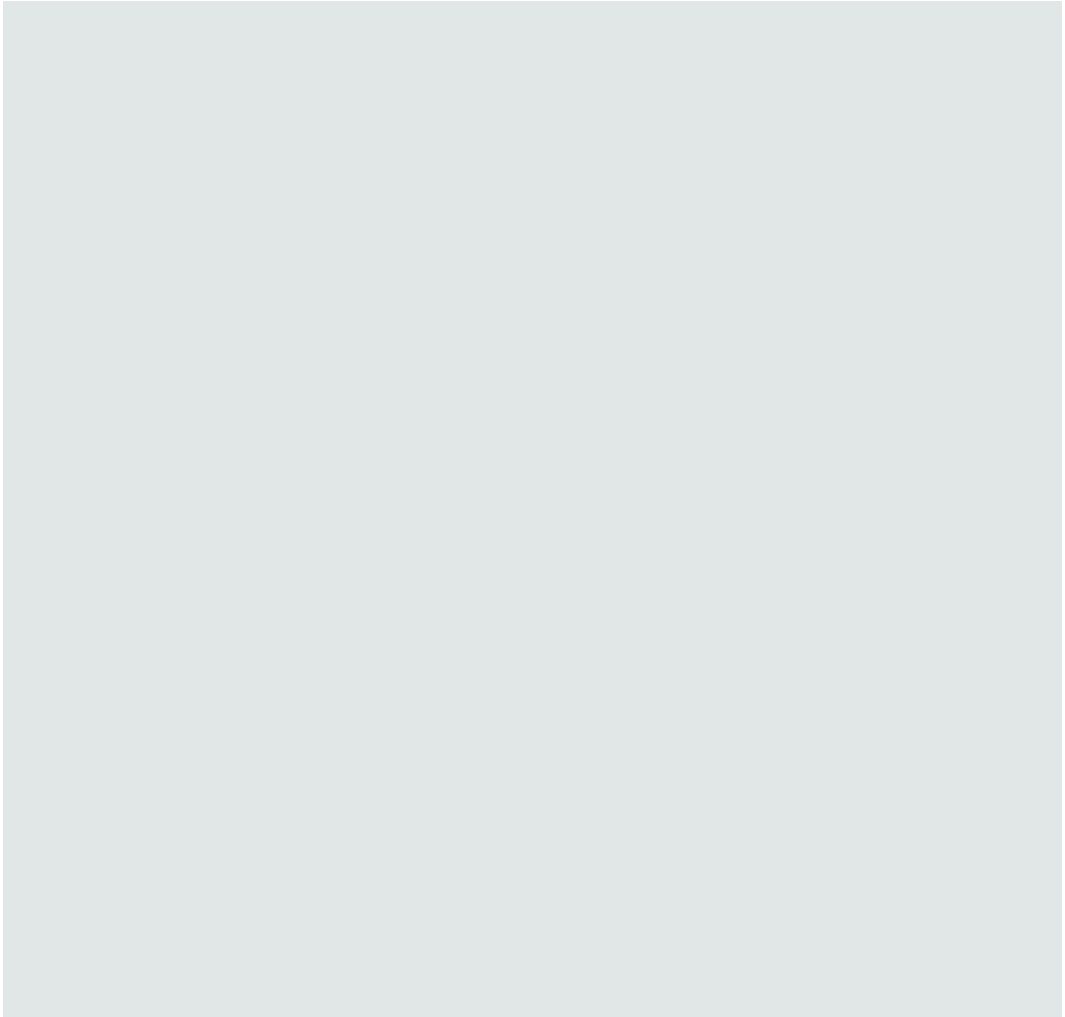


Zurich Business Car

Policy document



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How we use your information

Who controls your personal information

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

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

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

What personal information we collect about you

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

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

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

How we use your personal information

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

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

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

Who we share your personal information with

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

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

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

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

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

How we use your personal information for websites and email communications

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

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

How we transfer your personal information to other countries

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

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

How long we keep your personal information for

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

Your data protection rights

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

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

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

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

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

Fraud prevention and detection

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

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

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

Claims history

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

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

This helps to check information provided and prevent fraudulent claims.

Motor Insurance Database

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

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

If a vehicle of yours is involved in a road traffic accident (either in the United Kingdom, the EEA or certain other territories), insurers and/or 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

Your Zurich Business Car policy

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

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

We will insure **you** to the extent defined in the policy documents as insured during any period of insurance for which **we** have accepted **your** premium. **Our** liability will in no case exceed the amount of any sum insured or limit of indemnity stated in this policy, the schedule or any endorsement to this policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

Law applicable to this contract

In the UK the law allows both **you** and **us** to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon **your** address stated in the schedule. If there is any dispute as to which law applies it will be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

Please read this policy and any schedule, endorsement and certificate carefully and if they do not meet **your** needs return them to **us** or **your** broker or insurance intermediary.

