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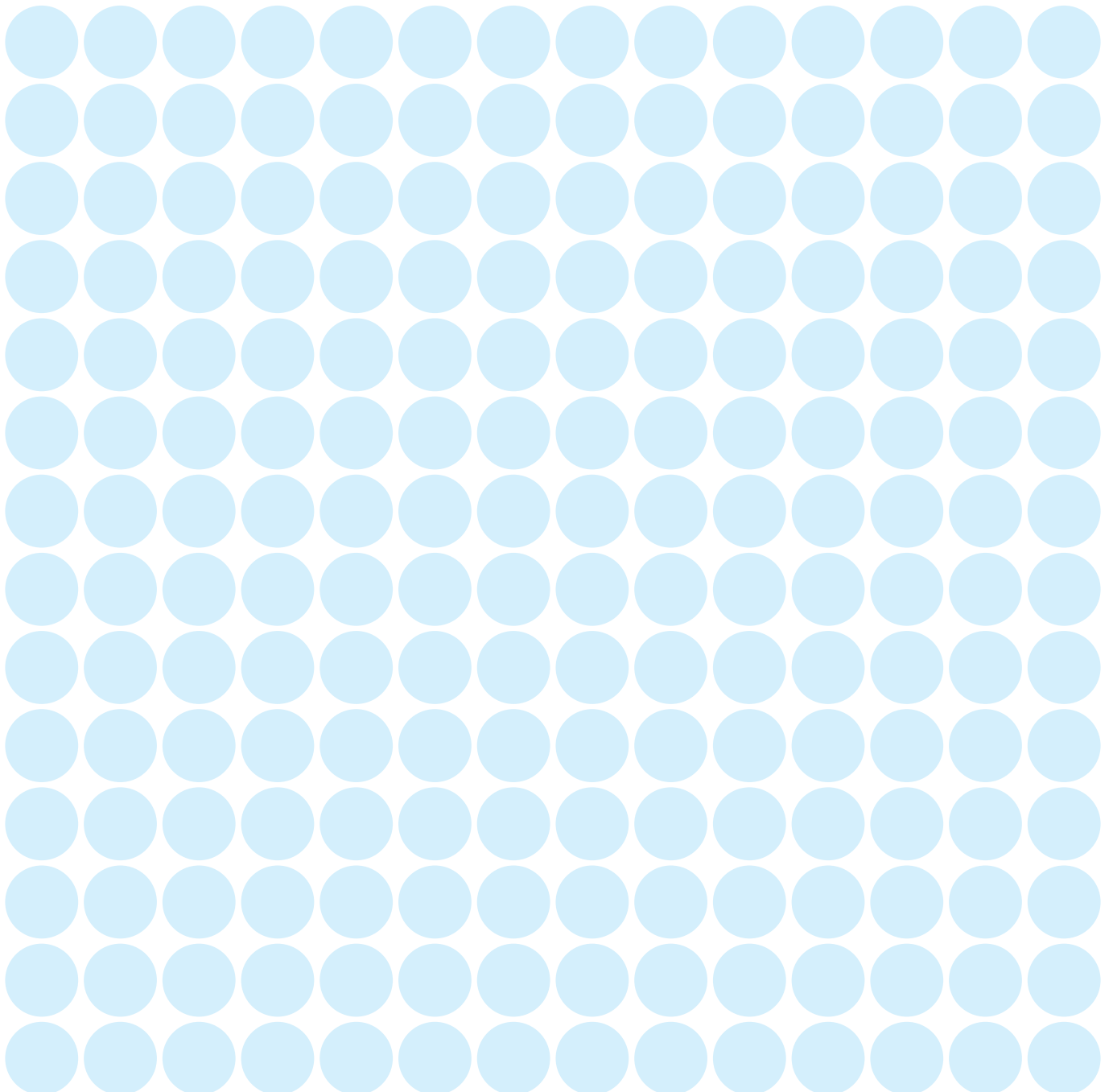
Zurich HelpPoint®



ZURICH®

Goods Carrying Commercial Vehicle

Policy document



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A warm welcome to Zurich

Thank *you* for taking out *your* Goods Carrying Commercial Vehicle insurance policy with *us* and welcome to Zurich.

Zurich Insurance plc is a member of the insurance-based financial services provider Zurich Financial Services Group (Zurich). Zurich has a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 60,000 people serving customers in more than 170 countries.

At Zurich *we* have *your* future in mind and look forward to working closely with *you*.

www.zurich.co.uk



Your Goods Carrying Commercial Vehicle policy

This policy is a contract between *you* and *us*. *You* have made to *us* a proposal which is the basis of and forms part of the contract.

The policy, schedule, any endorsements and *certificate* should be read as if they were one document.

We will insure *you* under those sections shown in the schedule during any period of insurance for which *we* have accepted *your* premium provided all the terms and conditions of the policy are complied with.

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 the contract

UK law allows both *you* and *us* to choose the law applicable to the contract. The 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 as shown in the schedule. If there is any dispute as to which law applies it shall be English law.

