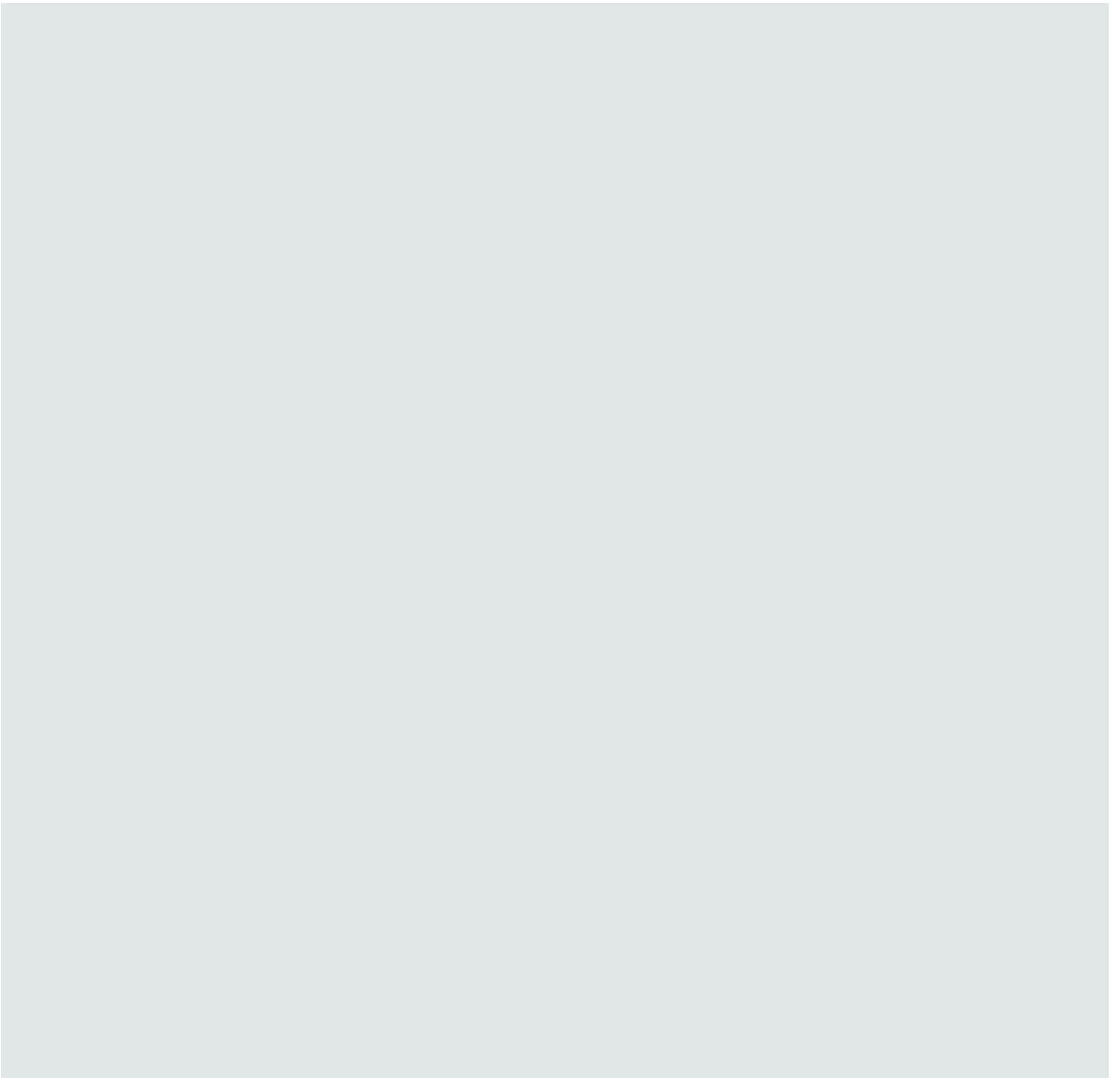


# Commercial Car

## Policy document



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# How we use your information

## Not applicable to Section 12

### Who controls your personal information

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

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

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

### What personal information we collect about you

We will collect and process the personal information that you give us by phone, e-mail, filling in forms, including on our website, and when you report a problem with our website. We also collect personal information from your appointed agent such as your trustee, broker, intermediary or financial adviser in order to provide you with the services you have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. We will also collect information you have volunteered to be in the public domain and other industry-wide sources.

