



MOTOR FLEET INSURANCE POLICY

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Introduction

Thank **you** for purchasing **your** motor fleet insurance from QBE Insurance (Europe) Limited. With **us** as **your** insurance partner **you** can be sure that **you** have purchased **your policy** from an insurer that puts the fair treatment of customers at the centre of how **we** conduct **our** business. **Our** people are dedicated to providing **you** with excellent service and technical expertise.

This **policy** is made up of several parts:

- this document setting out **your** insurance together with conditions and exclusions;
- the **schedule** which details **your** insurance and limits of cover that apply, the particular **sections you** have purchased and any endorsements that may apply;
- the **certificate of motor insurance** that provides evidence of insurance as required by law.

Your policy is a legal contract. Please read all parts carefully and if **you** require clarification of the terms, conditions and exclusions, please contact **your** broker. If **your policy** is incorrect please return it to **your** broker for alteration.

All headings within the **policy** are included in bold.

Other than in the headings, words in bold carry specific meanings which are set out in the Definitions.

Words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed to include any individual, company, partnership or other legal entity.

Any reference to legislation or regulations in this **policy** extends to apply to any re-enactment or replacement of such legislation or regulations and to any other legislation of similar intent (including subsequent legislation) if applicable.

Should **you** need to make a claim **you** should contact **us** on 0808 100 8181. Details of what **you** need to do are set out in the General Conditions **section** of this **policy**.

If **you** want to make a claim under **Section L – Legal expenses**, **you** should telephone 0800 678 3030 and quote master policy number: 36520.

Premium payment

We will insure **you** in accordance with and subject to the terms of this **policy**, in consideration of the payment to **us** of the premium set out in the **schedule** for the **period of insurance**.

If **you** do not pay any premium or premium instalment plus any applicable taxes/levies to **your** broker or **us** **we** may give **you** notice that **we** will cancel the **policy** seven (7) days after the notice is posted to **your** address shown in the **schedule**.

Applicable law

Unless agreed otherwise, the law applying to this **policy** is the law of that part of the United Kingdom where **your** correspondence address is located on the date the **period of insurance** commences.

Any legal proceedings between **you** and **us** in connection with this **policy** will take place in the courts of that part of the United Kingdom where **your** correspondence address is located on the date the **period of insurance** commences and are subject to the exclusive jurisdiction of that court.

Signed on behalf of QBE Insurance (Europe) Limited



Richard Pryce
Chief Executive Officer

Definitions

The following definitions apply to this **policy**:

Accessory

Spare parts, audio equipment, fitted telephone equipment, multi-media equipment, communication equipment and satellite navigation equipment, providing they are permanently fitted to **your vehicle** and except for fitted telephone equipment, fitted from first registration.

Certificate of motor insurance

The certificate required by law to evidence the existence of the minimum compulsory insurance which describes who may drive the **vehicle** and the purpose for which it may be used.

Excess

The first part of each and every claim for which **you** are responsible. If more than one **vehicle** is involved in the same incident, the excess shown in the **schedule** shall apply to each **vehicle** separately.

Finance company

The company **you** entered into a finance agreement with for the payment of the whole premium or part premium to **us**.

Hazardous Goods

Any goods of any nature and/or quantity that require carriage in accordance with:

- a) the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009;
- b) the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations (Northern Ireland) 2010;
- c) the 'Approved List of Dangerous Substances' as published by the Health and Safety Executive.

Licence

A legal permit to drive a **vehicle** as required by the laws of any territory to which this **policy** applies and appropriate to the category of the **vehicle** being driven. Licence includes any related Certificate of Professional Competency (CPC) or other concurrent permit of any description necessary to use and drive the **vehicle**.

Market value

The cost of replacing **your vehicle** with one of a similar age condition and history as determined by reference to vehicle value websites and publications.

Period of insurance

The period shown as such in the **schedule**.

Policy

The contract of insurance formed of the documents described in the Introduction.

Private car

A **vehicle** (including its **accessories**) which is a passenger carrying vehicle not exceeding eight (8)

seats (excluding the driver) mentioned by description, category or registration mark in the **schedule**.

Section

A section of this **policy** that forms part of the insurance contract but only if stated as 'insured' in the **schedule**.

Schedule

The document titled schedule that includes **your** name and address, the premium and other variables to this **policy** (including endorsement clauses) and is incorporated in this **policy** and accepted by **you**. **Your** schedule may be re-issued from time to time where each successor schedule overrides the earlier document.

Territorial limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, including sea transit between ports in these areas including the processes of loading and unloading; the territories detailed in **Section C – European cover**.

Terrorism

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public, or any section of the public, in fear.

Trailer

Any articulated, semi-trailer or draw-bar trailer.

Vehicle(s)

Any motor vehicle (including its **accessories**), mentioned by description, category or registration mark in the **schedule** and unless otherwise agreed, registered in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We/us/our/ourselves

QBE Insurance (Europe) Limited whose head office and registered address is: Plantation Place, 30 Fenchurch Street, London, EC3M 3BD, telephone: 020 7105 4000 fax: 020 7105 4019. Registered in England No. 1761561. Home State - United Kingdom. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registration number 202842.

Lawclub Legal Protection, who handle claims under **Section L – Legal expenses**, and whose address is 2530 The Quadrant, Aztec West, Almondsbury, Bristol BS32 5AW.

You/your/insured

The person(s) or company named in the **schedule**.

Covered sections

The current **schedule** or the current vehicle schedule set out the sections of this **policy** that apply to **your** insurance.

Cover given	Sections applicable
Comprehensive	All sections including Section L – Legal expenses where shown in the operative endorsements in the policy schedule
Accidental damage, fire and theft only	Section B – Damage to your vehicle Section D – Trailer cover limited to loss or damage only
Third party fire and theft	Section A – Your legal liability to others Section B – Damage to your vehicle limited to fire, lightning, explosion and theft or attempted theft only Section C – European cover Section D – Trailer cover Section E – Unauthorised movement Section F – Unauthorised use Section G – Unlicensed drivers where a licence is not required by law
Third party only	Section A – Your legal liability to others Section C – European cover Section D – Trailer cover Section E – Unauthorised movement Section F – Unauthorised use Section G – Unlicensed drivers where a licence is not required by law
Fire and theft only	Section B – Damage to your vehicle limited to fire, lightning, explosion and theft or attempted theft only
Legal expenses	Section L – Legal expenses

Your insurance is subject to the details and endorsements shown in the **schedule**.

