



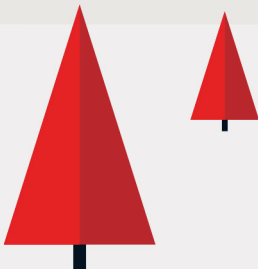
TOYOTA

ALWAYS A
BETTER WAY



Toyota Commercial Motor Insurance

Your Policy Booklet



Toyota Motor Insurance

The better way to insure your vehicle

This booklet contains:

- Important information about Toyota Commercial Motor Insurance
- Your Toyota Commercial Motor Insurance policy
- Your Toyota Key Protect Insurance Policy

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Part 1. Welcome to Toyota Commercial Motor Insurance

Welcome to Toyota Commercial Motor Insurance and thank you for choosing us to take care of your vehicle insurance. We wish you an enjoyable and trouble-free period of motoring.

When you deal with us, you can be sure that we will do everything we can to ensure it is simple and straightforward. You will have direct access to knowledgeable, friendly staff who will provide a quick and efficient service.

For your protection, telephone calls may be recorded and may be monitored. If you are dissatisfied in any way, it would help us improve our service if you let us know.

Please read this booklet carefully, and in particular the section headed 'What to do if you have an accident'. While we hope you never need the information, it is best to be prepared should you need to call upon our services.

Toyota Commercial Motor Insurance is underwritten by Aioi Nissay Dowa Insurance Company of Europe SE, registered in England and Wales (No. SE000119) with registered office at 7th Floor, 52-56 Leadenhall Street, London, EC3A 2BJ, United Kingdom, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (No. 401084) and managed by Toyota Insurance Management SE, registered in England & Wales (No. SE000118) with registered office at 7th Floor, 52-56 Leadenhall Street, London, EC3A 2BJ, United Kingdom. Toyota Insurance Management SE is authorised and regulated by the Financial Conduct Authority (No. 454020).

Please note

We hope you are happy with your policy. If you are not, you can return your certificate of motor insurance within 14 days of receipt. We will then refund your money in full provided that no incident has occurred that may give rise to a claim under your policy.

Part 2. Important information about Toyota Commercial Insurance

What to do if you have an accident

The Law

- **You** must stop if **you** are involved in any incident involving an injury to any person or certain animals, or if other vehicles or roadside property are damaged. If **you** own **the vehicle**, **you** must give **your** name, address and insurance details to anyone who has a good reason for asking. If **you** do not own **the vehicle**, **you** must give the owner's name and address and the registration number of **the vehicle**.
- If there is an injury or **you** do not give **your** details to anyone at the scene, **you** must report the incident to the police within 24 hours and provide **your certificate of motor insurance** within five days.

To help with the claims process

- Do not apologise or admit fault.
- Try to collect the following information to give to the Claims Helpline (see page 6). This will help **us** to speed up **your** claim.
 - Full details of the other drivers, including their phone numbers, and the registration numbers of all vehicles involved. This will allow **us** to contact anybody else involved straight away and, if **you** are not at fault and **we** manage to recover any money **we** pay, **your** no claim discount will not be affected.
 - Injuries caused.
 - Property damage.
 - Witnesses (if there are any).
 - Police officers and report references.
 - Full details of what happened.
 - Taking photos with a camera or mobile phone can help to confirm certain accident details.

Next steps

- Call the 24-hour Claims Helpline (see page 6).
- There will be a phone number on all correspondence from the claims department for **you** to call if **you** need to contact **us**. Please remember to have **your** claim number ready when **you** call.
- Please remember to remove all personal belongings from the **vehicle** before it is taken for assessment or repair.
- Please see page 20 for details on how **we** will settle **your** claim for Section A, B or C.

Important note

We are not responsible for recovering **your** uninsured losses such as **your** policy excess. **You** should contact **us** to arrange separate insurance cover

Broken Windscreen and Windows

If you have comprehensive cover

- Call the Claims Helpline to arrange for the glass to be repaired or replaced. If **you** phone this number and use one of the **our** chosen glass companies, cover is unlimited. If **you** do not, the most **we** will pay is £100 after taking off any **excess**.
- Repairing a windscreen or window instead of replacing it can save **you** paying **your excess**. Ask when calling the Claims Helpline.

As a general rule cracks up to five centimetres (two inches) and breaks the size of a £1 coin can usually be repaired.

If **you** do not have comprehensive cover, **you** can still phone the Claims Helpline but **you** will have to pay the cost of replacing or repairing the windscreen or window.

What to do if you need to make a claim

If your vehicle is involved in an incident

Call the Claims Helpline, their telephone number can be found on the back of this policy booklet.

The Claims Helpline is open 24 hours a day, 365 days a year.

The Claims Helpline is a first-response service with operators who can immediately confirm whether **your** policy covers **you** for the incident. Remember to save this number in **your** mobile phone so that **you** will have it available if **you** have an accident.

We may record or monitor calls for training purposes, to improve the quality of **our** service and to prevent and detect fraud.

Start of the claims process If **the vehicle** is involved in an incident or **you** need to make a claim, please telephone the Claims Helpline as soon as possible.

To help **us** deal with **your** call efficiently, please have **your certificate of motor insurance** and details of the incident with **you** when **you** call. If **you** are at the scene of the accident when **you** call the Claims Helpline and do not have **your certificate of motor insurance** with **you**, please give **the vehicle** registration number.

Repair Service for an accident within the geographical limits	
Repairs	If damage to the vehicle is covered and it can be repaired, we will arrange for one of our Toyota Commercial Motor Insurance approved repairers to contact you to arrange to collect the vehicle .
Authorisation	You do not need to get any estimates, and repairs can begin immediately after we have authorised them.
Delivery	When the work is done, the Toyota Commercial Motor Insurance repairer will contact you to arrange a convenient time to deliver the vehicle back to you .
Paying for repairs	We will pay the repair bill. All you need to do is pay any policy excess and/or VAT (if it applies) directly to the Toyota Commercial Motor Insurance repairer when they deliver the vehicle back to you .
Keeping you mobile while your vehicle is being repaired within the geographical limits	<p>To keep you mobile, while using a Toyota Commercial Motor Insurance approved repairer, you will be offered a courtesy vehicle while yours is being repaired. Once we have decided that your vehicle can be economically repaired by the Toyota Commercial Motor Insurance approved repairer and if it cannot be driven, we will provide a courtesy vehicle subject to availability.</p> <p>If your vehicle can still be legally driven (in other words it is roadworthy), we will deliver the courtesy vehicle when your vehicle is collected for repairs. While you have the courtesy vehicle you will be liable to pay fines for any parking or driving offences or congestion charges, and any additional costs for any non-payment of these charges.</p>
If the vehicle cannot be repaired	If the vehicle cannot be economically repaired, we will offer you a settlement amount within one week of the date we receive the engineer's report. If the vehicle is a total loss (a write-off), you must send in all the original documents that we ask for on your report form (for example, the vehicle registration document (V5C) and the current MOT certificate). We will arrange for an appointed salvage agent to collect the vehicle to dispose of it. Please remember to remove all your belongings and the tax disc from the vehicle before it is collected.

Important customer information

Under Condition 9 on page 28 **you** must tell **us** about changes to the information set out in the **Statement of Insurance, certificate of motor insurance** or on **your schedule**. **You** must also tell **us** about the following changes.

