

# Motor Fleet Insurance (previously Fleet Plus) Policy Summary

Underwritten by a member of the QBE Insurance Group (QBE/us). Details provided below.

## Your policy

Unless stated otherwise, this insurance is an annual contract and it may be renewed at the end of each policy year on the basis of the terms and conditions applicable upon renewal. **For full details of the start date and end date of the policy, you should read the policy schedule.**

This document provides only a summary of the main benefits your insurance policy. An outline of the policy's significant features and benefits are set out below together with any significant exclusions or limitations. **For full details of all policy benefits and all terms you should read the policy.**

The policy is divided into a number of sections but not all of the sections may be operative as part of your insurance. **Please refer to your quotation or renewal documents for confirmation of the sections of cover selected.**

## Limit of indemnity, sub-limit of indemnity, territorial limits and jurisdictional limit

This insurance is subject to an overall limit of indemnity, as well as various limits and sub-limits of indemnity which form part of and are not in addition to the overall limit of indemnity unless stated otherwise. There are also territorial and jurisdictional limits which apply to specific sections of this policy. **Please refer to your policy and policy schedule for confirmation of the applicable limits and territorial and jurisdictional limits.**

## Excess or deductible

Some sections of the policy will carry an 'excess' or 'deductible' being the first amount of each claim or occurrence that you must pay and is not covered by your insurance. The amount(s) will be stated in your quotation or in the policy schedule.

## Conditions:

You must:

- a) make a fair presentation of your risk in proposing for this insurance, including making disclosure in a comprehensive and accurate manner;
- b) notify us of claims and circumstances that may become a claim as soon as practical but always within the time limitation(s) stated in the policy;
- c) notify us of any and all material changes to the declared business activity or insured risks if you require them to be covered by this insurance; and
- d) Comply with the general conditions and any specific conditions designed to reduce the risk of loss.

## Significant features and benefits:

Your policy includes the following features and benefits and exclusions or limitations, which are explained in detail in your policy document. Any additional endorsements applied to your policy, which may affect the cover provided, will be detailed on your policy schedule. The following is not an exhaustive list. **To fully understand the exclusions and limitations which apply, you should familiarise yourself with your policy wording.**

POLICY SECTION	SIGNIFICANT FEATURES AND BENEFITS AND APPLICABLE LIMITS	COMP	THIRD PARTY FIRE AND THEFT	THIRD PARTY ONLY	SIGNIFICANT EXCLUSIONS AND LIMITATIONS IN ADDITION TO GENERAL EXCLUSIONS
A	<p><b>Your legal liability to others:</b></p> <ul style="list-style-type: none"> <li>Your liability for death or bodily injury to third parties or damage to third party's property;</li> <li>Contingent liability cover;</li> <li>Indemnity to principals;</li> <li>Emergency medical treatment costs;</li> <li>At our option, the cost of defending any charge brought under the corporate manslaughter and Corporate Homicide Act 2007.</li> </ul>	✓	✓	✓	<ul style="list-style-type: none"> <li>Death or bodily injury of driver;</li> <li>Loading and unloading beyond the limits of the carriageway;</li> <li>Fines, penalties;</li> <li>loss or damage to your property;</li> <li>damage to a trailer being towed;</li> <li>Liability incurred where the vehicle is being used as a tool of trade (except for self-loading and self-unloading).</li> </ul> <p>Liability for third party property damage to is limited to:</p> <ul style="list-style-type: none"> <li>£20,000,000 in respect of a private car or motorcycle;</li> <li>£5,000,000 in respect of any other vehicle;</li> <li>with our prior written consent, £1,200,000 in respect of any vehicle for the carriage of hazardous goods.</li> </ul>
B	<p><b>Damage to your vehicle:</b></p> <ul style="list-style-type: none"> <li>Loss of or damage to your vehicle by accident, malicious damage, fire or theft;</li> <li>Recovery of your vehicle following an insured loss under this section to the nearest suitable repairer and the reasonable costs of redelivery following repair;</li> <li>Nil excess for glass damage where repaired rather than replaced.</li> <li>In the event of a total loss claim you may benefit from new for old replacement cover on cars, minibuses and commercial vehicles not exceeding 7.5T GVW.</li> </ul>	✓	✓	X	<ul style="list-style-type: none"> <li>The policy excess, including any additional excess applied for young and inexperienced drivers;</li> <li>Malicious damage caused by your employees;</li> <li>Excluded loss if vehicle used for carriage of hazardous goods without our prior consent;</li> <li>Damage to tyres, brakes and punctures;</li> <li>Theft or attempted theft if windows are left open or unlocked or if keys are left in or on the vehicle;</li> <li>£2,000,000 Limit of indemnity per occurrence or series of occurrences arising out of one event.</li> </ul>
D	<p><b>Trailer cover:</b></p> <p>Whilst the trailer is attached to your vehicle on the road or detached on your premises, your customers' premises or temporarily detached whilst in transit:</p> <ul style="list-style-type: none"> <li>Liability to third parties, and cover applicable to the motive unit. in respect of an accident involving trailers,</li> <li>Cover matching contingent liability for trailers</li> <li>Cover for attachments to special types where the total value is reflected in the schedule.</li> </ul>	✓	✓	✓	<ul style="list-style-type: none"> <li>Loss or damage to property conveyed on a trailer.</li> <li>Loss or damage in respect of exclusions stated <b>Section A – Your legal liability to others</b> and <b>Section B – Damage to your vehicle</b>.</li> </ul>

