



# ***Motor Fleet Policy***

*POLICY NUMBER:*



# ***Motor Insurance Notice***

**The Motor Insurance Database** - Information relating to this 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 law for purposes not limited to but including :

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

If an authorised driver is involved in a road traffic accident (either in the UK, the EU or certain other territories), insurers and or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds the correct registration number. If it is incorrectly shown on the MID there is a risk of having the vehicle seized by the Police. The registration number details can be checked on the MID at [www.askmid.com](http://www.askmid.com).



## Table of Contents

	<u>Page</u>
Schedule .....	4
Agreement To Contract / Policy Cover .....	6
<b>Section 1</b> Definitions .....	7
<b>Section 2</b> Loss Of or Damage to Vehicle .....	8
<b>Section 3</b> Liability To Third Parties .....	10
<b>Section 4</b> Medical Expenses .....	12
<b>Section 5</b> Clothing And Personal Effects .....	12
<b>Section 6</b> Windscreen Breakage .....	12
<b>Section 7</b> Customs Duty .....	12
<b>Section 8</b> Trailers .....	12
<b>Section 9</b> Loss Or Theft Of Keys .....	13
<b>Section 10</b> General Average And Salvage .....	13
<b>Section 11</b> Emergency Accommodation .....	14
<b>Section 12</b> Bail Bond .....	14
<b>Section 13</b> Personal Accident .....	14
<b>Section 14</b> Crisis Containment .....	16
<b>Section 15</b> Special Provisions .....	19
<b>Section 16</b> General Exclusions .....	19
<b>Section 17</b> Conditions .....	21
Commercial Lines Complaints Procedure .....	24
How the Insurer uses Personal Information .....	25
Endorsements .....	27



# Motor Fleet Policy

## AIG Europe Limited

AIG Building  
58 Fenchurch Street  
London EC3M 4AB

The proposal, certificate of motor insurance, any endorsement and Schedule are to read together as one contract

## SCHEDULE

---

### THIS SCHEDULE REPLACES ANY PREVIOUS SCHEDULE

**Policy Number:**

**Issuing Office:**

***Insured:***

***Business:*** As logged with the company

**Description of *Insured Vehicle:*** Any motor vehicle the property of the policyholder or in their care custody or control

**Sections Applicable:**

### LIMITS

- |   |  |
|---|--|
| <b>(a) Own Loss or Damage:</b>                    | (i) Actual market value in respect of any one <b><i>Insured Vehicle</i></b><br>(ii) GBP 1,000,000 in respect of any one occurrence |
| <b>(b) Third Party Bodily Injury:</b>             | Unlimited any one occurrence   |
| <b>(c) Third Party Property Damage caused by:</b> |  |
| <b>(i) Private Car:</b>                           | GBP 20,000,000 any one occurrence  |
| <b>(ii) Commercial Vehicle:</b>                   | GBP 10,000,000 any one occurrence  |
| <b>(iii) carriage of Hazardous Goods:</b>         | GBP 1,000,000 any one occurrence   |



**EXCESS**

- |   |                        |
|---|------------------------|
| (a) <b>Accidental Damage, Fire and Theft:</b> | GBP any one occurrence |
| (b) <b>Windscreen</b>                         | GBP any one occurrence |
| (c) <b>Young or Inexperienced Drivers:</b>    | Not Applicable         |

**Policy Period:** Inception Date  
Expiry Date  
both days inclusive

**Renewal Date:**

<b>Premium:</b>	GBP
<b>Insurance Premium Tax @ 6%:</b>	GBP
<b>Total Premium:</b>	GBP

**Signed for and on behalf of the *Insurer***



The image shows a circular stamp for AIG Europe Limited. The stamp contains the text 'AIG Europe' at the top, the AIG logo in the center, and 'Limited' at the bottom. A handwritten signature in blue ink is written across the stamp.

**Date:**

---

**AIG Europe Limited**

AIG Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FRN 202628). This information can be checked by visiting the FS Register ([www.fsa.gov.uk/register/home.do](http://www.fsa.gov.uk/register/home.do)). AIG Europe Limited is registered in England: company number 1486260. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB.



# Motor Fleet Policy

## Agreement to Contract

In consideration of the payment of premium the **Insurer** and the **Insured** agree as follows:

## Policy Cover

In the event of an accident, injury, loss or damage occurring within the **Geographical Limits** during the **Policy Period** or during any subsequent period for which the **Insurer** may accept renewal payment for this **Policy** the **Insurer** will indemnify the **Insured** for such accident, injury, loss or damage as described in the following applicable Sections.



## Section 1 Definitions

---

### 1.1 **Accessories**

additional or supplementary parts of the **Insured Vehicle** which are not directly related to its function as a vehicle located on or in the **Insured Vehicle** including but not limited to:

- (i) navigation, audio and visual equipment fitted to the **Insured Vehicle**;
- (ii) telephones permanently fitted to the **Insured Vehicle**;
- (iii) the **Insured Vehicle's** tool kit, first aid kit and other manufacturer's equipment supplied with the **Insured Vehicle**;
- (iv) wagon sheet ropes and tarpaulins.

### 1.2 **Business**

as stated in the Schedule.

### 1.3 **Commercial Vehicle**

any **Insured Vehicle** other than a **Private Car**.

### 1.4 **Geographical Limits**

- (i) Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;
- (ii) any other member country of the European Union;
- (iii) Croatia, Norway, Switzerland, Liechtenstein and Iceland;
- (iv) any other country which the **Insurer** agrees to provide insurance for under this **Policy** for a specific period following a request by the **Insured**; or
- (v) in the course of transit (including loading and unloading) between those countries listed in 1.4 (i) to (iv) provided that the duration under normal conditions is not greater than 65 hours.

### 1.5 **Hazardous Goods**

means those detailed in the following regulations:

- (i) The Dangerous Substances (Conveyance by Road in Road Tankers and Tank Containers) Regulations 1992;
- (ii) The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2004; and
- (iii) The 'Approved List of Dangerous Substances' published by the Health and Safety Executive,

or any re-enactment or replacement of such regulations and any other legislation of similar intent (including subsequent legislation) if applicable.

### 1.6 **Insured**

the person or party named in the Schedule.

### 1.7 **Insurer**

AIG Europe Limited.

### 1.8 **Insured Vehicle**

any motor vehicle mentioned by description or registration mark in the Schedule.



1.9 **Policy**

this agreement and any endorsements issued for this Policy.

1.10 **Policy Period**

the period from the inception date to the expiry date stated in the Schedule.

1.11 **Private Car**

any private passenger vehicle with less than eight passenger seats.

1.12 **Special Type**

any motor vehicle constructed to operate primarily as a tool of trade and not designed for the carriage of goods or passengers.

1.13 **Trailer**

any trailer or agricultural or forestry implement or machine which is properly constructed to be towed by a motor vehicle.

**Section 2 Loss or Damage to Insured Vehicle**

---

- 2.1 (i) the **Insurer** will indemnify the **Insured** against loss or damage to any **Insured Vehicle** (and its **Accessories** and spare parts) caused by:
- (a) accidental means including malicious damage by any person; or
  - (b) fire; or
  - (c) theft or attempted theft;
- (ii) the **Insurer** may repair or replace such **Insured Vehicle**, any part or its **Accessories** or spare parts or may pay the amount of loss or damage;
- (iii) if such **Insured Vehicle** is the subject of a hire purchase agreement payment shall be made to the owner described in such agreement and whose receipt shall be a full and final discharge of the **Insurer's** liability in respect of such loss or damage;
- (iv) in respect of any one event the actual market value of such **Insured Vehicle** shall be the maximum amount payable by the **Insurer** in respect of any claim for loss or damage to such **Insured Vehicle** subject to the Limit (a) (ii) as stated in the Schedule.

