



# Commercial Vehicle



# The Motor Legal Helpline

The policyholder and named drivers can ring the 24-hour legal helpline based in the UK on **0345 246 2264** for confidential legal advice on any private motoring legal problem relating to use of your vehicle. It doesn't matter whether you intend to claim for the problem or not. There are no consultation fees and lines are open 24 hours a day, 365 days a year, all you pay for is the phone call. Please ensure you have your policy number to hand when you contact us. It can only help with problems to do with laws that apply in the UK.

Please note this is not a Motor Legal Expenses policy. We will not provide any representation for you in court or take on your defence following a claim for fines, penalties or compensation or damages which you are ordered to pay by a court.

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**Thank you for choosing NIG as your Motor insurer, underwritten by U K Insurance Limited.**

If this cover does not meet your requirements, please contact your broker or agent within 14 days of receipt. We will return any premium paid less a pro rata charge for the number of days for which cover has been given. The full annual premium is due if a total loss claim has been made.

## Uninsured Driver Promise

### How does your uninsured driver promise work?

If you make a claim for an accident that is not your fault and the driver of the vehicle that hits your vehicle is not insured, you will not lose your No Claim Discount or have to pay any excess.

### Conditions

We will need:

- the vehicle registration number and the make and model of the vehicle; and
- the driver's details, if possible.

It also helps us to confirm who is at fault if you can get the names and addresses of any independent witnesses, if available.

When you claim, you may have to pay your excess. Also, if investigations are still ongoing when your renewal is due, you may temporarily lose your No Claim Discount. However, once we confirm that the accident was the fault of the uninsured driver, we will repay your excess, restore your No Claim Discount and refund any extra premium you have paid.

This promise is for comprehensive policy holders only.

## Further Information

### Making a Claim



In the event of a claim please call our claims helpline 24 hours a day on **0345 607 1626** or you can tell Us about Your claim by visiting our website. You can do this at any time by scanning the QR code to the left or by visiting **nig.com/claims**.

You can write to us at the following address:

Commercial Claims Department  
PO Box 1151  
Bromley BR1 9WB

For windscreen claims please call 24 hours a day on **0800 028 3754** or **0800 622 122**.

### Rights of Cancellation

If this cover does not meet your requirements, please contact your broker or agent within 14 days of receipt. We will return any premium paid less a pro rata charge for the number of days for which cover has been given.

The full annual premium is due if a total loss claim has been made.

### How to Complain

If you have an enquiry or complaint connected with your Policy, please contact the broker, intermediary or agent who arranged the Policy for you.

If you have a complaint about the handling of your claim you can write to NIG direct at the following address:

Customer Relations Manager, NIG, Churchill Court,  
Westmoreland Road, Bromley BR1 1DP.

Email: **complaints@nig-uk.com**.

Please ensure that you quote your policy number in all correspondence.

Details of NIG's complaints procedures including information on what you should expect in response to your complaint can be found on NIG's website at **www.nig.com/contact-us/complaints**.

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

The Financial Ombudsman Service, Exchange Tower  
London E14 9SR.

Telephone: **0800 023 4567** or **0300 123 9123**

Their website also has a great deal of useful information: **www.financial-ombudsman.org.uk**.

### Details of our Regulator

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

### Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at **www.fscs.org.uk**.

# Your policy cover

**Please read this policy booklet, your certificate of insurance and your schedule carefully to make sure you have all the cover you need. You should keep all these documents in a safe place.**

## Policy cover

If the cover shown in your schedule is:

- **comprehensive** – all parts of the policy apply;
- **third party fire and theft** – part 1 applies when it relates to loss or damage caused by fire or your vehicle being stolen, and parts 2, 6 and 7 apply; or
- **third party only** – parts 2, 6 and 7 only apply.

## Our insurance contract with you

This policy is a contract between us and you. Nobody else has any rights they can enforce under this contract, and the Contracts (Rights of Third Parties) Act 1999 shall not apply (except as set out in the Road Traffic Acts).

The proposal and declaration you made form the basis of this policy.

We will provide insurance as shown in:

- this policy, as amended by the schedule, which shows any changes to the policy; and
- the certificate of motor insurance, which is evidence of the motor insurance you need by law.

The insurance applies throughout the United Kingdom except where we say otherwise.

The Commercial Vehicle policy is underwritten by U K Insurance Limited and will run for 12 months or as shown on the schedule.

## Territorial Limits

This policy provides the cover described in the schedule in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man, the Channel Islands and during journeys between these places.

Please note: your “Liability for automated vans in Great Britain” cover only applies in Great Britain, which is:

England.  
Scotland.  
Wales.

Please see ‘Liability for automated vans in Great Britain’ on page 9 for more details.

## The Law applicable to this contract

You and We may choose which law will apply to this policy. Unless both parties agree otherwise, English law will apply.

However, if you are resident in Jersey, Guernsey, Alderney or the Isle of Man, the law of the island where you are resident will always apply to your policy and any dispute in relation to it will be within the jurisdiction of that island’s relevant court.

We’ve supplied this policy and other information to you in English and we’ll continue to communicate with you in English.

## How to make a claim

You must report all accidents and losses immediately. Phone Claim Call on **0345 607 1626**. Windscreen claim line numbers are **0800 028 3754** and **0800 622 122**. All telephone numbers are 24 hours. Alternatively report your claim on the web at [www.nig.com/claims](http://www.nig.com/claims).

# Part 1: Loss or Damage inc.

## Windscreen cover

### What is insured

Your vehicle if it is damaged, stolen or taken without your permission.

Accessories and spare parts fitted to your vehicle or in your private garage if they are damaged, stolen or taken without your permission Accessories – parts or products specifically designed to be fitted to your vehicle, including your electric charging cables and the charger installed at your home. We may treat some accessories as modifications, so please tell us about any alterations to your vehicle.

Damage to your vehicle's battery is covered should it be damaged as a result of an insured incident.

Cover applies whether your battery is owned or leased. We will at our option:

- pay for the damage to be repaired; or
- repair or replace what is stolen or damaged; or
- pay the amount of the loss or damage.