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

For and on behalf of Zurich Insurance plc.

Stephen Lewis

Chief Executive Officer of Zurich Insurance plc, UK Branch.

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

Please read the policy, insurance agreement and schedule carefully.

If they do not meet *your* needs return them to *us* or *your* broker or agent.

How we will use your data

We hold *your* personal data in accordance with the Data Protection Act 1998. The information supplied to *us* by *you* may be held on computer and passed to other insurers for underwriting and claims purposes. *You* should show this to anyone whose personal data may be processed to administer this policy.

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 and/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 and or other services aimed at reducing the level and incidence of uninsured driving.

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

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

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

Policy Administration

In order to administer *your* insurance policy and any claims made under this policy we may share personal data provided to *us* with other companies within the Zurich Financial Services Group and with business partners including Companies inside and outside the European Economic Area. If we do transfer *your* personal data including where we propose a change of underwriter we make sure that it is appropriately protected.

Claims History

Under the conditions of this policy *you* must tell *us* about any incident or circumstance that might give rise to a claim that would be covered under this policy, whether or not it is *your* intention to claim. When *you* tell *us* about an incident or circumstance we will pass information relating to it to the relevant database. We may search these databases when *you* apply for insurance, in the event of any incident, circumstance or claim 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.

Fraud Prevention and Detection

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

- a) share information about *you* with other organisations including the police
- b) undertake credit searches
- c) check and share *your* details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related or other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

Please contact *us* if *you* want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Definitions

Certain words in this policy have special meanings. These meanings are given below or defined at the beginning of the appropriate section and apply wherever the words appear in *italics*.

Accessories

- a) Parts or products specifically designed to be fitted to or used with the *vehicle* including spare parts
- b) entertainment systems, communication, navigation or other electronic equipment only if permanently fitted to the *vehicle*,

excluding electronic equipment temporarily sited in and removable from the *vehicle* being powered from a cigarette lighter / accessory socket.

Business Partner

Any person in business with *you* under the terms of a partnership agreement whether express or implied under legislation.

Car

Any private car, estate car, utility car or *minibus*.

Certificate

The current certificate of motor insurance issued by *us*.

Commercial Vehicle

Any motor vehicle other than a *car*, motorcycle, motorcycle and sidecar or moped.

Driver

Any person driving the *vehicle* and entitled to do so by the terms of the *certificate*.

Insured Person

- a) *you*
- b) the *driver*
- c) at *your* request,
 - i) any of *your* principals, directors, *business partners* or employees
 - ii) any *passenger*
- d) any person who with *your* permission is using but not driving the *vehicle* for social domestic and pleasure purposes provided always that such use is permitted by the terms of the *certificate*
- e) the employer or partner of any person whose business use is permitted by the terms of the *certificate*.

Licence

A licence to drive a motor vehicle of the same class as the *vehicle*.

Minibus

A motor vehicle with between 9 and 16 (inclusive) *passenger* seats.

Nuclear Installation

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

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

Nuclear Reactor

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

Passenger

Any person other than the *driver* travelling in or on or getting into or out of the *vehicle* or any *trailer* or disabled mechanically propelled vehicle attached to the *vehicle*.

Pollution or Contamination

All pollution or contamination of buildings or other structures or of water or land or the atmosphere.

Road

Anywhere within the *territorial limits* where compulsory motor insurance legislation is operative.

Semi Trailer

Any *trailer* so constructed that when attached to its tractor unit it is partially superimposed thereon.

Territorial Limits

- a) Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
- b) any other member country of the European Union
- c) those associated countries stated in the schedule
- d) in any other country but only during any period for which *you* have requested and we have agreed to extend cover for the use of a *vehicle* in that country

and during transit (including the process of loading and unloading) by a recognised sea route not normally exceeding 65 hours between ports within any country where cover is provided.

Terrorism

The use or threat of action where:

- 1 the action:
 - a) involves serious violence against the person
 - b) involves serious damage to property
 - c) endangers a person's life, other than that of a person committing the act
 - d) creates a serious risk to health and safety of the public or a section of the public
 - e) is designed to seriously interfere with or to seriously disrupt an electronic system; and
- 2 the use or threat is designed to influence the Government or to intimidate the public or a section of the public; and
- 3 the use or threat is made for the purpose of advancing a political, religious or other ideological cause.

Trailer

Any trailer which is *your* property or for which *you* are legally responsible. *Trailer* does not include a disabled mechanically propelled vehicle.

Vehicle

Any vehicle which is insured under this policy and described in the *certificate*.

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

We, Us or Our

Zurich Insurance plc. (This meaning does not apply to section 12).

You or Your

The person, people or the company shown in the schedule as the insured.

Extent of Cover

Cover only applies within the *territorial limits*.

The extent of cover applicable is as stated in the schedule or any relevant endorsement and the following meanings apply to words or expressions used.

Comprehensive

The full insurance as written in this policy.

Third Party Fire and Theft

Section 2 does not apply except for loss of or damage to the *vehicle* by:

- a) fire, lightning, self ignition or explosion
- b) theft or attempted theft.

