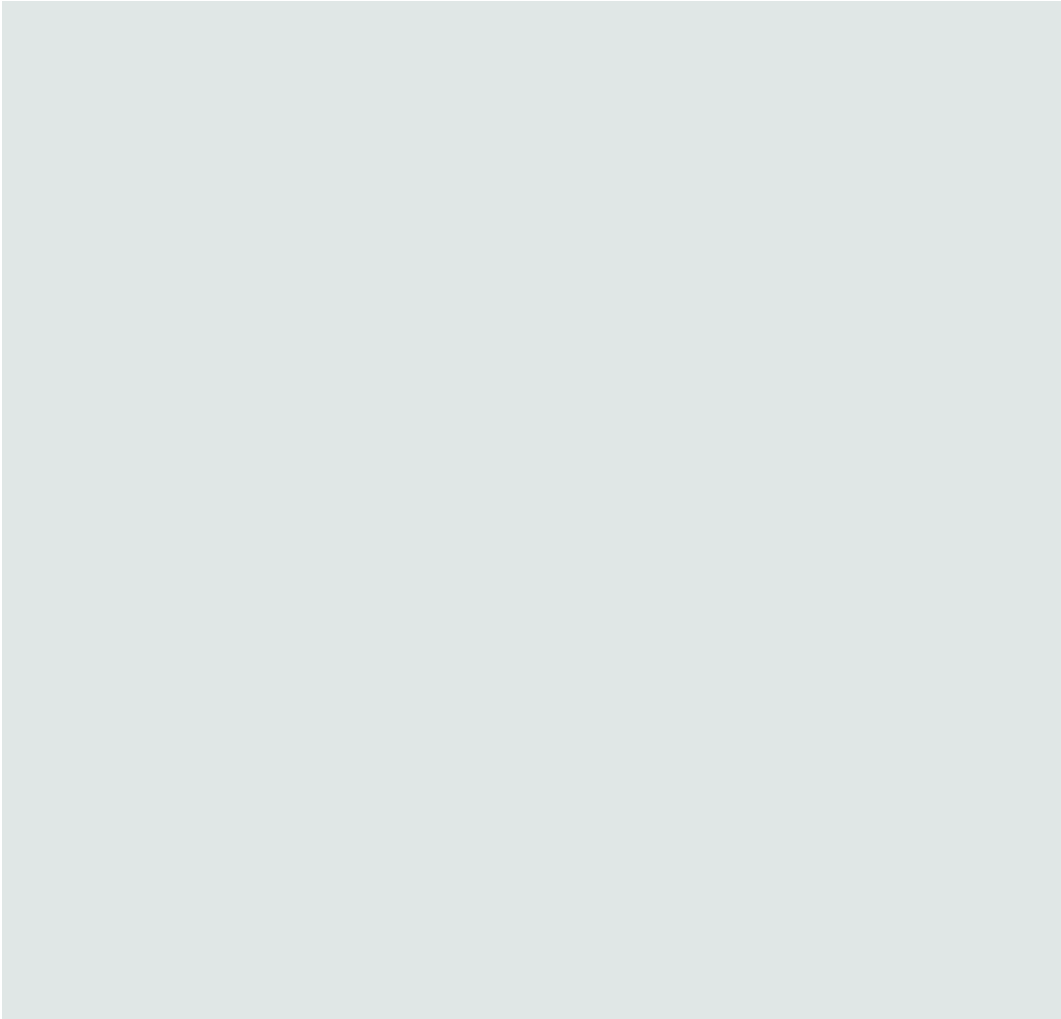


Commercial Vehicle Telematics

Policy document



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A warm welcome to Zurich

Thank **you** for taking out **your** Commercial Vehicle policy with **us** and welcome to Zurich Insurance plc.

Zurich Insurance plc is a member of a group of companies of which the ultimate parent company is Zurich Insurance Group Ltd, a company registered in Switzerland (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 Commercial Vehicle policy

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

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

We will insure **you** under those parts stated in the schedule during any period of insurance for which **we** have accepted **your** premium provided always that all the terms and conditions of this 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 modifications 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.

How we use Personal Information

We hold personal information 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 and reinsurers for underwriting and claims purposes.

You should show this to anyone whose personal information may be processed to administer this policy including handling any claims.

We use a variety of security technologies and procedures to help protect personal information from inappropriate use, and we will continue to revise procedures and implement additional security features as new technology becomes available.

We may use personal information for underwriting and claims purposes, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing, and risk management. We will only share personal information as described in this notice or where we are required or allowed to do so by law.

We may record or monitor telephone calls for security and regulatory purposes.

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 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.