1. **You** sell **the vehicle**, change **the vehicle** or its registration number, or **you** get another vehicle.
2. There is any change of driver.
3. Anyone who drives **the vehicle** receives a motoring conviction (driving licence endorsement, fixed penalty or pending prosecutions for any motoring offences).
4. Anyone who drives **the vehicle** develops a health condition, which requires notification to the DVLA.
5. **You** change the purpose **the vehicle** is used for.
6. Anyone who drives **the vehicle** changes job, starts a new job, including part-time work or stops work.
7. **The vehicle** is changed from the manufacturer's original specification. This would include:
 - Changes to the bodywork
 - Changes to suspension or brakes
 - Cosmetic changes such as alloy wheels
 - Changes affecting performance such as changes to the engine management system or exhaust system
 - Changes to the audio/entertainment systemPlease be aware that this is not a full list of all possible changes; all changes made from the manufacturer's standard specification must be disclosed.
8. **You** take **the vehicle** abroad.
9. **You** change **your address** or the address where **you** keep **the vehicle** overnight.
10. Anyone who drives **the vehicle** passes their driving test or has their driving licence revoked.
11. Anyone who drives **the vehicle** receives a non-motoring conviction which is not considered spent.
12. **The vehicle** is involved in an accident or fire, or someone steals, damages or tries to break into it.
13. Anyone who drives **the vehicle** is involved in any accident or has a vehicle damaged or stolen.
14. There is any change to **your** estimated annual mileage.
15. Anyone who drives **the vehicle** has had insurance refused, cancelled or had special terms applied.
16. There is a change of main user of the **vehicle**.

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

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

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

If you need legal advice on motoring matters

Arc Legal Assistance Ltd offers a free legal advice service. A team of qualified legal advisers can give **you** free, confidential advice – all **you** have to pay is the cost of the call.

Here are some examples of the help they can give **you**.

- They can provide legal advice after an accident. For example, if **you** do not have the Toyota Legal Assistance plan then they can advise **you** on what to do if **you** need to make a claim against another person. However they will not contact other people, make claims or carry out legal proceedings on **your** behalf - **you** need the Legal Assistance plan for that.
- They can provide legal advice on consumer issues that relate to motoring. For example, they can tell **you** about **your** rights if **you** are unhappy with a vehicle that **you** have bought.
- They can provide **you** with legal advice if **you** are facing prosecution for driving or parking offences.

This service is confidential, and **you** may stay anonymous if **you** want.

To use this service, call and ask to speak to a legal adviser on

0333 005 0349

Please quote **Toyota Motor Insurance** and the renewal date on **your** current certificate of motor insurance.

If you need someone to talk to after a motor accident

Arc Legal Assistance Ltd offers a free counselling service – all **you** will have to pay for is the cost of the call. This is available for **you** and members of **your immediate family** and is for motoring matters only. Their experienced, qualified counsellors can help **you** when **you** need it most.

Here are some examples of the help they can give **you**.

- Dealing with trauma after an accident.
- Coming to terms with injuries, disability and bereavement.
- Victim support (for example, if **your** vehicle is stolen or broken into).
- They can even offer counselling for stress that has been caused by motoring.

This service is confidential, and **you** may stay anonymous if **you** want.

To use this service, call and ask to speak to a counsellor on

0344 770 1036

Please quote **Toyota Motor Insurance** and the renewal date on **your** current certificate of motor insurance.

Your information and what we do with it – Putting your mind at rest

Your Toyota Motor Commercial Insurance policy is underwritten by Aioi Nissay Dowa Insurance Company of Europe SE. **You** trust **us** to look after **your** personal information when **you** buy **our** products and **we** know **we** have a responsibility to protect this information. The details provided here are a summary of how **we** collect, use, share, transfer and store **your** information. Please note that references to '**we**', '**us**' or '**our**' may also include **our** holding company and/or subsidiaries and in the Toyota Key Protect section only, also refers to Inter Partner Assistance SA UK Branch and the AXA Assistance Group. For full details of **our** Privacy Notice, please go to <https://www.toyota.co.uk/finance-insurance/car-insurance> or contact **our** Data Protection Officer at: Cornwall House, Station Approach, Princes Risborough HP27 9DN

Collecting your information

We collect a variety of information about **you**, such as:

- **your** name, address, contact details and date of birth
- information about **the vehicle you** want to insure and named drivers
- **your** claims and credit history
- any criminal offences
- Financial details such as bank accounts and card details
- information about **your** use of **our** website such as **your** IP address which is a unique number identifying **your** computer
- special categories of personal information (previously known as 'sensitive personal information'), such as details regarding **your** health.

This information is necessary for **us** to be able to provide **you** with a quotation and/or policy.

We also use a number of different sources to collect this information from, including:

- **you** or someone connected with **you**, as well as publicly available sources of information like social media and networking
- third parties' databases that have been made available to the insurance industry, as well as where **you** have given **your** permission to share information with third parties like **us**
- price comparison websites, if **you** have used them to obtain a quotation for a policy.

Using your information

We use **your** personal information and/or special categories of data to not only provide **you** with **our** products and services, but to better understand and predict **your** needs and preferences, so that **we** can continue to improve **our** products and services to give **you** insurance that is right for **you**. These uses include:

- providing **you** with services relating to an insurance quotation or policy, for example
 - assessing **your** insurance application and arranging **your** insurance policy including checking databases showing no claims discount entitlement and driving licence records
 - managing **your** insurance policy including claims handling and issuing policy documentation to **you**.

Our assessment of **your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance.

- where **we** believe **we** have a justifiable reason to do so, such as
 - keeping information about **your** current and past policies
 - preventing and detecting fraud, financial crime and anti-money laundering
 - carrying out processes such as research and analysis which may include computerised processes that profile **you**

- Help **us** improve and develop internal databases and systems to improve the products and services **we** offer
- providing sales information to third parties (for example price comparison websites) so that **we** fulfil **our** legal obligations to them
- recording and monitoring calls for training purposes
- information about someone connected to **you**, **you** would have confirmed that **you** have their permission to do so.

Use of your personal information when using our websites and email communications

When **you** visit one of **our** websites **we** may collect information which includes **your** email and/or IP address. **We** may also use cookies and/or pixel tags on some pages of **our** website. Useful information about cookies, including how to remove them, can be found on **our** websites.

Sharing your information

We share **your** information with a number of different organisations such as:

- other companies or brands within the Toyota group of companies within Europe
- other insurers, business partners, agents or carefully selected third parties providing a service to **us** or on **our** behalf
- organisations that have a specific role laid out in law such as statutory bodies, regulatory authorities and other authorised bodies or where **we** have a duty to or are permitted to disclose **your** personal information to them by law
- fraud prevention and credit reference agencies (see below for details)
- third parties **we** use to recover money **you** may owe **us** or to whom **we** may sell **your** debt
- other companies when **we** are trialling their products and services which **we** consider may improve **our** services to **you** or **our** business processes.

Unless required to by law, **we** would never share **your** personal data without the appropriate and necessary care and safeguards being in place.

Sharing information to prevent fraud

In order to prevent and detect fraud, financial crime and anti-money laundering **we** may:

- collect personal information about **you** from databases as described and from publicly available sources;
- check **your** personal information against databases including no claims discount entitlement and driving licence records;
- share and check **your** personal information with fraud prevention agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to the fraud prevention agency. This information will be accessed and used by **us**, law enforcement agencies and other organisations to prevent fraud and money laundering. Other organisations may search the databases held by these fraud prevention agencies when **you** make an application to them for financial products. The information **we** share may be used by those companies when making decisions about **you**. **We** and other organisations may access and use, from other countries, the information recorded by fraud prevention agencies;
- share **your** personal information with operators or registers available to the insurance industry to check information **you** provide. These include the Insurance Fraud Bureau, Claims and Underwriting Exchange Register and Motor Insurance Anti-Fraud and Theft Register. **We** may pass information relating to **your** insurance policy and any incident to the operators of these registers, their agents and suppliers;
- share it with the Motor Insurance Database (MID). (See below)

We will use any personal information obtained about **you**, or anyone **you** have provided **us** information about, to carry out the above profiling activity as part of **our** investigations into fraudulent behaviour. Should fraud be identified as a result of such profiling activity, this could result in the rejection of an application for insurance, a claim and/or voidance of **your** policy.