Section A – Your legal liability to others

We will indemnify **you** in accordance with the terms of this **section** against legal liability to pay damages, including claimant costs recoverable from **you**, arising out of the use of **your vehicle**, or in direct connection with the loading or unloading of **your vehicle**:

- a) while **your vehicle** is being used with **your** consent for any purpose permitted by **your certificate of motor insurance**; and
- b) with **our** prior written consent while **your vehicle** is being driven or used for the carriage of **hazardous goods**; and
- c) occurring within the **territorial limits**;

which result in:

- (i) the death or bodily injury to any person;
- (ii) damage to any property subject to the following limits applying in respect of any one accident or series of accidents arising out of one originating cause:
 - i. five million pounds (£5,000,000) in respect of any **vehicle** not being a **private car**;
 - ii. twenty million pounds (£20,000,000) in respect of a **private car**; or
 - iii. one million two hundred thousand pounds (£1,200,000) in respect of any **vehicle** for the carriage of **hazardous goods**.

Where more than one limit is operative, the lower limit will apply.

Cover for others

We will also indemnify:

- a) any person **you** allow to drive a **vehicle** provided this has been permitted by **you** and is in accordance with **your certificate of motor insurance** and the provisions specified in the **schedule**;
- b) at **your** request any passenger or person (other than the person driving) whilst travelling in or getting into or out of the **vehicle**;
- c) at **your** request the owner of the **vehicle**, where such **vehicle** is loaned, leased or hired to **you** (other than under a hire purchase agreement);
- d) any executor, administrator or legal representative of **your** estate following **your** death, for any liability incurred by any person entitled to indemnity as a result of an accident involving a **vehicle**;
- e) any principal for any legal liability incurred by **you** when using the **vehicle** for contract work on behalf of the principal so long as **you** have arranged with the principal for the conduct and control of all claims for which **we** may be liable to be vested in **us**.

Exclusions to Section A

Except where necessary to meet the requirements of any compulsory motor legislation operating within the **territorial limits** of the **policy**, in addition to the General exclusions **we** will not indemnify **you** for:

- a) fines, penalties, punitive or exemplary damages awarded intended to punish **your** wrongdoing;
- b) the death of or bodily injury to any person arising out of and in the course of that person's employment by any person entitled to indemnity under this **section**;
- c) the death of or bodily injury to any person driving the **vehicle** or in charge of it for the purpose of driving it;
- d) death, bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the:
 - (i) bringing of the load to the **vehicle** for loading on board;
 - (ii) taking away of the load from the **vehicle** after unloading;
- e) death, bodily injury or damage to property, arising directly or indirectly by the wrongful collection or delivery of a load, or where the load does not conform to the specification of the customer;
- f) loss of or damage to any premises (including its fixtures and fittings) or other property **you** or any other person claiming indemnity occupy or own or are responsible for;
- g) loss of or damage to property belonging to or held in trust by you or in your custody or control or property being conveyed by **your vehicle**;
- h) damage to a **trailer** or disabled mechanically propelled vehicle being towed or for any load carried in or on it;
- i) death, bodily injury or damage to property, arising directly or indirectly out of the operation of any **vehicle** or **trailer** as a tool of trade except where used for self-loading and/or self-unloading operations provided that:
 - (i) the **vehicle** is operating solely for the provision of power of the self-loading machinery, is immobilised and has all safety features properly engaged and there is no other policy in force that covers the same liability; or
 - (ii) the **trailer** is immobilised and has all safety features properly engaged;

continued over

Contingent liability cover

We will indemnify **you** for **your** liability arising from the driving of a vehicle not owned or provided by **you** which is being used in connection with **your** business by **your** employees.

Defence costs

We will at **our** option indemnify **you** for reasonable:

- a) legal fees and costs incurred in dealing with or defending any action at law by which damages in respect of death, bodily injury or damage are claimed against any person insured under this **policy**;
- b) solicitors' fees for representation at any Coroner's inquest or fatal inquiry in respect of such accident or for defending in any criminal proceedings relating to such accident;
- c) legal expenses in respect of any proceedings taken against a person insured under this insurance for manslaughter, or reckless or dangerous driving causing death, or careless or inconsiderate driving causing death, in respect of their driving at the time of the accident;
- d) legal expenses in respect of defending any charge brought under the Corporate Manslaughter and Corporate Homicide Act 2007;

We reserve the right at any time to relieve **ourselves** of any further liability under this clause on payment to **you** of the expenses incurred to that date.

Emergency medical treatment costs

We will pay for emergency medical treatment as required by any acts, laws or regulations which govern the driving or use of any motor vehicle in the United Kingdom arising out an accident involving a **vehicle**.

- j) any loss, damage or liability for death of or bodily injury to any person or damage to property directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place;
- k) death, bodily injury or damage to property where **your vehicle** is towing more **trailers** than permitted by law.

Section B – Damage to your vehicle

We will indemnify **you** for loss of or damage to **your vehicle** up to the **market value** of the **vehicle** at the time of loss or damage by:

- a) accident;
- b) malicious damage, other than such damage caused by **your** employees;
- c) fire, lightning, explosion;
- d) theft or attempted theft.

The maximum amount **we** will pay is two million pounds (£2,000,000) in connection with any one occurrence or series of occurrences arising out of any one event.

In respect of a damaged **vehicle**, at **our** option **we** will:

- a) pay to repair **your vehicle**; or
- b) replace **your vehicle** with one of a similar type, age and condition; or
- c) pay **you** the pre-accident value of **your vehicle**.

We will not pay more than:

- a) the lesser of the **market value** of **your** damaged **vehicle** or the price **you** paid for **your** damaged **vehicle**;
- b) the manufacturer's list price for any replacement component part or **accessories**.

New for old

We will replace **your vehicle** with a new one of the same make, model and specification provided that **your vehicle** is either a **private car** or a commercial vehicle with a gross vehicle weight of 3.5 tonnes or less and within one year of registration and has been owned by **you** or bought under a hire purchase agreement or was leased or hired by **you** from new and has been:

- a) stolen and not recovered within twenty eight (28) days; or
- b) damaged to the extent that the cost of repair exceeds sixty percent (60%) of the manufacturer's list price at the time of purchase.

If a replacement vehicle is not available then the most **we** will pay is the **market value** of the **vehicle** at the time and date of the loss or damage.