Telematics Data

The information collected from your telematics device will be used for the following purposes:

- To contribute toward the calculation and charging of insurance premiums based on your driving behaviour whilst using your vehicle; and
- To provide you with data via the secure area of the My Policy website based upon the journeys you undertake and your Driving Style Score; and

- To help **us** and/or **My Policy** to gain a better understanding of driving behaviours, and this knowledge may be used by **Zurich** and/or **My Policy** in the development of this and similar products; and
- To help **us** to determine the precise circumstances of any claim **you** make under **your** policy.

Please note that whilst the information collected on driving speed will be used to determine **your Driver Score** and to identify unacceptable driving behaviour as defined in the telematics conditions of this policy it will not be used to support a speeding prosecution in any way. **We** or **My Policy** may however be required by law to disclose information about **your** driving behaviour to the authorities, for example in answer to any enquiry by **our** regulatory body or to a court of law if **we** are issued with a court order.

Policy Administration

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

We may conduct searches about anyone whose personal information may be processed to administer this policy (including handling any claims) using publicly available sources. Examples are the edited electoral roll, county court judgments/Scottish decrees, bankruptcy registers and other public databases. This helps **us** assess applications for insurance, provide renewal quotations and check the accuracy of information. These searches may be recorded by credit reference agencies but they will not affect any credit standing.

Claims History

Under the conditions of this policy **you** must tell **us** when **you** become aware of any incident that could give rise to a claim under this policy, whether or not it is **your** intention to claim.

When **you** tell **us** about an incident or claim **we** may pass information relating to it to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd (IDSL), Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI) or other relevant database.

We and other insurers may search these databases when **you** apply for insurance, in the event of any incident 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.

This helps to check information provided and prevent fraudulent claims.

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) conduct searches using publicly available databases
- c) undertake credit searches
- d) 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 to 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.

Data Protection Rights

Individuals have certain rights under the Data Protection Act 1998, including the right to ask for a copy of the information **we** hold about them. **We** may make a small charge for this. Individuals also have the right to ask **us** to correct their information if it is inaccurate.

If **you** want to know more about how **we** use personal information or have any data protection questions, please contact the Data Protection Officer, Zurich Insurance plc, 3000 Parkway, Whiteley, Fareham, Hants, PO15 7JZ.

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**, **your** 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 on which this contract of insurance is based (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

We will insure **you** during any period of insurance for which **we** have accepted **your** premium provided always that all the terms and conditions of this policy are kept. **Our** liability will in no case exceed the amount of any sum insured or limit of indemnity stated in any schedule or elsewhere in this policy.

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. The information provided by **you** and recorded in the statement of facts is incorporated into and forms the basis of this contract of insurance.

Cancellation rights

If **you** decide that you do not want to accept the Policy (or any future renewal of the Policy by **us**), please surrender the Certificate of Motor Insurance to **My Policy** within 14 days of receiving it (or for renewals, within 14 days of **your** Policy renewal date).

Please see Condition 6 for full details of all cancellation conditions and charges.

Extent of cover

Comprehensive cover – All parts of this policy will apply if **you** have chosen comprehensive cover. There may be endorsements written into **your** schedule which may limit this cover.

Third party fire and theft cover – Sections A,B,C,G,H and I only will apply if **you** have chosen third party fire and theft cover. Under section B Loss of or damage to **your vehicle**, cover is limited to loss of or damage to **your vehicle** caused by fire, lightning, explosion, theft and attempted theft. There may be endorsements written into **your** schedule which may limit this cover.

Fees and charges

My Policy will detail their fees and charges within their commercial terms of business agreement with **you**.

My Policy fees and charges may be deducted from any refund of premium allowed by **us** or may be payable separately to **My Policy**.

The meaning of words

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

Available Miles –The remaining distance which the policy allows **your vehicle** to be driven during the current Period of insurance. The latest **available miles** are shown in **your** secure area of the **My Policy** website.

My Policy – **My Policy** undertake the following roles in connection with this insurance:

1. **My Policy** act as an insurance intermediary in placing this insurance with **us** and all matters concerning this insurance are handled through them.
2. **My Policy** are responsible for the installation and ongoing functionality of the **telematics device** and collect and collate the data in relation to **Driver Score**. They may also contact **you** in relation to the automatic detection of an accident by the **telematics device**.

Driver Score – The score assigned by **My Policy** to each **journey** undertaken in **your vehicle** based on an analysis of the data collected by the **telematics device**.

Installation Partner – The company appointed by **My Policy** to install the **telematics device**.

Journey – The period of time between the moment the ignition in **your vehicle** is switched on and the subsequent moment the ignition is switched off.

Telematics Device – The **telematics device** supplied and fitted to **your vehicle** by the **installation partner**. This device collects and transmits data on driving style, location and impact.