Keeping your information	We will keep your information only for as long as is reasonably necessary to provide our products and services to you and to fulfil our legal and regulatory obligations. Please see our full privacy notice on our website for more details.
Use and storage of your information overseas	Your information may be transferred to, stored and processed outside the European Economic Area (EEA). We or our service providers may use cloud based computer systems (i.e. network of remote servers hosted on the internet which process and store your information) to which foreign law enforcement agencies may have the power to access. However, we will not transfer your information outside the EEA unless it is to a country which is considered to have sound data protection laws or we have taken all reasonable steps to ensure the firm has suitable standards in place to protect your information.
Dealing with others acting on your behalf	We will deal with individuals you nominate, including third parties we reasonably believe to be acting on your behalf providing they are able to answer our security questions. For your protection though, we will need to speak to you , your legal representative, someone that you have specifically given us permission to speak to or a power of attorney should you want to change your contact address or policy coverage or cancel your policy.
Your rights	<p>You have a number of rights in relation to the information we hold about you, including:</p> <ul style="list-style-type: none"> • asking for access to and a copy of your personal information • asking us to correct, delete or restrict or you can object to the use of your personal information • withdrawing any previously provided permission for us to use your personal information • complaining to the Information Commissioner's Office at any time if you object to the way we use your personal information. <p>Please note that there are times when we will not be able to delete your information, such as where we have to fulfil our legal and regulatory obligations or where there is a minimum statutory period of time for which we have to keep your information. If this is the case, then we will let you know our reasons.</p>
Motor Insurance Database	<p>Information relating to your insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by the law for purposes not limited to but including:</p> <ol style="list-style-type: none"> I. Electronic Licensing; II. Continuous Insurance Enforcement; III. Law enforcement (prevention, detection, apprehension and or prosecution of offenders) IV. The provision of government services aimed at reducing the level and incidence of uninsured driving. <p>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.</p> <p>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.</p> <p>It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at www.askmid.com</p>

What to do if you have a complaint

In this notice **we** and **us** and **our** means Toyota Commercial Motor Insurance as specified on **your** policy documents, **your** current schedule, **certificate of motor insurance** and **Statement of Insurance**, and any holding companies, subsidiaries or linked companies.

If **you** are not happy with any aspect of **our** service, **we** will aim to resolve the issue as quickly as possible. **We** have the following complaint procedure which **you** can follow if **you** are dissatisfied with the service **you** have received:

Let your usual point of contact know

We need to know the nature of **your** complaint and how **you** think the problem should be resolved. **You** can do this by:

- Telephoning **us** on the number shown on any of **our** letters.
- Writing to **us** at the address shown below:

The Customer Service Manager
Toyota Commercial Motor Insurance
Cornwall House
Station Approach
Princes Risborough
HP27 9DN

- If **you** have a complaint about a claim, call **your** claim handler first. **You** will find the claim handler's name and phone number on any letters they have sent **you**.

We will try to resolve **your** complaint by the end of the third business day. If **we** are unable to do this, **we** will write to **you** within five working days to either:

- Tell **you** what **we** have done to resolve the problem; or
- Acknowledge **your** complaint and let **you** know when **you** can expect a full response. **we** will also let **you** know who is dealing with the matter.

We will always aim to resolve **your** complaint within four weeks of its receipt.

If **we** are unable to do this **we** will give **you** the reasons for the delay and indicate when **we** will be able to provide a final response.

If for any reason **you** remain dissatisfied with **our** final response, **you** should escalate the matter as outlined below.

Contact the Financial Ombudsman Service

You can ask the Financial Ombudsman Service to review **your** complaint if for any reason **you** are still dissatisfied with Customer Service, or if **we** have not issued **our** final response within eight weeks from **you** first raising the complaint.

You can contact the Financial Ombudsman Service at the address below, however they will only consider **your** complaint once you've tried to resolve it with **us**.

Financial Ombudsman Service
Harbour Tower,
Harbour Exchange Square,
London E14 9SR

You must approach the Financial Ombudsman Service within 6 months of either our summary resolution or final response letter to your complaint. Please note that if you do not refer your complaint within the 6 months, the Financial Ombudsman Service will not have our permission to consider your complaint and therefore will only be able to do so in very limited

circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

Alternatively if you have a complaint about a service you have bought online you can make a complaint through the following European Commission's Online Dispute Resolution Platform:
<http://ec.europa.eu/consumers/odr/>

Following the complaints procedure does not affect **your** right to take legal proceedings.

Financial Services Compensation Scheme (FSCS)

We and the other **insurer's** detailed within the policy wording are covered by the Financial Services Compensation Scheme. If **we** cannot meet our liabilities, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Claims for compulsory insurance, such as third party motor insurance, are covered in full.

Any claims made to the Financial Services Compensation Scheme for non-compulsory (optional) insurance, such as damage to **the vehicle**, and for any unused premium, are covered up to 90% of the value of the claim submitted. **You** can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling 0800 678 1100 or 020 7741 4100.

Part 3. **Your** Toyota Commercial Motor Insurance policy

Contract of insurance

Introduction

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

In return for **you** paying or agreeing to pay the premium, **we** will provide cover under the terms, exclusions, conditions and **endorsements** of this contract of insurance, during the **period of insurance** and within the **geographical limits**.

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to answer all questions honestly and to the best of **your** knowledge. Failure to supply accurate and complete answers may result in **your** policy being cancelled or treated as if it never existed, or **your** claim rejected or not fully paid. If **you** are in any doubt whether a piece of information is relevant to **your** answer, **we** will be happy to give **you** advice. It is an offence under the Road Traffic Acts to make a false statement or withhold information for the purposes of obtaining a certificate of motor insurance.

You must read this policy, the **certificate of motor insurance** and the **schedule** together.

Please check all documents carefully to make sure that they give **you** the cover **you** want.

The law applicable to this policy

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

Definitions

Throughout this policy certain words and phrases are printed in **bold type**. These have the meanings set out below.

Certificate of motor insurance

The proof of the motor insurance **you** need by law. The **certificate of motor insurance** shows:

- what vehicle is covered;
- who is allowed to drive **the vehicle**; and
- what **your vehicle** can be used for.

If **your certificate of motor insurance** allows driving by any driver, please refer to **your schedule** for any restrictions that may apply.

Courtesy car

A small A-Segment car (such as a Toyota Aygo or similar)

Dangerous goods

“**Dangerous goods**” means those detailed in:

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

Endorsement	A clause that alters the cover provided by the policy.
Excess	The part of a claim you must pay. Sometimes more than one excess can apply, in which case we add them together.
Geographical limits	Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and while the vehicle is being transported between any of these countries.
Immediate family	The person you are married to or live with as though you were married, your civil partner, your children, step children, and foster children. This does not include business partners or associates.
Market value	The cost of replacing the vehicle with one of the same age, type, mileage and condition, immediately before the loss or damage happened.
Period of insurance	The period of time that the contract of insurance applies for. This is shown in the schedule .
Revenue weight	The revenue weight is shown on your UK registration certificate (V5C).
Schedule	The latest schedule we have issued to you . This forms part of the contract of insurance. It gives details of the period of insurance , the sections of the policy which apply, the premium you have to pay, the vehicle which is insured and details of any excesses or endorsements.
Statement of Insurance	The form that shows the information you give us , including information given on your behalf and verbal information you give prior to commencement of the policy.
Terrorism	Terrorism as defined in the Terrorism Act 2000.
The vehicle	Any motor vehicle (including its accessories and spare parts when they are with the vehicle or locked in your own garage) that you have given us details of and for which we have issued a certificate of motor insurance . The vehicle's registration number will be shown on your latest certificate of motor insurance , and any courtesy vehicle supplied to you <ul style="list-style-type: none"> • under an agreement between us and <ul style="list-style-type: none"> ◦ a Toyota Commercial Motor Insurance approved repairer or ◦ a hire vehicle company; or • by a Toyota Centre or a Toyota Commercial Motor Insurance approved repairer for not more than 7 days while your vehicle is being serviced or undergoing warranty repairs.
We, us, our	Aioi Nissay Dowa Insurance Company of Europe SE and anyone they appoint on their behalf as specified in the statement of insurance , the schedule , policy summary and certificate of motor insurance on whose behalf this document is issued
You/your	The person or company shown in your certificate of motor insurance and under 'Policyholder details' in the schedule .

