



# Motor Insurance Policy

Mercedes-Benz Insurance

**defaqto** ★★★★★



## Mercedes-Benz Customer Service

If you have any queries on your policy, or wish to make any amendments to it, please call Customer Services on:

**0345 040 2090**

our opening hours are 9am to 7pm Monday to Friday and 9am to 4pm Saturday.

## Mercedes-Benz Insurance Claims Assistance

Mercedes-Benz Claims Assistance provides a range of benefits and services designed to minimise your inconvenience in the event of a claim. If you need to make a claim in the UK, call:

**0344 4933 231**

and explain what has happened. If you are abroad please call:

**+44 191 2889844**

Lines are open 24 hours, every day of the year.

For windscreen claims call:

**0344 4933 231**

## Breakdown Assistance in the UK

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

**01423 535048**

## Breakdown Assistance in Europe

If you have purchased this Additional Optional Product and need breakdown assistance whilst driving in Europe, please call

**+44 1423 535048**

### Telephone calls and recording

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

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# How to make a claim

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

## What to do after an incident

1. If an incident causes damage to another car, an animal or property, or if anyone is injured, the law says **you** must stop. **You** must give **your** name, address and vehicle registration number to anyone involved. If anyone is injured, **you** must show **your certificate of motor insurance** to the police or anyone who asks and **you** are allowed time to do this. **You** must tell **Mercedes-Benz Insurance** about every incident **you** are involved in, even if **you** are not at fault or not intending to make a claim.
2. **You** should ask the other people:
  - Their names, addresses and telephone numbers;
  - The name, address and telephone number of their insurance company and their policy number with that insurer;
  - Their vehicle registration number if applicable; and
  - The name, address and telephone number of any witnesses.
3. Do not admit that **you** are to blame or offer to pay for anything.
4. Do not sign anything at the scene of an incident.
5. If possible make a rough sketch or take a photograph of any accident scene. It would help if **you** could also note the position of any vehicles involved before and after the accident. Note the weather conditions and the time of day.
6. Tell **Mercedes-Benz Insurance** about the incident as soon as possible by calling 0344 4933 231. Don't forget that if **you** are a Mercedes-Benz owner **you** are guaranteed that in the event **your** Mercedes-Benz vehicle is damaged as a result of an incident that it will be repaired by Mercedes-Benz trained technicians, in a Mercedes-Benz **approved repairer**, using only genuine Mercedes-Benz parts and paint. For **your** peace of mind all labour, paint and genuine parts are covered by a three-year warranty (excluding wear and tear). Please note that **you** are entitled to select a repairer of **your** choice, however, if **you** take this option then the guarantee on parts, labour and paint may not apply and **you** may not be entitled to a courtesy car.
7. Do not reply to any letters or documents **you** receive about the incident but send them straight to **the insurer**. **Mercedes-Benz Insurance** will give **you** the address **you** need to use when **you** advise them of any incident.

### **What to do if your vehicle is stolen**

1. Report the loss to the police and obtain a crime reference number.
2. Tell **Mercedes-Benz Insurance** about the loss of **your vehicle** by calling 0344 4933 231.
3. If **you** know where **your vehicle** is try to make sure that it is safe and secure.
4. If the location of **your vehicle** is not known but subsequently found, please advise **Mercedes-Benz Insurance** immediately **you** are notified of its location.
5. If **your vehicle** is not found and a payment is made in settlement then **you** will be required to send all vehicle documents and keys directly to **the insurer** at the address **Mercedes-Benz Insurance** gives **you** when **you** report the **theft**.

### **Damage to glass**

**You** should call the **Mercedes-Benz Insurance** claims assistance number 0344 4933 231. The details will be taken and **you** will be put in contact with an approved glass repairer. Please check if the glass can be repaired rather than replaced as this can save **you** money.

# Introduction

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

## The contract of insurance

This is a legally binding contract of insurance between **you** and **the insurer** specified in **your policy schedule** and **your certificate of motor insurance**. **You** enter into a contract with **the insurer** when **you** agree to take out the policy under the terms and conditions **the insurer** has offered and **you** agree to pay the premium. It is **your** responsibility to ensure that all persons insured are aware of the terms and conditions of this policy.

The following documents form the contract of insurance; please read them and keep them safe:

- This policy booklet;
- The **statement of fact** issued by **Mercedes-Benz Insurance** that contains the information given by **you**;
- **Your policy schedule**;
- Any **clauses** or **endorsements** applicable to and endorsed on this policy, as set out in **your policy schedule**;
- **Your certificate of motor insurance**; and
- Any changes to **your** insurance policy contained in any notices issued by **Mercedes-Benz Insurance** or **the insurer** at renewal.

In return for **you** paying **your** premium, **the insurer** will provide the cover shown in **your policy schedule** under the terms and conditions of this policy during the **period of insurance**. Any changes agreed during the **period of insurance** will be treated as a continuation of the contract of insurance.

## Renewal of the contract of insurance

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

## Choice of law

The law of England and Wales will apply to this contract unless:

1. **you** and **the insurer** agree otherwise; or
2. at the date of the contract **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland or Northern Ireland in which case (in the absence of agreement to the contrary) the law of that country will apply.

