

Motor Fleet Insurance Policy



Welcome

UK General are niche commercial and personal lines insurance experts providing specialist underwriting, distribution and fulfilment services.

UK General was formed in 2009 following the merger of PBS Holdings Ltd and Longhawk Insurance Group. We now provide a unique, hybrid organisation with the ability to move between or combine our business models enabling maximum flexibility in meeting the requirements of both our trading partners and customers.

We have a proven reputation as developers of bespoke personal and commercial lines niche insurance products coupled with a unique combination of expertise, people, systems and access to underwriting capacity. This means we can create and deliver a wide range of carefully tailored general insurance products to the UK's intermediary and affinity marketplace.

UK General's operating style is to develop products according to our client requirements, ensuring bespoke product design is tailored to market and customer segment. Our group provides insurance solutions for a range of product categories including Commercial, Property, Financial & Specialist Risk, Travel and Agricultural.

Our wealth of commercial expertise and industry experience enables us to maintain an innovative approach to commercial insurance and risk management. Our commercial products are designed to protect the assets and insure the liabilities of your small to medium sized businesses, while also reducing your businesses exposure to risk through providing effective risk management assistance and advice.

We work in partnership with an exclusive agency base of

professional brokers which we regard as individuals, involving them in the decision-making process. By working hard to support our broker's business objectives we ensure our policyholders get the level of cover and service that suits their requirements.

From our centralised underwriting services teams in Leeds, Belfast and Glasgow we provide our trading partners with easy access to underwriters for quick and efficient quotations and policy inception. Building and maintaining strong relationships at a local level is core to our business proposition and our regional Business Development Managers are spread across the UK to provide a more local presence for our intermediaries.

If you would like to find out more about UK General please visit our website:

www.ukgeneral.com

Notification of New Claims

In the event of any occurrence which may give rise to a claim, please contact your broker or alternatively you can contact us direct on:

Claims Line: 0844 209 0999

Open: Mon to Fri: 9am to 5pm

Contents

Your Policy	2
Important Information	3
Definitions	5
Guide to Your Policy Cover	6
Section 1 Legal Liability to Third Parties	7
Section 2 Loss of or Damage to Your Vehicle	8
Section 3 Indemnity to Principals	9
Section 4 Unauthorised Movement	9
Section 5 Contingent Liability	9
Section 6 Cross Liabilities	9
Section 7 Trailers and Disabled Vehicles	9
Section 8 Personal Injury to Your Driver	10
Section 9 Medical Expenses	10
Section 10 Personal Belongings	10
Section 11 Service or Repair	10
Section 12 Right of Recovery	10
Section 13 Geographical Limits and European Travel	10
Section 14 General Policy Exclusions	11
Section 15 General Policy Conditions	11
Section 16 Legal Protection - Uninsured Loss Recovery	14

Your Policy

1. Introduction

- 1.1 Each Section of this Policy, the Schedule to each Section and any Endorsement(s) together with this Introduction and the General Policy Information, Definitions, Exclusions and Conditions and the Proposal and/or Statement of Fact shall be read as one document and form the contract of insurance.
- 1.2 Any word or expression given a specific meaning in
- 1.2.1 the Schedule, any Policy Endorsement(s) or this Introduction and the General Policy Definitions, Exclusions and Conditions shall have the same meaning throughout the Policy unless otherwise indicated
- 1.2.2 an individual Section or any Section of an Endorsement(s) shall replace any specific meaning given elsewhere but shall only have such meaning for the purpose of that Section or Endorsement(s) and such meaning shall apply throughout the Section or Endorsement(s).
- 1.3 In consideration of the payment of the premium the Insurers will indemnify the Insured within the terms of and subject to the exclusions and conditions of this Policy in respect of liability, loss or damage as set out in each Section and/or Endorsement occurring in connection with the Business during the Period of Insurance or any subsequent period for which the Insurers agree to accept payment of premium.
- 1.4 The Proposal and/or Statement of Fact made by the Insured is the basis of and forms part of this Policy.

2. The Insurers

In accordance with the authorisation granted to UK General by Ageas Insurance Limited (hereinafter referred to as 'The Insurers') and in consideration of the appropriate premium having been paid, the said Insurers (their Executors and Administrators) are hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon.

All Sections

Ageas Insurance Limited, Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA, Registered number: 354568 England.

3. Choice of Law applicable to this contract

- 3.1 The Parties are free to choose the law applicable to this Policy. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

4. Use of Language

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



Karen Beales
Technical Director
UK General
Registered Office
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
West Yorkshire, LS10 1RJ

Registered in England (Company No. 4506493).

For and on behalf of the Insurers

Important

We recommend You read this Policy together with Your Schedule to ensure that it meets with Your requirements. Should You have any queries please contact Us or Your Insurance Adviser. Your attention is drawn to the Complaints procedure below.

You are reminded that it is essential You provide all material information likely to influence the acceptance and assessment of this insurance. If You have any doubts as to whether a fact is material it should be disclosed. Failure to disclose any material facts may invalidate your Policy or may result in Your Policy not operating fully. 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.

Insurers may pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help Us to check information provided and to prevent fraudulent claims. When We deal with Your request for insurance, We may search these registers. Under the conditions of Your Policy, You must tell Us about any incident (such as an accident or theft) which may or may not give rise to a claim. When You tell Us about an incident, We will pass information relating to it to the register.

Details about the regulator and Insurers

UK General Insurance Limited is authorised and regulated by the Financial Services Authority. Our FSA register number is 310101. You can check this on the FSA Register by visiting the FSA website www.fsa.gov.uk/register/ or by contacting the FSA on 0845 606 1234.

