be shown on the documentation we provide to you.

Non Refundable Arrangement Fee	Nil	Mid Term Adjustments	£10.00
Renewal	£12.00	Lost Papers or Documents	£10.00
Reissue of Cover	£10.00	Temporary Change	£10.00

These fees may be subject to change. Where there are changes, we will confirm this clearly and the actual amount will always be disclosed to you before you commit to purchasing the product.

As insurance brokers we earn our income predominantly from commission paid to us by insurers based on the amount they charge you. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing or renewing your insurance cover.

We may occasionally receive additional remuneration from certain insurers for insurance policies we place with them, finance providers claims management services and others. Please ask us should you require further information.

**REFUNDS:** Where a policy is cancelled before renewal, insurers charge to cover their costs, with the balance refunded to you, subject to no claim having been made. Your attention is specifically drawn to the following:

Where you cancel your policy after the expiry of the cooling off period or where you request a mid-term adjustment which reduces the cover provided under the policy the following scale of refund will apply: -

Period of Cover % of Annual Premium Refunded	Up to 120 days 50%	121 to 150 days 40%	151 to 180 days 30%
Period of Cover % of Annual Premium Refunded	181 to 210 days 20%	211 to 240 days 10%	Over 241 days Nil

In the event of an adjustment giving rise to a return of premium the amount may be refunded or held to credit. Insurers reclaim commission paid to us when you cancel a policy before renewal or where there is a mid-term alteration to your policy which results in a refund of premium. The amount reclaimed is based on the number of days until the planned renewal date. As a consequence, we will make a deduction to the value of the commission reclaimed, from any return premium owing to you. For certain commercial insurance policies, insurers will only provide cover where the premium is due in full on inception of the policy. This means that no refund will be paid if the policy is cancelled before renewal. We will advise you if this affects you. In view of the cost involved in making changes to your policy we will not issue refunds of less than £31.50.

**GENERAL:** If any provision of these Terms is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected.

These Terms shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the relevant court.

These Terms supersede all proposals, prior discussions and representations (whether oral or written) between us relating to our appointment as your agent in connection with the arranging and administration of your insurance. These Terms constitute an offer by us to act on your behalf in the arranging and administration of your insurance. In the absence of any specific acceptance communicated to us by you (whether verbal or written) you are deemed to accept our offer to act for you on the basis of these Terms, by conduct, upon your instructing us to arrange, renew or otherwise act for you in connection with insurance matters.



Authorised and regulated by the Financial Services Authority  
Yorkshire Bank Chambers, Fargate, Sheffield S1 2HD

Tel 0114 250 2770 Fax 0114 250 2777 www.walkermidgley.co.uk



For your protection telephone calls will be recorded and may be monitored

# LORRY & LOWLOADER INSURANCE

Arranged by Walker Midgley Insurance Brokers  
Underwritten by Royal & Sun Alliance Insurance plc and Financial & Legal Insurance Co Ltd

## Proposal Form

Mr/Mrs/Miss/Ms		First Names	
Surname			
Address			
Post Code			
Date of Birth	Telephone: Home	Work	
Occupation	Email Address		

What date do you wish cover to commence?

### **SECTIONS 1 & 2 – THIRD PARTY AND ACCIDENTAL DAMAGE FIRE & THEFT**

The annual premium for each rigid bodied lorry is £255.00 (inc 6% IPT)

The annual premium for each articulated tractor unit with one articulated trailer is £255.00 (inc 6% IPT)

The additional annual premium for each additional articulated trailer is £45.90 (inc 6% IPT)

Motor Legal Expenses (uninsured loss recovery) are automatically included without charge

**SPECIAL NOTE:** The permitted use is Social Domestic & Pleasure including whilst towing excluding use for any business purposes or for hire or reward

Please give details below

		Vehicle (or trailer) 1	Vehicle (or trailer) 2	Vehicle (or trailer) 3
1a)	Registration Mark			
1b)	Make & Model (as shown on registration document)			
1c)	Type of Body			
1d)	Gross Vehicle Weight			
1e)	Carrying Capacity (Pay Load)			
1f)	Year of Manufacture			
1g)	Estimate of Present Value			

2. Have any of the vehicles been modified or altered from the makers' specifications? Yes / No

If 'Yes' please give details

3. Are any of the vehicles owned by or registered in the name of another person or firm? Yes / No

If 'Yes' give details

4. Are any of the vehicles subject to a Hire Purchase or Leasing Agreement? Yes / No

If 'Yes' give details

**SECTION 3 – KEYSTART MOTOR LEGAL EXPENSES**

Automatically included without charge

**MONTHLY PREMIUM PAYMENT**

Would like to pay your premium by monthly direct debit?

Yes / No

If 'Yes' please give:-

Bank Account Name:

Bank Sort Code:

Bank Account Number:

**LAW APPLICABLE TO THE POLICY** Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws. Unless the parties agree otherwise in writing, the Insurer has agreed with the Insured that the law which applies to this contract is the law which applies in the part of the United Kingdom in which the Insured is based, or, if the Insured is based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which the Insured is based. The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which the Insured is based.

**GENERAL QUESTIONS**

1. In respect of the insurance now proposed have you ever held insurance before?

Yes / No

If "Yes" please state:-

Name of Insurer \_\_\_\_\_

Policy Number \_\_\_\_\_

2. During the last three years have you suffered any loss or damage whether covered by insurance or not?

Yes / No

If "Yes" please give details

3. During the last three years have any claims been made against you?

Yes / No

If "Yes" please give details

**PROPOSER'S DECLARATION**

It is your duty to disclose all material facts to underwriters. A material fact is one that may influence an Underwriter's judgment in the consideration of your proposal. If you are in any doubt as to whether a fact is material you should disclose it. A copy of the proposal should be retained by you for your records.

I/We declare that the statements and particulars contained in this proposal are true and that I/we have not misstated or suppressed any material facts. I/we agree that this proposal together with any other information supplied by me/us shall form the basis of any contract of insurance effected thereon. I/we undertake to inform Underwriters of any material alteration to these facts occurring before completion of the contract of insurance.

RSA will treat your personal data fairly and lawfully in accordance with the Data Protection Act 1998

I/we understand that you may pass the information on this form and about any incident I/we may give details of to IDS Ltd and ABI so that they can make it available to other insurers. I/we also understand that, in response to any searches you may made connection with this application, IDS Ltd and ABI may pass information it has received from other insurers about incidents anyone insured to drive the vehicle covered under the policy have been involved in.

It is an offence under the Road Traffic Act to make any false statement or withhold any material information for the purpose of obtaining a Certificate of Motor Insurance

I/we agree that this Declaration, whether signed by me/us or caused to be signed for me/us, shall form the basis of the contract between Royal & Sun Alliance Insurance plc and myself/ourselves.

**Signature of Proposer****Date**

Royal & Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St Marks Court, Chart Way, Horsham, West Sussex RH12 1XL  
Authorised and regulated by the Financial Services Authority

**WM** Walker Midgley  
Insurance Brokers Ltd.

Authorised and regulated by the Financial Services Authority  
Yorkshire Bank Chambers, Fargate, Sheffield S1 2HD

Tel 0114 250 2770 Fax 0114 250 2777 www.walkermidgley.co.uk

