

Commercial Vehicle and Fleet Policy Documentation



Commercial Vehicle and Fleet Insurance Policy



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Advice on how to claim

IF YOU HAVE AN ARRANGEMENT TO REPORT ACCIDENTS TO YOUR INSURANCE BROKER PLEASE NOTIFY THEM AS QUICKLY AS POSSIBLE IN ACCORDANCE WITH THE INSTRUCTIONS YOU HAVE BEEN GIVEN.

OTHERWISE:

PLEASE NOTIFY US OF YOUR CLAIM ON THE DAY OF THE INCIDENT IF YOU CAN.

You should report all incidents involving your vehicles as quickly as possible regardless of blame.

YOU CAN TELEPHONE ON: 0808 100 8181

This line is available 24 hours a day, 365 days a year and it is important to report claims to us early so that we can act quickly for you and control the cost of your claims as efficiently as possible.

OR, YOU CAN REPORT A CLAIM ONLINE AT:

www.QBEurope.com/motor/claims/report_speed_claim_req.html

By completing the **online speed report – input form** you will receive an immediate acknowledgement of the incident report by email.

ALTERNATIVELY YOU CAN SUBMIT YOUR COMPLETED CLAIM FORM TO US AT:

QBE Insurance (Europe) Ltd

Motor Claims Department

One Coval Wells

Chelmsford

Essex

CM1 1WZ

IF HOWEVER YOU WISH TO SUBMIT YOUR COMPLETED CLAIM FORM BY EMAIL OR FAX TRANSMISSION PLEASE USE THE FOLLOWING:

Email: newclaim.motor@uk.qbe.com

Fax: **01245 272585**

We will acknowledge your claim quickly and confirm the action that we are taking on your behalf.

Legal expenses cover (section D)

If you want to make a claim under this section of the policy please make this clear when telephoning us on **0808 100 8181** and quote: **MASTER POLICY NUMBER: 36520.**

We will take all relevant details, validate the claim and liability for the incident and commence the appropriate recovery processes where we agree that there are reasonable prospects for recovery.

PLEASE REFER TO SECTION 7 OF THIS POLICY FOR FULL DETAILS OF THE DUTIES OF THE INSURED IN THE EVENT OF A CLAIM OR POTENTIAL CLAIM.

REPORTING CLAIMS TO US QUICKLY WILL ASSIST US IN CONTROLLING THE COST OF CLAIMS AS EFFICIENTLY AS POSSIBLE.

Please also note that the contents of this page do not form part of this policy contract.

1 Our agreement in general

1.1 Parties to this agreement

This Commercial Vehicle and Fleet Insurance Policy is between the **insured** as declared in the **schedule** and the **insurer**. QBE Insurance (Europe) Limited is a member of the QBE Insurance Group and its operating address is One Coval Wells, Chelmsford Essex CM1 1WZ, tel: +44 (0)1245 272700 fax: +44 (0)1245 272701. Web: www.qbeeurope.com/motor

Lawclub Legal Protection, whose address is Redwood House, Brotherswood Court, Great Park Road, Bradley Stoke, Bristol BS32 4QW, who manage claims under **insured section D** of this **policy** and **insured section 10.4 General** of this policy **Endorsement FX31 - Legal Expenses and Advice - Uninsured Loss Recovery**, on behalf of the **insurer**.

1.2 What is this document?

This document, together with its **schedule** and any attached endorsements is the **policy** which sets out **your** insurance. It is a legal contract so please read all of it carefully. If there are any changes to the material facts presented in arranging this insurance **you** must inform the **insurer** immediately.

1.2.1 The cover provided is shown in the current **schedule** that determines which **insured sections** of this **policy** apply. Clauses 6 – 11 apply to all **insured sections**.

Cover	Insured sections
Comprehensive	All insured sections and clauses.
Third Party Fire and Theft	Insured sections A, B (but loss or damage solely in respect of Fire or Theft) C and D .
Third Party and Fire	Insured sections A, B (but loss or damage solely in respect of Fire) C and D .
Third Party Only	Insured sections A, C and D .
Accidental Damage Fire and Theft Only	Insured section B .
Fire and Theft Only	Insured section B (but loss or damage solely in respect of Fire or Theft).
Road Traffic Acts Only	Insured section A and C (but solely as necessary to meet the requirements of the Road Traffic Acts).
Legal Expenses	Insured section D only.

1.3 Policy Period and Premium

1.3.1 The **policy** will provide insurance as described in clause 1.2 for the **period of insurance** provided the premium and other charges are paid to and accepted by the **insurer**. Taxes, levies and other relevant fiscal charges are payable in addition to the premium.

1.3.2 In the event that the premium is not received on or before inception by the **insurer** or the intermediary appointed to place this insurance, then;

- a) the **policy** may be cancelled in accordance with clause 8.4; and
- b) the **insurer** may commence action for the recovery of any premium due for the **period of insurance** provided and/or may at their own option deduct the premium due from any settlement due in respect of a claim.

1.4 Basis for the Policy

1.4.1 All information supplied by the **insured** in connection with the application for insurance including any proposal form, application form or otherwise and supplied by or on behalf of

the **insured** will be incorporated into and form the basis of the **policy**. It shall be a condition of the **policy** that all such information is true so far as it is within the **insured's** knowledge or could, with reasonable diligence, have been ascertained by the **insured**.

1.4.2 It is a further condition of the **policy** that there shall be no material change in, or addition to, the information mentioned in clause 1.4.1, either before or during the **period of insurance**, except that if the **insured** or its agents inform the **insurer** immediately of any such material change or addition the **insurer** may agree to continue the **policy** on such terms and conditions as it may determine.

1.4.3 In the event of a breach of any condition in this clause, and without prejudice to any other rights of the **insurer**, the **insurer** may cancel the **policy** in accordance with clause 8.4.

1.5 Cooling off period

1.5.1 Where the **insured** is a private individual or sole trader, including a partnership in England and Wales, then the **insured** has a right to cancel this **policy** during a period of fourteen (14) days either from the day of purchase of the insurance, or the day on which **policy** documentation was received, whichever is the later.

1.5.2 The **insured** must write to the broker or intermediary shown on the **schedule**. On receipt of the notice of cancellation, the **insurer** will refund any premiums paid less a charge of forty pounds (GBP40) or pro rata charge for the period on cover provided whichever is the greater.

If this right is not exercised the insurance will continue for the full term but the **insurer** may cancel this insurance in accordance with the cancellation provisions above and at clause 8.4.

1.5.3 Alternatively and where the **insured** is not an individual or sole trader then this **policy** may be cancelled only in accordance with the cancellation provisions at clause 8.4.

1.6 Privacy

1.6.1 The **insurer** collects non-public personal information about the **insured** and the **insured person** from the following sources:

- a) information the **insurer** receives from the **insured** on applications or other forms;
- b) information about the **insured's** transactions with the **insurer**, its subsidiary, parent and or other group companies, or others;
- c) information the **insurer** receives from consumer reporting agencies.

1.6.2 The **insurer** does not disclose any non-public personal information relating to the **insured** and/or any **insured person** to anyone except as is necessary in order to provide its products or services to the **insured** or otherwise as it is required or permitted by law (e.g. a subpoena, fraud investigation, regulatory reporting etc.).

The **insurer** restricts access to non-public personal information relating to the **insured** and/or any **insured person** to its employees, its subsidiary, parent and or other group companies, their employees or others who need to know that information to service the **insured's** account. The **insurer** maintains physical, electronic, and procedural safeguards to protect the **insured's** non-public personal information.

1.6.3 Telephone calls

The **insurer** may record and/or monitor telephone calls for the protection of the **insurer** and the **insured**.

1.7 Signature

1.7.1 In evidence of the **insurer** intention to be bound by this insurance, it prints the signature of its Managing Director of Motor below.



2 Insured section A - Liability to others

2.1 Liability cover

- 2.1.1 If arising out of the use of the **insured vehicle** it is involved in an **accident** or an **accident** occurs in direct connection with the loading or unloading thereof the **insurer** will indemnify the **insured** against liability at law for damages and claimant's costs in respect of death or bodily injury to any person or damage to any **property** resulting from the **accident**. The **insurer** will also indemnify:
- 2.1.2 any person permitted by the **schedule** to drive the **insured vehicle**;
- 2.1.3 at the **insured's** request any passenger or person (other than the person driving) whilst travelling in or getting into or out of the **insured vehicle**;
- 2.1.4 the owner of the **insured vehicle** as though they were the **insured**;
- 2.1.5 following the death of anyone **insured** under this insurance, that person's legal representative for any liability incurred by that person.

