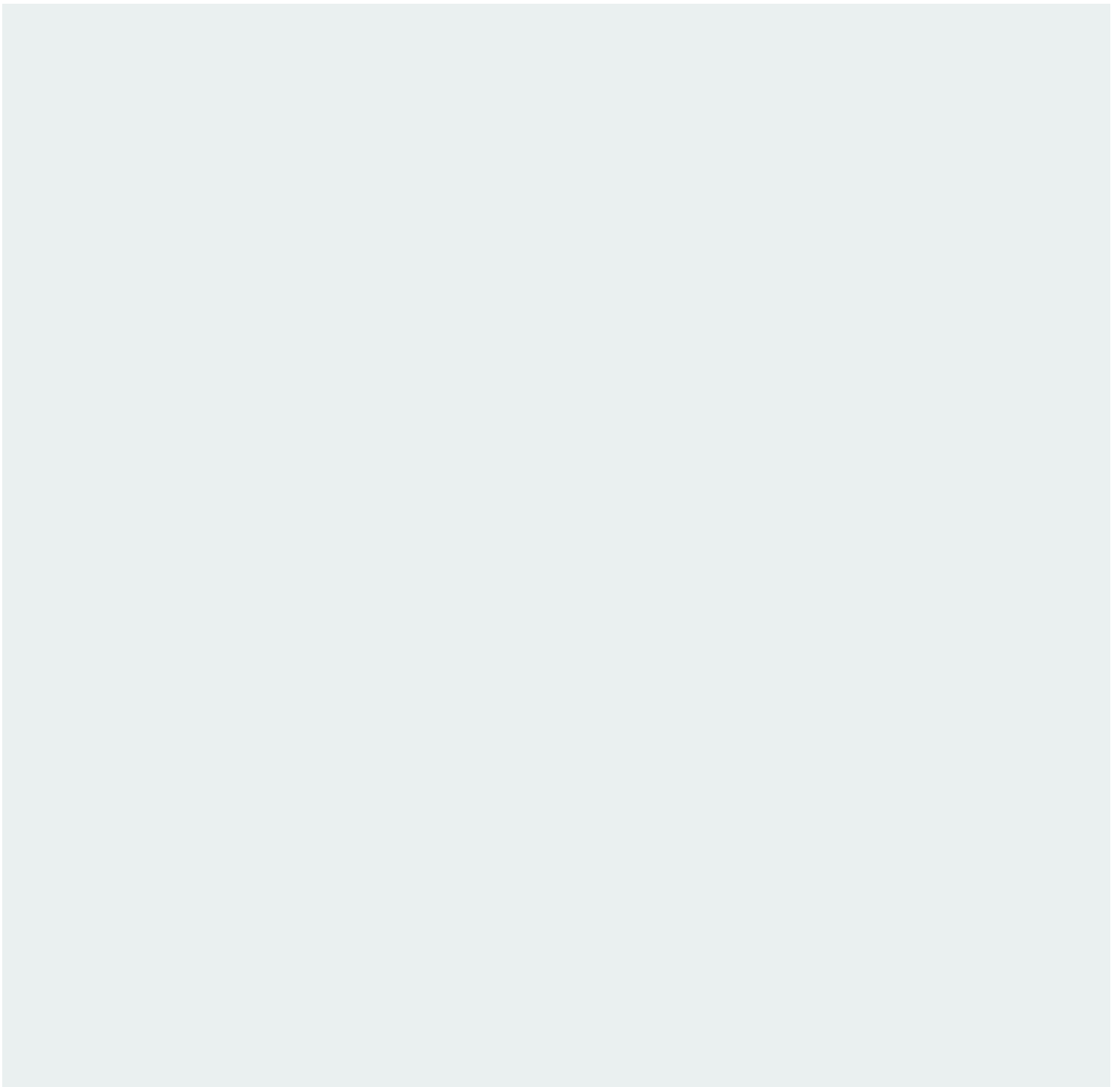


# Commercial Vehicle Policy



# Contents

A warm welcome to Zurich .....	3
Your Commercial Vehicle policy.....	3
Important Information about your policy.....	4
Additional benefits .....	7
Helpline numbers.....	8
Definitions .....	9
Extent of cover.....	11
Section 1 – Liability to third parties.....	12
Section 2 – Loss of or damage to the vehicle.....	15
Section 3 – Personal effects .....	18
Section 4 – Personal accident.....	18
Section 5 – Medical expenses.....	19
Section 6 – Territorial limits and foreign travel .....	19
Section 7 – Unauthorised use.....	20
Section 8 – Unlicensed drivers .....	20
Section 9 – Trailers .....	20
Section 10 – Service and repair .....	21
Section 11 – No claim discount .....	21
Section 12 – Principal’s clause .....	21
Section 13 – Emergency overnight accommodation or travel expenses .....	21
Section 14 – Uninsured loss recovery service and motor prosecution defence .....	22
General exclusions .....	30
General conditions.....	31
Claims conditions.....	34
Our complaints procedure.....	35

# Your Commercial Vehicle policy

This policy is a contract between **you** and Zurich Insurance plc in respect of the entire policy except section 14 which is a contract between you and Lawclub Legal Protection.

This policy, the statement of facts, any schedule, endorsements and **certificate** should be read as if they are one document.

**We** will insure **you** to the extent defined in the policy documents as insured during any period of insurance for which **we** have accepted **your** premium.

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 thereto.

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

## **Law applicable to this contract (not applicable to section 14)**

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 **your** policy documentation. 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, statement of facts, schedule and endorsements and **certificates** carefully and if they do not meet **your** needs contact **us** or **your** broker or insurance intermediary.

# Important information about your policy

## How we use personal information

**We** hold personal information in accordance with the Data Protection Act 1998. The information supplied to **us** by **you** may be held on computer and passed to other insurers and reinsurers for underwriting and claims purposes. **You** should show this to anyone whose personal information may be processed to administer this policy including handling any claims.

**We** use a variety of security technologies and procedures to help protect personal information from inappropriate use, and **we** will continue to revise procedures and implement additional security features as new technology becomes available.

**We** may use personal information for underwriting and claims purposes, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing, and risk management.

**We** will only share personal information as described in this notice or where **we** are required or allowed to do so by law.

**We** may record or monitor telephone calls for security and regulatory purposes.

## Policy administration

In order to administer **your** insurance policy and any claims made against this policy **we** may share personal information provided to **us** with other companies within the Zurich Insurance Group and with business partners including companies inside and outside the European Economic Area. If **we** do transfer personal information including where **we** propose a change of underwriter **we** make sure that it is appropriately protected.

