Small Fleet
Policy
How we use your information

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

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

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

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

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

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

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

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

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

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

- associated companies including reinsurers, suppliers and service providers;
- introducers and professional advisers;
- regulatory and legal bodies;
- survey and research organisations;
- credit reference agencies;
- healthcare professionals, social and welfare organisations; and
- other insurance companies
Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:
• regulatory and legal bodies;
• central government or local councils;
• law enforcement bodies, including investigators;
• credit reference agencies; and
• other insurance companies

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

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

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

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

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

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

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

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

Fraud prevention and detection
In order to prevent and detect fraud we may at any time:
• check your personal data against counter fraud systems
• use your information to search against various publicly available and third party resources
• use industry fraud tools including undertaking credit searches and to review your claims history
• share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

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

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

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

This helps to check information provided and prevent fraudulent claims.

**Motor Insurance Database**

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

a) electronic licensing;

b) continuous insurance enforcement;

c) law enforcement (prevention, detection, apprehension and or prosecution of offenders);

d) the provision of government services or other services aimed at reducing the level and incidence of uninsured driving.

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

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

It is vital that the MID holds correct registration numbers for your vehicles. If incorrect details for any of your vehicles are shown on the MID you are at risk of having the relevant vehicle seized by the police. You can check that correct registration number details for your vehicles are shown on the MID at www.askmid.com
Helpline numbers and additional benefits

Claims Notification
To notify a claim please call 0800 302 9055, 24 hours a day, 365 days a year.
To notify a claim abroad please call or fax Intana (acting on behalf of Zurich Insurance plc)
Telephone: first dial the appropriate international code to the UK, then +1444 442 014.
Fax: first dial the appropriate international code to the UK, then +1444 410 164.
Intana’s 24 hour emergency switchboard operates 365 days a year. Multi-lingual operators, experienced in dealing with all types of motoring problems that you may encounter whilst abroad will answer your call.

Uninsured Loss Recovery Service and Motor Prosecution Defence
To claim on your Lawclub Legal Protection cover please call 0870 241 4140, stating that you are a Zurich SME Policyholder quoting MP24657.
If your cover is Third Party Fire and Theft or Third Party Only, then please report your claim directly to Lawclub Legal Protection on freephone 0800 066 5819, stating that you are a Zurich SME Policyholder quoting MP24657.
To claim on your Motor Prosecution Defence please call 0870 241 4140, stating that you are a Zurich SME Policyholder, quoting MP24657.

Zurich Travel Assistance
Call +44 (0)1489 868 888 or visit www.zurich.co.uk/travelassistance
The helpline is manned 24 hours a day, 365 days a year by multi-lingual assistance co-ordinators, experienced in managing medical assistance cases with hospitals and clinics worldwide. Also available are security experts to provide a comprehensive range of complementary security services.

Zurich’s Risk Management Advice Line
Call 0800 302 9052 when you require risk management advice
To help you proactively identify and manage issues before they occur, our risk management helpline operates during normal business hours, providing free practical guidance on risk issues such as property, security, food hygiene, business continuity, environmental and health and safety management.

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

The following services are provided by DAS Law Limited and/or a preferred law firm on behalf of DAS Legal Expenses Insurance Company Limited.

DAS – Commercial Legal Assistance
Legal advice and protection for your business

Helpline services
You can contact our UK-based call centres 24 hours a day, seven days a week. However, we may need to arrange to call you back depending on the enquiry. To help us check and improve our service standards, we record all inbound and outbound calls, except those to the counselling service. When phoning, please tell us your policy number and the name of the insurance provider who sold you the policy.

Legal advice helpline
Call 0344 893 9022 when you require legal advice
We provide confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.
Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible we will arrange a call back at a time to suit you.

Our legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, we will refer you to one of our specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.
Specialist advice is provided 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back.

