

Fleet

Policy document



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Data protection statement

Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

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.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you have provided the appropriate consent; (iv) for our 'legitimate interests'.

It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing 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.

A full copy of our data protection statement can be viewed via www.zurich.co.uk/dataprotection

How you can contact us

If you have any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via gbz.general.data.protection@uk.zurich.com or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

Important Notes

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 Vehicle Salvage & Theft Data (formerly known as MIAFTR), where the data is controlled by the Motor Insurers' Bureau (MIB), 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

We work in partnership with the Motor Insurers' Bureau (MIB) and associated not-for-profit companies who provide several services on behalf of the insurance industry. At every stage of your insurance journey, the MIB will be processing your personal information and more details about this can be found via their website: mib.org.uk.

Information relating to your insurance policy will be added to the Motor Insurance & Policy Data (MIPD) managed by the Motor Insurers' Bureau (MIB). MIPD 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 MIPD 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 MIPD.

It is vital that the MIPD holds correct registration numbers for your vehicles. If incorrect details for any of your vehicles are shown on the MIPD 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 MIPD at www.askmid.com.

Our complaints procedure

Not applicable to Section 11

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.

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

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 or by contacting the FSCS directly on 0800 678 1100.

Your Fleet policy

This policy is a contract between **you** and Zurich Insurance Company Ltd in respect of the entire policy except Section 11 which is a contract between **you** and Lawclub Legal Protection.

This policy, any schedule, schedule of **vehicles**, 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 is for ease of reference only and does not affect its interpretation.

Law applicable to this contract (not applicable to Section 11)

This policy is governed, in relation to each vehicle insured under this policy, by the law of the place within England, Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands where that vehicle is used during the majority of the period of insurance or if there is any disagreement about which law applies, the law of the place where that vehicle is registered. **You** agree to submit to the exclusive jurisdiction of the courts in that place.

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

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

Definitions

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

Accessories

- a) Parts or products specifically designed to be fitted to or used with the **vehicle** including spare parts and **electric vehicle** charging equipment, being charging cables, adaptors (provided with the **electric vehicle** by the manufacturer) and home-installed charging points
- b) permanently fitted entertainment systems, communication, navigation, security equipment, or other electronic equipment fitted to the vehicle by the manufacturer. This does not include equipment temporarily sited in and removable from the vehicle being powered from a cigarette lighter/accessory socket.

Battery electric vehicle (BEV)

A **vehicle** that solely uses one or more electric motors for propulsion that are powered by a self-contained battery which requires charging from an external power source.

Car

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

Certificate

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

Child seat

Any car seat designed for children up to 12 years old including infant carriers, combination car seats, forward facing car seats and high back booster seats with or without harnesses.

Commercial vehicle

Any motor vehicle other than a **car** or **motorcycle**.

Driver

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

Electric vehicle

- a) Any **battery electric vehicle**
- b) any **plug-in hybrid electric vehicle**.

Hazardous goods

Goods carried under the requirements of:

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

Insured person

- a) **You**
- b) the **driver**
- c) at **your** request
 - i) any of **your** principals, directors or employees
 - ii) any **passenger**
 - iii) the owner of a **vehicle** on hire or loan or leased to **you**
 - iv) any member or committee member of **your** Sports or Social Club
 - v) 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**
- d) any person who with **your** permission is using (but not driving) the **vehicle** for social, domestic and pleasure purposes provided that such use is permitted by the terms of the **certificate**
- e) the employer or partner of any person whose business use is permitted by the terms of the **certificate**.

Licence

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

Minibus

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

Motorcycle

Any motorcycle, motorcycle and sidecar or moped.

Nuclear installation

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

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

Nuclear reactor

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

Passenger

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

Plug-in hybrid electric vehicle (PHEV)

A **vehicle** that uses both an internal combustion engine and one or more electric motors for propulsion that are powered by a self-contained battery which requires charging from an external power source.

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**.

Territorial limits

- a) Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
- b) any member country of the European Union
- c) those associated countries stated in the **certificate**
- 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.

Terrorism

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

Trailer

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

Vehicle

Any vehicle registered in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands excluding a steam-driven vehicle but including an **electric vehicle** as follows:

- a) **car**
- b) **motorcycle**
- c) **commercial vehicle**
- d) any vehicle bearing a Trade Plate

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.

