



TRUCK MINI FLEET

Policy Document

In the event of an accident, windscreen breakage, or to make a claim:



Don't forget your crash card

Please ensure that claims, fault or non-fault are reported immediately as this can often mean a substantial reduction to the overall cost of a claim.

Welcome to Truck Mini Fleet

Your Policy Benefits at a glance

- **Complimentary CCTV cameras**
(the policyholder will be responsible for the VAT)
- **Protected 2 Year Premium Rate**
- **Low claim rebate**
- **Claims Incident Care Line (24 hours a day, 365 days a year)**
- **Claims handling from dedicated Aviva team**
- **Courtesy vehicles**
- **Support cover for driver & passengers following accidents**
- **£500 Driver Personal Belongings**
- **New vehicle replacement vehicles up to 12 months old**
- **Trailer Cover – Attached & Detached and Contingent**
- **Foreign Use**
- **Motor Legal Expenses**

Truck Mini Fleet - offering you much more

About Q Underwriting

Q Underwriting is a specialist insurance underwriting facility operating under a delegated authority on behalf of Aviva.

Important Information about your Policy Cover

Policy cover shall only operate when your vehicle is being driven by or is in the charge of:

- you or a person employed by you or a person who is driving with your permission and who holds a valid licence as required by law
- drivers who:
 - a. have not been refused motor insurance or had an insurance policy cancelled or had special conditions imposed or had increased premiums asked by reason of claims experience:
 - b. are not a person described in the drivers not insured section.

Drivers not insured (unless disclosed, accepted and detailed on the policy schedule):

- Drivers who have held a Full UK car or van driving licence for less than 12 months
- Drivers who have held a HGV or PCV, where applicable, for less than 24 months
- Are aged 24 or under
- Are aged 70 or over
- Have been involved in three or more incidents in the last 5 years
- Have more than six motor conviction penalty points or have been disqualified.
- Drivers who have an unspent criminal conviction or pending conviction

Contents

Incident Care	Making a claim	6
The contract of insurance	Choice of Law	6
	Changes we need to know about	6
	Telephone Recording	6
Definition of terms		7
Your policy cover		9
Section 1	Repair authorization	9
	New goods – carrying vehicle replacement	9
	Courtesy vehicle	10
	Exceptions including excesses	11
Section 2	Your liability to third parties	12
	Liability to other persons driving or using your vehicle	12
	Indemnity to owner (leasing or hiring agreements)	12
	Indemnity to legal personal representatives	12
	Legal costs	12
	Cross liabilities	13
	Application of indemnity limits	13
Section 3	Exceptions	13
	Indemnity to Principals	14
Section 4	Exceptions	14
	Medical expenses	14
Section 5	Personal belongings	14
	Exceptions	14
Section 6	Trailers – attached and detached	14
	Attachments	14
	Exceptions	14
Section 7	Continental use / Compulsory insurance requirements	15
Section 8	Unauthorized use or driving	15
Section 9	Unlicensed drivers	15
Section 10	Emergency treatment	15
Section 11	Contingent Liability	15
	Exceptions	15
Section 12	Vehicles laid up and out of use	15
	Exceptions	16
Section 13	Replacement locks	16
Section 14	Personal accident cover	16
	Exceptions	16
Section 15	Child seat cover	16
Section 16	Payment for court attendance	16
Section 17	Psychological intervention	16
	Exceptions	16
Section 18	Physiotherapy cover	17
Section 19	Motor Legal Expenses	17
General Exceptions		24-25
General Conditions		26-28
Complaints Procedure		28

Welcome to Truck Mini Fleet and Incident Care

First things first – it's important that you keep this document in a safe place and keep note of your policy number and the Incident Care number (0800 169 4066) so we can help you as quickly as possible in the event of an emergency.

And if you have any questions about your Truck Mini Fleet cover, or would like it to cover even more, just get in touch with your insurance broker.

Incident Care - there to help 24/7, 365 days a year

All claims irrespective of negligence or liability must be, in the first instance, reported as quickly as possible to Incident Care on 0800 169 4066. Our national network of repairers provides repairs guaranteed for three years.

Making a claim

If one of your fleet drivers is involved in an accident or needs to make a claim, just one call to Incident Care will help get your business back on the road as quickly and as easily as possible. And you'll have a dedicated Personal Incident Manager to handle your claim from beginning to end, hassle-free and form-free. They'll keep you up to date on its progress too.

They'll first need to confirm that the incident is covered by your policy, and let you know of any excess you'll need to pay. And then our expert claims department will get to work getting your business back on track. If the vehicle can't be driven, your Personal Incident Manager will also help by:

- arranging for vehicle recovery to an approved repairer; and
- getting in touch with anyone who needs to know that you've been involved in an accident.

The Contract of Insurance

This policy is a contract of insurance between you, the policyholder, and us, Aviva. This policy, the application or any statement of facts, any clauses endorsed on the policy, the schedule and the certificate of motor insurance form the contract of insurance between you and us.

In return for you paying your premium, we will provide the cover shown in the schedule for any accident, bodily injury, loss or damage that happens within the territorial limits during the period of insurance.

Important

This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Choice of law

The appropriate law as set out below will apply unless you and the insurer agree otherwise.

1. The law applying in that part of the UK, the Channel Islands or the Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
2. In the case of a business, that law applying in that part of the UK, the Channel Islands or the Isle of Man where it has its principal place of business; or
3. Should neither of the above apply, the law of England and Wales will apply.

Telephone Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Customers with disabilities

This policy and other associated documentation is also available in large print, audio and Braille. If you require any of these formats please contact your usual insurance adviser.

Use of Language

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

Cancellation rights

There are no statutory cancellation rights under this policy.

Definition of terms

To save lengthy repetition, wherever the following words or phrases occur in this policy they will have the meaning set out below. A particular word or phrase, which is not defined, will have its ordinary meaning.

Accessories

Parts of your vehicle which are not directly related to how it works as a vehicle. This includes spare parts, audio equipment, multi-media equipment, communication equipment, personal computers, satellite navigation and radar detection systems, providing they are permanently fitted to your vehicle and have no independent power source.

Attachments

Any item of equipment which can be added to a special types vehicle.

Certificate of Motor Insurance

The current document that proves you have the motor insurance required by the Road Traffic Act to use your vehicle on a road or other public place. It shows who can drive your vehicle and what you can use it for. It does not show the cover you have.

Clause

An additional or alternative wording which, when applied to your policy, changes its terms. Those clauses applicable are identified in your schedule.

Excess

The amount, or amounts, shown in your policy, schedule or clause, which we deduct from each and every claim for loss of or damage to your vehicle or other property insured. The amount applies to each individual vehicle.

Fire

Fire, self-ignition, lightning and explosion.

Green Card

A document required by certain non-EU countries to provide proof that you have the minimum compulsory insurance cover required by law to drive in that country.

Ignition keys

Any key, device or code used by you to secure, gain access to, and enable your vehicle to be started and driven.

The insured/Insured person/You/Policyholder

The person, persons, company or companies described as the insured in the schedule.

Insurer/we/us

Aviva Insurance Limited Pitheavlis, Perth, PH2 0NH
Registered Number: 2116
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Market value

The cost of replacing your vehicle with one of the same make, model, specification and condition.

Period of insurance

The period of time covered by this policy as shown in the schedule and any further period for which we agree to insure you.

Personal belongings

Personal property within your vehicle including portable audio equipment, multi-media equipment, communication equipment, personal computers, satellite navigation and radar detection systems not permanently fitted to your vehicle.

Principal

Any person who employs you to act in his or her place or on his or her behalf.

