Motor Fleet
Giving you the advantage

Policy Terms

Giving you the confidence to achieve your ambitions

Why QBE?

Our aim is to give you the confidence to achieve your ambitions. We help you manage the risks that could hold you back – so you can stay focused on your goals.

In a world of ever-changing challenges and risk exposures, we are committed to keeping you fully covered – and helping you manage a range of key issues.

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://qbeeurope.com/privacy-policy/

Award winning claims service

When it comes to claims, our priority is getting you back on track as fast as possible after you've suffered a loss. We'll support you through every stage in the process, bringing in the right expertise at the right time to deliver the best outcome possible.

We are supported by an expert panel of suppliers that share QBE's ethos and approach to putting customers first. We also offer a range of related services, including award-winning Rehabilitation and Fraud services, as well as comprehensive risk management support.

To find out more please visit the Claims section on our website: QBEeurope.com/claims

Your satisfaction is the true test of our service. But it's always good to receive additional validation in the form of industry award wins. To see some of the awards we've won recently please visit the awards and recognition page on our website: QBEeurope.com/careers/awards

Specialist risk management knowledge

We know good risk management makes a real difference to business performance. That's why we want to help you make it part of your 'business as usual'. With our help, you can build resilience against both known and unknown challenges, minimising the chances of disruption while maximising your ability to profit from future opportunities. We can do this by helping you recognise, understand, and manage potential exposures.

Every business is unique: in its workplace hazards, the environment it operates in, the management and regulatory issues it faces and – just as importantly – its people and culture. Therefore, we don't take a prescriptive, box-ticking approach to risk management. We're totally focused on creating bespoke solutions for your unique challenges. Those solutions don't need to be revolutionary or complex (though we can do that too), but they do need to fit your risk challenges and business objectives.

To find out more please visit the Risk Solutions section on our website: QBEeurope.com/risk-solutions

Policy Contents

Policy guide

Your policy

This **policy** is made up of:

- this document setting out **your** insurance including any conditions and exclusions;
- the **schedule** which details the 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** need clarification of the terms, conditions or exclusions, please contact **your** broker.

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

All headings within the **policy** appear in bold type. Other than in the headings, words in bold carry the specific meanings shown in the General Definitions or applicable **Section**.

Words in this **policy** which are in the singular should be read to include the plural (and vice versa). Any masculine words should be read to include the feminine and the neuter. References to legislation or regulations should be read to include any revision or replacement of such legislation or regulations and to any other similar (and applicable) legislation or regulation.

Navigation

Each **Section** sets out the extent of cover, limits or exclusions to **our** liability to **you**, and other relevant terms and conditions applicable to that **Section**.

Cover under a **Section** only applies if the **schedule** shows **you** have purchased cover under that **Section** and then only up to the limits set out in the **schedule**. Unless otherwise stated, all **Sections** are subject to the following:

i. General Definitions
ii. General Exclusions
iii. Claims Conditions and Requirements
iv. General Terms
v. How to Complain

Premium Payment

We will insure **you** for the **period of insurance** under this **policy** in consideration of **you** paying the premium set out in the **schedule**.

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 days after the notice has been served.

The **policy** will continue if any 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 to **your** correspondence address shown in the **schedule**.

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. **Our** claims line is open 24 hours a day, 365 days a year.

Tel: **+44 (0)808 100 8181**

Email: newclaim.motor@uk.qbe.com

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

General definitions

The following words have the meanings shown below whenever they appear in bold type unless a particular **Section** provides otherwise.

1 Accessory

a) audio equipment, multi-media equipment, communication equipment, satellite navigation equipment and other electrical equipment with no independent power source that is permanently fitted to **your vehicle**; and

b) parts and products specifically designed to be fitted or used with and attached to **your vehicle** including spare parts, roof racks and roof boxes and electric **vehicle** charging equipment.

2 Additional vehicle technology

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.

3 Advanced driver assistance systems (ADAS)

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

4 Automated driving mode

any operating mode in which an individual does not control, and does not need to monitor, a vehicle and/or as defined in any applicable road traffic statute, law or regulation.

5 Automated vehicle

any **vehicle** either:

a) listed as an automated vehicle by the Secretary of State under s 1 of the Automated and Electric Vehicles Act 2018; or

b) authorised for use as an automated vehicle under s 3 of the Automated Vehicles Act 2024. For the purposes of this definition, an automated vehicle does not include any vehicle whose authorisation for use as an automated vehicle under the 2024 Act has been suspended or withdrawn by the Secretary of State.

6 Certificate of motor insurance

the document required by law to evidence the existence of the minimum compulsory insurance describing who may drive a vehicle and the purpose for which the vehicle may be used.