About your Policy

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

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

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

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

The Insurance

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

Cancellation Rights

If **you** decide that **you** do not want to accept the policy (or any subsequent renewal of the policy by **us**), please notify **us** using the contact details provided on the covering letter within 14 days of receiving it (or for renewals, within 14 days of **your** policy renewal date).

We will only charge **you** on a pro rata basis for the time **we** have been on cover subject to a minimum premium of £15 (plus insurance premium tax).

The balance of the premium will be returned to **you** but there will be no refund where **you** are cancelling the policy following a claim where the **vehicle** is a total loss and not being replaced.

Definitions

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

We/us/our – the authorised insurers named in the schedule (Broker Direct Plc will handle claims on behalf of the authorised insurers).

You/your/the insured – the company named in the schedule as the policyholder.

Vehicle –

- a) the motor car specified in the Certificate, and any courtesy car supplied by **us** whilst the vehicle is being repaired:
- b) spare parts and accessories fitted in or on to the vehicle, or whilst removed and kept inside **your** private garage.

Excess – the amount which **you** must pay towards a claim.

Section 1

Accidental damage to the vehicle

(not applicable if cover is Third Party, Fire and Theft or Third Party Only)

1. **We** will pay for damage to the **vehicle**, which is not covered under Section 2 – Fire or Theft.
2. In addition, **we** will pay:
 - for a courtesy car, when the **vehicle** is being repaired by a Broker Direct Authorised Repairer;
 - up to £100 for personal effects damaged in an incident for which there is a valid claim under paragraph 1 of this Section.

Windscreen

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

Section 2

Fire and Theft

(not applicable if cover is Third Party Only)

1. **We** will pay for loss of or damage to the **vehicle** caused by fire, lightning, explosion, theft or attempted theft.
2. In addition, **we** will pay:
 - up to £100 for personal effects lost or damaged in an incident for which there is a valid claim under paragraph 1 of this Section.

Note: All cover under Sections 1 and 2 is subject to the Exceptions, Basis of Settlement, and Conditions stated in this policy.

Exceptions to Sections 1 & 2

We will not pay for:

- Any **excess** shown in the Endorsements.
- Damage which existed before the incident for which **you** are claiming.
- Loss of use, wear and tear, consequential loss, depreciation, mechanical or electrical or electronic computer failures, breakdowns or breakages, damage caused by freezing, losses **you** sustain through not being able to use the **vehicle** and the cost of hiring another **vehicle**.
- Reduction in value of the **vehicle** as a result of damage, whether repaired or not.

- Audio equipment, telephones, two-way radios, and their ancillary equipment, unless fitted permanently to the **vehicle** (see also “Basis of Settlement”).

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

- Loss as a result of any person obtaining or attempting to obtain the **vehicle** using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.
- Loss of or damage to the **vehicle** where possession is obtained by fraud, trick or false pretences.
- Loss resulting from repossession of the **vehicle** or restitution to its rightful owner.
- Damage caused deliberately by **you** or anyone driving or using the **vehicle** with **your** permission.
- Loss of or damage to the **vehicle** resulting from unauthorised use of the **vehicle** by a person known to **you**, unless that person is convicted for theft.
- Property stolen from an open or convertible **vehicle**, unless taken from a locked boot or locked glove compartment.
- Losses arising from the use of keys which had been left in or around the **vehicle**.
- Loss or damage defined in the General Exceptions.

Any insurance for personal effects does not cover money, stamps, tickets, documents, securities or property insured under any other policy.

Any goods or samples which **you** or any person insured by this policy carry in connection with any trade or business.

Basis of settlement Sections 1 & 2

- We will, at our option, make a payment of cash or repair or reinstate or replace parts, following loss of or damage to the **vehicle**. Repairs will usually be carried out by the nearest Broker Direct Authorised Repairer who will guarantee the work for three years.
- If a repair or replacement leaves **you** with a better **vehicle** than before the incident, we may ask **you** to pay a fair contribution to the cost of the claim. We will not require a contribution if, in the event of repair, parts of a like kind and condition as those being replaced are used in place of the original manufacturer's parts.