Road Traffic Acts

Any Acts, Laws or Regulations which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Schedule

The document which gives details of the cover you have.

Territorial Limits

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

Terrorism

1. Any act or acts including but not limited to:
 - a. the use or threat of force and/or violence; and/or
 - b. harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.
2. Any action taken in controlling, preventing, suppressing or in any way relating to 1. above.

Theft

Theft, attempted theft or taking your vehicle without your consent.

Trailer

Any drawbar trailer, semi-trailer or articulated trailer. Where your vehicle is an agricultural vehicle the term trailer includes any agricultural or forestry implement or machine.

Your vehicle

Any motor vehicle:

- a. registered in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and described in the schedule or any other motor vehicles for which details have been supplied to us and a certificate of motor insurance has been delivered to you and remains effective; or
- b. described in the schedule of vehicles headed 'Vehicles laid up and out of use' and for which policy cover codes D or E only apply; or
- c. not belonging to you nor hired, leased or lent to you which is causing an obstruction or otherwise preventing the operation of your business and which is being moved to facilitate the passage of a vehicle; or
- d. any motor car or goods-carrying vehicle loaned to you, or a permitted driver shown on your certificate of motor insurance, by a supplier we have nominated following a claim under the policy, which is a motor car or goods-carrying vehicle.

Specific definitions of 'your vehicle' appearing in this policy are set out below.

Agricultural Vehicle

Any type of tractor or mechanically propelled implement including any other vehicle used solely for agricultural or forestry purposes where a Road Fund licence is not required or which is used under a licence with exemption from duty under Section 5 (Schedule 2) of the Vehicle Excise and Registration Act 1994 which appears in the schedule of vehicle types as Agricultural Vehicle.

Goods-carrying Vehicle

Any motor vehicle manufactured or adapted for the carriage of goods (other than an Agricultural Vehicle) which appears in the schedule of vehicle types as Goods-carrying Vehicle.

Private Car

Any passenger-carrying motor vehicle with not more than 17 seats (including the driver) and not used for hire or reward which appears in the schedule of vehicle types as Private Car.

Special Types Vehicle

Any motor vehicle manufactured or adapted to operate primarily as a tool and not designed for the carriage of goods or passengers which appears in the schedule of vehicle types as Special Types Vehicle.

Advanced Driver Assisted Systems/ADAS

Integrated in-vehicle intelligent safety systems including, but not limited to, those designed to reduce the frequency and/or severity of accidents.

Automated Vehicle

Any motor vehicle manufactured, designed or adapted to be capable of safely driving itself and is listed as an automated vehicle under the Automated and Electric Vehicles Act 2018.

Automated Driving Mode

Any vehicle operating mode in which the vehicle is driving itself as defined in the Automated and Electric Vehicles Act 2018 or Road Traffic Acts.

Computer System(s)

Any computer, hardware, Software, applications, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Cyber Act

A deliberate unauthorised, malicious or criminal act or series of acts, regardless of time and place which involves access to, processing of, use of, or operation of any Computer Systems and is intended to create, or to have the effect of creating an outcome which includes but is not limited to denial of access, threat, deception, hoax or extortion.

Data

All information, which is electronically stored, recorded, transmitted or represented, or contained in any formats, materials or devices used for the storage of data including but not limited to operating systems, records, programs, Software or firmware, code of series of instructions, facts, concepts, code or any other information of any kind.

Safety Critical Software

Any Software which without being installed or updated would make it unsafe to use the vehicle.

Software

Any software, Safety Critical Software, firmware, operating systems, electrical control systems, Data, data storage materials, telecommunication links or any reliance on recognising, using or adopting any date, day of the week or period of time, other than the true or correct date, day of the week or period of time.

Your Policy Cover

Check here to see what you're covered against.

Type of Cover	Operative Sections
Comprehensive	Sections 1 to 11 and 13 to 19
Third Party Fire and Theft	Sections 1 and 15 operate only in respect of loss or damage caused directly by fire or by theft
Third Party Only	Sections 2, 3, 6 to 11 16 and 19
Fire Theft and Accidental Damage	Section 12
Fire and Theft Only	Section 12 subsection 1

Section I

Loss of or damage to your vehicle

If your vehicle is lost, stolen or damaged, we will at our option:

- pay for your vehicle to be repaired; or
- replace your vehicle; or
- pay the amount of the loss or damage in cash.

We may decide to use suitable parts or accessories not supplied by the original manufacturer.

The same cover also applies to accessories and spare parts relating to your vehicle while these are in or on your vehicle (or while in your private garage if your vehicle is a private car).

If we know that you are still paying for your vehicle under a hire purchase, leasing or contract hire agreement, we will pay any claim to the owner described in that agreement. Our liability under this policy will then end.

The maximum amount we will pay will be the market value of your vehicle immediately prior to the loss or damage.

Repair authorisation

You may authorise reasonable and necessary repairs without first obtaining our consent provided that a detailed estimate of the cost of repairs is sent to us as soon as possible.

Accident recovery

In Great Britain, Northern Ireland, the Channel Islands and the Isle of Man we can arrange for the protection and removal of your vehicle to the nearest repairers. In the event of an accident ring Incident Care on **0800 169 4066** and we will arrange for the following at no additional cost.

- Someone to come out and help. If your vehicle cannot be made roadworthy immediately it will be taken to our nearest approved repairer.
- Your vehicle can be taken to a repairer of your choice if this is nearer, but this may lead to delays in arranging the repairs to your vehicle.
- The rescue service also applies when an accident occurs in the Republic of Ireland – ring **1800 535 005**.
- The onward transmission of any messages on your behalf.
- Delivering the vehicle back to your address in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man after the repairs have been carried out.

In providing accident recovery assistance we will use our reasonable care and skill when providing the service.

We can, however, cancel services or refuse to provide them if, in our opinion, the demands made are excessive, unreasonable or impractical.

New private car and goods-carrying vehicle replacement

Where your vehicle is a private car or goods-carrying vehicle we will replace your vehicle with a new vehicle of the same make and specification (subject to availability) if within 18 months of purchase new by you (or within 18 months of registration if subject to a leasing or contract hire agreement) of a private car or within 12 months of purchase new by you (or within 12 months of registration if subject to a leasing or contract hire agreement) of a goods-carrying vehicle:

- any repair cost or damage covered by the policy exceeds 50% of the United Kingdom list price of your vehicle (including vehicle taxes) at the time of its purchase; or
- your vehicle is stolen and not recovered.

We will only replace your vehicle if:

- you own the vehicle or you bought it under a hire purchase agreement or you leased or hired the vehicle under any type of leasing or contract hire agreement; or
- any interested hire purchase, leasing or contract hire company agrees; or
- you are the first registered owner of your vehicle unless it is subject to a leasing or contract hire agreement with you.

New private car and goods-carrying vehicle replacement does not apply to trailers.

Courtesy Vehicle

Standard courtesy car cover

Where your vehicle is a Private Car (not being a minibus) or a Goods-Carrying Vehicle (up to 7.5 tonnes GVW) and cover is either Comprehensive or Third Party Fire and Theft, following damage to the vehicle we will provide a courtesy car or, at your request, a courtesy van (up to 3.5 tonnes GVW) for the duration that your vehicle is being repaired by an Aviva approved repairer. Use of the courtesy vehicle for business and social, domestic and pleasure purposes is permitted.

Courtesy vehicles are supplied to reduce your inconvenience and where possible ensure you remain mobile throughout the duration of your claim. It is not intended to be an exact replacement for your own vehicle. All courtesy vehicles, provided by Aviva approved repairers, will have comprehensive cover under your existing policy for the period of the loan, regardless of what level of cover you have requested for your car or goods-carrying vehicle.