Windscreen/Glass

Glass in the windscreen, windows, sunroof or panoramic glass roof.

We, Us or Our

Zurich Insurance Company Ltd.

You or Your

The person, people or the company stated 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) replacement of **windscreen/glass** of the **vehicle** or the scratching of bodywork resulting solely and directly from such replacement
- 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 replacement of **windscreen/glass** of the **vehicle** or the scratching of bodywork resulting solely and directly from such replacement.

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 occurring during the period of insurance in the **territorial limits**.

Provided that:

- a) **our** limit of indemnity in respect of any one incident or series of incidents arising out of one event in respect of:
 - i) damage to property arising directly or indirectly from **terrorism** will be £5,000,000
 - ii) damage to property caused by any **car** or **motorcycle** other than when carrying **hazardous goods** will be £50,000,000
 - iii) damage to property caused by any **commercial vehicle** other than when carrying **hazardous goods** will be £5,000,000
 - iv) damage to property when any **vehicle** is carrying any **hazardous goods** will be limited to £1,200,000 or the minimum amount required by the compulsory motor insurance legislation in the country in which the insured event occurs whichever is the greater
- b) this will not amend **our** limit of liability under any other clause of this policy.

1. Third party indemnity

The **insured person** will be indemnified when liability arises out of an incident 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 incident 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 clause 2 is also covered by any other insurance then notwithstanding General condition 11 – Other insurance **we** will not be liable to make any contribution to such claim
- d) **vehicle** does not include any vehicle registered elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

3. Unauthorised movement

You or any of **your** principals, directors or employees will be indemnified when liability arises out of an incident 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 will not be regarded as property held in **your** trust or in **your** custody or control.

Additional cover extensions

1. Indemnity to personal representatives

In the event of the death of an **insured person**, **we** will indemnify the **insured person's** legal personal representatives in respect of liability at law previously incurred by the **insured person** provided they observe, fulfil and be subject to the terms and conditions of this section in so far as they can apply.

2. Legal costs

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

- a) solicitors fees for representation at any Court of summary jurisdiction or at any Coroner's Inquest or Fatal Inquiry
- b) the cost of legal services arranged by **us** for defending a charge of causing serious injury by dangerous driving, manslaughter, causing death by dangerous driving or causing death by careless driving when under the influence of drink or drugs or any equivalent charge in the **territorial limits**

- c) legal costs and expenses incurred with **our** prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and/or investigations connected with a charge of:
 - i) corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007; or
 - ii) any equivalent legislation in the Isle of Man or the Channel Islands
 committed or alleged to have been committed during the period of insurance in the course of the business
- d) all other costs and expenses incurred with **our** written consent.

Provided that:

- i) **our** liability under this clause will not exceed £5,000,000 in any one period of insurance
- ii) this clause will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- iii) **we** must consent in writing to the appointment of any solicitor or counsel who are to act for **you** and on **your** behalf
- iv) **you** will give **us** immediate notice of any summons or other process served upon **you** which may give rise to proceedings under this clause
- v) in relation to any appeal counsel has advised there are strong prospects of such an appeal succeeding
- vi) **we** will be under no liability:
 - 1) where **you** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - 2) in respect of fines or penalties of any kind
 - 3) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance.

3. Electric vehicle charging cables

The **insured person** will be indemnified when liability arises out of an incident caused by or in connection with the charging of an **electric vehicle** irrespective of whether compulsory motor insurance legislation operative within the **territorial limits** applies.

Special exclusions

We will 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 exclusion 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 therefromby any person other than the **driver** or attendant of such **vehicle**
8. under clause 3. Unauthorised movement:
 - 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 take-off 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 will 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
13. for any death of or bodily injury claim to any person arising directly or indirectly from **terrorism** other than to meet the requirements of the compulsory motor insurance legislation in the country in which the event occurs.

Special exclusions 5, 9, 10, 11 and 12 applicable to Section 1 will not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the **territorial limits**.

Special exclusions 1 and 8 a) iii) applicable to Section 1 will not apply when the **vehicle** is driven under the terms of Section 7.