Tax advice service
Call 0344 893 9022 when you require tax advice
We offer confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.
Tax advice is provided by tax advisors 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back.
**Counselling service**  
Call 0344 893 9025 for confidential counselling  
We will provide your employees, including any members of their immediate family who permanently live with them, with a confidential counselling service over the phone if they are aged 18 or over, including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by us.  
The counselling service helpline is open 24 hours a day, seven days a week.

**Health and medical information service**  
Call 0344 893 9022 for health and medical information  
We will give your employees information over the phone on general health issues and advice on a wide variety of medical matters. We can give your employees information on all health services including NHS Dentists.

Health and medical information is provided by qualified nurses 9am – 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

**Business Assistance**  
Call 0344 893 9022 when you require business assistance  
In the event of an unforeseen emergency affecting your business premises which causes damage or potential danger, we will contact a suitable repairer or contractor and arrange assistance on your behalf. All costs of assistance provided are your responsibility.

**Online law guide and document drafting**

**DAS Employment Manual**  
Visit www.das.co.uk and click on the Employment Manual icon  
The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit www.das.co.uk and select Employment Manual. All the sections of this web-based document can be printed off for your own use. Contact us at employmentmanual@das.co.uk with your email address, quoting your policy number and we will contact you by email to inform you of future updates to the information.

**DASbusinesslaw**  
Visit www.dasbusinesslaw.co.uk for online legal advice and documents. When registering, please use the following code which will provide you with access to a range of free documents: DAS472301  
Using www.dasbusinesslaw.co.uk you can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by you using our smart document builders. You can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help you keep your business one step ahead.

These helplines are provided by DAS. If you have a complaint about the service or about the way you have been treated, please write to: DAS Customer Relations Department at: DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively you can contact DAS by telephone on: 0117 934 0066, or email: customerrelations@das.co.uk.

To help check and improve service standards calls are recorded other than calls to the Counselling Service.

Zurich Insurance plc, Zurich Management Services Ltd, Santia Consulting Ltd and DAS will not accept responsibility if any of the helplines are unavailable for reasons Zurich Insurance plc, Zurich Management Services Ltd, Santia Consulting Ltd and DAS cannot control.
Your Small Fleet policy

This policy is a contract between you and Zurich Insurance plc in respect of the entire policy except section 11 which is a contract between you and Lawclub Legal Protection.

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

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

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

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

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

Law applicable to this contract

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

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

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

Please read this policy, statement of facts, schedule, endorsements and certificates carefully. 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
b) permanently fitted, entertainment systems, communication, navigation 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.

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

Certificate
The current Certificates of Motor Insurance issued by us.

Commercial vehicle
any motor vehicle other than a car or motorcycle.

De jure or de facto
In law or as a matter of fact.

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

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

Insured person
• You
• the driver
• at your request
 a) any of your principals directors or employees
 b) any passenger
 c) the owner of a vehicle on hire or loan or leased to you
d) any member or committee member of your Sports or Social Club
e) the hirer of any agricultural tractor or self-propelled agricultural or forestry machine provided that such hire is permitted by the terms of the certificate
• any person who with your permission is using (but not driving) the vehicle for social domestic and pleasure purposes provided that such use is permitted by the terms of the certificate
• the employer or partner of any person whose business use is permitted by the terms of the certificate.

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

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

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

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

Territorial limits
a) Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
b) any other member country of the European Union
c) those associated countries stated in the certificate
d) in any other country but only during any period for which you have requested and we have agreed to extend cover for the use of a vehicle in that country and during transit (including the process of loading and unloading) by a recognised sea route not normally exceeding 65 hours between ports within any country where cover is provided.

Terrorism
a) Any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division of any nation or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
   i) involves violence against one or more persons
   ii) involves damage to property
   iii) endangers life other than that of the person committing the action
   iv) creates a risk to health or safety of the public or a section of the public or
   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 (excluding a steam driven vehicle) as follows:
   a) car
   b) motorcycle
   c) commercial vehicle
which is insured under the policy and described in the certificate.