Ageas Insurance Limited is authorised and regulated by the Financial Services Authority (FSA). You can check this on the FSA Register by visiting the FSA's website www.fsa.gov.uk/register/ or by contacting the FSA on 0845 606 1234.

Compensation Arrangements

UK General Insurance Limited and Ageas Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if any of these companies cannot meet their insurance obligations. This depends on the type of business and the circumstances of the claim. For compulsory insurance You may be entitled to compensation up to 100% of the claim. For all other types of insurance You may be entitled to compensation up to 90% of the claim. Further information about Compensation Scheme arrangements is available from the FSCS at: <http://www.fscs.org.uk/> or You may write to the Financial Services Compensation Scheme, 7th Floor, Lloyd's Chambers, Portsooken Street, London E1 8BN. Their telephone number is 0207 8927300.

Disclosure

Your insurance is based upon the information provided to UK General and you must ensure that all such information is complete and accurate, and that any facts that may influence the insurers' decision to accept and pay a valid claim are disclosed. Failure to disclose material information may invalidate your insurance cover and could mean that part, or all, of a claim may not be paid.

Duration of cover

As stated in the Period of Insurance.

Complaints Procedure

(Not forming part of this Policy)

It is always UK General's intention to provide a first class standard of service. However, if You have any cause for complaint about the way Your Policy was sold to You, You should, in the first instance, contact the intermediary who arranged the Policy for You. If You have a complaint about a claim, call Your claims handler first. You will find the claims handler's name and phone number on any letters they have sent You.

Should the matter not be resolved to Your satisfaction, please contact:

The Customer Relations Department
UK General
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
West Yorkshire, LS10 1RJ

Tel: 0845 218 2685
Email: customerrelations@ukgeneral.co.uk

Please quote the details of Your Policy, the name of the Insured, Policy Number and departmental references.

If You cannot settle Your complaint with UK General, You may be entitled to refer it to the Financial Ombudsman Service (FOS). Further information is available at: <http://www.financial-ombudsman.org.uk/>

The FOS is an independent organisation that decides on complaints about general insurance products. They will only consider complaints after UK General have given You written confirmation that You have been through the Complaints Procedure and Your business has a turnover of less than EUR 2 million and fewer than 10 employees. You can contact the Ombudsman at:

Insurance Division
Financial Ombudsman Service
South Quay Plaza
183, Marsh Wall
London E1 4SR
Phone 0845 080 1800 Fax 0207 964 1001

Your legal rights will not be affected by following the Complaints Procedure or by contacting the FOS.

Data Protection Act 1998

Please read this notice carefully as it contains information about UK General's and Ageas Insurance Limited's use of personal information.

All personal information about You will be treated as private and confidential (even when You are no longer a customer), except as stated below.

By taking out this Policy, You are confirming that UK General, Ageas Insurance Limited and any holding company, subsidiaries and other linked companies may use Your personal information for the purposes explained below.

UK General, Ageas Insurance Limited and any holding company, subsidiaries and other linked companies may use any information held about You, any director, partner or Employee of the Business:

- to manage the Insurance Policy, including handling, underwriting, claims, issuing renewal documents and providing renewal information to your agent
- to carry out research and analysis.

They may share personal information with other insurers, regulatory authorities or agents providing services on their behalf.

UK General, Ageas Insurance Limited and any holding company, subsidiaries and other linked companies will only release personal information to others if:

- (a) it is necessary to manage the Policy
- (b) it is necessary to prevent fraud
- (c) required or permitted to do this by law (for example, if a legitimate request is received from the police or another authority)
- (d) there are any other circumstances where they have received Your permission to do so.

If UK General, Ageas Insurance Limited and any holding company, subsidiaries and other linked companies need to change the way personal information is to be used, the Insured will be notified. If the change is not acceptable You must notify them as soon as possible.

Sharing information to prevent fraud

The information held may be shared with operators of registers used by the insurance industry to check information that is given to UK General, Ageas Insurance Limited and any holding company, subsidiaries and other linked companies and prevent fraudulent claims. Information relating to the Insurance Policy and any incident (such as an accident or theft) may be passed to these registers.

Dealing with others on Your behalf

To help manage the Insurance Policy, subject to passing security questions, UK General, Ageas Insurance Limited and any holding company, subsidiaries and other linked companies will deal with You, any director, partner or Employee employed in the Business or any other person whom they reasonably believe to be acting for or on Your behalf in connection with the Policy.

Sensitive information

Some of the personal information that has been requested is known as sensitive personal data. This will include information relating to health, race, religion and criminal convictions relevant to the insurance provided. This information will only be used to manage the Policy and to provide the services set out in the Policy documents.

Monitoring and recording

Telephone calls may be monitored and recorded to monitor and improve service and to prevent or detect fraud. CCTV recording equipment may also be used in and around the premises of UK General, Ageas Insurance Limited and any holding company, subsidiaries and other linked companies

Interested parties

You should ensure that anyone else whose name has been supplied to UK General, Ageas Insurance Limited and any holding company, subsidiaries and other linked companies in connection with this Insurance Policy is shown this notice (Data Protection Act) as it will apply to them too.

Further information

You are entitled to receive a copy of the information held by UK General, Ageas Insurance Limited and any holding company, subsidiaries and other linked companies. The Insured should contact the Data Controller of UK General, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds LS10 1RJ, giving their name, address and insurance Policy number. UK General is entitled to charge an administrative fee for this.

Definitions

Accessories

Any items permanently attached to Your Vehicle which are not directly related to its function as a vehicle but form an integral part of the Vehicle and are not designed to operate independently.

