



COUNTRYSIDE BUSINESS MOTOR

POLICY WORDING

40 years' experience looking after the farming community.

Contents

Welcome	2
What to do if You have an accident.....	3
Broken windscreen, windows or sunroof	3
Your Policy.....	4
Customer Information	6
Cancelling Your Policy.....	10
Extent of Cover	11
Complaints Procedures	12
Definitions	13
Section 1: Legal Liability to Third Parties.....	17
Section 2: Loss of or Damage to the Vehicle	21
Section 3: Principals Reimbursement	24
Section 4: Unauthorised Movement.....	24
Section 5: Contingent Liability	25
Section 6: Cross Liabilities	25
Section 7: Trailers and Disabled Vehicles	26
Section 8: Personal Accident.....	27
Section 9: Medical Expenses.....	27
Section 10: Personal Belongings	27
Section 11: Service or Repair	28
Section 12: Right of Recovery	28
Section 13: Territorial Limits and European Travel	28
Section 14: General Policy Exclusions.....	29
Section 15: General Policy Conditions.....	31
Section 16: No Claims Discount.....	35

Welcome

Welcome to AIUA

Thank you for choosing to buy **Your** insurance through AIUA, we are confident **Your** trust is well placed. We are determined to provide **You** with outstanding customer service at all times and to make insuring with us as easy and trouble-free as possible.

This policy document outlines all the important information **You** need to know about our cover. Please read the wording in full and make sure **You** are happy with the cover provided and that it meets **Your** requirements. If **You** need any clarification please contact **Your Insurance Broker** in the first instance.

About AIUA

A specialist insurer, AIUA's operating style is to develop products according to the requirements outlined by our clients and demanded by our brokers. **We** provide insurance solutions for a range of product categories.

our wealth of expertise and industry experience enables **us** to maintain an innovative approach to insurance and risk management.

What to do if You Have an Accident

for the purposes of What to do if You Have an Accident 'we, our, us' shall refer to AIUA.

In the event of any occurrence which may give rise to a claim, please contact us during working hours on **0344 346 0411**.

In case of a claims emergency outside usual office hours, please contact our nominated loss adjusters on **0330 123 0288**.

Points to remember:

- **You** must stop if **You** are involved in any incident involving an injury to any person or certain animals, or if other vehicles or roadside property are damaged. If **You** own the vehicle, **You** must give **Your** name, address and insurance details to anyone who has a good reason for asking. If **You** do not own the vehicle, **You** must give the owner's name and address and the registration number of the vehicle
- If there is an injury or **You** do not give **Your** details to anyone at the scene, **You** must report the incident to the police within 24 hours
- Do not apologise or admit fault
- Try to collect the following information:
 - Full details of the other drivers including their phone numbers and the registration numbers of all vehicles involved
 - Injuries caused
 - Property damage
 - Witnesses (if there are any)
 - Police officers and report references
 - Full details of the circumstances
 - Taking photos with a camera or mobile phone can help to confirm certain accident details.

Broken Windscreen, Windows or Sunroof

If the glass in the windscreen, windows, sunroof or panoramic glass roof of the **Vehicle** is damaged please contact please contact one of our approved repairers.

Auto Windscreens: **0800 919 700**
National Windscreens: **0800 622 122**
Autoglass: **0800 363 636**

You will need to show **Your Certificate of Motor Insurance** to the supplier and only pay the windscreen **Excess** shown in the **Policy** (and VAT if you are registered) at the time the glass is replaced (repairs are not subject to an **Excess**). The remaining balance will be submitted to the **Insurers** for payment.

Please check that **Your Policy Schedule** to make sure **Your Vehicle** has comprehensive cover to ensure that **You** have windscreen cover before attempting to make a claim.

Your Policy

1. Contract of Insurance

This **Policy** is a legal contract between **You** and **Us**. It is not **Our** intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else either any rights under this **Policy** or the right to enforce any part of it. Please examine it thoroughly to ensure it meets **Your** requirements and if it does not, please advise **Your Insurance Broker** without undue delay.

We would like to remind **You** that It is an offence under the Road Traffic Acts to make any false statement or withhold any material information for the purposes of obtaining a **Certificate of Motor Insurance**. **You** are required to inform **Us** immediately of any facts or changes which **We** would consider in **Our** assessment or acceptance of this insurance (see general policy conditions 10, 11 and 12 under section 15). Failure to do so may invalidate **Your Policy** or result in certain covers not operating fully. If **You** are in any doubt as to whether facts should be declared or not, please contact **Your Insurance Broker**.

We will insure **You** subject to the terms and conditions of this **Policy** during any **Period of Insurance** in return for **You** paying the premium, against accidental injury, loss or damage that happen within the **Territorial Limits**. **Our** liability will in no case exceed the amount of any sum insured or limit of liability stated in this **Policy**.

You must read this **Policy**, the **Policy Schedule**, any **Statement of Fact** and the **Certificate of Motor Insurance** as if they were one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears unless specifically mentioned otherwise.

In this **Policy**:

- Any reference to the singular will include the plural and vice versa
- Any reference to any statute or statutory instrument will include amendments thereto or re-enactment thereof
- Any heading in this **Policy** is for ease of reference only and does not affect its interpretation.

Telephone Recording

For **Our** joint protection telephone calls may be recorded and monitored for training and quality purposes.

2. The Insurer

In accordance with the authorisation granted to AIUA to act as agent to the insurers in consideration of the appropriate premium having been paid, Zurich Insurance Company Ltd is hereby bound to insure in accordance with the terms and conditions contained or endorsed hereon.

AIUA is a trading name of Geo Underwriting Services Limited which is authorised and regulated by the Financial Conduct Authority. FCA Register Number 308400.
Registered Address: 2 Minster Court, Mincing Lane, London, EC3R 7PD. Registered in England 04070987.

The details of the Insurers and the Regulator are:

Zurich Insurance Company Ltd

A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance Company Ltd. is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

Website: www.zurich.co.uk

You can check the above details on the Financial Services Register by:

Website: <http://www.fca.org.uk/firms/systems-reporting/register>

Freephone: 0800 111 6768

Telephone: 0300 500 8082

3. Choice of Law Applicable to this Contract

This policy is governed, in relation to each vehicle insured under this policy, by the law of the place within England, Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands where that vehicle is used during the majority of the period of insurance or if there is any disagreement about which law applies, the law of the place where that vehicle is registered. **You** agree to submit to the exclusive jurisdiction of the courts in that place

4. Use of Language

Unless otherwise agreed the contractual terms and conditions and other information relating to the contract will be in English.

Customer Information

Fair Processing Notice

The privacy and security of your information is important to **Us**. This notice explains who **We** are, the types of information **We** hold, how **We** use it, who **We** share it with and how long **We** keep it. It also informs **You** of certain rights **You** have regarding **Your** personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

Who are we?