Your cover

Section A – Damage to the vehicle

	What is not insured
<p>What is insured</p> <ol style="list-style-type: none">We will pay for damage caused by accidental or malicious damage, or vandalism to:<ol style="list-style-type: none">the vehiclea trailer up to £2,500 (if your schedule shows that you have the cover).We will also cover the cost of replacing or repairing the vehicle's audio, navigation and entertainment equipment up to the following amounts:<ol style="list-style-type: none">unlimited for equipment fitted as original equipment by the manufacturer;or£300 for any other equipment, provided this equipment is permanently fitted to the vehicle. <p>Please see page 20 for details of how we settle claims.</p>	<p>What is not insured</p> <ol style="list-style-type: none">The excesses shown in the schedule; and you must pay these amounts for every incident that you claim for under this section.Any excesses shown in the schedule unless your car is accidentally damaged by another car and<ul style="list-style-type: none">the damage occurred in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands, andthe damage was not the fault of the person driving your car, andyou provide us with the registration number and make and model of the other car and if possible, the name of the driver of the car, andwe confirm that the driver of the car causing the damage was not insured andthe incident is reported to the Police as soon as possible and they assign a crime reference number. <p>Notwithstanding the above, if it cannot be established immediately that the damage was not the fault of the person driving your car and that the driver of the other car was not insured you may have to pay any excesses shown in the schedule. However if subsequently we are satisfied that the accident was not the fault of the person driving your car and that the driver of the other car was not insured we will repay any excesses you have paid.</p> <ol style="list-style-type: none">Loss of or damage to the vehicle caused by fire or theft.Loss of use of the vehicle.Loss of or damage to tools of trade, personal belongings, documents or goods.Wear and tear.Any storage charges unless you tell us about them and we agree in writing to pay for them.Mechanical, electrical, electronic and computer failures or breakdowns or breakages.Damage to your tyres caused by braking, punctures, cuts or bursts.Costs of importing parts or accessories and storage costs caused by delays, where the parts or accessories are not available from current stock within the geographical limits.

Section A – Damage to the vehicle continued

What is insured	What is not insured
	<ol style="list-style-type: none"> 11. Any amount over the cost shown in the manufacturer’s latest price guide and costs for fitting, if any lost or damaged parts or accessories are not available. 12. Loss of or damage to phone or other communication equipment. 13. The vehicle losing value after, or because of, repairs. 14. Loss of or damage to the vehicle resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer. 15. The vehicle being confiscated or destroyed by or under order of any government or public or local authority. 16. Loss or damage to the vehicle caused by an inappropriate type or grade of fuel being used. 17. Loss of or damage to any radar detectors. 18. Loss of or damage to any audio, navigational and entertainment equipment unless this equipment is permanently fitted to the vehicle. 19. Loss of or damage to the vehicle caused by a member of your immediate family, a person living in your home, employees or ex-employees taking the vehicle without your permission. 20. Any damage to the vehicle caused deliberately by you or any person driving it. 21. Any claim where the trailer is a caravan, trailer tent, vehicle transporter or trailer with plant attached.

Section B – Broken windscreen and windows

What is insured	What is not insured
<p>If the windscreen or any window in the vehicle is broken during the period of insurance, we will pay the cost of repairing or replacing it. We will also pay for any repair to the bodywork that has been damaged by broken glass from the windscreen or windows.</p> <p>If you phone the Claims Helpline (see page 6) and use one of our chosen glass companies, cover is unlimited.</p> <p>If you do not, the most we will pay under this section is £100 after taking off any excess.</p> <p>A claim under this section only will not affect your no-claim discount.</p> <p>Please see page 22 for details of how we settle claims.</p>	<ol style="list-style-type: none"> 1. The excesses shown in the schedule for any claim if the glass is replaced rather than repaired. 2. Loss of use of the vehicle. 3. Costs of importing parts or accessories, and/or storage costs caused by delays, where the parts or accessories are not available from current stock within the geographical limits. 4. Any amount over the cost shown in the manufacturer's latest price guide and costs for fitting if any lost or damaged parts or accessories are not available. 5. Mechanical, electrical, electronic or computer failures or breakdowns or breakages to sun roof mechanisms. 6. Repair or replacement of any windscreen or window unless it is made of glass.

Section C – Fire and theft

What is insured	What is not insured
<p>1. We will pay for loss of or damage caused by fire, theft or attempted theft to:</p> <ol style="list-style-type: none"> the vehicle a trailer up to £2,500 (if your schedule shows that you have the cover). <p>2. We will also cover the cost of replacing or repairing the vehicle's audio, navigational and entertainment equipment up to the following amounts:</p> <ol style="list-style-type: none"> unlimited if the equipment is fitted as original equipment by the manufacturer, or £300 for any other equipment provided this equipment is permanently fitted to the vehicle. 	<ol style="list-style-type: none"> Loss of or damage to the vehicle when no-one is in it, unless all its windows, doors, roof openings or hood are closed and locked and all keys or devices needed to lock the vehicle are with you or the person authorised to use the vehicle. The excess. Loss of use of the vehicle. Wear and tear. Mechanical, electrical, electronic and computer failures or breakdowns or breakages. Any storage charges unless you tell us about them and we agree in writing to pay for them. Costs of importing parts or accessories, or storage costs caused by delays, where the parts or accessories are not available from current stock within the geographical limits. Any amount over the cost shown in the manufacturer's latest price guide and costs for fitting if any lost or damaged parts or accessories are not available. Loss of or damage to phone or other communication equipment. The vehicle losing value after, or because of, repairs. Loss of or damage to the vehicle resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer. Loss of or damage to the vehicle caused by a member of your immediate family, a person living in your home, employees or ex-employees taking the vehicle without your permission. The vehicle being confiscated or destroyed by or under order of any government or public or local authority. Loss from taking the vehicle and returning it to its legal owner. Loss or damage to the vehicle caused by an inappropriate type or grade of fuel being used. Loss of or damage to any radar detection equipment. Any damage to the vehicle caused deliberately by you or any person driving it with your permission.

Section C – Fire and theft continued

What is insured	What is not insured
	<p>18. Loss of or damage to any audio, navigational and entertainment equipment unless this equipment is permanently fitted to the vehicle.</p> <p>19. Any claim where the trailer is a caravan, trailer tent, vehicle transporter or trailer with plant attached.</p>

How we will settle your claim under Sections A, B or C

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

If the vehicle is economically repairable

If **the vehicle** is repaired by one of **our** Toyota Commercial Motor Insurance approved repairers, please see 'Repair service for an accident within the **geographical limits**' on page 7. **You** do not need to get any estimates, and repairs can begin immediately after **we** have authorised them. **We** will arrange for one of **our** Toyota Commercial Motor Insurance repairers to contact **you** to arrange to collect **the vehicle**. **You** will be provided with a courtesy vehicle while **your vehicle** is being repaired. Repairs made by **our** Toyota Commercial Motor Insurance approved repairers are guaranteed by them for three years. **We** will also pay the costs of delivering **the vehicle** back to **your** address when the damage has been repaired.