Section 3 does not apply.

Third Party Only

Sections 2 and 3 do not apply.

Excesses

When cover is applicable *you* will be liable to pay or refund to *us* excesses in the amounts which are stated in the schedule and which apply in respect of claims and expenses as follows.

Accidental Damage

All claims and expenses under section 2 other than claims in respect of:

- a) breakage of glass in the windscreen, windows or sunroof of the *vehicle* or the scratching of bodywork caused by such breakage
- b) loss of or damage to the vehicle by:
 - i) fire, lightning, self ignition or explosion
 - ii) theft or attempted theft.

Fire or Theft

All claims and expenses under section 2 in respect of loss of or damage to the *vehicle* by

- i) fire, lightning, self ignition or explosion
- ii) theft or attempted theft.

Glass

All claims and expenses under section 2 in respect of breakage of glass in the windscreen, windows or sunroof of the *vehicle* or the scratching of bodywork caused by such breakage.

Section 1 – liability to third parties

The cover

In respect of legal liability for death of or bodily injury to any person and damage to property we will indemnify:

1 Third Party Indemnity

the *insured person* when liability is caused by or arises out of the use of or in connection with the loading or unloading of the *vehicle*.

2 Third Party Contingency Cover

you alone when liability is caused by or arises out of the use of or in connection with any motor vehicle whilst being used in connection with *your* business.

Provided always that:

- a) such vehicle is not *your* property or held by *you* under a hire purchase agreement or hired by or leased to *you*
- b) *you* have taken all reasonable steps to ensure that there is in force in respect of such vehicle an insurance that is valid for such use
- c) if any claim covered by this sub-section is also covered by any other insurance then notwithstanding general condition 4 we will not be liable to make any contribution to such claim
- d) motor vehicle does not include any vehicle registered outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

Third Party Indemnity Limit

Provided always that the indemnity under sub sections 1 and 2 above in respect of

- a) any claim arising directly or indirectly from *terrorism* or
- b) damage to property caused by any *commercial vehicle*

shall be limited to £5,000,000 (inclusive of legal costs and expenses) or such greater sum as may be required by the compulsory motor insurance legislation in the country in which the insured event occurs in respect of any one accident or a series of accidents arising out of one event.

3 Indemnity to Personal Representatives

Following the death of any person entitled to indemnity we will in respect of the liability incurred indemnify such person's personal representatives.

4 Legal Costs

We will pay costs incurred with *our* written consent for:

- a) representation at any court of summary jurisdiction or at any coroner's inquest or fatal inquiry
- b) defending a charge of manslaughter, causing death by dangerous driving, causing death by careless driving or any equivalent local charge within the *territorial limits*
- c) all other costs and expenses incurred

in respect of any event which may be the subject of indemnity under this section.

Exclusions

This section does not cover:

1 Unlicensed Drivers

any claim if to the knowledge of the *insured person* the *driver* does not hold a *licence* unless the *driver* has held and is not disqualified from holding or obtaining such a *licence*

2 Other Insurances

any person other than *you* if that person is entitled to indemnity under any other insurance

3 Loss or Damage

- a) loss of or damage to property belonging to or in the custody or control of the *insured person*
- b) damage to premises or to the fixtures and fittings therein which are not *your* property and/or are occupied by *you* under a lease or rental agreement if such damage is also covered by any other insurance
- c) loss of or damage to property in or on the *vehicle*
- d) loss of or damage to the *vehicle*

4 Employers' Liability

death of or bodily injury to any person arising out of or in the course of that person's employment by the person claiming indemnity if insurance cover in respect of liability for such death or bodily injury is provided as a requirement of any compulsory employers' liability legislation within the *territorial limits*

5 Loading or Unloading

death of or bodily injury to any person or damage to property caused or occurring beyond the limits of any *road* in connection with:

- a) the bringing of the load to any *commercial vehicle* for loading thereon
- b) the taking away of the load from any *commercial vehicle* after unloading therefrom by any person other than the *driver* or attendant of such *vehicle*

6 Airside

any legal liability directly or indirectly caused by or contributed to by or arising from the *vehicle* whilst in or on that part of any aerodrome, airfield, airport or military installation provided for:

- a) the takeoff or landing of aircraft or aerial devices or for the movement of aircraft or aerial devices on the ground
- b) aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars.

7 Pollution or Contamination

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

All *pollution or contamination* which arises out of one incident will be deemed to have occurred at the time such incident took place.

8 Wrongful Delivery

death of or bodily injury to any person or damage to property directly or indirectly caused by:

- a) delivery of a load where such delivery was not authorised, not ordered or unlawful
- b) delivery whether correctly or incorrectly carried out to *your* customer of goods which do not conform strictly to the specification of or the order for the goods made by such customer

9 Defective Goods or Treatment

death of or bodily injury to any person or damage to property directly or indirectly attributed to:

- a) any defects in or the action of any commodities or goods or anything including packaging containers and labels transported by or disposed of from the *vehicle* or any vehicle not *your* property or provided by *you*
- b) treatment given or services provided at or from the *vehicle* or any other vehicle.