If you are registered for VAT you are required to minimise your loss by recovering VAT on the cost of repairs and replacement goods to the extent allowed by law.

We will not pay more than the market value of your vehicle at the time the loss or damage happened.

This will not be more than the amount you paid for it.

We will not pay any costs which increase the market value of your vehicle.

Where we have agreed to pay the market value of your vehicle and payment is made to you the vehicle will become our property.

If your vehicle is under a hire-purchase or leasing agreement, we will make any payment for the total loss of your vehicle to the hire-purchase or leasing company.

We will also pay the reasonable cost of taking your vehicle to the nearest repairer and returning it to your address after the repairs have been carried out.

Following an accident if your vehicle is immobile, we will help you and your passengers make arrangements to take you to a safe place.

Provided that the policy is still current, we will also temporarily insure any motor vehicle supplied to you under the NIG recommended repairer network whilst your vehicle is being repaired as a direct result of damage covered by this policy. The cover for a vehicle supplied under this paragraph will be comprehensive, even if the policy cover is third party, fire and theft.

If the vehicle is still in your possession at the time this insurance expires, you must renew this insurance to maintain cover for the temporary vehicle.

Repairs carried out by our recommended repairer network are guaranteed for 5 years.

Where the damaged part is not available from your vehicle's manufacturer, we may decide to repair your vehicle with a part that hasn't been made by your vehicle's manufacturer, but the replacement part will be of the same quality.

If any part or accessory is not available, we will pay the cost for that part or accessory shown in the vehicle manufacturer's last United Kingdom price list.

You may authorise repairs if the estimated cost is not more than £250, but you must send us a detailed estimate immediately.

If you have comprehensive cover and you claim for accidentally broken glass in your vehicle windscreen or windows or scratched bodywork caused by the broken glass, we will pay for the repair or replacement including recalibration and it will not reduce your No Claim Bonus. We may decide to replace your vehicle's glass with glass that hasn't been made by your vehicle's manufacturer, but which is of the same quality.

If your vehicle is less than one year old and you are the first and only registered owner, we will replace it with one of the same make and model if it has:

- been stolen and not found; or
- suffered damage covered by the policy and the cost of repairing is more than **60%** of the last United Kingdom list price.

We can only do this if a replacement vehicle is available in the UK and anyone else who has an interest in your vehicle agrees.

If a suitable replacement vehicle is not available, or your vehicle was not supplied as new in the UK, we will pay you the market value of your vehicle at the time of the loss (less any excess that may apply). If we settle a claim under this clause, the lost or damaged vehicle becomes our property and you must send us the registration document.

If your vehicle keys or lock transmitter to your vehicle are lost or stolen we will pay the cost of replacing the:

- affected locks,
- lock transmitter and central locking interface,
- affected parts of the alarm and/or

immobiliser, if it can be established to our reasonable satisfaction that the identity or garaging address of your vehicle is known to any person who is in possession of your keys.

## What is not insured

- a** Loss of use, loss of market value for any reason, deterioration or wear and tear.
- b** Mechanical, electrical, electronic or computer faults, failures, malfunctions or breakdowns.
- c** Damage to tyres from braking or by road punctures, cuts or bursts.
- d** Loss of, or damage to, your vehicle as a result of it being stolen or taken without your permission unless you make a report to the police and get a crime reference number.
- e** Loss of, or damage to, your vehicle as a result of someone getting it by fraud or trickery while pretending to be a buyer.
- f** Loss of, or damage to, your vehicle as a result of it being stolen or taken without your permission at any time if:
  - an ignition key or any similar device is left in or on the vehicle; and/or
  - all doors, roofs, windows and all other openings have not been closed and locked; and/or
  - any security or tracking device, which you have told us is fitted to your vehicle, has not been set or is not in working order:
- g** Loss of your vehicle caused by it being repossessed and returned to its rightful owner.
- h** Confiscation or destruction of your vehicle by, or under the order of, any government or public or local authority.
- i** More than £500 for permanently-fitted audio, television, video, computer or computer games, telecommunication and navigational equipment unless it is standard equipment for your vehicle when built and your policy cover is comprehensive.
- j** More than £250 for permanently fitted audio, television, video, computer or computer games, telecommunication and navigational equipment, if the policy cover is third party fire and theft.
- k** More than £500 for accessories and spare parts in your private garage.
- l** Loss of, or damage to, any trailer or caravan, whether attached to or detached from your vehicle.
- m** The first amount you must pay shown under endorsements added to the schedule.
- n** Loss of, or damage to, your vehicle as a result of its tipping mechanism in operation.
- o** Loss or damage if an accident occurs whilst your vehicle is being driven, or is in the charge of, any person covered by this Policy and that person is convicted of an offence involving drink or drugs.
- p** Any amount greater than £125 if you do not use our approved windscreen suppliers.
- q** More than £250 for loss or theft of keys.
- r** To repair or replace glass contained within any pick-up hard top or canopy is not covered under the windscreen section.
- s** The draining, flushing and replenishing of the fuel from your vehicle, in the event of misfuelling.



# Part 2a: Liability to Others

## What is insured

We will insure you for all amounts (subject to the limits set out below) you legally have to pay for causing the death of, or injury to, any person or damage to their property as a result of an accident caused by any vehicle which your certificate of motor insurance allows you to drive or use. This includes towing a trailer, caravan or broken-down motor vehicle if your certificate of motor insurance allows it. This towing must be allowed by law and the vehicle being towed must be properly attached to your vehicle.

We will provide the same insurance to the following people:

- Anyone you allow to drive your vehicle if they are allowed by your certificate of motor insurance.
- The employer of anyone you allow to drive your vehicle if they are allowed by your certificate of motor insurance.

If you ask, we will provide the same insurance to the following people in the event of an accident:

- Anyone you allow to use (but not drive) your vehicle for social, domestic and pleasure purposes.
- Anyone travelling in or getting into or out of your vehicle.