Additional Miles – The option given to **you** to increase the **available miles** permitted under the policy in any one period of insurance.

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.

Excess – The amount **you** will have to pay if **your vehicle** is lost, stolen or damaged.

Hazardous goods – The term hazardous goods means those detailed in:

- a) The Dangerous Substances (Conveyance by Road in Road Tankers and Tank Containers) Regulations 1992
- b) The Carriage of Dangerous Goods (Classification Packaging and Labelling) and Use of Transportable Pressure Receptacles Regulations 1996
- c) The Carriage of Explosives by Road Regulations 1996
- d) The Approved List of Dangerous Substances as published by the Health and Safety Executive.

Any other legislation of similar intent (including subsequent legislation) if applicable.

Husband or wife – The person to whom **you** are legally married.

Market value – The cost of replacing **your vehicle** taking into account its make, model, mileage, age, condition and the circumstances of its purchase by **you**.

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 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 – 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.

Terrorism – Any act, including, but not limited to, the preparation of, use of or 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 for 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.

Section A

Your liability to others

What is covered

1 Cover **we** provide for you

We will pay all the amounts for which **you** are legally liable in respect of:

- the accidental death of or bodily injury to any person;
- accidental damage to anyone's property;
- costs recovered by any claimant and/or costs incurred in the defence of any claim where a claim is contested by **us**, or with **our** written consent;

caused by or arising out of:

- i) the use of
- ii) goods falling from
- iii) during the operations of loading/unloading **your vehicle**.

2 Cover **we** provide for other people

We will cover the following people for legal liabilities to others:

- Anyone **you** allow to drive **your vehicle** as long as they are allowed to by **your** motor insurance certificate and schedule and are using **your vehicle** within the limitations of use specified.
- Anyone travelling in, getting into or out of **your vehicle**.

Vehicle – The vehicle (and any accessories on or attached to it) described in **your** motor insurance certificate and any courtesy vehicle supplied by **us** whilst the vehicle is being repaired.

We/Us/Our – Zurich Insurance plc. (Broker Direct Plc will handle claims on Zurich Insurance plc's behalf)

You/Your/Yourself/The Insured or Company – The person, people or the Company shown in the Schedule as the Insured.

Claims information

An immediate call to **Claimline 0800 923 4234** will ensure that **your** claim is handled quickly and smoothly. Immediate assistance is available on this number 24 hours a day, 365 days a year. **Claimline** provides the following services:

- The first point of call to notify a motor accident, damage to **your** windscreen, vandalism or theft of **your vehicle** – regardless of fault.
- Experienced claims handlers at the end of the telephone 24 hours a day, 365 days a year.
- Priority service and speedy repair of **your vehicle** at one of **our** authorised repairers.

- All companies forming **the insured** as though separate policies had been issued in their individual names, provided that the total limit of indemnity for all parties does not exceed the limit stated in the policy.
 - Any principal of **the insured** provided that **the insured** would have been entitled to cover if the claim had been made against **the insured**.
- b) the cost of legal services arranged by **us** for defending a charge of manslaughter, causing death by dangerous driving or causing death by careless driving when under the influence of drink or drugs (or any equivalent charge in a country specified in section H)
 - c) legal costs and expenses incurred with **our** prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide committed or alleged to be committed during the Period of Insurance in the course of the business

Subject to the indemnity in respect of damage to property being limited to £5,000,000 (whilst **your vehicle** is carrying any **hazardous goods**, the indemnity is limited to £1,000,000) or such greater sum as may be required by the compulsory motor insurance legislation in the country in which the insured event occurs, including all costs for any one occurrence or series of occurrences arising from one cause.

3 **Your** legally appointed representatives

After the death of anyone who is covered under this policy, **we** will protect that person's estate against any liability they had if that liability is insured under this policy.

4 Legal fees and expenses

In respect of any event which may be the subject of indemnity under this section **we** will also pay:

- a) solicitors fees for representation at any Court of summary jurisdiction or at any Coroners Inquest or Fatal Inquiry
- b) **our** liability under this clause shall not exceed £5million in any one period of insurance
- ii) **we** must consent in writing to the appointment of any solicitor or counsel who are to act for and on **your** behalf
- iii) **you** shall give **us** immediate notice of any summons or other process served upon **you** which may give rise to proceedings under this clause
- iv) in relation to any appeal counsel has advised there are strong prospects of such an appeal succeeding

- v) **we** shall be under no liability:
- 1) where **you** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - 2) in respect of fines or penalties of any kind
 - 3) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance
- d) all other costs and expenses incurred with **our** written consent.