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

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

### How we use your personal information

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

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

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

### Who we share your personal information with

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

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

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

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

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

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

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

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

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

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

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

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

### **Your data protection rights**

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

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

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

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

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

### **Fraud prevention and detection**

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

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

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

## Claims history

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

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

This helps to check information provided and prevent fraudulent claims.

## Motor Insurance Database

Information relating to your insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory or authorised bodies including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

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

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

Persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

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

# 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 plc).

Telephone: first dial the appropriate international code to the UK, then +1444 442 900.

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.

# Your Commercial Car policy

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

This policy and all schedules, endorsements and *certificates* 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 are for ease of reference only and do 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, Northern Ireland, Scotland, 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 and all schedules, endorsements and *certificates* carefully and if they do not meet *your* needs return them to *us* or *your* broker or insurance intermediary.

# Definitions

Certain words in this policy have special meanings. These meanings are given below or defined at the beginning of the appropriate section and apply wherever the words appear in *italics*.

## **Accessories**

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

excluding electronic equipment temporarily sited in and removable from the *vehicle* being powered from a cigarette lighter / accessory socket.

## **Business Partner**

Any person in business with *you* under the terms of a partnership agreement whether express or implied under legislation.

## **Car**

Any private car, estate car or utility car.

## **Certificate**

The current certificate 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**

- 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 always 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*.

## **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**

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 schedule
- 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**

The use or threat of action where:

- 1 the action:
  - a) involves serious violence against the person
  - b) involves serious damage to property
  - c) endangers a person's life, other than that of a person committing the act
  - d) creates a serious risk to health and safety of the public or a section of the public
  - e) is designed seriously to interfere with or seriously to disrupt an electronic system;

and

- 2 the use or threat is designed to influence the Government or to intimidate the public or a section of the public; and
- 3 the use or threat is made for the purpose of advancing a political, religious or other ideological cause.

## **Trailer**

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

## **Vehicle**

Any vehicle which is insured under this 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 outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

## **We, Us or Our**

Zurich Insurance plc (This meaning does not apply to section 13).

## **You or Your**

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

# 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 and 4 do not apply.

## **Third Party Only**

Sections 2, 3 and 4 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 other than 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

- i) fire, lightning, self ignition or explosion
- ii) 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

## The cover

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

### 1 Third Party Indemnity

the *insured person* when liability is caused by or arises out of the use of the *vehicle*

### 2 Third Party Contingency Cover

*you* alone when liability is caused by or arises out of the use of or in connection with any motor vehicle whilst being used in connection with *your* business.

Provided always 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 is also covered by any other insurance then notwithstanding general condition 4 we will not be liable to make any contribution to such claim.
- d) motor vehicle does not include any vehicle registered outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

### Third Party Indemnity Limit

Provided always that the indemnity under sub-sections 1 and 2 above in respect of:

- a) any claim arising directly or indirectly from *terrorism* shall be limited to £5,000,000; or
- b) damage to property caused by any *vehicle* shall be limited to £45,000,000 plus up to £5,000,000 in respect of legal costs and expenses in connection with such damage

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 series of accidents arising out of one event.

### 3 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.

### 4 Legal Costs

We will pay costs incurred with *our* written consent for:

- a) representation at any court of summary jurisdiction or at any coroner's inquest or fatal inquiry
- b) defending a charge of causing serious injury by dangerous driving, manslaughter, causing death by dangerous driving, causing death by careless driving or any equivalent local charge within the *territorial limits*

- c) all other costs and expenses incurred

in respect of any event which may be the subject of indemnity under this section.

## Exclusions

This section does not cover:

### 1 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*

### 2 Other Insurance

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

### 3 Loss or Damage

- a) loss of or damage to 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 and/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 the *vehicle*
- d) loss of or damage to the *vehicle*

### 4 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*

### 5 Airside

any legal liability 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 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

### 6 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.

Exclusion 1 will not apply when the *vehicle* is driven under the terms of section 7.