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POLICY SECTION	SIGNIFICANT FEATURES AND BENEFITS AND APPLICABLE LIMITS	COMP	THIRD PARTY FIRE AND THEFT	THIRD PARTY ONLY	SIGNIFICANT EXCLUSIONS AND LIMITATIONS IN ADDITION TO GENERAL EXCLUSIONS
E	<p><b>Unauthorised movement of third party vehicles:</b></p> <p>Liability arising from an accident whilst moving a vehicle that does not belong to you which is obstructing passage of your vehicle.</p>	✓	✓	✓	Movement of vehicles other than by you or your employees.
F	<p><b>Unauthorised use:</b></p> <p>Unauthorised use of your vehicle by your employees.</p>	✓	✓	✓	Failure to take precautions to ensure that your employees are made aware and comply with restrictions applicable to the use of your vehicle.
G	<p><b>Unlicensed driving:</b></p> <p>Liability, loss or damage if your vehicle is driven by an unlicensed driver where a licence is not required by law.</p>	✓	✓	✓	Loss or damage if the person driving is not driving with your permission and is not of an age to hold a licence.
H	<p><b>Loss of keys:</b></p> <p>Up to £1000 for replacement locks and the recoding of any alarms.</p>	✓	✓	✗	The policy excess applicable to <b>Section B – Damage to your vehicle.</b>
I	<p><b>Medical expenses:</b></p> <p>Medical expenses, up to the amount of £100 per person, for each complete 24 hour stay in hospital arising out of an accident involving your vehicle.</p>	✓	✗	✗	A cumulative limit of £1000 will apply for any one period of insurance.
J	<p><b>Personal effects:</b></p> <p>At your request, loss or damage to your personal effects up the amount of £300 per occupant of the vehicle.</p>	✓	✗	✗	<ul style="list-style-type: none"> <li>The first £50 of any loss or damage;</li> <li>Money, credit and debit cards, tickets, jewellery, audio equipment, documents, mobile phones, computers and tablets, samples, tools and trade goods;</li> <li>Loss where vehicle is not locked and secured.</li> </ul>
K	<p><b>Personal accident cover:</b></p> <p>At your request, personal accident benefits up to £5000 where a driver passenger is injured in direct connection with an accident involving an insured vehicle.</p>	✓	✗	✗	<ul style="list-style-type: none"> <li>Injury or death where self-harm, alcohol or drugs form a contributing factor;</li> <li>Further loss or injury to limb(s) or eye(s) defective prior to any accident.</li> </ul>
L	<p><b>Legal expenses:</b></p> <ul style="list-style-type: none"> <li>Your legal expenses if there are reasonable prospects of success against your opponent for damages arising from an accident involving your vehicle up to £100,000;</li> <li>Defence of criminal proceedings against you up to £100,000.</li> </ul>	✓	✓	✓	<p>Claims which:</p> <ul style="list-style-type: none"> <li>arise out of a contract for an event not covered by this policy;</li> <li>are reported more than 6 months after you knew of accident or proceedings;</li> <li>relate to parking offences, fines or penalties.</li> </ul>

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## General exclusions:

The following General exclusions apply to all sections of the policy:

- Loss, damage or liability arising from the presence of your vehicle at aircraft sites. Except where necessary to meet the requirements of compulsory motor insurance governing state airports;
- Contractual liability;
- Contribution towards a claim where another insurance is covering the same liability;
- Intentional damage or deliberate use of your vehicle to cause damage or injury;
- Nuclear hazards;
- Racing;
- Riot or civil commotion, terrorism and war;
- Use of your vehicle by a driver who does not hold a licence;
- Liability loss or damage resulting from the conveying of an unsafe load;
- Use of your vehicle not in accordance with the certificate of motor insurance or purpose specified in the schedule.