If **you** do not want to use one of **our** Toyota Commercial Motor Insurance approved repairers, **you** will need to send an estimate for **us** to authorise and **we** may need to inspect **the vehicle**. We reserve the right to ask **you** to obtain alternative estimates. **We** may not be able to arrange all the benefits provided by a Toyota Commercial Motor Insurance approved repairer or automatically insure any courtesy vehicle supplied to **you**.

You will have to pay any policy **excess** direct to the repairer.

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

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

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

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

When **you** accept **our** offer for total loss, **the vehicle** will belong to **us**. **You** must return **your certificate of motor insurance** to **us**.

Replacement vehicle

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

- the loss or damage happens before **the vehicle** is a year old and **you** are its first and only registered keeper; and
- the cost of repair is valued at more than 60% of the cost of buying an identical new vehicle at the time of the loss or damage (based on the UK list price). In these circumstances, if **you** ask **us** to, **we** will replace **the vehicle** (and pay delivery charges) with a new vehicle of the same make, model and specification.

We will only do this if:

- **we** can buy a vehicle straight away within the **geographical limits**; and
- **we** have permission from the hire-purchase company (if this is how **you** bought **the vehicle** and **you** have not finished paying for it).

Section D – Medical expenses

What is insured	What is not insured
If you or anyone in the vehicle is injured in an accident involving the vehicle , we will pay up to £500 in medical expenses for each injured person.	

Section E – Personal belongings

What is insured	What is not insured
We will cover personal belongings in the vehicle which are lost or damaged following an accident, a fire or theft involving the vehicle . You are covered for the cost of the item, less an amount for wear and tear and loss of value.	<ol style="list-style-type: none"> 1. More than £500 for each incident. 2. Any goods, tools or samples which are carried as part of any trade or business. 3. Loss of or damage to telephone or other communication equipment. 4. Money, stamps, tickets, documents and securities (such as share or bond certificates). 5. Loss or damage when no-one is in the vehicle, unless all its windows, doors, roof openings or hood are closed and locked and all keys or devices needed to lock the vehicle are with you or the person authorised to use the vehicle. 6. Loss of or damage to any radar detection equipment.

Section F – Personal accident

What is insured	What is not insured
<ol style="list-style-type: none"> 1. If you or your husband, wife or civil partner are accidentally killed or injured while getting into, travelling in or getting out of the vehicle, we will pay the following: <ol style="list-style-type: none"> a) For death – £2,500. b) For total and permanent loss of sight in one eye – £1,500. c) For total and permanent loss (at or above the wrist or ankle) of one hand or one foot – £1,500. <p>We will only pay these amounts if the cause of the death or injury is an accident involving a vehicle and the death or loss happens within 3 months of the accident.</p> <p>This cover also applies to any passenger who is getting into, travelling in or getting out of the vehicle (as long as there is a passenger seat for that person).</p>	<ol style="list-style-type: none"> 1. No cover is provided under this section if the policy is held in the name of a corporate organisation, a company or a firm. 2. Death or injury caused by suicide or attempted suicide. 3. Death of or injury to any person convicted of driving the vehicle whilst under the influence of drink or drugs at the time of the accident. 4. Death of or injury to any person not wearing a seat belt when they have to by law. 5. More than £10,000 for any one accident. 6. More than £2,500 to any one person for any one accident. <p>If you, or your husband, wife or civil partner, have more than one motor insurance policy with us, we will only pay under one policy.</p>

Section G – Liabilities to third parties

What is insured	What is not insured
<p>We will cover legal liability for the death of or injury to any person and damage to property caused by or arising out of:</p> <ol style="list-style-type: none"> You using the vehicle. Goods falling from the vehicle. Loading and unloading the vehicle. Any person driving the vehicle with your permission (as long as your certificate of motor insurance shows that he or she is allowed to drive the vehicle). The person driving must not be excluded from driving the vehicle by any endorsement, exception or condition. Any person using (but not driving) the vehicle, with your permission, for social, domestic and pleasure purposes. Any passenger in, getting into or getting out of the vehicle. Any single trailer, trailer-caravan or broken down vehicle while it is attached to the vehicle and if allowed by law. <p>We will also pay:</p> <ol style="list-style-type: none"> solicitors' fees for representation at any coroner's inquest, fatal accident inquiry or court of summary jurisdiction; legal costs for defending a charge of manslaughter or causing death by dangerous or careless driving caused by an accident covered under this policy; any costs and expenses for which your employer or business partner is legally liable as a result of you using the vehicle for their business; any other costs and expenses for which we have given written permission; and charges set out in the Road Traffic Acts. <p>If anyone who is insured by this section dies while they are involved in legal action, we will give the same cover as they had to their legal personal representatives.</p>	<ol style="list-style-type: none"> Any amount we have not agreed to in writing. Death of or injury to any of your employees during the course of their work, even if the death or injury is caused by anyone insured by this policy. Loss of or damage to property owned by or in the care of the person who is claiming cover under this section. Any loss of or damage to a vehicle, trailer, trailer-caravan or broken-down vehicle covered by this policy. Any amount for any one claim or series of claims arising from one event that causes loss of or damage to property while the vehicle is being used to carry dangerous goods. Any loss or damage caused by loading or unloading the vehicle when it is not on a public road. Any loss or damage caused by using the vehicle, or any machinery attached to it, as a tool of trade. Loss of or damage to any bridge, weighbridge, viaduct, road or surface which the vehicle is being driven on, or anything under the road surface, caused by vibration or by the weight of the vehicle or its load. Any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at one specific time and place. Any amount over £1,000,000 for one pollution or contamination event. Any amount over £2,000,000 for any one claim or series of claims arising from one event that causes loss of or damage to property. This limit includes all costs, expenses and indirect losses. <p>However we will provide the minimum cover needed under compulsory motor insurance legislation.</p>

Section H – Using your vehicle abroad – Liabilities to third parties

What is insured	What is not insured
<p>We will cover your legal liability to others while you or any driver covered by this policy are using the vehicle within the European Union and any other country which has agreed to follow Article 7(2) of the EU Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (number 72/166/EEC).</p> <p>You do not need an International Motor Insurance Card (Green Card) for visits to these countries.</p> <p>Further information on the countries that follow the above EU directive can be found by visiting www.mib.org.uk.</p>	<p>If your certificate of motor insurance allows you to drive any other vehicle, that cover does not apply outside of the geographical limits.</p>

Section I – Using your vehicle abroad – Damage to your vehicle

This section only applies if it is listed in **your schedule**.