Recovery and redelivery

If **your vehicle** is disabled as a result of loss or damage insured by this **section we** will indemnify **you** for the reasonable costs of protection and removal of **your vehicle** to the nearest suitable repairers and the reasonable cost of delivery to **you** in the United Kingdom after repair.

Exclusions to Section B

In addition to the General exclusions **we** will not indemnify **you** for:

- a) any increased **excess** as set out in the table below, if the **vehicle** is being driven by or in charge of a young or inexperienced person:

Driver/Person in charge	Amount of excess
Under twenty one (21) years of age	Three hundred pounds (£300)
Twenty one (21) years of age or over, but under twenty five (25) years of age	Two hundred pounds (£200)
Over twenty five (25) years of age when that person has not held a full driving licence to drive a vehicle of the same class for twelve (12) months or holds a provisional driving licence	Two hundred pounds (£200)

These amounts are in addition to any other **excess** which may apply as otherwise specified in the **schedule**.

- b) any loss while **your vehicle** is being driven or used for the carriage of **hazardous goods** except where **you** have obtained **our** prior written consent;
- c) damage to tyres due to application of brakes, side slips, cuts, bursts or punctures or otherwise resulting from any cause other than an accident involving **your vehicle**;
- d) any loss by fraud or false representation;
- e) any reduction in value of **your vehicle** following repair;
- f) any loss of use or other form of indirect loss not covered by this **section**;
- g) electrical, electronic or mechanical breakdown or failure caused by either driver error, driver negligence or driver incompetence or by a gradually operating cause;

continued over

Conditions applicable to Section B

- a) **We** may at **our** option fit replacement parts which have not been made by the **vehicle's** manufacturer but which are of a similar standard;
- b) If **your vehicle** is damaged beyond economical repair, where **we** request so, **you** must provide **us** with:
 - (i) the current Vehicle Registration document (V5);
 - (ii) the current MOT certificate, where applicable; and
 - (iii) all keys to the **vehicle**; and
 - (iv) the **vehicle** purchase receipt; and
 - (v) any other items **we** may reasonably require;
- c) If **your vehicle** is damaged beyond economical repair the **vehicle** will become **our** property for disposal in accordance with the Code of Practice for the Disposal of Motor Vehicle Salvage.

- h) wear and tear or depreciation or that part of repair that improves **your vehicle** beyond its condition immediately before the loss or damage;
- i) any additional damage resulting from the **vehicle** being moved by **you** after an accident or fire or theft;
- j) any damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- k) any amount in excess of the price shown in the manufacturer's last list price at the date of the loss or damage where that part or accessory is unobtainable or obsolete in pattern;
- l) theft or attempted theft where:
 - (i) all locks have not been engaged; or
 - (ii) any windows have been left open; or
 - (iii) the immobiliser is either not working or not been activated; or
 - (iv) the keys have been left in or on the **vehicle**;
- m) loss of fuel.

Section C – European cover

Automatic minimum cover

Your policy provides the minimum insurance necessary to comply with the laws on compulsory insurance of motor vehicles in any country in which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the EU directive in relation to civil liabilities arising from the use of motor vehicles.

Where the minimum insurance in a country where the accident occurred is less than that provided under United Kingdom law, then **we** will provide indemnity up to the requirements of United Kingdom law.

Extended cover

If the **vehicle** is a **private car** or a commercial vehicle with a gross vehicle weight of 7.5 tonnes or less **we** will indemnify **you** for the cover set out in the **schedule** whilst in or travelling between:

- a) the **territorial limits**; and
- b) any member country of the European Union; and
- c) Iceland, Norway and Switzerland.

Your certificate of motor insurance should be sufficient evidence of insurance in the above countries, however **we** will issue an International Motor Insurance Card (Green Card) free of charge if **you** request this.

Green Card

If **your vehicle** is travelling in Europe or other countries listed on the Green Card but outside the countries listed in the Extended Cover clause of this **section**, **we** will extend **your** insurance, on **your** request, to include the territories listed in the Green Card subject to acceptance of any additional premium and terms.

We will also indemnify **you** for sea or rail transit between ports in the countries specified in the Extended cover clause of this **section** including loading and unloading, provided that such transit is:

- a) by any recognised sea passage;
- b) of a duration no longer than sixty five (65) hours; and
- c) concluded before expiry of the period of the Green Card.

Other costs

We will indemnify **you** against any general average contribution, salvage, sue and labour charges incurred provided that:

- a) the **vehicle** is insured for loss or damage under **Section B – Damage to your vehicle**, and
- b) the contribution relates to the value of the **vehicle**.

Customs duty

If **your vehicle** suffers any loss or damage covered by this **policy** **we** will indemnify **you** for any enforced customs and excise duty resulting from the temporary importing of **your vehicle** into any of the countries where **you** have insurance.

Section D – Trailer cover

Cover

We will indemnify **you** in respect of:

- a) **trailers** not specified in the **schedule** for: liability as covered by **Section A – Your legal liability to others** in respect of an accident involving a **trailer** owned by **you** or in **your** custody or control when attached to or detached from **your vehicle** and out of use but remaining on or about **your** premises, or where advised to **us**, on **your** customers' premises or whilst temporarily detached from **your vehicle** during the course of a journey;
- b) **trailers** specified in the **schedule** for: all **section(s)** of the **policy** which are applicable to the motive unit whilst the **trailer** is attached to or detached from **your vehicle** and out of use but remaining on or about **your** premises, or where advised to **us**, on **your** customers' premises or whilst temporarily detached from **your vehicle** during the course of a journey.

Exclusions to Section D

Except where necessary to meet the requirements of any compulsory motor legislation operating within the **territorial limits** of the **policy**, in addition to the General exclusions **we** will not indemnify **you** for:

- a) loss or damage to property being conveyed on the **trailer**;
- b) the amount of any **excess** shown in the **schedule**;
- c) any loss or damage in respect of any exclusions stated in **Section A – Your legal liability to others** and **Section B – Damage to your vehicle**.

Section E – Unauthorised movement of third party vehicles

Cover

We will indemnify **you** for **your** liability under **Section A – Your legal liability to others** arising from an accident whilst moving a vehicle that does not belong to **you** which is obstructing the legitimate passage or the loading or unloading of **your vehicle**.

Exclusions to Section E

In addition to the General exclusions **we** will not indemnify **you** for movement of **vehicles** other than by **you** or **your** employees.

