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How we use your information

Not applicable to Section 12

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

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

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

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

Claims Notification
To notify a claim in the UK please call 0800 302 9055, 24 hours a day, 365 days a year.
To notify a claim abroad please call or fax Intana (acting on behalf of Zurich Insurance Group plc)
Telephone: first dial the appropriate international code to the UK, then +1444 442 900.
Fax: first dial the appropriate international code to the UK, then: +1444 410 164.

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

Further information
For further information please visit www.zurich.co.uk/commercial

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

Uninsured Loss Recovery Service and Motor Prosecution Defence
To claim on your Lawclub Legal Protection cover please call 0370 241 4140, stating that you are a Zurich SME Policyholder, quoting MP24657.

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

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

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

This policy is a contract between you and us.

The policy, schedule, any endorsements and certificate should be read as if they were one document.

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

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

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

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

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

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

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

Please read this policy and all schedules, endorsements and certificates carefully and if they do not meet your needs return them to us or your broker or insurance intermediary.
Definitions

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

**Accessories**

a) Parts or products specifically designed to be fitted to or used with the *vehicle* including spare parts

b) entertainment systems, communication, navigation or other electronic equipment only if permanently fitted to the *vehicle*,

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

**Business Partner**

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

**Car**

Any private car, estate car or utility car.

**Certificate**

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

**Commercial Vehicle**

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

**Driver**

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

**Insured Person**

a) *you*

b) the *driver*

c) at your request,

   i) any of your principals, directors, *business partners* or employees

   ii) any *passenger*

d) any person who with your permission is using but not driving the *vehicle* for social domestic and pleasure purposes provided that such use is permitted by the terms of the *certificate*

e) the employer or partner of any person whose business use is permitted by the terms of the *certificate*.

**Licence**

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

**Nuclear Installation**

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

a) the production or use of atomic energy

b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation

c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

**Nuclear Reactor**

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

**Passenger**

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

**Pollution or Contamination**

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

**Road**

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

**Semi Trailer**

Any *trailer* so constructed that when attached to its tractor unit it is partially superimposed thereon.

**Territorial Limits**

a) Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

b) any other member country of the European Union

c) those associated countries stated in the schedule

d) in any other country but only during any period for which you have requested and we have agreed to extend cover for the use of a *vehicle* in that country and during transit (including the process of loading and unloading) by a recognised sea route not normally exceeding 65 hours between ports within any country where cover is provided.
**Terrorism**

The use or threat of action where:

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

2. the use or threat is designed to influence the Government or to intimidate the public or a section of the public; and

3. the use or threat is made for the purpose of advancing a political, religious or other ideological cause.

**Trailer**

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

**Vehicle**

Any vehicle which is insured under this policy and described in the certificate.

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

**We, Us or Our**

Zurich Insurance plc. (This meaning does not apply to section 12).

**You or Your**

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

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**Extent of Cover**

Cover only applies within the territorial limits.

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

**Comprehensive**

The full insurance as written in this policy.

**Third Party Fire and Theft**

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

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

Section 3 does not apply.

**Third Party Only**

Sections 2 and 3 do not apply.

**Excesses**

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

**Accidental Damage**

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

a) breakage of glass in the windscreen, windows or sunroof of the vehicle or the scratching of bodywork caused by such breakage

b) loss of or damage to the vehicle by:
   i) fire, lightning, self ignition or explosion
   ii) theft or attempted theft.

**Fire or Theft**

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

i) fire, lightning, self ignition or explosion
ii) theft or attempted theft.

**Glass**

All claims and expenses under section 2 in respect of breakage of glass in the windscreen, windows or sunroof of the vehicle or the scratching of bodywork caused by such breakage.
Section 1 – liability to third parties

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

1 Third Party Indemnity
the insured person when liability is caused by or arises out of the use of or in connection with the loading or unloading of the vehicle.