2.2 **Recovery and Redelivery**

If the **Insured Vehicle** is disabled by loss or damage the **Insurer** will bear the reasonable cost of protection and removal to the nearest competent repairers. The **Insurer** will pay the reasonable cost of delivery to the **Insured** of the repaired **Insured Vehicle** in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

2.3 **Replacement with New Vehicle**

- (i) If within 12 months of any **Insured Vehicle** first being registered as new which is owned by the **Insured** or leased to the **Insured** under a hire purchase, leasing or contract hire agreement such **Insured Vehicle** is:
- (a) lost or stolen and not recovered within 28 days; or





- (b) damaged to the extent that the repair costs exceed 50% of the manufacturer's recommended retail price of the **Insured Vehicle** at the time of such damage,

the **Insurer** will instead of making monetary payment and with the **Insured's** and any other interested party's consent replace such **Insured Vehicle** with a new vehicle of the same manufacture and model, subject to availability, and the **Insurer** shall be entitled to possession and ownership of the lost, stolen or damaged **Insured Vehicle**.

- (ii) For **Commercial Vehicles** and **Special Types** the **Insurer's** total liability will be a maximum of GBP 5,000 above the **Insured Vehicle's** market value immediately prior to such loss or damage.

#### 2.4 Excess Clause

The **Insurer** shall not be liable for the excess stated in the Schedule.

#### 2.5 Young or Inexperienced Drivers Excess

If loss or damage occurs to the **Insured Vehicle** whilst driven by or in the care, custody or control of any person:

- (i) under 25 years of age; or
- (ii) with less than 12 months driving experience; or
- (iii) who holds a provisional licence,

the **Insurer** will impose the additional excess stated in the Schedule.

#### 2.6 EXCLUSIONS TO SECTION 2

The **Insurer** shall not be liable for:

- (i) loss of use, depreciation, wear and tear, mechanical or electrical breakdowns, failures or breakages; or
- (ii) damage to tyres unless as a direct result of an accident for which cover is provided under this Section 2; or
- (iii) any reduction in market value following repair; or
- (iv) loss of **Insured Vehicle** where possession is obtained by misrepresentation or deception; or
- (v) loss of **Insured Vehicle** due to theft whilst such **Insured Vehicle** is unattended and the ignition key is inside such **Insured Vehicle**; or
- (vi) **Accessories** over GBP 5,000 (subject to the excess stated in the Schedule) which are not the manufacturers standard equipment fitted at first registration; or
- (vii) loss or damage to an **Insured Vehicle** whilst being used for racing, competitions, trials or rallies (other than road safety rallies and treasure hunts).



### Section 3 Liability To Third Parties

---

#### 3.1 Indemnity to the *Insured*

- (i) the *Insurer* will indemnify the *Insured* against its liability at law for damages in respect of:
  - (a) accidental death of or bodily injury to any person; or
  - (b) accidental damage to property which is not the *Insured's* property,  
caused by or in connection with the use of any *Insured Vehicle*.
- (ii) in respect of any event covered by 3.1(i) and with the *Insurer's* prior written consent the *Insurer* will pay:
  - (a) solicitor's fees incurred for representation at any coroner's inquest or fatal inquiry in respect of any death;
  - (b) solicitor's fees incurred for defending any proceedings in a court of summary jurisdiction for any act caused or related to an event which may be the subject of indemnity under 3.1(i);
  - (c) legal fees incurred in defending a charge of manslaughter or causing death by dangerous driving; and
  - (d) all other reasonable costs and expenses incurred with the *Insurer's* prior written consent;
- (iii) the *Insurer* will indemnify the *Insured* if any vehicle which is not owned by the *Insured* is being used in connection with the *Insured's Business*, however the *Insurer* will not be liable:
  - (a) if there is any other insurance covering the same liability; or
  - (b) for loss or damage to such vehicle.

#### 3.2 Indemnity to others

The *Insurer* will indemnify:

- (i) any person permitted to drive the *Insured Vehicle* by the *Insured*;
- (ii) at the *Insured's* request any passenger travelling in, entering or leaving the *Insured Vehicle*;
- (iii) the personal representatives of any person entitled to indemnity under 3.1(i) in the event of such person's death;
- (iv) the *Insured* in respect of unauthorised use of an *Insured Vehicle*;
- (v) the owner of any motor vehicle loaned or hired to the *Insured* ;
- (vi) any person with whom the *Insured* has entered into a contract (the principal) provided that:
  - (a) the *Insured* has arranged with the principal for the conduct of all claims to be vested in the *Insurer*;
  - (b) the *Insurer* will not be liable in respect of death, bodily injury or damage arising from the negligence of anyone other than the *Insured*, the employees of the *Insured* or anyone acting on behalf of the *Insured*;
  - (c) the principal is not entitled to indemnity under any other insurance; and



(d) the principal observes and is bound by the terms of this **Policy**.

### 3.3 **Limit of Liability**

The **Insurer's** liability in respect of loss or damage to third party property is limited to the amount stated in the Schedule.

### 3.4 **Cross Liability**

If the **Insured** is more than one party, the cover provided by 3.1 (i) shall apply as if separate policies had been issued to each party but the **Insurer's** total liability for all claims shall not exceed in the aggregate the limit of indemnity stated in this **Policy**.

### 3.5 **Emergency Treatment**

The **Insurer** will indemnify any person using the **Insured Vehicle** for liability under road traffic legislation for emergency treatment fees arising out of an accident in connection with the **Insured Vehicle**.

### 3.6 **Unauthorised Movement of Third Party Vehicle**

The **Insurer** will indemnify the **Insured** under this Section 3 in respect of unauthorised movement of any vehicle which is not the **Insured's** property by the **Insured's** employee during the course of the **Insured's Business** to allow safe passage of the **Insured Vehicle**.

### 3.7 **EXCLUSIONS TO SECTION 3**

The **Insurer** shall not be liable:

- (i) unless the driver has a valid licence to drive the **Insured Vehicle** and is not disqualified from holding such licence unless the **Insured Vehicle** is being driven under circumstances where a licence is not required by law;
- (ii) in respect of death or bodily injury to the driver or person in charge for the purpose of driving the **Insured Vehicle**;
- (iii) for loss or damage to property belonging to or in the care, custody and control of the **Insured** or the driver of the **Insured Vehicle**;
- (iv) for death or bodily injury to any person arising out of or in the course of their employment by the **Insured** except as is necessary to meet the requirements of any road traffic legislation
- (v) for liability arising from the loading or unloading beyond the limits of any carriageway or thoroughfare by any person other than the driver or attendant of the **Insured Vehicle**;
- (vi) for damage to property being conveyed by the **Insured Vehicle**;
- (vii) for death, injury, loss or damage directly or indirectly caused by the wrongful collection or delivery of the **Insured Vehicle's** load;
- (viii) for liability arising out of the operation as a tool of trade or attached plant except as is necessary to meet the requirements of any road traffic legislation.



#### Section 4 Medical Expenses

---

If any occupant of the **Insured Vehicle** sustains bodily injury caused by accidental and external means directly in connection with the **Insured Vehicle** the **Insurer** will pay to the **Insured** medical expenses up to a maximum limit of GBP 500 in respect of each person injured.