Section 2 – Damage to or loss of vehicle

We will indemnify **you** against damage to or loss of the **vehicle** and **accessories** on the **vehicle** occurring during the period of insurance in the **territorial limits**.

This indemnity:

- a) will 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 will be limited to the amount stated in the schedule or the market value of the **vehicle** immediately before such damage or loss, whichever is the lesser
- b) extends to include the market value of **accessories** for **your car** in **your** private garage.

If any payment is made under this section 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.

Additional cover extensions

1. Battery cover

In the event of damage to or loss of an **electric vehicle**'s battery, regardless of whether any damage has occurred to the **electric vehicle** itself, **we** will indemnify **you** under this extension. This includes damage to the battery as a result of a power surge whilst charging but excludes damage caused by construction or material defects on the part of the manufacturer.

2. Battery coverage (leased or hired)

In the event of damage to or loss of an **electric vehicle** insured under this section, any payment may, at **our** discretion, be made to the owner of the **electric vehicle**'s battery, or batteries, if the battery is leased or hired.

3. Child seat replacement

Where a **car** is fitted with a **child seat**, whether or not owned by or provided by **you**, in the event of an incident for which indemnity is provided by this section **we** will replace the **child seat** with a new **child seat** of the same or like type, make, model and specification provided that such a replacement is available.

Any such payment will not be subject to any **excess** which would otherwise be payable.

4. 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 will be of full discharge of **our** liability.

5. Hotel, restaurant or similar organisation

We will indemnify **you** when the **vehicle** is in the custody or control of any hotel, restaurant or similar organisation solely for the purposes of parking and that for the purposes of this clause any driving restriction specified within this policy will not apply.

6. Incorrect fuelling

We will indemnify **you** for the costs of draining and cleansing the fuel tank of **your vehicle** as a consequence of accidental filling of the fuel tank with the incorrect fuel for the type of engine.

Any such payment will not be subject to any policy excess which would otherwise be payable.

7. New for old

If any **car** or goods carrying **commercial vehicle** not exceeding the GVW stated in the schedule is within one year of first registration:

- a) is damaged to the extent that the costs of repairs would exceed the percentage shown in the schedule of the manufacturer's recommended retail price plus taxes; or
- b) is 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 respect of any **trailer** attached to a goods carrying **commercial vehicle** **we** will not be liable to pay more than the market value of the **trailer** immediately before such damage or loss.

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

We will indemnify **you** under this extension against damage to or loss of **accessories** in **your** private garage. Such indemnity will not exceed the market value.

8. 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.

9. Repairs

You may authorise reasonable and necessary repairs without previously obtaining **our** consent provided that notification is given to **us** (in accordance with General condition 4 – Claims notification) without delay and a detailed estimate of the costs of repairs are sent to **us** as soon as possible.

10. Theft of or loss of keys

If the keys or lock transmitter for a **vehicle** are stolen by forcible and violent means or robbery or attempted robbery, or accidentally lost, **we** will, at **your** request, pay up to the maximum of the amount stated 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:

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

Special exclusions

We will 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 unless the **vehicle** is damaged at the same time
- 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 or other ignition device 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 stated in the schedule for any one occurrence in respect of damage to or loss of personal effects while in or on the **vehicle** occurring during the period of insurance in the **territorial limits**.

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

Special exclusions

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

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

Section 4 – Emergency hotel expenses and travel costs, medical expenses and personal accident benefits

The following covers apply in respect of any incident occurring during the period of insurance in the **territorial limits**.

1. Emergency hotel expenses and travel costs

We will pay the cost or provide indemnity in respect of:

- a) hotel expenses up to the amount stated in the schedule for the **driver** and each **passenger** or the maximum amount in connection with any one claim
- b) travel expenses up to a maximum amount payable in connection with any one claim of £250.

Provided that this clause will only apply:

- i) if the **vehicle** is immobilised as a result of damage or loss
- ii) if the **vehicle** is lost as a result of theft covered under Section 2
- iii) where the damage or loss necessitates an unplanned overnight stop.

2. 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:

- a) the amount stated in the schedule in respect of each person for any one accident in Great Britain or Northern Ireland
- b) £5,000 in respect of any one accident in the European Union.