2.2 Liability costs and expenses

The **insurer** will at their own option indemnify the **insured** if arising out of the use of the **insured vehicle** it is involved in an **accident** or an **accident** occurs in direct connection with the loading or unloading thereof and the **insurer** will pay:

2.2.1 Defence expenses

legal fees and costs incurred in dealing with or defending any action at law by which damages in respect of death, bodily injury or damage are claimed against any person covered by this insurance;

2.2.2 Fatal inquiry expenses

solicitors' fees for representation at any Coroner's inquest or fatal inquiry in respect of such **accident** or for defending in any criminal proceedings relating to such **accident**, provided they are heard in the Magistrates Court;

2.2.3 Manslaughter defence expenses

legal expenses in respect of any proceedings taken against a person insured under this insurance for manslaughter, or reckless or dangerous driving causing death, in respect of his or her driving at the time of the **accident**;

Subject to the **insurer** reserving the right at any time to relieve themselves of any further liability under clauses 2.2.1, 2.2.2 or 2.2.3 on payment to the **insured** of the expenses incurred to that date;

2.2.4 Emergency medical treatment costs

emergency medical treatment as required by the **Road Traffic Acts**;

provided that the person claiming indemnity under clause 2.2 and any person on whose behalf indemnity is claimed shall have complied with the terms and conditions contained in the **policy**.

2.3 Extensions to liability cover

2.3.1 Principals

Notwithstanding exclusion 6.5 the **insurer** will indemnify a principal for any legal liability incurred by the **insured** when using the **insured vehicle** for contract work on behalf of the principal provided that:

- a) the **insured** shall have arranged with the principal for the conduct and control of all claims for which the **insurer** may be liable to be vested in the **insurer**;
- b) the **insurer** shall not be liable in respect of:
 - i) liability which attaches to the principal by virtue of an agreement which would not have attached in the absence of such agreement;
 - ii) bodily injury to the principal for any amount for which the **insured** would not be liable in the absence of such an agreement;
 - iii) damage to **property** belonging to or held in trust by or in the custody or control of the principal for any sum in **excess** of the amount required to indemnify the principal;
 - iv) liability which arises other than by reason of the negligence of the **insured** or an employee of the **insured**.

2.3.2 Third party contingent liability

The **insurer** will indemnify the **insured** for liability arising from the use of or driving of any vehicle not the property of or provided by the **insured** but which is being used in connection with the business of the **insured** by any person in the employment of the **insured** except that the **insurer** shall not be liable:

- a) for any loss or damage to the vehicle being driven; or
- b) for any loss or damage to any property being carried therein; or
- c) where there is any other insurance in force covering the same liability.

2.3.3 Towing

The **insurer** will indemnify the **insured** for liability arising from an **accident** caused by the towing of a **trailer** or disabled mechanically propelled vehicle by the **insured vehicle** except that the **insurer** shall not be liable:

- a) for damage to the **trailer** or disabled mechanically propelled vehicle being towed nor for any load carried in or on it;
- b) if the disabled mechanically propelled vehicle is being towed for hire or reward.

2.3.4 Trailers

The **insurer** will indemnify the **insured** for liability arising from an **accident** involving a **trailer** owned by or in the custody or control of the **insured** when detached from the **insured vehicle** and out of use but remaining on the **insured's** premises or while temporarily detached from the **insured vehicle** during the course of a journey, provided that full details of such **trailer** have been given to and accepted by the **insurer**.

2.3.5 Unauthorised movement of thirty party vehicles

The **insurer** will indemnify the **insured** for liability arising from an **accident** caused by or in connection with the moving without the authority of the owner of any motor vehicle parked in such a position as to obstruct the legitimate passage or the loading or unloading of the **insured vehicle**. In these circumstances the obstructing vehicle shall not be regarded as being held in trust by or in the custody or control of the **insured**.

2.3.6 Unauthorised use of an insured vehicle

The **insurer** will indemnify the **insured** for liability arising from the unauthorised use of the **insured vehicle** by any person in the employment of the **insured** provided that the **insured** shall have taken all reasonable precautions to ensure that its employees are made aware of and comply with restrictions applicable to the use of the **insured vehicle**.

2.3.7 **Unlicensed drivers where a licence is not required by law**

The **insurer** will indemnify the **insured** for liability arising out of the driving of the **insured vehicle** by an unlicensed driver when a licence is not required by law, provided always that

- a) such person is driving on the order or with the permission of the **insured**, and
- b) such person is of an age to hold a licence applicable to the type of **vehicle** being driven; and
- c) the person claiming indemnity and any person on whose behalf indemnity is claimed shall have complied with the **policy** terms and conditions.

2.4 **Liability limitations and exclusions**

2.4.1 **Cumulative limit of indemnity**

The **insurer** shall not be liable to pay any amount in excess of:

- a) Five million pounds (GBP5m) in respect of any one **accident** or series of **accidents** arising out of one event for damage to **property** arising out of use of any **insured vehicle** not being a **private car**;
- b) Twenty million pounds (GBP20m) in respect of any one **accident** or series of **accidents** arising out of one event for damage to **property** arising out of use of any **private car**.

2.4.2 **Fines, penalties**

This insurance does not cover liability for fines, penalties, punitive or exemplary damages.

2.4.3 **Injury from employment**

This insurance does not cover liability for the death of or bodily injury to any person arising out of and in the course of that person's employment by any person entitled to indemnity under this **insured section A**, except in so far as may be required by the **Road Traffic Acts** or any applicable UK or EU law or directive.

2.4.4 **Injury to the driver**

This insurance does not cover liability for the death of or bodily injury to any person driving the **insured vehicle** or in charge of it for the purpose of driving it.

2.4.5 **Loading and unloading an insured vehicle**

This insurance does not cover liability for death, bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the:

- a) bringing of the load to the **insured vehicle** for loading thereon; or
- b) taking away of the load from the **insured vehicle** after unloading.

2.4.6 **Mis-delivery**

This insurance does not cover liability for death, bodily injury or damage to property, arising directly or indirectly by the wrongful collection or delivery of a load, or where the load does not conform to the specification of the customer.

2.4.7 **Property owned or in custody**

This insurance does not cover liability for loss of or damage to:

- a) any premises belonging to or occupied by the **insured** or any other person entitled to or claiming indemnity under this **insured section A** or any fixtures and fittings therein;
- b) any other **property** owned by or in the custody or control of the **insured** or any other person entitled to or claiming indemnity under this **insured section A**;
- c) any **property** or load being conveyed by the **insured vehicle** or any **trailer** owned by or in the care of the **insured** or any other person entitled to or claiming indemnity under this **insured section A**;

except in so far as may be required by the **Road Traffic Acts** but in any event not for any amount in excess of the minimum requirements thereunder.

2.4.8 **Tool of trade use**

This insurance does not cover liability for an accident arising out of the operation as a tool of any **insured vehicle** or **trailer** except in so far as may be required by the **Road Traffic Acts**.

3 Insured section B - Loss or damage to the insured vehicle

3.1 Loss or damage cover

If the **insured vehicle** is lost, stolen or damaged by:

- 3.1.1 accidental damage including malicious damage but excluding malicious damage by anyone employed by the **insured**; or
- 3.1.2 fire, self-ignition, lightning or explosion but excluding damage to that part where the fire originates; or
- 3.1.3 theft or attempted theft excluding obtaining property by deception; or
- 3.1.4 frost;

then the **insurer** will pay at their option:

- a) the reasonable cost of repairing any damage to the **insured vehicle** within its **market value**; or
- b) the **market value**, purchase price or the **insured's** estimate of value shown in the **schedule** of the **insured vehicle** whichever is the lower if the **insured vehicle** is damaged beyond economical repair; or
- c) the cost of replacing the **insured vehicle**, or any part thereof which has been lost or damaged, with one of a similar type and in similar condition; and
- d) the reasonable costs of protection and removal of the **insured vehicle** to the nearest suitable repairers if it is disabled as a result of the damage; and
- e) the reasonable cost of delivery to the **insured** in the United Kingdom after repair.

3.2 Loss or damage costs and expenses

Not applicable.

3.3 Extensions to loss or damage cover

Solely in respect of **private cars**, the **insurer** will pay the following benefits.

3.3.1 Lock replacement

If the **insured vehicle** is covered for comprehensive benefits, then in the event of the keys or lock transmitter being lost or stolen and provided that the loss has been reported to the police, the **insurer** will pay up to one thousand pounds (GBP1,000) (after deduction of any **excess**) towards the cost of replacing the door locks, boot lock, the ignition or steering lock, the lock transmitter and central locking interface.