Section F – Unauthorised use of your vehicle

Cover

We will indemnify **you** for **your** liability under **Section A – Your legal liability to others** arising from the unauthorised use of **your vehicle** by **your** employees.

Exclusions to Section F

In addition to the General exclusions **we** will not indemnify **you** for any liability incurred where **you** have failed to take all reasonable precautions to ensure **your** employees are made aware of and comply with restrictions applicable to the use of **your vehicles**.

Section G – Unlicensed drivers where a licence is not required by law

Cover

We will indemnify **you** under all **section(s)** of this **policy** for any liability loss or damage arising out of **your vehicle** being driven by (or being in the charge of for the purpose of being driven by) an unlicensed driver when a **licence** is not required by law.

Exclusions to Section G

In addition to the General exclusions **we** will not indemnify **you** for any liability loss or damage while the person driving is not:

- a) driving on **your** order or with **your** permission; and
- b) of an age to hold a **licence** applicable to the type of vehicle being driven.

Section H – Loss of keys

Cover

In the event that the keys or lock transmitter of **your vehicle** are lost or stolen and provided that the loss has been reported to the police **we** will pay **you** up to one thousand pounds (£1,000) after the deduction of any **excess** towards the cost of replacing the door locks, boot lock, the ignition or steering lock, the lock transmitter and central locking interface and recoding any alarm system.

Section I – Medical expenses

Cover

We will pay for medical expenses up to the amount specified in the **schedule** incurred by **you**, the driver, or any passenger travelling in **your vehicle** injured as a result of an accident involving **your vehicle**.

Section J – Personal effects

Cover

At **your** request **we** will pay up to the amount as specified in the **schedule** for loss of or damage to the personal effects of the driver and any occupant being carried in or on any **vehicle**, not exceeding sixteen (16) seats (excluding the driver) provided that the loss occurs as part of an incident for which **we** provide indemnity under this **policy**.

At **your** request, **we** will make payment directly to the owner of the lost or damaged property.

Exclusions to Section J

In addition to the General exclusions **we** will not indemnify **you** for:

- a) money, credit or debit cards, tickets, jewellery, audio and video equipment and media, documents and securities, mobile phones, computers and tablets;
- b) any loss where the **vehicle** is not locked and left unattended;
- c) trade goods samples or tools;
- d) the first fifty pounds (£50) of any loss or damage.

Section K – Personal accident

Cover

At **your** request **we** will pay up to a limit of:

- a) five thousand pounds (£5,000) in respect of any one incident;
- b) five thousand pounds (£5,000) in respect of any one **period of insurance**;

if the driver of **your vehicle** is accidentally injured in direct connection with an accident whilst travelling in, or getting onto or out of **your vehicle** provided that:

- a) within thirteen (13) weeks of the accident the injury causes the death, loss, including irrecoverable loss of use of any limb or irrecoverable loss of all sight in one or both eyes; and
- b) the driver is over twenty one (21) years of age and under seventy (70) years of age on the date of the accident.

We will make payment directly to the driver or their legal representative.

Exclusions to Section K

In addition to the General exclusions **we** will not indemnify **you** for:

- a) any injury or death where self-harm or suicide (or any attempt of self-harm or suicide) or alcohol or drug use forms a contributing factor;
- b) further loss of or injury to any limb or eye which was defective prior to any accident.

Section L – Legal expenses

Cover under **Section L – Legal Expenses** only applies where shown in the operative endorsements in the **policy**.

All claims under this **section** are managed by **Lawclub** on **our** behalf. If **you** want to make a claim under this **section** **you** should telephone 08006783030 and quote master policy number 36520. **Lawclub** also provide the Lawphone Legal Helpline.

Important information about reasonable prospects of success

At all times during **your** legal action **reasonable prospects of success** must exist for **us** to begin, and continue, providing cover under this **section**.

In order for **us** to decide whether **reasonable prospects of success** exist **we** will seek the opinion of the **legal representative**. If **we** and the **legal representative** do not agree on whether **reasonable prospects of success** exist, **we** will also seek the opinion of any other legally qualified advisor or other expert appropriate to **your** claim that **we** feel it is necessary to consult.

If **we** believe that **reasonable prospects of success** do not exist **we** will end **your** claim.

If **we** end **your** claim due to **reasonable prospects of success** no longer existing because **you** have not complied with the Conditions applicable to this **section**, **we** will not pay any **costs** incurred during **your** claim.

If **we** end **your** claim due to **reasonable prospects of success** no longer existing because of any other reason, **we** will pay **costs** incurred up to the date that **we** end **your** claim.

Definitions applying to this section

Civil case

A legal action which does not involve the defence of any criminal prosecution against **you**.

Costs

Where **we** have given **our** written agreement, **we** will pay the following on **your** behalf.

- a) the professional fees and expenses reasonably and properly charged by the **legal representative** on the **standard basis**, up to the Guideline Hourly Rates set by the Senior Court Costs Office, which **you** cannot recover from **your** opponent;
- b) **your** opponent's legal costs and expenses incurred in a **civil case** which **you** are ordered to pay by a court or which **you** pay to **your** opponent with **our** written agreement.

We will only pay **costs** which are necessary and in proportion to the value of **your** claim. If **we** do not agree that the **costs** have been reasonably and properly incurred, or are necessary and in proportion to the value of **your** claim, **we** will have those **costs** assessed.

We will only start to cover **costs** from the time **we** have accepted **your** claim in writing and appointed the **legal representative**.

Damages

Money that a court says **your** opponent must pay to **you** or money **your** opponent agrees to pay to **you** to settle **your** legal action.

Legal representative

The solicitor or other person appointed with **our** agreement to represent **you** under the terms of this **section**.

Reasonable prospects of success

There are reasonable prospects of success if, at all times during **your civil case** against **your** opponent, it is more likely than not that

- a) a court would:
 - (i) decide the legal action under 'uninsured loss recovery' in **your** favour (this includes making a successful appeal or successfully defending an appeal following a decision made in respect of **your** claim by a court); or
 - (ii) award **you** a more favourable settlement than has already been offered by **your** opponent; and
- b) if **you** are seeking **damages** from **your** opponent, **you** will recover them.

We explained how **we** will decide if **your** legal action has **reasonable prospects of success** under 'Important information about reasonable prospects of success' above.

