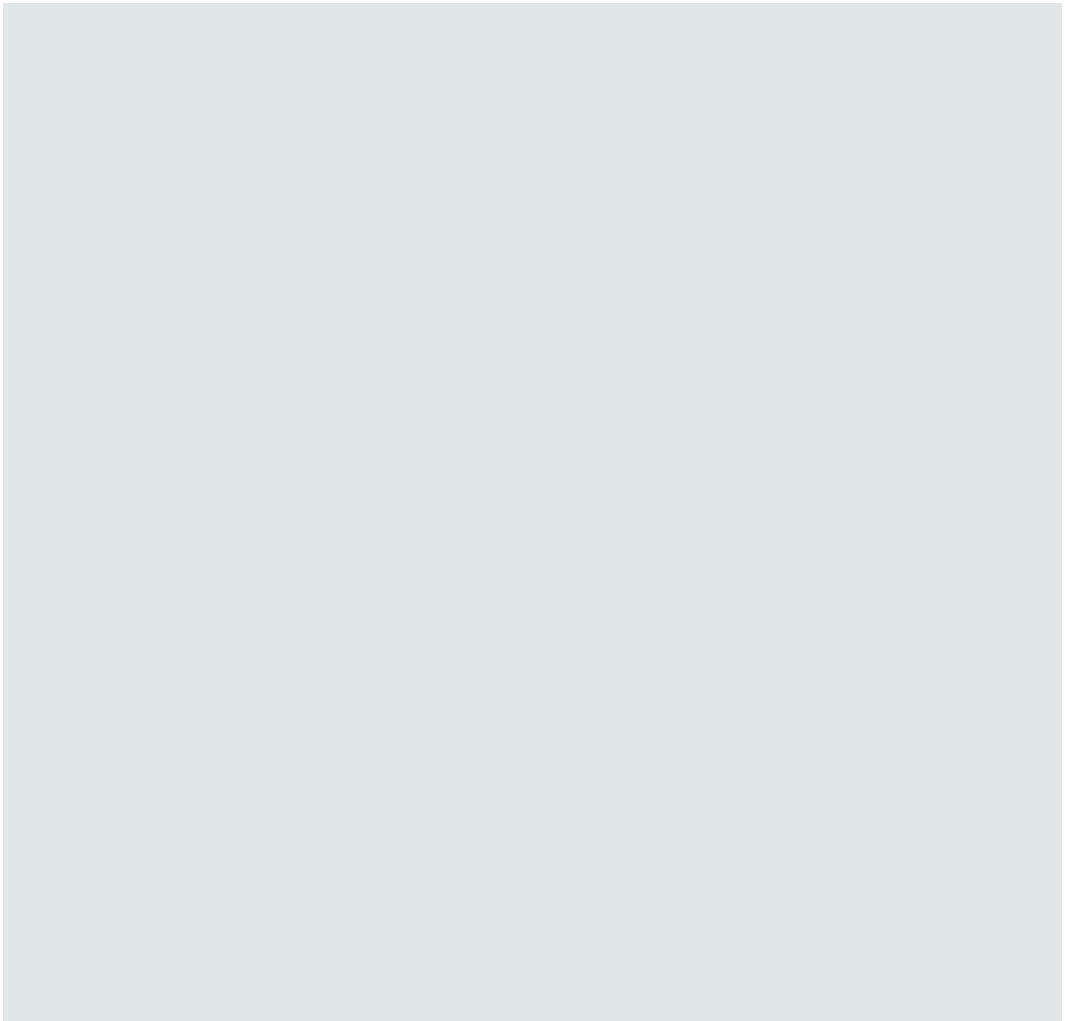


Commercial Vehicle

Policy document



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A warm welcome to Zurich

Thank **you** for taking out **your** Commercial Vehicle policy with **us** and welcome to Zurich Insurance plc.

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

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

www.zurich.co.uk

Your Commercial Vehicle policy

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

This policy and any schedule, endorsement and certificate should be read as if they are one document.

We will insure **you** to the extent defined in the policy documents 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 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 any schedule, endorsement and certificate carefully and if they do not meet **your** needs return them to **us** or **your** broker or insurance intermediary.

How we use Personal Information

We hold personal information in accordance with the Data Protection Act 1998. The information supplied to **us** by **you** may be held on computer and passed to other insurers and reinsurers for underwriting and claims purposes. **You** should show this to anyone whose personal information may be processed to administer this policy including handling any claims.