Exclusion 1 will not apply when the *vehicle* is driven under the terms of section 6.

Exclusions 6, 7, 8 and 9 will not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the *territorial limits*.

Section 2 – loss of or damage to the vehicle

The cover

1 We will indemnify *you* against loss of or damage to the *vehicle* and *accessories* on the *vehicle* provided always that

- a) any loss or damage caused by theft or attempted theft is reported to the police
- b) this indemnity will not exceed the market value of the *vehicle* immediately before such loss or damage
- c) if any payment is made on the basis of actual or constructive total loss of the *vehicle* then we will become entitled to possession and ownership of the *vehicle* or its remains.

2 Hire Purchase and Leasing Agreements

If to *our* knowledge the *vehicle* is the subject of a hire purchase or leasing agreement any payment for loss of or damage to the *vehicle* which is not made good by repair or replacement may at *our* discretion be made to the owner whose receipt will be of full discharge of *our* liability.

3 Repairs

You may authorise reasonable and necessary repairs without previously obtaining *our* consent, provided always that notification in accordance with general condition 2 is given to *us* without delay and a detailed estimate of the costs of repairs sent to *us* as soon as possible.

4 Recovery and Re-delivery

We will indemnify *you* for the reasonable cost of removing the *vehicle* from the place where damage occurred to the premises of the nearest competent repairer and re-delivery to *you* in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands after repair.

5 Theft of Keys

If the keys or any other removable ignition device or lock transmitter for a *vehicle* are stolen by forcible and violent means or robbery we will at *your* request pay up to a maximum of £500 in respect of any one occurrence for each *vehicle* to replace:

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

provided always that:

- i) such loss is reported to the police
- ii) any other interested party known to *us* consents
- iii) this indemnity will not exceed the market value of the *vehicle* immediately before such loss
- iv) we will not be liable for the cost of replacing any alarms or security devices fitted to the vehicle.

Exclusions

This section does not cover:

1 Wear and Tear, Depreciation, Loss of Use, Breakdown or Damage to Tyres

- a) wear and tear
- b) depreciation
- c) loss of use
- d) mechanical, electrical, electronic or computer breakage, failure or breakdown
- e) damage to tyres caused by braking or by cuts, punctures or bursts

2 Sonic Bangs

loss of or damage to the *vehicle* caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds

3 Diminution in Value

any diminution in the value of the *vehicle*

4 Theft when Keys Used

loss or damage caused by theft or attempted theft while the ignition keys or any other removable ignition device of the *vehicle* have been left in or on such *vehicle*

5 Deception

loss or damage caused by deception

Section 3 – medical expenses

The cover

We will pay *you* medical expenses incurred by the *driver* or any other person travelling in or on any *vehicle* following injury caused by violent, accidental, external and visible means in direct connection with such *vehicle*.

Our liability under this section is limited to £150 in respect of each person injured.

Section 4 – territorial limits and foreign travel

The cover

1 This policy applies in respect of accidents occurring within the *territorial limits*.

Provided always that in respect of *commercial vehicles* with a gross vehicle weight of over 7 tonnes, unless *you* have requested and *we* have agreed to extend cover, the cover under b), c) and d) of the *territorial limits* will be that necessary to satisfy the requirements of the compulsory motor insurance legislation applicable in relation to the use of the *vehicle*. For this purpose any exclusions, limitations and conditions of this policy incompatible with those requirements shall be ignored.

2 Customs Duty

We will indemnify *you* against liability for the enforced payment of customs duty where such liability arises directly from loss or damage covered by this policy.

3 Other Charges

We will indemnify *you* against general average contribution and salvage sue and labour charges incurred during the transportation of the *vehicle* by sea.

Provided always that:

- a) such *vehicle* is covered against loss or damage by this policy
- b) the contribution relates to the value of such *vehicle*.

Section 5 – unauthorised use

The Cover

We will indemnify *you* while the *vehicle* is being used or driven by any person without *your* knowledge or consent for any purpose not permitted.

Provided always that *you* shall take all reasonable precautions to ensure that all persons who may use or drive a *vehicle* are made aware of the permitted purposes of use as defined in this policy.

Section 6 – unlicensed drivers

The cover

The requirement of the *certificate* that the *driver* must hold a *licence* or have held and not been disqualified from holding or obtaining such a *licence* will not apply in circumstances where a *licence* to drive is not required by law.

Provided always that the terms of the *certificate* will otherwise apply.

Section 7 – trailers

The cover

- 1 This policy applies:
 - a) to any *trailer* or *semi trailer* (other than a disabled mechanically propelled vehicle) while attached to the *vehicle*
 - b) to a *vehicle's* one *semi trailer* while detached from the tractor unit.
- 2 Section 1 applies to any disabled mechanically propelled vehicle while attached to a *vehicle*.
- 3 Any additional *trailer* or *semi trailer* will be insured to the same extent as the *vehicle* while detached therefrom provided:
 - a) such *trailer* or *semi trailer* has been declared to *us* and
 - b) *you* have paid or agreed to pay the appropriate additional premium.