**We** may conduct searches about anyone whose personal information may be processed to administer this policy (including handling any claims) using publicly available sources. Examples are the edited electoral roll, county court judgments / Scottish decrees, bankruptcy registers and other public databases. This helps **us** assess applications for insurance, provide renewal quotations and check the accuracy of information. These searches may be recorded by credit reference agencies but they will not affect any credit standing.

## Claims history

When **you** tell **us** about an incident or claim **we** may pass information relating to it to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd (IDSL), Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI) or other relevant database.

**We** and other insurers may search these databases when **you** apply for insurance, in the event of any incident or claim 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 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)

## Fraud prevention and detection

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

- a) share information about **you** with other organisations including the police
- b) conduct searches using publicly available databases
- c) undertake credit searches
- d) check and share **your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related to other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

Please contact **us** if **you** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

## Data protection rights

Individuals have certain rights under the Data Protection Act 1998, including the right to ask for a copy of the information **we** hold about them. **We** may make a small charge for this. Individuals also have the right to ask **us** to correct their information if it is inaccurate.

If **you** want to know more about how **we** use personal information or have any data protection questions, please contact the Data Protection Officer, Zurich Insurance plc, 3000 Parkway, Whiteley, Fareham, Hants, PO15 7JZ.



# Additional benefits

## Zurich Virtual Consulting

Visit [www.zurich.co.uk/virtualconsulting](http://www.zurich.co.uk/virtualconsulting). Simply enter **your** policy number and effective date in the log-in page.

As a Zurich customer, **you** have free and exclusive access to Zurich's online risk management service, Virtual Consulting. Utilising 5 years of Zurich's claims data, Virtual Consulting provides **you** with a bespoke risk management report for the most common causes of loss within **your** industry.

**Your** report includes a wealth of advice to help **you** identify and manage the main risks that could be disastrous for **your** business.

# Helpline numbers

## Zurich's Risk Management Advice Line

### Call 0800 302 9052 when you require risk management advice

To help **you** proactively identify and manage issues before they occur, **our** risk management helpline operates during normal business hours, providing free practical guidance on risk issues such as property, security, food hygiene, business continuity, environmental and health and safety management.

Please note that this helpline includes services provided by Zurich Management Services Limited and Santia Consulting Limited under contract to Zurich Insurance plc.

### Claims Notification

To notify a claim in the UK please call 0800 302 9055, 24 hours a day, 365 days a year.

To notify a claim abroad please call or fax Intana (acting on behalf of Zurich Insurance Group plc)

Telephone: first dial the appropriate international code to the UK, then +1444 442 014.

Fax: first dial the appropriate international code to the UK, then +1444 410 164.

Intana's 24 hour emergency switchboard operates 365 days a year. Multi-lingual operators, experienced in dealing with all types of motoring problems that **you** may encounter whilst abroad will answer **your** call.

### Further information

For further information please visit [www.zurich.co.uk/commercial](http://www.zurich.co.uk/commercial)

The following services are provided by Lawclub Legal Protection who is a trading name of Allianz Insurance plc who underwrite and administer the Uninsured Loss Recovery Service and Motor Prosecution Defence on behalf of Zurich Insurance Group Ltd.

### Uninsured Loss Recovery Service and Motor Prosecution Defence

To claim on **your** Lawclub Legal Protection cover please call 0370 241 4140, stating that **you** are a Zurich SME Policyholder, quoting MP24657.

If **your** cover is Third Party Fire and Theft or Third Party Only, then please report **your** claim directly to Lawclub Legal Protection on freephone 0800 066 5819, stating that **you** are a Zurich SME Policyholder quoting MP24657.

To claim on **your** Motor Prosecution Defence please call 0370 241 4140, stating that **you** are a Zurich SME Policyholder, quoting MP24657.

Zurich Insurance plc, Zurich Management Services Limited, Santia Consulting Limited, Lawclub Legal Protection will not accept responsibility if any of the helplines are unavailable for reasons Zurich Insurance plc, Zurich Management Services Limited, Santia Consulting Limited, Lawclub Legal Protection cannot control.



# Definitions

Certain words in this policy have special meanings. These words and their meanings are detailed in this section and apply wherever **we** have printed them in bold throughout.

## Accessories

- a) Parts or products specifically designed to be fitted to or used with the **vehicle** including spare parts
- b) permanently fitted, entertainment systems, communication, navigation or other electronic equipment fitted to the **vehicle** by the manufacture,

but not electronic equipment temporarily sited in and removable from the **vehicle** being powered from a cigarette lighter/accessory socket.

## Car

Any private car, estate car, utility car or **minibus**.

## Certificate

The current certificate of motor insurance issued by **us**.

## Commercial vehicle

Any motor vehicle excluding a **car**, motorcycle, motorcycle and sidecar or moped.

## De jure or de facto

In law or as a matter of fact.

## Driver

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

## Hazardous goods

Goods carried under the requirements of:

- a) The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009
- b) The Approved List of Dangerous Substances as published by the Health and Safety Executive
- c) any other legislation of similar intent (including subsequent legislation) if applicable.

## Insured person

- a) **you**
- b) the **driver**
- c) at **your** request:
  - i) any of **your** principals, directors, business partners or employees
  - ii) any **passenger**
- d) 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**
- e) the employer or partner of any person whose business use is permitted by the terms of the **certificate**.

## Licence

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

## Market value

Our valuation of the cost of replacing the **vehicle**, trailer or **accessories** with the same, make, model, age and condition taking account of the circumstances of purchase by **you**.

## Minibus

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

## Non manufacturer equipment

Permanently fitted, entertainment systems, communications, navigation or other electronic equipment fitted other than by the **vehicle** manufacturer.

## 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 excluding 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

Anywhere within the **territorial limits** where compulsory motor insurance legislation is operative.

### Territorial limits

- a) Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
- b) any other member country of the European Union
- c) those associated countries stated in the **certificate**
- d) in any other country but only during any period for which **you** have requested and **we** have agreed to extend cover for the use of a **vehicle** in that country

and during transit (including the process of loading and unloading) by a recognised sea route not normally exceeding 65 hours between ports within any country where cover is provided.

### Terrorism

- a) Any act or preparation in respect of action or threat of action designed to influence the government **de jure or de facto** of any nation or any political division of any nation or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
  - i) involves violence against one or more persons
  - ii) involves damage to property
  - iii) endangers life other than that of the person committing the action
  - iv) creates a risk to health or safety of the public or a section of the public
  - v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

### Trailer

Any trailer which is **your** property or for which **you** are legally responsible but excluding a disabled mechanically propelled vehicle.