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

We or Us or Our
a) In respect of the whole policy except section 11: Zurich Insurance plc
b) In respect of section 11: Lawclub Legal Protection.

You or Your
The person, people or the company shown in the schedule as the policyholder.
Extents of Cover

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

**Comprehensive**
The full insurance as written in the policy.

**Third party fire and theft**
Section 2 does not apply except for damage to or loss of the *vehicle* by:

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

Sections 3 and 4 do not apply.
Otherwise the remainder of the policy is operative.

**Third party only**
Sections 2, 3 and 4 do not apply.
Otherwise the remainder of the policy is operative.

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

Sections 2, 3, 4 and 7 do not apply.
Otherwise the remainder of the policy is operative.

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

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

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

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

**Personal effects**
All claims and expenses under section 3.

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

**Windscreen**
All claims and expenses under section 2 in respect of breakage of glass in the windscreen, windows or sunroof of the *vehicle* or the scratching of bodywork resulting solely and directly from such breakage.
Section 1 – Liability to third parties

Cover

We will indemnify the persons detailed in a), b) and c) below in respect of their legal liability for death of or bodily injury to any person and damage to property.

a) Third party indemnity

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

b) Third Party contingency cover

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

Provided that:

i) such vehicle is not your property or held by you under a hire purchase agreement or hired by or leased to you

ii) you have taken all reasonable steps to ensure that there is in force in respect of such vehicle an insurance that is valid for such use

iii) if any claim covered by this sub-section b) is also covered by any other insurance then notwithstanding general condition number 4 we shall not be liable to make any contribution to such claim.

iv) motor vehicle does not include any vehicle registered elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

c) Unauthorised movement

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

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

i) any claim arising directly or indirectly from terrorism will be £5,000,000

ii) damage to property caused by any car other than when carrying hazardous goods will be £50,000,000

iii) damage to property caused by any motorcycle other than when carrying hazardous goods will be £50,000,000

iv) damage to property caused by any commercial vehicle other than when carrying hazardous goods will be £5,000,000

v) damage to property when any vehicle is carrying any hazardous goods will be limited to £1,000,000 or the minimum amount required by the compulsory motor insurance legislation in the country in which the insured event occurs whichever is the greater.

Provided always that this will not amend our limit of liability under any other term of this policy.

1.1 Indemnity to personal representatives

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

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

a) solicitors fees for representation at any Court of summary jurisdiction or at any Coroners 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 proceeding (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or 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

Provided always that:

i) our liability under this clause shall not exceed £5,000,000 in any one period of insurance
ii) this clause shall 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 and on your behalf
iv) you shall 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 shall 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
d) all other costs and expenses incurred with our written consent.

Special exclusions

We shall not be liable:

1 if to the knowledge of the insured person the driver does not hold a licence unless the driver has held and is not disqualified from holding or obtaining such a licence
2 to indemnify any person other than you if that person is entitled to indemnity under any other insurance
3 for:
   a) damage to or loss of property belonging to or in the custody or control of the insured person
   b) damage to premises (or to the fixtures and fittings therein) which are not your property but are occupied by you under a leasing or rental agreement if such damage is also covered by any other insurance
   c) damage to or loss of property in or on the vehicle
   d) damage to or loss of the vehicle
4 for death of or bodily injury to any person arising out of, or in the course of, that person’s employment by the person claiming indemnity under this section if insurance cover in respect of liability for such death or bodily injury is in fact provided pursuant to a requirement of any compulsory Employers’ Liability legislation within the territorial limits
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

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

for death of or bodily injury to any person or damage to property caused or arising beyond the limits of any carriageway or thoroughfare in connection with:

a) the bringing of the load to any commercial vehicle for loading thereon or

b) the taking away of the load from any commercial vehicle after unloading therefrom

by any person other than the driver or attendant of such vehicle

under sub-section c) of the cover:

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

for any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from the vehicle whilst in or on that part of any aerodrome, airfield, airport or military installation provided for:

a) the takeoff or landing of aircraft and aerial devices or for the movement of aircraft and aerial devices on the ground

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

for death of or bodily injury to any person or damage to property directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident took place

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

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.