Geo Underwriting Services Ltd (part of the Ardonagh Group of companies) is the Data Controller of the information you provide **Us** and is registered with the Information Commissioner's Office for the products and services **We** provide to **You**. **You** can contact **Us** for general data protection queries by email to:- MGA.DataProtection@geounderwriting.com or in writing to

The MGA Data Protection Officer,
2 Minster Court,
Mincing Lane,
London,
EC3R 7PD.

Please advise us of as much detail as possible to comply with your request.

For further information about the Ardonagh Group of companies please visit <http://www.ardonagh.com/>.

What information do we collect?

We will collect personal information which may include **Your** name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to **Your** enquiry or product and payment details (including bank account number and sort code) which **We** need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing **You** with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. **We** will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If **You** object to use of this information then **We** will be unable to offer **You** the product or service requested.

How do **We** use **Your** personal information?

We will use your personal information to

- Assess and provide the products or services that **You** have requested.
- Communicate with **You**.
- Develop new products and services.
- Undertake statistical analysis.

We may also take the opportunity to

- Contact **You** about products that are closely related to those **You** already hold with **Us**.
- Provide additional assistance or tips about these products or services.
- Notify **You** of important functionality changes to **Our** websites.

We make outbound phone calls for a variety of reasons relating to many of **Our** products or services (for example, to update **You** on the progress of a claim or to discuss renewal of **Your** insurance contract). **We** are fully committed to the regulations set out by Ofcom and follow strict processes to ensure **We** comply with them.

To ensure confidentiality and security of the information **We** hold, **We** may need to request personal information and ask security questions to satisfy ourselves that **You** are who **You** say **You** are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and **We** may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing your personal information

We follow strict security procedures in the storage and disclosure of **Your** personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information you provide to **Us**, including information provided via forms **You** may complete on **Our**

websites, and information which **We** may collect from **Your** browsing (such as clicks and page views on **Our** websites).

Any new information **You** provide **Us** may be used to update an existing record **We** hold for **You**.

When do we share your information?

To help **Us** prevent financial crime, **Your** details may be submitted to fraud prevention agencies and other organisations where **Your** records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some of **Our** products or provide all or part of the service requested by **You**. In these instances, while the information **You** provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to **You** or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

The data **We** collect about **You** may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for **Us** or for one of **Our** suppliers. Such staff may be engaged in, amongst other things, the provision of information **You** have requested.

If **We** provide information to a third party **We** will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that **Your** data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on **Your** information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share **Your** information with anyone **You** have authorised to deal with **Us** on **Your** behalf.

How long do we keep your information for?

We will not keep **Your** personal information longer than is necessary for the purpose for which it was provided unless **We** are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service **We** provide. In certain cases, **We** will keep **Your** information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by **You** or a third party at a future date, even after **Your** contract with **Us** has ended.

Your rights

Under data protection law **You** have the right to change or withdraw **Your** consent and to request details of any personal data that **We** hold about **You**.

Where **We** have no legitimate reason to continue to hold **Your** information, **You** have the right to be forgotten.

We may use automated decision making in processing **Your** personal information for some services and products.

You can request a manual review of the accuracy of an automated decision that **You** are unhappy with.

Further details of **Your** rights can be obtained by visiting the Information Commissioner's Office website at <https://ico.org.uk/>.

Important notes

Fraud prevention and detection

for the purposes of "Fraud prevention and detection" 'we, our, us' shall refer to Zurich and/or AIUA.

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.

Duration of cover

As stated in the **Period of Insurance**.

Items Required

The **Policy**, the application of any **Statement of Fact** made by **You**, any clauses endorsed on the **Policy**, the **Policy Schedule** and the **Certificate of Motor Insurance**, form the contract of insurance between **You** and **Us**.

We will clearly state if the cover provided by the **Policy** is subject to **You**:

- (a) providing **Us** with any additional information requested by the required date(s)
- (b) completing any actions agreed between **You** and **Us** by the required date(s)
- (c) allowing **Us** to complete any actions agreed between **You** and **Us**.

Upon completion of these requirements (or if they are not completed by the required dates), **We** may:

- (a) modify **Your** premium
- (b) issue a mid-term adjustment to **Your Policy** terms and conditions
- (c) require **You** to make alterations to the risk insured by the required date(s)
- (d) exercise **Our** right to cancel **Your Policy**
- (e) leave the **Policy** terms and conditions, and **Your** premium, unaltered.

We will contact **You** with **Our** decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by **You** and/or any decision by **Us** will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until **We** agree otherwise in writing. If **You** disagree with **Our** requirements and/or decisions, **We** will consider **Your** comments and where **We** consider appropriate, **We** will continue to negotiate with **You** to resolve the matter to **Your** and **Our** satisfaction. In the event that the matter cannot be resolved:

- (a) **You** have the right to cancel this **Policy** from a date agreed by **You** and **Us** and, providing no claims have been made, **We** will refund a proportionate part of the premium paid for the unexpired period of cover.
- (b) **We** may, at **Our** option, exercise **Our** right under the section Cancelling Your Policy below to cancel **Your Policy**.

Except where stated all other **Policy** terms and conditions will continue to apply.

The above conditions do not affect **Our** right to void the **Policy** if **We** discover information material to **Our** acceptance of the risk.

Canceling Your Policy

Your Right to Cancel **Your Policy** during the cooling off period

We hope that **You** are happy with the cover this **Policy** provides. However, **You** have the right to cancel it during a period of 14 days after either the day of purchase of the contract, or 14 days after the day on which **You** receive **Your Policy** documentation whichever is later.

If **You** do wish to do so and the **Policy** cover has not yet commenced, **You** will be entitled to a full refund of the premium paid.

If **You** wish to cancel the insurance cover and it has already commenced, as long as no claim payment has been made, claim submitted or there has been an incident likely to give rise to a claim, **You** will be entitled to a refund of the premium paid for which a deduction will apply for the time for which **You** have been covered. This will be calculated as a proportion of the time for which **You** received cover.

Where a claim is submitted after the **Policy** has been cancelled **We** will deduct the amount of any premium returned to **You** following the cancellation from any claim payment **We** may make to **You**.

Your Right to Cancel **Your Policy** after the cooling off period

If **You** wish to cancel the insurance cover and it has already commenced, **You** will be entitled to a refund of the premium paid for which a deduction will apply for the time for which **You** have been covered. This will be calculated as a proportion of the time for which **You** received cover. However, there will be no refund of any **Underwriting Fees**.

If a claim payment has been made, a claim submitted or there has been an incident likely to give rise to a claim during the current **Period of Insurance**, **We** will still be happy to cancel the **Policy** at **Your** request however there will be no refund of any **Underwriting Fees** or the premium for the unexpired period of the **Policy**. If **You** are paying the premium on **Our** instalment arrangement, **You** must either continue with the instalment payments until the **Policy** expiry date or **We** may, at **Our** discretion deduct the outstanding instalments due from any claim payment to be made.