Otherwise the remainder of the policy applies

What is not covered

We will not cover liability for death of or injury to any employee in the course of their employment by anyone insured by this policy if the employer is covered by an employer's liability policy, except where required by the relevant Road Traffic Acts.

We will not cover liability for loss of or damage to property which belongs to, or is held in trust by, or is in the care, custody or control of, any person insured by this policy.

This section does not cover loss of or damage to **your vehicle** or trailer.

The liability of anyone who is covered under any other policy.

Any contractual liability.

Damage to any bridge, viaduct, weighbridge, road or anything beneath by vibration or by the weight of **your vehicle** and its load if **your vehicle** and/or trailer exceeds the maximum gross vehicle, plated or train weight permitted by the relevant law.

Death of or bodily injury to any person or damage to property caused directly or indirectly by pollution or contamination unless the pollution or contamination is caused directly by a sudden identified, individual, unintentional and unexpected incident which takes place entirely at a specific time and location during the period of insurance.

All pollution or contamination which results out of one incident shall be considered to have occurred at the time the incident took place. This exclusion to the policy shall not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation in force within the territorial limits of this policy.

Death of or bodily injury to any person or damage to property directly or indirectly caused by: delivery of a load where such delivery was not authorised, not ordered or unlawful; or, a 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.

Death of or bodily injury to any person or damage to property directly or indirectly attributed to: any defects in or the action of any commodities or goods or anything including packaging containers and labels transported by or disposed of from **your vehicle** or any vehicle not **your** property or provided by **you**; or, treatment given or services provided at or from **your vehicle** or any other vehicle.

We will not cover 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.

Any liability to anyone covered by this policy where the terms, conditions or exceptions have been breached.

We will not be liable for claims for death, bodily injury, damage to property and aircraft, arising from **your 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 refuelling areas and ground equipment parking areas.

Section B

Loss of or damage to your vehicle

What is covered

1 **We** will, at **your** request, pay for:

- loss of or damage to **your vehicle** up to the **market value** of **your vehicle**; and
- the cost of protecting and removing **your vehicle** to the nearest repairer and the reasonable cost of delivering **your vehicle** back to **you** after it has been repaired; and
- the cost of replacing affected locks and/or lock transmitter and central-locking system and/or affected parts of the immobiliser or alarm (or both) if the keys or lock transmitter of **your vehicle** are lost or stolen, up to a maximum of £1,000 in total for any claim arising solely out of this cause.

2 Obsolete and spare parts

If any part or accessory is not available, **we** will pay for that part up to the cost shown in the manufacturer's last UK price list, plus a reasonable fitting cost.

3 Courtesy van

If **your vehicle** is below 3.5 tonnes and insured comprehensively and being repaired by one of **our** authorised repairers, **we** will provide **you** with a class A courtesy van whilst **your vehicle** is being repaired.

4 Replacing **your vehicle**

If **your vehicle** has been owned by **you** or hired to **you** under a hire purchase agreement since new and during the period of one year after its first registration it is:

- lost by theft and not recovered within 28 days of the date on which the theft is first reported; or
- damaged to an extent greater than 50% of its list price (inclusive of tax) at the time of damage;

we will, subject to the consent of **you** and of other interested parties known to **us** and to **you** having comprehensive cover, replace **your vehicle** with a new one of the same manufacture and model subject to availability. Thereafter the lost or damaged vehicle shall be **our** property.

What is not covered

We will not cover any damage to **your vehicle** if at the time of the damage **your vehicle** was being driven by a person aged 17 to 24 and that person is not named in **your** insurance documents.

If **your vehicle** is lost, stolen or damaged, **you** will have to pay the first part of any claim as stated in **your** policy Schedule.

We will not pay any more than £750 (£250 if cover is third party fire & theft) for loss of or damage to permanently fitted audio equipment, navigation systems, telephones, two-way radios and their ancillary equipment unless it is the manufacturer's standard equipment for **your vehicle** when built and **you** have chosen comprehensive policy cover.

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

Loss of or damage caused directly or indirectly by fire if **your vehicle** is equipped for the cooking and/or heating of food and/or drink.

Confiscation or requisition or destruction of **your vehicle** by or under order of any government, public or local authority. If at any time a claim arises under this policy where there is another insurance policy in force covering the same loss or damage, the Insurer will only pay its proportionate amount of the claim.

Any contractual liability.

We will not cover loss of or damage to **your vehicle** caused by or following theft or attempted theft if it is unoccupied at the time of theft or attempted theft, unless **your vehicle** was locked and the ignition key or other removable ignition device was removed from **your vehicle**.

We will not cover depreciation, wear and tear, loss of value after repairing **your vehicle**, mechanical, electrical, electronic or computer failures, breakdowns or breakages.