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

Provided always that:
   a) such vehicle is not your property or held by you under a hire purchase agreement or hired by or leased to you
   b) you have taken all reasonable steps to ensure that there is in force in respect of such vehicle an insurance that is valid for such use
   c) if any claim covered by this sub-section is also covered by any other insurance then notwithstanding general condition 4 we will not be liable to make any contribution to such claim
   d) motor vehicle does not include any vehicle registered outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

Third Party Indemnity Limit
Provided always that the indemnity under sub sections 1 and 2 above in respect of
   a) any claim arising directly or indirectly from terrorism or
   b) damage to property caused by any commercial vehicle

shall be limited to £5,000,000 (inclusive of legal costs and expenses) or such greater sum as may be required by the compulsory motor insurance legislation in the country in which the insured event occurs in respect of any one accident or a series of accidents arising out of one event.

3 Indemnity to Personal Representatives
Following the death of any person entitled to indemnity we will in respect of the liability incurred indemnify such person’s personal representatives.

4 Legal Costs
We will pay costs incurred with our written consent for:
   a) representation at any court of summary jurisdiction or at any coroner’s inquest or fatal inquiry
   b) defending a charge of causing serious injury by dangerous driving, manslaughter, causing death by dangerous driving, causing death by careless driving or any equivalent local charge within the territorial limits
   c) all other costs and expenses incurred in respect of any event which may be the subject of indemnity under this section.

Exclusions
This section does not cover:

1 Unlicensed Drivers
any claim if to the knowledge of the insured person the driver does not hold a licence unless the driver has held and is not disqualified from holding or obtaining such a licence

2 Other Insurances
any person other than you if that person is entitled to indemnity under any other insurance

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

4 Employers’ Liability
death of or bodily injury to any person arising out of or in the course of that person’s employment by the person claiming indemnity if insurance cover in respect of liability for such death or bodily injury is provided as a requirement of any compulsory employers’ liability legislation within the territorial limits

5 Loading or Unloading
death of or bodily injury to any person or damage to property caused or occurring beyond the limits of any road in connection with:
   a) the bringing of the load to any commercial vehicle for loading thereon
   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

6 Airside
any legal liability directly or indirectly caused by or contributed to by or arising from the vehicle whilst in or on that part of any aerodrome, airfield, airport or military installation provided for:
   a) the takeoff or landing of aircraft or aerial devices or for the movement of aircraft or aerial devices on the ground
   b) aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars.

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

All pollution or contamination which arises out of one incident will be deemed to have occurred at the time such incident took place.
8 **Wrongful Delivery**
deed 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

9 **Defective Goods or Treatment**
deed 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.

Exclusion 1 will not apply when the vehicle is driven under the terms of section 6.

Exclusions 6, 7, 8 and 9 will not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the territorial limits.

**Section 2 – loss of or damage to the vehicle**

**The cover**

1 **We** will indemnify you against loss of or damage to the vehicle and accessories on the vehicle provided always that

a) any loss or damage caused by theft or attempted theft is reported to the police

b) this indemnity will not exceed the market value of the vehicle immediately before such loss or damage

c) if any payment is made on the basis of actual or constructive total loss of the vehicle then we will become entitled to possession and ownership of the vehicle or its remains.

2 **New for Old**

If any vehicle is:

a) within one year of first registration; and:

b) no more than 3,500 kgs (3.50 tonnes) GVW; and

c) damaged to the extent that the costs of repairs would exceed 50% of the manufacturer’s recommended retail price plus taxes or lost by theft and not recovered we will replace it with a new vehicle of the same manufacturer, model and specification

Provided that:

i) you request it; and

ii) any other interested party known to us consents; and

iii) such a replacement is available.

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

3 **Hire Purchase and Leasing Agreements**

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

4 **Repairs**

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

5 **Recovery and Re-delivery**

We will indemnify you for the reasonable cost of removing the vehicle from the place where damage occurred to the premises of the nearest competent repairer and re-delivery to you in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands after repair.

6 **Theft of Keys**

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

a) the door locks and/or boot lock

b) the ignition and/or steering lock

c) the lock transmitter and/or central locking interface, provided always that:

i) such loss is reported to the police

ii) any other interested party known to us consents

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

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

7 **Courtesy Vehicle**

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

The courtesy vehicle supplied is not intended to be an exact replacement for your vehicle. It will be of standard type up to 3500kgs (3.50 tonnes) GVW and will not include specialised vehicles such as tippers, refrigerated vans or any provision for towing.
In the case of a disabled driver a courtesy vehicle will be provided to a nominated driver (if acceptable). The nominated driver must be an existing driver or otherwise meet our acceptance criteria.