Please note that a courtesy vehicle cannot be provided until your claim has been accepted and cover has been confirmed.

The table overleaf tells you what type of courtesy vehicle you will receive according to your policy cover and situation.

This should be read in conjunction with the important information.

Important information

- A standard courtesy car is a Class A vehicle which is a small hatchback car.
- A standard courtesy van is a Class V1 vehicle which is a car derived van or small van.
- If your vehicle is immobile or unroadworthy we aim to provide a courtesy or hire car within one working day (however, if an incident occurs during a weekend, public holiday or Bank Holiday it may not be possible to provide a courtesy car until the following working day).
- In order to avoid undue delays, please advise us during the early stages of your claim if an automatic transmission courtesy car is required. Automatic courtesy cars can be supplied, providing the car being repaired is an automatic.

Discounted car hire or van hire option through Aviva

When contacting Incident Care, following damage to your private car (not being a minibus) or a goods-carrying vehicle (up to 7.5 tonnes GVW), you will be given the option of upgrading from the Class A courtesy car subject to a hire fee being payable by you. If you decide to upgrade your courtesy car from a Class A car, you will be entitled to either:

- a Class E car, if your vehicle is a private car (not being a minibus); or
- a Class V2 van, if your vehicle is a goods-carrying vehicle (up to 7.5 tonnes GVW)

for the same cover and duration as those stipulated in the table below.

What Cover do I have?	What is my situation?	What am I entitled to?
Standard courtesy car on Comprehensive policies	<ol style="list-style-type: none"> 1. My car/goods-carrying vehicle up to 7.5 tonnes GVW is being repaired by an Aviva approved repairer. 2. My car/goods-carrying vehicle up to 7.5 tonnes GVW is being repaired by a repairer of my choice. 3. My car/goods-carrying vehicle up to 7.5 tonnes GVW cannot be repaired or has been stolen and is not recovered. 4. My car is a 'grey' import and needs to be repaired. 	<ol style="list-style-type: none"> 1. The approved repairer will provide you with a Class A courtesy car or Class V1 courtesy van for the duration of repairs. 2. No courtesy car will be provided if an approved repairer is not used. 3. Your claims handler will arrange for a Class A hire car or Class V1 courtesy van for up to 14 days, or up until a settlement offer has been agreed (whichever is earlier). 4. If your car is a 'grey' import (whether you are aware of this or not) we will provide you with a Class A courtesy car or Class V1 courtesy van for up to 14 days only.
Standard courtesy car on Third Party, Fire and Theft policies	<ol style="list-style-type: none"> 5. My car/goods-carrying vehicle up to 7.5 tonnes GVW has been stolen and is not recovered or has been set on fire and is not repairable. 6. My car/goods-carrying vehicle up to 7.5 tonnes GVW is being repaired by an Aviva approved repairer following a fire or theft. 7. My car/goods-carrying vehicle up to 7.5 tonnes GVW is being repaired by a repairer of my choice following a fire or theft. 	<ol style="list-style-type: none"> 5. Your claims handler will arrange for a Class A hire car, or Class V1 courtesy van for up to 14 days, or up until a settlement offer has been agreed (whichever is earlier). 6. The approved repairer will provide you with a Class A courtesy car or Class V1 courtesy van for the duration of repairs. 7. No courtesy car will be provided if an approved repairer is not used.

You may use the Class V2 van for business purposes in addition to social, domestic and pleasure purposes. All cars or vans will have comprehensive cover under your existing policy for the period of the hire, regardless of what level of cover you have requested for your car or goods-carrying vehicle.

Conditions applying to courtesy car and car hire and van hire covers, provided by Aviva approved repairers

You will be responsible for:

- the cost of fuel used;
- collection and delivery charges (if they apply);
- any charges for fitting accessories; and
- any excess which would have applied to your vehicle which is temporarily replaced.

Returning replacement vehicles

The replacement vehicle will be supplied on the condition that you will return it to the depot which supplied it unless alternative arrangements have been made with the supplier.

Late Reported Claims

All claims irrespective of negligence or liability must be, in the first instance, reported to Incident Care 0800 169 4066, within one calendar month of the date of the incident

Late notification will nearly always increase the cost of settling such claims. Therefore, Your failure to report an incident could result in the increased cost being passed to you, the policyholder, for settlement

In addition to any other Voluntary or Compulsory excess, an Additional excess in respect of any damage, for late claim reporting will apply as indicated below:

Up to 30 days-	Nil
31 to 45 days -	£100
46 to 60 days -	£200
61 to 89 days -	£300
90 days or more -	£400

Exceptions to Section 1

We will not pay for (unless varied on your schedule):

1. the first £500 of any claim (other than glass claims) as indicated below if your vehicle (including its accessories and spare parts) is lost, stolen or damaged:
the person driving your vehicle is:
 - a. aged 21 to 24 years – excess £1500;
 - b. aged 25 years or over but has not held a full HGV licence for 24 or a car or van licence for 12 months – excess £1000;
2. the first £75 of any claim for loss of or damage to the glass in your vehicle’s windscreen, sunroof or windows or for any scratching of bodywork resulting solely and directly from the breakage; the excess for glass:
 - will not apply when the glass is repaired rather than replaced; and
 - overrides any other general excess that would otherwise apply to glass claims;
3. the first part of any claim (other than glass claims) as indicated below if your vehicle (including its accessories and spare parts) is lost, stolen or damaged where your vehicle is being used in any country other than Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands. The following excesses apply in addition to those shown in 1. above and any other voluntary or compulsory excess that may apply.
Goods-carrying vehicle:
 - not exceeding 3.5 tonnes gross vehicle weight – excess £100;
 - exceeding 3.5 tonnes gross vehicle weight but not exceeding 12 tonnes gross vehicle weight – excess £200;
 - exceeding 12 tonnes gross vehicle weight – excess £300;
4. loss or damage (other than by fire or theft) where your vehicle is a mobile or self-propelled crane, if such loss or damage to your vehicle results from overturning arising in connection with the operation as a tool of your vehicle or of plant forming part of it or attached to it;
5. loss of use, depreciation, wear and tear;
6. mechanical, electrical or electronic failure, breakdown or breakage;
7. computer and equipment failure or malfunction;
8. damage to tyres caused by braking or by punctures, cuts or bursts;
9. damage directly arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed;
10. loss of value following repair;
11. loss or damage arising from theft while the ignition keys of your vehicle have been left in or on your vehicle;

12. loss or damage arising during or in consequence of riot or civil commotion occurring:
 - a. in Northern Ireland;
 - b. outside of the territorial limits;
13. loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
14. loss or damage caused by the solidification or setting of any materials, where your vehicle is a concrete mixer, unless the solidification is caused by damage directly arising from a motor accident.

Section 2

Your liability to third parties

We will indemnify you in respect of compensation you are legally liable to pay and all other costs and expenses incurred with our written consent arising from:

- a. death or bodily injury to third parties, for an unlimited amount;
- b. damage to third party property up to a maximum of:
 - i. £20,000,000 (excluding claimant's costs and expenses and any other costs and expenses) where your vehicle is a private car;
 - ii. £5,000,000 (excluding claimant's costs and expenses and any other costs and expenses) in respect of all other vehicles;
 - iii. £5,000,000 for claimant's costs and expenses and any other costs and expenses in relation to damage to third party property.

