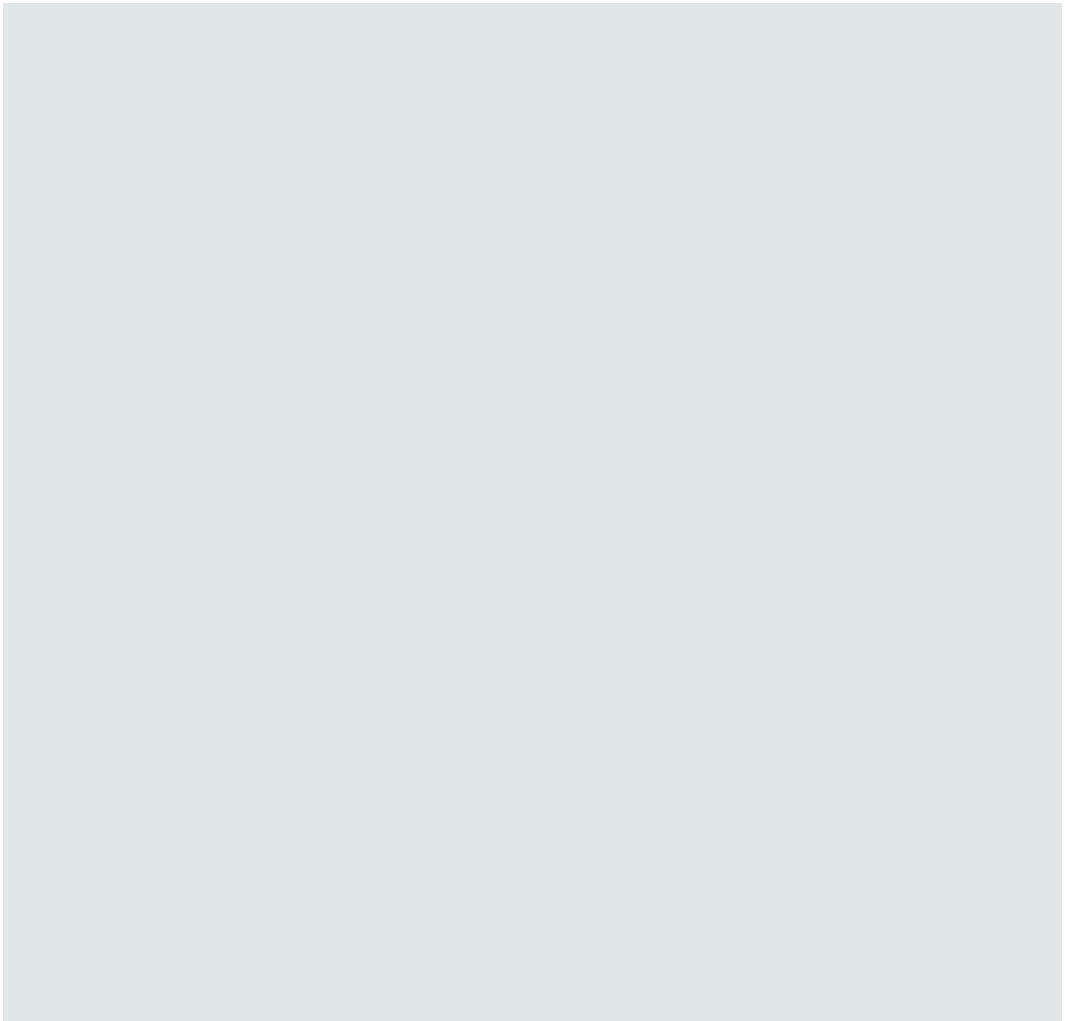


# Fleet

## Policy document



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# How we use your information

## **Who controls your personal information**

This notice tells you how Zurich Insurance plc ('Zurich'), as data controller, will deal with your personal information. Where Zurich introduces you to a company outside the group, that company will tell you how your personal information will be used.

You can ask for further information about our use of your personal information or complain about its use in the first instance, by contacting our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

If you have any concerns regarding our processing of your personal information, or are not satisfied with our handling of any request by you in relation to your rights, you also have the right to make a complaint to the Information Commissioner's Office. Their address is: First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

## **What personal information we collect about you**

We will collect and process the personal information that you give us by phone, e-mail, filling in forms, including on our website, and when you report a problem with our website. We also collect personal information from your appointed agent

such as your trustee, broker, intermediary or financial adviser in order to provide you with the services you have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. We will also collect information you have volunteered to be in the public domain and other industry-wide sources.

