



QBE European Operations

# MiniFleet Plus. Giving you the advantage

Policy Terms

Made possible



# QBE: A name to trust in Commercial Motor Insurance

## QBE helps businesses build resilience through risk management and insurance.

With almost a century of insuring commercial vehicles, 50 years' experience in insuring bus and coach fleets, and 30 years as the UK leader in minibuss insurance, QBE is fully committed to the motor sector and proactively helping customers to manage risk and drive down claims. This approach has made QBE a name to trust in commercial motor insurance.

## Our claims commitment to you

When you buy an insurance policy, you're buying a promise to pay. At QBE, we take that promise seriously.

Our priority is getting customers back on track as fast as possible after suffering a loss. We look to settle claims fairly and promptly. We have an excellent record for paying claims. As one of the world's leading insurers, we have the financial strength and security to deliver on the promises we make.

In the event of a claim, we're committed to reducing vehicle downtime, controlling repair and car hire costs, and minimising business interruption. And if a claim is made against you, we do all that we can to reduce the costs involved and defend you robustly against fraudulent claims. Working together to reduce claims costs, we can reduce your premium spend.

## Need to claim? Report it early

If you have an incident and need to make an insurance claim, please report it to us as soon as possible, ideally the same day.

Reporting a claim early can save time and help you to receive any claim payments faster, as well as allowing us to help mitigate the cost of third-party claims.

After you've notified us you will benefit from our approved repair network, fixed labour rates, and a proactive parts management service which means that on average vehicles are back on the road up to seven days quicker than via non-approved repairers. Our service includes:

- Nationwide repair capability for all vehicle types
- Recovery of undriveable / unroadworthy vehicles
- Free collection and re-delivery of drivable vehicles up to a 30-mile radius
- Mobile repair service and Xpress one day repairs of minor / medium damage
- Preferential repair costs
- BS10125 certified repairers
- All repair work guaranteed for three years
- Online repair tracker via web portal

This is available to all customers. All that comprehensively insured customers will pay is any applicable excess and VAT. While your vehicle is being repaired, if you use our approved repairer network, we can arrange a courtesy car (category A or grade 1) subject to availability.

If you would like to speak to a member of our claim's relationship team, please use the email below and a member of the team will help guide you through our claims philosophy and discuss any queries you may have.

Email: [QBEclaimsrelationship@uk.qbe.com](mailto:QBEclaimsrelationship@uk.qbe.com)

## Risk Solutions

Managing a fleet of vehicles carries the risk of accidents, claims from third parties and possibly fraudulent claims. We can help you to identify and reduce these risks. We encourage you to take advantage of our:

- Free online QRisk self-assessment to help you be more prepared
- Driver training, driver assessor training, driver profiling and e-learning
- Collision investigation training
- Risk management articles and material

Please get in touch with us for more information on any of these and for your QRisk login details. Email: [QBEMotor.Risksolutions@uk.qbe.com](mailto:QBEMotor.Risksolutions@uk.qbe.com)

Also, if you're considering a new fleet management / telematics system or other services, we may be able to help save you some money. As a QBE customer you can benefit from discounted rates from our trusted suppliers across telematics, fleet management, driver behaviour, road safety and breakdown cover. Please ask us for more information.

## Mental Health

Mental health issues are the single biggest cause of workdays lost in the UK, accounting for approximately 57%, and costing businesses up to £45 billion a year in lost revenues.

To help businesses meet the mental health challenge, we have collaborated with renowned charity Mind and other trusted mental health providers to launch an organisational mental health self-assessment optimisation tool, unique in the insurance market.

## Keep up to date with our publications

We are obliged to contact you from time to time regarding the Motor Insurance Database (MID) and other regulatory matters.

In addition, we publish articles regularly on business continuity, resilience and managing risk. We invite you to read our latest articles and subscribe to receive notification of new ones at our website <https://qbeeurope.com/>

**Finally, as well as your vehicles, we can also insure most other business risks, so if you need any type of business insurance, please ask your broker about QBE business insurance.**

## Content

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# Policy guide

## Your policy

This **policy** is made up of:

- this document setting out **your** insurance together with conditions and exclusions;
- the **schedule** which details **your** insurance and limits of cover that apply, the particular **sections** **you** have purchased and any endorsements that may apply; and
- the **certificate of motor insurance** that provides evidence of insurance as required by law.

Together these documents form the **policy** and set out the scope of this insurance.

**Your policy** is a legal contract. Please read all parts carefully and if **you** require clarification of the terms, conditions and exclusions, please contact **your** broker.

If **your policy** is incorrect, please return it to **your** broker for alteration.

All headings within the **policy** are included in bold. Other than in the headings, words in bold carry specific meanings which are set out in the General Definitions.

Words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed to include any individual, company, partnership or other legal entity.

Any reference to legislation or regulations in this **policy** extends to apply to any re-enactment or replacement of such legislation or regulations and to any other legislation of similar intent if applicable.

## Navigation

Each **section** sets out the extent of cover, how **our** liability to **you** may be limited or excluded and other relevant terms and conditions applicable to that **section**.

Cover is provided only if the applicable **section** appears in the **schedule** and is subject to the terms, conditions, limitations, and exclusions of the **policy**. Certain terms apply to the whole **policy** and they are set out in:

- i. General Definitions.
- ii. General Exclusions.
- iii. Claims Conditions and Requirements.

iv. General Terms; and

v. How to Complain.

Unless expressly stated otherwise elsewhere in the **policy**, limits of indemnity and sub-limits of indemnity are set out in the **schedule** and operate in accordance with the relevant provisions in 'General Terms'.

## Premium Payment

**We** will insure **you** in accordance with and subject to the terms of this **policy**, in consideration of the payment to **us** of the premium set out in the **schedule** for the **period of insurance**.

Unless stated to the contrary in a separate agreement, if **you** do not pay any premium or premium instalment plus any applicable taxes/levies to **your** broker or **us**, **we** may give **you** written notice cancelling the **policy** with effect from 7<sup>th</sup> day after the notice has been served.

The **policy** will continue if the late premium instalment and any other remaining premium instalments are paid and accepted before the cancellation takes effect.

Without prejudice to other forms of service, notice of cancellation is deemed to be served on 3rd day after being posted if sent by pre-paid letter post properly addressed.

## How to make a claim

**We** pride **ourselves** on placing the effective management and handling of claims at the heart of **our** business. **Our** claims teams have the skills and expertise to ensure that all claims are processed effectively and in a timely manner.

Full claim notification procedures are contained within this **policy** wording. For ease of reference **our** dedicated claims team contact details are set out below:

Tel: **+44 (0)800 389 1708** Our claims line is open 24 hours a day, 365 days a year.

Email: [newclaim.motor@uk.qbe.com](mailto:newclaim.motor@uk.qbe.com)

**You must report all accidents involving your vehicle(s) to us as quickly as possible, regardless of blame.**

## General definitions

The following definitions apply to all **sections**:

### Accessory/Accessories

Means spare parts, audio equipment, multi-media equipment, communication equipment and satellite navigation equipment with no independent power source that are permanently fitted to **your vehicle** from first registration.

### Additional vehicle technology

Means any electronic devices in/on **your vehicle** with an independent power source including but not limited to dashcams, telematics equipment and driver coaching technology, which are designed to improve road safety, enhance driver assistance, reduce accident frequency or severity, and/or assist with the defence of claims.

### Advanced driver assistance systems (ADAS)

Means any integrated in-vehicle safety systems, including those which use vehicle sensors to aid the driving process and/or reduce accident frequency and severity.

### Certificate of motor insurance

Means the certificate required by law to evidence the existence of the minimum compulsory insurance which describes who may drive the **vehicle** and the purpose for which it may be used.

### Damage

Means any immediate and permanent loss of, or any visible tangible or physical breakage alteration or change to, the **vehicle** that impairs its value, usefulness or normal function and damage to or loss of software within a **vehicle computer system**.

### Excess

Means the first part of each and every claim for which **you** are responsible. If more than one **vehicle** is involved in the same incident, the **excess** shown in the **schedule** shall apply to each **vehicle** separately.