We will not cover damage to tyres caused by braking, punctures, cuts or bursts.

We will not cover any damage or destruction due to pressure waves caused by aircraft or other flying objects.

We will not pay for any damage which existed before **our** cover commenced.

We will not cover the loss of or damage to **your vehicle** resulting from fraud or deception or by use of a counterfeit form of payment which a bank or building society will not authorise.

Section C

Emergency treatment

If there is an accident insured by this policy, **we** will pay for emergency medical treatment which must be provided under any compulsory motor insurance legislation.

Any payment made in respect of emergency treatment alone will not reduce **your** no claim discount.

Section D

Medical expenses

We will pay medical, surgical and dental fees up to £100 for each person being carried in **your vehicle** if they are injured in an accident involving **your vehicle**.

Section E

Personal belongings

What is covered

We will pay, at **your** request, up to £100 for personal belongings while in or on **your vehicle** if they are lost or damaged by accident, fire, theft or attempted theft.

What is not covered

We will not pay for loss or damage to:

- money;
- securities (financial certificates such as shares and bonds);
- jewellery, watches;
- mobile phones, pagers and other communication equipment;
- goods or samples which **you** or any person insured by this policy carry in connection with any trade or business.

Section F

If you or your husband or wife are involved in an accident

What is covered

If **you** or **your husband** or **wife** are in an accident while travelling in **your vehicle** or getting into or out of **your vehicle** and this is the only cause of death or bodily injury to **you** or **your husband** or **wife**, we will pay £2,000 per person if:

- **you** or **your husband** or **wife** die; or
- **you** or **your husband** or **wife** suffer the total and permanent loss of sight in one or both eyes; or
- **you** or **your husband** or **wife** lose any limbs.

We will only pay for one benefit for death or injury to any person for any one injury in any one period of insurance.

What is not covered

We will not cover death or loss of sight or limb if this happens more than three months after the accident.

We will not cover any loss under this section if **you** are a firm, company or more than one person.

We will not make any payment for people aged 75 or over.

We will not cover any loss due to:

- deliberately injuring **yourself** or **your husband** or **wife**;
- suicide or attempted suicide;
- any injury caused by a natural disease or weakness;

- any injury caused by being under the influence of drugs or alcohol to a level which would be a driving offence in the country where the accident happens;
- Human Immunodeficiency Virus (HIV) and/or Acquired Immune Deficiency Syndrome (AIDS).

Section G

Trailers

What is covered

We will provide indemnity in terms of sections A and C in respect of:

- i) any disabled mechanically propelled vehicle which is being towed by **your vehicle**;
- ii) any trailer owned by **you** or for which **you** are responsible whilst it is:
 - a) attached to **your vehicle**
 - b) detached from **your vehicle**

Provided that **you** are not entitled to indemnity under any other policy **we** will also indemnify **you** (and no other person) in the terms of sections A and C in respect of any trailer described above whilst it is attached to a vehicle which is neither owned by **you** nor in **your** custody or control.

What is not covered

We shall not be liable for any liability arising out of the operation as a tool of trade of any plant forming part of the trailer (other than a lifting device for self loading) except in so far as is necessary to meet the requirements of any compulsory motor insurance legislation.

Loss of or damage to the towed vehicle or trailer or to property being conveyed by it.

Loss of or damage while the towed vehicle or trailer is being towed for reward.

Section H

Foreign travel and European Union compulsory insurance

The policy provides the minimum cover **you** need by law to use **your vehicle** in the following countries:

- any member of the EU, Iceland, Liechtenstein, Norway, Croatia and Switzerland;

provided that:

- **your vehicle** is taxed and registered in the UK;
- **your vehicle** is otherwise permanently kept in the UK;
- **your** main permanent address is in the UK.

If **you** wish to increase the level of cover up to the cover shown on **your** schedule, **you** must give **us** at least 14 days notice of **your** intended journey and, if required, an additional premium must be paid. The policy may be subject to additional terms and conditions.

Section I

No claim discount

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.

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.

General exceptions applying to this policy

This policy does not cover the following:

- 1 Loss or damage or legal liability caused directly or indirectly by:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous or contaminating properties of any **nuclear installation, nuclear reactor** or other explosive nuclear machinery or any part of it; or
 - 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.

- 2 Loss, damage, injury or liability as a result of:

- earthquake; or
- underground fire; or
- war, invasion, revolution or any similar event.

However, **we** will provide the cover **you** need under any compulsory motor insurance legislation.