- If the **vehicle** is a total loss (for example, stolen and not recovered or damaged beyond economical repair), **we** will pay the market value of the **vehicle** at the time of the incident. **We** will have the right to own the salvage. **We** will not be responsible for storage charges resulting from any avoidable delay by you in authorising us to remove the **vehicle** to free storage.

Market value is the local retail cash value taking into account condition, mileage, service and maintenance history (including MOT certificate status).

- **We** will not pay more than the manufacturer's last published list price, plus the reasonable cost of fitting, for any part or accessory.
- If the **vehicle** is the subject of a hire purchase or leasing agreement, **we** will normally make any payment for the total loss or destruction of the car to the legal owner, whose receipt of **our** payment will be a full and final discharge of our liability.

- For loss of or damage to the **vehicle's** audio equipment, navigation systems, telephones, two-way radios, and their ancillary equipment, **we** will pay the cost of repair or replacement by the contractor appointed by CLAIMLINE.

The maximum amount payable is £500, unless the equipment was installed by the manufacturer or authorised dealer in accordance with the vehicle manufacturer's specification.

- In the event that the **vehicle** has been modified from the original specification of the manufacturer, the amount payable in respect of all such modifications will be limited to 25% of the value of the **vehicle** without such modifications. Any more specific limits of indemnity in this policy take precedence (over this general "Modifications" limit). N.B. If the vehicle is modified such that it's performance exceeds that of the manufacturer's original specification all cover under this policy will be null and void.

Section 3

Liability to Third Parties

1. We will cover **you** for legal liability for death of or bodily injury to any person (including passengers), or damage to property, caused by or in connection with the **vehicle** being used in accordance with **your** Motor Insurance Certificate.

The cover also applies to:

- Any other person covered by **your** Motor Insurance Certificate, providing **you** gave permission to drive or use the **vehicle**.
- Any person who is travelling in the **vehicle** or getting into or out of the **vehicle**.
- If **your** Motor Insurance Certificate allows business use, the employer of any person permitted by **your** Certificate to use the **vehicle** for business purposes.
- Any person **you** allow to use (but not drive) the **vehicle** for social, domestic and pleasure purposes only.
- The legal representatives of **you** or any person insured under this policy, who would have been entitled to reimbursement under this Section, in respect of that person's liability.

2. We will pay:

- Damages, costs and expenses at law.
- Costs incurred, providing we have given **our** written consent.

We may also pay at **our** discretion and provided **we** have given **our** written consent:

- The defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide committed or alleged to have been committed during the period of insurance in the course of the business.
- Solicitor's fees for representation at any Magistrates', Coroners' or other Court of Summary Jurisdiction after any incident which may give rise to a claim under this Section.
- Legal cost to defend any person who is allowed to drive the **vehicle** against a charge of manslaughter or of causing death by reckless driving.

You must advise **us** of any such proceedings as soon as **you** are notified.

Note: All cover under Section 3 is subject to the Exceptions and Conditions stated in this policy.

Exceptions to Section 3

We do not cover:

- The legal liability of any person who is driving unless that person holds a licence to drive the **vehicle**.
- The legal liability of any person who is not driving, but who makes a claim, if that person knows that the driver did not hold a licence to drive the **vehicle**.
- Death of or bodily injury to any passenger in or on a trailer attached to a **vehicle** insured under this policy, except as required by the Road Traffic Acts.
- Death of or bodily injury to any person out of or in the course of that person's employment by the person claiming indemnity under this section if insurance cover in respect of liability for such death or bodily injury is in fact provided pursuant to a requirement of any compulsory Employers Liability legislation within the Territorial Limits of this policy.
- Death or bodily injury, damage to property and aircraft, arising from the **vehicle** being driven or used on that part of an aerodrome, airport, airfield or military base provided for the take off or landing of aircraft on the surface and aircraft parking aprons including the associated service roads.
- Any part of the claim if there is any other insurance covering the same liability or damage.
- Loss of or damage to **vehicles** or property owned by or in the custody or control of any person claiming benefit under **your** policy.
- Liability for loss, damage, injury, death or any other cost or expense directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism, except as is necessary to meet the requirements of any compulsory motor insurance legislation in force within the territorial limits of this policy.

Terrorism is defined as:

Any act including, but not limited to, the preparation of, use of or the threat of any force, violence or life threatening act by any person or group of persons acting alone or on behalf of or in connection with any organisation or government, which appears to be intended to or from its nature and context is done

in connection with political, religious, ideological or similar purpose, including the intention to influence, intimidate or coerce any government or put the public or any section of the public in fear or appears to be intended to disrupt any segment of the economy.