Exclusions 5 and 6 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

## The cover

- 1** We will indemnify *you* against loss of or damage to the *vehicle* and *accessories* on the *vehicle* provided always that
- any loss or damage caused by theft or attempted theft is reported to the police
  - this indemnity will not exceed the market value of the *vehicle* immediately before such loss or damage
  - 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 New for Old**

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

- damaged to the extent that the costs of repairs would exceed 50% of the manufacturer's recommended retail price plus taxes
- lost by theft and not recovered

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

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

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

## **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 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.

## **4 Repairs**

*You* may authorise reasonable and necessary repairs without previously obtaining *our* consent, provided always that notification in accordance with general condition 2 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**

*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.

## **6 Theft of Keys**

If the keys or any other removable ignition device or lock transmitter for a *vehicle* are stolen by forcible and violent means or robbery *we* will at *your* request pay up to a maximum of £500 in respect of any one occurrence for each *vehicle* to replace:

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

Provided always that:

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

## **7 Courtesy Cars**

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

The courtesy car supplied is not intended to be an exact replacement for *your vehicle*. It will not be of the exact same class as *your vehicle* and will not include any provision for towing.

In the case of a disabled driver a courtesy car 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 courtesy car will be provided for a maximum period of the duration of the repair except that:
  - if *your vehicle* is declared a constructive total loss and is not to be replaced under new for old the courtesy car 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
  - if *your vehicle* is to be replaced under new for old the courtesy car will be provided to *you* for a maximum of 4 consecutive days from the date *you* collect the courtesy car
- if the courtesy car 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
- 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 car 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 car *we* give *you* temporarily after a claim.

A courtesy car cannot be provided until *your* claim has been accepted and cover has been confirmed. We aim to provide a courtesy car 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 car 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 car to *you*

## Exclusions

This section does not cover:

### 1 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

### 2 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

### 3 Diminution in Value

any diminution in the value of the *vehicle*

### 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 Deception

loss or damage caused by deception.

## Section 3 – personal effects

### The cover

We will at *your* request provide indemnity up to a maximum of £100 for any one occurrence in respect of loss of or damage to personal effects whilst in or on the *vehicle*.

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

### Exclusions

This section does not cover:

- 1 money, credit, debit or charge cards or stamps, tickets, documents or securities
- 2 goods samples or tools carried in connection with any business.

## Section 4 – medical expenses

### The 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 £150 in respect of each person injured.

## Section 5 – territorial limits and foreign travel

### The cover

- 1 This policy applies in respect of accidents occurring within the *territorial limits*.
- 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 by 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 always that:
  - a) such *vehicle* is covered against loss or damage by this policy
  - b) the contribution relates to the value of such *vehicle*.

## Section 6 – unauthorised use

### The 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 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 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 always that the terms of the *certificate* will otherwise apply.

## Section 8 – trailers

### The cover

- 1 Section 1 of this policy applies to any *trailer* or disabled mechanically propelled vehicle while attached to the *vehicle*
- 2 Sections 1 and 2 of this policy apply to any *trailer* attached to or detached from the *vehicle* provided:
  - a) such *trailer* has been declared to *us*; and
  - b) *you* have paid or agreed to pay the appropriate additional premium.

### Exclusions

This section does not cover:

- 1 any *trailer* or disabled mechanically propelled vehicle being towed otherwise than in accordance with the law
- 2 loss of or damage to property being carried in or on any *trailer* or disabled mechanically propelled vehicle
- 3 loss of or damage to the towed disabled mechanically propelled vehicle
- 4 any *trailer* attached to a vehicle other than the *vehicle*
- 5 loss or damage in excess of the market value of the *trailer* immediately before such loss or damage.

## Section 9 – service and repair

### The 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 10 – no claim discount

- 1 If no claim arises under this policy during any period of insurance the next renewal premium will be reduced in accordance with *our* scale of no claim discount applicable at the time of such renewal.
- 2 No claim discount to which *you* are entitled will not be disallowed solely because of a claim by *you* under:
  - a) 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
  - b) sub section 6 of section 2 for theft of keys.
- 3 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*.

## Section 11 – rebate for laying up

When *we* have been advised that the *vehicle* is to be laid up and out of use, other than as a result of loss or damage covered by this policy, this policy, other than section 2, will be suspended from the date of receipt by *us* of the current *certificate*. *We* will allow an appropriate return of premium at the end of the period of suspension.

## 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/or any costs charges and expenses in respect thereof.

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

# Section 13 – uninsured loss recovery service and motor prosecution defence

We agree to cover *you* under the terms and conditions of this section provided always that:

- a) the premium has been paid
- b) the event giving rise to the claim happened within the *territorial limit* and within the *period of insurance*; and
- c) the claim will be decided by the court within the *territorial limit*.