We will only collect personal information that we require to fulfil our contractual or legal requirements unless you consent to provide additional information. The type of personal information we will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or contract of insurance and/or provision of financial services. You agree you have their permission to do so. Except where you are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the 'How we use your personal information' section.

## **How we use your personal information**

We and our selected third parties will only collect and use your personal information (i) where the processing is necessary in connection with providing you with a quotation and/or contract of insurance and/or provision of financial services that you have requested; (ii) to meet our legal or regulatory obligations; or (iii) for our “legitimate interests”. It is in our legitimate interests to collect your personal information as it provides us with the information that we need to provide our services to you more effectively including providing you with information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest. Examples of the purposes for which we will collect and use your personal information are:

1. to provide you with a quotation and/or contract of insurance;
2. to identify you when you contact us;
3. to deal with administration and assess claims;
4. to make and receive payments;
5. to obtain feedback on the service we provide to you;
6. to administer our site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes;
7. for fraud prevention and detection purposes.

We will contact you to obtain consent prior to processing your personal information for any other purpose, including for the purposes of targeted marketing unless we already have consent to do so.

## **Who we share your personal information with**

Where necessary, we will share the personal information you gave us for the purposes of providing you with the goods and services you requested with the types of organisations described below:

- associated companies including reinsurers, suppliers and service providers;
- introducers and professional advisers;
- regulatory and legal bodies;
- survey and research organisations;
- credit reference agencies;
- healthcare professionals, social and welfare organisations; and
- other insurance companies

Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:

- regulatory and legal bodies;
- central government or local councils;
- law enforcement bodies, including investigators;
- credit reference agencies; and
- other insurance companies

## **How we use your personal information for websites and email communications**

When you visit one of our websites we may collect information from you such as your email address or IP address. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist us to provide you with a more tailored service. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

## **How we transfer your personal information to other countries**

Where we transfer your personal information to countries that are outside of the UK and the European Union (EU) we will ensure that it is protected and that the transfer is lawful. We will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of our security measures for personal information transfers can be obtained from our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

## **How long we keep your personal information for**

We will retain and process your personal information for as long as necessary to meet the purposes for which it was originally collected. These periods of time are subject to legal, tax and regulatory requirements or to enable us to manage our business.

### Your data protection rights

You have a number of rights under the data protection laws, namely:

- to access your data (by way of a subject access request);
- to have your data rectified if it is inaccurate or incomplete;
- in certain circumstances, to have your data deleted or removed;
- in certain circumstances, to restrict the processing of your data;
- a right of data portability, namely to obtain and reuse your data for your own purposes across different services;
- to object to direct marketing;
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you;
- to claim compensation for damages caused by a breach of the data protection legislation.
- if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

We will, for the purposes of providing you with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where we have a legitimate interest or you have consented to this.

### **What happens if you fail to provide your personal information to us**

If you do not provide us with your personal information, we will not be able to provide you with a contract or assess future claims for the service you have requested.

### **Fraud prevention and detection**

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution.

In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

### **Claims history**

We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

### **Motor Insurance Database**

Information relating to your insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory 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:

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

If a vehicle of yours is involved in a road traffic accident (either in the United Kingdom, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information.

Persons (including their 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 correct registration numbers for your vehicles. If incorrect details for any of your vehicles are shown on the MID you are at risk of having the relevant vehicle seized by the police. You can check that correct registration number details for your vehicles are shown on the MID at [www.askmid.com](http://www.askmid.com)

# Your Fleet policy

This policy is a contract between *you* and *us*.

This policy and any schedule, endorsement and *certificate* should be read as if they are one document.

*We* will insure *you* under those sections stated in the schedule during any period of insurance for which *we* have accepted *your* premium. *Our* liability will in no case exceed the amount of any sum insured or limit of indemnity stated in this policy, the schedule or any endorsement to this policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

## **Law applicable to this contract**

In the UK the law allows both *you* and *us* to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon *your* address stated in the schedule. If there is any dispute as to which law applies it will be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

Please read this policy, schedule, schedule of vehicles and *certificates* carefully and if they do not meet *your* needs please return them to *us* or *your* broker or insurance intermediary.



# Meaning of words

The policy comprises this present document and its schedules and any endorsements and *certificate* issued by *us*. Certain words in the policy have special meanings. These meanings are given below and apply wherever the words appear in *italics*.

## **Accessories**

Include spare parts for the *vehicle* and radios, cassette players, CD players and communication equipment permanently fitted to the *vehicle*.

## **Certificate**

The current Certificates of Motor Insurance issued by *us*.

## **Driver**

Any person driving the *vehicle* and entitled to do so by the terms of the *certificate*.