Any act deemed by the government to be an act of terrorism.

Loss of or damage to **your** car is unaffected by this exclusion.

- Liabilities defined in the General Exceptions.

Additional cover to Section 3

Trailer

We will cover **you** in respect of any trailer or mechanically disabled **vehicle** while being towed, as allowed by law, by the **vehicle**.

We will not be liable:

- for loss of or damage to the towed trailer or mechanically disabled **vehicle**; or
- while such trailer or **vehicle** is being towed for reward.

Emergency Treatment

We will pay for the cost of emergency treatment as required by the Road Traffic Acts, resulting from injury caused by an incident involving the **vehicle**.

Any payment made in respect of emergency treatment alone will not reduce **your** No Claims Discount.

European Union (EU) Compulsory Insurance

Your cover under Section 3 Liability to Third Parties includes the compulsory minimum insurance cover required to use any **vehicle** insured by this policy in any member country of the EU and other countries whose insurance arrangements satisfy the requirements of the EU Commission and the relevant EU Directives, as specified in the Motor Insurance Certificate.

Note: Cover under Sections 1 Damage to the **Vehicle** and/or 2 Fire and Theft is restricted to the use of the **vehicle** in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, unless extended by Endorsement. If **you** require cover for the **vehicle** in other countries, contact **your** Insurance Broker.

Additional benefits for all our policyholders

No Claims Discount (NCD)

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

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

Car Sharing

If **you** receive contributions from passengers as part of a car sharing arrangement for social or other similar purposes, **we** will not regard this as carrying passengers for hire or reward (or use of the **vehicle** for hiring) provided that:

- the total contributions received for the journey do not involve a profit; and
- the passengers are not carried in the course of a business of carrying passengers; and
- the **vehicle** does not carry more than eight passengers plus the driver.

Servicing and Parking

We will continue to provide insurance (but to **you** only) while the **vehicle** is in the custody or control of:

- a member of the motor trade and used only for its own overhaul, upkeep or repair;
- a hotel, restaurant, car park or other similar establishment for parking purposes only.

Vehicle Recovery

If the **vehicle** cannot be driven after an incident which is covered under Section 1 or Section 2 **we** will pay the reasonable cost of protecting it and removing it to the nearest Broker Direct Authorised Repairer or another place as agreed by **us**. **We** will also pay for it to be brought back to **your** address shown in the Schedule.

General terms and conditions

Claims – The things which you must do

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

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

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

You must also:

- send **us** any written summons or letter before action and any other letter or communication which **you** receive
- tell **us** immediately about any claim or allegation made against **you** verbally
- notify **us** immediately of any impending prosecution, inquest or fatal injury inquiry
- not admit liability for or negotiate the settlement of any claim
- give **us** all the information and assistance which **we** require

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

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

Claims – Rights of the Company

We are entitled to take over and conduct the defence or settlement of any claim.

We may pursue any claim in the name of the person insured for **our** own benefit and at **our** own expense.

Compulsory Insurance Law

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.

Fraudulent Claims

If **you** or anyone acting on **your** behalf:

- a) makes a fraudulent or exaggerated claim under this policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this policy for loss or damage which **you** or anyone acting on **your** behalf or in connivance with **you** deliberately caused; or
- e) realises after submitting what **you** reasonably believed was a genuine claim under this policy and then fails to tell **us** that **you** have not suffered any loss or damage; or
- f) suppresses information which **you** know would otherwise enable **us** to refuse to pay a claim under this policy

we will be entitled to refuse to pay the whole of the claim and recover any sums that **we** have already paid in respect of the claim.

We may also notify **you** that **we** will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If **we** terminate this policy under this condition **you** will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of **you** this condition should be read as if it applies only to that insured person's claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

Looking after the vehicle

The **vehicle** must be kept roadworthy and in good repair.

In the event of a claim **we** will have the right to examine the **vehicle**. Any person covered under the policy must take reasonable steps to protect the **vehicle** from loss or damage.

Other Insurance

If any loss or damage is covered by any other insurance, **we** will not pay more than **our** rateable proportion. This does not override any exception relating to other insurance policies elsewhere in this policy.

Premium Payment

You must pay the premium or any payments under a Credit Agreement in full on demand.

Cancelling your Policy

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

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

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

Upon cancellation, a return premium will be calculated and:

- If **you** have paid the total premium and not made a claim, a refund may be payable through **your** broker.