3.3.2 Medical Expenses

The **insurer** will pay up to the amount specified in the **schedule** per person for any medical expenses necessarily and properly incurred if the driver and/ or passenger(s) are injured in an accident directly involving the insured **private car**.

3.3.3 Personal Accident Benefits

If the driver of the insured **private car** is accidentally injured in direct connection with an accident arising from the use of the **private car** or whilst travelling in, or getting onto or out of the **private car**, then if within thirteen (13) weeks of the accident the injury is the sole cause of:

- a) death;
- b) loss of any limb;
- c) irrecoverable loss of all sight in one or both eyes;

the **insurer** will pay a benefit of five thousand pounds (GBP5,000) except that no payment will be made:

- a) to anyone under the age of twenty one (21) at the date of the accident;
- b) to anyone over the age of seventy (70) at the date of the accident;
- c) for any intentional self-injury, suicide or attempted suicide;
- d) for death or bodily injury while under the influence of drink or drugs;
- e) in respect of further loss of or injury to any limb or eye which was defective prior to any accident covered by this insurance;
- f) in respect of the driver of a commercial vehicle for use in connection with the business of the insured;
- g) for any amount in excess of five thousand pounds (GBP5,000) in any one **period of insurance**.

The payment of any benefit will be made direct to the driver or to his/her legal representative.

3.3.4 Personal Effects

At the request of the **insured** the **insurer** will pay up to the amount as specified in the **schedule** for each incident resulting in the loss of or damage to the personal effects of the driver and any occupant being carried in or on the **insured vehicle** if this is due to an accident, fire, theft or attempted theft the subject of this insurance except that the **insurer** will not be liable to pay for:

- a) money, credit/charge cards, stamps, tickets, jewellery, portable audio and/or TV equipment, DVD players, MP3 players including Iphones, media players and accessories, compact discs, cassettes, cameras, digital video discs (DVDs), documents or documentation of any kind, including (without limitation) securities;
- b) mobile telephones, office and/or business equipment, trade goods or samples;
- c) computers and/or their components and/or their attachments and portable electronic equipment;
- d) **property** insured under any other insurance.

3.3.5 Private car – new for old replacement vehicle

Where the insured **private car** is stolen and not recovered or it is damaged in an **accident** or by fire, the **insurer** will replace it with a new car of the same make, model and specification except that the **insurer** will not be liable under this endorsement:

- a) if the insured **private car** is not within one year of first registration; and
- b) unless the cost of repairs covered by this **policy** will exceed sixty per cent (60%) of the manufacturers list price (including vehicle tax and VAT) at the time of purchase; and
- c) unless the insured **private car** is owned by and registered to the **insured**;
- d) if a replacement **private car** of the same make, model and specification is not available, then the most the **insurer** will pay is the **market value** of the private car at the time and date of the loss or damage.

3.4 Loss or damage limitations and exclusions

3.4.1 Cumulative limit of indemnity

This **insured section B** does not cover any amount in excess of two million pounds (GBP2m) in connection with any occurrence or series of occurrences arising out of any one event.

3.4.2 Damage to tyres

This **insured section B** does not cover damage to tyres due to application of brakes, side slips, cuts, bursts or punctures or otherwise resulting from any cause other than an accident involving the **insured vehicle**.

3.4.3 Deception

This **insured section B** does not cover any loss suffered through the obtaining of **property** by the offence of fraud by false representation.

3.4.4 Diminution in value

This **insured section B** does not cover any diminution in value of the **insured vehicle** following repair thereof.

3.4.5 Excess

This **insured section B** does not cover the first part of each claim (the **excess**) in respect of **accidental** damage if the **insured vehicle** is damaged whilst being driven by a young or inexperienced driver (as defined below) or in the charge of such a person for the purpose of being driven by him or her. The amount of any such **excess** shall be:

	Driver / Person in charge	Amount of excess
a)	Under twenty one (21) years of age.	Three hundred pounds (GBP300)
b)	Twenty one (21) years of age or over, but under twenty five (25) years of age.	Two hundred pounds (GBP200)
c)	Over twenty five (25) years of age when that person has not held a full Great Britain or Northern Ireland driving licence to drive a vehicle of the same class for twelve (12) months or holds a provisional driving licence.	Two hundred pounds (GBP200)

The above amounts are in addition to any other **excess** which may apply as otherwise specified on the **schedule**.

3.4.6 Impounding of the insured vehicle

This **insured section B** does not cover loss of or damage to the **insured vehicle** arising from it being impounded as a result of a road traffic accident or vehicle licence offence or Custom and Excise offence or under the provisions of the 4th EU Motor Insurance Directive (Motor Insurance Database) or for any penalties imposed because of the incorrect disposal of the **insured vehicle** deemed to be an End of Life Vehicle (ELV) following settlement on a total loss basis and where the **insurer** did not retain the salvage for disposal.

3.4.7 Loss of use

This **insured section B** does not cover loss of use of the **insured vehicle**, or any other loss or damage other than expressly and specifically insured under **insured section B**.

3.4.8 Mechanical or electrical breakdowns

This **insured section B** does not cover mechanical, electrical, electronic, computer failures or breakdowns or breakages, or damage to the transmission by application of the brakes.

3.4.9 Obsolete Spare Parts Clause

This **insured section B** does not cover any amount in excess of the price shown in the manufacturer's last list price at the date of the loss or damage where that part or accessory is unobtainable or obsolete in pattern.

- 3.4.10 **Sound reproducing equipment and communications equipment**
This **insured section B** does not cover loss of or damage to tapes, cassettes, compact discs, MP3 players and accessories, visual and sound reproducing equipment, DVD players, telephones or other communications equipment, radar detection equipment and unless fitted by the manufacturer at first registration, electronic satellite navigation equipment.
- 3.4.11 **Subsequent damage**
This **insured section B** does not cover any additional damage resulting from the **insured vehicle** being moved by any **insured person** after an **accident** or fire or theft.
- 3.4.12 **Security / immobiliser / keys**
This **insured section B** does not cover loss of or damage to the **insured vehicle** arising from theft or attempted theft if:
- a) the **insured vehicle** has not been secured by means of the door and boot locks or if the windows or any form of sliding roof, sliding door, hood or removable panel roof have been left open or unlocked when the **insured vehicle** is parked and unattended; and
 - b) the immobiliser fitted by the vehicle manufacturer or fitted post manufacture or as specified and agreed by the **insurer** has not been maintained in working order at all times and has not been activated when the **insured vehicle** is parked and unattended; and
 - c) the keys or other device which unlocks the **insured vehicle** have been left in or on the **insured vehicle** or not removed to a safe and secure place.
- 3.4.13 **Trailers**
This **insured section B** does not cover loss of or damage to any **trailer**, unless full details of such **trailer** have been given to and accepted by the **insurer**. The **insured sections** applying to any such declared **trailer(s)** will be identical to its motive unit.
- 3.4.14 **Wear and tear**
This **insured section B** does not cover wear and tear or depreciation or that part of the cost of repair which improves the **insured vehicle** beyond its condition at the time of the loss or damage.
- 3.4.15 **Fuel**
This **insured section B** does not cover loss of petrol or diesel fuel by any means.
- 3.5 Other terms and conditions**
- 3.5.1 **Take reasonable precautions**
The **insured** shall take all reasonable precautions to maintain the vehicle and or trailer in a roadworthy condition and protect it from damage and/or loss.
- 3.5.2 **Cherished or personal vehicle registration mark (number plate) disposal**
If the **insured vehicle** is damaged beyond economical repair and the **insured** requests that they retain a cherished or personal registration mark the **insured** must follow the procedure laid down under the Driver and Vehicle Licencing Agency (DVLA). This will include completion of the DVLA retention and transfer application forms and the **insured** will be responsible for the appropriate fee. If it is intended to apply to retain the registration mark the **insured** must notify the **insurer** immediately and provide details of the replacement **vehicle** registration mark as soon as it is notified. If the **insurer** is not notified immediately of the intention to retain the registration mark, the **insurer** will proceed with the disposal of the vehicle salvage including the vehicle registration mark.
- 3.5.3 **Standard accessories or spare parts**
For the purposes of this **insured section B** any standard accessory, spare part, component, or non standard part which has been agreed by the **insurer** and which is fitted to the **insured vehicle** shall be treated as part of it.

3.5.4 **Replacement parts**

The **insurer** may at their option fit replacement parts which have not been made by the **vehicle's** manufacturer but which are of a similar standard.

3.5.5 **Hire purchase agreement**

If to the knowledge of the **insurer**, the **insured vehicle** is the subject of a hire purchase or other credit purchase agreement, payment in respect of the total loss of the **insured vehicle** under this **insured section B** shall be made to the legal owner whose receipt shall be a full and final discharge of the **insurer's** liability in respect of such loss or damage.