#### Section 5 Clothing and Personal Effects

---

5.1 If personal clothing or effects are lost or damaged by fire, theft, attempted theft or accident while in or on the **Insured Vehicle** the **Insurer** will indemnify the **Insured** or if the **Insured** so wishes the owner of the property provided that:

- (i) the **Insurer's** total liability is limited to GBP 500 in respect of any one occurrence; and
- (ii) receipt of the owner of the property shall be a full discharge of the **Insurer's** liability.

#### 5.2 EXCLUSIONS TO SECTION 5

The **Insurer** shall not be liable for loss or damage to:

- (i) money, stamps, tickets, documents or securities; or
- (ii) goods or samples carried in connection with any trade or business; or
- (iii) tools or equipment being carried in connection with any trade or business.

#### Section 6 Windscreen Breakage

---

The **Insurer** will indemnify the **Insured** for breakage of glass in the windscreen or window or any scratching of an **Insured Vehicle's** bodywork resulting solely and directly from such breakage, subject to the excess stated in the Schedule.

#### Section 7 Customs Duty

---

Provided that liability arises directly from the loss or damage insured by this **Policy** and that the **Insured Vehicle** is insured for comprehensive cover the **Insurer** will indemnify the **Insured** against liability for the enforced payment of customs duty.

#### Section 8 Trailers

---

8.1 A **Trailer** shall be insured under this **Policy** as though it were an **Insured Vehicle** if:

- (i) it is attached or connected to an **Insured Vehicle**;
- (ii) details of the **Trailer** have been given to the **Insurer**;
- (iii) details of the **Trailer** have not been given to the **Insurer** and the **Trailer**.
  - (a) is attached or connected to an **Insured Vehicle**; or



- (b) has been attached or connected to an **Insured Vehicle** and whilst away from the **Insured's** premises the **Trailer** is temporarily detached or disconnected from, but remains in the vicinity of, an **Insured Vehicle**.

#### 8.2 Contingent Liability Cover for Trailers

The **Insurer** will indemnify the **Insured** under Section 3.1 in respect of any Trailer which is hired under a hire purchase agreement or leased under a vehicle leasing agreement to the **Insured** whilst it is not in the custody or control of the **Insured** provided that if at the time of any accident giving rise to a claim under this **Policy** there is any other existing insurance covering the same liability in place the **Insurer** shall not be liable to make any payment under this **Policy**.

#### 8.3 EXCLUSIONS TO SECTION 8

The **Insurer** shall not be liable:

- (i) under 8.1(iii)(b) for **Trailers** with plant permanently attached while the **Trailer** is detached from or disconnected from an **Insured Vehicle**; or
- (ii) if the **Insured Vehicle** to which the **Trailer** is attached is drawing a greater number of **Trailers** than is permitted by law.

#### 8.4 CONDITIONS FOR SECTION 8

- (i) whilst any **Trailer** is attached to a towing **Insured Vehicle** or power unit they shall be regarded as one vehicle; and
- (ii) any plant permanently attached to a **Trailer** shall be regarded as part of that **Trailer**.

### Section 9 Loss or Theft of Keys

---

In the event of the loss or theft of keys or lock transmitter of any **Insured Vehicle** the **Insurer** will pay for the replacement of any or all of the following:

- (i) the door locks and /or the boot locks;
- (ii) the ignition steering lock;
- (iii) the lock transmitter and/or central locking interface.

### Section 10 General Average and Salvage

---

The **Insurer** will indemnify the **Insured** against General Average Contribution, Salvage, Sue and Labour charges incurred in any Custom Duty arising out of the transportation of the **Insured Vehicle** by sea provided that:

- (i) the **Insured Vehicle** is insured against loss or damage by Section 2.1 of this **Policy**; and
- (ii) any contribution relates to the value of the **Insured Vehicle** declared to the **Insurer**.



## Section 11 Emergency Accommodation

---

- 11.1 In the event of the **Insured** or any other person entitled to drive:
- (i) being deprived of use of the **Insured Vehicle** as a result of loss or damage insured under this **Policy**; and
  - (ii) being unable to reach their destination the same day
- the **Insurer** will pay necessary expenses for emergency accommodation limited to:
- (i) two nights
  - (ii) not exceeding GBP 100 per person
  - (iii) up to a maximum of GBP 500 for all occupants of the **Insured Vehicle**

## Section 12 Bail Bond

---

### 12.1 BAIL BOND:

If a Spanish bail bond has been issued and the authorities impound an **Insured Vehicle** and/or detain the authorised driver as a direct result of an accident in Spain which may be indemnified under this **Policy** and a guarantee is required for their release, the **Insurer** will furnish such guarantee up to a maximum of GBP 5,000 in all in any one **Policy Period**.

- 12.2 Immediately upon the guarantee being released and the deposit becoming recoverable the **Insured** shall comply with all necessary formalities and give the **Insurer** all such information and assistance as it may require to obtain the cancellation of the guarantee or the return of the deposit.
- 12.3 If the guarantee is wholly or in part forfeited or taken for the payment of fines or costs in or as the result of any penal proceedings against the **Insured** or the person driving the **Insured** shall repay such amounts to the **Insurer** as soon as possible.

## Section 13 Personal Accident

---

- 13.1 In the event of an **Insured Person** sustaining **Bodily Injury** as a result of an **Accident** or **Assault** directly connected with driving, entering or leaving the **Insured Vehicle**, including **Assault** whilst in or immediately next to the **Insured Vehicle**, which results within three months, the **Insurer** will pay:

### Schedule of Benefits

<b>Bodily Injury Sustained</b>	<b>Sum Insured</b>
<b>Quadriplegia</b>	GBP 100,000
<b>Permanent Disability</b>	GBP 100,000
<b>Paraplegia</b>	GBP 50,000
<b>Loss of two or more limbs</b>	GBP 50,000
<b>Loss of Sight in both eyes</b>	GBP 50,000
<b>Loss of one limb</b>	GBP 25,000
<b>Loss of Sight in one eye</b>	GBP 25,000
<b>Death</b>	GBP 35,000



### 13.2 DEFINITIONS APPLYING TO SECTION 13

- (i) **Accident**  
a sudden and unexpected event;
- (ii) **Assault**  
an unprovoked and malicious assault;
- (iii) **Bodily Injury**  
physical damage caused by an **Accident** or **Assault**;
- (iv) **Insured Person**  
the permitted driver of the **Insured Vehicle**, at the time of the **Accident** or **Assault**;
- (v) **Loss of Sight in both eyes**  
the **Insured Person** is registered blind on the authority of a fully qualified ophthalmic specialist;
- (vi) **Loss of Sight in one eye**  
where the degree of sight remaining after correction in one or both eyes is 3/60 or less on the Snellen Scale (seeing at 3 feet what the Insured Person should see at 60 feet);
- (vii) **Paraplegia**  
the permanent and total paralysis of the bladder, rectum and both legs including thighs and feet;
- (viii) **Permanent Disability**  
disability, other than by **Loss of limb**, **Loss of Sight**, **Paraplegia** or **Quadriplegia**, which totally and permanently prevents an **Insured Person** from doing any paid work whatsoever;
- (ix) **Quadriplegia**  
the permanent and total paralysis of both arms including forearms and hands, and both legs including thighs and feet;
- (x) **Loss of limb**  
loss in relation to limb is the complete severance or the total and permanent loss of use of a limb.