## **Insured Person**

- *You*
- the *driver*
- at *your* request
  - a) any of *your* principals directors or employees
  - b) any *passenger*
  - c) the owner of a *vehicle* on hire or loan or leased to *you*
  - d) any member or committee member of *your* Sports or Social Club
  - e) the hirer of any agricultural tractor or self-propelled agricultural or forestry machine provided that such hire is permitted by the terms of the *certificate*

- any person who with *your* permission is using (but not driving) the *vehicle* for social domestic and pleasure purposes provided that such use is permitted by the terms of the *certificate*
- the employer or partner of any person whose business use is permitted by the terms of the *certificate*.

## **Licence**

A *licence* to drive a *vehicle* of the same class as the *vehicle*.

## **Minibus**

A motor vehicle with between 9 and 16 (inclusive) passenger seats.

## **Nuclear Installation**

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

## **Nuclear Reactor**

Any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

### **Passenger**

Any person other than the *driver* travelling in or on or getting into or out of the *vehicle* or any *trailer* or disabled mechanically propelled vehicle attached to the *vehicle*.

### **Pollution or contamination**

All pollution or contamination of buildings or other structures or of water or land or the atmosphere.

### **Road**

Any place which is a road for the purpose of any compulsory motor insurance legislation operative within the territorial limits of the policy.

### **Trailer**

Any trailer which is *your* property or for which *you* are responsible. The *trailer* does not include a disabled mechanically propelled vehicle.

### **Vehicle**

Any vehicle (excluding a steam driven vehicle) as follows:

- a) *car* meaning any private car, estate car, utility car or *minibus*
- b) *motorcycle* meaning any motorcycle, motorcycle and sidecar or moped
- c) *commercial vehicle* meaning any motor vehicle other than a *car* or a *motorcycle*

which is insured under the policy and described in the *certificate*.

Except when *you* have requested and we have agreed to provide cover *vehicle* does not include any vehicle registered elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

### **We or Us or Our**

Zurich Insurance plc.

### **You or Your**

The person, people or the company shown in the schedule as the Insured.

## Extents of cover

The extent of cover applicable under the policy is as stated in the schedule or any relevant endorsement and the following meanings apply to words or expressions used in this connection.

### **Comprehensive**

The full insurance as written in the policy.

### **Third Party Fire and Theft**

Section 2 does not apply except for damage to or loss of the *vehicle* by:

- a) fire, lightning, self ignition or explosion
- b) theft or attempted theft.

Sections 3 and 4 do not apply.

Otherwise the remainder of the policy is operative.

### **Third Party only**

Sections 2, 3 and 4 do not apply.

Otherwise the remainder of the policy is operative.

### **Third Party Road Risks**

Sections 1, 8 and 10 do not apply when liability arises out of death of or bodily injury to any person or damage to property caused or arising beyond the limits of any *road*.

Sections 2, 3, 4 and 7 do not apply.

Otherwise the remainder of the policy is operative.

# Excesses

When cover is applicable under the policy *you* will be liable to pay or refund to *us* excesses in the amounts which are identified in the schedule and which apply in respect of claims and expenses as follows.

## Accidental Damage

All claims and expenses under section 2 other than claims in respect of:

- a) breakage of glass in the windscreen, windows or sunroof of the *vehicle* or the scratching of bodywork resulting solely and directly from such breakage
- b) damage to or loss of the *vehicle* by:
  - i) fire, lightning, self-ignition or explosion
  - ii) theft or attempted theft.

## Fire

All claims and expenses under section 2 in respect of damage to or loss of the *vehicle* by fire, lightning, self-ignition or explosion.

## Personal Effects

All claims and expenses under section 3.

## Theft

All claims and expenses under section 2 in respect of damage to or loss of the *vehicle* by theft or attempted theft.

## Windscreen

All claims and expenses under section 2 in respect of breakage of glass in the windscreen, windows or sunroof of the *vehicle* or the scratching of bodywork resulting solely and directly from such breakage.

# Section 1 – liability to third parties

We will indemnify the persons detailed in 1, 2 and 3 below in respect of their legal liability for death of or bodily injury to any person and damage to property.

## 1 Third Party Indemnity

The *insured person* will be indemnified when liability arises out of an accident caused by, or in connection with, the *vehicle*, or the loading or unloading of the *vehicle*.

## 2 Third Party Contingency Cover

*You* alone will be indemnified when the liability arises out of an accident caused by, or in connection with, any motor vehicle whilst being used in connection with *your* business or trade.