Provided that:

a) a courtesy vehicle will be provided for a maximum period of the duration of the repair except that:

i) if your vehicle is declared a constructive total loss and is not to be replaced under new for old the courtesy vehicle will be provided to you for a maximum of 4 consecutive days from the date you collect it or until the date when a Zurich Representative declares your vehicle a total loss whichever is the longer

ii) if your vehicle is to be replaced under new for old the courtesy vehicle will be provided to you for a maximum of 4 consecutive days from the date you collect the courtesy vehicle

b) if the courtesy vehicle is not returned or made available for collection at the agreed termination date, you will be responsible for all charges (including vehicle hire charges) from that date

c) we will not pay for the cost of fuel used or any fines, penalties or other charges in connection with the use of the courtesy vehicle following its collection by you

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

A courtesy vehicle cannot be provided until your claim has been accepted and cover has been confirmed. We aim to provide a courtesy vehicle within 1 working day of the vehicle booking in date however during a weekend or bank/public holiday it may not be possible to provide a courtesy vehicle until the following normal working day. We will not be responsible for any loss, cost or expense you incur if there is a delay in providing a courtesy vehicle to you.

Exclusions

This section does not cover:

1 Wear and Tear, Depreciation, Loss of Use, Breakdown or Damage to Tyres
   a) wear and tear
   b) depreciation
   c) loss of use
   d) mechanical, electrical, electronic or computer breakage, failure or breakdown
   e) damage to tyres caused by braking or by cuts, punctures or bursts

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

3 Diminution in Value
   any diminution in the value of the vehicle

4 Theft when Keys Used
   loss or damage caused by theft or attempted theft while the ignition keys or any other removable ignition device of the vehicle have been left in or on such vehicle

5 Deception
   loss or damage caused by deception

Section 3 – medical expenses

The cover

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

Our liability under this section is limited to £150 in respect of each person injured.

Section 4 – territorial limits and foreign travel

The cover

1 This policy applies in respect of accidents occurring within the territorial limits.

Provided always that in respect of commercial vehicles with a gross vehicle weight of over 7 tonnes, unless you have requested and we have agreed to extend cover, the cover under b), c) and d) of the territorial limits will be that necessary to satisfy the requirements of the compulsory motor insurance legislation applicable in relation to the use of the vehicle. For this purpose any exclusions, limitations and conditions of this policy incompatible with those requirements shall be ignored.

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

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

Provided always that:

a) such vehicle is covered against loss or damage by this policy

b) the contribution relates to the value of such vehicle.
Section 5 – unauthorised use

The Cover

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

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

Section 6 – unlicenced drivers

The Cover

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

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

Section 7 – trailers

The Cover

1 This policy applies:
   a) to any trailer or semi trailer (other than a disabled mechanically propelled vehicle) while attached to the vehicle
   b) to a vehicle’s one semi trailer while detached from the tractor unit.

2 Section 1 applies to any disabled mechanically propelled vehicle while attached to a vehicle.

3 Any additional trailer or semi trailer will be insured to the same extent as the vehicle while detached therefrom provided:
   a) such trailer or semi trailer has been declared to us and
   b) you have paid or agreed to pay the appropriate additional premium.

Exclusions

This section does not cover:

1 any trailer, semi trailer or disabled mechanically propelled vehicle being towed otherwise than in accordance with the law

2 loss of or damage to property being carried in or on any trailer, semi trailer or disabled mechanically propelled vehicle

3 loss of or damage to the towed disabled mechanically propelled vehicle

4 any trailer or semi trailer attached to a vehicle other than the vehicle

5 any trailer or semi trailer in your custody or control which is not owned or held under a hire purchase agreement by you, when detached from the vehicle or tractor unit, unless such trailer or semi trailer
   a) is on premises owned or occupied by you or secured in a locked garage or compound, or
   b) remains in close proximity to the vehicle or tractor unit

6 loss or damage in excess of the market value of the trailer or semi trailer immediately before such loss or damage.

Section 8 – service and repair

The Cover

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

Section 9 – no claim discount

1 If no claim arises under this policy during any period of insurance the next renewal premium will be reduced in accordance with our scale of no claim discount applicable at the time of such renewal.