### 13.3 EXCLUSIONS TO SECTION 13

The **Insurer** will not pay any claims directly or indirectly resulting from, contributed to by or arising from:

- (i) any **Insured Person** under 17 or over 70 years of age at the date of **Bodily Injury**;
- (ii) **Permanent Disability** where the **Insured Person** is over 65 years of age at the date of **Bodily Injury**;
- (iii) anxiety, stress disorder, post traumatic stress disorder, psychological or psychiatric illness or condition of the **Insured Person**;
- (iv) suicide, attempted suicide or intentional self inflicted injuries of the **Insured Person**;



- (v) the **Insured Person** suffering sickness or disease not resulting from **Bodily Injury**;
- (vi) the **Insured Person** driving the **Insured Vehicle** having a blood/urine alcohol level above the legal limit stated in the Road Traffic Acts;
- (vii) the **Insured Vehicle** at the time of the **Accident** being used for the carriage of passengers for hire or reward;
- (viii) the **Insured Vehicle** carrying a greater number than the legal seating capacity at the time of the **Accident**;
- (ix) drugs taken by the **Insured Person** other than drugs taken in accordance with the manufacturer's instructions or as prescribed by a registered medical practitioner;
- (x) drugs taken by the **Insured Person** to treat drug addiction;
- (xi) participation in any race by the **Insured Person**;
- (xii) any claim where the **Insured Person** driving the **Insured Vehicle** is not in possession of a valid driving licence and certificate of insurance as required by law; or
- (xiii) any claim where a current and valid test certificate has not been issued to cover the **Insured Vehicle** or the **Insured Vehicle** is in an un-roadworthy condition.

#### Section 14 Crisis Containment

---

- 14.1 The **Insurer** will reimburse the **Insured** on the basis detailed herein as a direct result of a **Crisis** starting during the **Policy Period** and reported to the **Insurer** in accordance with this Section 14.
- 14.2 Any **Crisis** arising out of based upon or attributable to continuous or repeated **Insured Events** shall be considered a single **Crisis** for the purposes of this Section 14.
- 14.3 The maximum amount payable by the **Insurer** under this Section 14 will be subject to the aggregate limit of £100,000 per **Crisis** or all **Crises** starting during the **Policy Period**, subject to a **coinsurance** of 20% per **Crisis** (the **Coinsurance Percentage**).
- 14.4 Subject to the requirements set out in paragraph 14.9 of this Section 14, for the purpose of this Section 14 only, the **Insurer** shall reimburse the **Insured** for **Crisis Consultant** costs, the fees and costs of Brotzen Mayne, Endelman with respect to a **Crisis**. Such fees and costs shall be approved and paid by the **Insured** and submitted to the **Insurer** for approval and reimbursement under this Policy. **Crisis Consultant** costs are limited to fees or costs incurred within the **Crisis Coverage Period**.
- 14.5. **EXCLUSIONS TO SECTION 14:**

The **Insurer** is not liable for the payment of any loss directly or indirectly caused by or resulting from:

  - (i) circumstances that affect the industry in which the **Insured** conducts its business activities;





- (ii) governmental regulations which affect another country or the industry in which the Insured conducts its business activities;
- (iii) changes in population, customer tastes, economic conditions, seasonal sales variations, or competitive environment; and
- (iv) any fraudulent act committed by any of the **Insured's** senior executives.

#### 14.6 DEFINITIONS SPECIFIC TO SECTION 14:

- (i) **Adverse Publicity** means any negative reporting of an **Insured Event** in local, regional or national media (including but not limited to radio, television, newspaper and/or magazines) which has potential to cause a **Material Interruption**.
- (ii) **Crisis** means any decisive, unstable or crucial time in the **Insured's** affairs or **Business** resulting from an **Insured Event** that:
  - (a) has directly caused a material interruption; or
  - (b) has the potential to cause:
    - (i) imminent **Financial Loss**; or
    - (ii) **Adverse Publicity**;for the **Insured** if left unmanaged.
- (iii) **Crisis Consultants** means the independent crisis consultants previously approved by the **Insurer** for use by the **Insured** in connection with a **Crisis**.
- (iv) **Crisis Coverage Period** means the period of time commencing when the **Crisis** is first reported to the **Insurer** and ending not later than 25 days thereafter.
- (v) **Financial Loss** means:
  - (a) within a 48 hour period, the price per share of the **Insured's** common stock decreases by 10% net of the change in the Standard & Poor's Composite Index or any other comparable index used to measure the stock exchange in which the **Insured** lists its common stock; or
  - (b) a decrease greater than 20% in the consolidated revenues of the **Insured**.
- (vi) **Insured Event** means an occurrence that in the good faith opinion of the Insured comprises of an event or circumstance which in the absence of Crisis Containment Management could potentially give rise to a claim under this Policy.
- (vii) **Material Interruption** means a disruption or break in the continuity of the **Insured's** normal **Business** operations, which:
  - (a) requires the direct involvement of all of the **Insured's** board of directors or senior executives and diverts their concentration from their normal operating duties; and
  - (b) is likely to have a significant negative impact on the **Insured's** revenues, earnings or net worth.



#### 14.7 Additional General Provisions applicable to this Section 14

##### Changes in risk during the *Policy Period*

If during the *Policy Period*

- (i) the **Insured** consolidates with or merges into, or sells all or substantially all of its assets to any other person or entity or group of persons and/or entities acting in concert; or
- (ii) any person or entity, whether individually or together with any other person or persons, entity or entities acquires an amount of the outstanding shares representing more than 50% of the voting power for the election of directors of the **Insured**, or acquires the voting rights of such an amount of such shares;

(either of the above events herein referred to as the "**transaction**"), then, Section 14 is amended so as to apply only to **Crisis** committed prior to the effective date of the **transaction**.

The **Insured** shall give the **Insurer** written notice of the **transaction** as soon as practicable but not later than 30 days after the effective date of the **transaction**.

#### 14.8 Coinsurance

The **Insured** will bear the coinsurance, which shall remain uninsured, with respect to each **Crisis**. The coinsurance amount will be calculated by multiplying the incurred **Crisis Consultant** costs by the Coinsurance Percentage. The **Insurer** will reimburse the **Insured** subject to the aggregate limit of liability after deducting the coinsurance amount from the amount of the incurred **Crisis Consultant** costs.

#### 14.9 Requirements

- (i) Subject to the specific requirements set out in the paragraphs below the **Insured** will, as a condition precedent to the obligations of the **Insurer** under this Section 14 of the **Policy**, give immediate notice to the **Insurer** of any **Crisis** by telephoning the CRISIS CENTRE HOTLINE available globally twenty-four hours a day, seven days a week at the following number:  
UK / Europe / Rest of World: (free phone) + 1-817-826-7000
- (ii) Any event that meets the following conditions will be reported to the **Insurer** in the time period indicated:
  - (a) any event that results in regional or national media coverage (print, radio or television) and relates to an **Insured Event**, must be reported to the **Insurer** within 24 hours of the media coverage, if the **Insurer** has not previously been notified of the event by the **Insured**;
  - (b) any event that results in the filing of a claim or litigation against the **Insured** and relates to an **Insured Event**, must be reported to the **Insurer** within 48 hours of the claim/litigation filing, if the **Insurer** has not previously been notified of the event by the **Insured**.



- (iii) Reporting of an event does not guarantee that it will be considered an **Insured Event**. In all cases, when the initial reporting of the event under this **Policy** is made verbally, written notification containing a complete description of the event must be submitted, when requested by the Company, by writing to:

The Contingency Claims Manager,  
AIG Europe Limited,  
2-8 Altyre Road,  
Croydon CR9 2LG,

## Section 15 Special Provisions

---

### 15.1 AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY:

Nothing in this **Policy** shall affect the right of any person indemnified by this **Policy** or of any other person to recover an amount under or by virtue of the provisions of the law of any territory in which the **Policy** operates relating to the insurance of third party liability.