This section only operates where such death, bodily injury or damage arises out of an accident caused by or in connection with:

- your vehicle including its loading and unloading; or
- any trailer while it is being towed by your vehicle. In respect of terrorism where we are liable under the

Road Traffic Acts the maximum amount that we will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by you or any other person and for which cover is provided under this section will be:

- i. £5,000,000 in respect of all claims consequent on one originating cause; or
- ii. such greater sum as may in the circumstances be required by the Road Traffic Acts.

Liability of other persons driving or using your vehicle

On the same basis that we indemnify you under this section we will also indemnify the following persons:

- any person you give permission to drive your vehicle provided that your certificate of motor insurance allows that person to drive;
- any person you give permission to use (but not drive) your vehicle for social, domestic and pleasure purposes provided that such use is included within the certificate of motor insurance;
- any passenger travelling in or getting into or out of your vehicle;

- any hirer of your vehicle provided such use is not excluded by your certificate of motor insurance;
- at your request any of your directors or employees.

Indemnity to owner (leasing or hiring agreements)

If we know that your vehicle is the subject of a leasing or contract hire agreement between you and the owner of your vehicle, we will indemnify the owner in the same way that we indemnify you under this section if there is an accident while your vehicle is let on hire or leased under the agreement, as long as your vehicle is:

- not being driven by the owner;
 - not being driven by a person employed by the owner; or
 - in the charge of but not being driven by the owner or any person employed by the owner;
- and the owner:
- cannot claim under another policy; and
 - observes the terms, exceptions and conditions of this policy as far as they can apply.

Indemnity to legal personal representatives

In the event of the death of anyone who is indemnified under this section we will protect his or her legal personal representatives against any liability that the deceased person had which is covered by this section.

Legal costs

If you, or anyone else, are involved in an accident which is covered under this section, we will pay the fees and disbursements of any legal representative we agree to, and defend anyone we insure under this section:

- at a coroner's inquest;
- at a fatal accident inquiry;
- in any proceedings brought under the Road Traffic Acts or equivalent European Union legislation.

We will not pay representation for:

- a plea of mitigation (unless the offence you are charged with carries a custodial sentence) or
- appeals.

Duty of Care – driving at work, legal costs

We will pay:

1. your legal fees and expenses incurred with our written consent for defending proceedings including appeals;
2. costs of prosecution awarded against you arising from any health and safety inquiry or criminal proceedings for any breach of the:
 - a. Health and Safety at Work etc Act 1974;
 - b. Health and Safety at Work (Northern Ireland) Order 1978;
 - c. Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity:

1. unless the proceedings relate to an actual or alleged act, omission or incident committed during the period of insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and in connection with the business;
 2. unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of you of any motor vehicle or trailer in circumstances where compulsory insurance or security is required by the Road Traffic Acts;
 3. in respect of proceedings which result from any deliberate act or omission by you; or
 4. where indemnity is provided by another insurance policy.
5. damage to premises (or to the fixtures and fittings) attaching solely as occupier (not as owner) where the damage is insured by another policy;
 6. damage to any vehicle where cover in connection with the use or driving of that vehicle is provided under this section;
 7. loss, damage, death or bodily injury where your vehicle is an agricultural vehicle arising out of any incident directly or indirectly caused by, or accelerated by, or attributable to the coming into contact with any person, property, land or crops of any substance or compound that is used, in whole or part, as an insecticide, herbicide or other control of pests, disease or weeds, or as a desiccant, defoliant or growth regulator and which arises from the dissemination of such substance or compound in connection with your vehicle elsewhere than on land occupied by you or on crops owned by you on that land except where such liability is required to be covered by the Road Traffic Acts;
 8. all loss, damage, death or bodily injury caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance except where such liability is required to be covered by the Road Traffic Acts. For the purposes of this exception pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere;
 9. all loss damage death or bodily injury while your vehicle is being used in that part of an aerodrome or airport provided for the take-off or landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas, and those parts of passenger terminals which come within the Customs examination area except where such liability is required to be covered by the Road Traffic Acts;
 10. any consequence whatsoever resulting directly or indirectly from or in connection with terrorism regardless of any other contributory cause or event except where such liability is required to be covered by the Road Traffic Acts.
 11. any claim where Your vehicle is an Automated Vehicle and at the time of an accident is being driven or used in Automated Driving Mode and You or any other person entitled to indemnity under this policy:
 - (a) has made, or has permitted alterations to any Software which relates to functioning of the vehicle as an Automated Vehicle, except those made available by and/or approved by the vehicle manufacturer
 - (b) has failed to install or to permit the installation of any Safety Critical Software updates relating to the functioning of the vehicle as an Automated Vehicle which You or a driver permitted by You ought reasonably to have known that failure to install such software could compromise the safety of the vehicle
 - (c) ought reasonably to know or to reasonably assess that it was not appropriate to do so.

The limit of indemnity in respect of such legal fees, expenses and costs is:

Health and Safety at Work etc Act 1974 and Health and Safety at Work (Northern Ireland) Order 1978 – £100,000;

Corporate Manslaughter and Corporate Homicide Act 2007 – Unlimited.

Cross liabilities

Where there is more than one insured person named in your schedule, cover will operate for each one as if they are the only insured person covered under this policy, but the total liability of the insurer for all compensation payable in respect of damage to third party property shall not exceed:

- i. £20,000,000 where your vehicle is a private car
- ii. £5,000,000 in respect of all other vehicles

in respect of any claim or a series consequent on one original cause.

Application of indemnity limits

In the event of an accident involving payment by us to more than one person any limitation by the terms of this policy or any clause relating to the maximum amount payable shall apply to the aggregate amount of payments to all such persons and your liability shall be settled in priority.

Exceptions to Section 2

We shall not be liable in respect of:

1. any claim if any person indemnified under this section fails to observe the terms, exceptions and conditions of this policy as far as they apply, or if they are entitled to claim payment of indemnity under any other policy;
2. death or bodily injury to an employee of the person indemnified which arises out of the course of such employment except where such liability is required to be covered by the Road Traffic Acts;
3. loss or damage to property:
 - i. belonging to or in the care of anyone we indemnify who claims under this section;
 - ii. being conveyed by your vehicle (except where your vehicle is a private car);
4. loss, damage, death or bodily injury caused or arising beyond the limits of any carriageway or thoroughfare in connection with anyone other than the driver or attendant of your vehicle either bringing a load to your vehicle for loading on to it or taking a load away from your vehicle having unloaded it;

Additional Covers

Even more protection with your policy.

Section 3

Indemnity to principals

Where your vehicle is being used in connection with contract work on behalf of a principal we will under the terms of Section 2 indemnify the principal in respect of compensation they are legally liable to pay arising from such use provided that:

- you would have been able to claim under the policy had the claim been made against you; and
- you have arranged with the principal for the conduct and control by us of all claims for which
- we may be liable under this section.

Exceptions to Section 3

We shall not be liable in respect of:

1. death or bodily injury to any person employed by the principal arising out of or in the course of their employment;
2. any amount payable by the principal under any agreement which would not have been payable in the absence of such an agreement;
3. bodily injury to the principal for any amount you would not have to pay but for such an agreement;
4. damage to property belonging to or held in trust by or in the custody or control of the principal for any sum which exceeds the amount required to indemnify the principal;
5. liquidated damages or damages incurred under any penalty clause.

Section 4

Medical expenses

If you or any other occupant of your vehicle is injured as a direct result of your vehicle being involved in an accident we will pay for the medical expenses in connection with such injury up to a maximum sum of £500 in respect of each person injured.

Section 5

Personal belongings

We will pay you (or at your request, the owner) for loss or damage to personal belongings caused by fire, theft or accidental means while they are in or on your vehicle. The maximum amount payable for any one incident is £500.