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

Special exclusions 1 and 8 a) iii) to section 1 shall not apply when the vehicle is driven under the terms of section 7.
Section 2 – Damage to or loss of vehicle

Cover

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

This indemnity:

a) shall not exceed the market value of the vehicle immediately before such damage or loss and in respect of any vehicle bearing a Trade Plate indemnity shall be limited to the amount shown in the schedule or the market value of the vehicle immediately before such damage or loss, whichever is the less

b) extends to include the market value of 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 shall become entitled to possession and ownership of the vehicle or its remains.

2.1 New for old

If any car is within one year of first registration:

a) damaged to the extent that the costs of repairs would exceed the percentage shown on the schedule of the manufacturer’s recommended retail price plus taxes, or

b) lost by theft and not recovered

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

i) you request it and

ii) any other interested party known to us consents and

iii) such a replacement is available.

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

Under this sub-section 2.1 we will indemnify you against damage to or loss of accessories for your car in your private garage such indemnity shall not exceed the market value.

2.2 Courtesy van

If your vehicle is below 3.5 tonnes and insured comprehensively and being repaired by one of our authorised repairers, we will provide you with a class A courtesy van whilst your vehicle is being repaired.

2.3 Hire purchase and leasing agreements

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

2.4 Repairs

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

2.5 Recovery and re-delivery

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

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

a) the door locks and/or boot lock

b) the ignition/steering lock

c) the lock transmitter and/or central locking interface.

Provided that:

i) such loss is reported to the police

ii) any other interested party known to us consents

iii) this indemnity shall not exceed the market value of the vehicle immediately before such loss

iv) we shall not be liable for the cost of replacing any alarms or other security devices fitted to the vehicle

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

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**Special exclusions**

We shall not be liable to pay for:

1. wear and tear

2. depreciation

3. loss of use

4. mechanical, electrical, electronic or computer breakage, failure or breakdown

5. damage to tyres caused by braking or by cuts, punctures or bursts

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

7. damage to or loss of any vehicle bearing a Trade Plate when such vehicle is beyond the limits of a road except when during the course of a journey it is temporarily garaged elsewhere than in or on any premises owned by you or in your occupation

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

9. damage or loss arising from theft or attempted theft whilst the ignition keys of the vehicle have been left in or on such vehicle.
Section 3 – Personal effects

Cover

*We* will at *your* request provide indemnity up to a maximum of the amount shown in the schedule for any one occurrence in respect of damage to or loss of personal effects while in or on the *vehicle*. The owner’s receipt will be a full discharge of *our* liability.

Special exclusions

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

1. **Goods or samples**
   goods or samples carried in connection with any business or trade.

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

Section 4 – Medical expenses

Cover

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

Our total liability under this section is limited to the amount shown in the schedule in respect of each person injured.
Section 5 – Territorial limits and foreign travel

Cover

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

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

c) **Other charges**
   *We* will indemnify *you* against General Average Contribution and Salvage and Sue and Labour charges incurred during the transportation of the *vehicle* by sea.
   Provided always that:
   a) such *vehicle* is covered against damage or loss by this policy
   b) the contribution relates to the value of such *vehicle*.

Section 6 – Unauthorised use

Cover

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

Provided always that *you* shall take all reasonable precautions to ensure that all persons who may use or drive a *vehicle* are made aware of the permitted purposes of use as defined in this policy.
Section 7 – Unlicensed drivers

Cover

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

Provided always that:

a) the terms of the certificate shall 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/attachments

Cover

a) 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.

b) 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).

c) 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.