However the **Insured** shall repay to the **Insurer** all sums paid by the **Insurer** which the **Insurer** would not have been liable to pay but for the provisions of such law.

### 15.2 DESCRIPTION OF USE:

- (a) use as stated in section 6 of the certificate of motor insurance;
- (b) the **Insurer** will indemnify the **Insured** in the terms of this **Policy** while the **Insured Vehicle** is in the custody or control of a member of the motor trade for the purpose of and while being used solely for testing, overhaul, upkeep or repair.

## Section 16 General Exclusions

---

The **Insurer** shall not be liable in respect of:

- 16.1 any accident, injury, loss or damage occurring while the **Insured Vehicle** is being:
  - (i) used with the consent of the **Insured** otherwise than in accordance with Special Provision 15.2;
  - (ii) driven by the **Insured** or the **Insured's** employees unless he holds a driver's licence and is not disqualified from holding or obtaining such licence;
  - (iii) driven with the **Insured's** general consent by any person who to the **Insured's** knowledge does not hold a driver's licence unless such person has held and is not disqualified from holding or obtaining such a licence,but 16.1 (ii) and (iii) shall not apply when a licence is not required by law;
- 16.2 any liability which attaches by virtue of an agreement which would not have attached in the absence of such agreement except where such liability attaches in accordance with Section 3.2 (vi);



- 16.3 (i) loss, destruction or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss; or
- (ii) any legal liability of whatsoever nature, directly or indirectly caused by, contributed to by or arising from ionising radiations or contaminations by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- 16.4 (i) any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
- (a) war, invasion, acts of foreign enemies, hostilities or warlike 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; or
- (b) an act of terrorism
- except so far as is necessary to meet the requirements of any road traffic legislation;
- (ii) For the purpose of this Exclusion 16.4 an act of terrorism means an act including but not limited to the use of force or violence and/or the threat of to any person(s) or group(s) of persons whether acting alone, on behalf of or in connection with any organisation(s) or government(s), committed for political religious, ideological or similar purposes including without limitation the intention to influence any government and/or to put the public, or any section of the public in fear;
- (iii) This Exclusion 16.4 shall not apply in respect of liability at law for damages in respect of death or bodily injury to any person or the first GBP 250,000 of damage to property which is not the **Insured's** property.
- (iv) This Exclusion 16.4 (to the extent that it applies) also includes loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with, any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above.
- (v) If the **Insurer** alleges that by reason of this Exclusion 16.4 any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon the **Insured**. In the event any portion of Exclusion 16.4 is found to be invalid unenforceable the remainder shall remain in full force and effect.
- 16.5 any accident, injury, loss or damage (except under Section 3) arising during (unless it be proved by the **Insured** that the accident injury, loss or damage was not occasioned by) or in consequence of:
- (i) earthquake occurring outside Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or any other member country of the European Union; or
- (ii) riot or civil commotion occurring elsewhere other than the **Geographical Limits** of this **Policy**;



- 16.6 loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or super sonic speeds;
- 16.7 (i) the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or water cause or body of water;
- (ii) this Exclusion 16.7 does not apply in respect of death, bodily injury or damage to property caused by a sudden, accidental and unexpected discharge, dispersal, release or escape during the **Policy Period** of such substances immediately following and caused by a puncturing, splitting or other sudden escape from their immediate and designated contained holder or confining structure resulting from a sudden, accidental and unexpected event during the **Policy Period**;
- (iii) expenses for the prevention of any contamination or pollution shall form part of this Exclusion 16.7 and shall not be recoverable under this **Policy**.
- 16.8 fines, penalties, punitive or exemplary damages;
- 16.9 any action brought in a court of law outside the **Geographical Limits**;
- 16.10 (a) **Insured Vehicles** on airport premises except in public areas with free vehicular access and except **Insured Vehicles** which enter only temporarily for the purpose of delivery; or
- (b) any losses directly or indirectly involving aircraft.

## Section 17 Conditions

---

It is a condition that:

### 17.1 **Policy interpretation**

Any interpretation of this **Policy** or issue relating to its construction, validity or operation shall be determined by the laws of England and Wales. No amendment to this **Policy** will be effective unless it is written. Except as otherwise provided herein the parties will submit to the exclusive jurisdiction of the courts of England and Wales. This **Policy**, its Schedule and any endorsements are one contract in which, unless the context otherwise requires:

- (i) headings are descriptive only, not an aid to interpretation;
- (ii) singular includes the plural, and vice versa;
- (iii) the male includes the female and neuter;
- (iv) all references to specific legislation include amendments to and re-enactments of such legislation and similar legislation in any jurisdiction in which a claim is made; and
- (v) references to positions, offices or titles shall include their equivalents in any jurisdiction in which a claim is made.



## 17.2 Claims

- (i) The **Insured** or his personal representatives shall give notice in writing to the **Insurer** as soon as possible after the occurrence of any accident, injury, loss or damage with full particulars of such claim.
- (ii) Every letter, claim, writ, summons and process shall be notified or forwarded to the **Insurer** immediately on receipt.
- (iii) Notice shall be given in writing to the **Insurer** immediately if the **Insured** or his personal representatives have knowledge of any impending prosecution, inquest or fatal inquiry in connection with any accident for which there may be liability under this **Policy**.
- (iv) No admission, offer, promise or payment of indemnity shall be made or given by or on behalf of the **Insured** without the **Insurer's** written consent.
- (v) The **Insurer** shall be entitled to take over and conduct in the name of the **Insured** the defence or settlement of any claim or to prosecute in the **Insured's** name for its own benefit, any claim for indemnity, damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the **Insured** shall give all such information and assistance as the **Insurer** may require.
- (vi) If at the time any claim arises under this **Policy** there is any other existing insurance covering the same loss, damage or liability the **Insurer** shall not be liable to pay or contribute to such claim except to the extent of any excess beyond the amount payable under such other insurance.

## 17.3 Reasonable Care

The **Insured** shall take all reasonable steps to safeguard from loss or damage and maintain in roadworthy condition any **Insured Vehicle** and the **Insurer** shall have at all times free access to examine such **Insured Vehicles**.

## 17.4 Observance

The due observance and fulfilment of the terms of this **Policy** in so far as they relate to anything to be done or complied with by the **Insured** and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the **Insurer** to make any payment under this **Policy**.

## 17.5 Adjustment

Prior to the start of any **Policy Period** the **Insured** shall provide details of all **Insured Vehicles** covered by this **Policy**. At the end of each **Policy Period** the **Insurer** will calculate the difference in the number of **Insured Vehicles** and adjust the premium accordingly.

## 17.6 Compliance

The **Insured** must supply details of the **Insured Vehicles** as are required by the relevant laws applicable in Great Britain and Northern Ireland for entry on the Motor Insurance Database.



#### 17.7 Cancellation

This **Policy** may be cancelled by the **Insurer** giving 30 days written notice by recorded delivery to the last known address of the **Insured**. If the **Premium** has been paid in full the **Insured** shall be entitled to a pro rata rebate of the **Premium** in respect of the unexpired **Policy Period**. The return of the current certificate(s) of motor insurance to the **Insurer** shall be a condition precedent to any return of premium. Any cancellation notice given by the **Insurer** shall be without prejudice to the **Insurer's** liability for injury or damage occurring prior to the expiry of the cancellation notice period.

#### 17.8 Arbitration

In the event that there is any disagreement over any amount payable by the **Insurer** under this **Policy** and which is not resolved by agreement between the **Insurer** and the **Insured** within six months, such matter shall be referred to a mutually agreed mediator. If the dispute remains unresolved after mediation, it shall be resolved by arbitration in the London Court of International Arbitration (LCIA).