We use a variety of security technologies and procedures to help protect personal information from inappropriate use, and **we** will continue to revise procedures and implement additional security features as new technology becomes available.

We may use personal information for underwriting and claims purposes, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing, and risk management. **We** will only share personal information as described in this notice or where **we** are required or allowed to do so by law.

We may record or monitor telephone calls for security and regulatory purposes.

Motor Insurance Database

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

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

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

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

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

Policy Administration

In order to administer **your** insurance policy and any claims made against this policy **we** may share personal information provided to **us** with other companies within the Zurich Insurance Group and with business partners including companies inside and outside the European Economic Area. If **we** do transfer personal information including where **we** propose a change of underwriter **we** make sure that it is appropriately protected.

We may conduct searches about anyone whose personal information may be processed to administer this policy (including handling any claims) using publicly available sources. Examples are the edited electoral roll, county court judgments/ Scottish decrees, bankruptcy registers and other public databases. This helps **us** assess applications for insurance, provide renewal quotations and check the accuracy of information. These searches may be recorded by credit reference agencies but they will not affect any credit standing.

Claims History

When **you** tell **us** about an incident or claim **we** may pass information relating to it to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd (IDSL), Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI) or other relevant database.

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

This helps to check information provided and prevent fraudulent claims.

Fraud Prevention and Detection

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

- a) share information about **you** with other organisations including the police
- b) conduct searches using publicly available databases
- c) undertake credit searches
- d) check and share **your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related to other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

Please contact **us** if **you** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Data Protection Rights

Individuals have certain rights under the Data Protection Act 1998, including the right to ask for a copy of the information **we** hold about them. **We** may make a small charge for this. Individuals also have the right to ask **us** to correct their information if it is inaccurate.

If **you** want to know more about how **we** use personal information or have any data protection questions, please contact the Data Protection Officer, Zurich Insurance plc, 3000 Parkway, Whiteley, Fareham, Hants, PO15 7JZ.

About your Policy

Insurance policies are legal contracts and **your** insurance documents serve as evidence of the contract **you** have made with **us**. To understand exactly what cover **we** are providing to **you**, the following documents need to be read in conjunction with each other:

- **Policy wording** (this document) – This is **our** standard policy wording containing details of what is covered and what is excluded by the various sections.
- **Endorsements** – These amend or supplement the standard cover shown in the policy wording.
- **Schedule** – This contains details of **you**, **your** vehicle, the period of insurance, the type of cover and the premium.
- **Motor insurance certificate** – This is the evidence of insurance cover as required by law and it is the document **you** must show to the police or law courts if asked.
- **Statement of facts** – This records the information **you** have provided to **us** and any assumptions **we** have made (a new statement of facts will be sent to **you** whenever **your** broker processes a change to this information, and at renewal).
- **Renewal notice** – This sets out any changes to the policy wording and schedule details which apply from renewal date.

Please read and check these documents very carefully and keep them in a safe place.

If **you** have any questions about the cover **we** are providing, or **you** wish to change the cover, please contact **your** insurance broker immediately. If during the period of insurance the cover provided by **your** insurance policy is changed, replacement documents incorporating the changes will be issued.

The insurance

The insurance applies anywhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands (or whilst in transit between ports in this area) for the period of insurance shown in the schedule and motor insurance certificate.

Cancellation rights

If **you** decide that **you** do not want to accept the policy (or any subsequent renewal of the policy by **us**), please notify **us** using the contact details provided on the covering letter within 14 days of receiving it (or for renewals, within 14 days of **your** policy renewal date). **We** will only charge **you** on a pro rata basis for the time **we** have been on cover subject to a minimum premium of £15 (plus insurance premium tax). The balance of the premium will be returned to **you** but there will be no refund where **you** are cancelling the policy following a claim where the **vehicle** is a total loss and not being replaced.

Extent of cover

Comprehensive cover – All parts of this policy will apply if **you** have chosen comprehensive cover. There may be endorsements written into **your** schedule which may limit this cover.

Third party fire and theft cover – Sections A,B,C,G,H and I only will apply if **you** have chosen third party fire and theft cover. Under section B Loss of or damage to **your vehicle**, cover is limited to loss of or damage to **your vehicle** caused by fire, lightning, explosion,

theft and attempted theft. There may be endorsements written into **your** schedule which may limit this cover.