## Use of language

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

## Important information and changes the insurers need to know about

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

If the information provided by **you** or anyone acting on **your** behalf is not complete and accurate

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

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

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

- a change of address or a change to where **your vehicle** is kept overnight;
- a change to the occupation of any of the people insured to drive **your vehicle**;
- a change to the people insured to drive **your vehicle**;
- if any of the people insured to drive was a provisional licence holder and pass their driving test;
- motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured to drive **your vehicle**;
- criminal convictions for any of the people insured to drive **your vehicle**;
- a change of vehicle;
- any vehicle modifications;
- any change affecting ownership of the vehicle; or
- any change in the way that the vehicle is used.

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

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

### **Customers with Disabilities**

This policy booklet and other associated documents are also available in large print, audio and Braille. If **you** require any of these formats please contact **Mercedes-Benz Insurance** on 0345 040 2090 between 9.00am and 7.00pm Monday to Friday and between 9.00am and 4.00pm on Saturday, or write to **Mercedes-Benz Insurance**, Artisan, Hillbottom Road, High Wycombe, HP12 4HJ.

## **Definitions and meaning of words in bold**

To save lengthy repetition, wherever the following words or phrases appear in **bold**, they will have the following meanings unless otherwise stated for any policy Section:

### **Accessories**

Additional or supplementary parts of **your vehicle** not directly related to its function as a vehicle. These will include radios and other in-vehicle entertainment, communication equipment, vehicle telephones and satellite navigation equipment all of which must form an integral part of **your vehicle**. Mobile phones which operate independently through a battery pack and any other standalone satellite navigation equipment are not **accessories** within this definition. Where **your vehicle** is a motor caravan the term shall also include fixtures, fittings, furniture and furnishings.

### **Approved Repairer**

An authorised Mercedes-Benz bodyshop or other vehicle repairer bodyshop approved by **your insurer** to repair **your vehicle** in accordance with manufacturer standards.

### **Certificate of Motor Insurance**

A document that provides proof that **you** have the motor insurance necessary to comply with the law. It shows who can drive **your vehicle**, what purposes it can be used for and whether or not **you** are permitted to drive other vehicles. The **certificate of motor insurance** does not show the full policy cover and for this **you** need to refer to this policy. Wherever the expression **certificate of motor insurance** is used in this policy, it means the current **certificate of motor insurance** that is in force and not one which **the insurer** has withdrawn or which has ceased to be valid.

### **Clauses or Endorsements**

Changes in the terms of **your** policy, that apply to **you** and **your** policy are shown in **your policy schedule**.

### **Compulsory Motor Insurance Legislation**

Any legislation, including any Road Traffic laws or regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.



### **Excess**

The amount **you** will have to pay towards the cost of **your** claim if **your vehicle** is lost, stolen or damaged. This applies whether or not the claim is **your** fault and includes claims for accidental damage, **theft, fire** and malicious damage.

### **Fire**

**Fire**, self ignition, lightning and explosion.

### **Green Card**

A document required by certain non-EU countries to provide proof that **you** have the minimum compulsory insurance cover required by law to drive in that country.

### **Hazardous locations**

- Power stations
- Nuclear installations or establishments
- Refineries, bulk storage or production premises in the oil, gas or chemical industries
- Bulk storage or production premises in the explosive, ammunition or pyrotechnic industries
- Ministry of Defence premises
- Military bases
- Rail trackside or any other rail property to which the public do not have lawful access

### **High category hazardous goods**

Any substance within the following United Nations Hazard Classes:

1: Explosives

5.2: Organic peroxides

1.1: Toxic substances

1.2: Infectious substances

7: Radioactive materials

### **Ignition Keys**

Any key, device or code used to secure, gain access to, and enable **your vehicle** to be started and driven.

### **Legal Personal Representative**

A person who is either an executor for the estate of a deceased person or the administrator of an estate if there was no will.

### **Loss of any limb**

Severance at or above the wrist or ankle, or the total and permanent loss of use of, a hand, arm, foot or leg.

### **Market Value**

The value of **your vehicle** at the time of the loss or damage compared with one of the same make, model, age, specification and condition.

## **Mercedes-Benz Insurance**

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

### **Period of insurance**

The period of time covered by this policy as shown in **your policy schedule**, or until the policy is cancelled. Each renewal represents the start of a new **period of insurance**.

### **Personal Belongings**

Items that are usually worn, carried by a person or carried in **your vehicle**. This includes clothing, luggage, and portable audio equipment, multi-media equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems not permanently fitted to **your vehicle**.

### **Policy Schedule**

This document forms part of the contract of insurance and shows details of **you, your vehicle**, the insurance cover provided to **you**, other people insured to drive **your vehicle** and will show any additional **clauses** or **endorsements** applying to **your** policy.

### **Statement of Fact**

A written record of information given by **you** to **Mercedes-Benz Insurance** and it forms part of the contract of insurance. **You** should check this document to ensure that it is an accurate reflection of the information provided by **you** or someone acting on **your** behalf.

### **Territorial Limits**

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, the Republic of Ireland, Andorra, Austria, Belgium, Bulgaria, the Czech Republic, Croatia, Cyprus, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, the Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland.

### **Terrorism**

As defined under Section 2 Liability to Third Parties.

### **The insured/you/your**

The policyholder named on **your policy schedule**.

### **The insurer/us/our**

The insurance company specified in **your policy schedule** and **your certificate of motor insurance**, except where otherwise shown for any specific policy Section.