### Vehicle

Any motor vehicle which is insured under this policy and described in the **certificate** but excluding any motor vehicle registered outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands unless **you** have requested and **we** have agreed to provide cover for such motor vehicle.

### We, us or our

- a) In respect of the whole policy except section 14: Zurich Insurance plc
- b) In respect of section 14: Lawclub Legal Protection

### You or your

The person, people or the company stated in the schedule as the policyholder.

# Extent of cover

Cover only applies within the **territorial limits**.

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

## **Comprehensive**

The full insurance as written in this policy.

## **Third party fire and theft**

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

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

Sections 3, 4, 5 and 13 do not apply.

## **Third party only**

Sections 2, 3, 4, 5 and 13 do not apply.

## **Excesses**

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

## **Accidental damage**

All claims and expenses under section 2 excluding claims in respect of:

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

## **Fire or theft**

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

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

## **Glass**

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 caused by such breakage.

# Section 1 – Liability to third parties

## Cover

In respect of legal liability for death of or bodily injury to any person and physical loss of or damage to property **we** will indemnify:

- a) the **insured person** when liability is caused by or arises out of the use of or in respect of the loading or unloading of the **vehicle**
- b) **you** alone when liability is caused by or arises out of the use of or in respect of any motor vehicle while being used in connection with **your** business.

Provided that:

- i) such vehicle is not **your** property or held by **you** under a hire purchase agreement or hired by or leased to **you**
- ii) **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
- iii) if any claim covered by this clause is also covered by any other insurance then notwithstanding claims condition 4 – Other insurances **we** will not be liable to make any contribution to such claim
- iv) motor vehicle does not include any **vehicle** registered outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands except where **you** have requested and **we** have agreed to provide cover.

**Our** limit of indemnity under a) and b) above in respect of any one accident or series of accidents arising out of one event in respect of:

- 1) any claim arising directly or indirectly from **terrorism** will be £5,000,000
- 2) damage to property caused by any **vehicle** other than when carrying **hazardous goods** will be £5,000,000 inclusive of legal costs and expenses in connection with such damage
- 3) damage to property when the vehicle is carrying any **hazardous goods** will be £1,000,000

or such greater sum as may be required by the compulsory motor insurance legislation in the country in which the insured event occurs.

### 1.1 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 personal representatives.

## 1.2 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 injury inquiry
- b) the cost of legal services arranged by **us** for defending a charge of causing serious injury by dangerous driving, manslaughter, causing death by dangerous driving or causing death by careless driving when under the influence of drink or drugs or any equivalent charge in a country specified in **territorial limits**
- c) legal costs and expenses incurred with **our** prior written consent in conjunction with the defence of any criminal proceedings including any appeal against conviction arising from any such proceedings brought in respect of a charge or investigations connected with the charge of corporate manslaughter or corporate homicide committed or alleged to have been committed during the period of insurance in the course of the business.

Provided that:

- i) **our** liability will not exceed £5,000,000 in any one period of insurance
  - ii) **we** must consent in writing to the appointment of any solicitor or counsel who are to act for and on **your** behalf
  - iii) **you** will give **us** immediate notice of any summons or other process served upon **you** which may give rise to proceedings under this clause
  - iv) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- d) all other costs and expenses incurred with **our** written consent.

Excluding liability:

- 1) where **you** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge.
- 2) in respect of fines or penalties of any kind
- 3) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source of insurance

## Exclusions

This section does not cover:

### 1. Airside

any legal liability directly or indirectly caused by or contributed to by or arising from any motor vehicle insured under this section while in or on that part of any aerodrome, airfield, airport or military installation provided for:

- a) the takeoff or landing of aircraft or aerial devices or for the movement of aircraft or aerial devices on the ground
- b) aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars

### 2. Defective goods or treatment

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

### 3. Employers' liability

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 if insurance cover in respect of liability for such death or bodily injury is provided as a requirement of any compulsory employers' liability legislation within the **territorial limits**

#### 4. Loading or unloading

death of or bodily injury to any person or damage to property caused or occurring beyond the limits of any road in connection with:

- a) the bringing of the load to any **commercial vehicle** for loading
- b) the taking away of the load from any **commercial vehicle** after unloading by any person excluding the **driver** or attendant of such **commercial vehicle**

#### 5. Loss or damage

- a) loss of or damage to property belonging to or in the custody and control of the **insured person**
- b) damage to premises or to the fixtures and fittings therein which are not **your** property or are occupied by **you** under a lease or rental agreement if such damage is also covered by any other insurance
- c) loss of or damage to property in or on any motor vehicle insured under this section
- d) loss of or damage to any motor vehicle insured under this section

#### 6. Other insurance

any person excluding **you** if that person is entitled to indemnity under any other insurance

#### 7. Pollution or contamination

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 will be deemed to have occurred at the time such incident took place

#### 8. Tool of trade

death or bodily injury to any person or damage to property caused by or arising out of the use of mechanically propelled plant or an attachment of any motor vehicle insured under this section while working as a tool of trade

#### 9. Unlicensed drivers

any claim 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**

#### 10. Wrongful delivery

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.

Exclusion 9 will not apply when any motor vehicle insured under this section is driven under the terms of section 8.

Exclusions 1, 2, 7, 8 and 10 will not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the **territorial limits**.

# Section 2 – Loss of or damage to the vehicle

## Cover

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

Provided that:

- a) any loss or damage caused by theft or attempted theft is reported to the police
- b) the most **we** will pay is:
  - i) in respect of the **vehicle** its **market value** immediately prior to its loss or damage
  - ii) in respect of **accessories** other than **non manufacturer equipment** their **market value** immediately prior to their loss or damage
  - iii) in respect of **accessories** comprising **non manufacturer equipment** its **market value** immediately prior to its loss or damage or the **non manufacturer equipment** limit stated in the schedule whichever is the lesser
- c) if any payment is made on the basis of actual or constructive total loss of the **vehicle** then **we** will become entitled to possession and ownership of the **vehicle** or its remains.

### 2.1 New for old

If any **vehicle** is:

- a) within one year of first registration; and
- b) no more than 3,500 kgs (3.50 tonnes) GVW; and
- c) damaged to the extent that the costs of repairs would exceed 50% of the manufacturer's recommended retail price plus taxes or lost by theft and not recovered

**we** will replace it with a new **vehicle** of the same manufacturer, model and specification

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 **vehicle** or its remains.

### 2.2 Hire purchase and leasing agreements

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

### 2.3 Repairs

**You** may authorise reasonable and necessary repairs without previously obtaining **our** consent.

Provided that:

- a) notification in accordance with claims condition 1 – Accidents is given to **us** without delay; and
- b) a detailed estimate of the costs of repairs is sent to **us** as soon as possible.