The meaning of words

The following words have the meaning shown below wherever they appear in **bold** in the policy:

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.

Excess – The amount **you** will have to pay if **your vehicle** is lost, stolen or damaged.

Hazardous goods – The term hazardous goods means those detailed in:

- a) The Dangerous Substances (Conveyance by Road in Road Tankers and Tank Containers) Regulations 1992
- b) The Carriage of Dangerous Goods (Classification Packaging and Labelling) and Use of Transportable Pressure Receptacles Regulations 1996
- c) The Carriage of Explosives by Road Regulations 1996

d) The Approved List of Dangerous Substances as published by the Health and Safety Executive.

Any other legislation of similar intent (including subsequent legislation) if applicable.

Husband or wife – The person to whom you are legally married.

Market value – The cost of replacing your vehicle taking into account its make, model, mileage, age, condition and the circumstances of its purchase by you.

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 designed or adapted for:

- the production or use of atomic energy
- the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which is capable of causing the emission of ionising radiation
- the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive 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.

Terrorism – Any act, including, but not limited to, the preparation of, use of or threat of any force, violence or life threatening act by any person or group of persons acting alone or on behalf of or in connection with any organisation or government, which appears to be intended for or from its nature and context is done in connection with political, religious, ideological or similar purpose, including the intention to influence, intimidate or coerce any government or put the public or any section of the public in fear, or appears to be intended to disrupt any segment of the economy. Any act deemed by the government to be an act of Terrorism.

Vehicle – The vehicle (and any accessories on or attached to it) described in your motor insurance certificate and any courtesy vehicle supplied by us whilst the vehicle is being repaired.

We/Us/Our – Zurich Insurance plc. (Broker Direct Plc will handle claims on Zurich Insurance plc's behalf)

You/Your/Yourself/The Insured or Company – The person, people or the Company shown in the Schedule as the Insured.

Section A

Claims information

An immediate call to **Claimline 0800 923 4234** will ensure that **your** claim is handled quickly and smoothly. Immediate assistance is available on this number 24 hours a day, 365 days a year. **Claimline** provides the following services:

- The first point of call to notify a motor accident, damage to **your** windscreen, vandalism or theft of **your vehicle** – regardless of fault.
- Experienced claims handlers at the end of the telephone 24 hours a day, 365 days a year.
- Priority service and speedy repair of **your vehicle** at one of **our** authorised repairers.

Your liability to others

What is covered

1 Cover **we** provide for **you**

We will pay all the amounts for which **you** are legally liable in respect of:

- the accidental death of or bodily injury to any person;
- accidental damage to anyone's property;
- costs recovered by any claimant and/or costs incurred in the defence of any claim where a claim is contested by **us**, or with **our** written consent;

caused by or arising out of:

- i) the use of
- ii) goods falling from
- iii) during the operations of loading/unloading **your vehicle**.

2 Cover **we** provide for other people

We will cover the following people for legal liabilities to others:

- Anyone **you** allow to drive **your vehicle** as long as they are allowed to by **your** motor insurance certificate and schedule and are using **your vehicle** within the limitations of use specified.

- Anyone travelling in, getting into or out of **your vehicle**.
- All companies forming **the insured** as though separate policies had been issued in their individual names, provided that the total limit of indemnity for all parties does not exceed the limit stated in the policy.
- Any principal of **the insured** provided that **the insured** would have been entitled to cover if the claim had been made against **the insured**.

Subject to the indemnity in respect of damage to property being limited to £5,000,000 (whilst **your vehicle** is carrying any **hazardous goods**, the indemnity is limited to £1,000,000) or such greater sum as may be required by the compulsory motor insurance legislation in the country in which the insured event occurs, including all costs for any one occurrence or series of occurrences arising from one cause.

3 Your legally appointed representatives

After the death of anyone who is covered under this policy, **we** will protect that person's estate against any liability they had if that liability is insured under this policy.

4 Legal fees and expenses

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 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 a country specified in section H)
- c) legal costs and expenses incurred with **our** prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide committed or alleged to be committed during the Period of Insurance in the course of the business

Provided always that:

- i) **our** liability under this clause shall not exceed £5million in any one period of insurance
- ii) **we** must consent in writing to the appointment of any solicitor or counsel who are to act for and on **your** behalf
- iii) **you** shall give **us** immediate notice of any summons or other process served upon **you** which may give rise to proceedings under this clause
- iv) in relation to any appeal counsel has advised there are strong prospects of such an appeal succeeding
- v) **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.