7 Cyber act

a deliberate unauthorised, malicious or criminal act or series of acts involving access to, processing of, use of, or operation of any **vehicle computer system** with an intent to cause harm.

8 Damage

any:

a) immediate and permanent loss of, or any visible tangible or physical breakage alteration or change to, property including **your vehicle**; and/or

b) alteration, change to or loss of software within a **vehicle computer system**

that impairs the value, usefulness or normal function of the property or software unless caused by wear and tear; change of colour, texture or finish; corrosion; rust; inherent vice; infestation; insects; or vermin.

9 Driver

an individual either:

a) controlling a vehicle for the purpose of driving it; or

b) in charge of a vehicle (including while the vehicle is in automated driving mode).

10 Endorsement

special terms applying to **your policy** as specified in the **schedule** or any written amendment to the **policy**.

11 Excess

the first part of each and every claim for indemnity under this **policy** for which **you** are responsible. If more than one **vehicle** is involved in the same **occurrence**, the **excess** shown in the **schedule** applies to each **vehicle** separately.

12 Fire

fire, self-ignition, lightning and explosion.

13 Green Card

an international insurance document which certain non-EU countries require as proof that **you** have the minimum compulsory insurance the law requires to drive in that country.

14 Hazardous goods

goods or substances of any nature and/or quantity that require carriage in accordance with the following regulations:

a) the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009;

b) the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations (Northern Ireland) 2010; or

c) the 'Approved List of Dangerous Substances' as published by the Health and Safety Executive.

15 Hire and reward

the carriage of passengers or goods for payment, including tips or electronic/app-based payments.

16 Insured persons

a) **you;**

b) any executor, administrator or legal representative of **your** estate following **your** death, for any liability incurred by any individual entitled to indemnity as a result of an **occurrence** involving a **vehicle**;

c) any individual **you** allow to use **your vehicle** provided they do so in accordance with the terms of **your certificate of motor insurance** and the **schedule;**

d) any **principal** for any legal liability **you** incur when using the **vehicle** for contract work on the **principal**'s behalf, provided the **principal** has agreed to give **us** conduct and control of all claims for which **we** may be liable; and

e) at **your** request:

   i. any passenger while travelling in or getting into or out of the **vehicle**; and/or

   ii. the **vehicle**'s owner (provided the owner loans, leases or hires the **vehicle** to **you** on a basis other than a hire purchase or similar agreement).

17 Legal defence costs

legal costs, disbursements and expenses incurred reasonably, necessarily and with **our** prior written consent in dealing with, defending or having legal representation regarding:

a) any civil claim for damages in respect of death, bodily injury or **damage**; and/or

b) any criminal proceedings, including:

   i. any charge of corporate manslaughter, corporate homicide, manslaughter, or causing death by reckless or dangerous driving; and/or

   ii. any coroner's inquest or fatal accident inquiry

arising out of an **occurrence** giving rise to liability indemnified under **Section A – Liability to others**.

18 Licence

any legal permit to drive a vehicle as:

a) required by the laws of any territory to which this policy applies; and

b) appropriate to the category of vehicle being driven.

19 Market value

the cost of replacing the **vehicle** with one of a similar make, model, specification, mileage, age and condition in the United Kingdom.

20 Misfuelling

accidentally filling a fuel tank of **your vehicle** with fuel inappropriate to the engine type.

21 Nuclear hazards

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.

22 Occurrence

a single loss or series of losses directly or indirectly caused by, arising out of or in connection with a single event or a single original cause.

23 Period of insurance

the period from the effective date up to and including the expiry date as shown on **your schedule** and **certificate of insurance**.

24 Person

any individual, company, partnership or other legal entity.

25 Policy

the contract of insurance comprising the documents described in the 'Policy Guide'.

26 Principal

any entity for which **you** act as agent.

27 Private hire

using a passenger-carrying vehicle for the carriage of passengers for hire or reward, other than under a Hackney Carriage licence.

28 Public hire

using a passenger-carrying vehicle under the terms of a Hackney Carriage licence.

29 Safety critical software

any software which, if it is not installed or updated, makes it unsafe to use the vehicle.

30 Schedule

the document which sets out the key features of **your** insurance, the limits of cover and any **endorsements**.

31 Section

a section or sub-section of the **policy**.

32 Territorial limits

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

33 Terrorism

the use or threat of action which:

a) is designed to:
   i. influence the government of the United Kingdom or part of the United Kingdom, or a country other than the United Kingdom, or an international governmental organisation; or
   ii. intimidate the public or a section of the public; and

b) is made for the purpose of advancing a political, religious, racial or ideological cause and:
   i. involves serious violence against an individual;
   ii. involves serious **damage** to property;
   iii. endangers the life of an individual who is not the individual committing the action;
   iv. creates a serious risk to the health or safety of the public or a section of the public;
   v. is designed seriously to interfere with or seriously to disrupt an electronic system; or
   vi. involves the use of firearms or explosives and one or more of b) i. to v. also applies.