### 2.4 Recovery and re-delivery

**We** will indemnify **you** for 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 Great Britain, Northern Ireland, the Isle of Man or the Channel Islands after repair.

## 2.5 Theft or loss of keys

If the keys or any other removable ignition device or lock transmitter for a **vehicle** are:

- a) lost
- b) stolen by forcible and violent means or robbery

**we** will at **your** request pay up to the amount stated in the schedule in respect of any one occurrence for each **vehicle** to replace:

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

Provided that:

- 1) such loss is reported to the police
- 2) any other interested party known to **us** consents
- 3) this indemnity will not exceed the **market value** of the **vehicle** immediately prior to such loss
- 4) **we** will not be liable for the cost of replacing any alarms or other security devices fitted to the **vehicle**.

## 2.6 Courtesy vehicle

In the event of an accident or fire to or recovered theft of **your vehicle** a courtesy vehicle will be provided to **you** while damage to **your vehicle** is being repaired by one of **our** approved repairers.

The courtesy vehicle supplied is not intended to be an exact replacement for **your** vehicle. It will be of standard type up to 3500kgs (3.50 tonnes) GVW and will not include specialised vehicles such as tippers, refrigerated vans or any provision for towing.

In the case of a disabled driver a courtesy vehicle will be provided to a nominated driver (if acceptable). The nominated driver must be an existing driver or otherwise meet **our** acceptance criteria.

Provided that:

- a) a courtesy vehicle will be provided for a maximum period of the duration of the repair except that:
  - i) if **your vehicle** is declared a constructive total loss and is not to be replaced under new for old the courtesy vehicle will be provided to **you** for a maximum of 4 consecutive days from the date **you** collect it or until the date when a Zurich Representative declares **your vehicle** a total loss whichever is the longer
  - ii) if **your vehicle** is to be replaced under new for old the courtesy vehicle will be provided to **you** for a maximum of 4 consecutive days from the date **you** collect the courtesy vehicle
- b) if the courtesy vehicle is not returned or made available for collection at the agreed termination date, **you** will be responsible for all charges (including vehicle hire charges) from that date
- c) **we** will not pay for the cost of fuel used or any fines, penalties or other charges in connection with the use of the courtesy vehicle following its collection by **you**

**We** will provide policy cover in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands for the courtesy vehicle **we** give **you** temporarily after a claim.

A courtesy vehicle cannot be provided until **your** claim has been accepted and cover has been confirmed. **We** aim to provide a courtesy vehicle within 1 working day of the vehicle booking in date however during a weekend or bank/public holiday it may not be possible to provide a courtesy vehicle until the following normal working day.

**We** will not be responsible for any loss, cost or expense **you** incur if there is a delay in providing a courtesy vehicle to **you**.



## Exclusions

This section does not cover:

### 1. Deception

loss or damage caused by deception

### 2. Diminution in value

any diminution in the value of the **vehicle** as a result of any event giving rise to a claim under this section

### 3. Sonic bangs

loss of or damage to the **vehicle** caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds

### 4. Theft when keys used

loss or damage caused by theft or attempted theft while the ignition keys or any other removable ignition device of the **vehicle** have been left in or on such **vehicle**

### 5. Wear and tear, depreciation, loss of use, breakdown or damage to tyres

- a) wear and tear
- b) depreciation
- c) loss of use
- d) mechanical, electrical, electronic or computer breakage, failure or breakdown
- e) damage to tyres caused by braking or by cuts, punctures or bursts.

# Section 3 – Personal effects

## Cover

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

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

## Exclusions

This section does not cover:

### 1. Goods or samples

goods, samples or tools carried in connection with any business

### 2 Money or securities

money, credit, debit or charge cards or stamps, tickets, documents or securities.

# Section 4 – Personal accident

## Cover

If in direct connection with the **vehicle** the **driver** sustains bodily injury by violent, accidental, external and visible means within 3 months of the accident solely and independently of any other cause results in:

- a) death
- b) the complete and irrecoverable loss of one or both eyes
- c) the loss of any arm or leg

**we** will pay to the **driver** or such person's legal representatives the amount stated in the schedule.

Excluding liability in respect of:

- i) any injury or death resulting from suicide, attempted suicide or any deliberate attempt to self-inflict injury
- ii) any one injury to pay more than one of the benefits a), b) or c) above
- iii) paying more than the amount stated in the schedule in respect of any one accident.

# Section 5 – Medical expenses

## Cover

We will pay **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 liability under this section is limited to the amount stated in the schedule in respect of each person injured.

# Section 6 – Territorial limits and foreign travel

## Cover

### 1 Territorial limits

This policy applies in respect of loss or damage occurring within the **territorial limits**.

Provided that in respect of **commercial vehicles**:

- a) with a gross vehicle weight of over 7,000 kgs (7.00 tonnes) GVW
- b) used for hire or reward

the cover under b), c) and d) of the **territorial limits** definition will be that necessary to satisfy the requirements of the compulsory motor insurance legislation applicable in relation to the use of the **vehicle** unless **you** have requested and **we** have agreed to extend cover. For this purpose any exclusions, limitations and conditions of this policy incompatible with those requirements will be ignored.

### 2 Customs duty

We will indemnify **you** against liability for the enforced payment of customs duty where such liability arises directly from loss or damage covered under this policy.

### 3 Other charges

We will indemnify **you** against general average contribution and salvage sue and labour charges incurred during the transportation of the **vehicle** by sea.

Provided that:

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

## Section 7 – Unauthorised use

### Cover

We will indemnify **you** while the **vehicle** is being used or driven by any person without **your** knowledge or consent for any purpose not permitted.

Provided that **you** will 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 8 – Unlicensed drivers

### Cover

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** will not apply in circumstances where a **licence** to drive is not required by law.

Provided that the terms of the **certificate** will otherwise apply.

## Section 9 – Trailers

### Cover

a) Section 1 of this policy applies to any **trailer** or disabled mechanically propelled vehicle while attached to the **vehicle**. Section 1 will also apply to a **trailer** or 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**.

b) Sections 1 and 2 of this policy apply to any **trailer** attached to or detached from the **vehicle** (and not attached to another vehicle) provided that:

- i) such **trailer** has been declared to **us**; and
- ii) **you** have paid or agreed to pay the appropriate additional premium.

The most we will pay in respect of any **trailer** that suffers loss or damage is its **market value** immediately prior to the insured event.