What is insured	What is not insured
<p>We will also provide the cover shown on your schedule while you are using the vehicle within the European Union and any other country which has agreed to follow Article 7(2) of the EU Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (number 72/166/EEC).</p> <p>You do not need an International Motor Insurance Card (Green Card) for visits to these countries.</p> <p>The number of days covered in any one period of insurance is shown as “Foreign Use” under the “Policy Details” in your schedule.</p> <p>Further information on the countries that follow the above EU directive can be found by visiting www.mib.org.uk.</p> <p>If you want to extend your policy to give the same cover to a country outside the countries referred to above, you must:</p> <ul style="list-style-type: none"> • tell us before you leave; • get our written agreement to cover you in the countries involved; and • pay any additional premium we ask for. <p>If we agree to your request, we will issue you with an International Motor Insurance Card (Green Card) as legal evidence of this cover.</p> <p>We will also pay customs duty if the vehicle is damaged and we decide not to return it after a valid claim on the policy.</p>	

Section J – No claim discount

What is insured	What is not insured
<p>As long as a claim has not been made during the period of insurance immediately before your renewal, we will include a discount in your renewal premium. You may not transfer this discount to any other person.</p> <p>If a claim is made during the period of insurance, the discount will be stepped back in accordance with our current scale. You may also have to pay a higher excess.</p> <p>Your no claims discount will not be affected if the only claims are made for</p> <ul style="list-style-type: none"> · accidental damage caused by another vehicle (under section A – Damage to the vehicle) if · the damage occurred in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands, and · the damage was not the fault of the person driving your vehicle, and · you provided us with the registration number and make and model of the other vehicle and if possible, the name of the driver of the vehicle, and · we confirm that the driver of the vehicle causing the damage was not insured and · the incident was reported to the Police as soon as possible and they assign a crime reference number. <p>Notwithstanding the above, if it cannot be established immediately that the damage was not the fault of the person driving your vehicle or that the driver of the other vehicle was not insured you may lose your no claims discount. However if subsequently we are satisfied that the accident was not the fault of the person driving your vehicle or that the driver of the other vehicle was not insured we will reinstate your no claim discount and refund any premium which may be due to you as a result.</p> <ul style="list-style-type: none"> · Repairing or replacing broken windscreen, window glass or sunroof (under Section B – Broken windscreen and windows). 	

Section K – No claim discount protection

What is insured	What is not insured
<p>You will not lose any of your no-claim discount as long as:</p> <p>a) no more than two claims are made in any period of three years under any policy held by you or any named driver; and</p> <p>b) you have paid any extra premium we ask for.</p> <p>After a second claim is made in any three-year period under any policy held by you or any named driver, this policy section will no longer apply and any further claims will result in a loss of no claim discount.</p> <p>You may have to pay a higher premium or excess if you make any claims.</p>	

Section L – Replacement locks

What is insured	What is not insured
<p>We cover theft of any device up to £1,500 used for starting the vehicle or using its locks or immobiliser. We will settle any claim by paying to reprogramme or replace the appropriate locks or locking mechanism of the vehicle.</p>	<ol style="list-style-type: none"> 1. Any excess shown under "Theft" in your schedule 2. Accidental loss of any device used for starting the vehicle or using its locks or immobiliser 3. Theft of any device for starting the vehicle or using it's locks or immobiliser when they are: <ol style="list-style-type: none"> a) left in, or in the vicinity of the vehicle and the vehicle is unattended or there is no one in it or b) taken without your permission by a member of your immediate family, your boyfriend or girlfriend, a person living in your home or your employee.

Policy exclusions

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

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

2. If **you** receive any payment for giving people lifts in **your car** as part of a car sharing agreement, including
 - 2.1. a) a mileage allowance from **your** employer, and
 - 2.1. b) a mileage allowance from a UK registered voluntary organisation, this policy is not valid if:
 - **your car** is made or altered to carry more than eight people including the driver, or
 - **you** are carrying the passengers as part of a business of carrying passengers, or
 - the total payments for any mileage allowance you receive exceed the published guidelines of HM Revenue and Customs (refer <http://www.hmrc.gov.uk>), or
 - **you** are making any profit from the payments you receive.
3. **We** will not pay claims arising directly or indirectly from any of the following:
 - a) Ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste arising from burning nuclear fuel.
 - b) The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment.

- c) Pressure waves caused by aircraft (and other flying objects) travelling at or above the speed of sound.
 - d) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power.
 - e) Acts of **Terrorism**.
4. **We** will not pay for claims arising directly or indirectly from earthquakes, riots or civil disturbances outside Great Britain, the Isle of Man or the Channel Islands, except under section G.
 5. **We** will not pay for any liability **you** accept under an agreement or contract, unless **you** would have been legally liable anyway.
 6. Any decision or action of a court which is not within the **geographical limits** is not covered by this policy unless the proceedings are brought or judgment is given in a foreign court because **the vehicle** was used in that country and **we** have agreed to cover it there.
 7. **We** will not pay claims arising directly or indirectly from any vehicle being in a place used for aircraft taking off, landing, parking or moving, including the associated service roads, refuelling areas, ground equipment parking areas and the parts of passenger terminals of international airports which come within the Customs examination area.
- However, **we** will provide the minimum cover needed under compulsory motor insurance legislation

Policy conditions

1. How to claim

Please phone **our** Claims Helpline as soon as possible to report the claim. The Claims Helpline number can be found on the cover of this policy booklet.

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

2. Dealing with claims

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

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

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

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

3. Compulsory insurance

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

4. Other insurance

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

5. Reasonable precautions

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

6. Keeping to the terms of the policy

We will only pay claims if:

- a) any person claiming cover has met all the terms of the policy, as far as they apply; and
- b) the declaration and information given on the proposal or shown in the **statement of insurance** which this contract is based on is complete and correct as far as **you** know.

7. Fraud

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

8. Cancelling your policy

You have 14 days from the later of the start date of the policy or the date **you** receive the policy documents to cancel the cover. **You** can cancel by telephoning **us** and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. **We** will refund any premium paid in full provided no incident has occurred that may give rise to a claim under **your** policy. If such an incident has occurred, **you** will only be charged a proportion of the premium to reflect the time **you** were covered under **your** policy. If **we** have paid for the total loss of **your** car, **you** must pay the full annual premium and **you** will not be entitled to any refund.

After the 14-day period, **you** can cancel this policy by telephoning **us** and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. Cancelling any direct debit instruction

does not mean **you** have cancelled your policy. If no claims have been made during the current period of insurance, **you** will only be charged a proportion of the premium to reflect the time **you** were covered under **your** policy.

If **we** have paid for the total loss of **your** car, **you** must pay the full annual premium and **you** will not be entitled to any refund. If any claim made was not for the total loss of **your** car, we will deduct the costs of any payments made by **us** for the claim (or claims) from any refund. If the cost of the claim (or claims) is more than the annual premium, **you** must pay the full annual premium.

If **we** have paid for the total loss of **your** car, **you** must pay the full annual premium and **you** will not be entitled to any refund. If any claim made was not for the total loss of **your** car, **we** will deduct the costs of any payments made by **us** for the claim (or claims) from any refund. If the cost of the claim (or claims) is more than the annual premium, **you** must pay the full annual premium.

We have the right to cancel this policy at any time by sending **you** seven days' notice to your last known address where there is a valid reason for doing so. If **you** live in Northern Ireland, **we** will also send notice to the DVLDNI. Valid reasons include but will not be limited to those listed below;

- Changes to the information detailed on your proposal, statement of insurance or statement of fact, schedule or certificate of motor insurance which result in the risk of providing cover to **you** no longer being acceptable to **us**
- Where the circumstances of a new claim, or an incident **we** have become aware of mean that **we** no longer wish to provide cover
- Where **you**, a person acting on **your** behalf, or any person covered to drive the car uses threatening, intimidating or abusive behaviour or language towards **our** staff, suppliers or agents acting on **our** behalf.
- Where any person claiming cover under this policy fails to provide **us** with reasonable information or documents (such as no claims bonus) **we** ask for. (Notice will be sent to **you** allowing **you** an opportunity to reflect the situation by providing **us** with the information or documents).
- Where **you** or anyone acting on **your** behalf failed to take reasonable care to provide **us** with accurate information when **you** took out, renewed or asked for changes to be made to **your** policy
- Where **your** direct debit payments have not been made or the direct debit instruction has been cancelled. (Notice will be sent to **you** allowing **you** an opportunity to rectify the situation by paying the full outstanding premium).

You will only be charged a proportion of the premium to reflect the cover provided unless there has been a total loss claim. Where there has been a total loss claim **you** will be required to pay the full premium and there will be no refund.