Standard basis

The normal method used by the court to assess **costs** which the court decides are proportionate to **your** legal action and have been reasonably incurred by the **legal representative** and **your** opponent.

What you are covered for

Uninsured loss recovery

We will pay the **costs we** have agreed of **you** taking legal action against **your** opponent for **damages** arising from an accident involving **your vehicle** that:

- a) **we** and the **legal representative** agree:
 - (i) is not **your** fault; and
 - (ii) was caused by **your** opponent; and
- b) causes:
 - (i) **your** death or bodily injury whilst **you** are in, on or getting into or out of **your vehicle**; or
 - (ii) damage to **your vehicle**; or
 - (iii) damage to property which **you** own or are legally responsible for and which is in or on the **vehicle**.

The cover provided by this **section** also includes the **costs** of making or defending an appeal following a decision by a court in respect of **your** legal action.

We will provide this cover as long as:

- a) the accident happened within the **territorial limits** and during the **period of insurance**; and
- b) the legal action will be decided by a court within the **territorial limits**; and
- c) **we** have given **our** written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
- d) reasonable prospects of success exist.

The most **we** will pay for all claims arising out of the same accident involving **your vehicle** is one hundred thousand pounds (£100,000).

Motor prosecution defence

We will pay the **costs** of **you** defending criminal proceedings being brought against **you** arising from **your** ownership or use of **your vehicle**. **We** will also pay the **costs** of making an appeal against **your** conviction or sentence by a court.

We will provide this cover as long as:

- a) the event giving rise to the criminal proceedings happened within the **territorial limits** and during the **period of insurance**; and
- b) the criminal proceedings will be decided by a court within the **territorial limits**; and
- c) **we** have given **our** written agreement to **you** making an appeal against **your** conviction or sentence by a court.

The most **we** will pay for all claims arising from the same criminal proceedings involving **your vehicle** is one hundred thousand pounds (£100,000).

Exclusions to Section L

In addition to the General exclusions **we** will not indemnify **you** for:

- a) any claim arising out of a contract **you** have with another person or organisation;
- b) a claim for an event which is not covered under this **policy**;
- c) any claim which **you** report to **us** more than six months after the:
 - (i) date **you** first knew, or should have known, that criminal proceedings were to be brought against **you**; or
 - (ii) accident involving **your vehicle**;
- d) any **costs**:
 - (i) incurred before **we** have accepted **your** claim in writing and appointed the **legal representative**;
 - (ii) **you** have paid directly to the **legal representative** or any other person without **our** permission;
 - (iii) relating to an appeal following a decision by a court in respect of **your** legal action against **your** opponent unless **we** and the **legal representative** agree that **reasonable prospects of success** exist;
 - (iv) that the court orders **you** to pay to **your** opponent at the end of a **civil case** on anything other than the **standard basis**. This will normally be because of **your** improper or unreasonable conduct during the legal action;
- e) any money **you** have to pay under a contract **you** have with the **legal representative** where the amount of that money is determined by the amount of:
 - (i) legal costs and expenses incurred by the **legal representative** in respect of **your** claim; or
 - (ii) **damages you** receive from **your** opponent.

These types of contracts are normally referred to as either conditional fee agreements or damages based agreements.

continued over

Lawphone Legal Helpline

You have access to Lawphone Legal Helpline 24 hours a day, 365 days a year, for advice on any legal matter relating to **your** business. The advice **you** receive from Lawphone will always be according to the laws of Great Britain and Northern Ireland.

Call Lawphone on 0370 241 4140 and when doing so:

- a) **you** should confirm that **you** are a QBE Motor Fleet policyholder;
- b) **you** will then be asked for a brief summary of the problem;
- c) this will be passed to an adviser who will return **your** call.

Conditions

- a) **Your** agreements with others:
We will not be bound to any agreement between **you** and the **legal representative** or **you** and any other person or organisation.
- b) Freedom to choose the **legal representative**
At any time before **we** and the **legal representative** agree that legal proceedings need to be issued or defended in a court, **we** will choose the **legal representative**.

You have the right to choose the **legal representative** if **we** and the **legal representative** agree that negotiations with **your** opponent have failed to settle the dispute and it becomes necessary for legal proceedings to be issued or defended in a court.

You can also choose the **legal representative** if a conflict of interest arises which means that **our** chosen **legal representative** cannot act for **you** because of their professional rules of conduct. **You** must send the name and address of **your** chosen **legal representative** to **us**. If **we** agree to appoint **your** chosen **legal representative**, they will be appointed on the same terms as **we** would have appointed **our** chosen **legal representative**, other than in respect of any agreement **we** and **your** chosen **legal representative** reach over the **costs** that **we** will pay.

When choosing the **legal representative**, **you** must remember **your** duty to keep the **costs** of any legal proceedings as low as possible.

If there is a dispute about **our** choice of **legal representative** that **you** and **us** cannot resolve, the matter will be settled using the procedure in the Dispute Resolution clause.

- f) any disputes between **you** and **us** or **you** and **your legal representative**;
- g) any dispute arising from:
 - (i) an application for a review of the way that a decision has been made by a government authority, local authority or other public body (this is normally referred to as a judicial review); or
 - (ii) any other challenge to any existing or proposed legislation;
- h) any claim that has arisen from **your** deliberate or reckless action;
- i) any actual or potential prosecution, dispute or accident that **you** were aware of, or should have been aware of, before the cover under this **policy** started;
- j) any Value Added Tax that is payable on the **costs** incurred which **you** can recover from elsewhere;
- k) parking offences for which **you** do not receive points on **your licence**;
- l) driving while under the influence of drink or drugs;
- m) any fines or other penalties awarded against **you** by a court or tribunal;
- n) any claim where **you** do not have a valid i) MOT certificate or taxation for the **vehicle** where required by law; or ii) driving **licence**;
- o) any criminal proceedings against **you** that would be covered under this **policy** for the **vehicle**;
- p) any award of costs made against **you** by a court following criminal proceedings;

Legal Expenses Claim procedure

You must:

- a) not appoint a **legal representative** if **you** require **your** claim to be covered by this **section**;
- b) at all times throughout **your** legal action give the **legal representative** and Lawclub a complete, accurate and truthful account of all the circumstances that are relevant to **your** legal action of which **you** are aware, or should have been aware. This will include details of any agreement between **you** and any other person or organisation. **You** and anyone acting on **your** behalf must not knowingly give any false, fraudulent, exaggerated or incorrect statement or document to **your legal representative** or to Lawclub;
- c) follow the advice of, and cooperate fully with, the **legal representative** and **us** at all times during **your** legal action. This will include attending all court hearings or other appointments that the **legal representative** asks **you** to attend;
- d) not withdraw **your** claim from the **legal representative** without the written agreement of the **legal representative** and **us**;
- e) get **our** written agreement before making or defending an appeal against the decision of a court in respect of **your** legal action;
- f) instruct the **legal representative** to take all reasonable steps to recover costs from **your** opponent and pay them to **us**. If **you** do not do this, **we** will have the right to reduce the amount that **we** pay under this **policy** to the amount that **your** costs would have been if **you** had instructed the **legal representative** to take all such reasonable steps.