Otherwise the remainder of the policy applies

What is not covered

We will not cover liability for death of or injury to any employee in the course of their employment by anyone insured by this policy if the employer is covered by an employer's liability policy, except where required by the relevant Road Traffic Acts.

We will not cover liability for loss of or damage to property which belongs to, or is held in trust by, or is in the care, custody or control of, any person insured by this policy.

This section does not cover loss of or damage to **your vehicle** or trailer.

The liability of anyone who is covered under any other policy.

Any contractual liability.

Damage to any bridge, viaduct, weighbridge, road or anything beneath by vibration or by the weight of **your vehicle** and its load if **your vehicle** and/or trailer exceeds the maximum gross vehicle, plated or train weight permitted by the relevant law.

Death of or bodily injury to any person or damage to property caused directly or indirectly by pollution or contamination unless the pollution or contamination is caused directly by a sudden identified, individual, unintentional and unexpected incident which takes place entirely at a specific time and location during the period of insurance.

All pollution or contamination which results out of one incident shall be considered to have occurred at the time the incident took place. This exclusion to the policy shall not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation in force within the territorial limits of this policy.

Death of or bodily injury to any person or damage to property directly or indirectly caused by: delivery of a load where such delivery was not authorised, not ordered or unlawful; or, a 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.

Death of or bodily injury to any person or damage to property directly or indirectly attributed to: any defects in or the action of any commodities or goods or anything including packaging containers and labels

transported by or disposed of from **your vehicle** or any vehicle not **your** property or provided by **you**; or, treatment given or services provided at or from **your vehicle** or any other vehicle.

We will not cover liability for loss, damage, injury, death or any other cost or expense directly or indirectly caused by, resulting from or in connection with any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism** except as is necessary to meet the requirements of any compulsory motor insurance legislation in force within the territorial limits of this policy.

Any liability to anyone covered by this policy where the terms, conditions or exceptions have been breached.

We will not be liable for claims for death, bodily injury, damage to property and aircraft, arising from **your vehicle** being driven or used on that part of an aerodrome, airport, airfield or military base provided for the take off or landing of aircraft on the surface and aircraft parking aprons including the associated service roads refuelling areas and ground equipment parking areas.

Section B

Loss of or damage to your vehicle

What is covered

1 We will, at **your** request, pay for:

- loss of or damage to **your vehicle** up to the **market value** of **your vehicle**; and
- the cost of protecting and removing **your vehicle** to the nearest repairer and the reasonable cost of delivering **your vehicle** back to **you** after it has been repaired; and
- the cost of replacing affected locks and/or lock transmitter and central-locking system and/or affected parts of the immobiliser or alarm (or both) if the keys or lock transmitter of **your vehicle** are lost or stolen, up to a maximum of £1,000 in total for any claim arising solely out of this cause.

2 Obsolete and spare parts

If any part or accessory is not available, **we** will pay for that part up to the cost shown in the manufacturer's last UK price list, plus a reasonable fitting cost.

3 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.

4 Replacing **your vehicle**

If **your vehicle** has been owned by **you** or hired to **you** under a hire purchase agreement since new and during the period of one year after its first registration it is:

- lost by theft and not recovered within 28 days of the date on which the theft is first reported; or
- damaged to an extent greater than 50% of its list price (inclusive of tax) at the time of damage;

we will, subject to the consent of **you** and of other interested parties known to **us** and to **you** having comprehensive cover, replace **your vehicle** with a new one of the same manufacture and model subject to availability. Thereafter the lost or damaged vehicle shall be **our** property.

What is not covered

We will not cover any damage to **your vehicle** if at the time of the damage **your vehicle** was being driven by a person aged 17 to 24 and that person is not named in **your** insurance documents.

If **your vehicle** is lost, stolen or damaged, **you** will have to pay the first part of any claim as stated in **your** policy Schedule.

We will not pay any more than £750 (£250 if cover is third party fire & theft) for loss of or damage to permanently fitted audio equipment, navigation systems, telephones, two-way radios and their ancillary equipment unless it is the manufacturer's standard equipment for **your vehicle** when built and **you** have chosen comprehensive policy cover.