9. Changes you must tell us about

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

- a) **You** sell **the vehicle**, change the vehicle or its registration number, or **you** get another vehicle.
- b) There is any change of driver
- c) Anyone who drives **the vehicle** receives a motoring conviction (driving licence endorsement, fixed penalty or pending prosecutions for any motoring offences).
- d) Anyone who drives the vehicle develops a health condition, which requires notification to the DVLA.

- e) **You** change the purpose the vehicle is used for.
- f) Anyone who drives **the vehicle** changes job, starts a new job, including part-time work or stops work.
- g) **The vehicle** is changed from the manufacturer's original specification. This would include:
 - Changes to the bodywork
 - Changes to suspension or brakes
 - Cosmetic changes such as alloy wheels
 - Changes affecting performance such as changes to the engine management system or exhaust system
 - Changes to the audio/entertainment systemPlease be aware that this is not a full list of all possible changes; all changes made from the manufacturer's standard specification must be disclosed.
- h) **You** take **the vehicle** abroad.
- i) **You** change **your** address or the address where **you** keep **the vehicle** overnight.
- j) Anyone who drives **the vehicle** passes their driving test or has their driving licence revoked.
- k) Anyone who drives **the vehicle** receives a non-motoring conviction which is not considered spent.
- l) **The vehicle** is involved in an accident or fire, or someone steals, damages or tries to break into it.
- m) Anyone who drives **the vehicle** is involved in any accident or has a vehicle damaged or stolen.
- n) There is any change to **your** estimated annual mileage.
- o) Anyone who drives **the vehicle** has had insurance refused, cancelled or had special terms applied.
- p) There is a change of main user of the vehicle.

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

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

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

Part 4. Your Toyota Key Protect Insurance policy

How to make a claim

To make a claim on the Toyota Key Protect Policy, please call 01737 334 452 (opening hours are 24 hours a day, 365 days a year).

If **you** need to make a claim please check **your** policy to ensure **you** have a valid claim. Please then follow the 5 steps below.

1. Contact **us** on 01737 334 452 quoting scheme code 04 605 66. **You** will be asked to explain what has happened and **our** call handlers will advise **you** whether or not **your** claim is covered. In the event of theft please contact the police and obtain a crime reference number. If **you** lose or have **your keys** stolen in Europe (see '**geographical limits**' definition), please contact the **Emergency Helpline** +44 1737 334 412 **We** will register a claim for **you** and advise **you** of the reimbursement procedure. Please note that in the event of theft, a crime reference number will need to be obtained from the police.
2. **We** will validate **your** claim and where applicable (excluding Europe) **we** will arrange for a locksmith to attend. For **vehicle key** claims, they will try to access **your vehicle** and get it started. Should this not be possible they will recover **your vehicle** to a garage.
3. **You** will be responsible for any costs over the **total policy limit**.
4. All valid claims where **we** were not able to arrange for one of **our** approved locksmiths to attend or for **onwards transportation** or claims that have occurred in Europe (see '**geographical limits**' definition) will be dealt with on a **pay and claim basis**.
5. Where **you** have had to make a claim on a **pay and claim basis**, **you** will need to contact the **Administrator**. To arrange reimbursement of **your** costs please download a claims form from www.directgroup.co.uk/keyprotectionclaims or contact the **Administrator** on 0330 018 2284 on receipt of **your** claim form and supporting documentation the **Administrator** will validate **your** claim and process accordingly.

Claims conditions

1. All lost, stolen or damaged **keys** must be reported to **us** on 01737 334 452 as soon as possible. Should **we** be dealing with this claim on a **pay and claim basis**, please submit a claim form along with all receipts and supporting documentation to **us** at **your** earliest convenience.
2. All stolen **keys** must be reported to the police and a crime reference number obtained.
3. **You** must retain all receipts and tickets for any outlay including public transport or taxis.
4. Should **you** have any complaint regarding repairs or replacements that **you** arrange, this will be for **you** to resolve. **We** will not enter into any dispute between **yourself** and any tradesman that **you** arrange.

Your Toyota Key Protect policy

This policy booklet combined with **your confirmation of cover letter** confirms policy cover. In return for payment of the premium **we** agree to insure **you** in accordance with these terms and conditions contained in this booklet. Please note that once **you** have paid **your** premium to Toyota Motor Insurance **we** treat it as having been received by **us**.

Your Insurer

This policy is underwritten by Inter Partner Assistance SA UK Branch which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from **us** on request. Inter Partner Assistance SA firm register number is 202664. **You** can check this on the Financial Services Register by visiting the website www.fca.org.uk/register.

The claims helpline is operated by AXA Assistance (UK) Ltd and the policy is administered by Direct Group Limited on behalf of the **Insurer**. Direct Group Limited are authorised and regulated by the Financial Conduct Authority.

What is covered

What we will cover	What we will not cover
<p>Events</p> <p>During the period of cover and within the geographical limits this policy will provide cover in the event of:</p> <ol style="list-style-type: none">1. Loss, damage or theft of your keys; or2. Damage to your locks which prevents access to your home, office or vehicle. <p>Benefits</p> <p>This policy will pay the following benefits if one of the above events occurs:</p> <ul style="list-style-type: none">• Up to the total policy limit for the cost of obtaining replacement keys/locks (including the reprogramming of immobilisers and alarms) and/or locksmith charges where no duplicate key is available;• Up to £75 per day, for up to a maximum of 3 days, for the cost of a hire vehicle or onwards transportation where your vehicle key is not able to be replaced on the same day; <p>You can make an unlimited number of claims during the period of cover but a maximum of £1,500 (including VAT) is payable under this policy. This is the total policy limit.</p>	<p>We will not provide cover:</p> <ul style="list-style-type: none">• For any costs covered under this policy which you have incurred where you are unable to provide a valid receipt/paid invoice for your replacement keys/locksmith services;• For any costs within one period of cover over the total policy limit;• Any claim for theft of keys where you have not reported this to the police;• Any duplicate or additional keys, other than those that come with the lock;• For any charges or costs you incur as a result of your failure to turn up to an appointment you have arranged for replacement or repair of your key;• If the key was in the possession of anyone other than the policyholder or immediate family member of the policyholder's family at the time of the incident;• If damage to the key was caused by wear and tear or a lack of general maintenance;• If the incident was caused by your reckless, deliberate or criminal act or omission;• For any replacement which would leave you with a key of a higher standard or specification than that replaced (unless the original standard was obsolete);• For any telephone costs, loss of earnings or profits which arise as a result of the loss, theft or damage of your key;• For any key which is not lost because it is in the possession of an immediate family member of the policyholder's family;• For any claim for loss or damage caused by any act of war, invasion or revolution;• If doing so 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.

General conditions

The following conditions apply to **your** policy:

Data Protection

Details of **you, your** insurance cover under this policy and claims will be held by **us** (acting as data controllers) for underwriting, policy administration, **key** insurance claims handling, complaints handling, sanctions checking and fraud prevention purposes, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **our** website privacy notice (see below).

We collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

- a) use of sensitive information about the health or vulnerability of **you** or others involved in **your key** insurance claim, in order to provide the services described in this policy.
- b) disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with emergency **key** assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c) monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d) obtaining and storing any relevant and appropriate photographic evidence of the condition of **your** property which is the subject of the claim or any information submitted to substantiate the claim, or for the purpose of providing services under this policy, sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

We will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). Marketing activities may include matching **your** data with information from public sources, for example government records of when **your** MOT is due, in order to send **you** relevant communications. **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK and the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this policy and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice (see below).

You are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how **we** use **your** data (as set out in **our** website privacy notice – see below). Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

If **you** want to know what information is held about **you** by Inter Partner Assistance or AXA Assistance, or have other requests or concerns relating to **our** use of **your** data, please write to **us** at:

Data Protection Officer
The Quadrangle
106-118 Station Road
Redhill
RH1 1PR
UK

Email: dataprotectionenquiries@axa-assistance.co.uk

Call recordings

We monitor and record phone calls to help maintain **our** quality standards and for security purposes.