Certificate of Insurance

A document showing that Your Policy meets the legal requirements for insuring motor vehicles (the Road Traffic Acts).

Claim or Accident

An event which is insured under this Policy.

Declaration Period

The intervals of time at which You must tell Us of changes additions or deletions to the Schedule of Vehicles that You want Us to cover under this Policy.

Endorsement

A wording which changes the insurance in the printed Policy.

Excess

The amount shown against the term Excess wherever used is the amount You must pay towards the cost of repairs. You should note that if more than one of Your Vehicles is involved in the same accident or loss any Excess which is applicable will be applied to each vehicle as though separately insured.

Green Card

An international insurance certificate.

Insure, Insurance

Pay for legal liability, loss or damage as defined in this Policy.

Liability, Liable

A legal responsibility to compensate others.

Market Value

The cost of replacing Your Vehicle with one of similar make, model and condition.

Proposal / Statement of Fact

The Proposal/Statement of Fact You have completed and signed and any other information given to Us by You or on Your behalf.

Period of Insurance

The period from the effective date up to and including the expiry date as shown on Your Policy Schedule and Certificate of Insurance

Renewal

Extending the original Period of Insurance.

Replacement Windscreen Provider

Providers whose names and telephone numbers have been obtained from Our Assistance Helpline.

Schedule

This is issued with Your Policy booklet and shows details of Your Vehicles, the Premium, Policy cover and at each subsequent Renewal confirming details of any Endorsements which apply.

Third Party

You and We are the first and second parties to this contract. Anyone else is a Third Party.

Vehicle Type

Described by registration number or for a group of vehicles the general type of vehicle concerned. No individual vehicle detail such as make or models are included.

Vehicle type descriptions are, for example,

- Private Cars
- Goods Carrying Vehicles
- Agricultural Vehicles
- Special Type Vehicles
- Mobile Plant Vehicles
- Motor Cycles

Each type of vehicle will have unique Cover, Use, Driving, Endorsement and Certificate arrangements which will be shown in the Schedule.

We, Us, Our, the Insurer

Refers to the Insurer as shown on Your Policy Schedule, and UK General acting on their behalf, except under Section 14 and Section 17.

You, Your

The person shown in the Schedule as the Policyholder.

Your Vehicle(s)

Any Vehicle Type described on the Policy Schedule or any Vehicle Type details of which have been supplied to Us in accordance with Your Declaration Period and for which a Certificate of Insurance is in effect. Except where You have requested and We have agreed to provide cover Your Vehicle does not include any motor vehicle registered outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Guide to Your Policy Cover

The Policy cover is shown on the Schedule. The sections of the Policy that apply for each level of Policy cover are:

- **Comprehensive**

All Sections of the Policy apply.

- **Third Party Fire and Theft**

All Sections of the Policy apply, except for Sections 8, 9 and 10.

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 the Policy apply except Sections 2, 8, 9 and 10.

Section 1

Legal Liability to Third Parties

What the insurance covers

We will Insure You against Your legal liability resulting from any one accident involving Your Vehicle for:

- death of or bodily injury to anyone
- damage to property which is limited to and We will not pay more than:
 - i) £20,000,000 for any one claim or number of claims arising out of one event if Your Vehicle is shown in the Schedule as a Private Car
 - ii) £5,000,000 for any one claim or number of claims arising out of one event for any other vehicle shown in the Schedule.

Vehicles which are insured

- Your Vehicle(s).

Who is insured under this section

You and the following people are insured under this section:

- Anyone allowed by the Certificate of Insurance to drive Your Vehicle.
- Anyone, other than the driver, who, at Your request, is in, getting into, or out of Your Vehicle.

If anyone insured under this Section dies, We will continue to provide Insurance for the estate of that person for any liabilities incurred that are covered by the Policy.

Costs and Expenses

For any event where We provide Insurance under this Section, We will pay:

- solicitors' fees to represent anyone insured under this Section at a Coroners' Inquest or Fatal Accident Inquiry
- for the defence in any Court of Summary Jurisdiction
- (if You ask Us) the cost of legal services to defend a charge of manslaughter or causing death by reckless or dangerous driving; and
- any other costs and expenses which We agree in writing.

Emergency Treatment

We will also pay for any Emergency Treatment fees required by the Road Traffic Acts.

What is not covered

We will not provide Insurance under this Section:

- if the person claiming knows that the driver at the time of the accident has never held a licence to drive the vehicle, or is disqualified from having such a licence, unless a licence to drive is not required by law
- for death of or bodily injury to anyone which arises out of and is in the course of that person's employment by the person claiming except where it is necessary to meet the requirements of the Road Traffic Acts
- for loss of or damage to property owned by or in the care of the person claiming, or being carried in or on Your Vehicle
- for loss of or damage to Your Vehicle
- for death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of Your Vehicle by anyone other than the driver or attendant of Your Vehicle
- for death, injury or illness of any person caused by, through, in connection with or arising from:
 - i) poisoning or any kind of foreign matter in food or drink
 - ii) anything harmful in the condition of any goods supplied or the defective condition of the container of such goods

- for death, injury, or damage resulting from the explosion of any pressurised container which is part of plant attached to Your Vehicle, except so far as is necessary to satisfy the Road Traffic Acts
- to anyone other than You who can claim under any other policy
- to anyone who does not keep to the terms of this Policy as far as they can apply
- in connection with any tree felling operation
- for death, injury or damage resulting from the harmful effect of:
 - i) crop spraying
 - ii) the discharge and spreading of lime fertilizers, artificial manure or other substances arising from the operation of Your Vehicle as a mechanical tool or tool of trade.
- for:
 - a) any claim for Pollution and/or Contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at one specific time and place
 - b) any amount over £1,000,000 for one Pollution and/or Contamination event

except as necessary to meet the requirements of the Road Traffic Acts.

