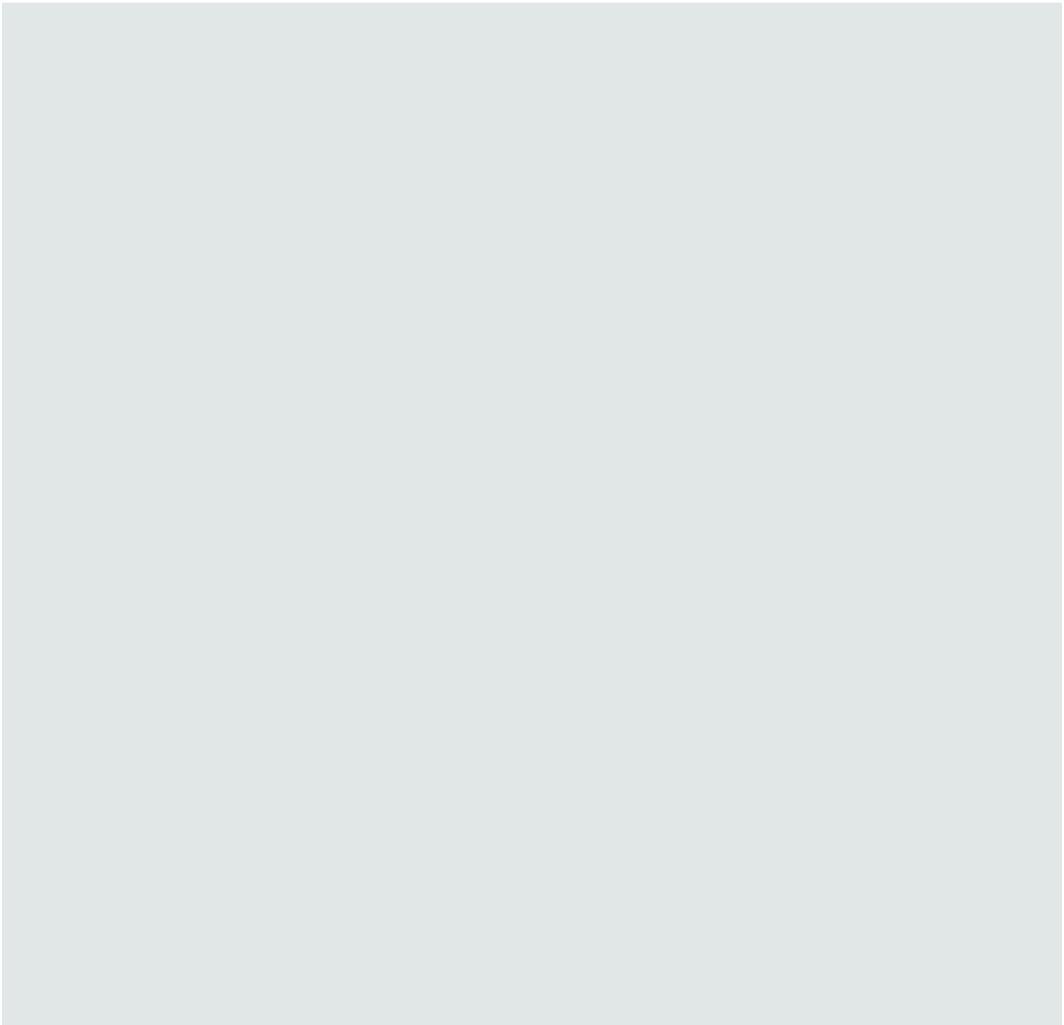


# Commercial Vehicle

Policy document



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# How we use your information

## **Who controls your personal information**

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

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

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

## **What personal information we collect about you**

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

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

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

## **How we use your personal information**

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

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

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

## **Who we share your personal information with**

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

- associated companies including reinsurers, suppliers and service providers;
- introducers and professional advisers;
- regulatory and legal bodies;

- survey and research organisations;
- credit reference agencies;
- healthcare professionals, social and welfare organisations; and
- other insurance companies

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

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

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

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

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

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

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

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

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

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

### **Your data protection rights**

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

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

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

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

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

## **Fraud prevention and detection**

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

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

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

## **Claims history**

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

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

This helps to check information provided and prevent fraudulent claims.

## **Motor Insurance Database**

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

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

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

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

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

# 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.

# 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.

# General exceptions applying to this policy

## Section I

### 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 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**

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.

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

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

## **Next steps if you are still unhappy**

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

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

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

You can also contact them as follows:

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

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

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

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

### **The Financial Services Compensation Scheme (FSCS)**

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



### **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](http://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.

Zurich Insurance plc is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation by the Financial Conduct Authority are available from us on request. Our FCA Firm Reference Number is 203093.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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