Exclusions

This section does not cover:

- 1 any *trailer*, *semi trailer* or disabled mechanically propelled vehicle being towed otherwise than in accordance with the law
- 2 loss of or damage to property being carried in or on any *trailer*, *semi trailer* or disabled mechanically propelled vehicle
- 3 loss of or damage to the towed disabled mechanically propelled vehicle
- 4 any *trailer* or *semi trailer* attached to a vehicle other than the *vehicle*
- 5 any *trailer* or *semi trailer* in *your* custody or control which is not owned or held under a hire purchase agreement by *you*, when detached from the *vehicle* or tractor unit, unless such *trailer* or *semi trailer*
 - a) is on premises owned or occupied by *you* or secured in a locked garage or compound, or
 - b) remains in close proximity to the *vehicle* or tractor unit
- 6 loss or damage in excess of the market value of the *trailer* or *semi trailer* immediately before such loss or damage.

Section 8 – service and repair

The cover

We will indemnify *you* when the *vehicle* is in the custody or control of a member of the motor trade for service or repair.

Section 9 – no claim discount

- 1 If no claim arises under this policy during any period of insurance the next renewal premium will be reduced in accordance with *our* scale of no claim discount applicable at the time of such renewal.
- 2 No claim discount to which *you* are entitled will not be disallowed solely because of a claim by *you* under:
 - a) section 2 for breakage of glass in the windscreen windows or sunroof of the *vehicle* or the scratching of bodywork resulting solely and directly from such breakage
 - b) sub section 5 of section 2 for theft of keys
 - c) sub section 3 of section 7 in respect of loss of or damage to any *trailer* or *semi trailer* which has been declared to *us* and is detached from the *vehicle*.
- 3 If more than one *vehicle* is covered under this policy this section will be applied as if a separate policy has been issued for each *vehicle*.

Section 10 – rebate for laying up

When we have been advised that the *vehicle* is to be laid up and out of use, other than as a result of loss or damage covered by this policy, this policy, other than section 2, will be suspended from the date of receipt by *us* of the current *certificate*. We will allow an appropriate return of premium at the end of the period of suspension.

Section 11 – principal's clause

In the event of any claim in respect of which *you* would be entitled to receive indemnity under section 1 being brought or made against any public or local authority or other principal we will indemnify the said public or local authority or other principal against such claim and/or any costs charges and expenses in respect thereof.

Provided always that we have the sole conduct and control of all claims.

Section 12 – uninsured loss recovery service and motor prosecution defence

We agree to cover *you* under the terms and conditions of this section provided always that:

- a) the premium has been paid
- b) the event giving rise to the claim happened within the *territorial limit* and within the *period of insurance* and
- c) the claim will be decided by the court within the *territorial limit*.

Definitions

Certain words in this section have special meanings. These meanings are given below and apply wherever the words appear in *italics* throughout this section.

We, Us, Our

Lawclub Legal Protection, part of Allianz Cornhill Insurance plc.

The uninsured loss recovery service and motor prosecution defence cover is underwritten and administered by Lawclub Legal Protection, part of Allianz Cornhill Insurance plc.

You, Your

- a) The person or organisation named in the schedule and any partners, directors and employees; and
- b) Any person authorised by *you* to drive or be a passenger in or on an *insured vehicle*.

Insured Vehicle

The motor vehicles shown in the schedule which *you* own or are legally responsible for. This also includes any caravan or trailer attached to *your* motor vehicle.

Legal Representative

The solicitor or other person appointed with *our* agreement under this section to represent *you*.

Costs

Under this section we will pay the following on *your* behalf.

- a) The professional fees and expenses reasonably and properly charged by the *legal representative*, up to the standard rates set by the courts which *you* cannot recover from *your* opponent.
- b) *Your* opponent's costs which *you* are ordered to pay by a court or tribunal.

We will only pay costs which we consider are necessary and in proportion to the value of *your* claim.

We will only start to cover costs from the time we have accepted the claim and appointed the *legal representative*.

The most we will pay for all claims arising from one event is £100,000.

Territorial Limit

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, Andorra, Austria, Belgium, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, the Netherlands, Norway, Poland, Portugal, the Republic of Ireland, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland and Turkey.

Period of Insurance

The period shown in the schedule.

The Cover

1 Accident Loss Recovery and Injury

We will pay the costs of *you* taking legal action as a result of any road accident which causes the following:

- a) *your* death or bodily injury while *you* are in or getting into or out of the *insured vehicle*
- b) damage to the *insured vehicle*
- c) damage to property which *you* own or are legally responsible for and which is in or on the *insured vehicle*.

Provided always that:

- i) the claim is not covered under any other insurance policy and
- ii) there is a reasonable chance of recovering damages.

Exclusions to Cover 1 Accident Loss Recovery and Injury

We will not provide cover for:

- 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.