We will insure the estate of anyone insured by this policy against any liability covered by this policy that they may previously have had if they die.

Accidents caused by any electric charging cables when attached to your vehicle as long as you have taken due care to prevent such an accident.

As long as the claim is insured by this policy, we will, with our prior agreement, pay for a solicitor or barrister to:

- represent anyone insured under this policy at a coroner's inquest or fatal accident inquiry; or
- defend anyone insured under this policy in a court.

If there is an accident insured by this policy, we will pay for emergency medical treatment that must be provided under the Road Traffic Acts. This will not reduce your No Claim Bonus.

## What is not insured

- Liability for death of, or injury caused to, any person while they are working with or for anyone insured by this policy (except as set out in the Road Traffic Acts).
- Anyone who has other insurance covering the same liability.
- Liability for loss of, or damage to, property which belongs to, or is in the charge of, any person who is insured by this policy.
- Liability for more than £5,000,000 other than that which is required by the Road Traffic Acts for causing death or bodily injury.
- Liability in connection with loading or unloading your vehicle when it is off the road.
- Liability for loss or damage caused in a place where aircraft land, park or move, including the associated service roads, refuelling areas, and ground equipment parking areas.
- Liability for pollution or contamination unless it is caused by a sudden and identifiable event which is accidental and unexpected.
- Liability caused by acts of terrorism as defined in the Terrorism Act 2000 unless we have to provide cover under the Road Traffic Acts.
- Any injury, legal liability, loss or destruction of or damage to any property or any associated loss or expense that arises directly or indirectly as a result of:
  - grinding, cutting, welding or soldering operations and/or
  - use of blowlamps or torches, on or in your vehicle

# Part 2b: Liability for automated vans in Great Britain

We'll provide cover for accidents caused by your automated vehicle when it is lawfully driving itself on a road or other public place in Great Britain.

## Does this cover apply to my vehicle?

The cover in this sub-section will only apply to your vehicle if it has been identified on the Secretary of State's list of motor vehicles that may safely drive themselves.

If your vehicle isn't identified on the list, the cover in this section won't apply to your policy.

## Words with a specific meaning

When we use these words or terms in this sub-section they have these specific meanings (unless we say differently).

**Insured person** The policyholder and anyone else insured by this policy to drive your automated car with your permission.

## Where am I covered?

We'll only provide the cover in this sub-section in Great Britain, which is:

England.  
Scotland.  
Wales.

This is because this sub-section has been written to comply with the laws of Great Britain.

If your automated vehicle is involved in an accident when it is lawfully driving itself outside Great Britain (including when it is lawfully driving itself in Northern Ireland, the Channel Islands or the Isle of Man), the rest of your policy will apply.

## What is insured

We will provide cover for an accident caused by your automated vehicle when it is lawfully driving itself on a road or other public place in Great Britain and:

- injures or kills any person (including the person in charge of your automated vehicle), and/or
- damages property.

You must keep the software of your automated vehicle up to date and you must not modify it other than in accordance with any manufacturer's instruction.

## What is not insured

We won't cover any loss, damage or injury:

- That takes place outside of Great Britain.
- Caused by your automated vehicle driving itself at any time or place that the use of automated functions is unlawful.
- To the extent that an accident was caused or contributed to by any party suffering loss, damage or injury.
- To an insured person if the accident is caused by a failure to install safety critical updates to your automated vehicle or its software has been altered without the approval of the manufacturer. We may also require an insured person to repay us any amounts that we are required by law to pay.
- To the person in charge of your automated vehicle where the accident was wholly due to that person's negligence in allowing your automated vehicle to begin driving itself when it was not appropriate to do so.
- To property which an insured person owns or is responsible for. That's covered by another insurance policy.
- That's due to an act of terrorism as defined by the terrorism legislation applicable where the incident took place.
- To your automated vehicle or trailer.
- To goods carried for hire or reward.
- We won't cover legal costs or expenses.

You may be covered for some of these exclusions under other sections of your policy – please check your policy carefully. If you have any questions, please get in touch.

## Part 3: Personal belongings

We will pay up to £150 for personal belongings in your vehicle if they are lost or damaged by an accident, fire, theft or attempted theft.

We will not cover loss of or damage to:

- money, stamps, tickets, documents, cheques or share or bond certificates; or
- tools, goods, samples or equipment you or anyone insured by this policy carry in connection with any trade or business.

## Part 4: Personal Accident

### What is insured

We will pay you or your legal representatives £5,000 if you or your spouse/civil partner are accidentally injured while travelling in or getting into or out of your vehicle, and this injury alone results, within three calendar months of the date of the accident, in:

- death;
- total irrecoverable loss of sight in one or both eyes; or
- loss of any limb.

### What is not insured

We will not cover:

- any injury or death connected with suicide or attempted suicide;
- anyone who is convicted for driving while under the influence of drink or drugs at the time of the accident; or
- an injured person under this policy if we insure them against personal accident under any other motor insurance policy.

The most we will pay in any period of insurance is £5,000.

## Part 5: Medical Expenses

We will pay up to £100 in medical expenses which must be paid for each person being carried in your vehicle if they are injured in an accident involving your vehicle.

## Part 6: No Claim Bonus

If no claim is made under this policy, we will reduce the premium you pay when you renew it according to our current scale of No Claim Bonus. You cannot transfer this bonus to another person.

If you have not paid all the premiums you owe, we will not issue proof of your No Claim Bonus.

In the event of a claim being made the No Claim Bonus will be stepped back in accordance with the following scale:

No. of years bonus at the start of the period of insurance	No. of years bonus at the next renewal date following:		
	1 claim	2 claims	3 claims or more
7 or more	3 years	1 year	Nil
4 to 6 years	2 years	Nil	Nil
3 years	1 year	Nil	Nil
2 years	Nil	Nil	Nil
1 year	Nil	Nil	Nil

Your No Claim Bonus will not be reduced as long as we have got back all that we have paid from those who are responsible.