Provided that:

- a) such vehicle is not *your* property or held by *you* under a hire purchase agreement or hired by or leased to *you*
- b) *you* have taken all reasonable steps to ensure that there is in force in respect of such vehicle an insurance that is valid for such use
- c) if any claim covered by this sub-section 2 is also covered by any other insurance then notwithstanding condition number 4 in section 12 we shall not be liable to make any contribution to such claim.

### 3 Unauthorised Movement

You or any of *your* principals, directors or employees will be indemnified when liability arises out of an accident caused by, or arising out of, the driving or movement of any vehicle without the authority of the owner of such vehicle when the vehicle is parked in such a position as to obstruct the legitimate passage or the loading or unloading of the *vehicle*. In these circumstances the obstructing vehicle shall not be regarded as property held in *your* trust or in *your* custody or control.

### Third Party Property Limit

Provided always that in respect of any *commercial vehicle* indemnity under sub-sections 1, 2 and 3 above for damage to property is limited to the amount shown in the schedule (or such greater sum as may be required by the compulsory motor insurance legislation in the country in which the insured event occurs) in respect of any one accident or a series of accidents arising out of one event.

### 4 Indemnity to Personal Representatives

Following the death of any person entitled to indemnity we will in respect of the liability incurred indemnify such person's legal personal representatives in the terms of this section.

### 5 Legal Costs

In respect of any event which may be the subject of indemnity under this section we will also pay:

- a) solicitors fees for representation at any court of summary jurisdiction or at any Coroner's Inquest or Fatal Inquiry

- b) the cost of legal services arranged by *us* for defending a charge of manslaughter, causing death by dangerous driving or causing death by careless driving when under influence of drink or drugs (or any equivalent local charge in a country specified in sub-section 1 of section 5)
- c) all other costs and expenses incurred with *our* written consent.

## Exceptions to Section 1

We shall not be liable:

- 1 if to the knowledge of the *insured person* the *driver* does not hold a *licence* unless the *driver* has held and is not disqualified from holding or obtaining such a *licence*
- 2 to indemnify any person other than *you* if that person is entitled to indemnity under any other insurance
- 3 for:
  - a) damage to or loss of property belonging to or in the custody or control of the *insured person*
  - b) damage to premises (or to the fixtures and fittings therein) which are not *your* property but are occupied by *you* under a leasing or rental agreement if such damage is also covered by any other insurance
  - c) damage to or loss of property in or on the *vehicle*
  - d) damage to or loss of the *vehicle*

- 4** for death of or bodily injury to any person arising out of, or in the course of, that person's employment by the person claiming indemnity under this section if insurance cover in respect of liability for such death or bodily injury is in fact provided pursuant to a requirement of any compulsory Employers' Liability legislation within the territorial limits
- 5** for death of or bodily injury to any person or damage to property
- a) arising while a *commercial vehicle* or plant forming part of such *vehicle* or attached thereto is working as a tool of trade.
- This exception does not apply to any:
- i) goods carrying *commercial vehicle*
- ii) forklift truck
- iii) agricultural tractor, self-propelled agricultural or forestry machine or any trailer attached to such *vehicle*
- b) caused by or attributed to the spraying or spreading of any chemical by any agricultural tractor, self-propelled agricultural or forestry machine or any trailer attached to such *vehicle*
- 6** in connection with any *vehicle* bearing a Trade Plate for death of or bodily injury to any person or damage to property caused or arising beyond the limits of a *road* except when during the course of the journey it is temporarily garaged elsewhere than in or on any premises which *you* own or are in *your* occupation
- 7** for death of or bodily injury to any person or damage to property caused or arising beyond the limits of any carriageway or thoroughfare in connection with:
- a) the bringing of the load to any *commercial vehicle* for loading thereon or
- b) the taking away of the load from any *commercial vehicle* after unloading therefrom
- by any person other than the *driver* or attendant of such *vehicle*
- 8** under sub-section 3:
- a) if the obstructing vehicle is:
- i) moved by any person other than *you* or *your* principals directors or employees
- ii) *your* property or held by *you* under a hire purchase agreement or hired by or loaned or leased to *you*
- iii) driven by any person who does not hold a *licence* unless such person has held and is not disqualified from holding or obtaining such a *licence*
- b) in respect of damage to or loss of property in or on the obstructing vehicle
- 9** for any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from the *vehicle* whilst in or on that part of any aerodrome, airfield, airport or military installation provided for:
- a) the takeoff or landing of aircraft and aerial devices or for the movement of aircraft and aerial devices on the ground

b) aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars

**10** 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 took place

**11** for death of or bodily injury to any person or damage to property directly or indirectly caused by:

- a) delivery of a load where such delivery was not authorised, not ordered or unlawful
- b) delivery (whether correctly or incorrectly carried out) to *your* customer of goods which do not conform strictly to the specification of or the order for the goods made by such customer

**12** for death of or bodily injury to any person or damage to property directly or indirectly attributed to:

- a) any defects in or the action of any commodities or goods or anything (including packaging containers and labels) transported by or disposed of from the *vehicle* or any vehicle not *your* property or provided by *you*

b) treatment given or services provided at or from the *vehicle* or any other vehicle.