Provided that:

- i) all occupants of the **vehicle** are residents of the United Kingdom
- ii) **we** will not be liable for the cost of medical expenses covered by a separate insurance policy with **us**.

3. Personal accident benefits

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

- a) death
- b) the complete and irrecoverable loss of one or both eyes
- c) the loss by severance at or above the wrist or ankle of one or more limbs

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

Provided that we will not be liable in respect of any one injury to pay more than one of the benefits a), b) or c) above.

We will not be liable to make any payment in respect of death or of bodily injury to any person:

- i) who is under the age of 17 years or over the age of 70 years at the time of sustaining the injury
- ii) by suicide or attempted suicide.

Section 5 – Customs duty and other charges

Provided that liability arises directly from damage or loss covered by this policy **we** will indemnify **you** against:

1. Customs duty

liability for the enforced payment of customs duty.

2. Other charges

General Average Contribution and Salvage and Sue and Labour charges incurred during the transportation of the **vehicle** by sea.

Provided 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** subject to the terms and conditions of Sections 1 and 2 in the event of any incident 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 that **you** will take all reasonable precautions to ensure that all persons who may use or drive a **vehicle** are made aware of the permitted purposes of use as defined in this policy.

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

Provided that:

- a) the terms of the **certificate** will otherwise apply
- b) 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 and attachments

1. 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.

2. 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**.

3. 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**.

Special exclusions

We will 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, repair or MOT testing.

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 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 that **you** will 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 – Uninsured loss recovery service and motor prosecution defence

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

Lawphone

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

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

Phone: 0370 241 4140

When the **insured person** calls Lawphone they should quote MP24657. The **insured person** will then be asked for a brief summary of the problem and these details will be passed on to an advisor who will return the call.

How to make a claim

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

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

How to make a complaint

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

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

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

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

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

Phone: 0345 0700 886

Email: legalprotection@allianz.co.uk

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

Important information about reasonable prospects of success

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

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

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

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

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

Special definitions

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

Civil case

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

Costs

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

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

We will only pay **costs** which are necessary and in proportion to the value of the **insured person's** claim. If **we** do not agree that the **costs** have been reasonably and properly incurred, or are necessary and in proportion to the value of the **insured person's** claim, **we** will have those **costs** assessed in accordance with Special condition 3f of this Section.

Damages

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

Legal representative

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

Reasonable prospects of success

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

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

We explain in more detail how **we** will decide if the **insured person's** legal action has **reasonable prospects of success** under 'Important information about reasonable prospects of success' above.

Standard basis

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

We, us, our

Lawclub Legal Protection.

The cover

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

Uninsured loss recovery service

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

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

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

We will provide this cover as long as:

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

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

Motor prosecution defence

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

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

We will provide this cover as long as:

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

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

Special exceptions

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

We will not provide cover for the following:

- 1 any claim which the **insured person** reports to **us** more than six months after the:
 - date the **insured person** first knew, or should have known, that criminal proceedings were to be brought against the **insured person**; or
 - accident involving the **insured person's vehicle**
- 2 any **costs**:
 - incurred before **we** have accepted the **insured person's** claim in writing and appointed the **legal representative**
 - **we** have not agreed to in writing
 - the **insured person** has paid directly to the **legal representative** or any other person without **our** permission