Where a claim is submitted after the **Policy** has been cancelled **We** will deduct the amount of any premium returned to **You** following the cancellation from any claim payment **We** may make to **You**.

Our Rights to Cancel **Your Policy** (other than non-payment of premium and/or insurance premium tax)
We shall not be bound to accept any renewal of this **Policy**. **We** may at any time give 14 days' notice of cancellation by recorded delivery to **Your** last known address.

In respect of "**Our Rights To Cancel**" as stated above, if a claim payment has been made or a claim has been submitted or there has been an incident likely to give rise to a claim during the current **Period of Insurance** **We** reserve the right not to refund any premium for the unexpired portion of the **Policy**. If **You** are paying by instalments **You** must pay the balance of the full annual premium. This termination will be without prejudice to any rights or claims prior to the expiration of the cancellation notice.

Where a claim is submitted after the **Policy** has been cancelled **We** will deduct the amount of any premium returned to **You** following the cancellation from any claim payment **We** may make to **You**.

Our Rights to Cancel **Your Policy** (non-payment of premium and/or insurance premium tax)

If **We** do not receive the premium and insurance premium tax in full **We** may cancel this **Policy** by sending **You** at least 7 days written notice of cancellation to **Your** last known address. **We** will send a copy of this communication to **Your Insurance Broker**.

Where a claim is submitted after the **Policy** has been cancelled **We** will deduct the amount of any premium returned to **You** following the cancellation from any claim payment **We** may make to **You**.

Compensation Arrangements

Zurich Insurance Company Ltd is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. For compulsory insurance, such as third-party motor insurance, **You** may be entitled to compensation up to 100% of the claim. For all other types of insurance, such as damage to the vehicle, **You** may be entitled to compensation up to 90% of the claim. **You** can obtain more information about Compensation Scheme arrangements from the FSCS by:

Freephone: 0800 678 1100

Telephone: 020 7741 4100

Website: <http://www.fscs.org.uk>

Address: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Extent of Cover

Cover only applies within the **Territorial Limits**. The extent of cover applicable is stated in the **Policy Schedule** and the following meanings apply:

- Comprehensive

All sections of the **Policy** apply

- Third Party Fire and Theft

All sections of the **Policy** apply, except for sections 8, 9, 10

Note that section 2 only applies to loss or damage caused directly by fire, self-ignition, lightning, explosion, theft or attempted theft.

- Third Party Only

All sections of this **Policy** apply, except for sections 2, 8, 9, 10, 17

Complaints Procedures

AIUA handles complaints on behalf of Zurich Insurance Company Ltd - for the purposes of complaints **'We, Our, Us'** shall refer to Zurich and AIUA.

We make every effort to ensure that the cover and service provided to **You** is clear, fair and not misleading. However, should **You** ever wish to make a complaint about any part of **Your** policy or **Our** service, please refer to the table below to help **You** reach the correct area quickly and easily.

Your complaint will be acknowledged promptly. **We** aim to resolve all complaints as quickly as possible and **We** will give **You** an expected date of response.

In all correspondence please state that **Your** insurance is provided by AIUA and quote the details of **Your** policy, the name of the insured, policy number and departmental references

Complaints Contact Details

Reason for Complain	Nature of Complaint	Contact	Contact Details	
Advice or sales related	Any	Your Insurance Broker	Please refer to Your Insurance Broker correspondence	If not resolved three working days Your complaint will be passed to: Customer Relations Department AIUA The Hamlet Hornbeam Park Harrogate North Yorkshire HG2 8RE Telephone: 0344 346 0411 Email: reception@aiua.co.uk
Claims	Any	Your claims handler in the first instance	Customer Relations Department AIUA The Hamlet Hornbeam Park Harrogate North Yorkshire HG2 8RE Telephone: 0344 346 0411 Email: reception@aiua.co.uk	

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

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

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

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

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.

Definitions

Certain words in this **Policy** have special meanings. These meanings are given below or defined at the beginning of the appropriate section or sub-section. To help **You** identify these words throughout the **Policy**, **We** have printed them in **bold italics** throughout.

Accessories

- (a) any parts or products that are specifically designed to be fitted to or used with the **Vehicle** including spare parts
- (b) audio visual recording or reproduction equipment and communications or navigation 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 or accessory socket.
- (c) where the **Vehicle** is a motor caravan or horsebox with living accommodation, the term accessories shall also include fixtures, fittings, furniture and furnishings.

Business Partner

Any person in business with **You** under the terms of a partnership agreement (whether expresses or implied by law).

Certificate of Motor Insurance

A document which provides evidence that an insurance contract is in force which satisfies the requirements of the current road traffic legislation. This document:

- (a) has the same number as the **Policy**
- (b) shows which **Vehicle** is covered
- (c) shows who may drive the **Vehicle**
- (d) shows the uses to which the **Vehicle** can be put
- (e) shows the uses to which the **Vehicle** cannot be put

If the document allows driving by any **Driver**, please refer to the **Policy Schedule** for any restrictions that may apply.

Commercial Vehicle

A self-propelled motor **Vehicle** which is manufactured or adapted and used for the carriage of goods which appears in the **Policy Schedule** under the Commercial Vehicle section.

De jure or de facto

In law or as a matter of fact.

Driver

Any person driving the **Vehicle** and entitled to do so under the terms of the **Certificate of Motor Insurance**.

Endorsement

A change in the terms and conditions of this **Policy** that can extend or restrict cover as detailed in the **Policy Schedule**.

Excess

The amount of a claim that **You** must pay. **You** should note that if more than one of the **Vehicles** or **Trailers** is involved in the same accident or loss, any **Excess** which is applicable will be applied to each of the **Vehicles** or **Trailers** as though separately insured. However, if a **Trailer** is attached to a **Vehicle** and in use, then only the highest of the two excesses will apply.

Dangerous Goods

Goods carried under the requirements of:

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

Insurance Broker

The agent, advisor, broker, or intermediary who arranged this insurance for **You**.

Insured

- (a) **You**
- (b) the **Driver**
- (c) if **You** ask **Us**:
 - (i) any principal, director, **Business Partner**, or employee of **Yours**
 - (ii) any **Passenger**
 - (iii) the legal owner of any **Vehicle** hired, loaned, or leased to **You**
- (d) any person using (but not driving) the **Vehicle** with **Your** permission for social domestic and pleasure purposes provided that such use is permitted under the terms of the **Certificate of Motor Insurance**
- (e) the employer or **Business Partner** of any person whose business use is permitted under the terms of the **Certificate of Motor Insurance**.

Licence

A current licence to drive a motor vehicle of the same class as the **Vehicle** as required by relevant jurisdiction within the **Territorial Limits**.

Market Value

The cost of replacing the **Vehicle** or **Trailer** with one of a similar age, type, mileage, and condition, immediately prior to the loss or damage occurring.