4 Insured section C - Foreign use

4.1 Foreign use cover

4.1.1 This insurance by this **policy** is extended, without charge, to provide an indemnity in respect of an accident arising outside the **territorial limits** in any:

- a) member of the European Union;
- b) other country for which the commission of the European Union is satisfied that arrangements have been made to meet the requirements of EU Directives on insurance;

except that the **insurer** will only provide the minimum indemnity necessary to comply with the laws relating to compulsory insurance of motor vehicles (or, if higher, the law applicable as if the place where the **insured vehicle** was used when the event occurred were in Great Britain).

4.1.2 Provided the **insured** has paid or agreed to pay any additional premium required by the **insurer** the **territorial limits** are extended for all sections to:

- a) the countries for which the **insurer** has issued a valid International Motor Insurance Card (Green Card);
- b) include sea or rail transit between ports in the countries specified in 4.1.1 a) including the processes of loading and unloading, provided that such transit shall be by any recognised sea passage, be of no longer duration than sixty five (65) hours duration and be concluded before expiry of the period of the Green Card;

but only for the period specific in the Green Card.

4.2 Foreign use costs and expenses

Not applicable.

4.3 Extensions to foreign use cover

4.3.1 General Average

The **insurer** will indemnify the **insured** against general average contribution, salvage, sue and labour charges incurred and any customs duty arising out of the transportation of the **insured vehicle** by sea provided that:

- a) such **insured vehicle** is **insured** against loss or damage by **insured section B** of this **policy**; and
- b) the contribution relates to the value of such **insured vehicle** as agreed and shown in the **schedule**;

except that the **insurer** shall not be liable for customs or excise duties or charges.

4.3.2 Bail Bond

If as a direct result of an accident in Spain which is or might be the subject of indemnity under this **policy** the **insured** and/or the person driving the **insured vehicle** with the **insured's** authority at the time of the accident is detained or the **insured vehicle** is impounded by the competent authorities and a guarantee or monetary deposit is required for their release the **insurer** will furnish such a guarantee or deposit not exceeding one thousand pounds (GBP1,000) in all.

Immediately the guarantee is released or the deposit becomes recoverable the **insured** shall comply with all necessary formalities and give the **insurer** all such information and assistance as they require to obtain the cancellation of the guarantee or the return of the deposit. If the guarantee or deposit is wholly or in part forfeited or taken for the payment of fines or costs in or as the result of any penal proceedings against the **insured** or the person driving the **insured** shall repay such amount to the **insurer** forthwith.

Spanish Bail Bonds will be issued on request at no additional cost.

5 Insured section D - Legal expenses

5.1 Legal expenses cover

Under this **insured section** of the **insured person's policy**, all claims are managed by **Lawclub** on behalf of the **insurer**. **Lawclub** also provide the Lawphone Legal Helpline on behalf of the **insurer**.

The **insurer** will pay the **legal costs** of the **insured person** taking legal action against the **insured person's** opponent as a result of any **road accident** which causes the **insured person's** death or bodily injury while the **insured person** is in, on or getting into or out of the **insured vehicle**.

The **insurer** will provide this cover as long as:

- 5.1.1 the claim is not covered under any other insurance policy;
- 5.1.2 the **road accident** happened within the **territorial limits** and within the **period of insurance**;
- 5.1.3 the claim will be decided by a court within the **territorial limit**; and
- 5.1.4 there is at all times a reasonable chance of recovering damages from the **insured person's** opponent.

5.2 Legal expenses costs and expenses.

The **insurer** will pay the following on the **insured person's** behalf.

- a) The professional fees and expenses reasonably and properly charged by the **representative** on a **standard basis**, up to the standard rates set by the courts, which the **insured person** cannot recover from their opponent;
- b) The **insured person's** opponents' **legal costs** in civil cases which the **insured person** is ordered to pay by a court or which the **insured person** pays to their opponent with the written agreement of **Lawclub**.

The **insurer** will only pay **legal costs** which **Lawclub** considers are necessary and in proportion to the value of the **insured person's** claim.

The **insurer** will only start to cover **legal costs** from the time **Lawclub** has accepted the **insured person's** claim in writing and appointed the **representative**.

The most the **insurer** will pay for all claims arising out of any one **road accident** is GBP100,000.

5.3 Extensions to legal expenses cover

5.3.1 Lawphone Legal Helpline

Section D – Legal expenses includes access to Lawphone to give advice, 24 hours a day, 365 days a year, on any legal matter relating to the **insured's** business. The advice the **insured** gets from Lawphone will always be according to the laws of Great Britain and Northern Ireland.

Lawphone: 0870 241 4140

When calling Lawphone the **insured** should confirm that the **insured** is a QBE Commercial Vehicle and Fleet policyholder. The **insured** will then be asked for a brief summary of the problem and these details will be passed on to an adviser who will return the **insured's** call. **Lawclub** may record the calls to protect the **insured**.

5.4 Legal expenses limitations and exclusions

5.4.1 This **insured section D** (and **Endorsement FX31 - Legal Expenses and Advice - Uninsured Loss Recovery**, if specified under 'Operative Endorsements' in the **schedule**) provides that the **insurer** will not provide cover for the following.

- a) Any claim which **the insured person** reports to the **insurer** more than six months after the **road accident**;
- b) **Legal costs** that **Lawclub** has not agreed to in writing;
- c) Any **legal costs** incurred before **Lawclub** has accepted the **insured person's** claim in writing;
- d) **Legal costs** the **insured person** has paid directly to the **representative** or any other person without **Lawclub's** permission;
- e) Any claim arising out of a contract the **insured person** has with another person or organisation;
- f) Any fines or penalties;
- g) Disputes between the **insured person** and the **insurer** or **Lawclub**;
- h) Any VAT the **insured person** can recover from elsewhere;
- i) An application for a judicial review;
- j) Any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise, interpret, or deal with any date change;
- k) Any **legal costs** covered by any other insurance policy;
- l) Any claim that happens because the **insured person** has deliberately, consciously, intentionally or carelessly failed to take all reasonable steps to avoid, prevent and limit that claim.

5.5 Legal expenses – other terms and conditions

Not applicable.

5.6 Legal expenses – conditions precedent

It is a condition precedent of the liability of the **insurer** under this **insured section D** (and **Endorsement FX31 - Legal Expenses and Advice - Uninsured Loss Recovery**, if specified under 'Operative Endorsements' in the **schedule**) that the:

- 5.6.1 **insured person** gives **Lawclub** written details of the **insured person's** claim along with any other supporting information that **Lawclub** may ask for;
- 5.6.2 **insured person** makes their claim within six months of the date of the **road accident**;
- 5.6.3 **insured person** follows the **representative's** advice and provides any information he or she asks for;
- 5.6.4 **insurer** will have the right to settle a claim by paying the amount in dispute;
- 5.6.5 **insured person** must instruct the **representative** to tell **Lawclub** if, at any stage, there is no longer a reasonable chance of a successfully recovering damages or getting any other remedy;
- 5.6.6 **insured person** must instruct the **representative** to tell **Lawclub** immediately if the other party makes a payment into court or any offer to settle the matter.

6 Limitations and exclusions – all insured sections

This **policy** excludes and the **insurer** shall not be liable for:

6.1 Aircraft and aircraft sites

any loss or liability caused by, attributable to, or arising from the presence of the **insured vehicle** in any premises or area to which any aircraft has access, including, but without limitation, an airport or airfield.

6.2 Aircraft travelling at supersonic speeds

loss, destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

6.3 Carriage of hazardous goods

any liability, injury, loss or damage while the **insured vehicle** is being driven or used for the carriage of **hazardous goods** except that:

6.3.1 this exclusion shall not apply where the **insured** has obtained the **insurer's** prior written agreement for the transport of **hazardous goods**; and

6.3.2 any such agreement will be conditional upon the **insurer's** liability not exceeding one million pounds (GBP1m).

6.4 Confiscation or nationalisation

any consequence of confiscation or nationalisation or requisition destruction of or damage to **property** by order of any Government or Public or Local Authority.

6.5 Contractual liability

any liability arising from a contract or agreement which would not have arisen in the absence of such contract or agreement.

6.6 Earthquake

any liability, injury, loss or damage caused by earthquake.

6.7 European Jurisdiction

a judgement or order by a court of competent jurisdiction enforcing the judgement of a foreign court which is outside of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands or the countries specified under **insured section C** of this **policy**.

6.8 Intentional damage

6.8.1 any intentional damage to any **property** or the death of or injury to any person caused by or incurred with the consent or connivance of the **insured**.