- 3 Any claim or damage arising while **your vehicle** is being:

- driven by anyone who is not mentioned in **your** motor insurance certificate; or
- used for a purpose which is not permitted by **your** motor insurance certificate.
- driven by anyone who does not hold a licence to drive **your vehicle** or who has a provisional licence and is not accompanied by a holder of a full licence.

However, this exception does not apply to:

- claims under section B (Loss of or Damage to **your vehicle**); and

- the cover given to **you** (and no other person) under section A (**your** liability to others);

while **your vehicle** is being used by a motor trader for servicing or repair.

- 4 Loss, damage or liability caused by riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands other than as required by any compulsory motor insurance legislation.
- 5 Loss, damage or liability arising from an accident outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands other than as provided for under Section H.
- 6 Consequential loss to **you** arising directly or indirectly from accident, injury or loss.
- 7 Legal liability arising out of any judgement in any court outside the territorial limits to which the policy applies.

Telematics Conditions

1 Installation

My Policy will endeavour to have the **telematics device** installed in **your vehicle** prior to the commencement date of the policy. However, if this has not been possible, during the first 7 days of **your** insurance policy you will be contacted by the local **installation partner** to arrange the installation of **your telematics device**. **You** will be required to make **your vehicle** available at a location agreed between **you** and the **installation partner** within 7 days of the commencement date of the policy to enable the installation of the **telematics device** to take place. **You** will be required to

meet the expenses associated with delivering **your vehicle** to the location at which the **telematics device** is to be installed. **We** reserve the right to cancel **your** policy if **you** fail to complete the installation process within the 7 day time period.

The installation process will take approximately one hour.

2 Inspection

During the installation process **your vehicle** will be inspected by the **installation partner's** trained technicians. The technicians will:

- Check **your vehicle** matches the description **you** provided at the point of quotation; and
- Ensure there are no modifications to **your vehicle's** original specification which have not already been disclosed to **us**; and
- Photograph **your vehicle**

If **your vehicle** fails the inspection process **you** must contact **My Policy** before the installation can continue. **My Policy** will advise **you** of the action that needs to be taken and this will be dependent on the reason for the failure of the inspection process:

- a) If the inspection failure was due to a difference between the specification of **your vehicle** presented to the **installation partner** and the description originally provided by **you** at the time of quotation it may be possible to continue this insurance but this will be subject to:
 - i. the insurance risk remaining acceptable to **us**; and

- ii. **your** payment of any additional premium and the acceptance by **you** of any additional terms required because **we** regard the correct description of **your vehicle** as being a higher insurance risk.

If the insurance can be continued subject to an increased premium and/or revised policy terms but **you** decide not to accept the increased amount and/or revised terms the policy will be cancelled in accordance with Condition 6.

- b) In some circumstances, the reason for the inspection failure may not be resolvable, for example the correct description of **your vehicle** makes the insurance risk unacceptable to **us**. In these circumstances **we** will have the option to:
 - i. void the policy, which means **we** will treat it as if it had never existed and repay to **you** the premium paid; and
 - ii. seek to recover any money from **you** for any claims the **insurer** has already paid, including the amount of any costs or expenses it has incurred

3 Changing your car

This insurance only applies to **your vehicle** shown in the current Schedule. If **you** change **your vehicle** you must notify **My Policy** as soon as possible. In addition to arranging cover on the new **vehicle** **My Policy** will also arrange for a **telematics device** to be installed in accordance with Telematics Conditions 1 and 2.

You will be contacted by the **installation partner** within 7 days of cover being arranged in order that a **telematics device** can be installed on **your new vehicle** in accordance with Telematics Condition 1.

4 Operation of Telematics Device

a) Warranty

Once the telematics device has been installed by the **installation partner**, **My Policy** warrant that it will remain free from the effects of:

- faulty design or specification; or
- defective workmanship; or
- defective materials

for the period of cover from the date of installation.

If, during the monitoring of data from **your telematics device**, **My Policy** suspect that there is any defect in the operation of **your telematics device** they will contact **you** as soon as is possible to arrange for the defect to be rectified by the **installation partner**. **You** must also contact **My Policy** as soon as is possible if **you** believe for any reason that the **telematics device** may be defective in some way.

b) Tampering

The **telematics device** has attack safeguards and tamper controls and it is a condition of this insurance that **you** will not permit any unauthorised interference with the **telematics device** by any person.

If, during the monitoring of data from **your telematics device**, **My Policy** suspect that there has been unauthorised interference with the **telematics device** or any interference with the GPS/GSM signal emitted from the **telematics device** you must allow the **installation partner** to inspect **your telematics device** within 7 days.

If **you** fail to allow the **installation partner** to inspect **your telematics device** within 7 days, or fail to make or keep an appointment with the **installation partner** within 7 days policy cover will be cancelled in accordance with Condition 6.