2 No claim discount to which you are entitled will not be disallowed solely because of a claim by you under:
   a) section 2 for breakage of glass in the windscreen windows or sunroof of the vehicle or the scratching of bodywork resulting solely and directly from such breakage
   b) sub section 5 of section 2 for theft of keys
   c) sub section 3 of section 7 in respect of loss of or damage to any trailer or semi trailer which has been declared to us and is detached from the vehicle.

3 If more than one vehicle is covered under this policy this section will be applied as if a separate policy has been issued for each vehicle.
Section 10 – rebate for laying up

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

Section 11 – principal’s clause

In the event of any claim in respect of which you would be entitled to receive indemnity under section 1 being brought or made against any public or local authority or other principal we will indemnify the said public or local authority or other principal against such claim and/or any costs charges and expenses in respect thereof.

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

Section 12 – uninsured loss recovery service and motor prosecution defence

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

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

Definitions

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

We, Us, Our
Lawclub Legal Protection, part of Allianz Insurance plc.

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

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

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

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

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

a) The professional fees and expenses reasonably and properly charged by the legal representative, up to the standard rates set by the courts which you cannot recover from your opponent.

b) Your opponent’s costs which you are ordered to pay by a court or tribunal.

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

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

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

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

Period of Insurance
The period shown in the schedule.

The Cover

1 Accident Loss Recovery and Injury
We will pay the costs of you taking legal action as a result of any road accident which causes the following:
a) your death or bodily injury while you are in or getting into or out of the insured vehicle
b) damage to the insured vehicle
c) damage to property which you own or are legally responsible for and which is in or on the insured vehicle.

Provided always that:
i) the claim is not covered under any other insurance policy and
ii) there is a reasonable chance of recovering damages.
Exclusions to Cover 1 Accident Loss Recovery and Injury
We will not provide cover for:
1) any claim arising out of a contract you have with another person or organisation
2) a claim for an event which is not covered under your current motor insurance policy.

2 Motor Prosecution Defence
We will pay the costs of defending your legal rights after any event which results in the following:

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

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

Exclusions to Cover 2 Motor Prosecution Defence
We will not provide cover for:
1) driving while under the influence of drink or drugs
2) driving without insurance
3) parking offences for which you do not get points on your licence
4) any offence which would be covered under any other section of this policy.

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

Conditions of section 12
If you do not keep to the conditions we will have the right to refuse any claim and withdraw from any current claims.

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

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

3 We will have the right to do the following:
   a) take over and conduct in your name any claim or proceedings
   b) settle a claim by paying the amount in dispute
   c) appoint the legal representative in your name and on your behalf
   d) have any legal bill audited or assessed
e) contact the legal representative at any time and have access to all statements opinions and reports

f) end your claim if during the course of the claim we think there is no longer a reasonable chance of success. If you continue the claim and get a better settlement than we expected, we will pay your reasonable costs

g) at the end of the claim settle the costs covered by this section of your policy

h) end your claim and recover any costs from you that we have paid if:
   • the legal representative reasonably refuses to go on acting for you because of any unreasonable act of omission on your part that is likely to harm your case; or
   • you unreasonably withdraw your claim from the legal representative; or
   • you withdraw from the claim without our agreement.

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

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

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

6 Disputes
If there is a dispute between you and us the matter may be referred to an arbitrator who you and we agree to. If we and you cannot agree on an arbitrator the President of the Law Society or the Chairman of the Bar Council will choose one.

Whoever loses the arbitration must pay all costs involved. If the decision is not clearly against either you or us the arbitrator will decide how you and we will share the costs.

7 Cancellation Rights
Section 12 – uninsured loss recovery and motor prosecution defence cannot be cancelled in isolation. Please refer to the policy cancellation condition in section 14.

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

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

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

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

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

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

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

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

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

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

If the insured person has a complaint please contact our Customer Satisfaction Manager at:
Lawclub Legal Protection
2530 The Quadrant
Aztec West
Almondsbury
Bristol
BS32 4AW
United Kingdom.
Phone: 0345 0700 886
Email: legalprotection@allianz.co.uk

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

Lawclub Legal Protection is a trading name of Allianz Insurance plc (Registered in England No 84638).
Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.
Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 121849.