When an amount is payable to any person other than you, we may make such payment directly to that other person and their receipt shall be a full discharge to us.

Exceptions to Section 5

We will not pay for:

1. money, stamps, tickets, documents or securities;
2. goods or samples carried in connection with any trade or business;
3. tools of trade, ropes or tarpaulins;

Section 6

Trailers – attached and detached

Attached trailers

The cover applicable to your vehicle shall also apply to any trailer attached or connected to your vehicle for the purposes of being operated or drawn.

Detached trailers

Where your vehicle is a private car or goods-carrying vehicle the cover will also apply to any trailer:

- a. owned by you or hired to you under a hire purchase agreement or leased or rented to you for a period of not less than three months; or
- b. in your custody or under your control while detached from your vehicle.

You will have to pay the first £500 of any theft claim.

Attachments

Where your vehicle is a special types vehicle the cover will also apply to any attachment while attached to or detached from your vehicle.

Contingent liability cover for your trailers

We will indemnify you under the terms of Section 2 in respect of any trailer owned by you or hired to you under a hire purchase agreement while it is not in your custody or control, but not if there is any other existing insurance covering the same liability.

Exceptions to Section 6

We will not pay:

1. if any trailer or disabled mechanically-propelled vehicle is being towed otherwise than in accordance with the law;
2. for loss or damage to property being carried in or on any trailer or disabled mechanically-propelled vehicle;
3. under Section 2 for any loss or damage arising from the operation of any plant permanently attached to and forming part of your trailer (other than any lifting device for self-loading) as a tool except where such liability is required to be covered by the Road Traffic Act;

Section 7

Continental use/Compulsory insurance requirements

In addition to providing cover within the territorial limits, this policy in compliance with EU Directives also provides the necessary cover to meet the laws on compulsory insurance of motor vehicles in:

- any other country which is a member of the European Union; and
- any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 8 of EC Directive 2009/103/EC relating to civil liabilities arising out of the use of motor vehicles.

The level of cover provided will be the minimum required to comply with the laws on the compulsory insurance of motor vehicles of the country in which the accident occurs. Where the accident occurs in another EU Member State, if the minimum cover required by the laws of Great Britain is wider than that of such EU Member State, the level of cover provided will be that applicable in Great Britain.

If you take your vehicle abroad – outside the territorial limits

The cover provided by this policy applies to your vehicle for which a green card and a foreign use endorsement have been issued. Cover is effective for the period specified in the green card.

Additional covers

Where your vehicle is being used within the territorial limits or in any country for which we have issued you with a green card, the following covers also apply:

1. the transit of your vehicle, including loading and unloading, between the countries specified, provided such transit is of not more than 65 hours; and/or
2. reimbursement of any customs duty you may have to pay on your vehicle after its temporary importation into any of the countries specified, subject to your liability arising as a direct result of any loss of or damage to your vehicle which is covered under Section 1; and/or
3. general average contributions, salvage and sue and labour charges while your vehicle is being transported by sea between any of the countries specified provided that loss of or damage to your vehicle is covered under Section 1.

Section 8

Unauthorised use or driving

Other than as stated in General exceptions 1.a. and 1.b. we will in the terms of Section 2 indemnify you while your vehicle is being driven or used other than in accordance with the terms of the certificate of motor insurance.

Section 9

Unlicensed drivers

Any requirements of this policy or the certificate of motor insurance that the person driving must hold or have held a licence to drive does not apply when a licence is not required by law. The terms of this policy and the certificate of motor insurance will otherwise apply.

Section 10

Emergency treatment

We will reimburse any person using your vehicle for payments made under the Road Traffic Acts for emergency medical treatment.

Section 11

Contingent liability

We will indemnify you in the terms of Section 2:

- a. while any motor vehicle not belonging to you nor hired, leased or lent to you is being used in connection with your business by any person in your employment;
- b. while any motor vehicle hired in by you is being used in connection with your business by any hired-in driver.

Exceptions to Section 11

This section does not apply:

1. in respect of loss or damage to such vehicle or property being carried in or on it;
2. if there is any other existing insurance covering the same liability.

Section 12

Vehicles laid up and out of use

(at the commencement of the period of insurance)

1. Fire and Theft
Where your vehicle is laid up and out of use at the commencement of the period of insurance, all cover provided by this policy will be of no effect other than for loss or damage by fire or theft provided your vehicle is kept in a locked private or public garage or in a compound surrounded by secure perimeter walls and/or fences.
2. Fire, Theft and Accidental Damage
In addition and subject to the terms of subsection 1 above your vehicle is also covered in respect of accidental damage.

Exceptions to Section 12

We will not pay for:

1. loss of use, depreciation, wear and tear;
2. mechanical, electrical or electronic failure, breakdown or breakage;
3. computer and equipment failure or malfunction;
4. loss or damage directly arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed;
5. loss of value following repair;
6. loss or damage arising from theft while the ignition keys of your vehicle have been left in or on your vehicle;
7. loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.

Section 13

Replacement locks

Where your vehicle is a private car or a goods-carrying vehicle, if the ignition keys are lost or stolen we will pay the cost of replacing the:

- a. affected locks;
- b. lock transmitter and central locking interface;
- c. affected parts of the alarm and/or immobiliser

provided that you can establish to our satisfaction that the identity or garaging address of your vehicle is known to any person who is in possession of your ignition keys.

Section 14

Personal accident cover

If you or the driver of your vehicle suffers accidental bodily injury in direct connection with your vehicle within the territorial limits, we will pay to the injured person £5,000 if, within three months of the accident, the bodily injury is the sole cause of:

- death;
- irrecoverable loss of sight in one or both eyes;
- loss of any limb.

The most we will pay to any one person after any accident is £5,000.

The most we will pay any one person during any one period of insurance is £10,000.

If you or the driver of your vehicle have any other policies with us in respect of any other motor vehicles, you or that person will only be able to obtain compensation for injuries under one policy.

Exceptions to Section 14

We will not pay for

death or bodily injury arising from suicide or attempted suicide.

Section 15

Child seat cover

If you have a child seat fitted in your vehicle and your vehicle is involved in an accident or damaged following fire or theft we will contribute up to £100 per child seat towards the cost of a replacement even if there is no apparent damage, subject to you making a claim under Section 1 of your policy.

Section 16

Payment for court attendance

If, at our request, you or any director, partner or employee of yours attend court as a witness in connection with a claim in respect of which you are entitled to indemnity under the policy, We will pay you:

- i. £500 per day for you or any director or partner that attends court,
- ii. £250 per day for each employee that attends court.

Section 17

Psychological intervention

This section only applies where cover on your vehicle is Comprehensive.

Where your vehicle is involved in an accident for which indemnity is provided under this policy, we will pay for you or any occupant of your vehicle to receive psychological support or treatment from a clinician, with a suitable qualification from the British Psychological Society and appointed by us if, in the professional opinion of such qualified clinician, such support or treatment would aid your or such occupant's recovery.

The most we will pay per incident is £1,200. Psychological support or treatment will end once, in the professional opinion of the qualified clinician, you or such occupant have recovered or the limit under this section has been reached, whichever happens first.

Exception to Section 17

We will not pay for

any psychological support or treatment for any psychological condition or illness which existed prior to the accident.

Section 18

Physiotherapy cover

This section only applies where cover on your vehicle is Comprehensive.

If you or any other occupant of your vehicle are injured as a direct result of your vehicle being involved in an accident, we will pay for treatment from a chartered physiotherapist appointed by us if, in the professional opinion of such chartered physiotherapist, such treatment would aid your or such occupant's recovery.