If a fault is detected and is found not to be the result of unauthorised interference the **telematics device** will be repaired or replaced in accordance with a) Warranty above.

However, if, on inspection it is found that the **telematics device** and/or its emitted signal has been the subject of unauthorised interference, such interference will be treated as a fraudulent act and **we** will:

- i) void the policy, which means it will treat the policy as if it had never existed
- ii) not return to **you** any premium paid
- iii) not pay any claims under the policy

- iv) seek to recover any money from you for any claims **we** have already paid under the policy, including an amount for any costs or expenses it has incurred;
- v) inform the police, other financial services organisations and anti-fraud databases as set out under the Fraud Prevention and Detection notice.

5 Driver Score

The **telematics device** collects information about the way **you** drive. This information is used by **My Policy** to calculate your **Driver Score**.

Every **journey** made in **your vehicle** will be given a **Driver Score**. This data will be made available to **you**, **us** and **My Policy** via the secure area of the **My Policy** website. The **Driver Score** is calculated by **My Policy** and is based on the following factors:

- Smoothness – measures sharp acceleration, braking, deceleration and cornering over the course of each **journey**.
- Speed – measures **your** speed against the speed limit for the roads being driven.
- Usage – measures time of day, **journey** volume, **journey** duration and types of road used.

6 Additional Miles

Your policy allows **your vehicle** to be driven up to the maximum mileage amount shown in the **available miles** area of the secure area of the **My Policy** website. The number of **available miles** on **your** policy are chosen by **you** during the arrangement of **your** policy.

If **you** require more miles during the policy period than is shown in **your available miles** you can purchase additional miles by contacting **My Policy**. The price of **additional miles** will be determined by **your Driver Score** and will be inclusive of Insurance Premium Tax.

If **you** exceed the number of **available miles** included in the policy and **you** do not purchase **additional miles**, the policy will be cancelled in accordance with Condition 6 of this policy.

7 Unacceptable Driving Behaviour

You and any driver of **your vehicle** must observe the law at all times. Poor driving behaviour (including **your vehicle** being driven at speeds which exceed the speed limit for the road on which it is being driven) will affect **your Driver Score**. In particular, if the **telematics device** detects that **your vehicle** is being driven at excessive speed the following conditions apply to this insurance:

If during any one annual period of insurance **you** or any permitted driver of **your** vehicle:

- i) exceeds the speed limit for the road on which **your vehicle** is being driven by more than 100% in one **journey**; and/or

- ii) has three or more **journeys** which receives a **Driver Score** of between -6 and -10 which is a warning of high risk driving

your policy will be cancelled in accordance with Condition 6 of the policy.

8 Accident Detection

In order to improve the speed with which road accidents and the resulting insurance claims are dealt with, **your telematics device** has been designed to detect certain accidents. If an accident is detected **you** will be contacted by **My Policy** within their opening hours of 09:30 to 18:00 Monday to Friday who will offer assistance to help **you** deal with the immediate aftermath of the accident and collect information from **you** to begin the process of reporting the incident to **us** and submitting a claim under **your** policy if **you** wish to do so. Once this information has been collected it will be passed to **us** who will contact **you** regarding the accident as quickly as possible.

Whilst the technology used to detect accidents is effective, it is not able to detect every type of accident. If **you** are not contacted by **My Policy** it is important you report any accident as soon as possible.

9 Service Cancellation

Should **you** decide to cancel or lapse this policy the data feed from **your telematics device** will be disabled and **My Policy** will no longer be able to collect information about the way **you** drive and will not be able to detect accidents.

The **telematics device** itself will be left dormant in **your vehicle** in case you wish to insure via **My Policy** in the future.

10 Tracking your car in the event of a theft

If **your** car is stolen or taken without your permission **My Policy** will attempt to locate and recover it using the GPS/GSM tracking functionality of the **telematics device** fitted to **your vehicle**. Recovery of **your vehicle** is not guaranteed and **My Policy** are not liable for any costs associated with the repair or replacement of **your vehicle** in the event of the recovery being unsuccessful.

General conditions applying to this policy

- 1 You shall pay the premium or any premium instalment on demand.
- 2 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** immediately any writ or 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 **your 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.

3 How we deal with claims

If **your vehicle** is lost, stolen or damaged, **we** may decide to:

- pay for any necessary repairs to **your vehicle**; (if **we** pay for any necessary repairs to **your vehicle**, **we** may decide to use suitable replacement parts which are not supplied by the original manufacturer); or

- replace **your vehicle**; or
- pay **you** for any loss or damage up to the **market value** of **your vehicle**.

If **your vehicle** is under a hire purchase agreement, **we** will pay the legal owner for the damage to **your vehicle**.