### Exclusions

This section does not cover:

#### 1. Damage

loss or damage to property being carried in or on any **trailer** or disabled mechanically propelled vehicle

#### 2. Towing other than in accordance with the law

any **trailer**, or disabled mechanically propelled vehicle otherwise than in accordance with the law

# Section 10 – Service and repair

## Cover

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

# Section 11 – No claim discount

- a) If no claim arises under this policy during any period of insurance the next renewal premium will be adjusted in accordance with **our** scale of no claim discount applicable at the time of such renewal.
- b) No claim discount to which **you** are entitled will not be disallowed solely because of a claim by **you** under:
  - i) section 2 for breakage of glass in the windscreen windows or sunroof of the **vehicle** or the scratching of bodywork resulting solely and directly from such breakage
  - ii) sub section 2.5 – theft or loss of keys
  - iii) sub section b) of section 9 in respect of loss of or damage to any **trailer**.
- c) If more than one **vehicle** is covered under this policy this section will be applied as if a separate policy has been issued for each **vehicle**.
- d) If **you** have paid or agreed to pay the appropriate premium to protect the no claims discount **you** have earned **your** no claim discount will not be reduced provided that **you** have not made more than 1 claim during the last 3 years.

# Section 12 – Principal's clause

In the event of any claim in respect of which **you** would be entitled to receive indemnity under section 1 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 any costs, charges and expenses in respect thereof.

Provided that **we** have the sole conduct and control of all claims.

# Section 13 – Emergency overnight accommodation or travel expenses

## Cover

We will pay **you** and any person travelling in **your vehicle** necessary overnight accommodation or to travel home if **your vehicle** is stolen or damaged to the extent it is not driveable as a result of an accident covered under this policy.

Provided that the most **we** will pay at **your** request is up to the amount stated in the schedule.

# Section 14 – Uninsured loss recovery service and motor prosecution defence

Lawclub Legal Protection is a trading name of Allianz Insurance plc (*we* or *us* or *our* for the purposes of this section) who underwrite and administer the Uninsured Loss Recovery Service and Motor Prosecution Defence on behalf of Zurich Insurance Group Ltd.

## Lawphone

This section gives the **insured person** telephone access to Lawphone for advice on any commercial legal matter 24 hours a day, 365 days a year. The advice the **insured person** gets from Lawphone will always be according to the laws of Great Britain and Northern Ireland.

Please note that Lawclub may record the calls for the **insured person's**, *our* and Lawclub's mutual protection and Lawclub's training purposes.

Phone: 0370 241 4140

When the **insured person** calls Lawphone they should quote master policy number 24657. The **insured person** will then be asked for a brief summary of the problem and these details will be passed on to an advisor who will return the call.

## How to make a claim

If the **insured person** needs to make a claim under the uninsured loss recovery service or the motor prosecution defence cover, please follow the instructions set out in the Helpline numbers section of this policy.

## How to make a complaint

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

*We* will always confirm to the **insured person** the receipt of the **insured person's** complaint within five working days and do *our* best to resolve the problem within four weeks. If *we* cannot, *we* will let the **insured person** know when an answer can be expected.

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

If the **insured person** has a complaint please contact *our* Customer Satisfaction Manager at:

Lawclub Legal Protection  
2530 The Quadrant  
Aztec West  
Almondsbury  
Bristol  
BS32 4AW  
United Kingdom.

Phone: 0345 0700 886

Email: legalprotection@allianz.co.uk

Using *our* complaints procedure or referral to the Financial Ombudsman Service does not affect the **insured person's** legal rights.

## Important information about reasonable prospects of success

At all times during the **insured person's** 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 the **insured person's** claim that *we* feel it is necessary to consult.

If *we* believe that *reasonable prospects of success* do not exist *we* will end the **insured person's** claim.

If **we** end the **insured person's** claim due to *reasonable prospects of success* no longer existing because the **insured person** has not complied with Condition 1c or 1d of Special conditions **we** will not pay any **costs** incurred during the **insured person's** claim.

If **we** end the **insured person's** 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 the **insured person's** claim.

## Special Definitions

### **Civil case**

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

### **costs**

Where **we** have given **our** written agreement, **we** will pay the following on the **insured person's** behalf.

- The professional fees and expenses reasonably and properly charged by the **legal representative** on the standard basis, up to the Guideline Hourly Rates issued by the Senior Court Costs Office, which the **insured person** cannot recover from the **insured person's** opponent.
- The **insured person's** opponent's legal costs and expenses incurred in a Civil Case which the **insured person** is ordered to pay by a court or which the **insured person** pays to the **insured person's** opponent with **our** written agreement.

**We** will only pay **costs** which are necessary and in proportion to the value of the **insured person's** 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 the **insured person's** claim, **we** will have those **costs** assessed in accordance with Special condition 3f of this Section.

### **Damages**

Money that a court says the **insured person's** opponent must pay to the **insured person** or money the **insured person's** opponent agrees to pay to the **insured person** to settle the **insured person's** legal action.

### **Legal representative**

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

### **Reasonable prospects of success**

There are reasonable prospects of success if, at all times during the **insured person's civil case** against the **insured person's** opponent, it is more likely than not that:

- a court would:
  - i) decide the legal action under the 'Uninsured loss recovery service' in the **insured person's** favour (this includes making a successful appeal or successfully defending an appeal following a decision made in respect of the **insured person's** claim by a court); or
  - ii) award the **insured person** a more favourable settlement than has already been offered by the **insured person's** opponent;

and

- if the **insured person** is seeking damages from the **insured person's** opponent, the **insured person** will recover them.

**We** explain in more detail how **we** will decide if the **insured person's** 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 the **insured person's** legal action and have been reasonably incurred by the **legal representative** and the **insured person's** opponent.

### **We, us, our**

Lawclub Legal Protection.

## The cover

This section provides the cover described under **Uninsured loss recovery service** and **Motor prosecution defence**. In addition to the terms described within these sections, the Special exceptions and the Special conditions apply to all sub-sections of this section.

### Uninsured loss recovery service

**We** will pay the **costs we** have agreed to of the **insured person** taking legal action against his or her opponent for damages arising from an accident involving the **insured person's vehicle** that:

- **We** and the **legal representative** agree is not the **insured person's** fault; and
- was caused by the **insured person's** opponent; and
- causes:
  - i) the **insured person's** death or bodily injury whilst the **insured person** is in, on or getting into or out of the **vehicle**; or
  - ii) damage to the **vehicle**; or
  - iii) damage to property the **insured person** owns or is 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 the **insured person's** legal action.