34 Theft

theft, attempted **theft** or taking of **your vehicle** without **your** consent.

35 Vehicle

any motor vehicle (including its **accessories**, **additional vehicle technology**, **ADAS** and **vehicle computer system**) the **schedule** mentions by description, category or registration mark which is registered in the United Kingdom, Isle of Man or the Channel Islands, including but not limited to the following:

35.1 Agricultural vehicle

a) a tractor or self-propelled implement or any vehicle not so described but which is exempt from, or does not require, Vehicle Excise Duty and which is used solely for agricultural or forestry purposes; and

b) any **trailer**, including any agricultural implement or machine, whilst attached to such agricultural vehicle for the purpose of being operated or towed.

35.2 Bus / Coach

a passenger carrying vehicle with more than 17 seats, including the **driver**.

35.3 Goods carrying vehicle

a vehicle other than an agricultural vehicle which is manufactured and used for the carriage of goods.

35.4 Minibus

a passenger carrying vehicle with between 9 and 17 seats, including the driver.

35.5 Motorcycle

a) any mechanically propelled two wheeled vehicle with or without a sidecar or **trailer** attached; and

b) a three wheeled vehicle having two wheels on one axle where the centres of the points of contact between such wheels and the road are less than 46 centimetres apart.

35.6 Private car

a passenger-carrying vehicle with up to eight (8) seats excluding the driver.

35.7 Special type vehicle

a vehicle constructed to operate primarily as a tool of trade which is not:

a) a passenger carrying vehicle; or

b) designed for the carriage of goods.

35.8 Trailer

any articulated, semi-trailer or draw-bar trailer or agricultural or forestry implement or machine **you** own, hire, lease or use which is built and used for the primary purpose of being towed by a **vehicle**.

36 Vehicle computer system

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**, which has no independent power source and is 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; but not including any **additional vehicle technology**.

37 Virus

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 affects directly or indirectly the operation of or access to the **vehicle**, any **vehicle computer system** or any data or information therein.

38 We/us/our

QBE UK Limited.

39 You/your

The **person(s)** named in the **schedule** as the policyholder(s).

Covered Sections

The type of cover which applies to **your policy** is stated in the **schedule** or on the schedule of **vehicles**.

The **sections** that apply to each type of cover are as follows:

Section	Comprehensive	Third Party Fire and Theft	Third Party Only	Laid Up Fire, Theft and Accidental Damage	Laid Up Fire and Theft
Section A – Liability to others	✓	✓	✓	✗	✗
Section B – Damage to your vehicle	✓	Only in respect of loss or **damage** caused directly by **fire** or **theft**	✗	✓	Only in respect of loss or **damage** caused directly by **fire** or **theft**
Section C - Trailers	✓	✓	✓	✗	✗
Section D – Driving abroad	✓	✓	✓	✗	✗
Section E – Unauthorised use of your vehicle	✓	✓	✓	✗	✗
Section F – Unlicensed drivers	✓	✓	✓	✗	✗
Section G – Medical expenses	✓	✗	✗	✗	✗
Section H – Personal belongings	✓	✗	✗	✗	✗
Section I – Personal accident	✓	✗	✗	✗	✗
Section J – Emergency accommodation or transportation costs	✓	✓	✓	✗	✗
Section K – Crisis management	✓	✓	✓	✗	✗
Section L – Legal expenses	✓	✓	✓	✗	✗

In each case the applicable cover is subject to **policy** terms including any **endorsements**.

IMPORTANT

If **your schedule** shows that **you** have 'Laid Up Fire and Theft' or 'Laid Up Fire, Theft and Accidental Damage' cover, this **policy** only responds if **your vehicle** is (a) declared with the Driver and Vehicle Licensing Agency by Statutory Off Road Notification (SORN) as officially off the road and (b) is not being used.

Section A – Liability to others

1 Indemnity

We indemnify **insured persons** against their legal liability to pay:

a) damages;
b) **legal defence costs** incurred with **our** written consent; and
c) claimant costs

provided that the liability arises from use of **your vehicle**:

a) to which **you** consented
b) for a purpose **your certificate of motor insurance** permits
c) during the **period of insurance**
d) within the **territorial limits**; and
e) which results in:
   i. death or bodily injury; or
   ii. property damage.

We only indemnify an **insured person**'s liability if each of these requirements are met.

2 Legal defence costs

We only indemnify **legal defence costs** incurred necessarily, reasonably and with **our** prior written consent.

Subject to this, **we** will indemnify an **insured person** for **legal defence costs** incurred regarding:

a) civil claims for damages in respect of death, bodily injury or **damage**; and/or

b) criminal proceedings

arising out of an **occurrence** for which **we** indemnify liability under clause 1.1 above.