6.8.2 any liability whatsoever arising out of the deliberate use of the **insured vehicle**:

a) to cause damage to other vehicles or **property**; and/or

b) to cause injury to any person and/or to put any person(s) in fear of injury.

6.9 Nuclear hazards

any loss or liability caused by, attributable to, or arising from;

6.9.1 ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or

6.9.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

6.10 Pollution

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

6.10.2 all pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

6.10.3 this exception shall not apply in circumstances where it is necessary to meet the requirements of the **Road Traffic Acts** or any applicable UK or EU law or directive.

6.11 Racing

any accident, injury, loss or damage occurring while the **insured vehicle** is being used for racing, pace making, reliability trial, speed testing, rallying or any use on any motor sport circuit.

6.12 Riot or civil commotion

any liability, injury, loss or damage caused by riot or civil commotion occurring outside Switzerland, Norway, or a Member Country of the European Union, but excluding Northern Ireland.

6.13 Territorial limits

any liability, injury, loss or damage while the **insured vehicle** is outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands except as provided for under **insured section C**; Foreign use.

6.14 Tool of trade use

any loss, damage or liability whilst the **insured vehicle** or **trailer** or any item of mechanical plant or machinery or tool, whether attached to the **insured vehicle** or not, is being used as a tool of trade except so far as is necessary to meet the requirements of the **Road Traffic Acts** or any applicable UK or EU law or directive.

6.15 Unlicensed use

any liability, injury, loss or damage while the **insured vehicle** is being driven or used by anyone who:

- 6.15.1 does not hold a licence to drive the **insured vehicle**; or
- 6.15.2 has held but is currently disqualified from holding or obtaining such a licence; or
- 6.15.3 does not fully comply with the conditions of their driving licence; or
- 6.15.4 does not hold a Hackney Carriage or Private Hire licence where required

6.16 Unsafe load

any accident, injury, loss, damage or liability caused or incurred whilst:

- 6.16.1 the load in or on the **insured vehicle** is being conveyed in an unsafe manner;
- 6.16.2 conveying a load in excess of that for which it was constructed or in excess of the maximum carrying capacity as advised to the **insurer**.

6.17 Use

any liability, injury, loss or damage while the **insured vehicle** is being:

- 6.17.1 driven other than in accordance with the provisions of the **certificate of motor insurance**;
- 6.17.2 used other than in accordance with the provisions of the **certificate of motor insurance**;
- 6.17.3 used other than for the purposes specified in the **schedule** except while in the custody of a motor trader for service or repair;
- 6.17.4 driven by anyone driving without the **insured's** permission.

6.18 Terrorism or war

any loss arising directly or indirectly out of terrorism, war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, nationalisation, requisition, sequestration or confiscation by order of any public authority or government de jure or de facto or martial law except so far as is necessary to meet the requirements of the **Road Traffic Acts**.

For the purpose of this exclusion terrorism means an activity that involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof; and appears to be intended to:

- a) intimidate or coerce a civilian population; or
- b) disrupt any segment of the economy of a government by law or by practice, state, or country; or
- c) overthrow, influence, or affect the conduct or policy of any government by law or by practice by intimidation or coercion; or
- d) affect the conduct or policy of any government by law or by practice, by mass destruction, assassination, kidnapping or hostage-taking.

7 Duties in the event of a claim or potential claim

The due observance and fulfilment of the provisions of clause 7, is a condition precedent to the **insurer's** liability for any claim under this **policy**.

7.1 Claim notification – not applicable to insured section D

- 7.1.1 The **insured** must notify the **insurer** as soon as reasonably possible of any incident which may result in a claim under this insurance.
- 7.1.2 The **insured** must forward every claim form, writ, summons, legal process or other communication in connection with any such incident to the **insurer** immediately upon receipt.
- 7.1.3 The **insured** must advise immediately of the time and place of any impending prosecution or inquest or fatal inquiry.
- 7.1.4 The police shall be notified as soon as reasonably possible of loss or damage caused by theft or attempted theft or criminal damage.

7.2 Claim Procedure – not applicable to insured section D

- 7.2.1 The **insured** must give all information and assistance the **insurer** or the police may require in connection with any such incident or claim in respect thereof.
- 7.2.2 No admission of liability or offer or promise of payment shall be made without the **insurer's** written consent.
- 7.2.3 In the event of damage to the **insured vehicle** which is covered by this insurance, the **insurer** or their appointed representative shall be contacted immediately and prior approval obtained in respect of any repairs to be undertaken.
- 7.2.4 In the event of the **insured vehicle** being lost or damaged beyond economical repair:
 - a) there shall be submitted to the **insurer** the current Vehicle Registration Certificate (V5C), Ministry of Transport Test Certificate, vehicle purchase receipt, any other documents required by them and all keys to the **insured vehicle**;
 - b) for single vehicle policies, there shall be returned to the **insurer** this **policy** and **certificates of motor insurance** for cancellation but there shall be no return of premium;
 - c) the **vehicle** will become the **property** of the **insurer** for disposal in accordance with the Motor Conference Code of Practice for the Disposal of Motor Vehicle Salvage, or legislation, or any other regulation applying at the time of such loss.
- 7.2.5 The **insurer** will handle, oversee and shall have full discretion in the conduct of any claim and shall be permitted to take over and deal with the defence or settlement of any claim in respect of any liability covered by this insurance in the name of the person against whom the claim is brought.
- 7.2.6 The **insurer** shall be permitted to take proceedings at their own cost to recover the amount of any payment made under this insurance in the name of the **insured** or other **insured person** to whom payment has been made and the **insurer** shall be given their full co-operation in relation thereto.

7.3 Claim notification – insured section D Legal expenses (and Endorsement FX31 - Legal Expenses and Advice - Uninsured Loss Recovery, if specified under 'Operative Endorsements' in the schedule)

For **insured section D** (and **Endorsement FX31 - Legal Expenses and Advice - Uninsured Loss Recovery**, if specified under 'Operative Endorsements' in the **schedule**) if the **insured person** needs to make a claim, the **insured person** should contact the **insurer** who will pass the details of the **insured person's** claim on to a **representative**.

The **insured person** will be asked to provide details of the accident. If the **insured person's** claim is covered **Lawclub** will appoint the **representative** on the **insured person's** behalf. The **insured person** must not appoint a solicitor.

If the **insured person** has already seen a solicitor before **Lawclub** has accepted the **insured person's** claim in writing, the **insurer** will not pay any fees or other expenses that the **insured person** has incurred. If the **insured person's** claim is covered, **Lawclub** will appoint the **representative** that **Lawclub** has agreed to in the **insured person's** name and on the **insured person's** behalf and will only start to cover the **legal costs** from the time that **Lawclub** has accepted the claim and appointed the **representative**.

7.4 Claim procedure insured section D Legal expenses (and Endorsement FX31 - Legal Expenses and Advice - Uninsured Loss Recovery, if specified under 'Operative Endorsements' in the schedule)

7.4.1 The insured person must:

- a) not appoint a **representative**;
- b) take every reasonable step to recover **legal costs** and pay them to the **insurer**;
- c) get the written permission of **Lawclub** before making an appeal;
- d) make sure that the **representative** obtains the written permission of **Lawclub** before instructing a barrister or expert witness, and reports the result of the claim to **Lawclub** when it is finished.

7.4.2 Lawclub will have the right to do the following in the event of a claim.

- a) Take over and conduct, in the **insured person's** name, any claim or proceedings.
- b) At any time before **Lawclub** agrees that legal proceedings need to be issued **Lawclub** will choose the **representative**.
 - i) **The insured person** can only choose the **representative** if **Lawclub** agrees that legal proceedings need to be issued or if a conflict of interest arises meaning that the **representative** cannot act for the **insured person**. The **insured person** must send his or her name and address to **Lawclub**. If **Lawclub** agrees to appoint a **representative** that the **insured person** chooses, he or she will be appointed on the same terms as **Lawclub** would have appointed their chosen **representative**. **Lawclub** may decide not to accept the **insured person's** choice of **representative**. If **Lawclub** does not agree with the **insured person's** choice, the matter will be settled using the procedure within clause 8.8 of this **policy**;
 - ii) When choosing the **representative**, the **insured person** must remember the **insured person's** duty to keep the cost of any legal proceedings as low as possible.
- c) Appoint the **representative** in the **insured person's** name and on the **insured person's** behalf.
- d) Have any legal bill audited or assessed.
- e) Contact the **representative** at any time, and have access to all statements opinions and reports.
- f) End the **insured person's** claim if, during the course of the claim, **Lawclub** thinks there is no longer a reasonable chance of success. If the **insured person** continues the claim and gets a better settlement than **Lawclub** expected, the **insurer** will pay the **insured person's** reasonable **legal costs** which the **insured person** cannot recover from anywhere else.
- g) Settle the **legal costs** covered by this policy at the end of the claim.
- h) End the **insured person's** claim and recover any **legal costs** from the **insured person** which the **insurer** has already paid or agreed to pay if:
 - i) the **representative** reasonably refuses to continue acting for the **insured person** because of any unreasonable act or failure to act by the **insured person**; or
 - ii) the **insured person** unreasonably withdraws the **insured person's** claim from the **representative** without **Lawclub's** agreement; and
 - iii) **Lawclub** does not agree to appoint another **representative** to continue the **insured person's** claim.
- i) Neither the **insurer** nor **Lawclub** will be bound by any agreement between the **insured person** and the **representative** or the **insured person** and any other person or organisation.