## Definitions

Certain words in this section have special meanings. These meanings are given below and apply wherever the words appear in *italics* throughout this section.

### **We, Us, Our**

Lawclub Legal Protection, part of Allianz Insurance plc.

The uninsured loss recovery service and motor prosecution defence cover is underwritten and administered by Lawclub Legal Protection, part of Allianz Insurance plc.

### **You, Your**

- a) The person or organisation named in the schedule and any partners, directors and employees;  
and
- b) Any person authorised by *you* to drive or be a passenger in or on an *insured vehicle*.

### **Insured Vehicle**

The motor vehicles shown in the schedule which *you* own or are legally responsible for. This also includes any caravan or trailer attached to *your* motor vehicle.

### **Legal Representative**

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

### **Costs**

Under this section we will pay the following on *your* behalf.

- a) The professional fees and expenses reasonably and properly charged by the *legal representative*, up to the standard rates set by the courts and which *you* cannot recover from *your* opponent.
- b) *Your* opponent's costs which *you* are ordered to pay by a court or tribunal.

We will only pay costs which we consider are necessary and in proportion to the value of *your* claim.

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

The most we will pay for all claims arising from one event is £100,000.

### **Territorial Limit**

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, Andorra, Austria, Belgium, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, the Netherlands, Norway, Poland, Portugal, the Republic of Ireland, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland and Turkey.

### **Period of Insurance**

The period shown in the schedule.

## The cover

### **1 Accident Loss Recovery and Injury**

We will pay the costs of *you* taking legal action as a result of any road accident which causes the following:

- a) *your* death or bodily injury while *you* are in or getting into or out of the *insured vehicle*
- b) damage to the *insured vehicle*
- c) damage to property which *you* own or are legally responsible for and which is in or on the *insured vehicle*.

Provided always that:

- i) the claim is not covered under any other insurance policy and
- ii) there is a reasonable chance of recovering damages.

### **Exclusions to Cover 1 Accident Loss Recovery and Injury**

We will not provide cover for:

- 1) any claim arising out of a contract *you* have with another person or organisation
- 2) a claim for an event which is not covered under *your* current motor insurance policy.

### **2 Motor Prosecution Defence**

We will pay the costs of defending *your* legal rights after any event which results in the following:

- a) criminal proceedings being brought against *you* for an offence relating to *you* owning or using an *insured vehicle*.
- b) a hearing about withdrawing, restricting or suspending the *insured person's licence* (other than a hearing arising due to a commercial decision made by *you*).

Provided always that the alleged criminal act happened within the *period of insurance*.

### **Exclusions to Cover 2 Motor Prosecution Defence**

We will not provide cover for:

- 1 driving while under the influence of drink or drugs
- 2 driving without insurance

- 3 parking offences for which *you* do not get points on *your* licence
- 4 any offence which would be covered under any other section of this policy.

## Exclusions to the whole of section 13

We will not provide cover for:

- 1** any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise interpret or deal with any date change
- 2** any fines or penalties
- 3** any application for a judicial review
- 4** the *insured vehicle* being used for racing rallies or competitions
- 5** disputes between *you* and *us*
- 6** *costs* we have not agreed to in writing
- 7** any *costs* covered by another insurance policy
- 8** *costs* *you* have paid directly to the *legal representative* or any other person without *our* permission
- 9** any VAT which *you* can recover from elsewhere
- 10** claims directly or indirectly caused by contributed to or arising from
  - a) ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
  - b) the radioactive toxic explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment
- 11** claims arising from war, invasion, riot, revolution or a similar event
- 12** disputes or claims arising from the deliberate, conscious, intentional or careless disregard by *you* of the need to take all reasonable steps to avoid prevent and limit any such claim or dispute
- 13** any claim while:
  - a) *you* are insolvent (or have committed an act of insolvency)
  - b) *you* have made an arrangement with people *you* owe money to
  - c) *you* have entered into a deed or arrangement
  - d) *you* are in liquidation
  - e) part or all of *your* affairs assets or property are in the care or control of a receiver or liquidator or
  - f) there is an administration order over *your* affairs assets or property.

## Conditions of section 13

If *you* do not keep to the conditions we will have the right to refuse any claim and withdraw from any current claims.