Minibus

A self-propelled motor vehicle with between nine and sixteen seats (including the driver seat).

Motorised Horsebox

A self-propelled motor **vehicle** which is manufactured or professionally adapted and used for the carriage of horses which appears in the **Policy Schedule** under the Commercial Vehicle section.

Passenger

Any person other than the **Driver** travelling in or on or getting into or out of the **Vehicle** or any **Trailer** or broken-down vehicle attached to the **Vehicle**.

Period of Insurance

The duration of the **Policy** as shown in the **Policy Schedule** and any subsequent period for which **We** may accept payment for the renewal of this **Policy**.

Policy

The documents consisting of:

- (a) **Proposal**
- (b) **Statement of Fact**
- (c) **Policy Wording**
- (d) the **Policy Schedule**
- (e) the **Certificate of Motor Insurance**
- (f) any agreed **Endorsements**

Policy Schedule

The latest **Policy** document that **We** have issued to **You**. This forms part of the contract of insurance and gives details of the **Period of Insurance**, the sections of the **Policy** that are applicable to each **Vehicle**, any premium that **You** are due to pay or are due back from **Us** and details of any additional **Excess** or **Endorsements**.

Policy Wording

This document.

Pollution or Contamination

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

Private Motor Vehicle

Any **Passenger** carrying motor **Vehicle** with not more than nine passenger seats including the **Driver** and not used for hire and reward which appears in the **Policy Schedule** under the Private Motor Vehicle section.

Property

Physical property.

Proposal

The information supplied to **Us** by **You** or on **Your** behalf about **You**, **Your** business, **Your Business Partners** and directors, for assessment of **Your** eligibility for this insurance and its terms including the premium applicable to this **Policy**.

Road

Any place within the **Territorial Limits** where compulsory motor insurance legislation is operative.

Spouse

Your husband, wife, or civil partner.

Statement of Fact

Statement of Fact means the document **We** send to **You** that records all of the information supplied to **Us** by **You** or on **Your** behalf about **You** including those facts assumed about **You**, **Your** Business, **Your Business Partners** and directors, for the assessment of **Your** eligibility for this insurance and its terms including the premium applicable to this **Policy**.

Territorial Limits

- (a) Great Britain, Northern Ireland, the Isle of Man, and the Channel Isles
- (b) any other member country of the European Union
- (c) any other country which has agreed to follow Article (8) of the EU Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (number 2009/103/EC)
- (d) any other country but only during any period for which **You** have requested, and **We** have agreed to extend cover for the use of the **Vehicle** in that country

and while the **Vehicle** is being transported by land or sea between any of these countries.

Terrorism

- a) Any act or preparation in respect of action or threat of action designed to influence the government **de jure or de facto** of any nation or any political division of any nation or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government **de jure or de facto** and which:
 - i) involves violence against one or more persons
 - ii) involves damage to property
 - iii) endangers life other than that of the person committing the action
 - iv) creates a risk to health or safety of the public or a section of the public
 - v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against, or responding to any act or preparation in respect of action or threat of action described in a) above.

Trade Plate

Any Trade Plate issued in accordance with the Regulations applicable to trade licences.

Trailer

Any trailer, trailed implement or trailed machine designed to be towed by any **Vehicle** which is insured by this **Policy**.

Underwriting Fee

The fee applied by **Us** to cover **Our** administration costs.

Unlicensed Driver

Any person driving the **Vehicle** who does not hold a **Licence** to drive a motor vehicle of the same class as the **Vehicle**.

Vehicle

Any motor vehicle which is insured under this **Policy** and described in the **Policy Schedule**.

Except when **You** have requested, and **We** have agreed to provide cover the **Vehicle** does not include any motor vehicle registered outside Great Britain, Northern Ireland, the Isle of Man, and the Channel Islands.

The Insurer/Insurers/Us/We/Our

Zurich Insurance Company Ltd

Windscreen / Glass

Glass in the windscreen, windows, sunroof or panoramic glass roof.

You, Your, Yours

The person, people (either acting in partnership or on behalf of an unincorporated organisation), company or companies shown under the Policyholder details in the **Policy Schedule**.

Section 1: Legal Liability to Third Parties

What is covered

We will indemnify any **Insured** in respect of legal liability as necessary to meet the requirements of any road traffic legislation for damage and claimant's costs and expenses incurred arising from:

- (a) accidental death or bodily injury to any third parties for an unlimited amount
- (b) loss of or damage to **Property** up to a maximum of:
 - i. £20,000,000 in total for any one claim or number of claims arising out of one event where the **Vehicle** is a **Private Motor Vehicle**.
 - ii. £5,000,000 in total for any one claim or number of claims arising out of one event where the **Vehicle** is a **Motorised Horsebox, Commercial Vehicle, Minibus** or **Trailer**.
 - iii. £5,000,000 in total for any one claim or number of claims arising directly or indirectly out of one **Terrorism** event.
 - iv. £1,200,000 in total for any one claim or number of claims arising out of one event where the **Vehicle** is carrying any **Dangerous goods**.
 - v. £1,200,000 in total for any one claim or number of claims arising directly or indirectly from **Pollution or Contamination**

in connection with the use of the **Vehicle** including loading or unloading of any **Trailer** while it is being towed by the **Vehicle**.

We will in addition pay in respect of any event which may be subject of cover under this section:

- (a) solicitors' fees to represent anyone insured under this section at a Coroner's inquest or fatal accident inquiry
- (b) for the defence in any court of summary jurisdiction
- (c) the costs of defence against a charge of manslaughter or causing death by dangerous driving
- (d) any costs and expenses which **We** agree in writing.

For the purposes of any stated limits of liability all of the parties insured under this **Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and **You**.

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 Coroner's Inquest or Fatal Inquiry
- (b) the cost of legal services arranged by **Us** for defending a charge of causing serious injury by dangerous driving, manslaughter, causing death by dangerous driving or causing death by careless driving when under the influence of drink or drugs (or any equivalent local charge in a country specified in sub-section 1 of section 5)

- (c) legal costs and expenses incurred with **Our** prior written consent which shall not be unreasonably withheld or delayed 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 under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the **Period of Insurance** in the course of the business.

Provided always that:

- (i) **Our** liability under this clause shall be limited to £5,000,000 in any one period of insurance
- (ii) this clause shall only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- (iii) **We** must consent in writing to the appointment of any solicitor or counsel who are to act for **You** and on **Your** behalf
- (iv) **You** shall give **Us** immediate notice of any summons or other process served upon **You** which may give rise to proceedings under this clause
- (v) in relation to any appeal counsel has advised there are strong prospects of such an appeal succeeding
- (vi) **We** shall be under no liability:
 - i. where **You** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - ii. in respect of fines or penalties of any kind
 - iii. 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
- (vii) all other costs and expenses are incurred with **Our** written consent.