Special exclusions

We shall not be liable to make any payment:

1. if any trailer or disabled mechanically propelled vehicle is being towed otherwise than in accordance with the law
2. for damage to or loss of property being carried in or on any trailer or disabled mechanically propelled vehicle
3. for damage to or loss of the disabled mechanically propelled vehicle.
Section 9 – Service and repair

Cover

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

Section 10 – Principal’s clause

Cover

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

Provided always that you shall have arranged with the Principal for the conduct and control of all claims for which we may be liable by virtue of this section to be vested in us.
Section 11 – Uninsured loss recovery service and motor prosecution defence

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

Lawphone

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

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

Phone: 0370 241 4140

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

How to make a claim

To claim on your Lawclub Legal Protection cover please call 0870 241 4140, stating that you are a Zurich SME Policyholder, quoting MP24657.

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

To claim on your Motor Prosecution Defence please call 0870 241 4140, stating that you are a Zurich SME 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

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

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

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

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

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

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

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

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

and

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

We explain in more detail how we will decide if the insured person’s legal action has reasonable prospects of success under ‘Important information about reasonable prospects of success’ above.
**Standard basis**
The normal method used by the court to assess costs which the court decides are proportionate to the insured person's legal action and have been reasonably incurred by the legal representative and the insured person's opponent.

**We, us, our**
Lawclub Legal Protection.

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

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

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

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

We will provide this cover as long as:

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

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

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

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

We will provide this cover as long as:

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

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

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

We will not provide cover for the following:

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

2. any costs:
   - incurred before we have accepted the insured person’s claim in writing and appointed the legal representative
   - we have not agreed to in writing
   - the insured person has paid directly to the legal representative or any other person without our permission
   - relating to an appeal following a decision by a court in respect of the insured person’s legal action against the insured person’s opponent unless we and the legal representative agree that reasonable prospects of success exist
   - that the court orders the insured person to pay to the insured person’s opponent at the end of a civil case on anything other than the standard basis. This will normally be because of the insured person’s improper or unreasonable conduct during the legal action

3. any money that the insured person has to pay under a contract he or she has with the legal representative where the amount of that money is determined by the amount of:
   - legal costs and expenses incurred by the legal representative in respect of the insured person’s claim; or
   - damages the insured person receives from the insured person’s opponent.

These types of contracts are normally referred to as either conditional fee agreements or damages based agreements

4. driving while under the influence of drink or drugs

5. a claim for an event which is not covered under the insured person’s current motor insurance policy for his or her vehicle

6. any fines or other penalties awarded against the insured person by a court or tribunal

7. any dispute arising from:
   - an application for a review of the way that a decision has been made by a government authority, local authority or other public body (this is normally referred to as a judicial review); or
   - any other challenge to any existing or proposed legislation

8. the vehicle being used for racing, rallying, speed testing, speed trials, off-road events or driven on a motor sports circuit

9. any Value Added Tax that is payable on the costs incurred which the insured person can recover from elsewhere

10. any claim where it is clear from the information available relating to the claim that it has arisen from the insured person’s deliberate or reckless action

11. any actual or potential prosecution or accident that the insured person was aware of, or should have been aware of, before the cover under this section started

12. parking offences which the insured person does not get points on his or her licence for

13. any claim arising out of a contract the insured person has with another person or organisation

14. any claim where the insured person does not have a valid:
   - motor insurance policy that covers the vehicle; or
   - MOT certificate or taxation for the vehicle where either of these are required by law; or
   - driving licence

15. any criminal proceedings against the insured person that would be covered under the insured person’s motor insurance policy for the vehicle

16. any award of costs made against the insured person by a court following criminal proceedings

17. disputes between the insured person and us.
Special conditions

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

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

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

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

3 We will have the right to do the following:
   a) appoint the legal representative in the insured person’s name and on the insured person’s behalf
   b) take over and conduct, in the insured person’s name, any claim or proceedings:
      • before a legal representative has been appointed; or
      • that are necessary to recover costs that we have paid in respect of the insured person’s legal action
c) contact the legal representative at any time and have access to all statements, opinions, reports or any other documents relating to the insured person’s legal action.