### 1 **You must:**

- a) give *us* written details of *your* claim along with any other supporting information we ask for
- b) make *your* claim within six months of the date of the event which gave rise to the dispute
- c) not appoint a *legal representative*
- d) follow the *legal representative's* advice and provide any information he or she asks for
- e) take every step to recover *costs* and pay them to *us*
- f) get *our* written permission before making an appeal
- g) make sure the *legal representative* keeps to condition 2 below.

### 2 **The legal representative must do the following:**

- a) get *our* written permission before instructing a barrister or expert witness
- b) tell *us* if at any stage there is no longer a reasonable chance of a successful defence recovering damages or getting any other remedy
- c) tell *us* immediately if the other party makes a payment into court or any offer to settle the matter
- d) report the result of the claim to *us* when it is finished.

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

- a) take over and conduct in *your* name any claim or proceedings
- b) settle a claim by paying the amount in dispute
- c) appoint the *legal representative* in *your* name and on *your* behalf
- d) have any legal bill audited or assessed
- e) contact the *legal representative* at any time and have access to all statements opinions and reports
- f) end *your* claim if during the course of the claim we think there is no longer a reasonable chance of success. If *you* continue the claim and get a better settlement than we expected, we will pay *your* reasonable *costs*
- g) at the end of the claim settle the *costs* covered by this section of *your* policy
- h) end *your* claim and recover any *costs* from *you* that we have paid if:
  - the *legal representative* reasonably refuses to go on acting for *you* because of any unreasonable act of omission on *your* part that is likely to harm *your* case; or
  - *you* unreasonably withdraw *your* claim from the *legal representative*; or
  - *you* withdraw from the claim without *our* agreement.

#### 4 **Your agreements with others**

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

#### 5 **Choosing the *legal representative***

At any time before we agree that legal proceedings need to be issued or defended, we will choose the *legal representative*. You can only choose the *legal representative* if we agree that legal proceedings need to be issued or defended, or if a conflict of interest arises which means that the *legal representative* cannot act for *you*. You must send his or her name and address to *us*. If we agree to appoint a *legal representative* that *you* choose, he or she will be appointed on the same terms as we would have appointed *our* chosen *legal representative*. We may decide not to accept *your* choice of *legal representative*. If we do not agree with *your* choice, the matter will be settled using the procedure as set out under condition 6.

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

#### 6 **Disputes**

If there is a dispute between *you* and *us* the matter may be referred to an arbitrator who *you* and *we* agree to. If *we* and *you* 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 costs involved. If the decision is not clearly against either *you* or *us* the arbitrator will decide how *you* and *we* will share the costs.

#### 7 **Cancellation Rights**

Section 13 – uninsured loss recovery and motor prosecution defence cannot be cancelled in isolation. Please refer to the policy cancellation condition in section 15.

#### 8 **Notices**

Every notice which needs to be given under this section must be given in writing.

If *you* give *us* notice, *you* must send it to *our* address. If *we* give *you* notice, *we* must send it to *your* last known address.

### **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.

### **Fair Processing Notice – how we use personal information**

#### 1 **Who we are**

When we refer to “*we*”, “*us*” and “*our*” in this notice it means Allianz Insurance plc.

When we say “*you*” and “*your*” in this notice, we mean anyone whose personal information we may collect, including:

- anyone seeking an insurance quote from *us* or whose details are provided during the quotation process
- policyholders and anyone named on or covered by the policy
- anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses.

#### 2 **How we use personal information**

We use personal information in the following ways:

- to provide quotes, administer policies and policyholder claims to fulfil *our* contract
- to administer third party claims, deal with complaints and prevent financial crime to meet *our* legal obligations
- to manage *our* business and conduct market research to meet the legitimate needs of *our* business
- to send marketing information if *we* have received *your* specific consent.

*You* are not obliged to provide *us* with personal information, but *we* cannot provide *our* products and services without it.

*You* have the right to object to *us* using *your* personal information.

*You* can do this at any time by telling *us* and *we* will consider *your* request and either stop using *your* information or explain why *we* are not able to.

Further details can be found below.

#### 3 **Marketing**

We use *your* personal information to market products and services to *you*.