**We** will provide this cover as long as:

- the accident happened within the **territorial limits** and during the period of insurance shown in the Certificate of Insurance; and
- the legal action will be decided by a court within the **territorial limits**; and
- **We** have given **our** written agreement to the **insured person** making or defending an appeal following a decision by a court in respect of the **insured person's** legal action; and
- **reasonable prospects of success** exist.

The most **we** will pay for all claims arising out of the same accident involving the **insured person's vehicle** is £100,000.

### Motor prosecution defence

**We** will pay the **costs we** have agreed to of the **insured person** defending criminal proceedings being brought against the **insured person** arising from the **insured person's** ownership or use of the **vehicle**.

The cover provided by this section also includes the **costs** of making an appeal against the **insured person's** conviction or sentence by a court.

**We** will provide this cover as long as:

- the event giving rise to the criminal proceedings happened within the **territorial limits** and during the period of insurance shown in the Certificate of Insurance; and
- the criminal proceedings will be decided by a court within the **territorial limits**; and
- **We** have given **our** written agreement to the **insured person** making an appeal against the **insured person's** conviction or sentence by a court.

The most **we** will pay for all claims arising from the same criminal proceedings is £100,000.

### Special exceptions

In addition to the General Exceptions of this policy the following Special exceptions apply to this section.

**We** will not provide cover for the following:

- 1 any claim which the **insured person** reports to **us** more than six months after the:
  - date the **insured person** first knew, or should have known, that criminal proceedings were to be brought against the **insured person**; or
  - accident involving the **insured person's vehicle**



- 2 any *costs*:
  - incurred before **we** have accepted the **insured person's** claim in writing and appointed the *legal representative*
  - **we** have not agreed to in writing
  - the **insured person** has paid directly to the *legal representative* or any other person without **our** permission
  - relating to an appeal following a decision by a court in respect of the **insured person's** legal action against the **insured person's** opponent unless **we** and the *legal representative* agree that *reasonable prospects of success* exist
  - that the court orders the **insured person** to pay to the **insured person's** opponent at the end of a *civil case* on anything other than the standard basis. This will normally be because of the **insured person's** improper or unreasonable conduct during the legal action
- 3 any money that the **insured person** has to pay under a contract he or she has with the *legal representative* where the amount of that money is determined by the amount of:
  - legal costs and expenses incurred by the *legal representative* in respect of the **insured person's** claim; or
  - damages the **insured person** receives from the **insured person's** opponent.

These types of contracts are normally referred to as either conditional fee agreements or damages based agreements
- 4 driving while under the influence of drink or drugs
- 5 a claim for an event which is not covered under the **insured person's** current motor insurance policy for his or her **vehicle**
- 6 any fines or other penalties awarded against the **insured person** by a court or tribunal
- 7 any dispute arising from:
  - 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
  - any other challenge to any existing or proposed legislation
- 8 the **vehicle** being used for racing, rallying, speed testing, speed trials, off-road events or driven on a motor sports circuit
- 9 any Value Added Tax that is payable on the *costs* incurred which the **insured person** can recover from elsewhere
- 10 any claim where it is clear from the information available relating to the claim that it has arisen from the **insured person's** deliberate or reckless action
- 11 any actual or potential prosecution or accident that the **insured person** was aware of, or should have been aware of, before the cover under this section started
- 12 parking offences which the **insured person** does not get points on his or her licence for
- 13 any claim arising out of a contract the **insured person** has with another person or organisation
- 14 any claim where the **insured person** does not have a valid:
  - motor insurance policy that covers the **vehicle**; or
  - MOT certificate or taxation for the **vehicle** where either of these are required by law; or
  - driving licence
- 15 any criminal proceedings against the **insured person** that would be covered under the **insured person's** motor insurance policy for the **vehicle**
- 16 any award of costs made against the **insured person** by a court following criminal proceedings
- 17 disputes between the **insured person** and *us*.

## Special conditions

In addition to the conditions described in the Policy Conditions other than the Arbitration condition, the following Special conditions apply to this section.

The **insured person** must keep to the conditions to have the full protection of his or her policy. If the **insured person** does not and the condition the **insured person** has not kept to relates to a claim the **insured person** has made, **we** may refuse the claim or withdraw from any current claim. If the **insured person** does not keep to Special condition 1c, 1d or 1e below **we** will recover any **costs** from the **insured person** that **we** have paid or incurred in respect of the **insured person's** legal action unless **we** agree to appoint another **legal representative** to continue the **insured person's** claim.

### 1 The insured person must:

- a) make their claim within six months of the date that the event, or series of events, which gave rise to the dispute or criminal proceedings first occurred
- b) not appoint a **legal representative** to represent them in their legal action
- c) at all times throughout their legal action give the **legal representative** and **us** a complete, accurate and truthful account of all of the circumstances that are relevant to the **insured person's** legal action that the **insured person** is aware of, or should have been aware of. This will include details of any agreement between the **insured person** and any other person or organisation. The **insured person** and anyone acting on the **insured person's** behalf, must not knowingly give any false, fraudulent, exaggerated or incorrect statement or document to the **insured person's legal representative** or to **us**
- d) follow the advice of, and co-operate fully with, the **legal representative** and **us** at all times during the **insured person's** legal action. This will include attending all court hearings or other appointments that the **legal representative** asks the **insured person** to attend
- e) not withdraw their claim from the **legal representative** without the written agreement of **us** and the **legal representative**
- f) get **our** written agreement before making or defending an appeal against the decision of a court in respect of the **insured person's** legal action
- g) instruct the **legal representative** to take all reasonable steps to recover **costs** from the **insured person's** opponent and pay them to **us**. If the **insured person** does not do this, **we** will have the right to reduce the amount that **we** pay under this section to the amount that the **insured person's costs** would have been if the **insured person** had instructed the **legal representative** to take all such reasonable steps
- h) instruct the **legal representative** to keep to Special condition 2 below.

### 2 The legal representative must:

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

### 3 We will have the right to do the following:

- a) appoint the **legal representative** in the **insured person's** name and on the **insured person's** behalf
- b) take over and conduct, in the **insured person's** name, any claim or proceedings:
  - before a **legal representative** has been appointed; or
  - that are necessary to recover **costs** that **we** have paid in respect of the **insured person's** legal action

- c) contact the **legal representative** at any time and have access to all statements, opinions, reports or any other documents relating to the **insured person's** legal action
- d) appoint a barrister or other legally qualified advisor or expert appropriate to the **insured person's** legal action and ask for his or her opinion on the value of the **insured person's** legal action and whether **reasonable prospects of success** exist
- e) end the **insured person's** claim if, at any time during the **insured person's** legal action **reasonable prospects of success** no longer exist. If, after **we** end the **insured person's** claim, the **insured person** continues the legal action and gets a better settlement than **we** expected, **we** will pay the **insured person's costs** which the **insured person** 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 the **insured person's** 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 other competent party. **we** will not pay any more than the **costs** that are determined as reasonable by the assessment
- g) settle the **insured person's** claim by paying the amount in dispute. If **we** do this **we** will not pay any **costs** incurred after the date that **we** tell the **insured person**, and any **legal representative**, that **we** have decided to settle the **insured person's** claim. (This will not apply where legal proceedings have begun in a court before the date **we** decide to settle the **insured person's** 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 the **insured person's** legal action.