If such equipment is designed to be removable or partly removable and cannot function independently of **your vehicle**, we will pay for loss or damage occurring in a building when the equipment has been removed temporarily for safekeeping.

Loss of or damage caused directly or indirectly by fire if **your vehicle** is equipped for the cooking and/or heating of food and/or drink.

Confiscation or requisition or destruction of **your vehicle** by or under order of any government, public or local authority.

If at any time a claim arises under this policy where there is another insurance policy in force covering the same loss or damage, the Insurer will only pay its proportionate amount of the claim.

Any contractual liability.

We will not cover loss of or damage to **your vehicle** caused by or following theft or attempted theft if it is unoccupied at the time of theft or attempted theft, unless **your vehicle** was locked and the ignition key or other removable ignition device was removed from **your vehicle**.

We will not cover depreciation, wear and tear, loss of value after repairing **your vehicle**, mechanical, electrical, electronic or computer failures, breakdowns or breakages.

We will not cover damage to tyres caused by braking, punctures, cuts or bursts.

We will not cover any damage or destruction due to pressure waves caused by aircraft or other flying objects.

We will not pay for any damage which existed before **our** cover commenced.

We will not cover the loss of or damage to **your vehicle** resulting from fraud or deception or by use of a counterfeit form of payment which a bank or building society will not authorise.

Section C

Emergency treatment

If there is an accident insured by this policy, **we** will pay for emergency medical treatment which must be provided under any compulsory motor insurance legislation.

Any payment made in respect of emergency treatment alone will not reduce **your** no claim discount.

Section D

Medical expenses

We will pay medical, surgical and dental fees up to £100 for each person being carried in **your vehicle** if they are injured in an accident involving **your vehicle**.

Section E

Personal belongings

What is covered

We will pay, at **your** request, up to £100 for personal belongings while in or on **your vehicle** if they are lost or damaged by accident, fire, theft or attempted theft.

What is not covered

We will not pay for loss or damage to:

- money;
- securities (financial certificates such as shares and bonds);
- jewellery, watches;
- mobile phones, pagers and other communication equipment;
- goods or samples which **you** or any person insured by this policy carry in connection with any trade or business.

Section F

If you or your husband or wife are involved in an accident

What is covered

If **you** or **your husband** or **wife** are in an accident while travelling in **your vehicle** or getting into or out of **your vehicle** and this is the only cause of death or bodily injury to **you** or **your husband** or **wife**, we will pay £2,000 per person if:

- **you** or **your husband** or **wife** die; or
- **you** or **your husband** or **wife** suffer the total and permanent loss of sight in one or both eyes; or
- **you** or **your husband** or **wife** lose any limbs.

We will only pay for one benefit for death or injury to any person for any one injury in any one period of insurance.

What is not covered

We will not cover death or loss of sight or limb if this happens more than three months after the accident.

We will not cover any loss under this section if **you** are a firm, company or more than one person.

We will not make any payment for people aged 75 or over.

We will not cover any loss due to:

- deliberately injuring **yourself** or **your husband** or **wife**;
- suicide or attempted suicide;
- any injury caused by a natural disease or weakness;
- any injury caused by being under the influence of drugs or alcohol to a level which would be a driving offence in the country where the accident happens;
- Human Immunodeficiency Virus (HIV) and/or Acquired Immune Deficiency Syndrome (AIDS).

Section G

Trailers

What is covered

We will provide indemnity in terms of sections A and C in respect of:

- i) any disabled mechanically propelled vehicle which is being towed by **your vehicle**;
- ii) any trailer owned by **you** or for which **you** are responsible whilst it is:
 - a) attached to **your vehicle**
 - b) detached from **your vehicle**

Provided that **you** are not entitled to indemnity under any other policy **we** will also indemnify **you** (and no other person) in the terms of sections A and C in respect of any trailer described above whilst it is attached to a vehicle which is neither owned by **you** nor in **your** custody or control.

What is not covered

We shall not be liable for any liability arising out of the operation as a tool of trade of any plant forming part of the trailer (other than a lifting device for self loading) except in so far as is necessary to meet the requirements of any compulsory motor insurance legislation.

Loss of or damage to the towed vehicle or trailer or to property being conveyed by it.