The most we will pay for each injured person is £400.

Physiotherapy will end once, in the professional opinion of the chartered physiotherapist, the person has recovered from their injury or the limit under this section has been reached, whichever happens first.

Section 19

Motor Legal Expenses

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf **We** act.

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises.

Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than (a) **Our Standard Advisers' Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs regime, whichever is the lower amount.

The **Insurer** agrees to indemnify **You** in consideration of the **Premium** paid or to be paid subject to the following terms, conditions and exclusions of this policy.

This insurance covers **Advisers' Costs** incurred in a **Legal Action** up to the **Maximum Amount Payable** where:-

- (a) The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial limits**; and
- (b) The **Legal Action** takes place in the **Territorial limits**.

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

IMPORTANT CONDITIONS

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

Prospects of Success

There must be more a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not a 51% or greater chance of success then **We** may decline or discontinue support for **Your** case.

Proportional Costs

An estimate of the **Advisers' Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Advisers' Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

Duty of Disclosure

Consumer

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

Non-Consumer

If this policy covers **Your** business, trade or professional interests, **You** are responsible for disclosing, in a clear, accessible and comprehensive way, all information which **you** should be aware would influence the **Insurer's** decision to provide insurance to **You** on the terms agreed.

Suspension of Cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **Insurer** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

Cover

Personal Injury

What is insured

You are covered for **Advisers' Costs** to pursue damages claims arising from a **Road Traffic Accident** whilst **You** are in, boarding or alighting the **Vehicle** against those whose negligence has caused **Your** injury or death.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the Legal Action in full or in part.

What is not insured:-

Claims

- a) Relating to an agreement you have entered into with another person or organisation.
- b) For stress, psychological or emotional injury unless it arises from **You** suffering physical injury

Uninsured Loss Recovery

What is insured

You are covered for **Advisers' Costs** to pursue damages claims arising from a **Road Traffic Accident** against those whose negligence has caused **You** to suffer loss of Your insurance policy excess or other out of pocket expenses.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims court limit, the Adviser must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will be covered subject to the conditions applicable to this insurance.

What is not insured:-

Claims

Relating to an agreement **you** have entered into with another person or organisation.

For Applications for payment to the Motor Insurers Bureau under the Untraced Driver's Agreement, or Uninsured Driver's Agreement or any future agreements funded by the Motor Insurers Bureau.

Motor Prosecution Defence

What is insured

You are covered for **Advisers' Costs** to defend motoring prosecutions in respect of an offence, punishable by penalty endorsement only, arising from **Your** use of the **Vehicle**. Pleas in mitigation are covered where there is a 51% or greater prospect of such a plea materially affecting the likely outcome.

What is not insured:-

Claims

- a) For alleged road traffic offences where **You** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving or being in control of the **Vehicle** whilst under the influence of alcohol or non-prescribed drugs, or prescription medication where **You** have been advised by a medical professional not to drive.
- b) For **Advisers' Costs** where **You** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy

- c) For parking offences for which **You** do not get penalty points on **Your** licence
- d) For motoring prosecutions where **Your** motor insurers have agreed to provide **Your** legal defence

Definitions

You/Your

Uninsured Loss Recovery & Personal Injury: The person responsible for insuring the **Vehicle** declared to Us and the authorised driver.

Motor Prosecution Defence: The person responsible for insuring the **Vehicle** declared to **Us**.

Period of Insurance

The **Period of Insurance** declared to and accepted by **Us**, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

Premium

The **Premium** paid by **You** for this policy.

Road Traffic Accident

A traffic accident in the **Territorial Limits** involving the Insured **Vehicle** occurring during the **Period of Insurance** on a public highway or on a private road or other public place for which **You** are not at fault and for which another party is at fault.

Territorial limits

The United Kingdom, the Channel Islands and the Isle of Man.

Advisers' Costs

Reasonable legal fees and disbursements incurred by the **Adviser** or other legal representative with **Our** prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against **You** and paid on the standard basis of assessment.

Standard Advisers' Costs

The level of **Advisers' Costs** that would normally be incurred by the **Insurer** in using a nominated **Adviser** of **Our** choice.

Legal Action

The pursuit of civil proceedings and appeals against judgement following a **Road Traffic Accident** involving the **Vehicle**; the defence of criminal motoring prosecutions in relation to the **Vehicle**.

Court Proceedings

The Service of **Court Proceedings**

Maximum Amount Payable

The **Maximum Amount Payable** in respect of an **Insured Event** which is:

Uninsured Loss Recovery and Personal Injury:

£100,000

Motor Prosecution Defence: £20,000

Insured Event

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **Insured Event** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time.

Vehicle

The **Vehicle** declared to **Us** including a caravan or trailer whilst attached.

We/Us/Our

Arc Legal Assistance Ltd who administer this insurance on behalf of the **Insurer**.

Adviser

The panel solicitor or their agents appointed by **Us** to act for **You**, or, and subject to **Our** agreement, where **Court Proceedings** have been issued or a conflict of interest arises, another legal adviser nominated by **You**.

Insurer

AmTrust Europe Limited.

Conditional Fee Agreement

If **You** are resident in the United Kingdom, a separate agreement between **You** and the **Adviser**, which waives the **Adviser's** professional fees if **Your** claim for damages is unsuccessful or waives any shortfall in the professional fees the **Adviser** is able to recover.

Collective Conditional Fee Agreement

If **You** are resident in the United Kingdom, a separate agreement between the **Adviser** and **Us**, which waives the **Adviser's** professional fees if **Your** claim for damages is unsuccessful or waives any shortfall in professional fees the **Adviser** is able to recover.

Small Claims Track Limit

If **You** are resident in England or Wales, the most they can claim in the small claims track of the County Court in England and Wales.

Conflict of Interest

There is a **Conflict of Interest** if **We** administer and / or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

Data Protection Legislation

The relevant **Data Protection Legislation** in force within the **Territorial Limits** where this cover applies at the time of the **Insured Event**.

Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract

Exclusions

1) There is no cover:-

- a) Where the **Insured Event** began to occur or had occurred before **You** purchased this insurance.
- b) Where **You** fail to give proper instructions to **Us** or the **Adviser** or respond to a request for information or attendance by the **Adviser** within a reasonable period of time.
- c) Where an estimate of the **Advisers' Costs** is greater than the amount in dispute
- d) Where **Your** act or omission prejudices **Yours**, or the **Insurer's** position in connection with the **Legal Action**.
- e) Where **Advisers' Costs** have not been agreed in advance or exceed those for which **We** have given **Our** prior written approval.
- f) For **Advisers' costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
- g) For the amount of **Advisers' Costs** in excess of **Our Standard Advisers' Costs** where **You** have elected to use an **Adviser** of **Your** own choice.
- h) Where **You** have alternative legal expenses cover.
- i) For claims made by or against the **Insurer, Us** or the **Adviser**.
- j) For any claim where at the time of the **Insured Event**, **You** were disqualified from driving did not hold a licence to drive or the **Vehicle** did not have a valid MOT certificate, procure valid vehicle tax or Road Fund Licence or comply with any laws relating to its ownership or use.
- k) Arising from an allegation of a deliberate criminal act (including an allegation of violence) or omission by **You**.
- l) Where **Your** motor insurers repudiate the motor insurance policy or refuse indemnity.
- m) For any claim arising from racing, rallies, competitions or trials.
- n) For **Advisers' Costs** beyond those for which **We** have given **Our** prior written approval.
- o) For an application for Judicial Review.
- p) For appeals without the prior written consent of **Us**.
- q) Prior to the issue of **Court Proceedings**, for the costs of any legal representative other

than those of the **Adviser** unless a **Conflict of Interest** arises.