d) appoint a barrister or other legally qualified advisor or expert appropriate to the insured person’s legal action and ask for his or her opinion on the value of the insured person’s legal action and whether reasonable prospects of success exist.

e) end the insured person’s claim if, at any time during the insured person’s legal action reasonable prospects of success no longer exist. If, after we end the insured person’s claim, the insured person continues the legal action and gets a better settlement than we expected, we will pay the insured person’s costs which the insured person cannot get back from anywhere else.

f) have any legal bill assessed if we and the legal representative or the representative acting for and on behalf of the insured person’s opponent cannot agree on the level of costs. If we do this the assessment will be carried out by a court, independent expert in the assessment of costs or other competent party. we will not pay any more than the costs that are determined as reasonable by the assessment.

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

h) settle the costs covered by this Section at the end of the insured person’s legal action.

4 Your agreements with others
We will not be bound by any agreement between the insured person and the legal representative or the insured person and any other person or organisation.

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

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

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

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

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

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

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

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

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either the insured person or us, the arbitrator will decide how the insured person and we will share the costs. If the arbitrator decides that the insured person must pay some, or all, of the costs of the arbitration, those costs will not be covered by this section.
8 Cancellation
The Cancellation condition in the Policy Conditions applies to this Section. If the policy is cancelled, this section will also be cancelled from the same date.

9 Law and Language of this Section
Unless we agree otherwise:

a) the language of this section and all communications relating to it will be in English;

b) English law will apply to this section.

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

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

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

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

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

2 How we use personal information
We use personal information in the following ways:

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

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

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

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

Further details can be found below.
3 Marketing
We use your personal information to market products and services to you.

Our marketing activities may include:

- providing information to you about products and services by telephone, post, email and SMS, we will either do this ourselves or use third party partners to do it for us
- working with selected partners to display relevant online advertisements to you, and to our other customers, on third party websites and social media platforms. To do this, we may provide our partners with some of your personal information in an encrypted format, which they use only to identify the appropriate audiences for our advertisements. We ensure that our partners delete this information once the advertisement audiences have been identified, and do not use the information for their own purposes.

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

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

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

5 The personal information we collect
We collect the following types of personal information about you so we can complete the activities in section 2, “How we use personal information”:

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

6 Where we collect personal information
From you, your representatives or from information you have made public, for example on social media.

From other persons or organisations, for example:

- credit reference and/or fraud prevention agencies
- emergency services, law enforcement agencies, medical and legal practices
- veterinary practices, animal charities and breeders
- insurance industry registers and databases used to detect and prevent insurance fraud, for example the Motor Insurance Database (MID), the Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and the Claims and Underwriting Exchange (CUE)
- insurance investigators and claims service providers
- other insurers or service providers who underwrite the insurance or provide services for our products
- other involved parties, for example claimants or witnesses.
7 Sharing personal information
We may share your personal information with:

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

8 Transferring personal information outside the UK
We use servers located in the European Union (EU) to store your personal information where it is protected by laws equivalent to those in the UK. We may transfer your personal information to other members of the global Allianz Group to manage your insurance policy or claim; this could be inside or outside the EU. We have Binding Corporate Rules (BCRs) which are our commitment to the same high level of protection for personal information regardless of where it is processed. These rules align with those required by the European Information Protection authorities. If you would like more information about the BCRs please contact our Data Protection Officer.

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

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

10 Know your rights
You have the right to:

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

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

Address: Allianz Legal Protection, 2530 The Quadrant, Aztec West, Almondsbury, Bristol BS32 4AW
Email: alpcomplaints@allianz.co.uk
Phone: 0345 0700 886

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

Address: Data Protection Officer, Allianz, 57 Ladymead, Guildford, Surrey GU1 1DB
Email: dataprotectionofficer@allianz.co.uk
Phone: 03301021837

Changes to our Fair Processing Notice
Occasionally it may be necessary to make changes to this notice. When that happens we will provide you with an updated version at the earliest opportunity. The most recent version will always be available on our website www.allianz.co.uk.
Section 12 – Medical expenses cover following an accident abroad

Collinson Insurance Services Ltd will provide the services and benefits described below during the period of insurance, subject to the terms, conditions and exclusions detailed below and all other definitions, terms, conditions and exclusions of this policy.