### Protected bonus

If this is shown in your schedule, your No Claim Bonus is protected. You will keep your No Claim Bonus protection unless you have;

- more than one claim in a period of cover; or
- more than two claims in any three periods of cover in a row.

If we have to reduce No Claim Bonus we will do so as follows.

Number of claims in a period of insurance	No. of years bonus at the start of period of insurance:	
	5 or more years	4 years
2 claims	2 years	1 year
3 or more claims	Nil	Nil
Number of claims in three periods of insurance in a row		
3 claims	2 years	1 year
4 or more claims	Nil	Nil

# Part 7: Foreign Use

## Compulsory cover

This policy also provides the minimum cover you need by law to use your vehicle in:

- any country which is a member of the European Union; and
- Jersey, Guernsey, the Isle of Man and any country listed below which the Commission of the European Community approves as meeting the requirements of Article 8 of EC Directive 2009/103/EC on Insurance of Civil Liabilities connected with using motor vehicles.

## Countries include:

Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, Malta, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland including Liechtenstein.

## Full policy cover

You may ask us to extend the policy to give the cover shown in your schedule. If we agree to do this, you must give us full details including who will drive and what your vehicle will be used for, and pay an extra premium. This will cover your vehicle while it is in and being transported between any countries shown in the International Motor Insurance Card (Green Card) or the United Kingdom.

If you cannot drive the vehicle because of loss or damage covered by this policy, we will also pay the reasonable cost of delivering it to your address in the United Kingdom.

We will also pay the amount of customs duty you have to pay as a result of the loss or damage.

# General Exceptions

- 1 This policy does not provide insurance when any vehicle covered is:
  - a being driven by, or in the charge of, anyone not covered in your certificate of motor insurance or schedule;
  - b being used for purposes that are not shown in your certificate of motor insurance;
  - c being driven with your permission by anyone who you know has not got a driving licence or who you know is disqualified from holding or getting a licence; or
  - d being driven by or in the charge of anyone who does not keep to the conditions of their driving licence
  - e manufactured as or been modified as a motorhome or a campervan (a motorhome / campervan is a motor vehicle equipped with living accommodation).

Any cover you have for loss of, or damage to, your vehicle continues while the vehicle is being repaired or serviced by a member of the motor trade.
- 2 This policy does not insure liability which anyone covered by this policy has as a result of an agreement or contract unless they would have had that liability if the agreement or contract did not exist.
- 3 This policy does not insure any loss or damage, or liability caused by war, invasion, revolution, military or usurped power or arising from Government Action or a similar event except as is strictly required under the Road Traffic Act.
- 4 This policy does not provide insurance except under part 2 (Liability to Others) for any accident, injury, loss or damage caused by:
  - a an earthquake; or
  - b riot or civil commotion if it happens outside Great Britain, the Isle of Man or the Channel Islands.
- 5 This policy does not provide insurance for any loss, damage or liability caused directly or indirectly by:
  - ionising radiation or contamination by radiation from any irradiated nuclear fuel or from any nuclear waste from burning nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.
- 6 We will not insure legal proceedings or court judgements unless they result from the use of your vehicle and the proceedings are brought in a country which we have agreed this policy will cover. Any other legal proceedings must be brought in an English or Welsh court.
 

If you live in the Isle of Man or the Channel Islands, any legal disputes will be dealt with by the courts and under the laws of those islands.
- 7 **Automated vehicles**

We won't cover any loss, damage or injury caused by your automated vehicle driving itself at any time or place that the use of automated functions is unlawful.

Unless we're required to do so under the law of the country in which the accident occurs, we won't cover any loss, damage or injury:

  - To the person in charge of your automated vehicle where the accident was wholly due to that person's negligence in allowing your automated vehicle to begin driving itself when it was not appropriate to do so.
  - To an insured person if the accident is caused by a failure to install safety critical updates to your automated vehicle or its software has been altered without the approval of the manufacturer. We may also require an insured person to repay us any amounts that we are required by law to pay.

- 8 We don't cover any loss, damage, legal liability, cost or expense caused by:
- failure, or partial failure of any computer or computer system
  - loss or partial loss of any electronic data
  - repair, replacement or restoration of any electronic data
  - A cyber event

**Cyber event.** An unauthorised, malicious or criminal act that creates, or intends to create, an outcome that includes, but is not limited to:

- interruption to electronic communications;
- corruption, unauthorised access to, or theft of data;
- hacking or service denial.

# Conditions

**1** The insurance described in this policy will apply only if you and any person claiming to be covered by this policy have kept to all the conditions and endorsements.

**2a** You must immediately contact us, quoting your policy number, if there is an event which could lead to a claim being made against you or by you under this policy. You must do this even if you do not plan to claim personally under this policy or if damage to your own vehicle is not covered by this policy.

You must also send us any letter, notice, claim form, court proceedings, summons, writ or communication connected with any claim arising out of any event. We will contact the people who wrote to you.

If you know about any possible future prosecution, inquest or fatal accident enquiry, you must write and tell us immediately. Our address is: Commercial Claims Department  
PO Box 1151  
Bromley BR1 9WB

24 Hour Claims helpline **0345 607 1626**

You must not pay or agree to settle any claim without our written permission.

**2b** We are entitled to:

- a** take over and carry out the defence or settlement of any claim in your name, or in the name of any other person insured by this policy;
- b** take proceedings in your name, or in the name of any other person insured by this policy, to get back any money we have paid under this policy; and
- c** any information and help we need from you or any other person insured by this policy.

**2c** Other Insurances

If the insurance cover under this policy is also provided by another policy, we will only pay any sums due that are over and above the amount which is payable under the other insurance.

Unless otherwise stated in this Policy:

- a** If at the time of any accident, injury, loss, destruction or damage, which gives rise to a claim, there is any other insurance effected by You or on Your behalf applicable to such accident, injury, loss, destruction or damage, Our liability shall be limited to its rateable proportion thereof; and
- b** If any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy, whether in whole or in part or from contributing rateably, then Our liability hereunder shall be limited to any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.