- relating to an appeal following a decision by a court in respect of the **insured person's** legal action against the **insured person's** opponent unless **we** and the **legal representative** agree that **reasonable prospects of success** exist
 - that the court orders the **insured person** to pay to the **insured person's** opponent at the end of a **civil case** on anything other than the standard basis. This will normally be because of the **insured person's** improper or unreasonable conduct during the legal action
- 3 any money that the **insured person** has to pay under a contract he or she has with the **legal representative** where the amount of that money is determined by the amount of:
- legal costs and expenses incurred by the **legal representative** in respect of the **insured person's** claim; or
 - damages the **insured person** receives from the **insured person's** opponent.
- These types of contracts are normally referred to as either conditional fee agreements or damages based agreements
- 4 driving while under the influence of drink or drugs
- 5 a claim for an event which is not covered under the **insured person's** current motor insurance policy for his or her **vehicle**
- 6 any fines or other penalties awarded against the **insured person** by a court or tribunal
- 7 any dispute arising from:
- an application for a review of the way that a decision has been made by a government authority, local authority or other public body (this is normally referred to as a judicial review); or
 - any other challenge to any existing or proposed legislation
- 8 the **vehicle** being used for racing, rallying, speed testing, speed trials, off-road events or driven on a motor sports circuit
- 9 any Value Added Tax that is payable on the **costs** incurred which the **insured person** can recover from elsewhere
- 10 any claim where it is clear from the information available relating to the claim that it has arisen from the **insured person's** deliberate or reckless action
- 11 any actual or potential prosecution or accident that the **insured person** was aware of, or should have been aware of, before the cover under this section started
- 12 parking offences which the **insured person** does not get points on his or her licence for
- 13 any claim arising out of a contract the **insured person** has with another person or organisation
- 14 any claim where the **insured person** does not have a valid:
- motor insurance policy that covers the **vehicle**; or
 - MOT certificate or taxation for the **vehicle** where either of these are required by law; or
 - driving licence
- 15 any criminal proceedings against the **insured person** that would be covered under the **insured person's** motor insurance policy for the **vehicle**
- 16 any award of costs made against the **insured person** by a court following criminal proceedings
- 17 disputes between the **insured person** and **us**.

Special conditions

In addition to the conditions described in the General conditions of this policy other than the Arbitration condition, the following Special conditions apply to this section.

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

1 The insured person must:

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

2 The legal representative must:

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

3 We will have the right to do the following:

- a) appoint the **legal representative** in the **insured person's** name and on the **insured person's** behalf
- b) take over and conduct, in the **insured person's** name, any claim or proceedings:
 - before a **legal representative** has been appointed; or
 - that are necessary to recover **costs** that **we** have paid in respect of the **insured person's** legal action
- c) contact the **legal representative** at any time and have access to all statements, opinions, reports or any other documents relating to the **insured person's** legal action
- d) appoint a barrister or other legally qualified advisor or expert appropriate to the **insured person's** legal action and ask for his or her opinion on the value of the **insured person's** legal action and whether **reasonable prospects of success** exist
- e) end the **insured person's** claim if, at any time during the **insured person's** legal action **reasonable prospects of success** no longer exist. If, after **we** end the **insured person's** claim, the **insured person** continues the legal action and gets a better settlement than **we** expected, **we** will pay the **insured person's costs** which the **insured person** cannot get back from anywhere else
- f) have any legal bill assessed if **we** and the **legal representative** or the representative acting for and on behalf of the **insured person's** opponent cannot agree on the level of **costs**. If **we** do this the assessment will be carried out by a court, independent expert in the assessment of **costs** or other competent party. **We** will not pay any more than the **costs** that are determined as reasonable by the assessment

g) settle the **insured person's** claim by paying the amount in dispute. If **we** do this **we** will not pay any **costs** incurred after the date that **we** tell the **insured person**, and any **legal representative**, that **we** have decided to settle the **insured person's** claim. (This will not apply where legal proceedings have begun in a court before the date **we** decide to settle the **insured person's** claim. In these circumstances **we** will settle the claim by paying **costs** that are necessary to discontinue those legal proceedings as well as the amount in dispute)

h) settle the **costs** covered by this section at the end of the **insured person's** legal action.

4 Your agreements with others

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

5 Other insurances and cover

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

6 Freedom to choose the **legal representative**

At any time before **we** and the **legal representative** agree that legal proceedings need to be issued or defended in a court, **we** will choose the **legal representative**.

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

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

The **insured person** must send the name and address of his or her chosen **legal representative** to **us**. If **we** agree to appoint the **insured person's** chosen **legal representative**, he or she will be appointed on the same terms as **we** would have appointed **our** chosen **legal representative**, other than in respect of any agreement **we** and the **insured person's** chosen **legal representative** reach over the **costs** that **we** will pay.

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

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

7 Disputes

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

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

8 Cancellation

The Cancellation condition in the General conditions of this policy applies to this section. If the policy is cancelled, this section will also be cancelled from the same date.

9 Law and Language of this Section

Unless **we** agree otherwise:

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

10 Fraud

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

11 Rights of parties

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

Financial Services Compensation Scheme

If **we** are unable to meet **our** liabilities the **insured person** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing 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 or Allianz Engineering Inspection Services Limited.