#### 4 Your agreements with others

**We** will not be bound by any agreement between the **insured person** and the **legal representative** or the **insured person** and any other person or organisation.

#### 5 Other insurances and cover

If the **insured person** has another insurance policy, service contract or membership that provides cover for a claim the **insured person** has made under this Section, **we** will only pay **our** share of the **costs** of the claim.

#### 6 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**.

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

The **insured person** can also choose the **legal representative** if a conflict of interest arises which means that **our** chosen **legal representative** cannot act for **insured person** because of his or her professional rules of conduct.

The **insured person** must send the name and address of his or her chosen **legal representative** to **us**. If **we** agree to appoint the **insured person's** chosen **legal representative**, he or she 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 the **insured person's** chosen **legal representative** reach over the **costs** that **we** will pay.

If there is any dispute about the **insured person's** choice of **legal representative** that the **insured person** and **we** cannot resolve, the matter will be settled using the procedure in Special condition 7 Disputes.

When choosing the **legal representative** the **insured person** must remember his or her duty to keep the **costs** of any legal proceedings as low as possible.

#### 7 Disputes

If there is a dispute between the **insured person** and **us** the matter may be referred to an arbitrator, who will be a solicitor, barrister or other suitably qualified person the **insured person** and **we** agree to. If the **insured person** and **we** cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either the **insured person** or **us**, the arbitrator will decide how the **insured person** and **we** will share the costs. If the arbitrator decides that the **insured person** must pay some, or all, of the costs of the arbitration, those costs will not be covered by this section.

## 8 Cancellation

The Cancellation condition in the Policy Conditions applies to this Section. If the policy is cancelled, this section will also be cancelled from the same date.

## 9 Law and Language of this Section

Unless **we** agree otherwise:

- a) the language of this section and all communications relating to it will be in English;
- b) English law will apply to this section.

## 10 Fraud

If the **insured person** or anyone acting on the **insured person's** behalf makes a claim which is in any way false or fraudulent or supports a claim with any false or fraudulent document, device or statement, including exaggerating the circumstances of the **insured person's** claim, the **insured person** will lose all rights under this section and all cover will cease. In such circumstances, **we** will recover any sums from the **insured person** that **we** may have already paid, or agreed to pay, under this section. If the false, fraudulent or exaggerated claim is made or supported by the **insured person** or organisation that has taken out this section, **we** will also cancel the section and keep the premium paid.

## 11 Rights of parties

A person or company who is not a party to this Section has no right under the Contracts (Rights of Third Parties) Act 1999 or any replacement legislation, to enforce any term of this Section, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### Financial Services Compensation Scheme

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

### Data Protection

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

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

### How we will use your data

- **We** may use your data for the following purposes:
- insurance administration, including claims processing and payment;
- making decisions on whether to provide insurance cover;
- prevention and investigation of crime, including fraud and money laundering; and
- compliance with legal and regulatory requirements.

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

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

### Who do we share data with?

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

To check the information provided, and to detect and prevent fraudulent claims, information (including details of any injuries) may be put on registers of claims and shared with other insurers. **We** may search these registers to detect and prevent fraud.

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

## **Access to your personal information**

Individuals have the right to request a copy of the personal data that is held about them, and to ask for any inaccuracies to be corrected (for a small charge). Please contact **our** Customer Satisfaction Manager at Lawclub Legal Protection, 2530 The Quadrant, Aztec West, Almondsbury, Bristol BS32 4AW or e-mail: [legalprotection@allianz.co.uk](mailto:legalprotection@allianz.co.uk).

Lawclub Legal Protection is a trading name of Allianz Insurance plc (Registered in England No 84638).

Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.

Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 121849.

Lawclub Legal Protection trading address: 2530 The Quadrant, Aztec West, Almondsbury, Bristol, BS32 4AW.

# General exclusions

This policy does not cover:

## 1. Contractual liability or liquidated damages

any liability assumed by **you** by agreement which would not have attached in the absence of such agreement and any indemnity in respect of liquidated damages or under any penalty clause

## 2. Earthquake or riot

any accident, death, bodily injury or damage to property except under section 1 arising during or in consequence of:

- a) earthquake occurring outside 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
  - ii) outside Great Britain, the Isle of Man, the Channel Islands or any other member of the European Union

## 3. Lessor negligence

the owner of a **vehicle** leased to **you** where liability is caused by the negligence of such owner or the servants or agents of such owner

## 4. Nuclear and war risks, government or public authority order and sonic bangs

death, injury, disablement or loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation, nuclear reactor** or other nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes excluding nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes

e) except so far as is necessary to meet the requirements of the compulsory motor insurance legislation in the country in which the insured event occurs:

- i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
- ii) nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority

f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

## 5. Unauthorised use

any claim while the **vehicle** 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 exclusion will not apply to claims under section 10

## 6. Unlicensed drivers

any claim while the **vehicle** 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 exclusion will not apply to claims under section 8.

# General conditions

The following conditions apply to the whole policy except where stated otherwise. Other special conditions that may be applicable to a section of cover will be set out in the section of cover.

## 1. Additional or replacement vehicles

No cover applies under this policy for additional or replacement vehicles until **we** have been notified of such additional or replacement vehicle.

## 2. Alteration

**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 general condition 7 – Fair presentation of the risk but only with effect from the date of the change in circumstances or material facts.

## 3. Arbitration

This condition does not apply to section 14.

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 prior to the arbitrator having reached a decision.

## 4. Cancellation

If **you** decide **you** do not want to accept this policy or any subsequent renewal of it **you** must tell **us** within 14 days of receiving the policy or renewal notice.

If this policy is to be cancelled at any other time **you** must tell **us** immediately.

**We** will charge **you** on a pro rata basis for the time **we** have been on cover subject to a minimum premium of £50 plus insurance premium tax (IPT).

**We** will not refund any premium if **we** have paid a claim or one is outstanding when this policy is cancelled. Where a claim is submitted after the policy has been cancelled **we** will deduct the amount of any premium returned to **you** following the cancellation from any claim payment **we** may make to **you**.