Exceptions 5, 9, 10, 11 and 12 to section 1 shall not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the territorial limits.

Exceptions 1 and 8 a) iii) to section 1 shall not apply when the *vehicle* is driven under the terms of section 7.

## Section 2 – damage to or loss of vehicle

### 1 The Cover

We will indemnify *you* against damage to or loss of the *vehicle* and *accessories* on the *vehicle*.

This indemnity:

- a) shall not exceed the market value of the *vehicle* immediately before such damage or loss and in respect of any *vehicle* bearing a Trade Plate indemnity shall be limited to the amount shown in the schedule or the market value of the *vehicle* immediately before such damage or loss, whichever is the less
- b) extends to include the market value of *car accessories* in *your* private garage.

If any payment is made under this sub-section 1 on the basis of actual or constructive total loss of the *vehicle*, then we shall become entitled to possession and ownership of the *vehicle* or its remains.

## 2 New for Old

If any *car* is within one year of first registration:

- a) damaged to the extent that the costs of repairs would exceed the percentage shown on the schedule of the manufacturer's recommended retail price plus taxes, or
- b) lost by theft and not recovered

we will replace it with a new *vehicle* of the same manufacturer and of the same or like type provided that:

- i) *you* request it; and
- ii) any other interested party known to *us* consents; and
- iii) such a replacement is available.

In such an event *we* will become entitled to possession and ownership of the replaced *car* or its remains.

Under this sub-section 2 *we* will indemnify *you* against damage to or loss of *car accessories* in *your* private garage such indemnity shall not exceed the market value.

## 3 Hire Purchase and Leasing Agreements

If to *our* knowledge the *vehicle* is the subject of a hire purchase or leasing agreement any payment for damage to or loss of the *vehicle* which is not made good by repair, reinstatement or replacement may, at *our* discretion, be made to the owner whose receipt shall be of full discharge of *our* liability.

## 4 Repairs

*You* may authorise reasonable and necessary repairs without previously obtaining *our* consent provided that notification (in accordance with condition number 2 in section 12) is given to *us* without delay and a detailed estimate of the costs of repairs sent to *us* as soon as possible.

## 5 Recovery and Re-delivery

Following any claim covered by this section *we* will pay the reasonable cost of removing the *vehicle* from the place where damage occurred to the premises of the nearest competent repairer and re-delivery to *you* in the United Kingdom after repair.

## 6 Theft of Keys

If the keys or lock transmitter for a *vehicle* are stolen by forcible and violent means or robbery or attempted robbery *we* will, at *your* request, pay up to the maximum of the amount shown in the schedule in respect of any one occurrence for each *vehicle* to replace:

- a) the door locks and/or boot lock
- b) the ignition/steering lock
- c) the lock transmitter and/or central locking interface.

Provided that:

- a) such loss is reported to the police
- b) any other interested party known to *us* consents
- c) this indemnity shall not exceed the market value of the *vehicle* immediately before such loss
- d) *we* shall not be liable for the cost of replacing any alarms or other security devices fitted to the *vehicle*

- e) the identity or garaging address of the *vehicle* would be known to any person who is in possession of *your* keys or lock transmitter.

## Exceptions to Section 2

We shall not be liable to pay for:

- 1 wear and tear
- 2 depreciation
- 3 loss of use
- 4 mechanical, electrical, electronic or computer breakage, failure or breakdown
- 5 damage to tyres caused by braking or by cuts, punctures or bursts
- 6 damage to or loss of the *vehicle* caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds
- 7 damage to or loss of any *vehicle* bearing a Trade Plate when such *vehicle* is beyond the limits of a *road* except when during the course of a journey it is temporarily garaged elsewhere than in or on any premises owned by *you* or in *your* occupation
- 8 any diminution in the value of the *vehicle* as a result of any event giving rise to a claim under this section
- 9 damage or loss arising from theft or attempted theft whilst the ignition keys of the *vehicle* have been left in or on such *vehicle*.

## Section 3 – personal effects

We will at *your* request provide indemnity up to a maximum of the amount shown in the schedule for any one occurrence in respect of damage to or loss of personal effects whilst in or on the *vehicle*.

The owner's receipt shall be a full discharge of *our* liability.