### **Theft**

**Theft**, attempted **theft** or the taking of **your vehicle** without **your** consent

### **Your vehicle**

Any motor vehicle described in **your policy schedule**, any other motor vehicle for which details have been supplied to **us** and a **certificate of motor insurance** bearing the registration mark of that motor vehicle which has been delivered to **you** in accordance with Road Traffic Acts and remains effective. Any motor vehicle loaned to you or people entitled to drive your vehicle shown on your certificate of motor insurance by a supplier

the insurer has nominated or you have selected following a claim under the policy. Any motor vehicle loaned to you or people entitled to drive as shown on your certificate of motor insurance for up to seven days by a garage, motor engineer or vehicle repairer while the motor vehicle described in your policy schedule is being either serviced, repaired or having an MOT test.

**Your partner**

**Your** civil partner, domestic partner, husband or wife, living at the same address and sharing financial responsibilities. This does not include any business partners or associates.

**United Kingdom**

England, Northern Ireland, Scotland and Wales.

# Section 1 - Cover for your vehicle

## What is covered under Section 1

### Loss of or damage to your vehicle

If **your vehicle** is lost, stolen or damaged, **the insurer** may, at their option, either:

- pay for **your vehicle** to be repaired; or
- replace **your vehicle**; or
- pay a cash amount for the loss or damage.

The maximum amount **the insurer** will pay will be the **market value** of **your vehicle** but not exceeding **your** estimate of the value shown in **our** records.

The same cover also applies to **accessories** and spare parts relating to **your vehicle** while these are in or on **your vehicle** or while in **your** locked private garage. However, **the insurer** will pay for loss or damage to **your vehicle's** audio equipment, which is away from **your vehicle** or private garage, if such equipment has been designed to be removable or partly removable, cannot function independently of **your vehicle** and has been temporarily removed for purposes of security or maintenance.

If, to **our** knowledge, **your vehicle** is subject to a hire purchase or leasing agreement, any payment will be made to the owner described in that agreement as a full and final settlement of **the insurer's** liability.

If **your vehicle** is disabled through loss or damage insured under this policy **the insurer** will pay:

- the cost of protection and removal to the nearest repairers; and
- the cost of delivery to **you** after repair but not exceeding the cost of transporting **your vehicle** to **your** address in the **United Kingdom**; and
- a hire car of up to 1600cc for 24 hours subject to the hirer's terms and conditions. This free period of cover excludes fuel cost, parking fees or fines; or
- overnight accommodation for the passengers and driver for one night up to a maximum of £150 in total. This payment is in total and not per passenger. This insurance policy does not include the cost of providing meals or drinks; or
- a refund of the cost of public transport for the driver and up to four passengers to reach the end of their journey subject to a maximum of £150 in total. **You** will need to produce receipts in order to claim for this. If **your vehicle** is stolen and not recovered arrangements will be made to provide alternative transport up to a total value of £150 in order to complete the journey.

## **New vehicle replacement**

**The insurer** will replace **your vehicle** with a new vehicle of the same make, model and specification (if one is available in the **United Kingdom**), if within 12 months of **you** or **your partner** buying **your vehicle** from new:

- any repair cost or damage in respect of any one claim covered by the policy exceeds 60% of your vehicle's United Kingdom list price (including VAT and vehicle tax) at the time of purchase; or
- your vehicle is stolen and not recovered.

Replacement is subject to:

- your vehicle being owned by you or your partner or having been purchased by either of you under a hire purchase agreement (any vehicle the subject of any type of leasing or contract hire agreement is not eligible for replacement);
- the agreement of any interested hire purchase company; and
- you or your partner being the first registered owner of your vehicle or are the second registered keeper of your vehicle, where your vehicle has been pre-registered in the name of the manufacturer or supplying dealer, providing at the time of purchase by you or your partner the mileage was less than 250 miles.

Vehicles sold as 'ex-demonstrators' and 'nearly new' do not qualify for replacement under this Section.

If **you** or **your vehicle** do not qualify for new vehicle replacement, an identical replacement is unavailable within the **United Kingdom** or **you** elect not to take the settlement offered then the settlement will be the **market value** of **your vehicle** at the time of the loss.

## **Vehicle Recovery in the event of an accident, Fire or Theft**

In the **United Kingdom**, **Mercedes-Benz Insurance** can arrange for the protection and removal of **your vehicle** following an incident. If **your vehicle** is not safe to drive after an incident, **you** should telephone **Mercedes-Benz Insurance** on 0344 4933 234 and they will arrange for someone to come to **you** and help **you** (including transport for **you** and **your** passengers home or for the completion of **your** journey if necessary).

If **your vehicle** cannot be made roadworthy within a reasonable time, it will be taken to an **approved repairer**. **You** may request that **your vehicle** is taken to a repairer of **your** choice if it is nearer, but if this is not an **approved repairer you** may forfeit access to a courtesy car as **the insurer** cannot guarantee that a non approved repairer will be able to supply one. It may also lead to delays in arranging Repairs to **your vehicle** and the **Mercedes-Benz Insurance** guarantee on parts, labour and paint may not apply.

The employees and contractors that provide this service on behalf of **the insurer** will use care and skill when providing the incident recovery service. However, they can cancel services or refuse to provide them if, in their opinion, **your** demands are excessive, unreasonable or not practical.

## European Accident Recovery

In the event of an accident in Europe please call **Mercedes-Benz Insurance** on +44 191 2889844. The insurance cover that will apply is the same as the limits set out in this policy document, however, there is no courtesy car provision unless **your vehicle** is repaired in the **United Kingdom** and **you** may not have access to an approved Mercedes-Benz bodyshop with genuine parts and paint.