The benefits described below are underwritten by:

Astrenska Insurance Limited,
Registered Office:
Cutlers Exchange,
123 Houndsditch,
London EC3A 7BU

The insurance is effected in London, and will be interpreted and applied in accordance with the laws of England and Wales.

In the event of any occupant of the vehicle sustaining bodily injury caused by violent, accidental, external and visible means in direct connection with the vehicle, occurring in the European Union elsewhere than Great Britain or Northern Ireland, Intana undertakes to pay the cost of medical treatment in respect of such bodily injury provided always that:

- the total liability of Intana under this clause shall not exceed £5,000 in respect of any one accident
- all occupants of the vehicle are residents of the United Kingdom
- Intana will not be liable to pay any claim for medical expenses if such a claim is also covered by a separate policy with Intana.

Intana contact details:
Collinson Insurance Services Limited trading as Intana
Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN.
Registered in England and Wales No 00758979.

Our Promise of Service: We aim to provide a first class service at all times. However, if You have a complaint You should contact Us in the first instance at:

Quality Department,
Intana,
Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN
Telephone: 0844 338 5799 or e-mail on: quality@intana-assist.com

We will aim to provide you with a full response within four weeks of the date we receive your complaint and our response will be our final decision based on the evidence presented. If for any reason there is a delay in completing our investigations, we will explain why and tell you when we hope to reach a decision.

In any event, should you remain dissatisfied or fail to receive a final answer within eight weeks of us receiving your complaint, you may have the right to refer your complaint to an independent authority for consideration. That authority is a Financial Ombudsman Service (FOS) at:

Exchange Tower
Harbour Exchange Square, London, E14 9SR
Telephone: 0800 0234 567 or 0300 1239 123

Please note that if you wish to refer this matter to the FOS you must do so within 6 months of our final decision. You must have completed the above Procedure before the FOS will consider your case.

Collinson Insurance Services Limited is authorised and regulated by the Financial Conduct Authority in the United Kingdom, and regulated by the Central Bank of Ireland for Conduct of business rules. Astrenska Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. The above details may be checked on the Financial Services Register at www.fca.org.uk
General exclusions

We shall not be liable:

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

This exclusion shall not apply to claims under section 9

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

This exclusion shall not apply to claims under section 7

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

4. for any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

5. for any accident, death, bodily injury or damage to property (except under section 1) arising during or in consequence of:
   a) earthquake occurring elsewhere than in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or any other member of the European Union
   b) riot or civil commotion occurring:
      i) in Northern Ireland, or
      ii) elsewhere than in Great Britain, the Isle of Man, the Channel Islands or any other member country of the European Union

6. to indemnify the owner of a vehicle leased to you where liability arises out of the negligence of such owner or the servants or agent of such owner

7. for:
   a) damage to or loss or destruction of any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
   b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
      i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
      ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, nuclear reactor or other explosive nuclear assembly or nuclear component thereof
      iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
      iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion iv) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes.
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. Premium
Prior to the commencement of the period of insurance you shall pay to us an agreed premium deposit. You shall supply to us on request the necessary information required to calculate the actual premium in accordance with the rates agreed between you and us. If the premium due differs from the deposit the difference shall be adjusted as appropriate.