### Exceptions to Section 3

We shall not be liable in respect of damage to or loss of:

- 1 money stamps tickets documents or securities
- 2 goods or samples carried in connection with any business or trade.

## Section 4 – medical expenses

We will pay to *you* medical expenses incurred by the *driver* or any other person travelling in or on any *vehicle* following injury caused by violent accidental external and visible means in direct connection with such *vehicle*.

*Our* total liability under this section is limited to the amount shown in the schedule in respect of each person injured.



## Section 5 – territorial limits

- 1 This policy applies in respect of accidents occurring:
  - a) in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
  - b) in any other member country of the European Union
  - c) in those associated countries identified on the schedule
  - d) during any period for which *you* have requested and *we* have agreed to extend cover for the use of a *vehicle* in any other country

and during transit (including the process of loading and unloading) by a recognised sea route not normally exceeding 65 hours between ports in these areas.

### 2 Customs Duty

Provided that liability arises directly from damage to or loss covered by this policy *we* will indemnify *you* against liability for the enforced payment of customs duty.

### 3 Other Charges

*We* will indemnify *you* against General Average Contribution and Salvage and Sue and Labour charges incurred during the transportation of the *vehicle* by sea.

Provided always that:

- a) such *vehicle* is covered against damage or loss by this policy
- b) the contribution relates to the value of such *vehicle*.

## Section 6 – unauthorised use

*We* will indemnify *you* in the terms of and subject to the limitations of section 1 and section 2 in the event of any accident occurring while the *vehicle* is being used or driven by any person without *your* knowledge or consent for any purpose not permitted under this policy.

Provided always that *you* shall take all reasonable precautions to ensure that all persons who may use or drive a *vehicle* are made aware of the permitted purposes of use as defined in this policy.

## Section 7 – unlicensed drivers

The requirement of the *certificate* that the *driver* must hold a *licence* or have held and not been disqualified from holding or obtaining such a *licence* shall not apply in circumstances where a *licence* to drive is not required by law.

Provided always that:

- 1 the terms of the *certificate* shall otherwise apply
- 2 in respect of a *vehicle* other than any agricultural tractor or self propelled agricultural or forestry machine the person driving is of an age to hold a *licence* to drive the *vehicle* on the *road*.

## Section 8 – trailers/attachments

### Undeclared Trailers

The cover applicable to the *vehicle* applies to any *trailer* attached to the *vehicle*. Section 1 will also apply to a *trailer* detached from the *vehicle* (and not attached to another vehicle) and being used by *you* but only to the extent necessary to meet the requirements of any compulsory motor insurance legislation operative within the territorial limits.

### Declared Trailers

The cover as specified in the schedule of *vehicles* applies to trailers declared to *us* by identification mark as if they were a *vehicle* whilst attached to or detached from the *vehicle* (and not attached to any other vehicle).

### Disabled Mechanically Propelled Vehicles

Section 1 applies to any disabled mechanically propelled vehicle whilst attached to the *vehicle*. Section 1 will also apply to any disabled mechanically propelled vehicle detached from the *vehicle* (and not attached to another vehicle) and being used by *you* but only to the extent necessary to meet the requirements of any compulsory motor insurance legislation operative within the territorial limits.

## Exceptions to Section 8

We shall not be liable to make any payment:

- 1 if any *trailer* or disabled mechanically propelled vehicle is being towed otherwise than in accordance with the law
- 2 for damage to or loss of property being carried in or on any *trailer* or disabled mechanically propelled vehicle
- 3 for damage to or loss of the disabled mechanically propelled vehicle.

## Section 9 – service and repair

This policy will indemnify *you* when the *vehicle* is in the custody or control of a member of the motor trade for service or repair.

## Section 10 – principal's clause

In the event of any claim in respect of which *you* would be entitled to receive indemnity under section 1 of this policy being brought or made against any Public or Local Authority or other Principal we will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs charges and expenses in respect thereof.

Provided always that *you* shall have arranged with the Principal for the conduct and control of all claims for which we may be liable by virtue of this section to be vested in *us*.

# Section 11 – general exceptions

We shall not be liable:

- 1 for any claim while the *vehicle* in connection with which indemnity is provided under this policy is with *your* general consent being:
  - a) used for any purpose not permitted by the *certificate*
  - b) driven by any person not authorised by the *certificate*.

This exception shall not apply to claims under section 9

- 2 for any claim while the *vehicle* in connection with which indemnity is provided under this policy is being driven:
  - a) by *you* unless *you* hold a *licence* or have held and are not disqualified from holding or obtaining such a *licence*
  - b) with *your* general consent by any person who *you* know does not hold a *licence* unless such person has held and is not disqualified from holding or obtaining such a *licence*.