**You** may be asked to pay locally and reclaim **your** costs on your return to **the United Kingdom**. But, please remember that if **you** chose to repair **your vehicle** abroad and identify remedial work as a result of the repairs, **you** may be responsible for taking **your vehicle** back to the original garage and having the initial work rectified.

**You** must keep all relevant original receipts (not photocopies) as they will be needed for any claim.

**The insurer** may refuse to arrange reimbursement of any expenses **you** are claiming back if **you** cannot provide original receipts or bills for any items **you** have paid for.

**You** must forward original copies of any European accident statements and/or any police reports to **the insurer**.

Where European Accident Statements (a triplicate form all foreign drivers are required to carry) are concerned please only sign the form if **you** understand what **you** are signing. Keep **your** copy of the form safe until **you** return to the **United Kingdom**.

## Excesses

### Compulsory Excess - £250

**You** will be responsible for the first £250 of any claim for loss, **fire**, **theft** or damage as described in this section of the policy.

Please note that the insurer may apply a higher excess than £250 dependent on the make, model and specification of your vehicle or other risk factors determined by the insurer. If a greater excess applies, this will be shown in your policy schedule.

### Voluntary Excess

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

### Additional Excesses

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

	Additional <b>Excess</b>
a. a driver under 21 years old	<b>£300</b>
b. a driver of 21 or over but under 25	<b>£200</b>
c. a driver of 25 or over who holds a provisional licence to drive <b>your vehicle</b> , or has held for less than one year a full UK or E.C. licence to drive <b>your vehicle</b>	<b>£150</b>

If **you** are only claiming for replacement locks, emergency treatment, for loss of or damage to the glass in **your vehicle's** windscreen, sunroof or windows, or for any scratching of the bodywork arising solely from the breakage of glass, the compulsory **excess**, any voluntary **excess you** have selected and the **excesses** under a, b and c above will not apply, however, please note the specific **excesses** for glass claims in the windscreens, sunroof or windows Sub Section below.

## Glass in windscreens, sunroofs or windows

The **insurer** will cover damage to the windscreen or window glass including the sun-roof in **your vehicle** and any scratching of the bodywork arising directly and solely from the glass breakage. Provided there has been no other loss or damage, any claim under this Sub Section won't affect **your** no claim discount, however **your** premium may increase following a claim.

**You** will also have to pay the first £75 of the cost of glass replacement. This **excess** will not apply when the glass is repaired rather than replaced.

Please note that a higher **excess** than £75 may apply to glass claims and this is dependent on the make, model and specification of **your vehicle**. If a greater **excess** applies, this will be shown in **your Policy Schedule**.

### Specifically for glass claims the insurer will not pay:

- to repair or replace any windscreens, sunroofs or windows not made of glass; or
- more than the **market value** of **your vehicle**.

To make a claim for damage under this Sub Section please call **Mercedes-Benz Insurance** on 0344 4933 231.

### Uninsured Driver Promise

If the driver of **your vehicle** is involved in an accident caused by an uninsured driver, **the insurer** will agree to allow the no claim discount and refund any **excess** which has been paid, even when **the insurer** is unable to make a recovery, subject to **you** being able to provide:

- the vehicle's registration and the make/model of the vehicle; and
- the driver's details.

**You** may initially have to pay **your excess** and lose **your** no claims discount whilst investigations are ongoing.

This promise only applies where the driver of **your vehicle** was not at fault for the accident.

## **What is not covered under Section 1 (exclusions)**

**Your** policy does not cover the following:

1. Loss of use, the wear and tear, depreciation, damage which happens gradually, mechanical, electrical, electronic, computer failures, malfunctions, breakdowns or breakages.
2. Loss or damage arising from **theft** while **your vehicle** has been left unattended with:
  - i. the **ignition keys** in or on **your vehicle**;
  - ii. the engine running;
  - iii. the windows, sunroof, roof or doors left open and unlocked; or
  - iv. any security devices not activated.
3. Damage to tyres by braking or by punctures, cuts or bursts.
4. Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
5. Loss of value following repair.
6. Confiscation, requisition or destruction of **your vehicle** by, or under order of, any Government or Public or Local Authority.
7. The amount of total **excess** specified in **your policy schedule** for each claim if **your vehicle** is lost, stolen or damaged. The amount of **excess** may vary according to the nature of the claim and who is driving – please refer to the specific Section on **excesses** on page 10 of this policy booklet and on **your policy schedule**.
8. Loss of or damage to **your vehicle** caused by **you**, or anyone else insured by this policy, carelessly or recklessly allowing a buyer, someone posing as a buyer or someone acting on behalf of a buyer to defraud or deceive **you**. This includes accepting a form of payment that a bank or building society will not authorise.
9. Loss of or damage to **your vehicle** caused as a result of its repossession by the legal owner.
10. Any damage deliberately caused by **you** or anyone else insured by this policy.
11. Loss of or damage to **your vehicle** arising from the unauthorised taking of **your vehicle** by a member of **your** family or anyone who lives with **you**, unless **you** report them to the police for taking **your vehicle** without **your** consent.
12. Loss of or damage to **your vehicle** by **theft** or attempted **theft**, where **the insurer** requires that **your vehicle** is fitted with an approved tracking device unless, at the time of the loss the tracking device was operational and active and any service



contract was current and valid.