2 Motor Prosecution Defence

We will pay the costs of defending *your* legal rights after any event which results in the following:

- a) criminal proceedings being brought against *you* for an offence relating to *you* owning or using an *insured vehicle*
- b) a hearing about withdrawing, restricting or suspending the *insured person's licence* (other than a hearing arising due to a commercial decision made by *you*)

Provided always that the alleged criminal act happened within the *period of insurance*.

Exclusions to Cover 2 Motor Prosecution Defence

We will not provide cover for:

- 1 driving while under the influence of drink or drugs
- 2 driving without insurance
- 3 parking offences for which *you* do not get points on *your* licence
- 4 any offence which would be covered under any other section of this policy.

Exclusions to the whole of section 12

We will not provide cover for:

- 1 any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise interpret or deal with any date change
- 2 any fines or penalties
- 3 any application for a judicial review
- 4 the *insured vehicle* being used for racing rallies or competitions
- 5 disputes between *you* and *us*
- 6 *costs* we have not agreed to in writing
- 7 any *costs* covered by another insurance policy
- 8 *costs* *you* have paid directly to the *legal representative* or any other person without *our* permission
- 9 any VAT which *you* can recover from elsewhere
- 10 claims directly or indirectly caused by contributed to or arising from
 - a) ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel or
 - b) the radioactive toxic explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment
- 11 claims arising from war, invasion, riot, revolution or a similar event
- 12 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 claim or dispute
- 13 any claim while:
 - a) *you* are insolvent (or have committed an act of insolvency)
 - b) *you* have made an arrangement with people *you* owe money to
 - c) *you* have entered into a deed or arrangement
 - d) *you* are in liquidation
 - e) part or all of *your* affairs assets or property are in the care or control of a receiver or liquidator or
 - f) there is an administration order over *your* affairs assets or property.

Conditions of section 12

If *you* do not keep to the conditions we will have the right to refuse any claim and withdraw from any current claims.

1 **You must:**

- 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) not appoint a *legal representative*
- d) follow the *legal representative's* advice and provide any information he or she asks for
- e) take every step to recover *costs* and pay them to *us*
- f) get *our* written permission before making an appeal
- g) make sure the *legal representative* keeps to condition 2 below.

2 The 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 getting any other remedy
- c) tell *us* immediately if the other party makes a payment into 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 the *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 and reports
- f) end *your* claim if during the course of the claim *we* think there is no longer a reasonable chance of success. If *you* continue the claim and get a better settlement than *we* expected, *we* will pay *your* reasonable costs
- g) at the end of the claim settle the costs covered by this section of *your* policy
- h) end *your* claim and recover any costs from *you* that *we* have paid if:
 - the *legal representative* reasonably refuses to go on acting for *you* because of any unreasonable act of 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.

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 or defended, *we* will choose the *legal representative*. *You* can only choose the *legal representative* if *we* agree that legal proceedings need to be issued or defended, or if a conflict of interest arises which means that the *legal representative* cannot act for *you*. *You* must send his or her name and address to *us*. If *we* agree to appoint a *legal representative* that *you* choose, he or she will be appointed on the same terms as *we* would have appointed *our* chosen *legal representative*. *We* may decide not to accept *your* choice of *legal representative*. If *we* do not agree with *your* choice, 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 costs 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 costs involved. If the decision is not clearly against either *you* or *us* the arbitrator will decide how *you* and *we* will share the costs.

7 Cancellation Rights

Section 12 – uninsured loss recovery and motor prosecution defence cannot be cancelled in isolation. Please refer to the policy cancellation condition in section 14.

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.

How to claim under this section

If *you* need to claim for accident, loss recovery and injury call Zurich Commercial Claims Centre on **08453 002 055** and quote *your* policy number which is shown on *your* policy schedule.

To claim for motor prosecution defence call **Lawphone** on **0870 241 4140** (or **0141 221 8878** in **Scotland**) and state that *you* are a Zurich Goods Carrying Commercial Vehicle policyholder, quoting reference **34752**. *You* will be asked for a brief summary of the problem and these details will be passed on to an adviser who will call *you* back. *We* will send *you* a claim form. Fill in the claim form and send it to:

The Claims Department
Lawclub Legal Protection
Redwood House
Brotherswood Court
Great Park Road
Bradley Stoke
Bristol
BS32 4QW
United Kingdom.

We will contact *you* once *we* have received the claim form. *You* must not appoint a solicitor yourself.

If *you* have already seen a solicitor before *we* have accepted *your* claim, *we* will not pay any fees or other expenses that *you* have incurred. If *your* claim is covered, *we* will appoint the *legal representative* that *we* have agreed to in *your* name and on *your* behalf subject to the terms and conditions of this section. *We* will only start to cover the costs from the time *we* have accepted the claim and appointed the *legal representative*.

Lawphone

You also have access to **Lawphone**. This helpline provides advice on any of *your* company's legal matters 24 hours a day, 365 days a year. The advice *you* get from Lawphone will always be according to the laws of Great Britain and Northern Ireland. *We* may record the calls to protect *you*.