3 Applicable limits

Cover under this **Section** for death or bodily injury claims is unlimited.

Cover under this **Section** for property **damage** claims is limited to the lowest of:

a) twenty million pounds (£20,000,000) in respect of the use of a **private car**;
b) ten million pounds (£10,000,000) in respect of the use of any **vehicle** besides a **private car**; or
c) one million two hundred thousand pounds (£1,200,000) in respect of any **vehicle** used to carry **hazardous goods** with **our** prior written consent.

The property **damage** limits apply to any one **occurrence**.

4 Section A Extensions

4.1 Other business use

We will indemnify **you** for **your** liability arising from **your** employee's use of a **vehicle**:

a) **you** do not provide or own;
b) used in connection with **your** business; and
c) provided no other insurance covers the same liability.

4.2 Cyber Act

Cover under this **Section** includes liability arising in connection with a **cyber act**, subject always to application of all **policy** terms and conditions.

4.3 Emergency treatment costs

We will indemnify **insured persons** in respect of costs of emergency treatment of traffic casualties as required by the Road Traffic Act 1988 as amended.

4.4 Unauthorised movement

We will indemnify **you** or **your** employees in respect of liability arising out of moving without permission any third party's **vehicle** that obstructs the legitimate passage or the loading or unloading of a **vehicle** provided the **insured person** is the **driver** of the insured **vehicle**.

4.5 Charity or carnival

We will indemnify **you** for liability arising out of third parties' use of any **vehicle** on loan from **you**, with a **driver**, for any charity or carnival event provided that:

a) the third party has agreed in writing to vest in **us** the conduct and control of all claims for which **we** may be liable; and

b) **we** will not indemnify any liability arising due to any agreement which would not have arisen in the absence of such agreement.

4.6 Electric vehicle charging

We will indemnify **insured persons** for liability arising in connection with charging an electric **vehicle**, whether or not required by any applicable compulsory motor insurance legislation.

5 Section A Exclusions

Unless compulsory motor insurance legislation operating within the **territorial limits** requires otherwise, in addition to the 'General Exclusions', this **Section** excludes and provides no indemnity for:

5.1 Airside

any liability in connection with use of a **vehicle** in or on any part of an aerodrome, airfield, airport or military installation where aircraft or aerial devices take off, land, manoeuvre on the ground and/or park, including in or on any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas or hangars.

5.2 Damage to insured vehicle

damage to any **vehicle** whose use gives rise to a right to indemnity under this **Section.**

5.3 Fines and penalties

fines, penalties or punitive or exemplary damages intended to punish wrongdoing.

5.4 Driver injury

death of or bodily injury to any **driver** whose use of the **vehicle** gives rise to a right to indemnity under this **Section**.

This exclusion does not apply to the extent that the Automated and Electric Vehicles Act 2018 imposes liability on **us** for (i) death or bodily injury to an **insured person** (ii) caused by an insured **automated vehicle** while in **automated driving mode** on a road or other public place in Great Britain.

5.5 Injury during employment

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

5.6 Loading and unloading

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

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

5.7 Mis-delivery

death, bodily injury or **damage** to property, arising directly or indirectly from the wrongful collection or delivery of a load, or where the load does not conform to a customer's specification.

5.8 Pollution and Contamination

death, bodily injury or **damage** to property arising directly or indirectly from any pollution or contamination which is not 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 such incident is deemed to occur when such incident takes place.

5.9 Property owned or in custody

a) loss of or **damage** to any property or premises (including fixtures and fittings) which **you** (or any other **person** claiming indemnity under this **Section**) occupy, own or are responsible for; and/or
b) loss of or **damage** to property **you** own or **you** hold in trust, custody or control while being conveyed by **your vehicle.**

5.10 Tools of trade use

death, bodily injury or **damage** to property arising directly or indirectly out of operating any **vehicle** or **trailer** as a tool of trade.

This exclusion does not apply to self-loading and/or self-unloading operations where:

a) the **vehicle** is operating solely to provide power for self-loading machinery;
b) the **vehicle** and/or **trailer** is immobilised and all safety features are properly engaged; and
c) no other insurance covers the same liability.

5.11 Towing

damage to:

a) a **trailer**; or
b) disabled mechanically propelled **vehicle** being towed by an insured **vehicle** (or any load carried in or on such **trailer** or **vehicle**).

Section B – Damage to your vehicle

1 Indemnity

This **Section** covers **you** for loss or **damage** to **your vehicle** occurring during the **period of insurance** within the **territorial limits**.

2 What we will pay

If **your vehicle** suffers loss or **damage** covered by this **Section**, **we** can choose either to:

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**.