### Finance company

Means the company **you** entered into a finance agreement with for the payment of the whole premium or part premium to **us**.

### Hazardous goods

Means any goods of any nature and/or quantity that require carriage in accordance with the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009; the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations (Northern Ireland) 2010 and/or the 'Approved List of Dangerous

Substances' as published by the Health and Safety Executive.

### Licence

Means a legal permit to drive a vehicle as required by the laws of any territory to which this **policy** applies and appropriate to the category of the **vehicle** being driven. **Licence** includes any related Certificate of Professional Competency (CPC) or other concurrent permit of any description necessary to use and drive the vehicle.

### Market value

Means the cost of replacing **your vehicle** with one of a similar age, condition and history as determined by reference to vehicle value websites and publications.

### Nuclear hazards

Means:

- a) any ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; and
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### Period of insurance

Means the period shown in the **schedule**.

### Policy

Means the contract of insurance formed of the documents described in the 'Policy Guide'

### Private car

Means a **vehicle** (including its **accessories**, **advanced driver assistance systems** and **vehicle computer system**) which is a passenger carrying **vehicle** not exceeding eight (8) seats (excluding the driver) mentioned by description, category or registration mark in the **schedule**.

### Section

Means a section of the **policy**, or a sub-section of the **section**, that forms part of the insurance contract.

### Schedule

Means the document which details **your** insurance, limits of cover and any applicable endorsements.

### Territorial limits

Means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, including sea transit between ports in these areas including the processes of loading and unloading; the territories detailed in Section **C – European cover**.

## Terrorism

Means an activity that involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure or a threat thereof; and appears to be intended to:

- a) intimidate or coerce a civilian population;
- b) disrupt any segment of the economy of a government de jure or de facto, state, or country;
- c) overthrow, influence, or affect the conduct or policy of any government de jure or de facto by intimidation or coercion; or
- d) affect the conduct or policy of any government de jure or de facto by mass destruction, assassination, kidnapping or hostage-taking.

## Trailer

Means any articulated, semi-trailer or draw-bar trailer constructed and used for the primary purpose of being towed by a motor vehicle.

## Vehicle

Means any motor vehicle (including its **accessories, advanced driver assistance systems** and **vehicle computer system**) mentioned by description, category or registration mark in the **schedule** which is registered in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, unless otherwise agreed.

## Vehicle computer system

Means any computer software, middleware, firmware, program, hardware, electronic product or component, application, tool, code, script, interconnecting wiring, fixed disks and all components thereof, as well as any associated input and output device, data storage device, networking equipment, sensors, actuator, wireless communication device affecting the operation and running of the vehicle, with no independent power source and factory fitted, permanently in-built, or installed by the manufacturer at first registration, including but not limited to engine management systems, driver-assistance, safety, **ADAS**, security, infotainment and telecommunications; and does not include any **additional vehicle technology**.

## Virus

Means any computer malware, virus or similar mechanism, computer program or code, including but not limited to, any malicious software, file, ransomware, virus, boot sector virus, macro virus, hostile applet, Trojan horse program, java virus, ActiveX virus, worm, logic bomb or other executable program or code which initiates an event on infected computer equipment, causing modification of or damage to data, memory or data media or otherwise adversely affecting directly or indirectly the operation of or access to the **vehicle**, any **vehicle computer system** or any data or information therein.

## We/us/our/ourselves

Means the party specified as the insurer in the **schedule** and any other subscribing insurers.

## You/your/insured

Means the person(s) or company named in the **schedule**.



## Covered sections

Please see the **schedule** which sets out which of the following **sections** of this **policy** are applicable.

Your insurance is subject to the details and endorsements shown in the **policy schedule**.

**Section L – Legal expenses** is operative if added by endorsement and shown in the **policy schedule**.

Cover given	Sections applicable
Comprehensive	All sections
Accidental damage, fire and theft only	<b>Section B – Damage to your vehicle</b> <b>Section D – Trailer cover</b> limited to loss or damage only
Third party fire and theft	<b>Section A – Your legal liability to others</b> <b>Section B – Damage to your vehicle</b> limited to fire, lightning, explosion and theft or attempted theft only <b>Section C – European cover</b> <b>Section D – Trailer cover</b> <b>Section E – Unauthorised movement of third-party vehicles</b> <b>Section F – Unauthorised use of your vehicle</b> <b>Section G – Unlicensed drivers (where a licence is not required by law)</b> <b>Section H – Loss of keys</b> <b>Section M - Additional vehicle technology</b> Limited to theft or attempted theft only
Third party only	<b>Section A – Your legal liability to others</b> <b>Section C – European cover</b> <b>Section D – Trailer cover</b> <b>Section E – Unauthorised movement of third-party vehicles</b> <b>Section F – Unauthorised use of your vehicle</b> <b>Section G – Unlicensed drivers (where a licence is not required by law)</b>
Fire and theft only	<b>Section B – Damage to your vehicle</b> limited to fire, lightning, explosion and theft or attempted theft only



## Section A – Your legal liability to others

### Indemnity to you

We will indemnify **you** in accordance with the terms of this **section** against **your** legal liability to pay damages, including claimant costs recoverable from **you**, arising out of the use of **your vehicle**, or in direct connection with the loading or unloading of **your vehicle** (and including where the use of the **vehicle** giving rise to any such liability is adversely affected by the operation or failure of or malicious, unlawful or unauthorised interference with **your vehicle's computer system**):

- (a) while it is being used with **your** consent for any purpose permitted by **your certificate of motor insurance** and
- (b) with **our** prior written consent, while **your vehicle** is being used for the carriage of **hazardous goods**; and
- (c) during the **period of insurance** and within the **territorial limits**;

which results in:

- (i) the death of or bodily injury to any person;
- (ii) damage to any property subject to the following limits applying in respect of any one accident or series of accidents arising out of one originating cause:
  - i. five million pounds (£5,000,000) in respect of any **vehicle** not being a **private car**;
  - ii. twenty million pounds (£20,000,000) in respect of a **private car**; or
  - iii. one million two hundred thousand pounds (£1,200,000) in respect of any **vehicle** being used for the carriage of **hazardous goods**.

Where more than one limit is operative, the lower limit will apply.

### Indemnity to others

Cover under this **section** shall extend to cover:

#### **(a) Permitted drivers/users**

any person **you** allow to drive **your vehicle** provided their use is in accordance with **your certificate of motor insurance** and the provisions specified in the **schedule**;

#### **(b) Your passengers**

at **your** request any passenger or person (other than the person driving) whilst travelling in or getting into or out of the **vehicle**;

#### **(c) Vehicle owners**

at **your** request, the owner of the **vehicle**, where such **vehicle** is loaned, leased or hired to **you** (other than under a hire purchase agreement);

#### **(d) Representatives**

any executor, administrator or legal representative of **your** estate following **your** death, for any liability incurred by any person entitled to indemnity as a result of an accident involving a **vehicle**; and

#### **(e) Principals**

any principal for any legal liability incurred by **you** when using the **vehicle** for contract work on behalf of the principal so long as **you** have arranged with the principal for the conduct and control of all claims for which **we** may be liable to be vested in **us**.

### Contingent liability cover

We will indemnify **you** for **your** liability arising from the driving of a vehicle not owned or provided by **you** which is being used in connection with **your** business by **your** employees provided that there is no other insurance in force covering the same liability.

### Legal defence costs

Where an indemnity is provided to **you**, or any other person covered under this **section** of the **policy**, in respect of any liability to a third party arising out of the use of **your vehicle**, then provided **our** prior written consent is obtained, **we** will pay legal costs, disbursements and expenses reasonably and necessarily incurred in dealing with or defending:

- (a) any civil claim for damages in respect of death, bodily injury or damage; and
- (b) any criminal proceedings, including in relation to the defence on any charge of corporate manslaughter, corporate homicide, manslaughter, or causing death by reckless or dangerous driving and including legal representation at any coroner's inquest or fatal accident inquiry;

arising out of the accident or incident giving rise to the liability indemnified under this **section**.

### Emergency medical treatment costs

We will pay for emergency medical treatment as required by any acts, laws or regulations which govern the driving or use of any motor vehicle in the United Kingdom arising out of an accident involving a **vehicle**.

## **Exclusions to Section A**

Except where necessary to meet the requirements of any compulsory motor insurance legislation operating within the **territorial limits**, the following exclusions apply to this **section** in addition to the 'General Exclusions'

This **section** excludes:

### **Fines and penalties**

finer, penalties, punitive or exemplary damages intended to punish **your** wrong doing;

### **Injury from employment**

the death of or bodily injury to any person arising out of and in the course of that person's employment by any person entitled to indemnity under this **section**;

### **Injury to the driver**

the death of or bodily injury to any person driving the **vehicle** or in charge of it for the purpose of driving it;

### **Loading and unloading**

death, bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the:

- (a) bringing of the load to the **vehicle** for loading on board; and
- (b) taking away of the load from the **vehicle** after unloading;

### **Mis-Delivery**

death, bodily injury or damage to property, arising directly or indirectly by the wrongful collection or delivery of a load, or where the load does not conform to the specification of the customer;

### **Pollution and Contamination**

any loss, damage or liability for death of or bodily injury to any person or damage to property directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place;

## **Property owned or in custody**

- (a) loss of or damage to any premises (including its fixtures and fittings) or other property **you** or any other person claiming indemnity occupy or own or are responsible for;
- (b) loss of or damage to property belonging to or held in trust by you or in your custody or control or property being conveyed by **your vehicle**.

## **Tools of trade use**

death, bodily injury or damage to property, arising directly or indirectly out of the operation of any **vehicle** or **trailer** as a tool of trade except where used for self-loading and/or self-unloading operations provided that:

- (a) the **vehicle** is operating solely for the provision of power of self-loading machinery;
- (b) the **vehicle** and/or **trailer** is immobilised and has all safety features properly engaged; and
- (c) there is no other policy in force that covers the same liability

## **Towing**

- (a) death, bodily injury or damage to property where **your vehicle** is towing more **trailers** than permitted by law; and
- (b) damage to a **trailer** or disabled mechanically propelled vehicle being towed or for any load carried in or on it.

## **Section B – Damage to your vehicle**

### **Indemnity to you**

**We** will indemnify **you** for **damage** to **your vehicle** caused by:

- (a) accident;
- (b) malicious **damage** other than **you**, **your** employees or any person insured to drive under this **policy**;
- (c) fire, lightning, explosion;
- (d) Theft or attempted theft

during the **period of insurance**.

The maximum amount that **we** will pay is two million pounds (£2,000,000) in connection with any one occurrence or series of occurrences arising out of any one event during the **period of insurance**.

In respect of any **damage**, at **our** option **we** will:

- (a) pay the reasonable costs to repair **your vehicle**; or
- (b) replace **your vehicle** with one of a similar type, age and condition; or
- (c) pay **you** up to the **market value** of the **vehicle** immediately prior to the **damage** to **your vehicle**,

provided that **we** will not pay more than:

- (a) the lesser of the **market value** of **your vehicle** subject to the **damage** or the price **you** paid for **your vehicle**; or
- (b) the manufacturer's list price for any replacement component part or **accessory**.

### **Recovery and redelivery**

If **your vehicle** is disabled as a result of loss or **damage** insured by this **section**, **we** will indemnify **you** for the reasonable costs of protection and removal of **your vehicle** to the nearest suitable repairers and the reasonable cost of delivery to **you** in the United Kingdom after repair.

### **Electric vehicles-leased batteries**

In the event of loss or **damage** under this **section**, **we** will indemnify **you** for any payment **you** have to make to the owner of **your vehicle's** battery, if the battery is leased or hired to **you**.

### **Misfuelling**

If **your vehicle** is accidentally misfuelled, **we** will indemnify **you** for the cost of:

- (a) draining the fuel;
- (b) cleansing the fuel tank; and
- (c) any other **damage** to **your vehicle** caused as a direct result of the misfuelling,

except that **we** shall not be liable for any **damage** caused when driving the **vehicle** knowing it had been misfuelled.

### **New for old**

**We** will replace **your vehicle** with a new one of the same make, model and specification subject to **your** consent and that of other interested parties known to us provided that **your vehicle** is either a **private car** or a commercial vehicle with a gross vehicle weight of 7.5 tonnes or less and within one year of registration and has been owned by **you** or bought under a hire purchase agreement or was leased or hired by **you** from first registration and has:

- (a) been stolen and not recovered within twenty-eight (28) days; or
- (b) sustained **damage** to the extent that the cost of repair exceeds fifty percent (50%) of the manufacturer's list price at the time of purchase.

If we replace **your** vehicle with a new one the lost or **damaged** vehicle shall be **our** property. If a replacement vehicle is not available in the United Kingdom, then the most **we** will pay is the **market value** of the **vehicle** immediately prior to the **damage**.

### **Replacement child seat**

**We** will pay **you** up to £100 towards the replacement of a child seat whether visibly damaged or not, following an accident in a **vehicle** covered under this **section**.

## Exclusions to Section B

The following exclusions apply to this **section** in addition to the 'General Exclusions'

This **section** excludes:

### Excess

- (a) the first amount of each and every claim as specified in the **schedule**; and
- (b) any additional **excess** as set out in the table below, if the **vehicle** is being driven by or in the charge of a young or inexperienced person.

These amounts are in addition to any other **excess** which may apply as otherwise specified in the **schedule**.

Driver/Person in charge	Additional excess
Under twenty- one (21) years of age	Two hundred and fifty pounds (£250)
Twenty- one (21) years of age or over, but under twenty- five (25) years of age	One hundred pounds (£100)

### Carriage of hazardous goods

any loss or **damage** while **your vehicle** is being driven or used for the carriage of **hazardous goods** except where **you** have obtained **our** prior written consent.

### Damage to tyres

any **damage** to tyres due to the application of brakes, side slips, cuts, bursts or punctures or similar, except as a direct result of an accident involving **your vehicle**.

### Deception

any loss by fraud or false representation.

### Diminution in value

any reduction in value of **your vehicle** following repair.

### Fuel

loss of fuel by any means.

### Loss of use

any loss of use or other form of indirect loss not covered by this **section**.

### Mechanical or electrical breakdown

electrical, electronic or mechanical breakdown to the **vehicle** or any part thereof caused by:

- a) driver error, incompetence or neglect of the **vehicle**; or
- b) a gradually operating cause;

### Obsolete spare parts

any amount in excess of the price shown in the manufacturer's last list price at the date of the loss or **damage** where that part or **accessory** is unobtainable or obsolete in pattern;

### Pressure waves

any **damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

### Subsequent damage

any additional **damage** resulting from the **vehicle** being moved by **you** after an accident or fire or theft;

### Wear and tear (betterment)

wear and tear or depreciation or that part of repair that increases the **market value** of **your vehicle** beyond its **market value** immediately before the loss or **damage**;

### Vehicle Computer System

any loss or **damage** to or impairment in the function of the **vehicle computer system** arising out of, caused by, contributed to, resulting from or in connection with any actual, threatened or anticipated criminal, unauthorised or malicious act, hack, denial of service attack or deployment of any **virus**, ransomware, code or software.

### Vehicle security

theft or attempted theft where:

- (a) all locks have not been engaged;
- (b) any windows have been left open;
- (c) the immobiliser is either not working or has not been activated;
- (d) the keys or other removable ignition devices have been left in or on the **vehicle**;
- (e) any software, application or any connected device used to remotely operate the **vehicle** is left unlocked and unattended.

### **Condition applicable to Section B**

If **your vehicle** is lost or **damaged** beyond economical repair, the **vehicle** will become **our** property for disposal in accordance with the Code of Practice for the Disposal of Motor Vehicle Salvage and where **we** request so, **you** must provide **us** with:

- (i) the current Vehicle Registration document (V5);
- (ii) the current MOT certificate, where applicable; and
- (iii) all keys to the **vehicle**; and
- (iv) the **vehicle** purchase receipt; and
- (v) any other items **we** may reasonably require.

## Section C – European cover

### Automatic minimum cover

**Your policy** provides the minimum insurance necessary to comply with the laws on compulsory insurance of motor vehicles in any country in which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the EU directive in relation to civil liabilities arising from the use of motor vehicles.

Where the minimum indemnity provided is less than that provided under United Kingdom minimum legal requirements, the higher level shall apply.

### Extended cover

If the **vehicle** is a **private car** or a commercial vehicle with a gross vehicle weight of 7.5 tonnes or less **we** will indemnify **you** for the cover set out in the **schedule** whilst in or travelling between:

- (a) the **territorial limits**; and
- (b) any member country of the European Union; and
- (c) Iceland, Norway and Switzerland.

**Your certificate of motor insurance** should be sufficient evidence of insurance in the above countries, however **we** will issue an International Motor Insurance Card (Green Card) free of charge if **you** request this.

### Green Card

If **your vehicle** is travelling in Europe or other countries listed on the Green Card but outside the countries listed in the Extended Cover clause of this **section**, then at **your** request **we** will extend **your** insurance to include the territories listed in the Green Card subject to acceptance of any additional terms **we** may require and payment of any additional premium.

**We** will also indemnify **you** for sea or rail transit between ports in the countries specified in the Extended cover clause of this **section** including loading and unloading, provided that such transit is:

- (a) by any recognised sea passage;
- (b) of a duration no longer than 65 hours; and
- (c) concluded before expiry of the period of the Green Card.

### Sea losses

**We** will indemnify **you** against any general average contribution, salvage, sue and labour charges incurred provided that:

- (a) the **vehicle** is insured for **damage** under **Section B – Damage to your vehicle**; and
- (b) the contribution relates to the **market value** of the **vehicle**.

### Customs duty

If **your vehicle** suffers any loss or **damage** covered by this **policy we** will indemnify **you** for any enforced customs and excise duty resulting from the temporary importing of **your vehicle** into any of the countries where **you** have insurance.

## **Section D – Trailer cover**

This **section** is an extension to **section A** and/or **B** and any relevant terms and conditions of those **sections** shall apply to this **section**. We will pay **you** up to £5000 after the deduction of any **excess** applicable to **Section B – Damage to your vehicle**.

### **Attached trailers**

Any **trailer** owned, hired, leased or used by **you** will be insured under all **sections** provided it is attached to a **vehicle** insured under the **policy**.

### **Detached trailers**

Where the **trailer** is:

- (a) temporarily detached from **your vehicle** during the course of a journey; or
- (b) out of use on **your** secured premises or **your** customers' secured premises,

### **Exclusions to Section D**

Trailers valued over £5000 unless specified in the **schedule**.

Except where necessary to meet the requirements of any compulsory motor legislation operating within the **territorial limits**, the following exclusions apply to this **section**. In addition to the 'General Exclusions'

This **section** excludes:

### **Excess**

The amount of any **excess** applicable to **Section B – Physical damage to your vehicle** as shown in the **schedule**;

### **Exclusions under other sections**

Any loss or **damage** in respect of any exclusions stated in **Section A – Your legal liability to others** and **Section B – Damage to your vehicle**.

### **Property being conveyed**

Loss or damage to property being conveyed on the **trailer**.



## **Section E – Unauthorised movement of third-party vehicles**

We will indemnify **you** for **your** liability under **Section A – Your legal liability to others** arising from an accident whilst moving a vehicle that does not belong to **you** which is obstructing the legitimate passage or the loading or unloading of **your vehicle**.

This **section** is an extension to **Section A** and any relevant terms and conditions of **Section A** shall apply to this **section**.

### **Exclusions to Section E**

The following exclusions apply to this **section**, in addition to the 'General Exclusions'

This **section** excludes:

#### **Movement by non-employees**

movement of **vehicles** other than by **you** or **your** employees.

## **Section F – Unauthorised use of Your Vehicle**

We will indemnify **you** for **your** liability under **Section A – Your legal liability to others** only arising from the unauthorised use of **your vehicle** by **your** employees.

This **section** is an extension to **Section A** and any relevant terms and conditions of **Section A** shall apply to this **section**.

### **Exclusions to Section F**

The following exclusions apply to this **section**, in addition to the 'General Exclusions'

This **section** excludes:

#### **Compliance with policy restrictions**

any liability incurred where **you** have failed to take all reasonable precautions to ensure **your** employees are made aware of and comply with restrictions applicable to the use of **your vehicles**.

## **Section G – Unlicensed drivers (where a licence is not required by law)**

We will indemnify **you** under all **sections** for any liability, loss or **damage** arising out of **your vehicle** being driven by (or being in the charge of for the purpose of being driven by) an unlicensed driver when a **licence** is not required by law.

This **section** is an extension to **section A** and/or **B** and any relevant terms and conditions of those **sections** shall apply to this **section**.

### **Exclusions to Section G**

The following exclusions apply to this **section**. in addition to the 'General Exclusions'

This **section** excludes:

#### **Non qualifying drivers**

any liability loss or **damage** while the person driving is not:

- (a) driving on **your** order or with **your** permission;  
and
- (b) of an age to hold a **licence** applicable to the type of vehicle being driven.

## **Section H – Loss of keys**

In the event that the keys, removeable ignition device or lock transmitter of **your vehicle** are lost or stolen and provided that the loss has been reported to the police **we** will pay **you** up to £1000 after the deduction of any **excess** applicable to **Section B – Damage to your vehicle** towards the cost of replacing the door locks, boot lock, the ignition or steering lock, the lock transmitter and central locking interface and recoding any alarm system.

This **section** is an extension to **Section B** and any relevant terms and conditions of **Section B** shall apply to this **section**.

### **Exclusions to Section H**

The following exclusions apply to this **section**, in addition to the 'General Exclusions'

This **section** excludes:

#### **Excess**

The **damage excess** shown in the **schedule** shall apply to each and every claim under this **section**.

## **Section I – Medical expenses**

In respect of any accident involving **your vehicle** indemnified under any **section**, **we** will pay **you**, the driver, or any passenger travelling in **your vehicle**, who is injured in the accident, up to £500 per person for medical expenses. The most **we** will pay for all claims arising out of one accident is £2,000.

This **section** is an extension to **section A** and/or **B** and any relevant terms and conditions of those **sections** shall apply to this **section**.

## **Section J – Personal effects**

At **your** request **we** will pay up to £500 per person for loss of or damage to the personal effects of the driver and any passenger being carried in or on any **vehicle**, not exceeding sixteen (16) seats (excluding the driver) provided that the loss occurs as part of an incident for which **we** provide indemnity under this **policy**.

At **your** request, **we** will make payment directly to the owner of the lost or damaged property.

This **section** is an extension to **section A** and/or **B** and any relevant terms and conditions of those **sections** shall apply to this **section**.

### **Exclusions to Section J**

The following exclusions apply to this **section**, in addition to the 'General Exclusions' This **section** excludes:

#### **Excess**

The first £50 of any loss or damage per person.

#### **Excluded items**

- (a) money, credit or debit cards, tickets, jewellery; documents and securities;
- (b) audio and video equipment and media, mobile phones, computers and tablets;
- (c) trade goods samples or tools; and
- (d) any other property elsewhere insured.

#### **Vehicle security**

any loss or damage where the **vehicle** is not locked when left unattended.

## **Section K – Personal accident**

At **your** request **We** will indemnify **you** for **your** liability under **Section A – Your legal liability to others** if the driver of **your vehicle** is accidentally injured in direct connection with an accident whilst travelling in, or getting onto or out of **your vehicle** up to a limit of:

- (a) ten thousand pounds (£10,000) in respect of any one incident; or
- (b) ten thousand pounds (£10,000) in respect of any one **period of insurance**;

provided that:

- (c) within thirteen (13) weeks of the accident the injury causes the death, loss of limb (including irrecoverable loss of use of any limb) or irrecoverable loss of all sight in one or both eyes of the driver; and
- (d) the driver is over twenty-one (21) years of age and under seventy (70) years of age on the date of the accident.

**We** will make payment directly to the driver or their legal representative.

This **section** is an extension to **Section A** and any relevant terms and conditions of **Section A** shall apply to this **section**.

### **Exclusions to Section K**

The following exclusions apply to this **section** in addition to the 'General Exclusions'

This **section** excludes:

#### **Suicide or self-harm**

any injury or death where actual or attempted self-harm or suicide (or any attempt of self-harm or suicide) by the driver of **your vehicle** contributes to the injury or death.

#### **Alcohol or drugs**

any injury or death where alcohol or drug use by the driver of **your vehicle** forms a contributing factor.



## Section L – Legal expenses

Cover under **Section L – Legal Expenses** only applies where shown in the operative endorsements in the **schedule**.

All claims under this **section** are managed by Lawclub on **our** behalf.

If **you** want to make a claim under Part A – Uninsured Loss Recovery **you** should telephone 08006783030 and quote master **policy** number 36522.

If **you** want to make a claim under Part B – Motor Prosecution Defence **you** should telephone 0370 241 4140 and quote master policy number 36522.

Lawclub also provide the Lawphone Legal Helpline.

Certain words in this section have special meanings. These words and their meanings are detailed in this section and apply wherever we have printed them in bold italics throughout.

### Civil case

A legal action which does not involve the defence of any criminal prosecution against **you**.

### Costs

Where **we** have given **our** written agreement, **we** will pay the following on **your** behalf.

- (a) the professional fees and expenses reasonably and properly charged by the **legal representative** on the **standard basis**, up to the Guideline Hourly Rates set by the Senior Court Costs Office, which **you** cannot recover from **your** opponent;
- (b) **your** opponent's legal costs and expenses incurred in a **civil case** which **you** are ordered to pay by a court or which **you** pay to **your** opponent with **our** written agreement.

**We** will only pay **costs** which are necessary and in proportion to the value of **your** claim. If **we** do not agree that the **costs** have been reasonably and properly incurred or are necessary and in proportion to the value of **your** claim, **we** will have those **costs** assessed in accordance with Our rights, part f under the Legal Expenses Claims Procedure.

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

### Damages

Money that a court says **your** opponent must pay to **you** or money **your** opponent agrees to pay to **you** to settle **your** legal action.

### Insured Event

An incident which gives rise to a claim under this section and as described below under What you are covered for.

### Legal representative

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

### Opponent

The party responsible for the accident or collision which has given rise to an **insured event** under this section and against whom **you** wish to bring a legal action.

### Reasonable prospects of success

There are reasonable prospects of success if, at all times during **your civil case** against **your** opponent, it is more likely than not that

- (a) a court would:
  - (i) decide the legal action under 'uninsured loss recovery' in **your** favour (this includes making a successful appeal or successfully defending an appeal following a decision made in respect of **your** claim by a court); or
  - (ii) award **you** a more favourable settlement than has already been offered by **your** opponent; and
- (b) if **you** are seeking **damages** from **your** opponent, **you** will recover them.

### Important information about reasonable prospects of success

At all times during **your** legal action **reasonable prospects of success** must exist for **us** to begin, and continue, providing cover under this **section**.

In order for **us** to decide whether **reasonable prospects of success** exist **we** will seek the opinion of the **legal representative**. If **we** and the **legal representative** do not agree on whether **reasonable prospects of success** exist, **we** will also seek the opinion of any other legally qualified advisor or other expert appropriate to **your** claim that **we** feel it is necessary to consult.

If **we** believe that **reasonable prospects of success** do not exist **we** will end **your** claim.

If **we** end **your** claim due to **reasonable prospects of success** no longer existing because **you** have not complied with the Conditions applicable to this **section**, **we** will not pay any **costs** incurred during **your** claim.

If **we** end **your** claim due to **reasonable prospects of success** no longer existing because of any other reason, **we** will pay **costs** incurred up to the date that **we** end **your** claim.

### Standard basis

The normal method used by the court to assess **costs** which the court decides are proportionate to **your** legal action and have been reasonably incurred by the **legal representative** and **your** opponent.

### You/Your

For this section **you/your** is extended to include any person authorised to drive under **your certificate of motor insurance** or be a passenger in **your insured vehicle**.

## What you are covered for

### Part A - Uninsured loss recovery

**We** will pay the **costs** **we** have agreed of **you** taking legal action against **your** opponent for **damages** arising from an accident involving **your vehicle** that:

- (a) **we** and the **legal representative** agree:
  - (i) is not **your** fault; and
  - (ii) was caused by **your** opponent; and
- (b) causes:
  - (i) **your** death or bodily injury whilst **you** are in, on or getting into or out of **your vehicle**; or
  - (ii) damage to **your vehicle**; or
  - (iii) (damage to property which **you** own or are legally responsible for and which is in or on the **vehicle**).

The cover provided by this **section** also includes the **costs** of making or defending an appeal following a decision by a court in respect of **your** legal action.

**We** will provide this cover as long as:

- (a) the accident happened within the **territorial limits** and during the **period of insurance**; and
- (b) the legal action will be decided by a court within the **territorial limits**; and
- (c) **we** have given **our** written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
- (d) reasonable prospects of success exist.

The most **we** will pay for all claims arising out of the same accident involving **your vehicle** is one hundred thousand pounds (£100,000).

### Part B - Motor prosecution defence

**We** will pay the **costs** of **you** defending criminal proceedings being brought against **you** arising from **your** ownership or use of **your vehicle**. **We** will also pay the **costs** of making an appeal against **your** conviction or sentence by a court.

**We** will provide this cover as long as:

- (a) the event giving rise to the criminal proceedings happened within the **territorial limits** and during the **period of insurance**; and
- (b) **You** advise **us** of **your** summons no later than 7 days after receiving it.
- (c) the criminal proceedings will be decided by a court within the **territorial limits**; and
- (d) **we** have given **our** written agreement to **you** making an appeal against **your** conviction or sentence by a court.

The most **we** will pay for all claims arising from the same criminal proceedings involving **your vehicle** is one hundred thousand pounds (£100,000).

### Lawphone Legal Helpline

**You** have access to Lawphone Legal Helpline 24 hours a day, 365 days a year, for advice on any legal matter relating to **your** business. The advice **you** receive from Lawphone will always be according to the laws of Great Britain and Northern Ireland.

Call Lawphone on 0370 241 4140 and when doing so:

- (a) **you** should confirm that **you** are a QBE Motor Fleet policyholder;
- (b) **you** will then be asked for a brief summary of the problem;
- (c) this will be passed to an adviser who will return **your** call.

## Conditions

### a) **Your agreements with others:**

**We** will not be bound to any agreement between **you** and the **legal representative** or **you** and any other person or organisation.

### b) **Freedom to choose the legal representative:**

At any time before **we** and the **legal representative** agree that legal proceedings need to be issued or defended in a court, **we** will choose the **legal representative**.

**You** have the right to choose the **legal representative** if **we** and the **legal representative** agree that negotiations with **your** opponent have failed to settle the dispute and it becomes necessary for legal proceedings to be issued or defended in a court.

**You** can also choose the **legal representative** if a conflict of interest arises which means that **our** chosen **legal representative** cannot act for **you** because of their professional rules of conduct. **You** must send the name and address of **your** chosen **legal representative** to **us**. If **we** agree to appoint **your** chosen **legal representative**, they will be appointed on the same terms as **we** would have appointed **our** chosen **legal representative**, other than in respect of any agreement **we** and **your** chosen **legal representative** reach over the **costs** that **we** will pay.

When choosing the **legal representative**, **you** must remember **your** duty to keep the **costs** of any legal proceedings as low as possible.

If there is a dispute about **our** choice of **legal representative** that **you** and **us** cannot resolve, the matter will be settled using the procedure in the Dispute Resolution clause.

## Exclusions to Section L

In addition to the General exclusions **we** will not indemnify **you** for:

- (a) any claim arising out of a contract **you** have with another person or organisation;
- (b) a claim for an event which is not covered under this **policy**;
- (c) where the date of the **insured event** is before the date of inception of this policy;
- (d) any claim that is not notified to **us** as soon as is practicable following an **insured event**. **We** shall have the right to reject any claim under this section where **your** delay in notifying **us** has adversely affected the likely outcome of **your** legal action and/or prejudiced **our** position;

### (e) any **costs**:

- (i) incurred before **we** have accepted **your** claim in writing and appointed the **legal representative**;
  - (ii) **you** have paid directly to the **legal representative** or any other person without **our** permission;
  - (iii) relating to an appeal following a decision by a court in respect of **your** legal action against **your** opponent unless **we** and the **legal representative** agree that **reasonable prospects of success** exist;
  - (iv) that the court orders **you** to pay to **your** opponent at the end of a **civil case** on anything other than the **standard basis**. This will normally be because of **your** improper or unreasonable conduct during the legal action;
- (f) any money **you** have to pay under a contract **you** have with the **legal representative** where the amount of that money is determined by the amount of:
- (i) legal costs and expenses incurred by the **legal representative** in respect of **your** claim; or
  - (ii) **damages you** receive from **your** opponent. These types of contracts are normally referred to as either conditional fee agreements or damages based agreements.
- (g) any disputes between **you** and **us** or **you** and **your legal representative**;
- (h) any dispute arising from:
- (i) an application for a review of the way that a decision has been made by a government authority local authority or other public body (this is normally referred to as a judicial review); or
  - (ii) any other challenge to any existing or proposed legislation;
- (i) any claim that has arisen from **your** deliberate or reckless action;
- (j) any actual or potential prosecution, dispute or accident that **you** were aware of, or should have been aware of, before the cover under this **policy** started;

- (k) any Value Added Tax that is payable on the **costs** incurred which **you** can recover from elsewhere;
- (l) parking offences for which **you** do not receive points on **your licence**;
- (m) driving while under the influence of drink or drugs;
- (n) any fines or other penalties awarded against **you** by a court or tribunal;
- (o) any claim where **you** do not have a valid i) MOT certificate or taxation for the **vehicle** where required by law; or ii) driving **licence**;
- (p) any criminal proceedings where an indemnity is available under Section A of this **policy**;
- (q) any award of costs made against **you** by a court following criminal proceedings;

## Legal expenses claim procedure

**You must:**

- (a) not appoint a **legal representative** if **you** require **your** claim to be covered by this **section**;
- (b) at all times throughout **your** legal action give the **legal representative** and Lawclub a complete accurate and truthful account of all the circumstances that are relevant to **your** legal action of which **you** are aware or should have been aware. This will include details of any agreement between **you** and any other person or organisation. **You** and anyone acting on **your** behalf must not knowingly give any false, fraudulent, exaggerated or incorrect statement or document to **your legal representative** or to Lawclub;
- (c) follow the advice of, and cooperate fully with, the **legal representative** and **us** at all times during **your** legal action. This will include attending all court hearings or other appointments that the **legal representative** asks **you** to attend;
- (d) not withdraw **your** claim from the **legal representative** without the written agreement of the **legal representative** and **us**;
- (e) get **our** written agreement before making or defending an appeal against the decision of a court in respect of **your** legal action;
- (f) instruct the **legal representative** to take all reasonable steps to recover costs from **your**

opponent and pay them to **us**. If **you** do not do this, **we** will have the right to reduce the amount that **we** pay under this **policy** to the amount that **your** costs would have been if **you** had instructed the **legal representative** to take all such reasonable steps.

## The legal representative must:

- (a) get **our** written permission before instructing a barrister or other legally qualified advisor or expert;
- (b) tell **us** at the first opportunity once they become aware of any information or development relating to **your** legal action which will more likely than not mean that:
  - (i) **reasonable prospects of success** no longer exist; or
  - (ii) the losses or **damages** that **you** can recover from **your** opponent will be reduced from the amount that was originally expected by the **legal representative**;
- (c) tell **us** at the first opportunity once they become aware that **you** want to make an offer, or **your** opponent has made an offer, to settle **your** legal action;
- (d) report the result of **your** legal action to **us** at the first opportunity after it is finished;
- (e) take all reasonable steps to recover **costs** from **your**
- (f) opponent and pay them to **us**

## We will have the right to:

- (a) appoint the **legal representative** in **your** name and on **your** behalf;
- (b) take over and conduct, in **your** name, any claim or proceedings;
- (c) contact the **legal representative** at any time and have access to all statements, opinions, reports or any other documents relating to **your** legal action;
- (d) appoint a barrister or other legally qualified advisor or expert appropriate to **your** legal action and ask for his or her opinion on the value of **your** legal action and whether **reasonable prospects of success** exist;

- (e) end **your** claim if, at any time during **your** legal action **reasonable prospects of success** no longer exist. If, after **we** end **your** claim, **you** continue the legal action and get a better settlement than they expected, **we** will pay **your costs** which **you** cannot get back from anywhere else;
- (f) have any legal bill assessed if **we** and the **legal representative** or the representative acting for and on behalf of **your** opponent cannot agree on the level of **costs**. If **we** do this the assessment will be carried out by a court, independent expert in the assessment of **costs** or another competent party. **We** will not pay any more than the **costs** that are determined reasonable by the assessment;
- (g) settle **your** claim by paying the amount in dispute. If we do this, **we** will not pay any **costs** incurred after the date that **we** tell **you**, and any **legal representative**, that **we** have decided to settle **your** claim. (This will not apply where legal proceedings have begun in a court before the date, **we** decide to settle **your** claim. In these circumstances **we** will settle the claim by paying **costs** that are necessary to discontinue those legal proceedings as well as the amount in dispute);
- (h) settle the **costs** covered by this **section** at the end of **your** legal action.

## **Section M - Additional vehicle technology**

In respect of any accident involving **your vehicle** indemnified under **section B - Damage to your vehicle**, we will pay up to £250 for loss or damage to **additional vehicle technology** in or on **your vehicle**.

This **section** is an extension to **section B** and any relevant terms and conditions of **section B** shall apply to this **section**.

### **Exclusions to Section M**

The following exclusions apply to this **section** in addition to the 'General Exclusions'

This **section** excludes:

#### **Excess**

the first £50 of any loss or damage;

#### **Vehicle security**

any loss or damage where:

- (a) all locks have not been engaged;
- (b) any windows have been left open;
- (c) the immobiliser is either not working or has not been activated;
- (d) the keys or other removable ignition devices have been left in or on the **vehicle**;
- (e) any software, application or any connected device used to remotely operate the **vehicle** is left unlocked and unattended.



## General exclusions

This **policy** excludes the following:

### Aircraft and aircraft sites

Any loss, **damage** or liability caused by, attributable to, or arising from the presence of **your vehicle** in any premises or area to which any aircraft has access, including, but without limitation, an airport or airfield and the service roads within their perimeter and boundary roads.

### Contractual liability

Any liability arising from a contract or agreement which would not have arisen in the absence of such a contract or agreement.

### Data loss and connected devices

Any loss, **damage** or liability arising out of the loss of, or the re-installing, recovering, replicating or replacing of data of any type held or stored on any **vehicle computer system, additional vehicle technology, accessory** or connected device. This exclusion shall not operate to exclude cover expressly granted under **Section H - Loss of keys** or **Section M – Additional vehicle technology**.

### European jurisdiction

A judgment or order by a court of competent jurisdiction enforcing the judgment of a foreign court which is outside the **territorial limits** of the **policy** or the countries specified under **Section C – European Cover**.

### Data protection liabilities

Any liability which arises under the DPA or GDPR.

### Intentional / Unlawful Acts

any loss, **damage** or liability which arises from the direct or indirect use of a vehicle by **you** or any person insured to drive under this **policy** with the intent to:

- (i) cause damage to other vehicles or property; or
- (ii) cause Injury, (including fatal injury), to any person(s); or
- (iii) put any person(s) in fear of injury.

### Nuclear hazards

Any liability that attaches by or arising from **nuclear hazards**.

### Racing

Any loss, **damage** or liability occurring while the **vehicle** is being used for pace making, rallying, competitions, speed tests or being driven on any racetrack, circuit or any other prepared course or derestricted toll road including but not limited to the Nürburgring Nordschleife.

### Riot or civil commotion

Any loss, **damage** or liability caused by riot or civil commotion occurring outside Great Britain, the Channel Islands and the Isle of Man.

### Software

Any loss, **damage** or liability arising out of, caused by, contributed to, resulting from, or in connection with:

- (a) any unauthorised software alteration made by **you** or any other person where **you** had knowledge of the alteration; or
- (b) **your** failure to install software updates as recommended by the vehicle manufacturer or distributor that **you** knew or ought reasonably to have known were critical to the proper operation of the **vehicle computer system** and the **vehicle** or the safety of the **vehicle**.

### Terrorism and war

Any loss, **damage** or liability arising directly or indirectly out of:

- (a) **terrorism**, or
- (b) war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law

except so far as is necessary to meet the requirements of the laws relating to the compulsory insurance of motor vehicles in any country to which this **policy** applies.

### Unlicensed use

Except as expressly covered under **Section G – Unlicensed drivers (where a licence is not required by law)** any loss, **damage** or liability while **your vehicle** is being driven or used by anyone who:

- (a) does not hold a **licence** to drive the **vehicle** for the use required or has had the **licence** to drive the **vehicle** revoked; or
- (b) has held but is currently disqualified from holding or obtaining such a **licence**; or
- (c) does not fully comply with the conditions of their **licence**.



## Unsafe load

Any loss, **damage** or liability whilst:

- (a) any load in or on the **vehicle** is not being conveyed safely; or
- (b) the **vehicle** is conveying a load in excess of:
  - (i) that for which it was constructed; or
  - (ii) the maximum carrying capacity that **you** have advised **us** of;

whichever is the lower.

## Use

Except as expressly covered under **Section F – Unauthorised use of your vehicle**, or while in the custody of a motor trader for service or repair, any loss, **damage** or liability while **your vehicle** is being:

- (a) driven other than in accordance with the provisions of the **certificate of motor insurance** or used other than for the purposes specified in the **schedule**; or
- (b) driven by anyone without **your** permission.

## Claims conditions and requirements

### Claim/accident notification

If **your vehicle** is involved in an accident or incident, or **you** or any person entitled to claim under this **policy**, is involved in an accident or incident that may result in a claim against **you** or under the **policy**, then regardless of blame, **you** must:

- (a) report the details of any such accident or incident to **us** as soon as practicably possible. Details of how to contact **us** are set out in the 'Policy Guide'.
- (b) immediately send to **us** any letter of claim, claim form, summons or other legal document or any other communication received in connection with any accident or claim;
- (c) inform **us** immediately upon **your** first awareness of any pending prosecution, coroner's inquest or fatal inquiry; and
- (d) notify the police as soon as possible of any criminal act, including theft, or **damage** by attempted theft and give the police all assistance necessary;

### Your duties

For every claim against **you** or under this **policy**, **you** and any person acting on your behalf must:

- (a) give **us** access to the **vehicle** involved in any accident or incident for inspection by **us** or anyone appointed by **us**;
- (b) not affect any repairs to a **damaged vehicle** without **our** prior agreement.
- (c) not destroy evidence or supporting information or documentation without **our** prior agreement;
- (d) allow **us**, in **your** name, or in the name of anyone entitled to indemnity under this **policy**, to have full control in the conduct of all matters arising from an accident or incident giving rise to a claim (including any amount within any **excess** or self-insured retention) including in respect of all negotiations, defence, settlement and recoveries;
- (e) co-operate with **us** and **our** appointed agents and provide all assistance and information as **we** may reasonably require in relation to the claim, including providing any evidence, proofs or information as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and any matters connected with it;

- (f) always act honestly;
- (g) undertake or permit to be undertaken all tasks reasonably practicable to minimise any loss, **damage** or liability; and
- (h) not make any admission of liability or offer or promise of payment without our prior agreement.

### Our rights

- (a) **We** will have conduct of any potential insured claim which may be subject to an indemnity and **we** shall be permitted to take over the defence or settlement of any claim in **your** name.
- (b) **We** may at any time pay the limit of indemnity or limit of liability (after deduction of any sums already paid) or such lesser sum for which the claim can be settled and will relinquish the conduct and control of the claim and thereafter be under no further liability except (where payable under the relevant **section**) for payment of defence costs incurred prior to the date of payment.

### Subrogation

- (a) Except where expressly provided otherwise elsewhere in the **policy**, **you** and any person acting on **your** behalf must not waive any rights of recourse or recovery against any other person relating to an occurrence, loss or suit that may give rise to a claim.
- (b) **You** or any other party insured by the **policy** shall, at **our** request and expense undertake such acts as may be required for the purpose of enforcing any rights and remedies regardless as to whether **we** have indemnified **you**.

## General terms

### Applicable law

Unless agreed otherwise, the law applying to the **policy** is the law of that part of the United Kingdom where **your** correspondence address is located on the date the **period of insurance** commences.

Any legal proceedings between **you** and **us** in connection with this **policy** will take place in the courts of that part of the United Kingdom where **your** correspondence address is located on the date the **period of insurance** commences and are subject to the exclusive jurisdiction of that court.

### Cancellation

**You** may cancel this **policy** at any time by giving notice to **your** broker in writing.

If within the reflection period and **you** are an individual or a sole trader (including a partnership in England and Wales) **you** may cancel this **policy** within fourteen days of the date **you** receive it. If **you** choose to do this, **we** will return a pro-rata share of the premium.

If outside the reflection period or **you** are not an individual or a sole trader (including a partnership in England and Wales), **we** will return a pro-rata share of the premium provided that there have been no:

- (a) claim(s) made under the **policy** for which **we** have made a payment; or
- (b) claim(s) made under the **policy** which are still under consideration; or
- (c) 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**.

In addition to **our** rights under the Instalment Premium payment clause and the Duty of fair presentation under the Insurance Act 2015, **we** may cancel this **policy** by giving **you** seven (7) days' notice by recorded delivery to **your** correspondence address shown in the **schedule**. Unless otherwise stated in this **policy**, if **we** cancel this **policy**, **we** will return a pro-rata share of the premium to **you**.

If any part of the premium was paid with a finance agreement and at the time of cancellation there remains an outstanding balance under the agreement, **we** may deduct from the return premium any outstanding amount due to the **finance company** that **you** would otherwise have to pay them. **We** will then return to **you** the return premium less the amount paid to the **finance company**.

## Changes during the policy period

**You** must tell **us** of any alterations or changes to **your vehicles**, the **driver** details, **your** business, or any of the details that may affect the risks insured which occur during the **period of insurance** if **you** require them to be covered by this **policy**.

### Contract (Rights of Third Parties) Act 1999

This insurance does not confer or create any right enforceable under the Contract (Rights of Third Parties Act) 1999 or any amending or subsequent legislation, by any person who is not named as insured and both **we** and **you** may amend, cancel lapse this insurance without giving notice to, or requiring the consent of any other third party.

### Insurance Act 2015

Nothing in the **policy** is intended to vary the provisions of the Insurance Act 2015.

### Fraudulent claims

If **you** or anyone acting on **your** behalf makes a fraudulent claim under this **policy**, **we**:

- (a) are not liable to pay the claim;
- (b) may recover any part of the claim already paid from **you**; and
- (c) may by notice to **you** treat this **policy** as having been terminated from the time of the first fraudulent act and shall not be liable in respect of a relevant event occurring after that time and may retain any premium.

These remedies shall not be available against any other entity insured under this **policy** that was not implicated in the fraud.

### Hire purchase agreement

If a **vehicle** is the subject of a hire purchase or other credit purchase agreement, payment in respect of the total loss of the **vehicle** under this **policy** shall be made to the legal owner whose receipt shall be a full and final discharge of **our** liability in respect of such loss or **damage**.

## Instalment premiums

Where the premium or any part thereof was paid with the benefit of a finance agreement and there remains sums outstanding (whether or not the date for payment of the said sums or any part thereof has fallen due) by **you** to the **finance company** **we** may at **our** option deduct all or any part of the sums outstanding between **you** and the **finance company** from any claims settlement due in respect of a loss under this **policy**, provided the sum thereby deducted is paid directly by **us** to the **finance company**.

Where **we** have agreed to the payment of premium(s) by instalments, if any instalment is not received by **us** on or before its due date, then all unpaid instalments and service fees shall become immediately due. Should the full premium and service fee not be paid within seven (7) days of **us** giving written notice of non-payment, this **policy** will be cancelled immediately upon the expiry of such notice.

Following such cancellation, provided that there have been no claims in the current **period of insurance**, **you** will be entitled to a pro-rata return of premium. **We** may at **our** own option deduct any outstanding premiums due from any claims settlement due in respect of a loss under this **policy**.

## Joint indemnity/cross liability

If this **policy** is issued in the name of more than one party, the insurance provided by this **policy** shall apply as if separate policies had been issued to each of the parties jointly named as the insured but **our** total liability for all claims shall not exceed the limits of Indemnity stated in this **policy**.

## Motor Insurance Database data protection

Information relating to the **policy** details will be added to the Motor Insurance database (MID) managed by the Motor Insurers Bureau (MIB). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the Driver and Vehicle Licensing Agency (DVLA), the driver and the Driver and Vehicle Agency Northern Ireland (DVANI), the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

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

If **you** are involved in a road traffic accident (either in the UK, the EU or certain other territories) insurers and/or the MIB may search the MID to obtain relevant information.

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

**You** can find out more about this from **us** or at [www.mib.org](http://www.mib.org)

## Non-contribution

**We** shall not be liable for any contribution towards a claim arising under this **policy** where there is any other insurance covering the same liability, loss, damage or injury.

## Privacy notice

Any personal data provided to **us** will be processed in compliance with all applicable laws and regulations and in accordance with the privacy notice which can be found at: <https://qbееurope.com/privacy-policy/>

Alternatively, **you** may contact **our** Data Protection Officer to request a copy of the full privacy notice by email: [dpo@uk.qbe.com](mailto:dpo@uk.qbe.com) or by writing to the: Data Protection Officer, QBE European Operations, 30 Fenchurch Street, London EC3M 3BD.

## Reasonable precautions

**You** must at **your** own cost take all reasonable precautions to:

- (a) maintain **vehicles** and **trailers** in both a safe and roadworthy condition;
- (b) ensure that any **ADAS** technology in the **vehicle** is professionally recalibrated following an accident, so as not to compromise its future performance; and
- (c) ensure that the software supporting any **vehicle computer system** is maintained according to the recommendations of the **vehicle** manufacturer or software provider.

## Records

**We** may hold documents relating to this **policy** and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as and carry the same weight as the original.

### Right of recovery

In circumstances where **we** are entitled to refuse cover under the **policy** but are obliged by provision of the law of any territory in which this **policy** operates relating to the insurance of liability to third parties to make payment to a party who has suffered loss and/or damage, **you** shall repay to **us** all such sums **we** are obliged to pay.

### Sanction limitation and exclusion

**We** shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** or any member of **our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

### Supply of vehicle information

Unless **we** have agreed otherwise, **you** must supply to **us** in writing details of the **vehicle(s)** whose use is covered by **your policy** for entry onto the Motor Insurance Database (MID).

If **you** have been provided with password access to update **your** motor insurance database records **you** will include details of any **vehicle(s)** in **your** control.

Additionally, **you** must tell **us** of all changes of **vehicle(s)**, including any additions or deletions, whether permanent or temporary. Such changes may be subject to an adjustment of premium.

At the end of each successive period as specified by the endorsements in **your policy schedule** **your** premium will be adjusted accordingly.

# How to Complain

## Complaints to QBE

**You** can complain about this **policy** by first contacting **your** broker or where **your policy** is insured by QBE Europe SA/NV, QBE UK Limited or where your insurer is or includes a Lloyds syndicate write to:

Customer Relations, QBE European Operations, 30 Fenchurch Street, London EC3M 3BD.

Email: CustomerRelations@uk.qbe.com,

Telephone: 0207 105 5988

## UK Financial Ombudsman Service (UK FOS)

If **you** feel that **your** complaint has not been satisfactorily resolved, **you** may be eligible to contact the UK FOS to review the complaint. Information about the eligibility criteria is available on the UK FOS website:

[financial-ombudsman.org.uk/consumer/complaints.htm](http://financial-ombudsman.org.uk/consumer/complaints.htm)

**You** can contact the UK FOS via its website, or write to the UK FOS, Exchange Tower, London E14 9SR, Tel: (0)800 023 4567.

## Financial Services Compensation Scheme (FSCS)

**You** may be entitled to compensation from the FSCS if **we** are unable to meet **our** obligations under the **policy**.

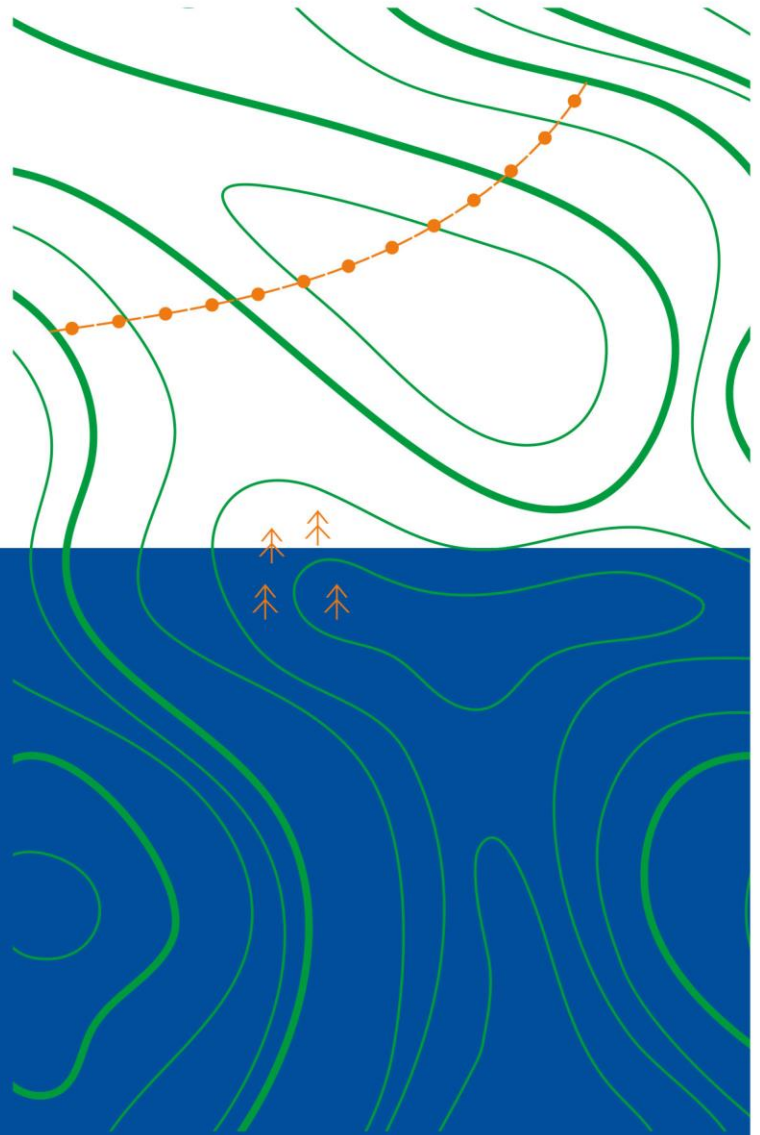
Further information is available from [www.fscs.org.uk](http://www.fscs.org.uk), or **you** can write to: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY

## **QBE European Operations**

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