What is not covered

We will not be liable except as necessary to meet the requirements of any road traffic legislation:

- (a) for any amount **We** have not agreed to in writing
- (b) to indemnify any **Driver** unless that person holds a **Licence** to drive the **Vehicle** or has held and is not disqualified for holding or obtaining such a **Licence**, however this shall not apply when a **Licence** is not required by law .
- (c) to indemnify any person not driving but claiming cover if to their knowledge the person driving does not hold a **Licence** to drive the **Vehicle** unless they have held and is not disqualified for holding or obtaining such a **Licence** .
- (d) for death or bodily injury to any of **Your** employees during the course of or arising out of their employment,
- (e) for death or bodily injury to any person or loss of or damage to **Property** caused by or attributed to:

- (i) any defect in or the action of any commodity or goods or anything including any packaging, container and label transported by or disposed of from the **Vehicle** or any vehicle not **Your Property** or provided by **You**
- (ii) treatment given or services provided at or from the **Vehicle** or any other vehicle
- (f) for loss or damage to **Property** owned by or in the custody or control of any **Insured** or any person claiming cover under this section
- (g) for damage to **Property** being conveyed in or on the **Vehicle**
- (h) for loss or damage to any **Vehicle** or **Trailer** or broken-down vehicle
- (i) to indemnify any person other than **You** if that person is entitled to cover under any other policy
- (j) for death, bodily injury or illness of any person or loss of or damage to **Property** caused by or arising beyond the limits of any **Road** in connection with the loading or unloading of the **Vehicle** by anyone other than the **Driver** or attendant of such **Vehicle**
- (k) for damage to premises or to the fixtures and fittings contained in the premises which are not owned by **You** but occupied by **You** under a rental or lease arrangement if such damage is insured by another policy
- (l) for death or bodily injury to any person or loss of or damage to **Property** arising whilst any **Vehicle** or **Trailer** (excluding fork lift truck) or any plant forming part of a **Commercial Vehicle** or attached to it is operating as a tool of trade
- (m) for death or bodily injury to any person or loss of or damage to **Property** arising whilst any **Vehicle** or **Trailer** is involved in the spraying or spreading of any chemical substances (but not lime or fertilisers) unless such escape arises out of the collision or impact of such **Vehicle** with any other object or the overturning of such **Vehicle**
- (n) for injury, loss or damage directly or indirectly caused by any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including for example smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including material to be recycled, reconditioned or reclaimed) or contamination of any kind of the atmosphere or of any water, land, buildings or other **Property**:
 - (i) unless 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**
 - (ii) any amount over £1,200,000 for any one event
- (o) for death or bodily injury to any person or loss of or damage to **Property** in connection with any **Vehicle** bearing a **Trade Plate** arising beyond the limits of any **Road** except when during the course of a journey it is temporarily garaged elsewhere than in or on any premises which **You** own or occupy
- (p) for any consequence whatsoever resulting directly or indirectly from or in connection with **Terrorism** regardless of any other contributory clause or event

- (q) for liability of whatsoever nature directly caused by or contributed to, by or arising from the **Vehicle** while in or on that part of any airport, airfield or military installation provided for
- (i) the take-off or landing of aircraft or the movement of aircraft or aerial devices on the ground
 - (ii) aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas, hangars and the parts of passenger terminals of international airports which come within the Customs examination area or any part of the premises to which the general public do not have vehicular access

Section 2: Loss of or Damage to the Vehicle

What is covered

If the **Vehicle**, or its **Accessories**, is lost, stolen or damaged, **We** will choose

- whether to: (a) pay for the **Vehicle** to be repaired
- (b) replace the **Vehicle**
- (c) pay in cash for the cost of the loss or damage to the **Vehicle**.

If any payment is made under this section on the basis of actual or constructive total loss of the **Vehicle**, then **We** will become entitled to possession and ownership of the **Vehicle** or its remains.

Our liability in respect of the **Vehicle** shall not exceed the **Market Value** immediately prior to such loss or damage or **Your** estimate of the value notified to **Us**, whichever is the lesser. If the **Vehicle** is leased or on contract hire, **We** may pay the leasing or contract hire company first. If **Our** estimate of the **Market Value** is less than the amount **You** owe the leasing or contract hire company, the amount **We** pay them will settle the claim and **You** may have to pay them the balance.

Audio Visual Communication or Guidance Equipment

In respect of any loss of or damage to any permanently fitted audio visual communication or guidance equipment that was not fitted as a standard accessory to the **Vehicle** at the time of its manufacture, **We** will only pay up to the amount shown in the **Policy Schedule** after deduction of the **Excess** for any one claim.

Windscreen and Glass

If the **Windscreen / Glass** in the **Vehicle** is broken **We** will pay for the cost to repair or replace it. **We** will also pay for the cost to repair any of the bodywork that has been damaged by the broken glass from the **Windscreen / Glass**.

Where a replacement is not required **You** are responsible for paying the **Excess** shown in the **Policy Schedule** towards each and every claim for repair of any **Windscreen / Glass** including resultant scratching of paintwork provided there has been no other loss to the **Vehicle**.

Where a replacement is required **You** are responsible for paying the **Excess** shown in the **Policy Schedule** towards each and every claim for replacement of any **Windscreen / Glass** including resultant scratching of paintwork provided there has been no other loss to the **Vehicle**.

A payment made purely for **Windscreen / Glass** will not prejudice **Your** No Claim Discount.

Loss of or Theft of Keys

In the event of the keys or lock transmitter for the **Vehicle** being lost or stolen, **We** will pay for the cost of replacing:

- (a) the door and/or boot locks
- (b) the ignition and/or steering locks
- (c) the lock transmitter and the central locking interface.

We will also pay for the cost of re-coding or if necessary replacing any alarm and/or immobilisation system.

The total amount payable as a result of loss or theft of keys or lock transmitter will be limited to the amount shown in the **Policy Schedule** after deduction of the **Excess** for any one claim.

Providing that **You** have reason to believe that the person who finds or has stolen such items would be able to identify the whereabouts of the **Vehicle**.

Recovery and Redelivery

If the **Vehicle** is disabled as a result of loss or damage insured under this section, **We** will pay for the reasonable cost of:

- (a) protection and removal of the **Vehicle** to the nearest competent repairers
- (b) returning the **Vehicle** to **You** after repair to any address **You** wish, provided the cost is no more than it would be if **We** delivered it to **Your** address shown in the **Policy Schedule**.

Replacement Vehicle

In respect of any:

- (a) **Private Motor Vehicle**
- (b) **Minibus**
- (c) **Motorised Horsebox** with a gross revenue weight of 7.5 tonnes or less
- (d) **Commercial Vehicle** with a gross revenue weight of 7.5 tonnes or less

If the **Vehicle** is a UK specification model and less than one year old from the date of first registration as new and it is:

- (a) subject to theft and not recovered; or
- (b) damaged so that repairs will cost more than 60% of the manufacturer's new vehicle list price (including vehicle tax, VAT and fitted accessories) at the date the damage occurred;
or
- (c) damaged so that repairs will cost more than the **Vehicle's** current value at the date the damage occurred

then **We** will pay the cost of replacing the **Vehicle** (subject to availability) with a new vehicle of the same make, model and specification. The original **Vehicle** will then belong to **Us**.