When **we** say “**individuals**” 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 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 about **our** products and services if **we** have received specific consent.

There is no obligation to provide **us** with personal information, but **we** cannot provide **our** products and services without it.

Anyone whose personal information **we** hold has the right to object to **us** using it.

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

Further details can be found below.

3 Automated decision making, including profiling

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

Anyone subject to an automated decision has the right to object to it. To do so they should contact **us** by email at accasm@allianz.co.uk and **we** will review the decision.

4 The personal information we collect

We collect the following types of personal information 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 the insurance policy or claim
- identification checks and background insurance risk details including previous claims information
- medical information if it is relevant to the insurance policy or claim
- criminal convictions if it is relevant to the insurance policy or claim
- accessibility details if **we** need to make reasonable adjustments to help
- business activities such as goods and services offered.

5 Where we collect personal information

Direct from **individuals**, their representatives or information they 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
- insurance industry registers and databases used to detect and prevent insurance fraud, for example the Motor Insurance & Policy Data (MIPD), the Vehicle Salvage & Theft Data 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.

6 Sharing personal information

We may share personal information with:

- other companies within the global Allianz Group www.allianz.com
- credit reference, fraud prevention and other agencies that carry out certain activities on **our** behalf, for example the Motor Insurance & Policy Data (MIPD), 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, 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 Employers Liability Tracing Office (ELTO) and the Claims and Underwriting Exchange (CUE)
- prospective buyers in the event **we** wish to sell all or part of **our** business.

7 Transferring personal information outside the UK

We use servers located in the European Union (EU) to store personal information where it is protected by laws equivalent to those in the UK. **We** may transfer personal information to other members of the global Allianz Group to manage the insurance policy or claim; this could be inside or outside the EU. **We** have Binding Corporate Rules (BCR's) 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. For more information about the BCR's, 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 personal information.

8 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.

9 Know your rights

Any **individual** whose personal information **we** hold has the right to:

- object to **us** processing it. **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, subject to certain exemptions (a data subject access request)
- ask **us** to update or correct their personal information to ensure its accuracy (the right of rectification)
- ask **us** to delete their 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 their personal information in certain circumstances (the right of restriction)
- ask for a copy of their personal information, so it can be used for their own purposes (the right to data portability)
- complain if they feel their personal information has been mishandled. **We** encourage **individuals** to come to **us** in the first instance but **you** are entitled to complain directly to the Information Commissioner's Office (ICO) www.ico.org.uk
- ask **us**, at any time, to stop processing their personal information, if the processing is based only on individual 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: Customer Satisfaction Manager, Allianz, 57 Ladymead, Guildford, Surrey, GU1 1DB

Email: accsm@allianz.co.uk

Phone: 01483 552438

10 Allianz (UK) Group Data Protection Officer Contact details

Allianz Insurance plc and Allianz Engineering Inspection Services Limited are companies within Allianz Holdings.

Any queries about how **we** use personal information should be addressed to **our** Data Protection Officer:

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

Email: dataprotectionofficer@allianz.co.uk

Phone: 0330 102 1837

Changes to our Fair Processing Notice

Occasionally it may be necessary to make changes to this fair processing notice. When that happens **we** will provide an updated version at the earliest opportunity. The most recent version will always be available on **our** website www.allianz.co.uk.

General exclusions

We will not be liable:

1. Contractual liability

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** will not in any event provide indemnity in respect of liquidated damages or under any penalty clause

2. Earthquake, riot or civil commotion

for any incident, 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 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 member country of the European Union

3. Negligence of owner of leased vehicles

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

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

for death, injury, disablement or loss or damage to any property or any loss or expense 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:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation**, **nuclear reactor** or other nuclear assembly or nuclear component thereof
- c) any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
- e) except in so far as is necessary to meet the requirements of the compulsory motor insurance legislation in the country in which the insured event occurs:
 - i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
 - ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority

5. Unauthorised use

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**.

The receipt of financial contributions as part of a car sharing arrangement for social or other similar purposes in respect of the carriage of passengers in a **car** will not be regarded as the carriage of passengers for hire or reward or the use of the **car** for hiring provided that:

- i) the **car** is not constructed or adapted to carry more than eight passengers excluding the driver
- ii) the passengers are not being carried in the course of the business of carrying passengers
- iii) the total contributions received for the journey do not involve an element of profit.