For the purposes of this Exclusion, Pollution and/or Contamination shall mean pollution and/or contamination of buildings or other structures or of water, land or atmosphere.

Section 2

Loss of or Damage to Your Vehicle

What the Insurance covers

If Your Vehicle is lost or damaged We will choose whether to repair it, replace it, or pay in cash the cost of the loss or damage. The most We will pay is the Market Value of Your Vehicle and its attached accessories and spare parts at the time of the loss or damage.

Audio Visual & Communication equipment

There is no limit applicable under this Policy for any type of Audio Visual Communication and Guidance equipment that formed an integral part of the vehicle at original manufacture.

We will only pay up to £1,000 after deduction of the Excess as shown on Your Policy Schedule for any one claim for loss of or damage to permanently fitted Audio Visual Communication or Guidance equipment that was not fitted as a standard accessory to Your Vehicle at the time of the vehicle manufacture.

We will not pay the cost for reinstating or replacing data of any form that was held on or stored by any equipment that may be covered under this sub section.

Loss of or theft of keys

We will in the event of Your Vehicle keys transmitters or security immobilisation keys transmitters being lost or stolen pay for replacing:

- door and/or boot locks
- ignition/steering locks
- lock transmitter and central locking interface
- immobilisation/alarm system

subject to a maximum payment of £500 for any one incident.

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 Your Vehicle

This sub section of cover is not subject to Excess.

Replacement Vehicle

We will, if You and anyone else We know who has an interest in the vehicle agrees, replace Your Vehicle with a new one of the same make and model, provided one is available and provided that:

- a) Your Vehicle is a Private Type car in the first year of registration from manufacture
or
 - b) Your Vehicle is a Commercial Vehicle with a Gross Vehicle Weight of 3.5 Tonnes or less and is in the first six months from manufacture
and was purchased and registered by You from new and is
- lost by theft
- or
- damaged and the cost of repairs exceed 60% of the manufacturers list price (including VAT) at the time of the claim.

If a replacement vehicle of the same make and model is not available, the most We will pay is the Market Value of Your Vehicle and its fitted accessories and spare parts at the time of the loss or damage.

Recovery and Redelivery

If Your Vehicle is disabled as the result of loss or damage insured under this Section We will pay the reasonable costs of

- protection and removal to the nearest repairers
- returning Your 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 Schedule.

Your Contribution

You must pay the amount shown against the word Excess on the Policy Schedule towards each and every claim payable under this Section of the Policy but excluding any claims for broken windows or windscreens including any resultant scratching to the paintwork providing there is no other damage to Your Vehicle.

Young and inexperienced driver Excess

In addition to any other amount You must pay as shown elsewhere within this Policy or under any Endorsement attaching to this Policy You must also pay the following if Your Vehicle is lost or damaged whilst being driven by or is in the custody or control of any person who features in the following table:

Age of Driver You Pay	Amount
Under 21 years old	£250
21 to 24 years old	£150
At least 25 years old with a licence to drive the vehicle which is:	
• a provisional licence	£150
• a full UK licence but held for less than one year	£150
• a full EU licence but driver has been resident in the UK for less than one year	£150
• a full international licence	£150

You do not have to pay these additional amounts for:

- broken windows or windscreens including any resultant scratching to the paintwork providing there has been no other damage to Your Vehicle
- if the loss or damage was caused whilst Your Vehicle was in the custody or control of a motor trader for repair or service.

Broken windows and windscreens

You must pay the amount shown in the Windscreen Excess field stated on the Policy Schedule towards every claim for replacement windows or windscreens. If the only damage to Your Vehicle is a broken window or windscreen, including any resulting scratched bodywork, We will not pay more than £100 towards each claim unless the repair or replacement is carried out by a Replacement Windscreen Provider authorised by Us.

What is not covered

We will not pay for:

- any depreciation in the Market Value of Your Vehicle following its repair, the cost of which is the subject of a claim under this Section
- loss of use of Your Vehicle
- depreciation
- wear and tear
- mechanical or electrical breakdowns, failures or breakages
- damage to tyres caused by braking, punctures, cuts or bursts
- losing Your Vehicle through deception by someone pretending to be a buyer or that person's agent
- loss or damage caused during the seizure of Your Vehicle by the Police or anyone empowered to act on behalf of a Police Authority
- loss or damage caused to Your Vehicle whilst it is being held in the custody or control of an Police Authority or any other person acting in accordance with direct instructions of any Police Authority
- loss or damage caused to Your Vehicle if We have specified that a locking or tracking device, alarm or immobiliser must be fitted to Your Vehicle but it was not fitted or was not set
- loss or damage caused to Your Vehicle by an inappropriate type or grade of fuel being used.

Section 2 (continued)

Date Recognition Exclusion Clause

We will not pay for damage to or loss of any computer or other equipment, data processing service product, microchip, micro processor, integrated circuit, embedded chip or similar device, computer software program or process, or any other electronic system caused by failure to:

- correctly recognise any date as its true calendar date
- capture save or retain and/or correctly manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- capture save or retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save or retain or correctly to process such data.

Unattended Vehicle Clause

We will not pay for loss or damage arising from the theft of or from Your Vehicle whilst the ignition and or entry and or immobilisation key(s) transmitter(s) or other device(s) have been left in or on Your Vehicle.

Section 3 Indemnity to Principals

What the insurance covers

We will Insure You in the terms of Section 1 of this Policy in respect of liability for which You are responsible under an agreement with a Principal.