We will only replace **Your Vehicle** if:

You own the **Vehicle** or are buying it under a hire purchase agreement or other type of agreement where ownership of the **Vehicle** will pass to **You**; and the hire purchase company agrees.

If a new **Vehicle** of the same make, model or specification is not available, **We** will pay **You** the amount **You** paid for **Your Vehicle**. **We** will not pay set up fees, interest payments, delivery charges (other than manufacturer's delivery charges) and vehicle tax. **We** will not pay if **Your Vehicle** has previously been declared a total loss by an Insurer. **We** will only make a payment if **You** provide sight of a purchase receipt or invoice.

What is not covered

We will not be liable for:

- (1) loss of or damage to the **Vehicle** when unattended unless all windows, doors, roof openings or hood are closed and locked and all ignitions keys or other removable ignition device and keys or devices needed to lock the **Vehicle** are removed from the **Vehicle**
- (2) any depreciation in the **Market Value** of the **Vehicle** after or because of repairs
- (3) loss of use of the **Vehicle**

- (4) wear and tear being a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, lack of maintenance or damage which happens gradually over a period of time
- (5) mechanical, electrical, electronic or computer breakdowns, failures or breakages except damage to electrical wiring, the Engine Control Unit and alternator caused by a short circuit.
- (6) damage to tyres caused by braking, punctures, cuts or bursts
- (7) any costs for importing parts or **Accessories** or storage costs caused by any delays where parts or **Accessories** are not available from current stock within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
- (8) any costs over the amount shown in the manufacturer's latest price guide, plus reasonable fitting costs for any lost or damaged parts or **Accessories** if such parts or **Accessories** are not available
- (9) loss of or damage to the **Vehicle** resulting from deception by a purported purchaser or their agent.
- (10) loss of or damage to any **Vehicle** bearing a **Trade Plate** arising beyond the limits of a **Road** except when during the course of a journey it is garaged elsewhere than in or on any premises which **You** own or occupy
- (11) loss of or damage due to the **Vehicle** being confiscated or destroyed by or under order of any government or public or local authority
- (12) loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- (13) loss of or damage to any radar or laser detection equipment.
- (14) any **Excess**.

Section 3: Principals Reimbursement

What is covered

In the event of any claim in respect of which **We** would indemnify **You** in the terms of Section 1 of this **Policy**, being brought or made against any principal being any person, company firm or public or local authority with whom **You** have entered into a contract for work or services, **We** will indemnify the principal against such claim and/or any costs and expenses in respect thereof provided always that **We** have the sole conduct of all claims.

What is not covered

We will not be liable for:

- (1) claims arising out of any contract or agreement unless **You** would have been liable in the absence of such contract
- (2) bodily injury to the principal for any amount for which **You** would not be liable in the absence of an agreement
- (3) death or bodily injury to any person in the employment of the principal arising out of and in the course of that person's employment by the person claiming
- (4) damage to **Property** owned by or in the care of the principal for any sum exceeding the amount required to indemnify the principal
- (5) death, injury or damage resulting from the negligence of any person other than **You** or **Your** employees
- (6) any person who does not comply with the terms of this **Policy** as far as they can apply.

Section 4: Unauthorised Movement

What is covered

We will indemnify in the terms of section 1 of this **Policy** in respect of:

- (a) an accident caused by or through or in connection with any motor vehicle not the **Property** of or hired under a hire purchase agreement to or leased under a vehicle leasing agreement or lent to **You** moved by a person in **Your** employment to facilitate the passage of the **Vehicle**
- (b) for loss or damage to any motor vehicle which is being moved by a person in **Your** employ to facilitate the passage of the **Vehicle**.

What is not covered

We will not be liable:

- (1) unless the person driving or the person in charge of the **Vehicle** as the **Driver** is in **Your** employment
- (2) for any person who does not comply with the terms of this **Policy** as far as they can apply.

Section 5: Contingent Liability

What is covered

We will indemnify **You** and no other person in the terms of section 1 of this **Policy** whilst any motor vehicle not the **Property** of or provided by **You** is being used in connection with **Your** business by a person in **Your** employment.

What is not covered

We will not be liable:

- (1) if there is any other insurance covering the same liability
- (2) for loss of or damage to such motor vehicle
- (3) in respect of any motor vehicle registered outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Section 6: Cross Liabilities

What is covered

Where there is more than one party named as the policyholder in the **Policy Schedule**, cover will operate for each one in the terms of section 1 of this **Policy** as if they are the only party covered under this **Policy**.

What is not covered

Our total liability for all compensation payable shall not exceed any limit of liability within this **Policy** if **You** had comprised one party.

Section 7: Trailers and Disabled Vehicles

What is covered

We will provide cover in the terms of Section 1 and 2 of this **Policy** in respect of any **Trailer** as if it is the **Vehicle**, which is:

- (a) Owned by **You**
- (b) Hired to **You** under a hire purchase agreement
- (c) Hired or borrowed on a temporary basis by **You**
- (d) Used solely for any use as agreed by **Us**
- (e) Specified in the **Policy Schedule** declared to **Us** by identification mark or serial number when attached to or detached from the **Vehicle** (and not attached to another vehicle not insured by this **Policy**)
- (f) Not specified in the **Policy Schedule** and valued below the amount detailed in the **Policy Schedule** whether attached or detached from the **Vehicle** (and not attached to any other vehicle not insured by this **Policy**)

The level of cover in respect of **Trailers** shall not exceed that of the towing **Vehicle**.

We will provide cover in the terms of Section 1 of this **Policy** in respect of any disabled mechanically propelled vehicle attached to the **Vehicle**.

What is not covered

We will not be liable:

- (1) when **Your Trailer** is attached to any vehicle other than the insured **Vehicle**
- (2) if the **Vehicle** is towing a greater number of **Trailers** than is allowed by law
- (3) if the **Vehicle** is towing a disabled mechanically propelled vehicle for hire or reward
- (4) for loss or damage to any disabled mechanically propelled vehicle
- (5) for loss or damage to any **Property** being carried in or on any **Trailer** or disabled mechanically propelled vehicle
- (6) for death, injury or damage due to the use of any mobile plant **Trailer** as a tool of trade except as necessary to meet the requirements of any road traffic legislation
- (7) if any **Trailer** is not specified in the **Policy Schedule** and valued above the amount detailed in the **Policy Schedule** whether attached or detached from the **Vehicle**
- (8) if any **Trailer** is used or modified for **Passenger** carriage unless specified on the **Policy Schedule**
- (9) if **Your Trailer** is a caravan, other than to indemnify **You** within the terms of section 1 of this **Policy** while the caravan is attached to the **Vehicle**.