This exception shall not apply to claims under section 7

- 3 for any liability assumed by *you* alone by agreement which would not have attached in the absence of such agreement unless the conduct and control of claims is vested in *us* but we shall not in any event provide indemnity in respect of liquidated damages or under any penalty clause

- 4 for any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- 5 for any accident, death, bodily injury or damage to property (except under section 1) arising during or in consequence of:
  - a) earthquake occurring elsewhere than in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or any other member of the European Union
  - b) riot or civil commotion occurring:
    - i) in Northern Ireland, or
    - ii) elsewhere than in Great Britain, the Isle of Man, the Channel Islands or any other member country of the European Union
- 6 to indemnify the owner of a *vehicle* leased to *you* where liability arises out of the negligence of such owner or the servants or agent of such owner
- 7 for:
  - a) damage to or loss or destruction of any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
  - b) any legal liability of whatsoever naturedirectly or indirectly caused by or contributed to by or arising from:
  - i) ionising radiation from or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any *nuclear installation, nuclear reactor* or other explosive nuclear assembly or nuclear component thereof
- iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion iv) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes.

## 2 Accidents

Details of any event which might result in a claim under this policy and all subsequent developments must be reported to *us* as soon as possible. Notice of any prosecution inquest or fatal inquiry and every letter, claim, writ or summons must be sent to *us* on receipt.

## 3 Claims Procedure

Except with *our* written consent no person shall make any admission of liability, offer, repudiation or promise of payment on *your* behalf or any person claiming indemnity under this policy.

*We* shall be entitled to take over and conduct in *your* name or that of any person entitled to indemnity under this policy the defence or settlement of any claim or to prosecute any claim in the name of such person. *We* or a solicitor appointed by *us* shall have full discretion in the conduct of any proceedings and in the settlement of any claim and shall be given all such information and assistance as they may require.

## 4 Other Insurances

If any other insurance covers the same damage, loss or liability we shall not be liable to pay more than *our* rateable proportion.

Provided always that:

- a) nothing in this condition shall impose on *us* any liability from which *we* would have been relieved by sub-section 2 of section 1 or exceptions 2 and 3b) to section 1

# Section 12 – conditions

## 1 Premium

Prior to the commencement of the period of insurance *you* shall pay to *us* an agreed premium deposit.

*You* shall supply to *us* on request the necessary information required to calculate the actual premium in accordance with the rates agreed between *you* and *us*. If the premium due differs from the deposit the difference shall be adjusted as appropriate.

- b) this condition shall not apply when the *vehicle*:
- i) is the property of on hire or loan or leased to a person in *your* employ; and
  - ii) has not been provided by *you*; and
  - iii) is being used in connection with *your* business or trade purposes

and *we* have issued a *certificate* to cover such a *vehicle*.

## 5 Vehicle Maintenance

*You* shall at all times maintain the *vehicle* in an efficient and roadworthy condition.

## 6 Vehicle Security

*You* shall take all reasonable steps to safeguard the *vehicle* from damage or loss.

## 7 Cancellation

This policy may be cancelled:

- a) by *us* sending thirty days notice by recorded delivery to *your* last known address (and in the case of Northern Ireland to the Department of Environment Northern Ireland) and *we* will in that event return to *you* a proportionate part of the premium in respect of the unexpired term of this policy
- b) by *you* such cancellation being effective from the date of receipt by *us* of *your* written cancellation instructions. If cancellation is during the first year of insurance any return premium will be calculated using *our* current short period rates otherwise a pro rata refund of premium will be allowed

- c) immediately (subject to the requirements of the Consumer Credit Act 1974 if applicable) if *you* have applied to pay the premium by instalments and an instalment is not received by the due date. In these circumstances *your* credit agreement will also be cancelled immediately.

## 8 Contractual Right of Renewal (Tacit)

If *you* pay the premium to *us* using *our* Direct Debit instalment scheme, *we* will have the right (which *we* may choose not to exercise) to renew the policy each year and continue to collect premiums using this method. *We* may vary the terms of the policy (including the premium) at renewal. If *you* decide that *you* do not want *us* to renew the policy, provided *you* tell *us* (or *your* insurance intermediary) before the next renewal date, *we* will not renew it.

## 9 Arbitration

If *we* admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by *you* and *us* in accordance with the law at the time. *You* may not take any legal action against *us* over the dispute before the arbitrator has reached a decision.