If **you** are paying by instalments and **you** have made a claim **you** must still pay **us** the balance of the full annual premium. If **you** do not do this **we** may take the balance of any outstanding premium from any claim payment **we** are making to **you** subject to the Consumer Credit Act 1974 if it applies.

## 5. Cancellation notice

**We** have the right to cancel this policy or any section or part of it by giving 14 days notice in writing to **your** last known address.

**You** will be entitled to a pro rata return of premium from the date of cancellation.

**We** will not refund any premium if **we** have paid a claim or one is outstanding when the policy is cancelled. Where a claim is submitted after the policy has been cancelled **we** will deduct the amount of any premium returned to **you** following the cancellation from any claim payment **we** may make to **you**. If **you** are paying by instalments and **you** have made a claim **you** must still pay **us** the balance of the full annual premium. If **you** do not do this **we** may take the balance of any outstanding premium from any claim payment **we** are making to **you**.

## 6. 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 this policy each year and continue to collect premiums using this method. **We** may vary the terms of this policy including the premium at renewal. If **you** decide that **you** do not want **us** to renew this policy provided **you** tell **us** or **your** broker or insurance intermediary before the next renewal date **we** will not renew it.

## 7. 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.

## 8. Fraudulent claims

This condition does not apply to section 14.

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.

## 9. Isle of Man law

Where this policy has been entered into in the Isle of Man it is subject to the laws of such Isle and in respect of occurrences in such Isle may be subject to any provision for arbitration contained in this policy be enforced by proceedings taken in the courts of such Isle. In the event of arbitration under this policy in respect of any occurrence in the Isle of Man such arbitration will be held in such Isle.

## 10. Joint insured

If **you** comprise more than one party **we** will indemnify each party as though a separate policy had been issued to each of them.

Provided that the total amount of indemnity to all such parties will not exceed the limit of indemnity stated in this policy.



### 11. 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** will be conditions precedent to any liability of **us** to make any payment under this policy. Upon proof of breach of this condition **we** will 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**.

### 12. Payment by instalments

Where **we** refer in this policy to the payment of premiums this will include payment by monthly instalments. If **you** pay by this method this policy remains an annual contract. The date of payment and the amount of the instalment are governed by the terms of the credit agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 if it applies the credit agreement and this policy will be cancelled immediately.

### 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. Vehicle maintenance

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

### 15. Vehicle security

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

# Claims conditions

The following conditions apply to the whole policy except where stated otherwise.

## 1. 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.

## 2. Claims notification abroad

To notify a claim abroad please call or fax Intana (acting on behalf of Zurich Insurance Group plc). Intana's contact details are in the Helpline numbers section of this policy.

Intana will arrange for the vehicle to be taken to a suitable repairer or recovered to the UK. It is important that you do not give instructions, either verbally or in writing to the garage where your vehicle has been taken for repair. Zurich or their appointed representatives will give the appropriate authorisation.

If you have to leave your vehicle at a garage following an accident, please ensure that you leave the log book (if available) and keys with the garage. Failure to do this could cause lengthy delays in the repatriation of your vehicle.

You should not leave any valuables in the vehicle. Do not leave any article in the vehicle that you need to declare to customs. This could delay repatriation.

If you have arranged separate European breakdown or recovery and you use this facility to have your vehicle brought back to the UK, you must report this to your broker or Zurich. You must also report the name and address of the garage in this country to which the vehicle has been or will be taken.

## 3. Claims procedure

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

**We** will 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 bring any claim in the name of such person. **We** or a solicitor appointed by **us** will have full discretion in the conduct of any proceedings and in the settlement of any claim and will 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** will not be liable to pay more than **our** rateable proportion.

Provided that nothing in this condition will impose on **us** any liability from which **we** would have been relieved by paragraph b) of the cover to section 1 or exclusions 5 b) and 6 to section 1.

## 5. 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 **we** may at any time pay **you** the amount of the indemnity provided by this policy after deduction of any sum already paid as compensation or any lesser amount for which such claim may be settled and from the date such payment is made **we** will relinquish control of the negotiations and legal proceedings in connection with such claim. From the date of such payment **we** will be under no further liability in connection with such claim except for costs and expenses incurred with **our** written consent prior to the date of such payment.

# Our complaints procedure

Not applicable to section 14

## Our commitment to customer service

We are committed to providing a high level of customer service. If **you** do not feel we have 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 an immediate response to **your** satisfaction.

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

## Most complaints can be resolved within 3 business days

If **we** can resolve **your** complaint to **your** satisfaction within 3 business days **we** will do so and **we** will write to **you** to confirm. (A business day is defined as Monday to Friday, but excluding bank holidays.)

## Complaints that take longer than 3 business days to resolve

If **we** have not been able to resolve **your** complaint to **your** satisfaction within 3 business days, **we** will keep **you** updated with progress and provide **you** with **our** decision as quickly as possible. This will be in the form of a final decision letter from **our** Customer Relations Team.

## Next steps if you are still unhappy

If **you** are not happy with the outcome of **your** complaint, **you** can ask the Financial Ombudsman Service to review **your** case. **You** will need to contact them within 6 months of the date of **our** final decision letter.

**You** can also ask the ombudsman to review **your** case if **we** have not provided **you** with a final decision within 8 weeks of receiving **your** complaint.

The ombudsman can help with most complaints if **you** are:

- a consumer
- a business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed €2 million
- a charity with an annual turnover of less than £1 million
- a trustee of a trust with a net asset value of less than £1 million.

If **you** are unsure whether the ombudsman will consider **your** complaint or for more information please contact the ombudsman directly, or visit <http://www.financial-ombudsman.org.uk>

The service they provide is free and impartial. They can be contacted 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)

Website: <http://www.financial-ombudsman.org.uk>

## 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.



**CommunityMark**  
developed by Business in the Community

Intana is a trading name of Collinson Insurance Services Ltd Reg. No. 00758979. Registered in England & Wales Registered Office Cutlers Exchange, 123 Houndsditch, London EC3A 7BU. Collinson Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority – registration number 311883.

**Santia Consulting Ltd**

Santia House, Parc Nantgarw, Cardiff, CF15 7QX.  
Registered in England & Wales, Company No. 07511553.

**Zurich Insurance plc**

A public limited company incorporated in Ireland. Registration No. 13460.  
Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.  
UK Branch registered in England and Wales Registration No. BR7985.  
UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.  
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.

© Copyright – Zurich Insurance plc 2017. All rights reserved. Reproduction, adaptation, or translation without prior written permission is prohibited except as allowed under copyright laws.