- r) For **Advisers' costs** incurred in claims relating to the amount of **Advisers' Costs**.
- s) For any **Legal Action** that **We** reasonably believe to be false, fraudulent, exaggerated or where **You** have made misrepresentations to the **Adviser**.
- t) For **Advisers' Costs** incurred in Part 8 Costs Proceedings under the Civil Procedure Rules
- u) For **Advisers' Costs** where the member is entitled to a grant of legal aid from the Legal Services Commission, or where funding is available from another public body, a trade union, employer or any other insurance policy
- v) For **Your** solicitors own costs where **Your** claim is being pursued under a **Conditional Fee Agreement**
- w) Where **You** should have reasonably realised when purchasing this insurance that a claim under this insurance might occur
- x) For motoring prosecutions where **Your** motor insurers have agreed to provide **Your** legal defence
- y) For claims involving a novel point of law

2) Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any Right or remedy of a Third Party which exists or is available other than by virtue of this Act.

Conditions

1) Claims

- a) **You** must notify claims as soon as possible within 180 days of the **Insured Event**.
- b) **We** shall appoint the **Adviser** to act on **Your** behalf.
- c) **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the **Legal Action**.
- d) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If **Court Proceedings** are required or a **Conflict of Interest** arises, and **You** wish to nominate an **Adviser** to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must:-
 - i) Confirm in writing that he will enable **You** to comply with **Your** obligations under this insurance.

- ii) Agree with Us the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an alternative adviser and this nomination shall be binding.
- e) The **Adviser** will:-
 - i) Provide a detailed assessment of **Your** prospects of success including the prospects of enforcing any judgement obtained without charge.
 - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - iii) Keep **Us** regularly advised of **Adviser's costs** incurred.
 - iv) Advise **Us** of any offers to settle and payments in to court. If contrary to **Our** advice such offers or payments are not accepted there shall be no further cover for legal costs unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - vi) Attempt recovery of costs from any third parties.
 - vii) Agree with **Us** not to submit a bill for **Adviser's costs** to the **Insurer** until conclusion of the **Legal Action**.
- f) In the event of a dispute arising as to costs We may require **You** to change **Adviser**.
- g) The **Insurer** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- h) **You** shall supply all information requested by the **Adviser** and **Us**.
- i) **You** are liable for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid by **Us** will be reimbursed by **You**.
- j) **We** may require the **Adviser** to enter into a **Conditional Fee Agreement** (as regulated by The Conditional Fee Agreements (Revocation) Regulations 2005) with **You**.

2) Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **Your** interests

3) Proportionality

We will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

4) Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

5) Disclosure Breach

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:

- a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known

6) Fraud

In the event of fraud, **We**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
- d) Will no longer be liable to **You** in any regard after the fraudulent act.

7) Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

8) Cancellation

You may cancel this insurance at any time by writing to and providing fourteen days written notice to **Your** insurance adviser.

Your insurance adviser or **Us** may cancel the insurance by giving fourteen days' notice in writing to **You** at the address shown on the schedule, unless otherwise a change of address has been notified to **Your** insurance adviser. No refund of **Premium** shall be made.

We will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- a) Where **We** have a reasonable suspicion of fraud
- b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- c) Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information

9) English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

10) Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

To Make a Claim

Uninsured Loss Recovery & Personal Injury

You should call **0344 844 0892** to report a claim. Details of **Your** claim will be passed to the **Adviser** who will contact **You** to discuss any uninsured loss or personal injury claims or any assistance **You** require in relation to a hire car or Vehicle repairs.

Motor Prosecution Defence

You should telephone **0344 770 1040** helpline number to obtain advice and request a claim form. Alternatively, **You** can submit a claim form online by visiting www.arclegal.co.uk/informationcentre. Upon return of a completed claim form **We** will assess the claim and if covered, send details to the **Adviser** who will then contact **You** directly.

Unless a **Conflict of Interest** arises **You** are not covered for legal fees incurred before **Court Proceedings** are issued unless **You** use **Our** panel solicitor or their agents which **We** will appoint to act for **You**.

Privacy and Data Protection Notice

1) Data Protection

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit www.arclegal.co.uk

2) How We Use Your Personal Data and Who We Share it With

We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

3) Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** Privacy Statement, which is available to view on the website address detailed above.

4) Disclosure of Your Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5) Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

6) Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact **The Data Protection Officer**, please see website for full address details.

Customer Service

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

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After eight weeks, if **You** are not satisfied with the delay, **You** may refer the matter to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us**, or before **We** have investigated the complaint if both parties agree.

Arc's contact details are:

Arc Legal Assistance Ltd
P O Box 8921
Colchester
CO4 5YD
Tel **01206 615000**
Email **customerservice@arclegal.co.uk**

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel **08000 234567**
Email **complaint.info@financial-ombudsman.org.uk**

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If **We** fail to carry out **Our** responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at **www.fscs.org.uk** or by phone on **0800 678 1100** or **020 7741 4100**

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website **www.fca.org.uk/register** or by contacting the Financial Conduct Authority on **0800 111 6768**.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at **www.fca.org.uk**.

General Exceptions

Your policy does not cover the following:

1. any accident, bodily injury, loss or damage while any vehicle insured under this policy is being:
 - a. used or driven other than in accordance with the terms of your certificate of motor insurance;
 - b. driven by or is in the charge of any person for the purposes of being driven who:
 - i. does not have a licence to drive your vehicle, has never held one or is disqualified from holding or obtaining such a licence;
 - ii. is not complying with the terms and conditions of the licence;
 - iii. does not have the appropriate licence for the type of vehicle.

We will not withdraw this cover:

- i. while your vehicle is in the custody or control of a member of the motor trade for the purposes of maintenance or repair, or an employee of a hotel or restaurant or car parking service for the sole purpose of parking;
 - ii. if the accident, bodily injury, loss or damage was caused as a result of the theft of your vehicle;
 - iii. if the person driving does not have a driving licence and you had no knowledge of such deficiency;
2. any liability you have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist, except as provided under Section 3;
 3.
 - a. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever or any consequential loss;
 - b. any legal liability of any nature directly or indirectly caused by or contributed to by or arising from:
 - i. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 4. any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:
 - i. war, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
 - ii. any action taken in controlling, preventing, suppressing or in any way relating to i. above except where such liability is required by the Road Traffic Acts.
- (5) any consequence whatsoever which is directly or indirectly, wholly or in part, the result of, caused by, arising from or in connection with any Cyber Act except to the extent that We must provide cover under The Road Traffic Acts.

- (6) any consequence whatsoever resulting directly or indirectly from or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data except to the extent that We must provide cover under The Road Traffic Acts.

General Conditions

Our claims procedure

1. As soon as reasonably possible after any accident, loss or damage, you or your legal personal representatives must telephone us giving full details of the incident. Any communication you receive about that incident should be sent to us immediately. You or your legal personal representatives must let us know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest or a fatal accident inquiry.
2. You or anyone else claiming under this policy must not admit to any claim, promise any payment or refuse any claim without our written consent. If we want to, we can take over and conduct in your name or that of the person claiming under the policy the defence or settlement of any claim or take proceedings for our own benefit to recover any payment we have made under this policy. We shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give us all the information, documents and assistance we require to enable any claim to be validated for us to achieve a settlement.
3. Where there is a claim, or a number of claims arising out of one incident, and this relates to payment for liability for damage to property, we may, at any time, pay you the full amount we are required to pay under the policy (less any sums we have already paid in compensation) or, any lesser amount for which such claims can be settled and, having done so, relinquish the conduct and control of such claim(s) and be under no further liability for them. We will, however be liable for the payment of costs and expenses of litigation, recoverable or incurred, in respect of matters prior to the date of such payment.