## Important Information:

### Insurance Act 2015

This policy has been amended to take account of the provisions of the Insurance Act 2015, and is intended to comply with them, unless otherwise stated by way of endorsement or in the schedule.

### Your right to cancel

Please ensure that the policy is suitable for your requirements since there are no rights of cancellation on your part. We may issue 7 days written notice of cancellation at any time by writing to your last known address when we will allow a pro rata refund of premium.

### Renewing your policy

If we are willing to invite renewal of the policy, we will use best endeavours to tell you at least 21 days before the expiry of the policy the premium and terms and conditions which will apply for the following year.

### Premium payment

You are liable to pay the premium as set out in the policy. **For full details of payment of premium and the duration of payments of premium you should read the policy and the schedule.**

### Other restrictions

Certain endorsements that might apply to your policy may restrict cover. **For full details you should read the policy documentation.**

### Claim notification

Should you wish to make a claim you must notify us as soon as practical on receipt of any claim, suit or becoming aware of circumstances that are likely to lead to a claim. You can report a claim by telephone on 0808 100 8181.

### Complaint procedure

**If for any reason, you are unhappy with the service provided or have cause for complaint you should initially contact the person who arranged the policy for you.**

If you wish to contact the insurer directly you can:

- a) e-mail: [CustomerRelations@uk.qbe.com](mailto:CustomerRelations@uk.qbe.com), write to Customer Relations, **QBE** European Operations, Plantation Place, 30 Fenchurch Street, London EC3M 3BD, or telephone 020 7105 5988; or
- b) where the insurer is or includes a Lloyd's syndicate, e-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com), write to Lloyd's Complaints, Fidentia House, Walter Burke Way, Chatham Maritime, Kent ME4 4RN, or telephone 020 7327 5693.

Please note that Lloyd's will consider a complaint only if you are considered to be an 'eligible complainant' by the Financial Ombudsman Service (FOS) – see below. In each case, you should quote the policy or claim reference.

A summary of the insurer's complaints handling procedure is available on request and will also be provided to you when acknowledging a complaint.

If you feel that your complaint has not been satisfactorily resolved, you may contact the FOS to review the complaint.

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To be an eligible complainant, you must be:

- a) a consumer;
- b) a micro-enterprise – a business that has an annual turnover of under €2million employing fewer than ten (10) employees;
- c) a charity with an annual income of less than £1million; or
- d) a trustee of a trust with net assets of less than £1million.

If eligible, you can contact the FOS via its website: <http://www.financial-ombudsman.org.uk/consumer/complaints.htm>, write to the FOS, Exchange Tower, London E14 9SR, or telephone 0300 123 9 123 or 0800 023 4567.

You must refer its complaint to the FOS (a) within six (6) months of the insurer's final response letter or (b) when the insurer has failed to resolve the issue within eight (8) weeks.

The FOS provides impartial advice free of charge and contacting them will not affect your legal ri

## Compensation

QBE is covered by the Financial Services Compensation Scheme. This provides compensation in case any of its members are unable, in specified circumstances, to meet any valid claims under their policies. Compensation for non-compulsory insurance will be paid at 90% with no upper limit and at 100% if the insurance is legally compulsory with no upper limit. Compensation is only available to commercial customers in limited circumstances

Further information can be obtained from QBE at the address below, or from the Financial Services Compensation Scheme at the following address: Financial Services Compensation Scheme; PO Box 300, Mitcheldean, GL171DY; or from their website (<http://www.fscs.org.uk/contact-us/>).

## The law and language applicable to the policy

The law of England and Wales will apply to this contract unless you and we agree otherwise. The language used in this policy and any communications relating to it will be English.

## Your insurer

Your quotation or renewal documentation will state the name of the licenced insurer within the QBE Insurance Group (QBE) that is providing your insurance cover.

## QBE European Operations

QBE European Operations is a private company limited by shares (company number 1761561) and is Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Registration Number 202842.

You may check these details by visiting the FCA's website: <http://www.fca.org.uk/> or by contacting the FCA on 0845 606 9966. In the event of a complaint please read the procedure above.

## Your insurer's Head Office

Your insurer's home state is the United Kingdom and its Head Office and registered address is: Plantation Place, 30 Fenchurch Street, London, EC3M 3BD, Tel: 020 7105 4000, Fax: 020 7105 4019. Registered in England No. 1761561. [enquiries@qbe-europe.com](mailto:enquiries@qbe-europe.com).

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## QBE European Operations

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