This Condition does not apply to Part 4 Personal Accident.

**3a** Cancellation by us

We or your insurance adviser may cancel this policy by sending you seven days' notice in writing to your last known address. Valid reasons may include but are not limited to:

- where you are required in accordance with the terms of this policy, to co-operate with us, or send us information or documentation and you fail to do so in a way that substantially affects our ability to process your claim, or deal with your policy;
- where there are changes to your circumstances which mean you no longer meet our criteria for providing motor insurance;
- where you have used threatening or abusive behaviour or language or you have intimidated or bullied our staff or suppliers

we will refund the unused part of your premium.

**3b** Cancellation by you

If you wish to cancel your policy outside of the first 14 days (shown on page 5 of this policy) you can contact us or your insurance adviser. If you or others have not made a claim in the current insurance year, we will refund any premium paid less a pro rata charge for the number of days for which cover has been given. Insurance Premium Tax where applicable is charged on the net refund.



- 4 You and any other person who is covered by this policy must do everything possible to:
  - a keep your vehicle in an efficient, safe and roadworthy condition;
  - b protect it from loss or damage; and
  - c There must be a valid Department for Transport test certificate (MOT) in force for the insured vehicle if one is needed by law. In the absence of a valid Department for Transport test certificate (MOT) all cover under section Part 1 of this insurance is cancelled and of no effect
  - d make sure any manufacturer's standard security device fitted to your vehicle is operational when your vehicle is left unattended;
  - e allow us to examine your vehicle at any reasonable time if we ask you;
  - f ensure the recharging of the insured vehicle is in accordance with manufacturer's guidance;
  - g ensure any electrical vehicle charging equipment is installed by an Office for Low Emission Vehicles approved installer and subject to maintenance in accordance with instructions and guidance provided by manufacturers and installers; and
  - h ensure an electric vehicle is charged outside the building.
- 5 If a claim is made under this policy and there is another policy that covers the claim, we will pay only our share of the claim.
- 6 You must tell us what modifications you intend to make and obtain our agreement prior to making them. Modifications are changes to your vehicle's standard specification, including optional extras. These include, but are not restricted to, changes to the appearance and/or the performance of your vehicle (including wheels, suspension, bodywork and engine).

Failure to provide correct information or inform us of any changes could adversely affect your policy, including invalidating your policy or claims being rejected or not fully paid.

- 7 You must be honest and truthful in your dealings with us at all times.

If you, any person insured under this policy or anyone acting on your behalf attempts to deceive us or knowingly makes a false claim, we have the right to cancel your policy, refuse claims and retain any premium paid. We may recover from you any costs we have incurred, including the costs of investigating the claim.

We will not pay a claim which is in any way fraudulent, false or exaggerated.

We will also not deal with any claims following discovery of this behaviour regardless of when the claims occurred.

In addition, we have the right to cancel any other products you hold with us and share details of this behaviour with other organisations to prevent further fraud. We may also involve the relevant authorities who are empowered to bring criminal proceedings.

- 8 If under the laws of any country where this policy applies, we have to make a payment which we would not otherwise have paid under this policy, you or the person who caused the accident must repay that amount to us.
- 9 If more than one company or person is named as the insured in the schedule, the insurance will apply to them together and separately.

#### 10 Sanctions, Prohibitions or Restrictions

We will not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# Notes for your information

## This is not part of your policy

### 1 Accidents and losses

You must report all accidents and losses **0345 607 1626** or ask your insurance adviser for a report form. Windscreen claim line numbers **0800 028 3754** and **0800 622 122**. Alternatively report your claim on the web at **www.nig.com/claims**.

Legal procedures now make it vital that you report any accident at once. Strict time scales have been set for dealing with claims, in particular those involving bodily injury. Heavy financial penalties may be imposed by the courts if you do not keep to these. This may affect our ability, as your insurer, to mount the best defence on your behalf.

Delay can involve us in higher costs which may go against your driving record. If the delay is extreme, we may refuse to cover you.

If your vehicle is damaged in a way which is insured under the policy, ask for details of the nearest recommended repairers so that you can get your vehicle back on the road as soon as possible.

Please do not admit that any accident was your fault.

Please try to get the names and addresses of witnesses.

Please take photographs of the accident scene if at all possible.

Please send us immediately any letters, summonses, writs or notices you receive and do not answer them.

### 2 Changes to the insurance

You must tell your insurance adviser about the following before you need cover, and receive a cover note or certificate of motor insurance:

- if the owner of your vehicle changes;
- if you replace your vehicle or modify it;
- if the drivers or how you use your vehicle change.

Please tell your insurance adviser about changes of address or occupation as soon as you can. You must tell your insurance adviser about the following before the next renewal date:

- accidents, thefts or losses (whether covered by insurance or not and regardless of blame) where these have not been previously reported to your insurance adviser.
- motoring convictions (including fixed penalty offences) or prosecutions you expect or outstanding police enquiries. Criminal convictions or charges for a criminal offence. Physical or mental impairments.

### 3 Travel abroad

If you are going abroad, please:

- give your insurance adviser 14 days' notice whenever possible; and
- check that the countries you are driving in are covered by this policy and that the cover matches that which is shown in your schedule.

#### Important Note

The Road Traffic Acts state that it is an offence to make a false statement, or to withhold information to obtain a Certificate of Motor Insurance.

It is a condition of your policy that you agree to us using your personal data in the way set out in the data protection notice.

Please check that this policy meets your needs, it is based upon information provided to us by you at the time of quotation. You must take reasonable care to provide us with accurate information and you should notify us immediately if anything is incorrect or if you are unsure about any details. Providing inaccurate information could adversely affect your policy, including invalidating your policy and claims being rejected or not fully paid.

Please note that the statement of fact or the proposal form, policy booklet, schedule and any additional information on the insurance provided by you will be the basis of the contract between us.

## 4 Data Protection

### Privacy Notice

This privacy notice tells you what we do with information we collect about you. It's relevant to anyone who uses our services, including policyholders, prospective policyholders, website users and beneficiaries under our policies, such as named drivers. We refer to all these individuals as "customers" or "you" in this notice.

