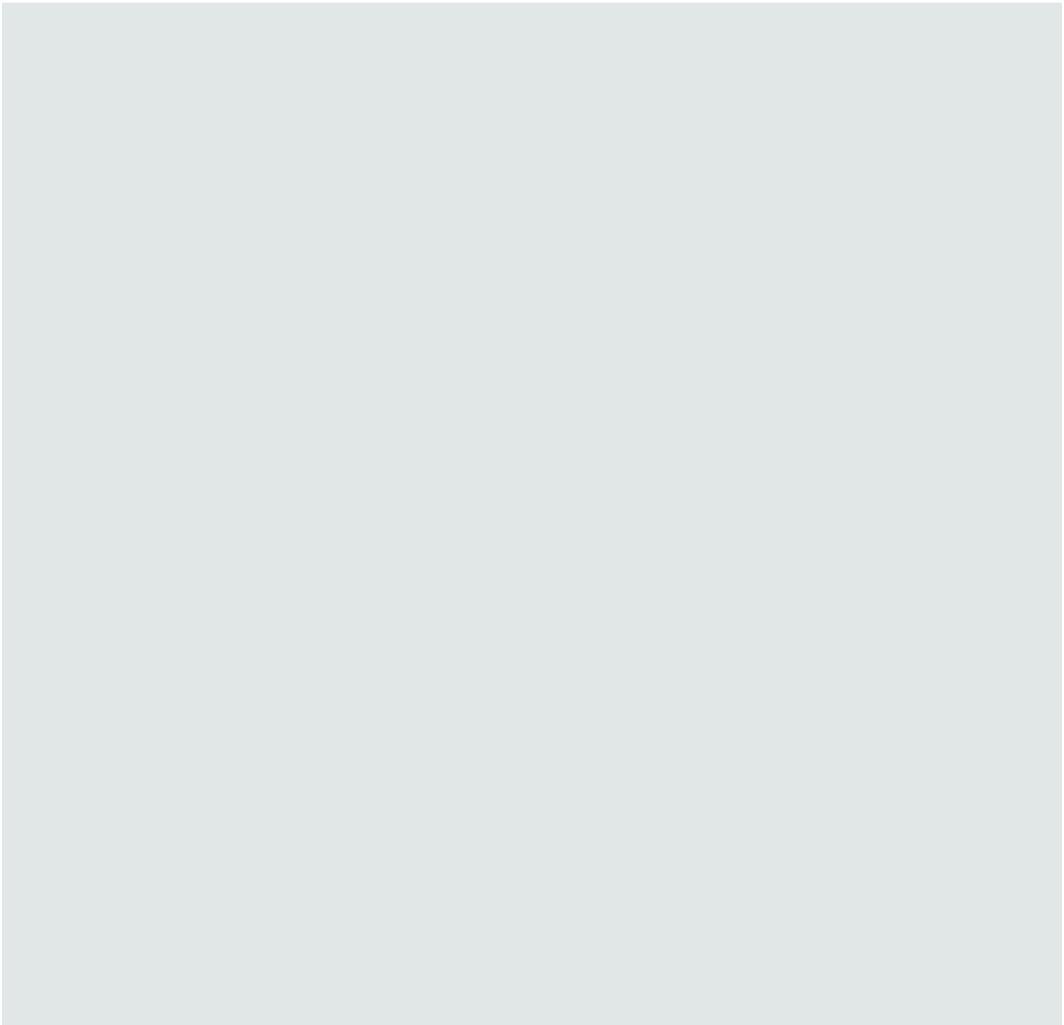


# Small Fleet

## Policy document



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# A warm welcome to Zurich

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Thank *you* for taking out *your* Small Fleet insurance policy with *us* and welcome to Zurich Insurance plc.

Zurich Insurance plc is a member of a group of companies of which the ultimate parent company is Zurich Insurance Group Ltd, a company registered in Switzerland (Zurich). Zurich has a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 60,000 people serving customers in more than 170 countries.

At Zurich *we* have *your* future in mind and look forward to working closely with *you*.

[www.zurich.co.uk](http://www.zurich.co.uk)

# Your Small 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.

## 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.

## 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)

## 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.

### 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.

# 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 *italic*.

## **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 nature

directly 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.

## 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.

### 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

- 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 value the opportunity to look into any concerns *you* may have with the service we have provided and we are committed to handling all complaints fairly, consistently and promptly.

## **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*.

If *we* cannot resolve *your* complaint straight away *we* will aim to resolve *your* concerns as soon as possible and *we* will keep *you* informed of progress while *our* enquiries are continuing.

The majority of complaints *we* receive are resolved within four weeks of receipt.

## **The Financial Ombudsman Service (ombudsman)**

If *we* are unable to resolve *your* complaint to *your* satisfaction within eight weeks or if *you* remain dissatisfied following receipt of *our* final response letter *you* may be able to ask the ombudsman to formally review *your* case. *You* must contact the ombudsman within six months of *our* final response.

The ombudsman contact details are as follows:

Financial Ombudsman Service  
Exchange Tower, London E14 9SR

*You* can telephone for free on:

08000 234 567 for people phoning from a "fixed line" (for example a landline at home)

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

or e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

This is a free and impartial service and *you* are entitled to contact the ombudsman at any stage of *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.financialombudsman.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.



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

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