Call Lawphone on: 0870 241 4140 (in Scotland call: 0141 221 8878)

When *you* call **Lawphone** *you* will be asked for a brief summary of the problem. These details will be passed to an adviser who will return *your* call.

Complaints procedure under this section

Our aim is to get it right, first time, every time. If *we* make a mistake, *we* will try to put it right promptly.

We will always confirm to *you* the receipt of *your* complaint within five working days and do *our* best to resolve the problem within four weeks. If *we* cannot, *we* will let *you* know when an answer may be expected.

If *we* have not sorted out the situation within eight weeks *we* will provide information about the Financial Ombudsman Service.

Please contact the Customer Satisfaction Manager at *our* address.

Our address is:

Lawclub Legal Protection
Redwood House
Brotherswood Court
Great Park Road
Bradley Stoke
Bristol
BS32 4QW
United Kingdom.
Phone: 0845 0700 886

Using *our* complaints procedure or referral to the Financial Ombudsman Service does not affect *your* legal rights.

Allianz Insurance plc.

Registered in England number 84638. Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.

Allianz Insurance plc is authorised and regulated by the Financial Services Authority, registration number 121849 and this can be checked by visiting the FSA website at www.fsa.gov.uk/register or contact the FSA on 0845 606 1234.

Allianz Insurance plc is a member of the Financial Ombudsman Service and the Association of British Insurers.

Section 13 – general exclusions

This policy does not cover:

1 Unauthorised Use

any claim while the *vehicle* is with *your* general consent being:

- a) used for any purpose not permitted by the *certificate*
- b) driven by any person not authorised by the *certificate*.

This exclusion shall not apply to claims under section 8

2 Unlicensed Drivers

any claim while the *vehicle* is being driven:

- a) by *you* unless *you* hold a *licence* or have held and are not disqualified from holding or obtaining such a *licence*
- b) with *your* general consent by any person who *you* know does not hold a *licence* unless such person has held and is not disqualified from holding or obtaining such a *licence*.

This exclusion shall not apply to claims under section 6

3 Contractual Liability or Liquidated Damages

any liability assumed by *you* by agreement which would not have attached in the absence of such agreement and any indemnity in respect of liquidated damages or under any penalty clause

4 Nuclear and War Risks and Government or Public Authority Order

death, injury, disablement or loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any *nuclear installation, nuclear reactor* or other nuclear assembly or nuclear component thereof
- iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion iv) 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
- v) except so far as is necessary to meet the requirements of the compulsory motor insurance legislation in the country in which the insured event occurs:
 - 1) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
 - 2) nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority

5 Earthquake or Riot

any accident, death, bodily injury or damage to property except under section 1 arising during or in consequence of:

- a) earthquake occurring outside Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or any other member of the European Union
- b) riot or civil commotion occurring
 - i) in Northern Ireland
 - ii) outside Great Britain, the Isle of Man, the Channel Islands or any other member of the European Union

6 Lessor Negligence

the owner of a *vehicle* leased to *you* where liability is caused by the negligence of such owner or the servants or agents of such owner.

Section 14 – general conditions

1 Replacement / Additional Vehicles

No cover applies under this policy for additional or replacement vehicles until we have been notified of such additional or replacement vehicle and a *certificate* has been received by you.

2 Accidents

Details of any event which might result in a claim under this policy and all subsequent developments must be reported to us as soon as possible. Notice of any prosecution inquest or fatal inquiry and every letter, claim, writ or summons must be sent to us on receipt.

3 Claims Procedure

Except with our written consent no person shall make any admission of liability, offer, repudiation or promise of payment on your behalf or any person claiming indemnity under this policy.

We will be entitled to take over and conduct in your name, or that of any person entitled to indemnity under this policy, the defence or settlement of any claim or to bring any claim in the name of such person. We or a solicitor appointed by us will have full discretion in the conduct of any proceedings and in the settlement of any claim and will be given all such information and assistance as they may require.

4 Other Insurances

If any other insurance covers the same damage, loss or liability we will not be liable to pay more than our rateable proportion.

Provided always that nothing in this condition will impose on us any liability from which we would have been relieved by sub-section 2 of section 1 or exclusions 2 and 3 b) to section 1.

5 Vehicle Maintenance

You will at all times maintain the *vehicle* in an efficient and roadworthy condition.

6 Vehicle Security

You will take all reasonable steps to safeguard the *vehicle* from loss or damage.

7 Cancellation

This policy may be cancelled:

- a) should you decide you do not want to accept this policy or any subsequent renewal of it by returning the appropriate *certificate* to us or your insurance intermediary within 14 days of receipt. We may, at our discretion, make a charge for the time you have been on cover.
- b) by returning the appropriate *certificate* to us. A pro rata refund of premium will be allowed except if cancellation is during the first year of insurance when any refund will be calculated using our current short period rates. No refund of premium will be allowed if a claim has been made during the current period of insurance or if you pay the premium using our Direct Debit instalment scheme.
- c) by us sending seven days notice by recorded delivery to your last known address and in the case of Northern Ireland to the Department of Environment Northern Ireland and we will allow to you a pro rata refund of premium in respect of the unexpired term.
- d) immediately subject to the requirements of the Consumer Credit Act 1974 if applicable if you have applied to pay the premium using our Direct Debit instalment scheme and an instalment is not received by the due date. In these circumstances your credit agreement will also be cancelled immediately.