This exclusion will not apply to claims under Section 9

6. Unlicensed drivers

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 exclusion will not apply to claims under Section 7.

General conditions

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

1. Arbitration

Not applicable to Section 11

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.

2. Cancellation

This policy may be cancelled:

- a) by **us** sending thirty days' notice by post requiring proof of delivery to **your** last known address and in the case of Northern Ireland to the Department of Environment Northern Ireland and **we** will charge **you** on a pro rata basis for the time **you** have been on cover
- b) by **you** such cancellation being effective from the date of receipt by **us** of **your** written cancellation instructions and **we** will charge **you** on a pro rata basis for the time **you** have been on cover. If cancellation is during the first year of insurance **we** will also charge a £25 fee.

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**.

3. Change in circumstances

You must notify **us** as soon as possible during the period of insurance if there is any change in circumstances which materially 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** may no longer be able to provide **you** with cover.

If **you** do not notify **us** of any such change this policy may be affected in one or more of the following ways depending on what **we** would have done had **we** known about the change in circumstances:

- a) if **we** would not have continued to provide **you** with any cover **we** may treat this policy as if it did not exist from the date of the change in circumstances; or
- b) if **we** would have applied different terms to the cover **we** may treat this policy as if those different terms applied from the date of the change in circumstances; and/or
- c) 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.

4. Claims notification

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.

5. Claims procedure

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

We will be entitled to take over and conduct in **your** name or that of any person entitled to indemnity under this policy the defence or settlement of any claim or to prosecute 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.

6. Compulsory insurance

You must repay **us** any amounts which **we** are required by compulsory insurance legislation to pay out under this policy to the extent that **we** would not otherwise have been liable to make such payments on account of a breach of any of the terms or conditions of this policy.

7. Contractual right of renewal (tacit)

If **you** pay the premium 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 and conditions of this policy including the premium at renewal. If **you** do not wish to renew this policy **you** or **your** broker or insurance intermediary must notify **us** prior to the next renewal date.

8. 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 and the non-disclosure or misrepresentation by **you** is proven by **us** to be deliberate or reckless **we** may from the relevant date specified in clause d):
- i) treat this policy as if it had not existed; and
 - ii) not return the premium paid by **you**.
- c) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless the cover, meaning this policy or the changes made to it, may be affected from the relevant date in clause d) 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 the cover **we** will have the option to treat the cover as if it had not existed and repay the premium paid for such cover; or
 - 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; and/or
 - 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) Clauses b) and c) apply with effect from inception, renewal or the date of the changes, depending on when the non-compliance occurred. **We** may also recover any claims payments which have already been made to the extent that the cover under which such payments were made is being treated as if it did not exist or as if it had been subject to different terms under which the claim would not have been payable.
- e) 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 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.

9. 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.

10. Joint insured

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

Provided that the total limit of liability under this policy in respect of any one incident or series of incidents arising out of one event will not exceed the limit of indemnity specified in the policy.

11. Other insurance

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

Provided that:

- a) nothing in this condition will impose on **us** any liability from which **we** would have been relieved by Clause 2 of the cover under Section 1 or Special exclusion 2 and 3b) to Section 1
- b) this condition will not apply when the **vehicle**:
 - i) is the property of or 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**.

12. Payment by instalments

Reference to the payment of premium includes payment by monthly instalments. If **you** pay by this method this policy remains an annual contract.

13. Premium

Prior to the commencement of the period of insurance **you** will pay to **us** an agreed premium deposit. **You** will 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 will be adjusted as appropriate.

14. 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** will relinquish control of the negotiations and legal proceedings in connection with such claim(s). From the date of such payment **we** will 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.

15. Rights of parties

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

16. 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.

17. Vehicle information

It is a condition of this policy that **you** supply such details of the **vehicles** whose use is covered by the policy as required by the relevant law applicable in Great Britain and Northern Ireland and **you** must maintain an accurate schedule of current vehicles on the Motor Insurance & Policy Data (MIPD).

18. Vehicle maintenance

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

19. Vehicle security

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

Zurich Insurance Company Ltd

A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

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