Loss of or damage while the towed vehicle or trailer is being towed for reward.

Section H

Foreign travel and European Union compulsory insurance

The policy provides the minimum cover **you** need by law to use **your vehicle** in the following countries:

- any member of the EU, Iceland, Liechtenstein, Norway, Croatia and Switzerland;

provided that:

- **your vehicle** is taxed and registered in the UK;
- **your vehicle** is otherwise permanently kept in the UK;
- **your** main permanent address is in the UK.

If **you** wish to increase the level of cover up to the cover shown on **your** schedule, **you** must give **us** at least 14 days notice of **your** intended journey and, if required, an additional premium must be paid. The policy may be subject to additional terms and conditions.

Section I

General exceptions applying to this policy

No claim discount

Your premium is discounted if you do not make a claim in consecutive periods of insurance.

If you make a claim under your policy, any no claims discount will be reduced at next renewal, in accordance with our scale applicable at that time, unless we recover in full the payments we make in settlement of your claim.

Any payment made solely in respect of damage to glass in the vehicle's windscreen or windows and any scratching to the bodywork caused by the broken glass will not reduce your no claims discount.

This policy does not cover the following:

- 1 Loss or damage or legal liability caused directly or indirectly by:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous or contaminating properties of any **nuclear installation, nuclear reactor** or other explosive nuclear machinery or any part of it; or
 - any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
 - the radioactive, toxic, explosive or other dangerous or contaminating properties of any radioactive matter but the exclusion in this sub paragraph 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.

2 Loss, damage, injury or liability as a result of:

- earthquake; or
- underground fire; or
- war, invasion, revolution or any similar event.

However, **we** will provide the cover **you** need under any compulsory motor insurance legislation.

3 Any claim or damage arising while **your vehicle** is being:

- driven by anyone who is not mentioned in **your** motor insurance certificate; or
- used for a purpose which is not permitted by **your** motor insurance certificate.
- driven by anyone who does not hold a licence to drive **your vehicle** or who has a provisional licence and is not accompanied by a holder of a full licence.

However, this exception does not apply to:

- claims under section B (Loss of or Damage to **your vehicle**); and
- the cover given to **you** (and no other person) under section A (**your** liability to others);

while **your vehicle** is being used by a motor trader for servicing or repair.

4 Loss, damage or liability caused by riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands other than as required by any compulsory motor insurance legislation.

5 Loss, damage or liability arising from an accident outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands other than as provided for under Section H.

6 Consequential loss to **you** arising directly or indirectly from accident, injury or loss.

7 Legal liability arising out of any judgement in any court outside the territorial limits to which the policy applies.

General conditions applying to this policy

- 1 You shall pay the premium or any premium instalment on demand.
- 2 Claims – The things which you must do

If there is an incident which may result in a claim – either in respect of damage to the vehicle or a possible claim by a third party against **you** – phone **Claimline** 0800 923 4234 as soon as possible. **Claimline** will advise **you** and safeguard **your** interest.

When **you** contact **us** about a claim, **you** will need to tell **us**:

- **your** name and address
- the place where the loss or damage occurred
- what caused the loss or damage

You must also:

- send **us** immediately any writ or summons or letter before action and any other letter or communication which **you** receive
- tell **us** immediately about any claim or allegation made against **you** verbally
- notify **us** immediately of any impending prosecution, inquest or fatal injury inquiry

- not admit liability for or negotiate the settlement of any claim
- give **us** all the information and assistance which **we** require

If **your vehicle** is stolen, broken into, subject of attempted theft, or damaged deliberately, **you** must report the incident to the police as soon as possible and obtain a crime reference number.

You are obliged to take all reasonable actions to minimise the cost of a claim **under your** policy of insurance. **We** will assist and advise **you** in this regard, to the best of **our** ability in the light of **our** knowledge of the circumstances.

3 How we deal with claims

If **your vehicle** is lost, stolen or damaged, **we** may decide to:

- pay for any necessary repairs to **your vehicle**; (if **we** pay for any necessary repairs to **your vehicle**, **we** may decide to use suitable replacement parts which are not supplied by the original manufacturer); or
- replace **your vehicle**; or
- pay **you** for any loss or damage up to the **market value** of **your vehicle**.

If **your vehicle** is under a hire purchase agreement, **we** will pay the legal owner for the damage to **your vehicle**.