Section 8: Personal Accident

What is covered

We will pay **You** or **Your Spouse** or if the **Insured** is a partnership or limited company, any partner of that partnership or director of the company, up to the amount shown in the **Policy Schedule** following an accident which causes death or bodily injury involving the **Vehicle** which results in:

- (a) death
- (b) total and permanent loss of all sight in one or both eyes
- (c) total loss of one or more limbs by being cut off at, or above the wrist or ankle.

What is not covered

We will not be liable:

- (1) for death or injury caused by suicide or attempted suicide
- (2) for death or injury to any person convicted of driving whilst under the influence of drink or drugs at the time of the accident
- (3) for death of or injury to any person not wearing a seatbelt when they must by law
- (4) where the same cover exists on more than one motor **Policy** with **Us**, **We** will only pay under one **Policy**
- (5) for death or injury not reported to **Us** within 3 calendar months of the accident
- (6) for more than the amount shown in the **Policy Schedule** in any one **Period of Insurance** for any one person.

Section 9: Medical Expenses

What is covered

We will pay if any persons in the **Vehicle** are injured as a result of the **Vehicle** being involved in an accident, the medical expenses arising in connection with such accident up to the amount shown in the **Policy Schedule** for each person injured.

Section 10: Personal Belongings

What is covered

We will pay **You**, or at **Your** request, the owner of the **Property**, if any personal belongings are lost or damaged by fire, theft, attempted theft or accident while in or on the **Vehicle** by paying in cash the amount of loss or damage up to the amount shown in the **Policy Schedule** for any one occurrence.

The receipt of the owner of the **Property** shall be a full discharge of **Our** liability.

What is not covered

We will not be liable for:

- (1) money, credit, debit or charge cards, stamps, cheques, tickets, documents or securities (such as share or bond certificates)
- (2) goods or samples carried for any trade or business
- (3) theft of any **Property** carried in an open top convertible insured **Vehicle** unless in a locked boot or locked compartment
- (4) loss of or damage to telephone or other communication equipment
- (5) loss of or damage to any radar or laser detection equipment.

Section 11: Service or Repair

What is covered

We will provide cover in the terms of section 1 of this **Policy** when the **Vehicle** is in the hands of a motor trader or engineer for service or repair. For the purposes of this section, the driving and use limitations noted in the **Certificate of Motor Insurance** do not apply.

Section 12: Right of Recovery

What is covered

We may need to make payments which are not insured by this **Policy** due to the law of any country where this **Policy** is valid. **You** are legally liable for these payments as owner, keeper, user or **Driver** of the **Vehicle** concerned.

You must reimburse **Us** the amounts that **We** must pay in these circumstances.

Section 13: Territorial Limits and European Travel

What is covered

In compliance with EU Directives **We** will provide as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles within the **Territorial Limits**.

In addition to this minimum cover, the **Policy** provides the cover shown in the **Policy Schedule** in any country in the

Territorial Limits, subject to:

- the **Vehicle** being normally garaged and used in Great Britain, Northern Ireland, the Isle of Man or the Channel Isles.
- use of the **Vehicle** for visits to countries outside Great Britain, Northern Ireland, the Isle of Man or the Channel Isles, being of a temporary nature, not exceeding in any one trip the number of days detailed in the **Policy Schedule**.

Cover includes:

- transit between countries within the **Territorial Limits**
- reimbursement of any customs duty **You** may have to pay on the **Vehicle** after its temporary importation into any country within the **Territorial Limits**, subject to **Your** liability arising as a direct result of any loss of or damage to the **Vehicle** which is covered under section 1 of the **Policy**
- general average contributions, salvage and sue and labour charges whilst the **Vehicle** is being transported by sea between any countries within the **Territorial Limits** provided that loss of or damage to the **Vehicle** is covered under section 1 of the **Policy**.

Customs Duty

We will pay any enforced payment of Customs Duty that arises as the direct result of any loss or damage covered by this **Policy**.

Section 14: General Policy Exclusions

We shall not be liable in respect of:

1. Use and Driving

Any loss, death, injury or damage occurring or liability arising whilst the **Vehicle** is being:

- (a) driven by or being in the charge of someone who is not described in the **Certificate of Motor Insurance** as entitled to drive
- (b) driven, with **Your** permission by anyone who **You** know does not hold a **Licence** or is disqualified from driving. However, **We** will still give cover if the person used to hold a **Licence** and is allowed to hold one by law
- (c) driven by someone who does not meet all of the conditions of their **Licence**
- (d) used for a purpose that is not shown as covered by the **Certificate of Motor Insurance**.

However, this exclusion will not apply while the **Vehicle** is with a member of the motor trade for servicing or repair and exclusions, 1(b) and (c) will not apply in circumstances where a **Licence** is not required by law

Provided always that:

- (a) the terms of the **Certificate of Motor Insurance** will otherwise apply
- (b) in respect of the **Vehicle** the person driving is of an age to hold a **Licence** to drive the **Vehicle** on a **Road**.
- (c) the **Driver** meets the requirements of any relevant health and safety legislation.

2. War

Any consequence of war, invasion, act of foreign enemies, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion (assuming the proportions of or amount to an uprising), military or usurped power, except as necessary to meet the requirements of any road traffic legislation.

3. Rallies, Competitions or Motor Trial

Liability arising while any motor **Vehicle** insured by this **Policy** is used in a rally or competition or motor trial except as necessary to meet the requirements of any road traffic legislation.

4. Earthquake

Any consequence of earthquake anywhere other than in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. This exclusion shall not apply to section 1.

5. Radioactive Contamination

Loss or destruction of or damage to any **Property** whatsoever or any loss or expense whatsoever resulting or arising there from or any legal liability or any other loss of whatsoever nature directly or indirectly caused by or arising from:

- (a) ionising radiations or radioactive contamination from any nuclear fuel or any nuclear waste arising from burning nuclear fuel

- (b) the radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment
- (c) any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

6. Contractual Liability

Any liability for liquidated damages fines or penalties or any liability which attaches because of an agreement but which would not have attached in the absence of that agreement unless the conduct and control of claims is vested in **Us**.

7. Carriage of Passengers

Any loss, death, injury or damage if **You** receive any payment for allowing **Passengers** to travel in a **Vehicle** if:

- (a) **You** are carrying the **Passengers** as part of a business of carrying **Passengers**
- (b) **You** are making a profit from the payments **You** receive

except as necessary to meet the requirements of any road traffic legislation.

8. Vehicle Value Accumulation Limit

In respect of any **Vehicles** and/or any **Trailers** the cover provided by this **Policy** in respect of any loss due to fire, theft or damage shall not exceed the amount shown in the **Policy Schedule** for any one claim or series of claims relating to the same incident.

Section 15: General Policy Conditions

1. Cash Settlements

If **We** decide to settle a claim for loss of or damage to the **Vehicle** in cash, **We** will pay it to the legal owner of the **Vehicle**.