13. Loss of use, or any other indirect loss, following an incident insured under this policy.

# Section 2 - Liability to Third Parties

## What is covered under Section 2

### Your liability

The **insurer** will cover **you** for all amounts for which **you** are legally liable arising out of any incident causing:

- a) another person's death or injury
- b) damage to another person's property up to a maximum amount of £20,000,000 and up to £5,000,000 for costs and expenses.

In respect of any one claim or number of claims arising from the same incident caused by

- **your vehicle**, including loading and unloading;
- any trailer while it is being towed by **your vehicle**; or
- any other vehicle driven by **you** in the **United Kingdom**, the Channel Islands and the Isle of Man which does not belong to **you** or is not hired to **you** under a hire purchase agreement, provided that **your certificate of motor insurance** states that **you** can drive such a vehicle.

Please Note: This does not cover **you** to secure the release of any motor vehicle, other than **your vehicle**, which has been seized by, or on behalf of, any government or public authority

The amount payable under (b), above, for damage to property is limited to £1,220,000 while **your vehicle** is:

- (i) carrying any **high category hazardous goods**; or
- (ii) being used or driven at any **hazardous locations** (other than in an area designated for access or parking by the general public).

### Liability of other people driving or using your vehicle

**Your insurer** will also cover the following people for legal liabilities to third parties:

- any person **you** give permission to drive **your vehicle** provided that **your certificate of motor insurance** covers that person to drive;
- any person **you** give permission to use (but not drive) **your vehicle**, but only whilst using it for social, domestic and pleasure purposes;
- any passenger travelling in or getting into or out of **your vehicle**;
- the employer or business partner of the person using any vehicle for which cover is provided under this Section while the vehicle is being used for business purposes permitted under the policy, except that **the insurer** shall not be liable when:
  - the vehicle belongs to or is hired by such employer or business partner;
  - **the insured** is a corporate body or firm.

### Cross liability and applications of limits

Where there is more than one person or company covered within the terms of this policy, cover under this policy will apply as if each one had been issued with their own separate insurance policy. However the most **the insurer** will pay for all claims arising from one originating cause in respect of damage to another person's property will not exceed the amount shown in Section 2 - **Your** liability.

### **Duty of Care - driving at work, legal costs** The insurer will pay:

- **your** legal fees and expenses incurred with **our** written consent for defending proceedings including appeals
- costs of prosecution awarded against **you** arising from any health and safety inquiry or criminal proceedings for any breach of the:
  - Health and Safety at Work etc. Act 1974
  - Health and Safety at Work (Northern Ireland) Order 1978
  - Corporate Manslaughter and Corporate Homicide Act 2007 The limits of cover in respect of such legal fees, expenses and costs are:
    - (a) Health and Safety at Work etc. Act 1974 and Health and Safety at Work (Northern Ireland) Order 1978 - £100,000
    - (b) Corporate Manslaughter and Corporate Homicide Act 2007 - Unlimited

The insurer will not pay:

unless the proceedings relate to an actual or alleged act, omission or incident committed during the **period of insurance** within the **territorial limits** and in connection with the business;

unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of **you** of any motor vehicle or trailer in circumstances where compulsory insurance or security is required by **compulsory motor insurance legislation**;

in respect of proceedings which result from any deliberate act or omission by **you** or any person insured; or

where cover is provided by another insurance policy.

### **Legal Personal Representatives**

In the event of the death of anyone who is insured under this Section, **the insurer** will protect his or her **legal personal representatives** against any liability of the deceased person if that liability is insured under this Section.

### **Legal costs**

If there is an incident that is covered under this policy **the insurer** may at their absolute discretion consider payment in respect of the following legal costs:

solicitors fees for representing **you** at any fatal accident enquiry, Coroner's, magistrates or similar court; and the cost of legal services to defend **you** against a charge of manslaughter or causing death by dangerous or reckless driving.

If the insurer agrees to pay these costs under this policy the choice and appointment of legal representation and the extent of any assistance that they provide will be entirely at their discretion. There will be no agreement to pay these costs unless the insurer has confirmed this to **you** in writing.

**The insurer** will not pay representation for: a plea of mitigation (unless the offence you are charged with carries a custodial sentence); and appeals.

## What is not covered under Section 2 (exclusions)

The cover under this Section will not apply:

1. If any person insured under this Section fails to observe the terms and conditions of this policy as far as they can apply.
2. The cover will also not apply if they can claim under another policy.
3. To death or injury to any employee of the person insured which arises out of or in the course of such employment except where such liability is required to be covered by **compulsory motor insurance legislation**.
4. In respect of loss of or damage to property belonging to or in the care of anyone **the insurer** covers who claims under this Section.
5. In respect of any loss of or damage to any vehicle the use of which is covered under this Section or any trailer, caravan or other vehicle being towed.
6. To any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event, except to the extent that **we** must provide cover under the Road Traffic Acts:

### 1. Terrorism

**Terrorism** is defined as any act or acts including, but not limited to:

- a) The use or threat of force and/or violence and/or
  - b) Harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/ or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be or occasioned in whole or in part for such purposes
2. Any action taken in controlling, preventing, suppressing or in any way relating to (1) above

In respect of 1 and 2 above, where **we** must provide cover under the Road Traffic Acts the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by a motor vehicle or motor vehicles driven or used by **you** or any other person, for which cover is provided under this section, will be:

- 1) £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause, or;
- 2) Such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the Road Traffic Acts.