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

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

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

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

Provided always that:

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

b) this condition shall not apply when the vehicle:

i) is the property of on hire or loan or leased to a person in your employ and

ii) has not been provided by you and

iii) is being used in connection with your business or trade purposes

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

5. Vehicle Maintenance
You shall at all times maintain the vehicle in an efficient and roadworthy condition.

6. Vehicle Security
You shall take all reasonable steps to safeguard the vehicle from damage or loss.

7. Cancellation
This policy may be cancelled:

a) by us sending thirty days notice by recorded delivery to your last known address (and in the case of Northern Ireland to the Department of Environment Northern Ireland) and we will in that event return to you a proportionate part of the premium in respect of the unexpired term of this policy

b) by you such cancellation being effective from the date of receipt by us of the appropriate certificate. If cancellation is during the first year of insurance any return premium will be calculated using our current short period rates otherwise a pro rata refund of premium will be allowed

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

8. Arbitration
This condition does not apply 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 prior to the arbitrator having reached a decision.

9. Property damage claims
In connection with any one claim or series of claims arising out of any one event in respect of damage to property caused by or in connection with a commercial vehicle we may at any time pay to you the amount of the indemnity provided by this policy (after deduction of any sum already paid as compensation) or any less amount for which such claim(s) may be settled and from the date such payment is made we shall relinquish control of the negotiations and legal proceedings in connection with such claim(s). From the date of such payment we shall be under no further liability in connection with such claim(s) other than for costs and expenses incurred with our written consent prior to the date of such payment.
10. Joint insured

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

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

11. Observance of terms

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

12. 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.

13. Contractual right of renewal (Tacit)

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

14. Fair presentation of the risk

a) At inception and renewal of this policy and also whenever changes are made to it at your request you must:

i) disclose to us all material facts in a clear and accessible manner; and

ii) not misrepresent any material facts.

b) If you do not comply with clause a) of this condition we may:

i) avoid this policy which means that we will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by you is proven by us to be deliberate or reckless in which case we will not return the premium paid by you; and

ii) recover from you any amount we have already paid for any claims including costs or expenses we have incurred.

c) If you do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what we would have done if we had known about the facts which you failed to disclose or misrepresented:

i) if we would not have provided you with any cover we will have the option to:

1) avoid the policy which means that we will treat it as if it had never existed and repay the premium paid; and

2) recover from you any amount we have already paid for any claims including costs or expenses we have incurred

ii) if we would have applied different terms to the cover we will have the option to treat this policy as if those different terms apply. We may recover any payments made by us on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied

iii) if we would have charged you a higher premium for providing the cover we will charge you the additional premium which you must pay in full.

d) Where this policy provides cover for any person other than you and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession we will not invoke the remedies which might otherwise have been available to us under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than you. Provided always that if the person concerned or you acting on their behalf makes a careless misrepresentation of fact we may invoke the remedies available to us under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.
15. 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. Fraudulent claims
This condition does not apply to section 14.
If you or anyone acting on your behalf:

a) makes a fraudulent or exaggerated claim under this policy; or

b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or

c) makes a false statement in support of a claim whether or not the claim is itself genuine; or

d) submits a claim under this policy for loss or damage which you or anyone acting on your behalf or in connivance with you deliberately caused; or

e) realises after submitting what you reasonably believed was a genuine claim under this policy and then fails to tell us that you have not suffered any loss or damage; or

f) suppresses information which you know would otherwise enable us to refuse to pay a claim under this policy
we will be entitled to refuse to pay the whole of the claim and recover any sums that we have already paid in respect of the claim.

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

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

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

17. Vehicle information
We will automatically send your vehicle details to the Motor Insurance Database (MID) both when the policy commences and when any subsequent amendments are advised.

You are required to notify your insurance advisor immediately of any change to your vehicle schedule.

The minimum information to be supplied is:

Vehicle registration number(s)
For additional vehicles – date the vehicle added
For deleted vehicles – date cover is to cease
For temporary vehicles – the start and end dates of cover

It is vital that the MID holds your correct registration numbers. If incorrectly shown on the MID you are at risk of having your vehicles seized by the Police.

You can check that your vehicle details are correctly held on the MID on www.askmid.com

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

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

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

Not applicable to sections 11 or 12

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:
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.