#### 17.9 Assignment

Neither this **Policy** nor any right hereunder may be assigned without written consent of the **Insurer**.

#### 17.10 Contracts (Rights of Third Parties) Act

Nothing in this **Policy** is intended to confer a directly enforceable benefit on any third party other than the **Insured** whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

#### 17.11 Fraudulent Claims

If any claim made under this **Policy** is fraudulent in any respect or if any fraudulent means or devices are used by the **Insured** or anyone acting on behalf of the **Insured** to obtain any benefit under this **Policy** or if injury or damage results from the wilful act or knowingly by the **Insured** all benefits under this **Policy** shall be forfeited.

#### 17.12 Misrepresentation

Without prejudice to the other rights of the **Insurer**, this **Policy** shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular.



## **Commercial Lines Complaints Procedure**

---

We believe you deserve a courteous, fair and prompt service. If there is any occasion when our service does not meet your expectations please contact us using the appropriate contact details below and provide the Policy/Claim Number and the name of the Policyholder/Insured to help us deal with your comments quicker.

### **Claims related complaints**

Claims Manager:  
AIG Europe Limited, 2-8 Altyre Road, Croydon, CR9 2LG

Telephone: +44 (0) 208 681 2556

Facsimile: +44 (0) 208 253 7515

### **All other complaints**

Customer Relations Unit:  
AIG Europe Limited, 2-8 Altyre Road, Croydon, CR9 2LG

Telephone: +44 (0) 208 649 6666

Facsimile: +44 (0) 208 680 7330

Email: [uk.customer.relations@aig.com](mailto:uk.customer.relations@aig.com)

Online: [www.aig.co.uk](http://www.aig.co.uk) [please select “contact” followed by “your feedback”]

We will acknowledge the complaint within 5 business days of receiving it, keep you informed of progress and do our best to resolve matters to your satisfaction within 8 weeks. If we are unable to do this you may be entitled to refer the complaint to the Financial Ombudsman Service (FOS) who will review your case. We will provide full details of how to do this when we provide our final response letter addressing the issues raised.

The FOS will not consider a complaint if you:

- have not provided us with the opportunity to resolve it, or
- are a business with more than 10 employees and a group annual turnover of more than EUR2 million; or
- are a trustee of a trust with a net asset value of more than GBP1 million or;
- are a charity with an annual income of more than GBP1 million.





The FOS can be contacted at:

Financial Ombudsman Service  
South Quay Plaza, 183 Marsh Wall, London, E14 9SR

Telephone: 08000 234 567 (free for people phoning from a “fixed line”, i.e. a landline at home) or

0300 123 9 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

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

Following this complaint procedure does not affect your right to take legal action.

### **How the Insurer uses Personal Information**

The *Insurer* is committed to protecting the privacy of customers, claimants and other business contacts.

“**Personal Information**” identifies and relates to the *Insured*, representatives of the *Insured* or other individuals (e.g. the *Insured’s* employees).

By providing Personal Information, the *Insured* gives permission for its use as described below. If the *Insured* provides Personal Information about another individual, the *Insured* confirms that the *Insured* is authorised to provide it for use as described below.

#### **The types of Personal Information the Insurer may collect and why -**

Depending on the *Insurer’s* relationship with the *Insured*, Personal Information collected may include: identification and contact information, payment card and bank account, credit reference and scoring information, sensitive information about health or medical condition, and other Personal Information provided by the *Insured*. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Decision-making on provision of insurance cover and payment plan eligibility
- Assistance and advice on medical and travel matters
- Management and audit of the *Insured’s* business operations
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance, including compliance with laws outside the *Insured’s* country of residence
- Monitoring and recording of telephone calls for quality, training and security purposes
- Marketing, market research and analysis

**Sharing of Personal Information** - For the above purposes Personal Information may be shared with the *Insurer’s* group companies, brokers and other distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers. Personal Information will be shared with other third parties (including government authorities) if required by law. Personal information (including details of injuries) may be recorded on claims registers shared with other insurers. The *Insurer* is required to register all third party claims



for compensation relating to bodily injury to workers' compensation boards. The *Insurer* may search these registers to detect and prevent fraud or to validate the *Insured's* claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of the *Insurer's* company or transfer of business assets.

**International transfer** - Due to the global nature of the *Insurer's* business Personal Information may be transferred to parties located in other countries, including the United States and other countries with different data protection laws than in the *Insured's* country of residence.

**Security and retention of Personal Information** – Appropriate legal and security measures are used to protect Personal Information. The *Insurer's* service providers are also selected carefully and required to use appropriate protective measures. Personal information will be retained for the period necessary to fulfil the purposes described above.

**Requests or questions** - To request access or correct inaccurate Personal Information, or to request the deletion or suppression of Personal Information, or object to its use, please e-mail: [DataProtectionOfficer@aig.com](mailto:DataProtectionOfficer@aig.com) or write to Data Protection Officer, Legal Department, AIG Europe Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB. More details about the *Insurer's* use of Personal Information can be found in the *Insurer's* full Privacy Policy at [www.aig.co.uk/privacypolicy](http://www.aig.co.uk/privacypolicy) or the *Insured* may request a copy using the contact details above.

**Other individuals' personal information** - By submitting information to AIG relating to any identifiable individual, the *Insured* represents that it has authority to provide that personal information to AIG. With respect to any individual about whom the *Insured* provides personal information to AIG, the *Insured* agrees: (a) to inform the individual about this Privacy Policy; and (b) to obtain any legally-required consent for the collection, use, disclosure, and transfer (including cross-border transfer) of personal information about the individual in accordance with the Privacy Policy.

### **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event that we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Further information is available from the FSCS.

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

Telephone: 0800 678 1100 (Freephone) or 020 7741 4100

[www.fscs.org.uk/](http://www.fscs.org.uk/)



Endorsement(s) effective attaching to and forming part of Policy Number issued to

**ENDORSEMENT NUMBER 1**

**Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence and Prosecution Costs**

**AIGCASAUTO13/07/05/08**

The *Insurer* will indemnify the *Insured* under Section 3 of this *Policy* in respect of any event covered by paragraph 3 (i) and with the *Insurer's* prior written consent

(a) in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings;

(b) in respect of any prosecution costs awarded against the *Insured*

arising in connection with a breach or alleged breach of the Corporate Manslaughter and Corporate Homicide Act 2007 provided always that the proceedings relate to an offence alleged to have been committed during the *Policy Period* and in the course of the *Business*.

The indemnity will not apply:

- (a) to any penalties or fines imposed including but not limited to any costs in respect of Remedial Order or Publicity Order;
- (b) to proceedings consequent upon any deliberate act or on behalf of the *Insured* if the result could reasonably have been expected having regard to the nature and circumstances of such act or omission;
- (c) where indemnity is provided by another insurance;
- (d) to proceedings which may arise out of any activity or risk excluded by this *Policy*;
- (e) to any excess stated in the schedule

Subject otherwise to the terms General Exclusions and Conditions of the Policy.



## **ENDORSEMENT NUMBER 2**

### **Legal Expenses**

#### **AIGCASAUTO68/17/05/11**

The cover provided under this endorsement is underwritten by the **Insurer** as defined below. All claims made under this cover will be handled by that same **Insurer**.

#### **1 DEFINITION SPECIFIC TO ENDORSEMENT AIGCASAUTO68/17/05/11:**

(i) **Costs**

the **Insurer** will pay the following on the **Insured Person's** behalf.