The maximum amount **we** will pay under this **Section** in any circumstances is two million pounds (£2,000,000) per **occurrence**.

3.1 Parts

We will not indemnify **you** for more than the manufacturer's list price for any replacement component part or **accessory**.

If **we** agree to pay repair costs then **we** may choose what parts are used, including parts not supplied by the **vehicle**'s manufacturers and/or re-used parts, provided these are suitable for the purpose.

3.2 New for old

If **we** elect to replace **your vehicle** under this **Section** and that **vehicle**:

a) is (i) a **private car** or (ii) a **goods carrying vehicle** of up to 7.5 tonnes gross vehicle weight;

b) from first registration has been (i) owned by **you** or (ii) bought by **you** under a hire purchase agreement;

c) is within one year of first registration; and

d) has been either (i) stolen and not recovered within twenty-eight (28) days; or (ii) sustained **damage** which would cost more than half the manufacturer's list price at the time of purchase to repair

then, subject to **your** consent (and the consent of any interested party **we** are aware of), **we** will replace **your vehicle** with a new vehicle of the same make, model and specification.

If **we** replace **your vehicle** under this clause then the lost or **damaged vehicle** is **our** property.

3.3 Salvage

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

a) the current Vehicle Registration document (V5);

b) any current MOT certificate;

c) all keys to the **vehicle**;

d) the **vehicle** purchase receipt; and

e) any other items **we** may reasonably require.

3 Section B Extensions

3.1 Recovery and redelivery

If loss or **damage** covered by this **Section** disables **your vehicle, we** will indemnify **you** for the reasonable costs of:

a) protecting **your vehicle**;

b) removing **your vehicle** to the nearest suitable repairers; and

c) delivering **your vehicle** to **you** in the United Kingdom after repair.

3.2 Misfuelling

If **your vehicle** is (i) a **private car** or (ii) a **goods carrying vehicle** of up to 4.0 tonnes gross vehicle weight and **misfuelling** occurs within the United Kingdom, the Isle of Man or the Channel Islands, then **we** will indemnify **you** for the cost of:

a) draining and cleansing the fuel tank on site if possible; or transporting **your vehicle** including the **driver** and up to 7 passengers to a repairer **we** have approved, to drain and cleanse the fuel tank; and

b) replenishing the fuel tank with up to ten (10) litres of the correct fuel.

See also Exclusions 4.11 and 4.12.

3.3 Replacement child seat

If loss or **damage** covered by this **Section** occurs then **we** will pay to replace any child seat fitted in the affected **vehicle** with a new, similar child seat.

3.4 Electric vehicles' battery, cables, charging wallbox or charging post

We will indemnify **you** for loss of or **damage** to:

a) **your vehicle**'s battery including as a result of a power surge whilst charging;

b) **your** electric **vehicle** charging cable and/or the connector to **your vehicle**;

c) **your** electric **vehicle** charging wallbox or charging post; or

d) at **your** request **your** employee's domestic electric **vehicle** charging wallbox or charging post (subject to exclusion 4.3 below).

If a battery is leased or hired and **we** are obliged to pay the battery owner then that payment discharges **our** obligation to indemnify **you** under a) above.

3.5 Residual value

If **you** lease a **private car** or **goods carrying vehicle** of up to 4.0 tonnes gross vehicle weight and it is:

a) stolen and not recovered, or

b) is **damaged** beyond repair in an **occurrence**

and is not in its first year of registration then **we** will pay the leasing company the difference between the **vehicle**'s **market value** immediately before such **damage** or loss and its written down value under the leasing agreement (residual value) up to a maximum of ten thousand pounds (£10,000) in the aggregate during the **period of insurance**.

Such payment to the leasing company discharges **our** obligation to indemnify **you** under this **Section**.

3.6 Loss of or theft of keys

If **your vehicle**'s keys, removable ignition device or lock transmitter are lost or stolen and this has been reported to the police then **we** will pay the reasonable costs of

a) replacing the door locks, boot lock, the ignition or steering lock, the lock transmitter and central locking interface, and

b) recoding any alarm system.

3.7 Charity or carnival

We will indemnify **you** for loss or **damage** to **your vehicle** arising out of third parties' use of **your vehicle** on loan from **you**, with a **driver**, for any charity or carnival event.

3.8 Additional vehicle technology

if **your vehicle** is involved in an **occurrence** triggering cover under this **Section** then **we** will pay up to two hundred and fifty pounds (£250) per **occurrence** for loss or **damage** to **additional vehicle technology** in or on **your vehicle** provided:

a) all locks are engaged;

b) no windows are left open;

c) the immobiliser is working and activated;

d) the keys or other removable ignition devices are not in or on the **vehicle**; and

e) any software application or connected device used to operate the **vehicle** remotely is not unlocked or unattended.