## 10 Property Damage Claims

In connection with any one claim or series of claims arising out of any one event in respect of damage to property caused by or in connection with a *commercial vehicle* *we* may at any time pay to *you* the amount of the indemnity provided by this policy (after deduction of any sum already paid as compensation) or any less

amount for which such claim(s) may be settled and from the date such payment is made we shall relinquish control of the negotiations and legal proceedings in connection with such claim(s). From the date of such payment we shall be under no further liability in connection with such claim(s) other than for costs and expenses incurred with *our* written consent prior to the date of such payment.

### 11 Joint Insured

If more than one company or individual is named as the insured in the schedule the insurance granted shall apply jointly and individually to all such companies and individuals.

Provided always that the total limit of liability under this policy in respect of any one accident or series of accidents arising out of one event shall not exceed the limit of indemnity specified in the policy.

### 12 Observance of Terms

The observance and fulfilment of the terms of this policy so far as they relate to anything to be done or complied with by the *insured person* shall be conditions precedent to any liability of *us* to make any payment under this policy. Upon proof of breach of this condition we shall be entitled to recover from the *insured person* all sums paid by *us* including those for which we would not have been liable but for the provisions of any compulsory motor insurance legislation operative within the Territorial Limits of this policy.

### 13 Sanctions

Notwithstanding any other terms of this policy we will be deemed not to provide cover nor will we make any payment or provide any service or benefit to *you* or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of *yours* would violate any applicable trade or economic sanctions law or regulation.

### 14 Fair Presentation of the Risk

- a) At inception and renewal of this policy and also whenever changes are made to it at *your* request *you* must:
  - i) disclose to *us* all material facts in a clear and accessible manner; and
  - ii) not misrepresent any material facts.
- b) If *you* do not comply with clause a) of this condition we may:
  - i) avoid this policy which means that we will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by *you* is proven by *us* to be deliberate or reckless in which case we will not return the premium paid by *you*; and
  - ii) recover from *you* any amount we have already paid for any claims including costs or expenses we have incurred.

- c) If *you* do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what *we* would have done if *we* had known about the facts which *you* failed to disclose or misrepresented:
- i) if *we* would not have provided *you* with any cover *we* will have the option to:
- 1) avoid the policy which means that *we* will treat it as if it had never existed and repay the premium paid; and
  - 2) recover from *you* any amount *we* have already paid for any claims including costs or expenses *we* have incurred
- ii) if *we* would have applied different terms to the cover *we* will have the option to treat this policy as if those different terms apply. *We* may recover any payments made by *us* on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
- iii) if *we* would have charged *you* a higher premium for providing the cover *we* will charge *you* the additional premium which *you* must pay in full.
- d) Where this policy provides cover for any person other than *you* and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly

unconnected with their trade, business or profession *we* will not invoke the remedies which might otherwise have been available to *us* under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than *you*.

Provided always that if the person concerned or *you* acting on their behalf makes a careless misrepresentation of fact *we* may invoke the remedies available to *us* under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

## 15 Change in Circumstances

*You* must notify *us* as soon as possible during the period of insurance if there is any change in circumstances or to the material facts previously disclosed by *you* to *us* or stated as material facts by *us* to *you* which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change *we* will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to *us* then *we* are under no obligation to agree to make them and may no longer be able to provide *you* with cover.

If *you* do not notify *us* of any such change *we* may exercise one or more of the options described in clauses c) i), ii) and iii) of condition 14 but only with effect from the date of the change in circumstances or material facts.

## 16 Fraudulent Claims

If *you* or anyone acting on *your* behalf:

- a) makes a fraudulent or exaggerated claim under this policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this policy for loss or damage which *you* or anyone acting on *your* behalf or in connivance with *you* deliberately caused; or
- e) realises after submitting what *you* reasonably believed was a genuine claim under this policy and then fails to tell *us* that *you* have not suffered any loss or damage; or
- f) suppresses information which *you* know would otherwise enable *us* to refuse to pay a claim under this policy

*we* will be entitled to refuse to pay the whole of the claim and recover any sums that *we* have already paid in respect of the claim.

*We* may also notify *you* that *we* will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If *we* terminate this policy under this condition *you* will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an *insured person* and not on behalf of *you* this condition should be read as if it applies only to that *insured person's* claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.



# Our complaints procedure

## **Our commitment to customer service**

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

## **Who to contact in the first instance**

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

## **Many complaints can be resolved within a few days of receipt**

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

## **Next steps if you are still unhappy**

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

You can also contact them as follows:

- Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR
- Telephone: 08000 234567 (free on mobile phones and landlines)
- Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

## **The Financial Services Compensation Scheme (FSCS)**

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.







## Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460.  
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Zurich Insurance plc is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation by the Financial Conduct Authority are available from us on request. Our FCA Firm Reference Number is 203093.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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