Transferring your interest in the policy

You cannot transfer **your** interest in the policy to anyone else.

Consumer insurance Act 2012

This requires **you** to be truthful and take care to give accurate and complete answers to any questions Toyota Motor Insurance ask **you** when **you** purchase the policy, if **you** wish to make any changes to it during the period of cover, or if **you** make a claim. If **you** do not do so it may mean that **your** policy becomes invalid.

Note that if a claim under this policy is known by **you** to be false in any way, the claim will not be paid and **your** policy will be made void with no refund of premium. **We** may also inform other Insurers and the appropriate law enforcement authorities.

Cancelling Your Policy

If **you** decide to cancel **your** Toyota **Key** Protect policy, **you** must contact Toyota Motor Insurance by:

- Telephone on 0344 243 8904 or
- Writing to:

Toyota Motor Insurance at:
The Customer Service Manager
Toyota Motor Insurance
Cornwall House
Princes Risborough, Bucks
HP27 9DN

Your right to cancel in the cooling off period

If this is within the first 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later ('cooling off period'), **you** will be entitled to a full refund of the premium as long as **you** have not made a claim and do not intend to make a claim on the policy.

Your right to cancel after the cooling off period

After the first 14 days no refund of premium will be payable

Insurer's right to cancel

This policy runs concurrently with **your vehicle** insurance policy. If **your** Toyota Motor Insurance policy is cancelled for any reason this policy will also be cancelled by **us**.

The **Insurer** may cancel this insurance at any time by providing 14 days' written notice to **you** at **your** last known address. In such event, **we** will refund the premium paid for the remaining period of cover, unless **you** have made any claims.

We may cancel **your** policy, but only if there is a valid reason for doing so. Valid reasons include, but are not limited to:

- Fraud
- Threatening and abusive behaviour against **our** or the **Administrator's** staff;

- Repeatedly or seriously breaking the terms of this policy;
- Non-payment of premium.

Where **we** have cancelled **your** policy for the above reasons, no refund of premium will be made.

Law applicable

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

Customer service & complaints

This complaints procedure does not affect **your** legal rights.

Questions or complaints about your policy or the handling of your claim

If **you** have a question or concern about, or **you** wish to make a complaint about, how **your** policy was sold to **you** (including the information **you** were given before **you** bought the policy), or about the general service **you** received, please in the first instance contact Toyota Motor Insurance by:

- Telephone on 0344 243 8904 or
- Writing to Toyota Motor Insurance at:

The Customer Service Manager
Toyota Motor Insurance
Cornwall House
Princes Risborough
HP27 9DN

The aim is to provide **you** with a high quality service at all times. Every effort will always be made to sort out any enquiry or problem that **you** may have. If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact AXA Assistance by:

- Email at qualityassurance@axa-assistance.co.uk;
- Telephone on 01737 334452;
- Writing to the **Insurer** at: Customer Relations Team, AXA Assistance, The Quadrangle, 106-118 Station Road, Redhill RH1 1PR.

If **you** remain dissatisfied after **your** complaint has been considered, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service, by:

- Email at complaint.info@financial-ombudsman.org.uk;
- Telephone on 0800 0234 567 from a landline or 0300 1239 123 from a mobile;
- Writing to: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR
- Web: www.financial-ombudsman.org.uk

Details on how to take **your** complaint to the Financial Ombudsman Service can also be found on the Online Dispute Resolution (ODR) platform http://ec.europa.eu/consumers/odr/index_en.htm, which has been set up by the EU Commission.

Further details will be provided at the appropriate stage of the complaints process. None of the above affects **your** statutory rights.

Financial Services Compensation Scheme

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). If it cannot meet its obligations **you** may be entitled to compensation under the scheme. **You** can get more information at www.fscs.org.uk

Definitions

The following terms have the meaning given below wherever they appear in bold in this policy:

Administrator	Direct Group Limited, Quay Point, Lakeside Boulevard, Doncaster, DN4 5PL. Direct Group Limited is authorised and regulated by the Financial Conduct Authority number 307332 and handles claims on behalf of the Insurer.
Confirmation of cover letter	The document which forms part of the vehicle insurance contract alongside which you have bought this policy and provides confirmation of your name, home address and details of the insured vehicle .
Emergency	Loss, theft or damage to a key rendering you unable to access your home and/or your office or vehicle .
Geographical limits	This policy covers you within the United Kingdom and if travelling abroad in any of the following European countries: Andorra, Austria, Belgium, Bulgaria, Croatia, Denmark, Finland, France, Germany, Greece, Iceland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, Romania, San Marino, Spain, Sweden, Switzerland, Estonia, Latvia, Lithuania, Poland, Czech Republic, Slovakia, Hungary, Slovenia, the Vatican City, Malta, the Republic of Cyprus, and other islands that belong to these countries and that are in Europe.
Home	Your main and permanent place of residence in the United Kingdom , comprising a private dwelling (for example: house, bungalow, maisonette or flat) used for domestic purposes only. This includes any garage, outbuildings, sheds and gates within the boundary of your property.
Immediate family member	Husband, wife, civil partner, live-in partner, parent, child, adult child or adult step-child residing at your home .
Insured vehicle	A vehicle which you are insured to ride under the vehicle insurance policy .
Insurer/We/Us/Our	This policy is underwritten by Inter Partner Assistance SA UK Branch which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance SA firm register number is 202664. You can check this on the Financial Services Register by visiting the website www.fca.org.uk/register .

Key	Any of the keys which grant you access to your home, office or your vehicle , including electronic, remote and proximity keys.
Lock	Any lock that provides access to your home, office or vehicle .
Office	Your home or private work office including any safe.
Onward transportation	For long journeys of 15 miles and over, the mode of transport should be a bus or train unless you are physically unable to use public transport. For short journeys of up to 15 miles, a taxi is acceptable.
Pay and claim basis	Where assistance is not provided by our approved locksmith, you will be responsible for paying all costs (for example, the cost of repairing or replacing your keys) that you wish to claim for under this policy. We will reimburse those costs provided the loss is covered under the policy. We will ask you to submit your claim together with supporting documentation to us so that we can evaluate your claim and make the appropriate reimbursement. The reimbursement will not exceed the total policy limit of £1,500 (including VAT).
Period of cover	Cover under this policy will run alongside your vehicle insurance policy for a maximum of 12 months. If you arranged this policy after the start date of your vehicle insurance policy cover will be provided from the date you bought it and will end on the expiry date of your vehicle insurance policy , as detailed on your confirmation of cover letter .
Policyholder	The person named as the policy holder under this policy.
Total policy limit	The maximum amount (£1,500 including VAT) that we will pay towards your claims in the period of cover . If the value of the total claims that you make during the period of cover exceeds this limit, then these additional costs will be at your expense.
United Kingdom/UK	England, Scotland, Wales, Northern Ireland, Channel Islands and the Isle of Man.
Vehicle	Your private motor vehicle, light commercial vehicles (up to a weight of 3500kg), business vehicle, motorcycle, motor home or mobility scooter.
Vehicle insurance policy	The Toyota Motor Insurance policy that has been issued to you for the insured vehicle.
You/Your/Yourself	The policyholder and any immediate family member of the policyholder's family permanently living at the same address as the policyholder during the period of cover .

Important telephone numbers

Claims Helpline: 0344 243 8904

Windscreen Claims Helpline: 0345 120 1348

Customer Services: 0344 243 8904

Toyota Key Protect Insurance

Claim Helpline: 0173 733 4452

Toyota Always a Better Way