Lawclub Legal Protection trading address: 2530 The Quadrant, Aztec West, Almondsbury, Bristol, BS32 4AW.
Section 13 –

general exclusions

This policy does not cover:

1 **Unauthorised Use**
   any claim while the **vehicle** is with **your** general consent being:
   a) used for any purpose not permitted by the **certificate**
   b) driven by **any person** not authorised by the **certificate**.

   This exclusion shall not apply to claims under section 8

2 **Unlicenced Drivers**
   any claim while the **vehicle** is being driven:
   a) **by you** unless **you** hold a **licence** or have held and are not disqualified from holding or obtaining such a **licence**
   b) with **your** general consent by **any person** who **you** know does not hold a **licence** unless such person has held and is not disqualified from holding or obtaining such a **licence**.

   This exclusion shall not apply to claims under section 6

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

4 **Nuclear and War Risks and Government or Public Authority Order**
   death, injury, disablement or loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
   i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
   ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation**, **nuclear reactor** or other nuclear assembly or nuclear component thereof
   iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
   iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion iv) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
   v) except so far as is necessary to meet the requirements of the compulsory motor insurance legislation in the country in which the insured event occurs:
      1) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
      2) nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority

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

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

Section 14 –

general conditions

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

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

3 **Claims Procedure**
   Except with our written consent no person shall make any admission of liability, offer, repudiation or promise of payment on **your** behalf or any person claiming indemnity under this policy. We will be entitled to take over and conduct in your name, or that of any person entitled to indemnity under this policy, the defence or settlement of any claim or to bring any claim in the name of such person.
We or a solicitor appointed by us will have full discretion in the conduct of any proceedings and in the settlement of any claim and will be given all such information and assistance as they may require.

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

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

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

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

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

We have the right to cancel this policy or any section or part of it by giving 7 days notice in writing to your last known address. You will be entitled to a pro rata return of premium from the date of cancellation.

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

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

8 Arbitration
If we admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by you and us in accordance with the law at the time. You may not take any legal action against us over the dispute before the arbitrator has reached a decision.

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

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

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

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

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

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

14 Sanctions
Notwithstanding any other terms of this policy we will be deemed not to provide cover nor will we make any payment or provide any service or benefit to you or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of yours would violate any applicable trade or economic sanctions law or regulation.

15 Fair Presentation of the Risk
a) At inception and renewal of this policy and also whenever changes are made to it at your request you must:
   i) disclose to us all material facts in a clear and accessible manner; and
   ii) not misrepresent any material facts.
b) If you do not comply with clause a) of this condition we may:
   i) avoid this policy which means that we will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by you is proven by us to be deliberate or reckless in which case we will not return the premium paid by you; and
   ii) recover from you any amount we have already paid for any claims including costs or expenses we have incurred.

c) If you do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what we would have done if we had known about the facts which you failed to disclose or misrepresented:
   i) if we would not have provided you with any cover we will have the option to:
      1) avoid the policy which means that we will treat it as if it had never existed and repay the premium paid; and
      2) recover from you any amount we have already paid for any claims including costs or expenses we have incurred
   ii) if we would have applied different terms to the cover we will have the option to treat this policy as if those different terms apply. We may recover any payments made by us on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
   iii) if we would have charged you a higher premium for providing the cover we will charge you the additional premium which you must pay in full.

d) Where this policy provides cover for any person other than you and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession we will not invoke the remedies which might otherwise have been available to us under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than you.

Provided always that if the person concerned or you acting on their behalf makes a careless misrepresentation of fact we may invoke the remedies available to us under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

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

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

If you do not notify us of any such change we may exercise one or more of the options described in clauses c) i), ii) and iii) of general condition 15 but only with effect from the date of the change in circumstances or material facts.

17 Fraudulent Claims
If you or anyone acting on your behalf:

a) makes a fraudulent or exaggerated claim under this policy; or
b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
   c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
   d) submits a claim under this policy for loss or damage which you or anyone acting on your behalf or in connivance with you deliberately caused; or
   e) realises after submitting what you reasonably believed was a genuine claim under this policy and then fails to tell us that you have not suffered any loss or damage; or
   f) suppresses information which you know would otherwise enable us to refuse to pay a claim under this policy

we will be entitled to refuse to pay the whole of the claim and recover any sums that we have already paid in respect of the claim.

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

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

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

Not applicable to Section 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.