The legal representative must:

- a) get **our** written permission before instructing a barrister or other legally qualified advisor or expert;
- b) tell **us** at the first opportunity once they become aware of any information or development relating to **your** legal action which will more likely than not mean that:
 - (i) **reasonable prospects of success** no longer exist; or
 - (ii) the losses or **damages** that **you** can recover from **your** opponent will be reduced from the amount that was originally expected by the **legal representative**;
- c) tell **us** at the first opportunity once they become aware that **you** want to make an offer, or **your** opponent has made an offer, to settle **your** legal action;
- d) report the result of **your** legal action to **us** at the first opportunity after it is finished;
- e) take all reasonable steps to recover **costs** from **your** opponent and pay them to **us**.

We will have the right to:

- a) appoint the **legal representative** in **your** name and on **your** behalf;
- b) take over and conduct, in **your** name, any claim or proceedings;
- c) contact the **legal representative** at any time and have access to all statements, opinions, reports or any other documents relating to **your** legal action;
- d) appoint a barrister or other legally qualified advisor or expert appropriate to **your** legal action and ask for his or her opinion on the value of **your** legal action and whether **reasonable prospects of success** exist;
- e) end **your** claim if, at any time during **your** legal action **reasonable prospects of success** no longer exist. If, after **we** end **your** claim, **you** continue the legal action and get a better settlement than they expected, **we** will pay **your costs** which **you** cannot get back from anywhere else;
- f) have any legal bill assessed if **we** and the **legal representative** or the representative acting for and on behalf of **your** opponent cannot agree on the level of **costs**. If **we** do this the assessment will be carried out by a court, independent expert in the assessment of **costs** or another competent party. **We** will not pay any more than the **costs** that are determined reasonable by the assessment;
- g) settle **your** claim by paying the amount in dispute. If we do this **we** will not pay any **costs** incurred after the date that **we** tell **you**, and any **legal representative**, that **we** have decided to settle **your** claim. (This will not apply where legal proceedings have begun in a court before the date **we** decide to settle **your** claim. In these circumstances **we** will settle the claim by paying **costs** that are necessary to discontinue those legal proceedings as well as the amount in dispute);
- h) settle the **costs** covered by this **section** at the end of **your** legal action.

General exclusions

Unless expressly stated otherwise, this **policy** excludes the following:

Aircraft and aircraft sites

Any loss, damage or liability caused by, attributable to, or arising from the presence of **your vehicle** in any premises or area to which any aircraft has access, including, but without limitation, an airport or airfield and the service roads within their perimeter and boundary roads.

Contractual liability

Any liability arising from a contract or agreement which would not have arisen in the absence of such a contract or agreement.

Non-contribution

Any contribution towards a claim arising under this **policy** where there is any other insurance covering the same liability, loss, damage or injury.

European jurisdiction

A judgement or order by a court of competent jurisdiction enforcing the judgement of a foreign court which is outside the **territorial limits** of the **policy** or the countries specified under **Section C – European Cover**.

Intentional damage

- a) any intentional damage to any property or the death of or injury to any person caused by or incurred with **your** consent or connivance;
- b) any liability whatsoever arising out of the deliberate use of **your vehicle**:
 - (i) to cause damage to other vehicles or property; and/or
 - (ii) to cause injury to any person and/or to put any person(s) in fear of injury.

Nuclear hazards

Any loss, damage or liability caused by, attributable to, or arising from:

- a) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from combustion of nuclear fuel; or
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

Racing

Any loss, damage or liability occurring while the **vehicle** is being used for pace making, rallying, competitions, speed tests or being driven on any racetrack, circuit or any other prepared course or derestricted toll road including but not limited to the Nurburgring Nordschleife.

Riot or civil commotion

Any loss, damage or liability caused by riot or civil commotion occurring:

- a) outside Iceland, Switzerland, Norway, or a Member Country of the European Union; or
- b) in Northern Ireland.

Terrorism and war

Any loss, damage or liability arising directly or indirectly out of **terrorism**, war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power except so far as is necessary to meet the requirements of the laws relating to the compulsory insurance of motor vehicles in any country to which this **policy** applies.

Unlicensed use

Except as covered under **Section G – Unlicensed drivers where a licence is not required by law** any loss, damage or liability while **your vehicle** is being driven or used by anyone who:

- a) does not hold a **licence** to drive the **vehicle** for the use required or has had the **licence** to drive the **vehicle** revoked; or
- b) has held but is currently disqualified from holding or obtaining such a **licence**; or
- c) does not fully comply with the conditions of their **licence**.

Unsafe load

Any loss, damage or liability whilst:

- a) the load in or on the **vehicle** is not being conveyed safely; or
- b) the **vehicle** is conveying a load in excess of:
 - (i) that for which it was constructed;
 - (ii) the maximum carrying capacity **you** advised **us**;whichever is the lower.

Use

Any loss, damage or liability while **your vehicle** is being:

- a) driven other than in accordance with the provisions of the **certificate of motor insurance**;
- b) used other than in accordance with the provisions of the **certificate of motor insurance** but this exclusion shall not apply in circumstances where insurance is provided under **Section F – Unauthorised use of your vehicle**;
- c) used other than for the purposes specified in the **schedule** except while in the custody of a motor trader for service or repair;
- d) driven by anyone without **your** permission.

General conditions

Reasonable precautions

You must take all reasonable precautions to maintain **your vehicle** and **your trailer** in both a safe and roadworthy condition and protect it from damage or loss.

Your duty of fair presentation

You must make a fair presentation of the risk (as set out in the Insurance Act 2015 or successor or amending legislation) in proposing for, or varying this insurance.