*Our* marketing activities may include:

- providing information to *you* about products and services by telephone, post, email and SMS, *we* will either do this ourselves or use third party partners to do it for *us*
- working with selected partners to display relevant online advertisements to *you*, and to *our* other customers, on third party websites and social media platforms. To do this, *we* may provide *our* partners with some of *your* personal information in an encrypted format, which they use only to identify

the appropriate audiences for *our* advertisements. We ensure that *our* partners delete this information once the advertisement audiences have been identified, and do not use the information for their own purposes.

If you do not wish to receive marketing information about our products and services you can tell us at any time by using the contact details found in section 10, "Know your rights".

#### 4 Automated decision making, including profiling

We may use automated decision making, including profiling, to assess insurance risks, detect fraud, and administer *your* policy. This helps *us* decide whether to offer insurance, determine prices and validate claims.

If *you* disagree with the outcome of an automated decision please contact *us* using the details in section 10.

#### 5 The personal information we collect

We collect the following types of personal information about *you* so we can complete the activities in section 2, "How we use personal information":

- basic personal details such as name, age, address and gender
- family, lifestyle and social circumstances, such as marital status, dependants and employment type
- financial details such as direct debit or payment card information
- photographs and/or video to help *us* manage policies and assess claims
- tracking and location information if it is relevant to *your* policy or claim
- identification checks and background insurance risk details including previous claims information
- medical information if it is relevant to *your* policy or claim
- criminal convictions if it is relevant to *your* policy or claim
- accessibility details if we need to make reasonable adjustments to help
- business activities if it is relevant to *your* policy or claim.

#### 6 Where we collect personal information

From *you*, *your* representatives or from information *you* have made public, for example on social media.

From other persons or organisations, for example:

- credit reference and/or fraud prevention agencies
- emergency services, law enforcement agencies, medical and legal practices
- veterinary practices, animal charities and breeders

- insurance industry registers and databases used to detect and prevent insurance fraud, for example the Motor Insurance Database (MID), the Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and the Claims and Underwriting Exchange (CUE)
- insurance investigators and claims service providers
- other insurers or service providers who underwrite the insurance or provide services for *our* products
- other involved parties, for example claimants or witnesses.

#### 7 Sharing personal information

We may share *your* personal information with:

- other companies within the global Allianz Group [www.allianz.com](http://www.allianz.com)
- credit reference, fraud prevention and other agencies that carry out certain activities on *our* behalf, for example the Motor Insurance Database (MID), the Insurance Fraud Bureau (IFB) and marketing agencies if agreed
- *our* approved suppliers to help deal with claims or provide *our* benefit services, for example vehicle repairers, veterinary advisors, legal advisors and loss adjusters
- other insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS) and other companies that provide services to *us* or *you*, for example the Claims and Underwriting Exchange (CUE)
- prospective buyers in the event we wish to sell all or part of *our* business.

#### 8 Transferring personal information outside the UK

We use servers located in the European Union (EU) to store *your* personal information where it is protected by laws equivalent to those in the UK. We may transfer *your* personal information to other members of the global Allianz Group to manage *your* insurance policy or claim; this could be inside or outside the EU.

We have Binding Corporate Rules (BCRs) which are *our* commitment to the same high level of protection for personal information regardless of where it is processed. These rules align with those required by the European Information Protection authorities. If *you* would like more information about the BCRs please contact *our* Data Protection Officer.

Some of *our* suppliers have servers outside the EU. *Our* contracts with these suppliers require them to provide equivalent levels of protection for *your* personal information.

#### 9 How long we keep personal information

We keep information only for as long as we need it to administer the policy, manage *our* business or as required by law or contract.

## 10 Know your rights

You have the right to:

- object to *us* using *your* personal information. We will either agree to stop using it or explain why we are unable to (the right to object)
- ask for a copy of the personal information we hold about *you*, subject to certain exemptions (data subject access request)
- ask *us* to update or correct *your* personal information to ensure its accuracy (the right of rectification)
- ask *us* to delete *your* personal information from *our* records if it is no longer needed for the original purpose (the right to be forgotten)
- ask *us* to restrict the use of *your* personal information in certain circumstances (the right of restriction)
- ask for a copy of the personal information *you* provided to *us*, so *you* can use it for *your* own purposes (the right to data portability)
- complain if *you* feel *your* personal information has been mishandled. We encourage *you* to come to *us* in the first instance but *you* are entitled to complain directly to the Information Commissioner's Office (ICO) at [www.ico.org.uk](http://www.ico.org.uk)
- ask *us*, at any time, to stop using *your* personal information, if using it based only on *your* consent (the right to withdraw your consent).