#### 1 Who "we" are

We are U K Insurance Limited ("we", "us" or "our") and you will know us by our brand name NIG.

#### 2 What information do we collect about you?

##### Information collected from you & cookies policy

Where we have collected information directly from you, rather than your broker, it will usually be obvious what this is, as you will have given it to us. This might not be the case, if you have visited our website, where we have used cookies to collect information from your computer or portable electronic devices.

Please see our cookies policy for more information.

##### Information collected from others

We can collect information about you from others. This includes information from:

- **Your broker.** We will use the information collected by your broker and provided to us.
- **Joint policyholders or policy beneficiaries.** Where you are named on a joint policy or a beneficiary of that policy we may collect information about you from any named policyholder. We will ask them to confirm that they have your permission to give us this information about you.
- **Fraud prevention, law enforcement or government agencies and other data sources used to prevent or detect fraud or provide details to us about criminal convictions or offences.**
- **HM Treasury and other authorities in relation to regulatory issues** e.g. where someone is subject to a financial sanction they will appear on HM Treasury's asset freezing list.
- **Credit reference agencies** e.g. credit searches that are made when we produce a quotation for a new policy or at renewal. (Note that the results of these searches are automatically deleted after 12 months and do not affect your ability to obtain credit.) Please also see section 4 below.
- **Driver and Vehicle Licensing Agency (DVLA).** We may ask for your Driving Licence Number (DLN) and the DLN of any named drivers as part of your application for motor insurance. The number is used to do an automated check with the DVLA driver database to retrieve the licence status, licence entitlement, relevant restriction information and any endorsement and conviction details. If you do not wish to provide your DLN you can choose to answer the questions about your licence information yourself.
- **External sources such as no claims discount databases,** the electoral roll and insurance comparison websites to help us decide what the risk is in selling the policy **and from companies that hold information about insurance renewal dates, marital status, household residents, vehicle details, employment status and household income** to help us work out which information we should provide to you about our other products and services.

### Sensitive personal information

We collect information that is sensitive, such as information about children, health or geo-location (which may be sensitive personal information because, for example, it can pinpoint your location at a hospital), and information related to unspent past criminal convictions or offences. We also collect your sensitive personal information for specific types of policy or applications, for example when offering you a travel policy or a driving application, e.g. Telematics. We obtain this from your mobile devices for driving applications and the following people:

- The main policyholder, either directly or via your broker, will provide most of the information we collect about health (including confirming whether hospital treatment is being sought) and unspent criminal convictions or offences, including on behalf of others named on the insurance policy e.g. medical screening to support a travel policy;
- Fraud prevention or law enforcement agencies may provide details to us about criminal convictions or offences;
- Witnesses to an accident may provide medical information to us if there is an investigation of a claim;
- We may use information about a child, for example, where the child is a beneficiary under a policy or if involved in an accident.

We collect and use this information as part of your insurance quotation or contract with us, or where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

### 3 What do we do with information we collect about you and why may we do this?

We use your personal information in order to meet our obligations in our contract of insurance with you. We and other companies within our group of companies use your personal information in the following ways:

#### A Provide insurance services

When you request us to provide you with a quote for one of our insurance policies or you purchase an insurance policy from us, we use information about you:

- To decide what the risk might be in selling you the policy, to quote for, and provide you with, a premium for that policy and any special terms that may apply to that policy (noting that we may use automated decision making to make this assessment – see section 9 below);
- To administer your policy and monitor the payment of instalments if you pay us your premium in this way;
- To contact you about the policy (e.g. for billing or renewal purposes);
- To discuss your policy with your broker and to provide them with details about your insurance policy, premium and claims history so that they can manage your policy with us; and
- To provide the agreed service if you make a claim (e.g. sending someone to assist you in a roadside breakdown situation or to provide you with medical assistance if you are injured or unwell when overseas).

We cannot provide the services unless we use the information about you in this way.

## B Do what we are required to do by law

As part of our duty as an insurer providing insurance services, sometimes we are required by law to use information about you:

- To help make sure our customers are being treated fairly (e.g. to assist our regulators or suppliers where we have a legal duty to do so) or to help identify if it is necessary for us to make adjustments in our service to aid and meet the needs of vulnerable customers);
- To deal with complaints;
- To help prevent and detect crime (including, for example, the prevention or detection of fraud); and
- To comply with a legal or regulatory obligation.

We can use your personal information in this way because we are required to do so by law.

## C Prevent fraud occurring

Fraud has an impact on all customers as it increases costs for everyone. We use your personal information to check for signs that customers might be dishonest (e.g. if someone has behaved dishonestly in the past it may increase the risk they will do so in future).

We may use your personal information in this way because it is in our interests to detect fraud and in all our customers' interests to ensure that they are not prejudiced due to increased premiums as a result of a few customers acting dishonestly.

## D Recover debt

If you owe us money we will use your personal information to help us recover it.

We can use your personal information in this way because it is a necessary part of the contract of insurance. We need to ensure that premiums are paid so that the majority of our customers do not suffer (e.g. through increased premiums) due to the actions of a small minority of customers.

## E Where your or another person's life may be at risk

We will use your personal information to assist where your or another person's life or health is in danger and obtaining your permission is not possible (e.g. arranging emergency medical treatment in a remote location).

## F To administer and improve our services

To administer our services we will share information with others (including people or organisations that may be based overseas):

- In order to enable us to process your claim or administer your insurance policy more cost-effectively;
- To help develop our products, services and systems to deliver you a better sales and claims experience in the future; and
- To understand how our prospective customers make decisions about which insurance policy is the optimal policy.

We may also process your personal data to better understand you as a customer, including to determine how best to retain your custom, and to ask you to provide feedback on the service we provide to you.

We can use your personal information in this way because it is in our legitimate interests to provide the services in the most efficient way. We will always ensure that we keep the amount of your personal information that we collect and the extent of any processing to the absolute minimum to achieve this efficiency.