Cancellation

4. a. You may cancel this policy at any time after the date We have received the premium, by providing 7 days notice in writing to Us.
b. If there is a default under your credit agreement, arranged through your broker or Q underwriting, which finances this policy, we, or any agent appointed by us and acting with our specific authority may cancel this policy by providing notice in writing to you in accordance with the default termination provisions set out in your credit agreement, arranged through your broker or Q Underwriting.

If your policy is cancelled under (a) or (b) above and provided that there have been no:

- (i) claim(s) made under the policy for which we have made a payment
- (ii) claim(s) made under the policy which are still under consideration
- (iii) incident(s) which you are aware of and are likely to give rise to a claim which has already been or is yet to be reported to us

during the current period of insurance we may, at our discretion, refund to you the premium for the period we have been insuring you based on our short period rates when refunding any balance

Time on risk charges and returns on cancellation are calculated at the following proportions of the annual premium.

One month	25%	Six months.	70%
Two months	30%	Seven months	80%
Three months	40%	Eight months	90%
Four months	50%	Over eight months	100%
Five months	60%		

After the first year any refund to you will be a proportionate part of the premium for the unexpired period

- (c) Where there is no credit agreement, arranged through your broker or Q Underwriting to finance this policy, we will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by us to your last known address.
- (d) We may also cancel this policy at any time by sending not less than 7 days notice in writing to Your last known address. We will refund a proportionate part of the premium for the unexpired period provided that there have been no
 - (i) claim(s) made under the policy for which We have made a payment,
 - (ii) claim(s) made under the policy which are still under consideration,
 - (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Usduring the current Period of Insurance.

Other insurance

5. If at the time any claim arises under this policy there is any other insurance policy covering the same loss damage or liability, we will only pay our share of the claim. This provision will not place any obligation upon us to accept any liability under Sections 2 or 11 of the policy which we would otherwise be entitled to exclude under Exception 1. to Section 2 and Exception 2. to Section 11.

Premium adjustment

6. Before the commencement of any period of insurance you will provide us with a schedule (in the form required) of all motor vehicles (and trailers if specific trailers are covered under this policy) covered under the definition of your vehicle contained in the definition of terms in this policy. You will immediately provide us with details of motor vehicles (and trailers if specific trailers are covered under this policy) that you subsequently acquire or dispose of and in respect of these details you will pay us an additional premium or receive from us a refund calculated as agreed.

Motor Insurance Database supply of vehicle details

You will immediately provide us with relevant details of all motor vehicles the use of which is covered by this policy as required by the relevant law applicable in Great Britain and Northern Ireland for entry onto the Motor Insurance Database

Your duty to prevent loss or damage

7. You must at all times:
- (a) take all reasonable steps to safeguard Your vehicle from damage
 - (b) maintain Your vehicle in a roadworthy condition
 - (c) allow Us free access to examine Your vehicle
 - (d) maintain any Advanced Driver Assisted Systems and their components in accordance with the original vehicle manufacturers technical specifications
 - (e) take reasonable steps to ensure that any Advanced Driver Assisted Systems are in full working order following an incident involving Your vehicle where You or any other person entitled to indemnity under this policy knew or should reasonably suspect that the functionality of such systems may have been compromised or become ineffective
 - (f) install any Safety Critical Software updates made available by and/or approved by, the original vehicle manufacturer of Your vehicle that You, the driver or any occupant of Your vehicle ought to reasonably be aware of
 - (g) only ever modify, install, or permit the installation or alteration of the vehicle's Software that is made available by and/or approved by the original vehicle manufacturer of Your vehicle.

Arbitration

8. Where we have accepted a claim and there is a disagreement over the amount to be paid, the dispute must be referred to an arbitrator to be agreed between you and us in accordance with the law at the time. When this happens a decision must be made before you can take any legal action against us.

Non Disclosure, Misrepresentation or Misdescription

- 10a. Before this policy was entered into
If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:
- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
 - where the breach was neither deliberate nor reckless, and but for the breach:
 - We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
 - We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
 - We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

- 10b. Before a variation was agreed
If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:
- where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
 - where the breach was neither deliberate nor reckless, and but for the breach:
 - We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
 - We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or
 - We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

Fraud

11. If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:
- (1) refuse to pay the claim,
 - (2) recover from You any sums paid by Us to You in respect of the claim,
 - (3) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided),
- (3) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

Payments made under compulsory insurance regulations and rights of recovery

12. If the law in any country in which this policy operates requires us to settle a claim which, if this law had not existed, we would not be obliged to pay, we reserve the right to recover such payments from you or from the person who incurred the liability.

Subjectivity

13. The policy, the application or any statement of fact made by you, any clauses endorsed on the policy, the schedule and the certificate of motor insurance, form the contract of insurance between you, the policyholder, and us, Aviva. We will clearly state if the cover provided by the policy is subject to you:
 - a. providing us with any additional information requested by the required date(s);
 - b. completing any actions agreed between you and us by the required date(s);
 - c. allowing us to complete any actions agreed between you and us.completion of these requirements (or if they are not completed by the required dates), we may, at our option:
 - a. modify your premium;
 - b. issue a mid-term amendment to your policy terms and conditions;
 - c. require you to make alterations to the risk insured by the required date(s);
 - d. exercise our right to cancel your policy;
 - e. leave the policy terms and conditions, and your premium, unaltered.

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

Our requirements and decisions will take effect from the date(s) specified unless and until we agree otherwise in writing. If you disagree with our requirements and/or decisions, we will consider your comments and where we consider appropriate, will continue to negotiate with you to resolve the matter to your and our satisfaction.

In the event that the matter cannot be resolved:

- i. you have the right to cancel this policy from a date agreed by you and us and, providing no claims have been made, we will refund part of the premium in accordance with the short period scale shown in the cancellation section when cancellation occurs within one year of the policy inception
- ii. we may, at our option, exercise our right under the policy cancellation condition.

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

The above conditions do not affect our right to void the policy if we discover information material to our acceptance of the risk.

Car sharing and insurance applicable only in respect of private cars

If you receive financial contributions in respect of the carriage of passengers on a journey in your private car as part of a car-sharing arrangement we will not regard this as being the carriage of passengers for hire or reward (or the use of the vehicle for hiring).

This section does not apply if the:

- a. vehicle is constructed or adapted to carry more than eight passengers (excluding the driver);
- b. passengers are being carried in the course of a business of carrying passengers;
- c. total contributions received for the journey concerned involve an element of profit.

Important note

If your private car is used under a car-sharing arrangement and there is any doubt as to whether this arrangement is covered by the terms of your policy you should immediately contact us for confirmation.

Complaints Procedure

Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect, we welcome your feedback.

We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser or alternatively write to

Q underwriting, 40 Cathedral Road, Cardiff CF11 9LL or telephone us on **02920 301030**

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:
The Financial Ombudsman Service
Exchange Tower, London E14 9SR

Telephone:

0800 023 4567 (calls from UK landlines and mobiles are free) or **0300 123 9123**

Or simply log on to their website at

www.financial-ombudsman.org.uk.

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website **www.fscs.org.uk**.

Your Data

To see how **Q underwriting** use your personal data, see our Privacy Notice www.Qunderwriting.com/privacy

To see how **Aviva** use your personal data, see their Privacy Notice www.aviva.co.uk/privacypolicy