4 Section B Exclusions

In addition to the 'General Exclusions', this **Section** excludes and provides no indemnity for:

4.1 Excess

a) the first £200 in respect of any payment solely for replacement of the windscreen, windows, sunroof or panoramic roof glass of the **vehicle**;

b) the first £75 of any payment solely for the replacement or repair of the electric charging cable, connector, electric charging wallbox or charging post under extension 3.4;

c) the first £75 pounds of any payment solely for the loss or **damage** to **additional vehicle technology** in or on **your vehicle** under extension 3.8; or

d) if none of a) – c) above apply, the **excess**(es) shown in the **schedule**.

If any individual listed below drives or is in charge of **your vehicle** when it is lost or **damaged**, the following additional **excess**(es) apply per **vehicle** and per **occurrence** in addition to the **excess**(es) shown in the **schedule**:

Driver/Individual in charge	Additional excess
Under twenty-one (21) years of age	Three hundred pounds (£300)
Between twenty-one (21) and twenty-four (24) years of age	Two hundred pounds (£200)
Twenty-five (25) years of age or over with (a) a provisional **licence** or (b) a full driving **licence** to drive a vehicle of the relevant class which commenced less than twelve (12) months before the loss or **damage** occurred	Two hundred pounds (£200)

No **excess** applies to any payment:

a) under **Section B** Extensions 3.1, 3.2, 3.3 or 3.6; or

b) solely for the repair of **your vehicle**'s windscreen, windows, sunroof or panoramic glass roof and any scratches to the **vehicle**'s bodywork as a result of such repair.

4.2 Excluded damage

any loss or **damage** caused by:

a) wear and tear;
b) depreciation;
c) reduction in **market value** following a repair;
d) mechanical or electrical breakdown;
e) electronic or computer failures arising from a **cyber act**;
f) **damage** to tyres due to punctures, cuts, bursts or application of brakes; and/or
g) loss of fuel by any means.

4.3 Electric vehicle charging cables and charging posts

any loss or **damage** to an electric charging wallbox or charging post:

a) at **your** employee's permanent domestic residential address unless **you** have provided that employee with an electric **vehicle**;

b) unless the installation was completed by an approved installer;

c) as a result of modification unless approved and completed by an approved installer; or

d) if any other insurance provides cover for such loss or **damage**.

4.4 Fraud

any loss or **damage** caused by fraud or false representation.

4.5 Sonic boom

any loss or **damage** directly caused by pressure waves generated by aircraft or other aerial devices travelling at sonic or supersonic speeds.

4.6 Loss of use

any loss of use or other form of indirect loss.

4.7 Unlocked or unattended vehicle

loss or **damage** in connection with **theft** if:

a) any 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**; or
e) any software, application or any connected device used to operate the **vehicle** remotely is left unlocked and unattended.

4.8 Post-damage movement

any additional **damage** resulting from **you** or anyone in charge of the **vehicle** moving the **vehicle** after an **occurrence** of **damage** and/or **fire** or **theft**.

4.9 Data loss

loss of data including, but not limited to, personal data, private user information and personal credentials held on a **vehicle computer system** or on the system of any vehicle manufacturer or third party providing computing services, infrastructure platforms or business applications in connection with the **vehicle computer system**, or any subsequent and related loss from or **damage** caused by misuse of stolen data.

4.10 Unobtainable items

if a part or **accessory** is unobtainable or obsolete, any amount greater than the manufacturer's most recent list price for that item at the date of the loss or **damage**.

4.11 Misfuelling additional losses

following **misfuelling**:

a) any loss or **damage** caused by anyone driving **your vehicle** if **you** or they knew or ought to have known it had been misfuelled;

b) any reduction in the **market value** of **your vehicle**;

c) any loss of warranty; or

d) **damage** to **your vehicle** caused by **misfuelling**.

4.12 Contamination

any loss or **damage** caused by contamination (for example the introduction of liquids other than incorrect fuel) besides **misfuelling**.

Section C – Trailers

1 Indemnity

The cover provided under **Section A** and **Section B** extends to any **trailer you** own or which is in **your** custody and control whilst attached to an insured **vehicle**.

If loss, **damage** or liability arises in connection with a **trailer** attached to a **vehicle** which is covered by this **Section**, the same limits and **excess**(es) apply to cover under this **policy** in connection with the **vehicle** and **trailer** together as apply to the insured **vehicle** without any **trailer**.

2 Section C Extensions

2.1 Detached trailers

The cover under **Section A** extends to an **insured person**'s liability arising from any **trailer you** own or which is in **your** custody and control whilst:

a) temporarily detached from **your vehicle** during the course of a journey; or

b) out of use on **your** secured premises or **your** customer's secured premises.