8 General terms and conditions

8.1 Anti-fraud databases

Details of the **insured** may be passed on to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDSL) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR) run by the Association of British Insurers (ABI). The **insurer** also exchanges information with the police and/or other insurers and other organisations through various databases. The aim is to help the **insurer** check information provided and also to prevent fraudulent claims under the conditions of the **policy** as the **insured** must tell the **insurer** about any incident such as an **accident** or theft which may or may not give rise to a claim. The **insurer** will pass information relating to this incident to the registers.

8.2 Applicable law

This agreement and any dispute or claim between the **insured** and the **insurer** arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Further any dispute will be subject to the exclusive jurisdiction of England and Wales.

8.3 Assignment

Assignment of interest under this **policy** shall not bind the **insurer** unless and until the **insurer's** written consent is endorsed hereon.

8.4 Cancellation

8.4.1 The **insured** may cancel this **policy** at any time by letter and returning this **policy** and the **certificate(s) of motor insurance** and the insurance disc(s).

8.4.2 Provided this insurance is an annual contract and providing no claim has been made for the period for which insurance cover was provided, the **insured** will be entitled to a return of premium based on short period rates which are as follows

Short Period Rates

Period on risk not exceeding	Percentage of annual premium returned
1 Month	80%
2 Months	70%
3 Months	60%
4 Months	50%
5 Months	40%
6 Months	30%
7 Months	20%
Over 7 Months	nil

8.4.3 The **insurer** may cancel this **policy** by giving seven (7) days notice by recorded delivery to the **insured's** last known address (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland).

8.4.4 The **insured** will be entitled to a pro-rata return of premium upon receipt of this **policy** and the **certificate(s) of motor insurance** and the insurance disc(s).

8.4.5 Where the premium or any part thereof was paid with the benefit of a finance agreement and there remains any sum outstanding (whether or not the date for repayment of the said sum or any part thereof has fallen due) by the **insured** to the provider of the finance (referred to hereafter as the Finance Company) at the date of cancellation under this General condition the **insurer** may deduct from the sum otherwise payable under this General condition to the **insured** all or any part of the sum outstanding by the **insured** to the Finance Company provided that the sum thereby deducted is paid directly by the **insurer** to the Finance Company.

8.5 Contract (Rights of Third Parties) Act 1999

This insurance does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation, by any person who is not named as the **insured** and both the **insurer** and **insured** may amend, cancel or lapse this insurance without giving notice to, or requiring the consent of, any other third party.

8.6 Contribution

If at the time of any claim there is any other insurance covering the same risk or any part thereof the **insurer** will not be liable for more than its rateable share.

8.7 Disclosure under the Data Protection Act 1998

The **insurer** records and holds data in accordance with the Data Protection Act 1998 and follows strict security procedures in the storage and disclosure of information provided to prevent unauthorised access or loss of such information. The **insurer** may find it necessary to pass data to other firms or businesses that supply products and services associated with this **policy**.

Further, by accessing and updating various databases the **insurer** may share information with other firms and public bodies, including the police, in order to substantiate information and prevent or detect fraud. If false or inaccurate information is provided and fraud is suspected this fact will be recorded and the information will be available to other organisations that have access to the databases. Details of databases accessed or contributed to are available on request obtained through application to the appointed Data Controller.

8.8 Dispute resolution

8.8.1 All matters in dispute between the parties arising out of or in connection with this insurance will be referred to a mediator to be agreed by the parties within fourteen (14) working days of any dispute arising under the insurance. If a mediator is not agreed then either party may apply to the Centre for Dispute Resolution ('CEDR') for the appointment of a mediator. The parties agree to share equally the costs of CEDR and of the mediator and that the reference of the dispute to mediation will be conducted in confidence.

8.8.2 The parties agree to perform their respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.

8.8.3 If any such dispute is not resolved by mediation or the parties cannot agree upon the appointment of a mediator or the form that the mediation will take the dispute will be referred by either party to be determined and be subject to the exclusive jurisdiction of the Courts of England and Wales.

8.9 Document management

The **insurer** may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

8.10 Fraud

If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the **insured** or anyone acting on their behalf to obtain any benefit under this **policy** or if any liability, loss, destruction or damage be occasioned by wilful act or with the connivance of the **insured** all benefits under this **policy** shall be forfeited and the **insurer** shall not be liable to pay any outstanding or future claims.

Further any claim paid to the **insured** in respect of any fraudulent means or device must be repaid to the **insurer**.

8.11 Instalment premiums

Where the premium or any part thereof was paid with the benefit of a finance agreement and there remains sums outstanding (whether or not the date for payment of the said sums or any part thereof has fallen due) by the **insured** to the provider of the finance (referred to hereafter as the Finance Company) the **insurer** may at their option deduct all or any part of the sums outstanding between the **insured** and Finance Company from any claims settlement due in respect of a loss under this **policy**, provided the sum thereby deducted is paid directly by the **insurer** to the Finance Company.

Where the **insurer** has agreed to the payment of premium(s) by instalments, if any instalment is not received by the **insurer** on or before its due date, then all unpaid instalments and service fees shall become immediately due. Should the full premium and service fee not be paid within seven (7) days of the **insurer** giving written notice of non payment this **policy** will be cancelled immediately upon the expiry of such notice.

Following such cancellation, provided that there have been no claims in the current **period of insurance**, the **insured** will be entitled to a pro-rata return of premium upon receipt of this **policy** and the **certificate(s) of motor insurance** or the insurance disc(s).

The **insurer** may at their own option deduct any outstanding premiums due from any claims settlement due in respect of a loss under this **policy**.

8.12 Joint indemnity/cross liability clause

If this **policy** is issued in the name of more than one party, the cover provided by this **policy** shall apply as if separate policies had been issued to each of the parties jointly named as the **insured** but the total liability of the **insurer** for all claims shall not exceed the limits of Indemnity stated in this **policy**.

8.13 Motor Insurance Database

The **insured** shall ensure that all **vehicle** and **policy** details are notified to the **insurer** within five (5) business days of the effective date for entry on the Motor Insurance Database as required by the relevant law applicable in Great Britain and Northern Ireland.

8.14 Motor Insurance Database data protection

The **policy** details will be added to the Motor Insurance Database (MID) run by the Motor Insurers Information Centre (MIIC). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licencing and by the Police for the purposes of establishing whether a drivers use of the **insured vehicle** is likely to be covered by a motor insurance policy and or for preventing and detecting crime. If **you** are involved in an accident in the UK or abroad other UK insurers the Motor Insurers Bureau and MIIC may search the MID to obtain relevant document information. Persons 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. **You** can find out more about this from us or at: www.miic.org.uk

8.15 Non-disclosure

This **policy** will be void from inception and of no effect if:

8.15.1 the **proposal** or declaration is untrue in any material respect;

8.15.2 the circumstances in which the **insured** entered into the insurance are altered without the **insurer's** consent.

8.16 Observance

- 8.16.1 The due observance and fulfilment of the terms and conditions of this **policy** insofar as they may relate to anything to be done or complied with by the **insured** will be a condition of this **policy**. Any waiver by the **insurer** of any term or condition will not prevent the **insurer** from relying on such term or conditions in the future.
- 8.16.2 Further where an indemnity is provided to an **insured person** the **insured** will arrange for each party to comply with the terms and conditions of this insurance so far as they can apply providing always that the **insured person** complies with the terms of clause 7, Duties in the event of a claim or potential claim.
- 8.16.3 In the event of a breach of any provision in this clause, and without prejudice to any other rights of the **insurer**, the **insurer** may:
- a) in a case of a breach of condition, cancel the **policy** in accordance with clause 8.4;
 - b) in any case, reject or reduce claims connected with the breach and continue the **policy** on such terms as the **insurer** may determine and if any payment on account of any such claim has already been made the **insured** will repay forthwith all payments on account to the **insurer**.