What is not covered

We will not provide Insurance under this Section:

- against claims arising out of agreements unless a claim would have been accepted in any case
- for bodily injury to the Principal for any amount for which You would not be liable in the absence of an agreement
- for death or bodily injury to any person in the employ of the Principal arising out of and in the course of that person's employment by the person claiming
- for damage to property owned by, or in the care of the Principal for any sum exceeding the amount required to indemnify the Principal
- for death, injury or damage resulting from the negligence of any person other than You or Your employee
- to any person who does not comply with the terms of this Policy as far as they can apply.

Section 4 Unauthorised Movement

What the Insurance covers

We will Insure You in the terms of Section 1 of this Policy:

- against legal liability arising as the result of any accident involving any motor vehicle which does not belong to You, and is not hired or loaned to You, which is being moved by You for the exclusive purpose of parking or to facilitate the passage of a vehicle insured by this Policy
- for loss or damage to any vehicle which is being moved.

What is not covered

We will not provide Insurance under this Section:

- unless the person driving, or the person in charge of the vehicle as the driver, is in Your employ
- to any person who does not comply with the terms of this Policy as far as they can apply.

Section 5 Contingent Liability

What the Insurance covers

We will Insure You in the terms of Section 1 of this Policy when any motor vehicle, not Your property and not provided by You, is being used in connection with Your business by any person in Your employ.

What is not covered

We will not provide Insurance under this section

- if there is any other existing insurance covering the same liability.
- in respect of any motor vehicle registered outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Section 6 Cross Liabilities

What the insurance covers

We will Insure You in the terms of Section 1 of this Policy, each Policyholder described in the Schedule in respect of any claim made by any of them against each other, as if the other was not insured under this Policy.

Section 7 Trailers and Disabled Vehicles

What the Insurance covers

We will Insure:

Specified Trailers

- a trailer listed in an effective Schedule (in the terms set out in that Schedule) whether it is attached to Your Vehicle or is detached and not being used.

Unspecified Trailers

- a trailer, including any trailer type Agricultural Implement or Machine not specified in an effective Schedule, as if it were part of Your Vehicle, but only while it is attached to Your Vehicle for towing or operational purposes.

Disabled Vehicles

- Your liability under Section 1 of this Policy for a disabled mechanically-propelled vehicle attached to Your Vehicle.

What is not covered

We will not provide Insurance under this Section:

- when a trailer is attached to any vehicle other than Your Vehicle
- if Your Vehicle is towing a greater number of trailers in all than is allowed by law
- if Your Vehicle is towing a disabled mechanically-propelled vehicle for hire or reward
- for loss or damage to any disabled mechanically-propelled vehicle
- for loss or damage to any property being carried in or on any trailer or disabled mechanically-propelled vehicle
- for death, injury or damage because of operating any unspecified mobile plant trailer as a tool of trade (other than a trailer used for Agricultural and Forestry Purposes) except where it is necessary to meet the requirements of the Road Traffic Acts.

Section 8

Personal Injury to Your Driver

If Your driver is injured:

- in direct connection with Your Vehicle then We will pay £2,500 to Your driver or to Your driver's estate, if within 3 months of the accident, the injury is the sole cause of
 - death
 - total and permanent loss of all sight in one or both eyes;
- or
- total loss of one or more limbs by being cut off at, or above, the wrist or ankle.

We will not pay:

- if suicide, attempted suicide, alcoholism or drug addiction contributes to or speeds up the injury or death
- more than £2,500 arising out of any one incident or during any one Period of Insurance.

Section 9

Medical Expenses

If You, Your driver, or any person travelling in Your Vehicle are injured by a cause directly connected with Your Vehicle, We will pay up to £250 medical expenses for each person injured.

Section 10

Personal Belongings

We will pay up to a total of £250 for any one claim for loss of or damage to personal belongings in or on Your Vehicle.

If You wish, instead of paying You, We will pay the owner of the lost or damaged property. A receipt from the owner will end Our liability.

We will not pay for:

- money, stamps, tickets, documents or securities
- goods or samples carried for any trade or business
- theft of any property carried in an open top or convertible vehicle unless in a locked boot or glove compartment
- property insured under any other policy.

Section 11

Service or Repair

When Your Vehicle is in the hands of a motor trader or agricultural engineer for service or repair, We will continue to provide Insurance under this Policy for Your benefit. For this purpose We will ignore the driving and use limitations in Your Certificate of Insurance.

Section 12

Right of Recovery

The law of any country where this Policy is valid may mean We have to make payments which are not insured by this Policy. You are legally liable for them as the owner, keeper, user or driver of the vehicle concerned.

You must pay Us back the amounts We pay in these circumstances.

Section 13

Geographical Limits and European Travel

Geographical Limits

We will provide Insurance as set out in the Policy, the Schedule and the Certificate of Insurance in, or travelling between:

- Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands and/or
- Any other member country of the European Union and/or
- Iceland, Norway and Switzerland

Whilst Your Certificate of Motor Insurance is sufficient evidence of cover within the above Geographical Limits We will if requested provide You with a Green Card which will be issued free of charge.

Automatic Minimum Cover

In addition to providing cover within the Geographical Limits mentioned above this Policy also provides the necessary cover to meet the laws on compulsory insurance of motor vehicles in any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7 (2) of EC Directive relation to civil liberties arising out of the use of a motor vehicle. If however the road traffic laws of Great Britain are wider than the minimum cover of the EU Member State where the incident occurred then the Great Britain level of cover will be provided.

European Travel

If You are travelling within Europe but outside the territories listed within the Geographical Limits You will have to request Us to issue a Green Card to extend the Geographical Limits and full policy coverage of the Policy. The provision of this cover will be at Our discretion and maybe subject to an additional premium.