2.2 Towing

The cover under **Section A** extends to an **insured person**'s liability arising from use of a **vehicle** to tow a disabled mechanically propelled vehicle other than for hire or reward. This extension does not cover loss or **damage** to the towed vehicle or property conveyed by the towed vehicle.

3 Section C Exclusions

This **Section** excludes and provides no indemnity for:

3.1 Exclusions under other sections

any loss, **damage** or liability excluded under the exclusions in **Section A** and/or **Section B**.

3.2 Excess

the amount of any **excess** shown in the **schedule** and/or **Section B** Exclusions.

3.3 Tool of Trade

any liability arising out of the operation as a tool of trade of any plant forming part of the **trailer** (other than a lifting device for self-loading) except so far as necessary to comply with the applicable laws relating to the compulsory insurance of motor vehicles within the **territorial limits**.

3.4 Property being conveyed

loss of or **damage** to property being conveyed on or in the **trailer**.

3.5 Fixtures and fittings

loss of or **damage** to any fixtures, fittings or utensils carried in or on the **trailer**.

3.6 Disabled mechanically propelled vehicle

loss of or **damage** to any disabled mechanically propelled vehicle which is being towed by the insured **vehicle**.

3.7 Caravan

loss of or **damage** to any caravan.

Section D – Driving abroad

1 Territorial Limits

We provide cover if **your vehicle** is used outside the United Kingdom, Isle of Man or Channel Islands but within the **territorial limits**.

Your certificate of motor insurance provides evidence of cover within the **territorial limits**. Whilst a Green Card is not necessary, **we** will issue one on request.

2 Compulsory insurance

We provide 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 Motor Insurance Directive (Directive 2009/103/EC) in relation to civil liabilities arising from the use of motor vehicles and any amendment to or replacement of this Directive.

Where the applicable minimum compulsory insurance requirements in the country in question are less than those in the United Kingdom, we provide the minimum insurance necessary to comply with such laws in the United Kingdom.

3 Green Card

If **your vehicle** is travelling to a country listed on the **Green Card** but outside the **territorial limits**, then on request **we** will extend **your** cover to include the territories listed in the **Green Card** subject to **you** accepting any additional terms and paying any additional premium **we** may require.

4 Sea and rail transit

We will indemnify **you**, subject to the terms of this **policy**, when **your vehicle** is in transit by sea or rail between ports in the countries within the **territorial limits** or a country for which **we** have extended cover under clause 3 above, including loading and unloading, provided that such transit is:

a) by a recognised sea passage;
b) of no longer than 65 hours' duration; and
c) concluded before any applicable **Green Card** period expires.

5 Sea losses

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

a) loss or **damage** to **your vehicle** is covered under **Section B**; and

b) the contribution relates to the **market value** of the **vehicle** suffering loss or **damage**.

6 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 country where **you** have valid insurance.

Section E – Unauthorised use of your vehicle(s)

1 Indemnity

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

2 Exclusions to Section E

This **Section** excludes and provides no indemnity for

a) any loss or **damage** excluded under **Section A**

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

Section F – Unlicensed drivers

1 Indemnity

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

2 Exclusions to Section F

This **Section** excludes and provides no indemnity for:

2.1 Exclusions under other Sections

any loss or **damage** excluded under **Section A** and/or **Section B**.

2.2 Non qualifying drivers

any liability, loss or **damage** if the **driver** 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 G – Medical expenses

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

Section H – Personal belongings

1 Indemnity

At **your** request **we** will pay up to £500 in total for loss of or **damage** to the personal effects of the **driver** and any passenger being carried in or on any **vehicle**, provided that the loss arises as part of an **occurrence** for which **we** provide indemnity under another **Section** of this **policy**.

2 Exclusions to Section H

This **Section** excludes and provides no indemnity for:

2.1 Excess

the first £50 of any loss or **damage** arising from any one **occurrence**.

2.2 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/or
d) any other property elsewhere insured.

2.3 Vehicle security

any loss or **damage** occurring when the **vehicle** is unlocked and unattended.

Section I – Personal accident

1 Indemnity

If a **driver** of **your vehicle**:

a) is aged between twenty-one (21) and seventy (70) at the **occurrence** date;

b) suffers injury as a direct result of an **occurrence** while travelling in, or getting into or out of **your vehicle**;

c) suffers death, loss of limb (including irrecoverable loss of use of any limb) or irrecoverable loss of all sight in one or both eyes within thirteen (13) weeks of such **occurrence**; and

d) does not by actual or attempted self-harm or suicide, or alcohol or drug use, contribute to such death or injury

then, at **your** request, **we** will pay to the **driver** or their representative up to a maximum of ten thousand pounds (£10,000) per **occurrence**. The most **we** will pay in total under this **Section** is ten thousand pounds (£10,000).