#### 4 Who do we share your personal information with and why do we do it?

We may share your personal information with third parties and other companies within our group of companies for the purposes mentioned in section 3 above. A list of our group companies can be found at [www.u-k-insurance.co.uk/groupcompanies](http://www.u-k-insurance.co.uk/groupcompanies). Alternatively, you can contact the Data Protection Officer for a list of them.

Please see section 10. You should make sure everything you tell us is correct because your records may be checked in the following circumstances:

- When you apply for insurance, financial services, or work;
- By police and other law enforcement agencies.

In particular we share information with:

- **Fraud prevention agencies that provide databases and services**, such as CIFAS, National Hunter, SIRA and ENI, to prevent or detect fraud.
- Fraud prevention agencies will process this personal information in order to assist our prevention of fraud and money laundering, and to verify your identity and may also process your personal information in order to prevent fraud and money laundering by other people.
- Fraud prevention agencies will hold your personal information for up to 1 year, or up to 6 years if you're considered to pose a fraud or money laundering risk.
- If we or a fraud prevention agency determine that you pose a fraud or money laundering risk, we may refuse to provide the services and/or financing you have requested.

A record of this risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services or

financing to you. If you have any questions about this, please contact the appropriate fraud prevention agency.

- **Law enforcement or government agencies** we and fraud prevention agencies may permit law enforcement or government agencies to access and use your personal information, if they request it.
- **Regulatory bodies** such as the Financial Conduct Authority, Prudential Regulation Authority or the Information Commissioner's Office to meet regulatory and legal obligations and requests for information.
- **Credit reference agencies** are used to help us verify your identity, and to determine the price of your insurance and your payment options when you take out a quote and at renewal of your insurance policy. This leaves a "soft footprint" on your credit file which can only be seen by you and does not affect your credit score.

If you choose to pay your premium by instalments we will share this information when you first take a policy with us and at each renewal. We may exchange information with credit reference agencies to reflect your credit application (as payment by instalments means that there will be a credit agreement between us). We will let you know before we do this. This will be visible to other credit providers and is known as a "hard footprint". Failure by you or anyone who pays for your policy to keep up the monthly payments due under your credit agreement will be reflected in your credit score, not theirs.

The identities of the credit reference agencies and the ways in which they use and share personal information are explained in more detail at [www.experian.co.uk/CRAIN](http://www.experian.co.uk/CRAIN). Alternatively, you can call us and we will send you a copy.

- **Your spouse or partner** who calls us on your behalf, provided they are named on the policy. Please tell us who they are when you take out your policy. If you would like someone else to deal with your policy on your behalf on a regular basis please let us know. In some exceptional cases, we may also deal with other people who call on your behalf, but only with your permission. If at any time you would prefer us to deal only with you, please let us know.
  - **Joint account holders** where insurance products are affiliated to a joint account, personal information will be visible to both account holders; this will include details such as your name and address.
  - **Other insurance companies** to help settle any insurance claim or to verify that the information you have provided is correct (e.g. we will check the amount of No Claims Discount you have told us with your previous insurer).
  - **Insurance industry bodies** such as The Motor Insurance Database to meet our obligations under the Road Traffic Act.
  - **Insurance industry databases**, such as the Claims and Underwriting Exchange where you make a claim so that insurers can check that your claims history is correct, the Insurance Fraud Register and, for commercial policies, the Employers' Liability Tracing Office.
- We work in partnership with the Motor Insurers' Bureau (MIB) and associated not-for-profit companies who provide several services on behalf of the insurance industry. At every stage of your insurance journey, the MIB will be processing your personal information, and more details about this can be found via their website: [mib.org.uk](http://mib.org.uk). Set out below are brief details of the sorts of activity the MIB undertake:
- Checking your driving licence number against the DVLA driver database to obtain driving licence

data (including driving conviction data) to help calculate your insurance quote and prevent fraud

- Checking your 'No Claims Bonus' entitlement and claims history

Preventing, detecting and investigating fraud and other crime, including by carrying out fraud checks

- Maintaining databases of:
  - Insured vehicles (Motor Insurance Database)
  - Vehicles which are stolen or not legally permitted on the road (MIAFTR)
  - Motor, personal injury and home claims (CUE)
  - Employers' Liability Insurance Policies (Employers' Liability Database)
- Managing insurance claims relating to untraced and uninsured drivers in the UK and abroad
- Working with law enforcement to prevent uninsured vehicles being used on the roads
- Supporting insurance claims processes

- **Data Verification and information**  
in certain circumstances we share your claims history and some personal information, which you have provided, to Lexis Nexis Risk Solutions (part of the RELX Group of companies), to verify your No Claim Discount, assist in the prediction of risk and to access information about your previous motor insurance policies. Lexis Nexis uses information from other insurers to confirm your No Claim Discount, where available. We also provide regular updates into the Lexis Nexis database. More information can be found at [www.risk.lexisnexis.co.uk/consumer-and-data-access-policies/insurance](http://www.risk.lexisnexis.co.uk/consumer-and-data-access-policies/insurance)

- **Government bodies**, such as the **Driver and Vehicle Licensing Agency (DVLA) data** If you choose to provide your Driving Licence Number (DLN) as part of your application for motor insurance the data provided by the DVLA may be used alongside other information you have provided:

- To provide you with a quote;
- To administer the policy; and
- To prevent fraud.

The data will not be used for any other purpose, or be made available to anyone else. Searches of the DVLA driver database may be carried out prior to the date of the insurance policy and at any point throughout the duration of your insurance policy including at the mid-term adjustment and renewal stage. Unlike other DLN searches with the DVLA that you may have authorised, this one will not show a footprint against your driving licence.

- **Other insurance companies and third parties** where required or appropriate in connection with a proposed or actual sale, merger, acquisition, reorganisation, business transfer, financial arrangement, asset disposal or other corporate or financial transaction relating to our business and/or assets held by our business. Where such data is shared with a third party in connection with these transactions, it is done so under duties of confidentiality.