If you wish to exercise any of these rights you can do so by contacting our Customer Satisfaction Manager:

Address: Allianz Legal Protection, 2530 The Quadrant, Aztec West, Almondsbury, Bristol BS32 4AW

Email: [alpcomplaints@allianz.co.uk](mailto:alpcomplaints@allianz.co.uk)

Phone: 0345 0700 886

## 11 Data Protection Officer Contact details

If *you* have any queries about how we use *your* personal information, please contact *our* Data Protection Officer:

Address: Data Protection Officer, Allianz, 57 Ladymead, Guildford, Surrey GU1 1DB

Email: [dataprotectionofficer@allianz.co.uk](mailto:dataprotectionofficer@allianz.co.uk)

Phone: 03301021837

### Changes to our Fair Processing Notice

Occasionally it may be necessary to make changes to this notice. When that happens we will provide *you* with an updated version at the earliest opportunity. The most recent version will always be available on *our* website [www.allianz.co.uk](http://www.allianz.co.uk).

## How to make a claim

If *you* need to claim for accident, loss recovery and injury call Zurich Commercial Claims Centre on 0800 302 9055 and quote *your* policy number which is shown on *your* policy schedule.

To claim for motor prosecution defence call Lawphone on 0370 241 4140 (or 0141 221 8878 in Scotland) and state that *you* are a Zurich Commercial Car policyholder, quoting reference 34752. *You* will be asked for a brief summary of the problem and these details will be passed on to an adviser who will call *you* back. We will send *you* a claim form.

We will contact *you* once we have received the claim form. *You* must not appoint a solicitor yourself.

If *you* have already seen a solicitor before we have accepted *your* claim, we will not pay any fees or other expenses that *you* have incurred. If *your* claim is covered, we will appoint the legal representative that we have agreed to in *your* name and on *your* behalf subject to the terms and conditions of this section. We will only start to cover the costs from the time we have accepted the claim and appointed the legal representative.

## 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](mailto:legalprotection@allianz.co.uk)

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

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.

# Section 14 – general exclusions

This policy does not cover:

## 1 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 shall not apply to claims under section 9

## 2 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 shall not apply to claims under section 7

## 3 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

## 4 Nuclear and War Risks and Government or Public Authority Order

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

- i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or 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 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

v) 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:

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

## 5 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

## 6 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.

# Section 15 – general conditions

## 1 Replacement / Additional Vehicles

No cover applies under this policy for additional or replacement vehicles until we have been notified of such additional or replacement vehicle and a *certificate* has been received by *you*.

## 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* 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 always that nothing in this condition will impose on *us* any liability from which *we* would have been relieved by sub-section 2 of section 1 or exclusions 2 and 3 b) to section 1.

#### **5 Vehicle Maintenance**

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

#### **6 Vehicle Security**

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

#### **7 Cancellation**

*You* must tell *us* if *you* decide not to accept this policy or any subsequent renewal of it or cancel this policy at any other time. *We* will charge *you* on a pro rata basis for the time *we* have been on cover.

*We* have the right to cancel this policy or any section or part of it by giving 7 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 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.

#### **8 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.

#### **9 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 less 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 other than for costs and expenses incurred with *our* written consent prior to the date of such payment.

#### **10 Joint Insured**

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

Provided always 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* shall 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 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* insurance intermediary) before the next renewal date, *we* will not renew it.

*Our* right to renew this policy doesn't affect *your* cancellation rights shown in general condition 7.

#### **13 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 (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.

#### **14 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.

## 15 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.

## 16 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 general condition 15 but only with effect from the date of the change in circumstances or material facts.

## 17 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

## Not applicable to Section 13

### Our commitment to customer service

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

### Who to contact in the first instance

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

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

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

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

### Next steps if you are still unhappy

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

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

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

You can also contact them as follows:

**Post:** Financial Ombudsman Service,  
Exchange Tower, London, E14 9SR

**Telephone:** 08000 234567  
(free on mobile phones and landlines)

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

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

### The Financial Services Compensation Scheme (FSCS)

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





#### **Zurich Insurance plc**

A public limited company incorporated in Ireland. Registration No. 13460.

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.

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