- If **you** have been paying the premium by instalments, **you** remain liable for any outstanding balance and **we** will write to **you** to request immediate settlement of any amount due. **You** will not be entitled to a refund of any instalments already paid.

Confirmation of No Claims Discount will not be issued if the policy is in arrears.

Fair Presentation of the risk

- a) At inception and renewal of this policy and also whenever changes are made to it at **your** request **you** must:
 - i) disclose to **us** all material facts in a clear and accessible manner; and
 - ii) not misrepresent any material facts.
- b) If **you** do not comply with clause a) of this condition **we** may:
 - i) avoid this policy which means that **we** will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by **you** is proven by **us** to be deliberate or reckless in which case **we** will not return the premium paid by **you**; and
 - ii) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred.

- c) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what **we** would have done if **we** had known about the facts which **you** failed to disclose or misrepresented:
- i) if **we** would not have provided **you** with any cover **we** will have the option to:
 - 1) avoid the policy which means that **we** will treat it as if it had never existed and repay the premium paid; and
 - 2) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred
 - ii) if **we** would have applied different terms to the cover **we** will have the option to treat this policy as if those different terms apply. **We** may recover any payments made by **us** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
 - iii) if **we** would have charged **you** a higher premium for providing the cover **we** will charge **you** the additional premium which **you** must pay in full.
- d) Where this policy provides cover for any person other than **you** and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession **we** will not invoke the remedies which might otherwise have been available to **us** under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than **you**.
- Provided always that if the person concerned or **you** acting on their behalf makes a careless misrepresentation of fact **we** may invoke the remedies available to **us** under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

Change in Circumstances

You must notify **us** as soon as possible during the period of insurance if there is any change in circumstances or to the material facts previously disclosed by **you** to **us** or stated as material facts by **us** to **you** which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change **we** will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to **us** then **we** are under no obligation to agree to make them and may no longer be able to provide **you** with cover.

If **you** do not notify **us** of any such change **we** may exercise one or more of the options described in clauses c) i), ii) and iii) of the Fair Presentation of the Risk condition but only with effect from the date of the change in circumstances or material facts.

Making Changes to Cover

You may ask **us** during the period of insurance to make changes to the cover provided by this policy.

If **we** agree to make such changes **we** will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes are 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.

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.

Observance of Terms

The observance and fulfilment of the terms of this policy so far as they relate to anything to be done or complied with by **the insured** shall be conditions precedent to any liability of **us** to make any payment under this policy.

General policy exceptions

We will not pay for:

Driving and Use of Car

Any claim under any Section of **your** policy occurring whilst a **vehicle** which **we** cover is being:

- driven or used outside the circumstances defined in **your** Motor Insurance Certificate, except as provided for in ADDITIONAL BENEFITS, Servicing and Parking;
- driven by **you** unless **you** hold a licence to drive the **vehicle**;
- driven by any person:
who is not permitted to drive in **your** Motor Insurance Certificate; or
who **you** know does not hold a licence to drive the **vehicle**; or who has a Provisional Licence and is not accompanied by a holder of a Full Licence.
- used in or on restricted areas of airports or airfields or military bases.

War Risks

Any consequence of war, invasion, civil war, rebellion, revolution, act of foreign enemy, hostilities (whether war is declared or not), insurrection or military or usurped power, except as required by the Road Traffic Acts.

Radioactive Contamination and Explosive Nuclear Assemblies

Loss of or damage to any property, any consequential loss, expense, legal liability directly or indirectly caused by, contributed to or arising from:

- ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, nuclear reactor or other explosive nuclear assembly or nuclear component of such assembly
- any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
- the radioactive, toxic, explosive or other dangerous or contaminating properties of any radioactive matter but the exclusion in this sub paragraph will not apply to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes.

'Nuclear installation' is defined as:

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

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

'Nuclear reactor' is defined as:

Any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Riot and Civil Commotion

Any consequence of riot or civil commotion occurring in Northern Ireland.

Sonic Bangs

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

Contractual Liability

Any liability accepted by **you** under an agreement or contract, unless **you** would have been liable anyway.

In the event of a claim please refer to your certificate for your CLAIMLINE telephone number

Our complaints procedure

Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance

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

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

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

Broker Direct Plc
Deakins Park
Egerton
Bolton
BL7 9RW

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

Many complaints can be resolved within a few days of receipt

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

Next steps if you are still unhappy

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

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

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

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.

The Financial Services Compensation Scheme (FSCS)

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



Broker Direct Plc

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

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

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

Underwritten and administered by Zurich Insurance plc

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

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

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

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

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

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

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