8 Arbitration

If any difference arises as to the amount to be paid under this policy liability being otherwise admitted such difference will be referred to an arbitrator to be appointed by the parties in accordance with current statutory provisions. Where any difference is by this condition to be referred to arbitration the making of an award will be a condition precedent to any right of action against *us*.

9 Property Damage Claims

In connection with any one claim or series of claims arising out of any one event in respect of damage to property *we* may at any time pay *you* the amount of the indemnity provided by this policy after deduction of any sum already paid as compensation or any less amount for which such claim may be settled and from the date such payment is made *we* will relinquish control of the negotiations and legal proceedings in connection with such claim. From the date of such payment *we* will be under no further liability in connection with such claim other than for costs and expenses incurred with *our* written consent prior to the date of such payment.

10 Joint Insured

If *you* comprises more than one party *we* will indemnify each party as though a separate policy had been issued to each of them.

Provided always that the total amount of indemnity to all such parties will not exceed the limit of indemnity stated in this policy.

11 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 person* will be conditions precedent to any liability of *us* to make any payment under this policy. Upon proof of breach of this condition *we* will be entitled to recover from the *insured person* all sums paid by *us* including those for which *we* would not have been liable but for the provisions of any compulsory motor insurance legislation operative within the *territorial limits*.

12 Contractual Right of Renewal (Tacit)

If *you* pay the premium to *us* using *our* Direct Debit instalment scheme, *we* will have the right which *we* may choose not to exercise to renew this policy each year and continue to collect premiums using this method. *We* may vary the terms of this policy including the premium at renewal. If *you* decide that *you* do not want *us* to renew this policy, provided *you* tell *us* (or *your* insurance intermediary) before the next renewal date, *we* will not renew it.

13 Isle of Man Law

Where this policy has been entered into in the Isle of Man it is subject to the laws of such Isle and in respect of occurrences in such Isle may (subject to any provision for arbitration contained in this policy) be enforced by proceedings taken in the courts of such Isle. In the event of arbitration under this policy in respect of any occurrence in the Isle of Man such arbitration will be held in such Isle.

Our complaints procedure

We value the opportunity to investigate any concerns *you* may have about any aspect of *our* service and are committed to handling all complaints fairly, thoroughly and promptly.

Who to contact in the first instance

Many concerns can be resolved straight away therefore in the first instance please get in touch with *your* usual contact as they will generally be able to provide *you* with an immediate response to *your* satisfaction.

Contact details will be provided on correspondence that *we* or *our* representatives have sent *you*.

If *we* cannot resolve *your* complaint straight away *we* will aim to resolve *your* concerns as soon as possible and *we* will keep *you* informed of progress while *our* enquiries are continuing.

The majority of complaints *we* receive are resolved within 4 weeks of receipt.

Next steps if you are not happy with the response provided

We are dedicated to *our* customers and seek to do what is right however sometimes *we* may not be able to reach an agreement with *you*. If this is the case and *you* remain dissatisfied once *you* have received *our* response to *your* complaint *we* will refer *your* complaint to *our* Customer Relations Team for a separate review.

The Customer Relations Team will contact *you* to let *you* know they have received *your* complaint and when their review is complete they will provide *you* with a final response on *our* behalf.

The Financial Ombudsman Service (FOS)

If *we* are unable to resolve *your* complaint to *your* satisfaction within 8 weeks or if *you* remain dissatisfied following receipt of *our* final response letter *you* can ask the FOS to formally review *your* case. *You* must contact the FOS within 6 months of *our* final response.

The FOS contact details are as follows:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

You can telephone for free on:

0800 234 567 for people phoning from a "fixed line" (for example, a landline at home)

0300 123 9 123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

Or e-mail: complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and will not affect *your* legal rights.

The FOS can help with most complaints if *you* are:

- a consumer
- a business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed €2 million
- a charity with an annual income of less than £1 million
- a trustee of a trust with a net asset value of less than £1 million.

If *you* are unsure whether the FOS will consider *your* complaint please contact them directly for further information.

You are entitled to contact the FOS at any stage of *your* complaint.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation should *we* be unable to meet *our* obligations. Further information is available on www.fscs.org.uk or *you* may contact the FSCS on 0800 678 1100.

Following this complaints procedure does not affect *your* legal rights.



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The uninsured loss recovery service and motor prosecution defence cover is underwritten and administered by Lawclub Legal Protection, part of Allianz Cornhill Insurance plc.

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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 subject to limited regulation by the Financial Services Authority. Details about the extent of our regulation by the Financial Services Authority are available from us on request. FSA registration number 203093. These details can be checked on the FSA's register by visiting their website www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

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

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