8.17 Right of recovery

In circumstances where the **insurer** is entitled to refuse an indemnity under the **policy** but is obliged by provision of the law of any territory in which this **policy** operates relating to the insurance of liability to third parties to make payment to a party who has suffered loss and / or damage, the **insured** shall repay to the **insurer** all such sums as the **insurer** is so obliged to pay.

9 General definitions and interpretation

The following words will have the same meaning attached each time they appear in this **policy** in **bold** type face.

Where the context so admits or requires, words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed so as to include any individual, company, partnership, or any other legal entity. References to a statute will be construed to include all its amendments or replacements. All headings within the **policy** are included for convenience only and will not form part of this **policy**.

9.1 Accident

Accident means any unforeseen event, one without apparent cause or anything that occurs unintentionally or by chance.

9.2 Certificate of motor insurance

Certificate of motor insurance means the certificate required by law to certify the existence of the minimum compulsory insurance as required by the Road Traffic Act 1988. For full details of the insurance cover, refer to this **policy**.

9.3 Excess

Excess means the first part of any claim in respect of each and every **insured vehicle** for which the **insured** is responsible.

9.4 GBP

GBP means Great Britain Pounds or pounds sterling £.

9.5 Hazardous goods

Hazardous goods means explosives, chemicals, chemical by-products, acids or any other goods of a generally dangerous or hazardous nature.

9.6 Insured/you/your

Insured means the person or entity specified on the application form who/which has applied for insurance hereunder and named in the **schedule** as insured.

9.7 Insured Person

Insured person means the **insured** and any passenger or driver who is in or on the **insured vehicle** with the **insured's** permission.

9.8 Insured section

Insured section means a section of this **policy** that forms part of the insurance contact but only if stated as 'insured' in the **policy schedule**.

9.9 Insured vehicle

Insured vehicle means any motor vehicle (including its standard accessories, spare parts or components fitted to it) mentioned by description, category or registration mark in the **schedule** and unless otherwise agreed, is registered in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

9.10 Insurer

Insurer means:

QBE Insurance (Europe) Limited whose Head office and registered address is:

Plantation Place, 30 Fenchurch Street, London, EC3M 3BD, tel: 020 7105 4000 fax: 020 7105 4019. Registered in England No. 1761561. Home State - United Kingdom. Authorised and regulated by the Financial Services Authority. Registration Number 202842.

9.11 Lawclub

Lawclub means Lawclub Legal Protection, whose address is Redwood House, Brotherswood Court, Great Park Road, Bradley Stoke, Bristol BS32 4QW, who manage claims under **insured section D** of this **policy** (and **Endorsement FX31 - Legal Services and Advice - Uninsured Loss Recovery**, if specified under 'Operative Endorsements' in the **schedule**) on behalf of the **insurer**.

9.12 Legal costs

Legal costs mean the professional fees and expenses reasonably and properly charged by the **representative** on a **standard basis**, up to the standard rates set by the courts, which **the insured person** cannot recover from their opponent. Legal costs shall also include the **insured person's** opponents' legal costs in civil cases which the **insured person** is ordered to pay by a court or which the **insured person** pays to their opponent with the written agreement of **Lawclub**.

9.13 Market value

Market value means the replacement value of the same make and model of vehicle of a similar age and condition and history as determined by reference to vehicle value publications.

9.14 Period of insurance

Period of insurance means the period shown as such on the **schedule**, which times are taken as Greenwich Mean Time unless otherwise stated.

9.15 Policy

Policy means this document, the **schedule** (including any **schedules** issued in substitution) and any endorsements attaching to this document or the **schedule** that will be considered part of the legal contract and any word or expression in bold type face on any of these documents will bear the specific meaning stated in these definitions.

9.16 Private car

Private car means a vehicle (including its standard accessories, spare parts or components fitted to it) which is a private car or estate car, mentioned by description, category or registration mark in the **schedule** and unless otherwise agreed, is registered in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

9.17 Property

Property means any tangible property including animals.

9.18 Proposal

Proposal means any information supplied by or on behalf of the **insured**, deemed to be a completed proposal form and medical questionnaire and other relevant information that the **insurer** may require.

9.19 Punitive or exemplary damages

Punitive or exemplary damages means damages awarded to punish or to deter wrongdoing.

9.20 Representative

Representative means the solicitor or other suitably qualified person who has been appointed to act for the **insured person** in a claim under **insured section D** or **Endorsement FX31 - Legal Expenses and Advice - Uninsured Loss Recovery**, if specified under operative endorsements in the **schedule**.

9.21 Road

Road means any place that would be held to be a road for the purposes of any compulsory motor insurance legislation operative within the **territorial limits** defined in this **policy**.

9.22 Road Traffic Acts

Road traffic acts means any acts, Laws or Regulations which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

9.23 Schedule

Schedule means the document titled schedule that includes the name and address of the **insured**, the premium and other variables to this standard **policy** (including endorsement clauses) and is incorporated in this **policy** and accepted by the **insured**. Schedules may be re-issued from time to time where each successor overrides the earlier document.

9.24 Standard basis

Standard basis means the assessment of **legal costs** which are proportionate to the **insured person's** claim.

9.25 Territorial limits

Territorial limits mean Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and during sea transit between ports in these areas including the processes of loading and unloading.

9.26 Trailer

Trailer means any articulated or semi-trailer mentioned by description or category in the **schedule**.

10 Policy Endorsements

The terms, exceptions or conditions of this insurance may be varied by any endorsement specified under 'Operative Endorsements' in the **schedule**. Unless the endorsement specifies otherwise its application will apply to all sections of the **policy**.

Each endorsement will override any conflicting term in the policy and each is subject otherwise to the **policy** exclusions, general exclusion, terms, conditions and definitions.

10.1 Purpose of Use

FA01 – Purpose of use: social, domestic and pleasure

This insurance does not operate and the **insurer** will not be liable if the **insured vehicle** is being used for:

- a) purposes other than social, domestic and pleasure purposes and journeys between home and normal place of business (provided business calls are not made on the journey);
- b) carriage of passengers for hire or reward or for hiring, racing, competitions, rallies or trials or for any business purposes.

FA04 – Purpose of use: social, domestic and pleasure and limited business

This insurance does not operate and the **insurer** will not be liable if the **insured vehicle** is being used for:

- a) purposes other than social, domestic and pleasure purposes and the business of the **insured**;
- b) carriage of passengers for hire or reward or for hiring, racing, competitions, rallies or trials or for commercial travelling or for any purpose in connection with the motor trade.

FA05 – Purpose of use: social, domestic and pleasure and business

This insurance does not operate and the **insurer** will not be liable if the **insured vehicle** is being used for:

- a) purposes other than social, domestic and pleasure purposes and the business of the **insured**;
- b) carriage of passengers for hire or reward or for hiring, racing, competitions, rallies or trials or for any purpose in connection with the motor trade.

FA10 – Purpose of use: carriage of own goods

This insurance does not operate and the **insurer** will not be liable if the **insured vehicle** is being used for hire or reward or for any purpose other than use in connection with the **insured's** business or for social, domestic or pleasure purposes.

FA11 – Purpose of use: carriage of goods for hire or reward

This insurance does not operate and the **insurer** will not be liable if the **insured vehicle** is being used for the carriage of passengers for hire or reward or for any purpose other than use in connection with the **insured's** business or for the carriage of goods for hire or reward or for social, domestic and pleasure purposes.

FA14 – Purpose of use: private hire

This insurance does not operate and the **insurer** will not be liable if the **insured vehicle** is used for any purpose other than social, domestic and pleasure purposes or for the **insured's** business including the carriage of passengers for hire or reward under a Private Hire licence by a pre-booked service.

This insurance does not extend to cover the **insured vehicle** being let out on hire and driven by the hirer.

FA18 – Purpose of use: public hire

This insurance does not operate and the **insurer** will not be liable if the **insured vehicle** is used for any purpose other than social, domestic and pleasure purposes or for the **insured's** business including public and private hire purposes including the carriage of passengers for hire or reward under a Hackney Carriage licence.

This insurance does not extend to cover the **insured vehicle** being let out on hire and driven by the hirer.

10.2 Drivers

FB01 - Drivers – Named drivers

This insurance does not operate and the **insurer** will not be liable whilst the **insured vehicle** is being driven by or for the purpose of being driven is in the charge of any person other than the person(s) as specified in the **schedule**.

FB02 - Drivers – Excluded drivers

This insurance does not operate and the **insurer** will not be liable whilst the **insured vehicle** is being driven by or for the purpose of being driven is in the charge of the person(s) as specified in the **schedule**.