Customs Duty

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

Notice of Intended Travel

You must give Us at least 14 days notice of Your need for a Green Card.

Section 14 General Policy Exclusions

We will not Insure You for claims arising out of agreements unless a claim would have been accepted in any case.

We will not Insure You for claims while any vehicle insured by this Policy is being:

- a) used for any purpose that the Certificate of Motor Insurance does not allow
- b) driven by someone not allowed to drive by the Certificate of Motor Insurance
- c) driven by You if You do not hold a licence to drive the vehicle or You are disqualified from having such a licence
- d) driven with Your permission by someone who You know does not hold a licence to drive the vehicle unless that person has held a licence and is not disqualified from getting one
- e) used in any rally or competition or motor trial or on any race track for the purposes of racing or time trials whether or not as part of an organised competitive event.

Exclusions (a) and (b) will not apply and We will Insure You if the claim arises because the Vehicle was stolen or taken without Your permission.

Exclusions (c) and (d) will not apply when a licence to drive is not required by law.

We will not Insure You for claims for any consequence of war, invasion, act of foreign enemies, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection, military coup or seized power, except where it is necessary to meet the requirements of the Road Traffic Acts.

Apart from Section 1, We will not Insure You for claims arising during or because of:

- earthquake anywhere other than in Great Britain, the Isle of Man or the Channel Islands
- or
- riot or civil commotion anywhere other than in Great Britain, the Isle of Man or the Channel Islands.

This will not apply if You can prove that the claim was not caused by any of these events.

We will not Insure You for claims arising under Section 1 of this Policy while any vehicle Insured by this Policy is being used in the parts of any airport or aerodrome to which aircraft have access.

We will not Insure You for claims arising from or because of:

- ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from burning nuclear fuel
- the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or its nuclear parts.

We will not Insure You in respect of operational risks whilst Your Vehicle is being used as a tool of trade except in so far as to meet the requirements of the Road Traffic Acts unless otherwise stated on Your Policy Schedule.

Terrorism Exclusion

We will not Insure You under Section 1 of the Policy for any loss of or damage to property or any consequential loss or legal liability directly or indirectly caused by contributed to by or arising from terrorism or any action taken in controlling preventing suppressing or in any way relating to terrorism.

However, We will provide the minimum cover You need under the Road Traffic Act.

For the purpose of this Exclusion, 'terrorism' means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm or whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes.

Section 15 General Policy Conditions

Claims

You or Your legal personal representatives must write to Us as soon as possible after an accident, giving full details.

If You receive any letter, claim, writ, summons or process, You must send it to Us immediately.

You must write to Us as soon as You know about any intended prosecution, Coroner's Inquest or Fatal Accident Inquiry connected with an accident.

People, including You, who are claiming under this Policy, must not make any admission, offer, payment or promise 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 give Us all the help and information possible.

Repairs to Your Vehicle

If the damage to Your Vehicle is insured by this Policy then to allow Us to authorise repairs as quickly as possible You should:

- telephone Us or Your Insurance Adviser to provide full details of the claim
- take Your Vehicle to an Approved Repairer (We will advise You of their address) or if the vehicle is not able to be driven We will arrange for it to be moved to their premises.

Fraud

If a claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this Policy or if any loss or damage be occasioned by the Insured's wilful act or with the Insured's connivance all benefit under this Policy shall be forfeited.

Cash Payments

If We decide to settle a claim for loss of or damage to Your 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 need to delay any payment for a reasonable period to find out how likely it is to get the vehicle back if it is stolen or missing.

Other Insurance

If there is any other insurance which covers any claim under this Policy (except for claims under Section 8) We will only pay Our share towards the claim.

This condition does not include any claim which would be rejected under Section 1 of this Policy if the person claiming (except You) is insured under another Policy.

Section 15 (continued)

Arbitration

If there is any dispute about the amount to be paid under this Policy, the matter will be referred to an arbitrator chosen by You and by Us under the legal rules governing arbitration.

This will not happen if the claim in question is:

- under Section 8 of this Policy
- or
- disputed for a reason other than the amount to be paid.

The arbitrator must decide that You are right before You can take legal action against Us.

Care of Your Vehicle

You must take all reasonable steps to keep Your Vehicle from being lost or damaged.

You must maintain it in an efficient and roadworthy condition and We must be able to inspect it at any time.

Declaration Basis

Your Schedule will tell You when You have to tell Us of changes, additions or deletions of vehicles.

If any of Your Vehicles have been issued with Certificates bearing the individual registration number, You must tell Us immediately if those vehicles are changed or deleted.

Irrespective of the Declaration Period specified on the Schedule You are legally obliged to ensure that the Motor Insurance Database is updated immediately of any changes, additions or deletions of vehicles. You will have been provided with instructions and a password if You are expected to notify the database Yourself directly.

In addition You must provide Us with details of the vehicles that You will wish Us to insure at each Renewal anniversary date.

Failure to make a Declaration

In the event of a claim if You have failed to advise Us of the existence of the vehicle which You are claiming indemnity for under this Policy within the agreed Declaration Period We reserve the right to refuse to meet the cost of such a claim.

Cancelling Your Policy

You may cancel within 14 days of the inception or renewal date of your Policy or the date you received your policy documents, whichever is later. To cancel your policy, please contact us or your insurance broker / intermediary.

If we have paid for the total loss of any vehicle insured under this policy during the period you have been on cover there will be no refund of premium and you must pay to us the full annual premium. If you are paying by instalments you will either have to continue with the instalment payments until the policy renewal date or we may, at our discretion, deduct the outstanding instalments due from any claim payment to be made.