If **your vehicle** is on lease hire **we** may be required to make **our** payment to the owners (in this event **our** payment will be in full and final settlement of **our** liability under section B of **your** policy).

We can, in **your** name:

- take over and defend or settle a claim;
- take proceedings at **our** own expense and benefit to recover any payment for loss, damage, injury or death **we** have made under this policy.

4 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** shall be conditions precedent to any liability of **us** to make any payment under this policy.

5 Compulsory insurance

You must repay **us** any amounts which **we** are required by compulsory insurance legislation to pay out under this policy to the extent that **we** would not otherwise have been liable

to make such payments on account of a breach of any of the terms or conditions of this policy.

6 Cancelling your policy

You may cancel **your** policy by giving seven days notice.

We may cancel the policy by giving **you** seven days written notice to **your** last known address.

If **you** fail to pay an instalment when due **your** cover will immediately be reduced to the minimum required under the Road Traffic Act and will remain at this level until the instalment is paid or the policy is cancelled.

Upon cancellation, a return premium will be calculated and:

- if **you** have paid the total premium and not made a claim, a refund may be payable through **your** broker; or
- if **you** have been paying the premium by instalments, **you** remain liable for any outstanding balance and **we** will write to **you** to request immediate settlement of any amount due. **You** will not be entitled to a refund of any instalments already paid.

Confirmation of no claim discount will not be issued if the policy is in arrears.

7 Reasonable precautions

You must take all reasonable precautions to protect **your vehicle** from loss and damage and to keep it in a good roadworthy condition.

You must let one of **our** authorised representatives inspect **your vehicle** at any reasonable time.

8 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.

9 Vehicle sharing

Your policy also covers **your vehicle** when **you** are paid for carrying passengers for social reasons or similar, as long as:

- **your vehicle** is not built or adapted to carry more than eight passengers (not including the driver); and
- the passengers are not being carried as part of a business of carrying passengers; and
- **you** do not profit from the total amount of money **you** are paid for the journey.

If **you** have any doubts as to whether or not any vehicle sharing **you** have arranged is covered by this policy, please contact **your** insurance broker immediately.

10 Fair Presentation of the risk

1) 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.

2) 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 the Fair presentation of the risk condition but only with effect from the date of the change in circumstances or material facts.

11 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.

12 Contractual right of renewal

If **you** pay the premium to **us** using the direct debit instalment scheme **we** will have the right (which **we** may not use) to renew the policy each year and **we** will 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, as long as **you** tell **us** before the next renewal date, **we** will not renew it.

Our right to renew this policy does not affect **your** cancellation rights.

13 Sanctions

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

Our complaints procedure

Our commitment to customer service

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

Who to contact in the first instance

If **you** have a complaint about **your** policy or a claim **you** should first contact the insurance adviser who arranged the policy for **you**.

If this does not resolve the problem **you** can contact Broker Direct Plc on **01204 600 353**.

Or if **you** prefer **you** may write to Broker Direct Plc at:

Broker Direct Plc
Deakins Park
Egerton
Bolton
BL7 9RW

Broker Direct Plc have authority to handle complaints on behalf of Zurich Insurance plc. Broker Direct Plc are regularly monitored in their handling of complaints and in some instances may refer to Zurich Insurance plc who will oversee or deal directly with **your** complaint.

The Financial Ombudsman Service (ombudsman)

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

The ombudsman contact details are as follows:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

You can telephone for free on:

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

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

or e-mail: complaint.info@financial-ombudsman.org.uk

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

The ombudsman can help with most complaints if **you** are:

- a consumer
- a business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed €2 million
- a charity with an annual turnover of less than £1 million
- a trustee of a trust with a net asset value of less than £1 million.

If **you** are unsure whether the ombudsman will consider **your** complaint or for more information please contact the ombudsman directly, or visit <http://www.financialombudsman.org.uk>

The Financial Services Compensation Scheme (FSCS)

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



Broker Direct Plc

Broker Direct Plc is registered in England. No. 2958427.

Registered office: Deakins Park, Deakins Mill Way, Egerton, Bolton, BL7 9RW.

Authorised and regulated by the Financial Conduct Authority. Our firm's registration number is 307607. Registrations recorded on www.fca.org.uk

Underwritten and administered by Zurich Insurance plc.

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

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

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