# Section 3 - Personal Accident Benefit

## What is covered under Section 3

If **you** or **your partner** suffer accidental bodily injury in direct connection with **your vehicle** or while getting into, out of or travelling in any other motor vehicle, not belonging to **you** or hired to **you** under a hire purchase agreement, **the insurer** will pay the injured person the amount shown below. **The insurer** will pay this amount if, within three months of the incident, the injury is the sole cause of:

- death;
- irrecoverable loss of sight in one or both eyes;
- irrecoverable loss of hearing in one or both ears; or
- **loss of any limb.**

The most **the insurer** will pay any one person after any accident is £10,000.

The most **the insurer** will pay any one person during any one **period of insurance** is £20,000.

## What is not covered under Section 3 (exclusions)

This Section does not cover:

1. Corporate bodies or firms.
2. Death or bodily injury arising from suicide or attempted suicide.
3. Deliberately injuring yourself or **your partner**.
4. Any result of natural disease or weakness.
5. Death or bodily injury to **you** or **your partner** if **you** or **your partner** had not complied with the law relating to the use of seat belts.
6. Injury or death, if at the time of the incident, the driver was under the influence of drink or drugs in excess of the legal limits in the country where the incident occurred.

# Section 4 - Medical expenses

## What is covered under Section 4

If **you**, or any other person in **your vehicle**, are injured as a direct result of **your vehicle** being involved in an accident, **the insurer** will pay the medical expenses arising in connection with that accident.

The most **the insurer** will pay for each injured person is £500.

# Section 5 - Personal Belongings and child seat cover

## What is covered under Section 5

**The insurer** will pay **you** (or, at **your** request, the owner) for the value of loss or damage caused to **personal belongings** by **fire, theft** or an accident while the **personal belongings** are in or on **your vehicle**.

The maximum amount payable for any one incident is £500 and is subject to **you** making a claim which is accepted by **the insurer** under Section 1 of **your** policy.

If **you** have child seat(s) fitted in **your vehicle** and **your vehicle** is involved in an accident or damaged following **fire, theft** or malicious damage **the insurer** will contribute up to £100 per child seat towards the cost of a replacement even if there is no apparent damage to the child seat(s), subject to **you** making a claim for the same incident which is accepted by **the insurer** under Section 1 of **your** policy.

## What is not covered under Section 5 (exclusions)

**The insurer** will not pay for loss of or damage to the following:

1. Money, stamps, tickets, documents or securities (such as share and premium bond certificates), vouchers, cheque books, debit, credit or loyalty cards or jewellery, including watches.
2. Goods or samples carried in connection with any trade or business.
3. Any loss following **theft** if **your vehicle** was unoccupied at the time of the loss, unless it was locked and the **ignition key** was not on or in **your vehicle**.

# Section 6 - Emergency treatment

## What is covered under Section 6

**The insurer** will reimburse any person using any vehicle covered under this policy for payments made under **compulsory motor insurance legislation** for emergency treatment.

A payment made under this Section will not prejudice **your** no claim discount and no **excess** will apply.

# Section 7 - No Claim Discount

If **you** do not make a claim under **your** policy, **the insurer** will increase **your** no claim discount when **you** renew **your** policy in line with the scale **the insurer** applies at that time.

If **you** have opted to protect **your** no claim discount then information regarding the protection provided will be included on **your** documentation from **Mercedes-Benz Insurance**.

If more than one vehicle is insured by this policy, the no claim discount will be applied as if a separate policy had been issued for each vehicle.

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

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

# Section 8 - Foreign Use

## What is covered under Section 8

In compliance with EU Directives this policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in:

- any country which is a member of the European Union;
- any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 8 of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.

In addition to this minimum cover, the policy provides the cover shown in the **policy schedule** in any country in the **territorial limits**, subject to:

- **your vehicle** being normally kept in the **United Kingdom**;
- use of **your vehicle** for visits to countries outside the **United Kingdom** being of a temporary nature, not exceeding three calendar months in any one trip.

### Cover includes:

- transit by sea, air or rail in or between countries within the **territorial limits**;
- reimbursement of any customs duty **you** may have to pay after temporarily importing **your vehicle** into any country within the **territorial limits**, subject to **your** liability arising as a direct result of a claim covered under this policy;
- reimbursement of:

- any contribution to general salvage charges which **you** are required to pay; and
- any expense which **you** incur arising out of any necessary action **you** take to minimize or avoid loss or damage to **your vehicle** or its **accessories** provided that loss or damage is one that would have been covered by this policy; arising out of an event while **your vehicle** is being transported by sea between any countries within the **territorial limits** provided **your vehicle** is covered for loss or damage under this policy.

### **If you take your vehicle abroad**

All countries within the **territorial limits** have agreed that a **green card** is not necessary for cross border travel. **Your certificate of motor insurance** provides sufficient evidence that **you** are complying with the laws on the compulsory insurance of motor vehicles in any of these countries that **you** visit.

There is no cover for countries outside the **territorial limits**. **The insurer** may, however, be prepared to extend cover to certain countries on request, in which case **the insurer** will provide **you** with a **green card** and an additional premium will be required.

If **you** want to extend **your** cover, please contact customer services at **Mercedes-Benz Insurance** on 0345 040 2090.

## Section 9 - Replacement locks

### **What is covered under Section 9**

If the **ignition keys** or lock transmitter of **your vehicle** is lost or stolen **the insurer** will pay for the cost of replacing:

- the door locks and/or boot lock;
- the ignition/steering lock;
- the lock transmitter and central locking interface

provided that **the insurer** is satisfied that any person who may have the **ignition keys** or lock transmitter knows the identity or location of **your vehicle**, and care had been taken to safeguard the **ignition keys** or lock transmitter from loss. **You** should report the loss or the fact that **your ignition keys** or lock transmitter have been stolen to the police and obtain a crime reference number.