If there has been no such claim, we will refund to you the full annual premium less a proportion of that premium for the period that you have been on cover, subject to a minimum charge of £50.

You may cancel this Policy at any time by writing to us.

Provided that there have been:

- no claims made under the policy for which we have made a payment;
- no claims made under the policy which are still under consideration; or
- no incidents likely to give rise to a claim but which are yet to be reported to us

during the current period of insurance we will charge an amount of premium in accordance with the following scale for the time you have been on cover and refund the balance to you.

Scale of charges

Number of months or part thereof	Percentage of Annual Premium Charged
1 month	25%
2 months	35%
3 months	45%
4 months	55%
5 months	65%
6 months	70%
7 months	75%
8 months	80%
9 months	85%
10 months	90%

If the period on cover exceeds 10 months no refund of premium is due.

If a claim payment has been made, a claim has been submitted or there has been an incident likely to give rise to a claim during the current period of insurance, no refund for the unexpired portion of the policy will be given. If you are paying by instalments you will either have to continue with the instalment payments until the policy renewal date or we may at our discretion deduct the outstanding instalments due from any claim payment to be made.

We may at any time cancel this policy by giving you 7 days notice in writing by recorded delivery to your last known address. We will refund to you the full annual premium less a proportion of that premium for the period that you have been on cover.

Section 15

General Policy Conditions

In all circumstances, you must either return to us or your insurance broker / intermediary all certificates of insurance or cover notes you have received in relation to this policy or sign and return either an 'Electronic Declaration of Loss or Destruction for Certificates of Insurance' or an 'Electronic Declaration of Surrender Form for Certificates of Insurance'. No refund of premium will be given until such documents have been received.

We shall not be bound to accept any renewal of this policy.

Payment Premium

In the event of non payment of your premium we may cancel this policy by giving you 7 days notice in writing by recorded delivery to your last known address. We will also send a copy of this letter to your insurance broker / intermediary. If you make a claim under this policy, we may, at our discretion, deduct any amount you still owe us from any claim payment.

Keeping to Conditions

We will not provide insurance under this Policy unless You have:

- kept to all the terms and Endorsements in the Policy and
- completed a Proposal form or Statement of Fact to the best of Your knowledge and belief and You have not deliberately withheld any information that would be considered a material fact.

Motor Insurance Database

Your Policy details will be added to the Motor Insurance Database (MID) run by the Motor Insurers Information Centre (MIIC). This may be consulted by:

- a) the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime
- b) other UK insurers the Motor Insurers' Bureau and MIIC may search the MID to ascertain relevant policy information if You have been involved in an accident in the UK or abroad
- c) the DVLA and DVLI for the purposes of Electronic Vehicle Licensing
- d) Persons pursuing a claim in respect of a motor traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID

You should show this notice to anyone insured to drive the vehicle(s) under this Policy.

You can find out more about the Motor Insurance Database and its use by contacting UK General or at www.miic.org.uk

Failure to maintain the Motor Insurance Database

If You are advised by Us that it is Your responsibility to maintain Your Vehicle details on the Motor Insurance Database (MID) then You should update the MID immediately upon any changes additions or deletions to Your Vehicle Schedule. The impact upon You for failing to maintain Your Vehicle Schedule on the MID is that You may be liable for a fine of up to £5,000 for failing to comply with a Road Traffic Act obligation.

Section 16

Legal Protection – Uninsured Loss Recovery

For the purpose of this Section Insurer refers to Legal Insurance Management Ltd, 18, Hagley Road, Stourbridge, West Midlands DY8 1PS.

This Section includes access to the Legal Assistance Helpline to give advice, 24 hours a day, 365 days a year, on any commercial legal matter. We may record the calls to protect You.

Telephone number: England, Wales & Scotland – 0844 800 0128.

When You call the Legal Helpline please quote reference LES/717/0577. You will then be asked for a brief summary of the problem and these details will be passed on to an adviser who will return Your call.

All claims will be handled by Legal Insurance Management Ltd.

Definitions

The General Definitions in this Policy also apply to this Section where appropriate

Legal Representative

The solicitor or other person appointed with Our agreement under this Section to represent You and protect Your interests.

Professional Fees

Under this Section We will pay the following:

Standard Professional Fees and disbursements reasonably and properly incurred by the Legal Representative, with Our prior written authority including costs incurred by another party for which You are made liable by Court Order, or may pay with Our consent in pursuit of a civil claim in the Territorial Limits arising from an Insured Incident.

The most We will pay for all claims arising out of any one event is £50,000.

Standard Professional Fees

The level of Professional Fees that would normally be incurred by Us in using a nominated Authorised Professional of Our choice.

Territorial Limit

For Uninsured Loss Recovery, the Territorial Limit is Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, Andorra, Austria, Belgium, the Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Liechtenstein, Luxembourg, Monaco, the Netherlands, Norway, Portugal, the Republic of Ireland, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland and Turkey.

For Motor Prosecution Defence, the Territorial Limit is Great Britain, Northern Ireland, the Channel Islands and Isle of Man.

We/Us/Our under this Section refers to **Legal Insurance Management Limited**.

What is covered:

Uninsured Loss Recovery

We will indemnify You in accordance with Our Standard Professional Fees as a result of any road accident which causes the following:

- Your death or bodily injury while You are in, on or getting into or out of Your Vehicle.
- Damage to Your Vehicle
- Damage to property which You own or are legally responsible for and which is in or on Your Vehicle.

Motor Prosecution Defence

We will indemnify You in accordance with Our Standard Professional Fees for defending Your legal rights (including making an appeal against Your conviction or sentence) after any event which results in criminal proceedings being brought against You for an offence relating to You owning or using Your Vehicle.