Duty of fair presentation – remedies for breach

Our remedies shall be as follows if **you** or anyone acting on **your** behalf breaches **your** duty of fair presentation:

- 1) in proposing for this insurance:
 - a) if such breach is deliberate or reckless, **we** may treat this **policy** as having been terminated from inception and retain the premium; and
 - b) if such breach is not deliberate or reckless and **we** would not have entered into this **policy**, **we** may by notice to **you** treat this **policy** as having been terminated from inception in which case **we** shall return the premium; and
 - c) in cases of any other breach, if **we** would have entered into this **policy** but:
 - (i) on different terms (other than terms relating to the premium), **we** may require that this **policy** is treated as if it had been entered into on those different terms from the outset; or
 - (ii) would have charged a higher premium, **we** may reduce the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims) in the same proportion that the premium actually charged represents as a percentage of the premium **we** would have charged but for the breach.
- 2) on variation of this **policy**:
 - a) if such breach is deliberate or reckless, **we** may by notice to **you** treat this **policy** as having been terminated from when variation was concluded and retain the premium;
 - b) if such breach is not deliberate or reckless, and **we** would not have entered into the variation, **we** may treat this **policy** as if the variation was never made in which case **we** shall return any additional premium relating to the variation; and
 - c) in cases of any other breach, if **we** would have entered into the variation but:
 - (i) on different terms (other than terms relating to the premium), **we** may require that the variation is treated as if it had been entered into on those different terms; or
 - (ii) would have increased the premium by more than **we** did or at all, **we** may reduce the amount to be paid on a claim arising out of events after the variation in the same proportion that the premium actually charged represents as a percentage of

the premium **we** would have charged but for the breach; or

- (iii) would not have reduced the premium by as much as **we** did or at all, **we** may reduce the amount to be paid on a claim arising out of events after the variation in the same proportion that the premium actually charged represents as a percentage of the premium **we** would have charged but for the breach.

Changes during the policy period

You must tell **us** of any alterations or changes to **your vehicles**, the **driver** details, **your** business, or any of the details that may affect the risks insured which occur during the **period of insurance** if **you** require them to be covered by this **policy**.

Supply of vehicle information

Unless otherwise agreed by **us**, **you** must supply to **us** in writing details of the **vehicle(s)** whose use is covered by **your policy** for entry onto the Motor Insurance Database (MID).

If **you** have been provided with password access to update **your** motor insurance database records **you** will include details of any **vehicle(s)** in **your** control.

Additionally, **you** must tell **us** of all changes of **vehicle(s)**, including any additions or deletions, whether permanent or temporary. Such changes may be subject to an adjustment of premium.

At the end of each successive period as specified by the endorsements in **your policy schedule your** premium will be adjusted accordingly.

Fraudulent claims

If **you** or anyone acting on **your** behalf makes a fraudulent claim under this **policy**, **we**:

- a) are not liable to pay the claim;
- b) may recover any part of the claim already paid from **you**; and
- c) may by notice to **you** treat this **policy** as having been terminated from the time of the first fraudulent act, and shall not be liable in respect of a relevant event occurring after that time and may retain any premium.

These remedies shall not be available against any other entity insured under this **policy** that was not implicated in the fraud.

Accident/claims notification

You must report all accidents involving **your vehicle(s)** as quickly as possible regardless of blame. **You** can report accidents and claims by telephone 24 hours a day, 365 days a year on 0808 100 8181. Alternatively **you** can contact **us** by e-mail using the address shown in the **schedule**.

It is important to report claims to **us** early so that **we** can provide **you** with prompt assistance and be able to control the cost of claims.

You must:

- a) upon receipt, immediately send to **us** every claim form, writ, legal process or other communication in connection with any accident;
- b) inform **us** immediately of any impending prosecution, coroner's inquest or fatal inquiry;
- c) notify the police as soon as possible of any theft, or damage by attempted theft or other criminal acts and provide the police with all assistance necessary;
- d) give **us** all information and assistance **we** require, including access to the **vehicle** involved for inspection by **us** or anyone appointed by **us**;
- e) allow **us**, in **your** name or the name of anyone entitled to indemnity under this **policy** to have full control in the conduct of all matters arising from an accident which causes a claim (including any amount within any **excess** or self-insured retention) and where **we** require, the absolute conduct and control of all negotiations, defence, recoveries and settlements.

You must not:

- a) make any admission of liability or offer or promise of payment without **our** written consent;
- b) effect any repairs to a damaged **vehicle** without **our** prior approval.

Cancellation

You may cancel this **policy** at any time by giving notice to **your** broker in writing. If **you** cancel this **policy**, **you** will be entitled to a return of premium calculated in accordance with the following scale provided that:

- a) the **period of insurance** shown in the **schedule** is for twelve (12) months; and
- b) **you** have not made a claim and **you** are not aware of any incidents during the **period of insurance** that might lead to a claim.

Short period rates

Period on risk not exceeding	Percentage of annual premium returned
1 Month	80%
2 Months	70%
3 Months	60%
4 Months	50%
5 Months	40%
6 Months	30%
7 Months	20%
Over 7 Months	Nil

In addition to **our** rights under the Premium payment clause and the Duty of fair presentation – remedies clause, **we** may cancel this **policy** by giving **you** seven (7) days' notice by recorded delivery to **your** correspondence address shown in the **schedule**. Unless otherwise stated in this **policy**, if **we** cancel this insurance **we** will return a pro-rata share of the premium to **you**.

If any part of the premium was paid with a **finance agreement** and at the time of cancellation there remains an outstanding balance under the agreement, **we** may

deduct from the return premium any outstanding amount due to the **finance company** that **you** would otherwise have to pay them. **We** will then return to **you** the return premium less the amount paid to the **finance company**.

Hire purchase agreement

If a **vehicle** is the subject of a hire purchase or other credit purchase agreement, payment in respect of the total loss of the **vehicle** under this **policy** shall be made to the legal owner whose receipt shall be a full and final discharge of **our** liability in respect of such loss or damage.

Instalment premiums

Where the premium or any part thereof was paid with the benefit of a **finance agreement** and there remains sums outstanding (whether or not the date for payment of the said sums or any part thereof has fallen due) by **you** to the **finance company** **we** may at **our** option deduct all or any part of the sums outstanding between **you** and the **finance company** from any claims settlement due in respect of a loss under this **policy**, provided the sum thereby deducted is paid directly by **us** to the **finance company**.