**Your** no claim discount will not be affected and no **excess** is applicable when making a claim under this section.

### **What is not covered under Section 9 (exclusions)**

**The insurer** will not pay for loss of or damage to the following:

1. **Ignition keys** or lock transmitter left in or on **your vehicle**;
2. The cost of replacing alarms or other security devices.



# Section 10 - Courtesy/Hire Vehicle

## What is covered under Section 10

After an incident covered by **your** policy, and if **your vehicle** is repaired by an **approved repairer**, a standard vehicle will be provided whilst **your vehicle** is repaired.

A standard vehicle will, as a minimum, be a small, 1.0L vehicle with 3 doors.

If **your vehicle** cannot be repaired or has been stolen and not recovered **the insurer** will arrange for the hire of a standard vehicle for up to 14 days or up until **your** settlement cheque is received (whichever is the earlier).

**The insurer** will only supply a vehicle if **your** claim is accepted.

## Additional Optional Products

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

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

## General Exclusions

**Your** policy does not cover the following:

1. Any accident, injury, loss or damage while any vehicle that is insured under this policy is being:
  - a) used otherwise than for the purposes described under the 'Limitations as to use' section of **your certificate of motor insurance**;
  - b) driven by, or is in the charge of anyone for the purposes of being driven who:
    - is not described under the section of **your certificate of motor insurance** that shows the people entitled to drive;
    - does not have a valid and current licence to drive **your vehicle**; or
    - is not complying with the terms and conditions of their licence.

However, **the insurer** will not withdraw this cover:

- i. while **your vehicle** is in the custody or control of a member of the motor trade for the purposes of maintenance or repair, or while **your vehicle** is being parked by an employee of a hotel or restaurant or vehicle parking service.
  - ii. if the injury, loss or damage was caused as a result of **your vehicle** being stolen or having been taken without **your** permission.
  - iii. by reason of the person driving not having a driving licence, if **you** had no knowledge of such deficiency.
2. Any liability **you** have agreed to take on except to the extent **you** would have had that liability if that agreement did not exist.

3. Loss or destruction of, or damage to, any property or associated loss or expense, or any other loss or any legal liability that is directly or indirectly caused by, contributed to or arising from:
  - i. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - ii. the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. Any accident, injury, loss or damage if **your vehicle** is registered outside the **United Kingdom**, unless previously agreed by **the insurer**.
5. Any loss, damage, injury or death occurring whilst **your vehicle** is being used in any part of an aerodrome or airport provided for the take-off or landing of aircraft, or in aircraft parking aprons (including the associated service roads and ground equipment parking areas) or those parts of passenger terminals which come within the Customs examination area. This exclusion will not apply where such liability is required to be covered by **compulsory motor insurance legislation**.
6. Loss, damage, injury or death directly caused by pollution or contamination, unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance**. This exclusion will not apply where such liability is required to be covered under **compulsory motor insurance legislation**.

For the purposes of this Exclusion, pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere.

7. **The insurer** will not pay for any claim which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such claim has been contributed to by any other cause or event:
  - a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
  - b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above except to the extent that it is necessary to meet the requirements of **compulsory motor insurance legislation**

# Cancellation Conditions

## 1. Your cancellation rights: The 14 day cooling off period

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

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

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

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

## After the 14 day cooling off period

If **you** do not exercise **your** right to cancel **your** policy under the cooling off period, **your** policy will continue in force and **you** will be required to pay the premium.

Following the expiry of **your** 14 day cooling off period, **you** continue to have the right to cancel this policy at any time during the **period of insurance**. If **you** do so, and no claim(s) have been paid or advised to **the insurer** **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **the insurer** has provided such cover.

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

To cancel **your** policy, please contact customer services at **Mercedes-Benz Insurance** on 0345 040 2090.

Please note that if the insurer has recovered or subsequently recovers their outlay on a claim then regardless of when cancellation was initiated you will be entitled to a refund less a proportionate deduction for the time the insurer has provided such cover.

## 2. The insurer’s right to cancel

**The insurer** or **Mercedes-Benz Insurance**, who act with **our** specific authority, may cancel **this** policy where there is a valid reason for doing so, by sending at least 7 days’ written notice to the last postal address **you** gave **Mercedes-Benz Insurance**.

Valid reasons include but are not limited to the following:

- Non-payment of premium, including any payments missed under an **insurer’s** credit agreement. **You** will receive at least 14 days notice in writing if **the insurer** intends to cancel due to non-payment of premium. If **you** pay by the date set out in the

letter no further action will be taken. If **you** do not pay by this date **the insurer** may cancel this policy from the cancellation date shown on the letter.

- Where **the insurer** reasonably suspects fraud or misrepresentation.
- Where **you** fail to co-operate with **the insurer** or **Mercedes-Benz Insurance** and fail to provide **us** with information or documentation **the insurer** may reasonably require, and this affects **our** ability to process a claim or defend **our** interests. See also the 'Claims procedure' Condition of the General Conditions on page 27 in this policy booklet.
- Where **you** have not taken care to provide complete and accurate answers to the questions **Mercedes-Benz Insurance** asks.
- If the changes **you** make to the risk are unacceptable to **the insurer** then they may cancel **your** policy under this Condition.