We will provide this cover as long as:

- The claim is not covered under any other Section of this Policy
- The event happened within the Territorial Limit and within the Period of Insurance
- The claim will be decided by a court within the Territorial Limit
- There is in Our view a reasonable chance of a successful defence, recovering damages or achieving a positive outcome.

What is not covered

The General Exclusions in this Policy also apply to this Section where appropriate

We will not provide cover for the following:

1. Any claim arising out of a contract You have with another person or organisation.
2. A claim for an event which is not covered under Your current motor insurance policy.
3. A claim where Your Vehicle is being used for racing, rallies or competitions.
4. Disputes between You and Us.
5. Any fines, penalties or compensation awards.
6. Any application for a judicial review.
7. Disputes or claims arising from the deliberate, conscious, intentional or careless disregard by You of the need to take all reasonable steps to avoid, prevent and limit any such dispute or claim.
8. Any Professional Fees We have not agreed to in writing.
9. Any Professional Fees covered by another insurance policy.
10. Professional Fees You have paid directly to the Legal Representative or any other person without Our permission.
11. Any VAT which You can recover from elsewhere.
12. Parking offences for which You do not get points on Your licence.
13. Driving while under the influence of drink or drugs.
14. Driving without insurance.
15. Any claim while:
 - You are insolvent (or have committed an act of insolvency);
 - You have made an arrangement with the people You owe money to;
 - You have entered into a deed or arrangement;
 - You are in liquidation;
 - part or all of Your affairs, assets or property are in the care or control of a receiver or a liquidator;
 - or
 - there is an administration order over Your affairs, assets or property.
16. Where You knowingly and materially mislead Us or the Legal Representative, or fail to pass important information to Us or the Legal Representative in connection with the Section or any claim made under this Section. In such circumstances We may also reclaim from You any money paid under any relevant claim in relation to this provision.

Section 16

(continued)

Conditions

If You do not keep to the conditions We will have the right to cancel the Policy, refuse any claim and withdraw from any current claims.

The General Conditions in this Policy also apply to this Section where appropriate

1. You must do the following:

- a) Give Us written details of Your claim along with any other supporting information We ask for.
- b) Make Your claim within six months of the date of the event which gave rise to the dispute.
- c) Follow the Legal Representative's advice and provide any information he or she asks for.
- d) Take every step to recover costs and pay them to Us.
- e) Get Our written permission before making an appeal.
- f) Make sure that Your Legal Representative keeps to Condition 2 below.

2. Your Legal Representative must do the following:

- a) Get Our written permission before instructing a barrister or expert witness.
- b) Tell Us if, at any stage, there is no longer a reasonable chance of a successful defence, recovering damages or achieving a positive outcome.
- c) Tell Us immediately if the other party makes a payment into a court or any offer to settle the matter.
- d) Report the result of the claim to Us when it is finished.

3. We will have the right to do the following:

- a) Take over and conduct, in Your name, any claim or proceedings.
- b) Settle a claim by paying the amount in dispute.
- c) Appoint a Legal Representative, in Your name, and on Your behalf.
- d) Have any legal bill audited or assessed.
- e) Contact the Legal Representative at any time, and have access to all statements, opinions, reports and any other information to do with Your claim.
- f) Limit the Professional Fees that We will pay under the Policy where:-
 1. We consider it is unlikely a reasonable settlement of Your claim will be obtained;
 2. there is insufficient prospects of obtaining recovery of any sums claimed; or
 3. the potential settlement amount of Your claim is disproportionate compared with the time and expense incurred in pursuing or defending Your claim'.
- g) At the end of the claim, settle the costs covered by this Section if those costs cannot be recovered from anywhere else.

4. Your agreements with others

We will not be bound by any agreement between You and the Legal Representative or You and any other person or organisation.

5. Choosing the Legal Representative

At any time before We agree that legal proceedings need to be issued, We will choose the Legal Representative. You can only choose the Legal Representative if We agree that legal proceedings need to be issued or if a conflict of interest arises which means that the Legal Representative cannot act for You.

If You decide to nominate Your own Professional We must agree this in advance and You will be responsible for any Professional Fees in excess of those which Our own specialists would normally charge Us (details are available upon request).

You must send his or her name and address to Us. We may decide not to accept Your choice. If You and We do not agree with Your choice of Legal Representative, the matter will be settled using the procedure as set out under condition 6.

When choosing the Legal Representative, You must remember Your duty to keep the cost of any legal proceedings as low as possible.

6. Disputes

If there is a dispute between You and Us, the matter may be referred to an arbitrator, who You and We agree to. If We and You cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either You or Us, the arbitrator will decide how You and We will share the costs.

7. Withdrawal

We will end Your cover and get any costs back from You that We have paid if:

- the Legal Representative reasonably refuses to go on acting for You because of any unreasonable act or omission on Your part that is likely to harm Your case; or
- You unreasonably withdraw Your claim from the Legal Representative; or
- You withdraw from the claim without Our agreement.

8. Notices

Every notice which needs to be given under this Section must be given in writing. If You give Us notice, You must send it to Our address. If We give You notice, We must send it to Your last known address.

9. Law and language of this Section

This Policy is subject to the laws of England and Wales. We will communicate with You in English.

Online Access to Legal Resources Database

Free unlimited access to our comprehensive library of commercial and personal legal information (including employment, health & safety and property matters) is available to you at www.legalhelpline.irwinmitchell.com

You should enter Scheme Code reference LIM01 to access the site.

Please note that you will be required to register your personal details the first time to use this service.



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