Where **we** have agreed to the payment of premium(s) by instalments, if any instalment is not received by **us** on or before its due date, then all unpaid instalments and service fees shall become immediately due. Should the full premium and service fee not be paid within seven (7) days of **us** giving written notice of non-payment, this **policy** will be cancelled immediately upon the expiry of such notice.

Following such cancellation, provided that there have been no claims in the current **period of insurance**, **you** will be entitled to a pro-rata return of premium.

We may at **our** own option deduct any outstanding premiums due from any claims settlement due in respect of a loss under this **policy**.

Joint indemnity/cross liability

If this **policy** is issued in the name of more than one party, the insurance provided by this **policy** shall apply as if separate policies had been issued to each of the parties jointly named as the insured but **our** total liability for all claims shall not exceed the limits of Indemnity stated in this **policy**.

Privacy and the Data Protection Act 1998

All personal information (including sensitive personal data such as health details or criminal convictions) provided in connection with this **policy** will be processed in accordance with the Data Protection Act 1998. **You** consent to all personal information so provided being used for the purposes and being disclosed to the parties set out below.

Where personal information is provided about another person, **you** are required to inform that person of **our** identity and why their personal information will be processed and disclosed. **You** are also required to obtain their written consent to the processing of their personal information in this way and providing such consent to **us**.

Personal information is used:

- a) to administer the **policy**, including underwriting, renewing and claims handling;

- b) for research, analysis, statistic creation, and customer profiling;
- c) for fraud prevention and debt recovery.

Personal information may be disclosed to:

- a) other members of the QBE Insurance Group;
- b) other insurance entities interested in the risk written under this **policy**;
- c) agents and service providers **we** appoint to carry out activities in connection with the **policy**;
- d) credit reference and fraud databases;
- e) law enforcement and other statutory bodies including the Motor Insurance Database (MID) managed by the Motor Insurers Bureau (MIB);
- f) potential purchasers of the whole or part of **our** business.

If false or inaccurate information is provided and fraud is suspected this fact will be recorded and the information will be available to other organisations that have access to the fraud databases.

Personal information may be transferred to third parties in countries outside the European Economic Area which may not have the same standards of protection for personal information as the United Kingdom. **We** will ensure that such transfers comply with the data protection law and the personal information is kept securely and protected from unauthorised access.

We maintain protections and procedures in the storage and disclosure of personal information to keep it secure and prevent unauthorised access to or loss of such information.

We may monitor and record all communications with **you** for compliance and training purposes.

Should **you** wish to see the information held, have any queries in relation to the way such information is used or discover any inaccuracies, **you** should write to the Data Protection Officer at QBE Insurance (Europe) Limited, Plantation Place, 30 Fenchurch Street, London EC3M 3BD.

Motor Insurance Database data protection

Information relating to the **policy** details 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 Driver and Vehicle Licensing Agency (DVLA), the driver and the Driver and Vehicle Agency Northern Ireland (DVANI), the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- a) electronic licensing;
- b) continuous insurance enforcement;
- c) law enforcement, prevention, detection, apprehension and or prosecution of offenders;
- d) the provision of Government services and/or other services aimed at reducing the level and incidence of uninsured driving.

If **you** are involved in a road traffic accident (either in the UK, the 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.

You can find out more about this from **us** or at www.mib.org

Records

We may hold documents relating to this **policy** and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as and carry the same weight as the original.

Right of recovery

In circumstances where **we** are entitled to refuse cover under the **policy** but are obliged by provision of the law of any territory in which this **policy** operates relating to the insurance of liability to third parties to make payment to a party who has suffered loss and/ or damage, **you** shall repay to **us** all such sums **we** are obliged to pay.

Sanction limitation and exclusion

We shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** or any member of **our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

Dispute resolution

In the event of a dispute or complaint regarding this insurance, if eligible, **you** have the right to refer the matter to the Financial Ombudsman Service in accordance with the complaints clause of this **policy**.

Alternatively, all disputes which may arise under or in relation to this **policy**, or to its existence, validity or termination shall be referred by either party to a sole arbitrator to be appointed in default of agreement between the parties by the President of the Institute of Chartered Arbitrators in accordance with the Arbitration Act 1996. The language of the arbitration shall be English and the law applicable to and in the arbitration and governing all disputes shall be English law. The determination of the arbitrator will be binding on both parties.

The making of a final un-appealed arbitration award will be a condition precedent to any right of action, suit or other legal proceeding against **us**. **Our** sole obligation in such circumstances shall be to pay such sums as may be directed by a final un-appealed award.

The parties agree to perform **their** respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.

Complaints

What you should do

We strive to provide an excellent service to all **our** customers but occasionally things can go wrong. **We** take all complaints seriously and endeavour to resolve all customers' problems promptly. If **you** have a question or complaint about this **policy** or the conduct of **your** broker, **you** should contact **your** broker in the first instance. Alternatively, **you** can contact us directly at CustomerRelations@uk.qbe.com.

If, after making a complaint, **you** feel that the matter has not been resolved to **your** satisfaction then if **you** are an eligible complainant **you** may contact:

The Financial Ombudsman Service, Exchange Tower
London E14 9SR.
Telephone (consumer helpline): 0300 123 9123 or 0800
023 4567
E-mail: complaint.info@financial-ombudsman.org.uk

Making a complaint to the Financial Ombudsman Service (FOS) does not affect **your** rights under this **policy**, but if **you** are not an eligible complainant then the informal complaint process ceases.

Eligible complainants are:

- a) private individuals;
- b) micro-enterprises that have annual turnover of under two million pounds (£2,000,000) and fewer than ten (10) employees;
- c) charities with an annual income of less than 1 million pounds (£1,000,000); or
- d) a trustee of a trust with net assets of less than 1 million pounds (£1,000,000).

The FOS will only consider a complaint if **you** are an eligible complainant and if:

- a) **we** have been given an opportunity to resolve it; and
- b) **we** have sent **you** a final response letter and **you** have referred the complaint to the FOS within six (6) months of **our** final response letter; or
- c) **we** have not responded to **your** complaint with a decision within eight (8) weeks.

A summary of **our** complaint handling procedure is available on request and will also be provided to **you** when acknowledging a complaint.

Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme if **we** are unable to meet **our** obligations under this contract.

For details of eligibility, **you** should refer to the Financial Services Compensation Scheme 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or from their website (www.fscs.org.uk).

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