If **the insurer** cancels the policy under this Condition, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **the insurer** has provided such cover, unless the reason for cancellation is fraud and/or **the insurer** is legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

Where **the insurer's** investigations provide evidence of fraud or a serious misrepresentation of information **the insurer** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **you** provided **Mercedes-Benz Insurance** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out, which means that the policy will be considered null and void.

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

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by the insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

# General Conditions

## 1. Claims procedure

- a) As soon as reasonably possible, and when it is safe to do so, after any incident, injury, loss or damage, **you** or **your legal personal representative** must telephone the **Mercedes-Benz Insurance** claims assistance telephone number 0344 4933 231.

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

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

- b) **You**, or anyone else, claiming under this policy, must not admit to any fault or liability for any claim, promise any payment or refuse any claim without **our** written consent.

If **the insurer** wants to, **the insurer** can take over and conduct in **your** name or the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for **our** own benefit to recover any payment **the insurer** has made under

this policy. **The insurer** shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give **the insurer** all the information and assistance necessary for **the insurer** to achieve a settlement or pursue a recovery.

- c) **You** must notify the police as soon as reasonably possible if **your vehicle** is lost, stolen or broken into.
- d) In the following table are some examples of information and documents **the insurer** may request. However, **the insurer** may also ask for other information, documents and assistance relevant to **your** claim.

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

## 2. Other insurance

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

This Condition does not apply to Personal Accident Benefit under Section 3, which will be paid as stated under that Section.

This provision will not place any obligation upon **us** to accept any liability under Section 2 which **the insurer** would otherwise be entitled to exclude under Exclusion 2 to Section 2.

## 3. Payments made under compulsory motor insurance legislation and rights of recovery

If the law of any country in which this policy covers **you** says **the insurer** must pay a claim which they would otherwise not have paid, then **the insurer** is entitled to recover such payments from **you**.

## 4. Your duty to prevent loss or damage

**You** must protect **your vehicle** from loss or damage and maintain **your vehicle** in an efficient and roadworthy condition at all times. **The insurer** shall have, at all times and with reasonable notice, free access to examine **your vehicle**.

## 5. Your duty to comply with all of the terms of this policy

**Our** provision of insurance under this policy is conditional upon **you**, any person entitled to drive **your vehicle** and anyone else whose liability is covered under **your** policy having met the terms and conditions of **your** policy as far as they can apply.

Any declarations made or statements given to **the insurer** or to **Mercedes-Benz Insurance** verbally, electronically or in writing, or in the **statement of fact** on which this policy is based are complete and correct as far as **you** know.

## 6. Fraud

If **your** claim is in any way dishonest or exaggerated **the insurer** will not pay any benefit under this policy and will not return any premium to **you**. **The insurer** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **The insurer** may also take legal action against **you**. If **the insurer** has made any payments relating to **your** claim they may recover those costs from **you**.

## 7. Mileage

**The insurer** reserves the right to establish the mileage on **your vehicle** at any time. When **your** policy premium has been calculated on a selected annual mileage basis and **you** believe that this mileage will be exceeded then **you** should tell **Mercedes-Benz Insurance**. If the selected annual mileage has been exceeded **the insurer** may increase **your** premium to that which applies to the mileage driven.

## 8. Vehicle sharing and insurance

If **you** receive a contribution as part of a vehicle sharing arrangement involving the use of **your vehicle** for carrying passengers for social or similar purposes, **the insurer** will not consider this to be carrying passengers for hire and reward providing:

- **Your vehicle** is not constructed or adapted to carry more than eight passengers (excluding the driver)
- The passengers are not being carried in the course of a business of carrying passengers
- The total contributions received for the journey concerned do not involve an element of profit

If your vehicle is used under a vehicle sharing arrangement and you have any doubt as to whether this arrangement is covered under this policy then you should contact Mercedes-Benz Insurance on 0345 040 2090 for confirmation.

# Complaints Procedure

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

## What will happen if you complain?

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

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

## What to do if you are unhappy?

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

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

### **Mercedes-Benz Insurance**

Artisan, Hillbottom Road, High Wycombe, HP12 4HJ.

Telephone: 0345 040 2090

Email: [customerservice@mercedes-benzcarinsurance.co.uk](mailto:customerservice@mercedes-benzcarinsurance.co.uk)

If **your** complaint is about a claim or the services provided during the claim process

Please contact the Complaints Manager for **the insurer** using the contact details for **the insurer** provided in **your** document pack

If **you** are unsure of **the insurer's** details please contact **Mercedes-Benz Insurance** on 0345 040 2090.



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

The Financial Ombudsman Service Exchange Tower  
London E14 9SR

Telephone: 0800 023 4567 (free from landlines) or 0300 123 9123

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

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

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

Further information is available from:

Financial Services Compensation Scheme 10th  
Floor Beaufort House  
15 St Botolph Street  
London  
EC3A 7QU

Telephone: 0207 741 4100

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

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Business address: Artisan, Hillbottom Road, High Wycombe, HP12 4HJ. Lloyd Latchford is authorised and regulated by the Financial Conduct Authority under firm reference 496330. For mutual security, calls are recorded and/or monitored for training purposes. Please note, we may decline to quote in some circumstances. Mercedes-Benz Insurance Services UK Limited is authorised and regulated by the Financial Conduct Authority (FCA number 311715).

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

[www.mercedes-benz.co.uk](http://www.mercedes-benz.co.uk)

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