If **your vehicle** is on lease hire **we** may be required to make **our** payment to the owners (in this event **our** payment will be in full and final settlement of **our** liability under section B of **your** policy).

We can, in **your** name:

- take over and defend or settle a claim;
- take proceedings at **our** own expense and benefit to recover any payment for loss, damage, injury or death **we** have made under this policy.

4 Keeping to the terms of the policy

We will only give **you** the cover described in the policy if:

- any person claiming has met all the conditions as far as they apply; and
- the information given in the statement of facts on which this policy is based is complete and correct as far as **you** know.

5 Compulsory insurance

If the law of any country in which this policy covers **you** says **we** must pay a claim which **we** would not otherwise have paid, then **we** are entitled to recover these payments from **you**.

6 Cancelling your policy

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

You have the right to cancel **your** policy at any time by contacting **My Policy**.

At cancellation **you** are required to return **your** motor insurance certificate to **My Policy**.

You will either be charged on a pro rata basis for the actual miles travelled or time **we** have been on cover which ever is the highest amount subject to a minimum premium of £15 inclusive of insurance premium tax.

We will not refund any premium if **we** have paid a claim or one is outstanding when the policy is cancelled. Where a claim is submitted after the policy has been cancelled **we** will deduct the amount of any premium returned to **you** following the cancellation from any claim payment **we** may make to **you**. If **you** are paying by installments and **you** have made a claim **you** must still pay **us** the balance of the full annual premium. If **you** do not do this **we** may take the balance of any outstanding premium from any claim payment **we** are making to **you**.

Confirmation of no claim discount will not be issued if the policy is in arrears or if **you** fail to return **your** motor insurance certificate.

7 Reasonable precautions

You must take all reasonable precautions to protect **your vehicle** from loss and damage and to keep it in a good roadworthy condition. **You** must let one of **our** authorised representatives inspect **your vehicle** at any reasonable time.

8 Fraud

If **you** or anyone acting on **your** behalf makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this policy shall be void and **you** shall forfeit all rights under the policy. In such circumstances, **we** retain the right to keep the premium and to recover any sums paid by way of benefit under the policy.

9 Vehicle sharing

Your policy also covers **your vehicle** when **you** are paid for carrying passengers for social reasons or similar, as long as:

- **your vehicle** is not built or adapted to carry more than eight passengers (not including the driver); and
- the passengers are not being carried as part of a business of carrying passengers; and
- **you** do not profit from the total amount of money **you** are paid for the journey.

If **you** have any doubts as to whether or not any vehicle sharing **you** have arranged is covered by this policy, please contact **your** insurance broker immediately.

10 Material facts

You must tell **us** immediately if any of the information on which this insurance is based changes, for example, **you** or anyone covered by this policy being convicted of an offence or **you** change **your vehicle**. Failure to do so may result in **your** insurance no longer being valid and claims not being met. If in doubt about any change please tell **us**.

If **your** policy or any of the information on which it is based changes, **we** will be entitled to vary the premium and terms for the rest of the period of insurance. **You** should keep a record (including copies of letters) of all information supplied to **us** in connection with this insurance.

11 Rights of parties

A person or company who was not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

12 Contractual right of renewal

If **you** pay the premium to **us** using the direct debit instalment scheme **we** will have the right (which **we** may not use) to renew the policy each year and **we** will continue to collect premiums using this method. **We** may vary the terms of the policy (including the premium) at renewal. If **you** decide that **you** do not want **us** to renew the policy, as long as **you** tell **us** before the next renewal date, **we** will not renew it.

Our right to renew this policy does not affect **your** cancellation rights shown on page 6 and general condition 6 on page 14 of the policy.

13 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.

Our complaints procedure

Our commitment to customer service

We value the opportunity to look into any concerns **you** may have with the service we have provided and **we** are committed to handling all complaints fairly, consistently and promptly.

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.

The Financial Ombudsman Service (ombudsman)

If **we** are unable to resolve **your** complaint to **your** satisfaction within eight weeks or if **you** remain dissatisfied following receipt of **our** final response letter **you** may be able to ask the ombudsman to formally review **your** case. **You** must contact the ombudsman within six months of **our** final response.

The ombudsman contact details are as follows:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

You can telephone for free on:

08000 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 **you** are entitled to contact the ombudsman at any stage of **your** complaint.

The ombudsman 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 turnover 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 ombudsman will consider **your** complaint or for more information please contact the ombudsman directly, or visit <http://www.financial-ombudsman.org.uk>

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

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A public limited company incorporated in Ireland. Registration No. 13460.
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UK Branch registered in England and Wales Registration No. BR7985.
UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

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