The professional fees and expenses reasonably and properly charged by the **Legal Representative** on a **Standard Basis**, up to the standard rates set by the courts, which the **Insured Person** cannot recover from their opponent.

The **Insured Person's** opponent's costs in civil cases which the **Insured Person** is ordered to pay by a court or which the **Insured Person** pays to their opponent with the **Insurer's** written agreement.

The **Insurer** will only pay costs which the **Insurer** considers are necessary and in proportion to the value of the **Insured Person's** claim.

The **Insurer** will only start to cover costs from the time the **Insurer** has accepted the **Insured Person's** claim in writing and appointed the **Legal Representative**.

(ii) **Insured Person**

the **Insured** and, at the request of the **Insured** with the agreement of the **Insurer**, any person authorised to drive or be a passenger in the **Insured Vehicle**.

(iii) **Insurer**

Lawclub Legal Protection, a trading name of Allianz Insurance plc, who also manage all claims made by the **Insured Person** under the cover provided by this Endorsement.

(iv) **Legal Representative**

the solicitor or other person appointed with the **Insurer's** agreement under this policy to represent the **Insured Person**. At any time before the **Insurer** agrees that legal proceedings need to be issued, the **Insurer** will choose the **Legal Representative**.

The **Insured Person** can only choose the **Legal Representative** if the **Insurer** agrees that legal proceedings need to be issued or if a conflict of interest arises which means that the **Legal Representative** cannot act on behalf of the **Insured Person**. The **Insured Person** must send the name and address of his or her chosen **Legal Representative** to the **Insurer**. If the **Insurer** agrees to appoint a **Legal Representative** that the **Insured Person** chooses, they will be appointed on the same terms as had the



*Insurer's* chosen **Legal Representative** been appointed. The *Insurer* may decide not to accept the *Insured Person's* choice of **Legal Representative**. If the *Insurer* does not agree with the *Insured Person's* choice, the matter will be settled using the procedure contained in Condition 5 (vi) of this Endorsement.

When choosing the **Legal Representative**, the *Insured Person* must remember to keep the costs of any legal proceedings as low as possible.

(v) **Standard Basis**

the assessment of **costs** which are proportionate to the *Insured Person's* claim.

## 2 INDEMNITY TO THE INSURED PERSON

The *Insurer* will pay the costs of the *Insured Person* taking legal action against the *Insured Person's* opponent as a result of any road accident which causes the following.

- (i) The *Insured Person's* death or bodily injury while the *Insured Person* is in, on or getting into or out of the **Insured Vehicle**.
- (ii) Damage to the **Insured Vehicle**.
- (iii) Damage to property which the *Insured Person* owns or is legally responsible for and which is in or on the **Insured Vehicle**.

The most the *Insurer* will pay for all claims arising out of any one road accident is £100,000.

The *Insurer* will provide this cover as long as:

- (i) the claim is not covered under any other insurance policy;
- (ii) the road accident happened within the **Geographical Limits** and within the **Policy Period**;
- (iii) the claim will be decided by a court within the **Geographical Limits**; and
- (iv) there is a reasonable chance of recovering damages from the *Insured Person's* opponent at all times.

## 3 ADDITIONAL SERVICE TO THE INSURED

### Lawphone

This Motor Fleet Policy provides the *Insured* with access to Lawphone to give advice, 24 hours a day, 365 days a year, on any legal matter affecting the *Insured's* business. The advice the *Insured* receives from Lawphone will always be according to the laws of Great Britain and Northern Ireland.

**Lawphone: 0844 2090 517**

When the *Insured* calls Lawphone, they should quote reference **36630**. The *Insured* will then be asked for a brief summary of the problem and these details



will be passed on to an adviser who will return the **Insured's** call. Calls may be recorded for the **Insurer's** training purposes and for the mutual protection of the **Insured** and the **Insurer**.

#### 4 EXCLUSIONS TO ENDORSEMENT AIGCASAUTO68/17/05/11

In addition to the General Exclusions contained in Section 16 of this **Policy**, the following apply. Wherever reference is made to the **Insured** within Section 16, for the purposes of this Endorsement such reference shall also be taken to mean the **Insured Person** where appropriate. The **Insurer** will not provide cover for the following.

- (i) Any claim where the **Insured Person** does not have a valid:
  - (a) **Policy**;
  - (b) road fund licence or MOT certificate for the **Insured Vehicle**; or
  - (c) driving licence.
- (ii) Any claim arising out of a contract the **Insured Person** has with another person or organisation.
- (iii) A claim for an event which is not covered under the **Insured's** current **Policy**.
- (iv) Any claim which the **Insured Person** reports to the **Insurer** more than 6 months after the road accident.
- (v) Any claim arising from a road accident that the **Insured** was aware of, or should reasonably have been aware of, before the **Policy Period** started.
- (vi) Disputes between the **Insured Person** and the **Insurer**.
- (vii) Costs the **Insurer** has not agreed to in writing.
- (viii) Any costs incurred before the **Insurer** has accepted the **Insured Person's** claim in writing.
- (ix) Costs the **Insured Person** has paid directly to the **Legal Representative** or any other person without the **Insurer's** permission.
- (x) Any VAT the **Insured Person** can recover from elsewhere.
- (xi) Any fines or penalties awarded against the **Insured Person**.
- (xii) An application for a judicial review
- (xii) Any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise, interpret, or deal with any date change.
- (xiii) The **Insured Vehicle** being used for racing, rallies or competitions.
- (xiv) Any costs covered by any other insurance policy or any Section of this **Policy**.
- (xv) Any claim that happens because the **Insured Person** has deliberately, consciously, intentionally or carelessly failed to take all reasonable steps to avoid, prevent and limit that claim.



## 5 CONDITIONS TO ENDORSEMENT AIGCASAUTO68/17/05/11

In addition to the Conditions contained in Section 17 of this **Policy**, the following apply. Wherever reference is made to the **Insured** within Section 17, for the purposes of this Endorsement such reference shall also be taken to mean the **Insured Person** where appropriate. If the **Insured Person** does not keep to the Conditions, the **Insurer** may refuse any claim and withdraw from any current claim.

- (i) **The Insured Person must:**
  - (a) give the **Insurer** written details of the **Insured Person's** claim along with any other supporting information the **Insurer** asks for;
  - (b) make the **Insured Person's** claim within six months of the date of the road accident;
  - (c) not appoint a **Legal Representative**;
  - (d) follow the **Legal Representative's** advice and provide any information he or she asks for;
  - (e) take every reasonable step to recover costs and pay them to the **Insurer**;
  - (f) get the **Insurer's** written permission before making an appeal;
  - (g) take every reasonable step to ensure that the **Legal Representative** keeps to condition 2 below.
  
- (ii) **The Legal Representative must:**
  - (a) get the **Insurer's** written permission before instructing a barrister or expert witness;
  - (b) tell the **Insurer** if, at any stage, there is no longer a reasonable chance of recovering damages or getting any other remedy;
  - (c) tell the **Insurer** immediately if the other party makes a payment into court or any offer to settle the matter;
  - (d) report the result of the claim to the **Insurer** when it is finished;
  
- (iii) **The Insurer will have the right to:**
  - (a) take over and conduct, in the **Insured Person's** name, any claim or proceedings;
  - (b) settle a claim by paying the amount in dispute;
  - (c) appoint the **Legal Representative** in the **Insured Person's** name and on the **Insured Person's** behalf;
  - (d) have any legal bill audited or assessed;
  - (e) contact the **Legal Representative** at any time, and have access to all statements opinions and reports relating to the claim;
  - (f) end the **Insured Person's** claim if, during the course of the claim, the **Insurer** thinks there is no longer a reasonable chance of success. If the **Insured Person** continues the claim and gets a better settlement than the **Insurer** expected, the **Insurer** will pay the **Insured Person's** reasonable **costs**;



- (g) settle the costs covered by this policy at the end of the claim;
- (h) end the **Insured Person's** claim and recover any costs from the **Insured Person** which the **Insurer** has already paid or agreed to pay if:
  - the **Legal Representative** reasonably refuses to continue acting for the **Insured Person** because of any unreasonable act or failure to act by the **Insured Person**; or
  - the **Insured Person** unreasonably withdraws their claim from the **Legal Representative** without the **Insurer's** agreement; and
  - the **Insurer** does not agree to appoint another **Legal Representative** to continue the **Insured Person's** claim.