We have the right if **We** agree to settle such a claim in cash to keep the damaged **Vehicle**.

We will delay any payment for 30 days to find out how likely it is to get the **Vehicle** back if it is stolen or missing.

If the **Vehicle** is leased or on contract hire, **We** may pay the leasing or contract hire company first. If **Our** estimate of the **Market Value** is more than the amount **You** owe the leasing or contract hire company, the amount **We** pay them will settle the claim. If **Our** estimate of the **Market Value** is less than the amount **You** owe, **You** may have to pay them the balance.

2. Claims

You must report all accidents, claims and civil or criminal proceedings to **Our** Claims Line as soon as practicably possible.

The Claims Line number is 0344 346 0411.

If **You** receive any letter, claim, writ, summons or process, **You** should send this to **Us** as soon as practicably possible. **You** must also let **Us** know as soon as practicably possible if **You** or **Your** legal advisors know of any prosecution, inquest or fatal accident inquiry that might be covered under this **Policy**.

You or any other person who is claiming under this **Policy** must not make any admission, negotiate, offer, payment or promise of payment without **Our** written permission.

If **We** wish, **We** can take over and manage in **Your** name or the name of the person claiming the defence, prosecution or settlement of any claim for **Our** own benefit.

We have full discretion over managing proceedings and settling claims.

You or anyone else claiming must provide **Us** with any information that **We** request.

If **You** are registered for VAT, **You** must reduce **Your** loss as far as possible by recovering VAT on the cost of repairs and replacement goods to the extent allowed by law.

3. Compliance with Policy Terms

Our liability will be conditional on **You** complying and as appropriate any other person entitled to cover complying as though they were **You** with the terms of this **Policy** as far as they apply.

4. Contractual Right of Renewal (Tacit)

We have the right which **We** may choose not to exercise to automatically renew this **Policy** each year. **We** may vary the terms and conditions of this **Policy** including the premium at renewal. **We** will let **You** know the details of any such changes in good time prior to expiry date. If **You** do not wish to renew the **Policy**, **You** or **Your Insurance Broker** must notify **Us** prior to the renewal date.

5. Contribution

If the damage or liability which is the subject of a claim under this **Policy** (except for any claim under section 8) is or would be but for the existence of this **Policy** be insured under any other insurance, **We** will only pay **Our** share of the claim.

Provided always that nothing in this **Policy** condition will impose on **Us** any liability from which **We** would be relieved under section 5 or under what is not covered of section 1 points 9 and 11.

This condition will not apply when the **Vehicle**:

- (a) is the **Property** of or on hire or loan or leased to a person in **Your** employ
- (b) has not been provided by **You**
- (c) is being used in connection with **Your** business
- (d) **We** have issued a **Certificate of Motor Insurance** to cover such vehicle.

6. Direct Right of Access

Third parties may contact **Us** directly in the event of accident, loss or damage as allowed under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances, **We** may deal with any claim, subject to the terms and conditions of the **Policy**.

7. Discharge of Liability

We may decide at any time to pay any limit of indemnity after deduction of any sum already paid or any lower amount for which any claim can be settled and then relinquished the conduct and control and be under no further liability in respect of the claim except for payment of costs and expenses incurred with **Our** written consent prior to the date of such payment.

8. Instalment Condition

Where reference is made in this **Policy** to the payment of premium this includes **You** having agreed to pay by instalments.

If **We** have agreed to accept the payment of the first premium or any subsequent premium by instalment

this **Policy** remains a contract for the **Period of Insurance** and the amount of the instalments are governed by the terms of the credit agreement

9. Practical Precautions

You must take all practical steps to safeguard the **Vehicle / Trailer** and anything in or attached to it from loss or damage at all times. **You** must maintain the **Vehicle / Trailer** in a roadworthy condition. **We** will be allowed free access to examine the **Vehicle / Trailer** at any time.

10. 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 and the non-disclosure or misrepresentation by **You** is proven by **Us** to be deliberate or reckless **We** may:
 - (i) avoid this **Policy** which means that **We** will treat it as if it had never existed and refuse all claims 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.

11. Material Alteration

You must give AIUA acting for Zurich Insurance Company Ltd immediate notice in writing via Your **Insurance Broker** of any change in circumstances or to the material facts previously disclosed by **You** to **Us** or stated as material facts by **Us** to **You** which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change **We** will be entitled to vary the premium and terms for the rest of the **Period of Insurance**. If the changes make the risk unacceptable to **Us** then **We** are under no obligation to agree to make them and may no longer be able to provide **You** with cover.

If **You** do not notify **Us** of any such change **We** may exercise one or more of the options described in clauses c) i), ii) and iii) of General **Policy** Condition 10 - Fair Presentation of the Risk but only with effect from the date of the change in circumstances or material facts.

12. Fraudulent Claims

If **You** make any claim which is fraudulent or intentionally exaggerated, or if **You** make any false declaration or statement in support thereof, **We** shall not provide an indemnity and the **Policy** shall be deemed to be terminated with effect from the date of the fraudulent act.

If the **Policy** is terminated 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.

13. 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**.

14. Sanctions

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

15. Mileage

We reserve the right to establish the mileage of **Your Vehicle** at any time if **Your Policy** is rated on a selected annual mileage limit. Where the mileage limit has been exceeded **Your** premium will be increased to that which applies to a higher mileage limit. If **We** become aware that the mileage limit has been exceeded at the time of a claim the additional premium will be deducted from the claims payment. The higher premium will apply from the commencement of the **Period of Insurance**.

Section 16: No Claim Discount (NCD)

If no claim has been made under the **Policy** during the **Period of Insurance**, a no claim discount will be applied at renewal.

If a claim is made during the **Period of Insurance** any no claim discount will be stepped back in accordance with **Our** scale below.

No Claim Discount Protection

Where indicated in the **Policy Schedule**, the renewal premium will be reduced by the maximum discount allowed under **Our** scale of no claim discount provided that not more than two claims have been made during the last three consecutive years.

No claim discount protection is applicable to **Private Motor Vehicles, Motorised Horseboxes, Minibuses** and **Commercial Vehicles** only and is shown on the **Policy Schedule**. A third claim in the **Period of Insurance** will have the same effect as though a first claim had occurred, and the no claim discount will be reduced accordingly from that point onwards.

NCD Step Back Rules

NCD Years Last Renewal/Inception	1 Claim	2 Claims	3 Claims
0	0	0	0
1	0	0	0
2	0	0	0
3	1	0	0
4	2	0	0
5	3	1	0
6+	4	2	0

AIUA
The Hamlet
Hornbeam Park
Harrogate
HG2 8RE

T: 01423 795100 or 0344 346 0411

E-mail: reception@aiua.co.uk

Website: www.aiua.co.uk

AIUA is a trading name of Geo Underwriting Services Limited
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