## 5 Will we send your personal information overseas?

We may send your personal information overseas to any part of the world. The protections given to your personal information in other parts of the world will often not be as strong as in the UK. Where possible, we will put in place agreements with the

people we send your personal information to, to require them to treat your personal information with the same protections that we apply ourselves. Our agreements may include standard terms provided by the EU called EU Model Clauses or may require the other party to be signed up to government standards that are recognised as providing the right level of protection. But it is possible that regardless of what is set out in the agreement this would not stop a government in any part of the world from accessing your personal information, as they can often have power to overrule any agreements we make.

In some cases we might need to share information to carry out the services we have promised to carry out, for example if you require urgent assistance abroad. In such an urgent situation we may not always have the time to put in place the type of agreement we would normally want to.

## 6 How long may we keep your personal information for?

We are only allowed to keep your personal information if we need it for one of the reasons we describe in section 3 above.

As a general rule, we will keep it for 6 years from the end of your relationship with us, as it is likely that we will need the information for regulatory reasons, fraud prevention or to defend a claim. For example, should you wish to bring some form of legal action relating to your relationship with us, this would generally need to be done within 6 years from the end of that relationship. However there may be exceptions where we need to keep your personal information for longer, such as where a claim has involved a minor. We retain quote information in your account for 15 months.

We will also retain data in an anonymous form for statistical and analytical purposes, for example, to assess risk of flood damage occurring.



## 7 When can you ask us to stop using your information?

If we rely on your consent to collect and process your personal information, you can ask us to stop using your personal information at any time by withdrawing that consent and we will stop using your personal information for those purposes. We may rely on your consent to use computers to make decisions about you to improve our services or develop our products (see section 9).

At any time, you can tell us to stop using your personal information to allow computers to make decisions about you or in order to improve our services or develop our products (see section 9). To find out how to do this, see section 10.

## 8 What happens if you don't give us some of your personal information?

Where you do not provide the personal information we need in order to provide the service you are asking for or to fulfil a legal requirement, we will not be able to provide the service that you are asking us to give you.

We will tell you about why we need the information when we ask for it.

## 9 When do we use computers to make decisions about you?

We will collect information about you and put this into our computer systems. The computer systems will make certain automated decisions about you which will be based on comparing you with other people. This will have an impact in terms of the level of premium or product that we offer to you. We may also use automated decision making to conduct an identity verification check.

For example, if you are under 25 years of age, the computer system may determine that you are more likely to have a car accident. This is because the computer system has been told that more people aged under 25 have vehicle accidents.

This is important because:

- **In providing insurance services** it helps us decide what price you should pay for your policy and understand any risks associated with that policy;
- **In identity verification** it helps us to check that you are who you say you are and to prevent others from imitating you;

We also use computer systems to carry out modelling, sometimes using your personal information and sometimes using data in anonymised form. We conduct this modelling for a variety of reasons, for example, for risk assessment purposes to make decisions about you, such as your likelihood to claim. However, we may also use your personal information in that modelling to make decisions about how we improve and develop our products and services, or our pricing and underwriting, or to better understand how our prospective customers make decisions about which policy is the optimal policy (i.e. we are not making decisions directly about you).

## 10 How to contact us about this privacy notice

Our Data Rights Team are responsible for responding to your requests to exercise your rights which are set out below. The Data Rights Team may be contacted at U K Insurance Limited, Churchill Court, Westmoreland Road, Bromley, BR1 1DP, or alternatively by email at Data.Rights.Requests@directlinegroup.co.uk.

**You may contact us at the address above for one or more of the following reasons:**

- 1 To ask us to correct information about you that is wrong or incomplete, or to delete personal information about you (the so-called "Right to be Forgotten").
- 2 To ask us to delete personal information about you (the "Right to Erasure"). We are not required to erase information if we still need it for the purposes for which it was

collected or processed, including to maintain records after cancellation or expiry of your policy, or where we have other legal grounds for processing your information.

- 3 To tell us you no longer agree to, that you object to, or that you wish to restrict us using information about you and ask us to stop.
- 4 A right of access, namely to ask us to provide you with a copy of all of the personal information that we have about you.
- 5 A “data portability” right, namely to obtain and reuse the information that you have provided to us for your own purposes across different services. You may ask for this information to be provided directly to you or directly to another organisation. We will provide the information in a machine-readable format so that another organisation’s software can understand that information.
- 6 To ask us to review automated decisions made about you (as explained in section 9).

Sometimes we will not be able to stop using your personal information when you ask us to (e.g. where we need to use it because the law requires us to do so or we need to retain the information for regulatory purposes).

In other cases, if we stop using your personal information, we will not be able to provide services to you, such as administering your insurance policy or servicing your claim.

We will tell you if we are unable to comply with your request, or how your request might impact you, when you contact us.

## Complaints

If you have any concerns about the way in which we are using your personal information, please contact our Data Protection Officer in the first instance at

U K Insurance Limited, Churchill Court,  
Westmoreland Road, Bromley, BR1 1DP  
or alternatively by email at [DataProtection@directlinegroup.co.uk](mailto:DataProtection@directlinegroup.co.uk) and we will endeavour to resolve your concern. However, you do also have the right to complain about how we treat your personal information to the Information Commissioner’s Office (“ICO”).

The ICO can be contacted at:

ICO website: <https://ico.org.uk/global/contact-us/>

ICO telephone: 0303 123 1113

ICO textphone: 01625 545860

## Motor Insurance Database

Information relating to your policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers’ Bureau (MIB). The MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- Electronic Licensing (Tax Discs),
- Continuous Insurance Enforcement,
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders),
- The provision of government services and/ or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. It is our responsibility to update your policy to the MID. We fully comply with the agreements in place with the MIB to update your details within seven days; however it is important that you check your policy documents ensuring that the registration number is recorded correctly.

If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number is shown on the MID at [www.askMID.com](http://www.askMID.com).

If the registration number is not shown correctly on your policy documents, or you cannot find your vehicle on the MID, please contact us immediately.

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