(iv) **The Insured Person's agreements with others**

The **Insurer** will not be bound by any agreement between the **Insured Person** and the legal representative or the **Insured Person** and any other person or organisation.

(v) **Choosing the Legal Representative**

At any time before the **Insurer** agrees that **Legal Representative** need to be issued the **Insurer** will choose the **Legal Representative**.

The **Insured Person** can only choose the **Legal Representative** if the **Insurer** agrees that legal proceedings need to be issued or if a conflict of interest arises which means that the **Legal Representative** cannot act for the **Insured Person**. The **Insured Person** must send the name and address of his or her chosen **Legal Representative** to the **Insurer**. If the **Insurer** agrees to appoint a **Legal Representative** that the **Insured Person** chooses, he or she will be appointed on the same terms as the **Insurer** would have appointed the **Insurer's** chosen **Legal Representative**. The **Insurer** may decide not to accept the **Insured Person's** choice of **Legal Representative**. If the **Insurer** does not agree with the **Insured Person's** choice, the matter will be settled using the procedure in condition (vi) below

When choosing the **Legal Representative**, the **Insured Person** must remember the **Insured Person's** duty to keep the **cost** of any legal proceedings as low as possible.

(vi) **Disputes**

If there is a dispute between the **Insured Person** and the **Insurer**, the matter may be referred to an arbitrator, who the **Insured Person** and the **Insurer** agree to. If the **Insurer** and the **Insured Person** cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either the **Insured Person** or the **Insurer**, the arbitrator will decide how the **Insured Person** and the **Insurer** will share the costs.





(vii) **Notices**

Every notice which needs to be given under this Endorsement to the **Policy** must be given in writing.

If the **Insured** gives the **Insurer** notice, the **Insured** must send it to the **Insurer's** head office.

If the **Insurer** gives the **Insured** notice, the **Insurer** must send it to the **Insured's** last known address.

(viii) **Cancellation**

If this **Policy** is cancelled in accordance with Condition 17.7, cover under this Endorsement will be cancelled from the same date.

**6 HOW TO MAKE A CLAIM UNDER THE LEGAL EXPENSES COVER**

Should the **Insured Person** need to make a claim under Endorsement **AIGCASAUTO68/17/05/11** - Legal Expenses the **Insured** should contact AIG Europe Limited on **08444776544**, quoting Master Policy reference **36630**.

The **Insured Person** will be asked for full details of the road accident. If the **Insured Person's** claim is covered the **Insurer** will appoint the **Legal Representative** on the **Insured Person's** behalf. The **Insured Person** must not appoint a solicitor independently.

If the **Insured Person** has already seen a solicitor before the **Insurer** has accepted your claim in writing, the **Insurer** will not pay any fees or other expenses that the **Insured Person** has incurred. If the **Insured Person's** claim is covered, the **Insurer** will appoint the **Legal Representative** that the parties have agreed to in the **Insured Person's** name and on the **Insured Person's** behalf and will only start to cover the **costs** from the time the **Insurer** has accepted the claim and appointed the **Legal Representative**.

**7 HOW TO MAKE A COMPLAINT**

If your complaint is to do with Endorsement AIGCASAUTO68/17/05/11 - Legal Expenses, please contact our Customer Satisfaction Manager at:

Lawclub Legal Protection  
Redwood House  
Brotherswood Court  
Great Park Road  
Bradley Stoke  
Bristol BS32 4QW  
United Kingdom.

Phone: 0845 0700 886  
Email: [legalprotection@allianz.co.uk](mailto:legalprotection@allianz.co.uk)



Our aim is to get it right, first time, every time. If we make a mistake, we will try to put it right promptly.

We will always confirm to you the receipt of your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot, we will let you know when an answer may be expected.

If we have not sorted out the situation within eight weeks, we will provide you with information about the Financial Ombudsman Service.

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

## 8 FINANCIAL SERVICES COMPENSATION SCHEME

If the **Insurer** is unable to meet its liabilities the **Insured Person** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

## 9 DATA PROTECTION

Allianz Insurance plc is part of the Allianz global group of companies ("**we**", "**us**", "**our**"). Personal data (including sensitive personal data about health or medical condition) may be used by **us** for a variety of purposes as set out in this policy document.

By providing personal information (including any sensitive health and medical information) to **us**, you consent to its use as described in this policy document. By giving **us** information about another individual, you confirm that you have that individual's permission to provide it to **us** for use as described in this policy document.

How we will use your data

**We** will use your data for a variety of purposes including:

- insurance administration, including claims processing and payment;
- making decisions on whether to provide insurance cover;
- prevention and investigation of crime, including fraud and money laundering; and
- Compliance with legal and regulatory requirements.

Calls to **us** may be monitored or recorded for **our** mutual security, for consistent quality of service and for staff training.

**We** may transfer personal data outside of the European Economic Area for the above purposes, to other countries and territories which may not offer the same level of data protection as the UK. If **we** do so, **we** will ensure an adequate level of protection for your information.



Who do we share data with?

Personal data may be shared with Allianz group companies in the UK and **our** service providers and agents for the purposes set out in this policy document. **We** may also share your personal data with brokers, other insurance organisations, professional advisers and mediation companies. Personal data will also be shared with other third parties if required by law.

To check information provided, and to detect and prevent fraudulent claims, information (including details of injuries) may be put on registers of claims and shared with other insurers. **We** are also required to register all third party claims for compensation relating to bodily injury to the UK Department for Work and Pensions. **We** may search these registers when dealing with this notification and to detect and prevent fraud.

If **our** business (or any part of it) is sold or transferred at any time, the information **we** hold may form part of the assets transferred although will still only be used in accordance with this notice. **We** may also disclose information which **we** hold about you to a potential seller or buyer of any of **our** companies or parts of **our** business on a strictly confidential basis.

Access to your personal information

Individuals have the right to request a copy of the personal data that is held about them, and to ask for any inaccuracies to be corrected (for a small charge). Please contact **our** Customer Satisfaction Manager at Allianz Legal Protection, Redwood House, Brotherswood Court, Great Park Road, Bradley Stoke, Bristol BS32 4QW or e-mail: [legalprotection@allianz.co.uk](mailto:legalprotection@allianz.co.uk).

Subject otherwise to the terms General Exclusions and Conditions of the Policy.

**Signed for and on behalf of the Insurer**

A circular stamp with the text "AIG Europe" at the top and "Limited" at the bottom. In the center is a square logo with the letters "AIG". A handwritten signature in blue ink is written across the bottom of the stamp.

Date:

---

**AIG Europe Limited**

AIG Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FRN 202628). This information can be checked by visiting the FS Register ([www.fsa.gov.uk/register/home.do](http://www.fsa.gov.uk/register/home.do)). AIG Europe Limited is registered in England: company number 1486260. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB.