# Motor Fleet
## Policy Summary

# Motor Fleet Policy Summary

This document provides a summary of the significant features, benefits and limitations of the cover provided by the Motor Fleet policy underwritten by QBE UK Limited. It does not form part of the policy, is not intended to vary the policy terms and does not contain the full policy terms and conditions.

Please read the policy wording, schedule and any endorsements to make sure the details are correct and the policy meets your needs. Together, these documents set out the product's full terms and conditions including its features, conditions, definitions, limitations, and exclusions, some of which are only applicable to certain policy sections.

The policy is divided into sections. Only those sections which the schedule shows as operative are covered and form part of your insurance.

Your policy is an annual contract, which starts and ends on the dates shown in the schedule. Before it expires we may offer to renew on terms to be mutually agreed.

The schedule shows what law and jurisdiction apply to the policy.

It is important that you review your insurance cover regularly to make sure it remains adequate for your needs.

If an insured vehicle or anyone entitled to claim under the policy:

is involved in an occurrence (such as an accident);

becomes aware of circumstances that could give rise to a claim under the policy; or

receives any documents that could lead to a claim against them

then you must notify QBE as quickly as possible, regardless of blame, by emailing newclaim.motor@uk.qbe.com or calling +44 (0)808 100 8181.

When you claim under the policy, the schedule (and any endorsement) show if an excess applies and, if so, how much it is. This may vary according to the type of loss.

The schedule (and any endorsement) also show whether the amount QBE pays for some claims is subject to any limit and/or sub-limit.

You or we can cancel the policy at any time during the period of insurance by serving written notice at the address shown in the policy schedule. See the policy terms for details of when and how to cancel the policy and whether we may refund any premium.

# Privacy notice

Any personal data provided to us will be processed in compliance with all applicable laws and regulations and in accordance with our privacy policy, which can be read at: https://qbeeurope.com/privacy-policy/

# Contents

# Section A - Liability to others

This section covers you or anyone you allow to use an insured vehicle for your legal liability at law to pay damages, defence costs and claimants' costs in respect of death or bodily injury to any person or damage to any property resulting from an accident arising out of the use of the insured vehicle during the period of insurance within the territorial limits.

## Significant features and benefits

This section provides unlimited cover for death or bodily injury. It also covers:

- Legal defence costs
- Liability arising in connection with deliberate unauthorised access to a vehicle computer system with intent to cause harm
- Emergency medical treatment
- Unauthorised movement of a vehicle not belonging to you
- Vehicle use at charity or carnival events, subject to policy terms
- Electric vehicle charging

## Significant or unusual exclusions or limitations

This section does not cover:

- Any liability in connection with use of an insured vehicle at an airport or other airside location
- Death or bodily injury of (a) the driver or (b) any individual employed by a person covered under the policy arising from their employment
- Death, bodily injury or damage arising:
  - from loading and unloading beyond the carriageway limits
  - directly or indirectly from mis-delivery
  - directly or indirectly from pollution or contamination
  - directly or indirectly from operating a vehicle or trailer as a tool of trade
- Loss of or damage to any vehicle, property or premises
- Liability for fines, penalties, punitive or exemplary damages.
- Damage to a trailer or disabled vehicle being towed

The most we will pay in respect of liability for damage to third party property is:

- £20,000,000 per occurrence in respect of the use of a private car
- £10,000,000 per occurrence in respect of the use of any other vehicle
- £1,200,000 per occurrence in respect of the use of a vehicle carrying hazardous goods(with our prior consent).

# Section B - Damage to your vehicle

This section covers loss or damage to your vehicle occurring during the period of insurance within the territorial limits, up to £2,000,000 per occurrence.

## Significant features and benefits

This section covers:

- Reasonable costs of protecting your vehicle following an insured loss, removing it to the nearest suitable repairer and redelivering it to you in the UK after repair
- Draining and cleaning the fuel tank and replenishing 10 litres of correct fuel after accidental misfuelling
- Replacement child seatsafter an accident
- Loss or damage to electric vehicles' battery, charging cable, connector, wallbox or charging post
- Reasonable costs of lost or stolen keys
- Loss or damage to additional vehicle technology
- Residual value of leased vehicles up to £10,000 in total
- New for old in respect of private cars and goods carrying vehicles up to 7.5 tonnes gross vehicle weight within a year of first registration (if stolen or damaged where repair would cost more than half the manufacturer's list price)

## Significant or unusual exclusions or limitations

This section does not cover:

- The applicable excess
- Loss or damage caused by wear and tear, depreciation, reduction in market value following a repair, mechanical or electrical breakdown, electronic or computer failures arising from deliberate unauthorised access to a vehicle computer system with intent to cause harm, tyre punctures, cuts, bursts or damage caused by brake application or loss of fuel
- Loss or damage to electric charging wallboxes or charging posts at your employees' address where you did not supply the electric vehicle
- Loss or damage caused by fraud or false representation
- Loss or damage caused by sonic boom
- Loss of use or indirect loss
- Additional damage arising from moving the vehicle after an occurrence
- Data loss
- Loss or damage caused by contamination other than use of incorrect fuel
- Loss or damage in connection with theft or attempted theft if the vehicle is unlocked, windows are left open, any immobiliser is not working or not activated, keys or ignition devices are left in the vehicle or any software, application or connected device used to operate the vehicle remotely is unlocked and unattended

# Section C - Trailers

This section covers loss, damage or liability arising in connection with any trailer within your control while attached to an insured vehicle.

## Significant features and benefits

This section covers:

- Loss, damage or liability to the same limits as the policy provides under Sections A and B
- Liability arising from a trailer in your control when temporarily detached from an insured vehicle during the course of a journey or out of use on your (or your customer's) secured premises
- Liability arising from use of an insured vehicle to tow a mechanically propelled disabled vehicle other than for hire or reward

## Significant or unusual exclusions or limitations

This section does not cover:

- Liability arising out of using plant which forms part of a trailer as a tool of trade
- Loss or damage to:
  - property conveyed on or in the trailer
  - fixtures, fittings or utensils carried in or on the trailer
  - any disabled mechanically propelled vehicle being towed
  - any caravan

# Section D - Driving abroad

This section covers use of an insured vehicle outside the United Kingdom, Isle of Man or Channel Islands but within the territorial limits shown in the schedule.

## Significant features and benefits

This section also covers:

- Subject to policy terms, when an insured vehicle is in transit by sea or rail between ports in countries within the territorial limits
- For any general average contribution, salvage or sue and labour charges you incur provided the insured vehicle suffers loss or damage covered by Section B and the contribution relates to the market value of that vehicle
- Any enforced customs and excise duty resulting from the temporary importing of an insured vehicle into any country where you have valid insurance following loss or damage covered by the policy

# Section E - Unauthorised use of your vehicle

This section covers liability covered under Section A arising from your employees' unauthorised use of an insured vehicle.

## Significant features and benefits

This section covers liability for third party injury or damage.

## Significant or unusual exclusions or limitations

This section provides no cover if you do not take all reasonable precautions to ensure employees are aware of and comply with all restrictions applicable to the use of insured vehicles.

# Section F - Unlicensed drivers

This section covers liability, loss or damage arising out of your vehicle being driven by an unlicensed driver when a licence is not required.

## Significant features and benefits

This section provides coverage under all applicable policy sections

## Significant or unusual exclusions or limitations

This section does not cover:

- Drivers driving an insured vehicle without your permission
- Drivers who are not of an age to hold a licence applicable to the vehicle being driven

# Section G - Medical expenses

This section covers medical expenses a driver and any passengers incur following an occurrence triggering cover under any other section up to £500 per person, and up to a maximum of £2,000 per occurrence.

# Section H - Personal belongings

This section covers loss or damage to the personal effects of a driver or passenger arising from an occurrence triggering indemnity under any other Section, up to a maximum of £500 per occurrence.

## Significant or unusual exclusions or limitations

This section does not cover:

- The first £50 of any lossor damage
- Money, credit or debit cards, tickets, jewellery, documents and securities
- Audio and video equipment and media, mobile phones, computers and tablets
- Trade goods samples or tools
- Property elsewhere insured

# Section I - Personal accident

This section covers up to £10,000 per occurrence and/or in total for injury or death a driver aged between twenty-one (21) and seventy (70) suffers as a direct result of an occurrence while travelling in or getting into or out of an insured vehicle.

## Significant or unusual exclusions or limitations

This section does not cover injury or death contributed to by self-harm, suicide, or alcohol or drug use.

# Section J - Emergency accommodation or transportation costs

This section covers reasonable hotel and/or travel expenses up to £250 per person per occurrence if an insured vehicle is stolen or suffers loss or damage that (a) immobilises the vehicle or (b) requires you to make an unplanned overnight stop.

# Section K - Crisis management

This section, subject to our consent, covers fees, costs and expenses you incur in respect of public relations, crisis management or crisis communications to maintain or protect your reputation or brand as a direct result of an occurrence which triggers cover under any other section.

## Significant features and benefits

This section provides cover up to £25,000.

## Significant or unusual exclusions or limitations

This section does not cover any costs you incur for which we did not give prior consent.

# Section L - Legal expenses

This section covers legal expenses you incur with our consent to pursue damages from a third party involved in an accident involving an insured vehicle where we and your lawyer agree the third party caused the accident and the accident caused you injury or death, damage to the vehicle or damage to your property in or on the vehicle.

## Significant features and benefits

This section covers:

- Up to £100,000 for legal services and advice
- Costs of you defending criminal proceedings arising from your ownership or use of an insured vehicle

You also have access to the Lawphone Legal Helpline for advice on any legal matter relating to your business.

## Significant or unusual exclusions or limitations

This section does not cover any claim

- Arising from an occurrence which the policy does not otherwise cover
- Which is not notified to us as soon as practicable
- For costs incurred without our agreement
- For costs you are ordered to pay on anything other than the standard basis
- Which does not have reasonable prospects of success

# General exclusions

This policy does not cover loss, damage or liability:

- Arising if an insured automated vehicle is used in automated driving mode and the vehicle's software has been altered other than by an update the manufacturer made available or approved or safety critical software updates have not been installed or the person in charge of the vehicle negligently allowed the vehicle to enter automated driving mode.
- Arising from the use of an insured vehicle with intent to cause damage or injury or put any individual in fear of injury
- Occurring while an insured vehicle is used for racing
- Arising directly or indirectly from terrorism
- Occurring while any load is excessive or not being conveyed safely

# How To complain

## Complaints to QBE

You can complain about the policy by contacting your broker or by contacting us using the complaints details below.

**QBE UK Limited or QBE Europe SA/NV (UK Branch)**

| | |
|---|---|
| **By email** | CustomerRelations@uk.qbe.com |
| **By post** | Customer Relations, QBE European Operations, 30 Fenchurch Street, London EC3M 3BD |
| **By telephone** | +44 (0)20 7105 5988 |

## The 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:

www.financial-ombudsman.org.uk/consumers/how-to-complain.

Details on how to contact the UK FOS are as follows:

**Financial Ombudsman Service**

| | |
|---|---|
| **By telephone** | +44 (0)800 023 4567 |
| **Website** | financial-ombudsman.org.uk/consumers/how-to-complain |

## 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, or you can write to the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

QBE European Operations
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**QBEeurope.com**



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