FB03 - Drivers – Excluded drivers under specific age

This insurance does not operate and the **insurer** will not be liable whilst the **insured vehicle** is being driven by or for the purpose of being driven is in the charge of any person under the age as specified in the **schedule**.

FB04 - Drivers – Excluded drivers over specific age

This insurance does not operate and the **insurer** will not be liable whilst the **insured vehicle** is being driven or for the purpose of being driven is in the charge of any person over the age as specified in the **schedule**.

FB05 - Drivers – Specified drivers

The endorsement applicable under this **policy** relating to excluded driver(s) will not apply in respect of the person(s) as specified in the **schedule**.

FB06 - Drivers – Excluded if not held a full licence for a specific period

This insurance does not operate and the **insurer** will not be liable whilst the **insured vehicle** is being driven by or for the purpose of being driven is in the charge of any person who has not held a full Great Britain or Northern Ireland driving licence to drive a vehicle of the same class for the period as specified in the **schedule**.

10.3 Excesses

FC01 – Excess: Damage

The **insurer** shall not be liable to pay the first amount as specified in the **schedule** of each claim arising under **insured section B**, but this **excess** does not apply to claims for loss or damage by fire, self-ignition, lightning, explosion or by theft or attempt there at.

FC02 - Excess: Damage, Fire and Theft

The **insurer** shall not be liable to pay the first amount as specified in the **schedule** of each claim arising under this insurance other than claims under **insured section A**.

FC03 - Excess: Fire and Theft

The **insurer** shall not be liable to pay the first amount as specified in the **schedule** of each claim arising under **insured section B** in respect of loss or damage by fire, self ignition, lightning, explosion or by theft or attempt thereat.

10.4 General

F002 - Indemnity amended

The limit of indemnity of the **insured section** stated is amended to the amount specified in the **schedule**.

F006 - Deleted sections

The **insured section(s)**, sub-section(s) or clause(s) of this **policy** as specified in the **schedule** is/are deleted and deemed inoperative.

F009 - Insurance cancelled

All benefits of this **policy** are cancelled and deemed to be inoperative as from the date as specified in the **schedule**.

F015 – Declaration basis

Vehicle alterations under this **policy** will be declared to the **insurer** in accordance with the periods specified in the **schedule**.

F102 – Terrorism cover

Insured section B of this **policy** extends to cover loss or damage caused by acts of terrorism not exceeding the limit specified in the **schedule** in respect of any loss or series of loss resulting from one event.

F191 – Territorial limits

Clause 6.13 is deleted and replaced with the under-noted:

any liability injury loss or damage whilst the **insured vehicle** is outside Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, or the Republic of Ireland other than as specified in **insured section C - Foreign use**.

F177 – Stamp duty

The stamp duty due on Republic of Ireland contracts has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 113 of the Finance Act 1990.

FE02 - Registered owner

The **insured vehicle** is registered in the name specified in the **schedule**.

FX31 - Legal Expenses and Advice - Uninsured Loss Recovery

The cover provided under **insured section D** is hereby amended to read:

Legal Expenses

Under this endorsement to the **insured person's policy**, all claims are managed by **Lawclub** on behalf of the **insurer**. **Lawclub** also provide the Lawphone Legal Helpline on behalf of the **insurer**.

The **insurer** will pay the **legal costs** of the **insured person** taking legal action against the **insured person's** opponent as a result of any **road accident** which causes:

- a) actual physical damage to an **insured vehicle** which results in proven financial loss to the **insured person**, or
- b) actual physical damage to the **insured person's** property kept in or on an **insured vehicle** and which results in proven financial loss to the **insured person**, or
- c) the **insured person's** death or bodily injury while the **insured person** is in, on or getting into or out of the **insured vehicle**.

The **insurer** will provide this cover as long as:

- a) the claim is not covered under any other insurance policy;

- b) the **road accident** happened within the **territorial limit** and within the **period of insurance**;
- c) the claim will be decided by a court within the **territorial limit**; and
- d) there is a reasonable chance of recovering damages from the **insured person's** opponent at all times.

All other limitations and exclusions, conditions precedent and claim notification procedures remain as described under **insured section D** and clauses 6 to 11 as appropriate.

Legal advice

The **insured** has access to Lawphone Legal Helpline to give advice, 24 hours a day, 365 days a year, on any legal matter relating to the **insured's** business. The advice the **insured** gets from Lawphone will always be according to the laws of Great Britain and Northern Ireland.

Lawphone: 0870 241 4140

When calling Lawphone the **insured** should confirm that the **insured** is a QBE Commercial Vehicle and Fleet policyholder. The **insured** will then be asked for a brief summary of the problem and these details will be passed on to an adviser who will return the **insured's** call. **Lawclub** may record the calls to protect the **insured**.

Uninsured loss recovery

The **insured** has access to a replacement vehicle service.

The policy does not cover

the **insured** for any costs incurred in connection with a replacement hire vehicle following a **road accident** which results in the **insured vehicle** becoming undriveable. All costs of the replacement hire vehicle will form part of a legal action taken by the **insured person** against the **insured person's** opponent as a result of that **road accident**.

Once **Lawclub** have accepted your claim **Lawclub** will aim to recover your uninsured losses from the other person who caused the accident and will help in appealing or defending an appeal. Uninsured losses could include the cost of repairing or replacing your vehicle, your motor insurance policy excess, compensation following injury or other out-of-pocket expenses.

If the accident was entirely the other person's fault, and your vehicle cannot be driven, **Lawclub** may be able to arrange for you to have a replacement hire vehicle until your vehicle can be repaired.

The vehicle hire service will only be available to the **insured person** where:

- a) the **road accident** was entirely the fault of the **insured person's** opponent; and
- b) **Lawclub** choose the provider of the replacement hire vehicle and the type of vehicle to be hired to the **insured person**; and
- c) **Lawclub** decide the length of time that the replacement hire vehicle will be hired to the **insured person**, which in any event will be for one continuous period ending when the **insured vehicle** is repaired; and
- d) the **insured person** agrees to **Lawclub**, or another representative appointed by **Lawclub**, seeking to recover the costs of the replacement hire vehicle in the name of, and on behalf of, the **insured person**; and
- e) any costs of the replacement hire vehicle that are recovered from the **insured person's** opponent are paid to **Lawclub**, or another representative appointed by **Lawclub**; and
- f) the **insured person** meets all of the age and licensing rules of the provider of the replacement hire vehicle chosen by **Lawclub** and follows all conditions of hire at all times throughout the period of hire.

11 Complaints

11.1 What you should do?

The **insurer** takes all complaints seriously and endeavours to resolve all customers' problems promptly. If **you** have a question or complaint about this insurance or the conduct of **your** intermediary please contact **your** intermediary in the first instance.

If **you** wish to contact the **insurer** directly please contact:

Managing Director of Motor, QBE Insurance (Europe) Limited, One Coval Wells,
Chelmsford Essex CM1 1WZ, tel: +44 (0)1245 272700 fax: +44 (0)1245 272701.
Web: www.qbeeurope.com/motor

Please quote **your policy** number or claim number as appropriate in any correspondence.

If, after making a complaint, **you** feel that the matter has not been resolved to **your** satisfaction then if **you** are an eligible complainant **you** may contact:

The Financial Ombudsman Service, South Quay Plaza 2, 183 Marsh Wall, Docklands,
London E14 9SR
Tel: consumer helpline: 0845 080 1800, fax: 020 7964 1001;
e-mail: complaint.info@financial-ombudsman.org.uk

Making a complaint to the Financial Ombudsman Service (FOS) does not affect **your** rights under this **policy**, but if **you** are not an eligible complainant then the informal complaint process ceases.

A summary of **our** complaint handling procedure is available on request and will also be provided to **you** when acknowledging a complaint.

11.2 About the Financial Ombudsman Service (FOS)

Eligible complainants are a private policyholder, a commercial policyholder or charity with a turnover under GBP1m, or a trust with assets under GBP1m. The FOS will only consider a complaint if **you** are an eligible complainant and if:

- a) the **insurer** has been given an opportunity to resolve it and
- b) the **insurer** has sent **you** a final response letter and **you** have referred **your** complaint to the FOS within 6 months of the **insurer's** final response letter or
- c) the **insurer** has not responded to **your** complaint with a decision within 40 days.

11.3 Financial Services Compensation Scheme

The Company Market and Lloyd's underwriters are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **QBE** is unable to meet its obligations under this contract.

Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme 7th floor, Lloyds Chambers, Portoken Street, London E1 8BN or from their website (www.fscs.org.uk).

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