Section J – Emergency accommodation or transportation costs

1 Indemnity

If **your vehicle**:

a) is immobilised as a result of loss or **damage**;

b) is lost as a result of a **theft** which is covered under **Section B**; or

c) suffers loss or **damage** necessitating an unplanned overnight stop

then **we** will pay or repay reasonable costs for hotel expenses and/or travel expenses up to two hundred and fifty pounds (£250) per **person** per **occurrence**.

Section K – Crisis management

At **your** request, and subject to **our** prior written consent, **we** will pay up to twenty-five thousand pounds (£25,000) towards fees, costs and expenses **you** reasonably incur in respect of public relations, crisis management and/or crisis communications activities to maintain or protect **your** reputation or brand as a direct result of an **occurrence** for which **we** provide an indemnity under another **Section** of this **policy**.

Section L – Legal expenses

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 0800 678 3030 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.

1 Definitions

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 throughout.

1.1 Civil case

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

1.2 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 not pay for any opponent's legal costs or expenses **you** are ordered to pay should **you** be unsuccessful in a Motor Prosecution Defence legal action

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**.

1.3 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.

1.4 Insured Event

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

1.5 Legal representative

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

1.6 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.

1.7 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.

c) Where **your** legal action is for Motor Prosecution Defence Reasonable Prospects of Success exists if the **Legal Representative** advises that **you** are more likely than not to succeed in defending the prosecution at trial, or other final hearing; or **you** are more likely than not to succeed in achieving a significant mitigation of the sentence or fine where **you** intend to plead guilty to the offence, or are advised to do so by the **Legal Representative**.

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.

1.8 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**.

1.9 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**.

2 What you are covered for

2.1 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).

2.2 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.

The cover includes **costs** in respect of pleas in mitigation, provided that there is more than a 50% prospect that such a plea will materially affect the outcome.

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).

2.3 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.

3 Conditions

3.1 Your agreements with others:

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

3.3 **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**.

3.4 **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.

3.5 **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.

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

3.7 If there is a dispute about **our** choice of **legal representative** that **you** and **we** cannot resolve, the matter will be settled using the procedure in the Disputes Resolution Clause on page 24.

4 Exclusions to Section L

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

4.1 any claim arising out of a contract **you** have with another **person** or organisation;

4.2 a claim for an event which is not covered under this **policy**;

4.3 where the date of the **insured event** is before the date of inception of this **policy**;

4.4 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;

4.5 any **costs**:

a) incurred before **we** have accepted **your** claim in writing and appointed the **legal representative**;

b) **you** have paid directly to the **legal representative** or any other **person** without **our** permission;

c) 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;

d) 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;

4.6 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:

a) legal costs and expenses incurred by the **legal representative** in respect of **your** claim; or

b) **damages you** receive from **your opponent**. These types of contracts are normally referred to as either conditional fee agreements or **damages**-based agreements.

4.7 any disputes between **you** and **us** or **you** and **your legal representative**;

4.8 any dispute arising from:

a) 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

b) any other challenge to any existing or proposed legislation;

4.9 any claim that has arisen from **your** deliberate or reckless action;

4.10 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;

4.11 any Value Added Tax that is payable on the costs incurred which **you** can recover from elsewhere;

4.12 parking offences for which **you** do not receive points on **your licence**;

4.13 allegations of driving whilst under the influence of drink or drugs;

4.14 any fines or other penalties awarded against **you** by a court or tribunal;

4.15 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**;

4.16 any criminal proceedings where an indemnity is available under **Section A** of this **policy**; or

4.17 any award of costs made against **you** by a court following criminal proceedings.

5 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 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; and

g) instruct the **legal representative** to keep to part 6 below.

6 The legal representative must:

a) get **our** written permission before instructing a barrister or other legally qualified adviser 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 opponent** and pay them to **us**.

7 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:

   i. before a **legal representative** has been appointed; or

   ii. that are necessary to recover costs that we have paid in respect of your legal action;

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 adviser 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 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.

Disputes Resolution Clause

If there is a dispute between **you** and **us** under this **Section**, the matter may be referred to an arbitrator, who will be a solicitor, barrister or other suitably qualified **person** that **you** and **we** agree to. If **we** and **you** cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one. Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either **you** or **us**, the arbitrator will decide how **you** and **we** will share the costs. If the arbitrator decides that **you** must pay some, or all, of the costs of the arbitration those costs will not be covered by this **policy**.

General exclusions

This **policy** excludes the following:

1 Automated Vehicles

Any loss, **damage** or liability occurring or arising if **your vehicle** is an **automated vehicle** which, at the time of an **occurrence**, was being used in **automated driving mode** and:

a) **you** made or permitted alterations to any software affecting the **vehicle**'s functioning as an **automated vehicle** which the **vehicle**'s manufacturer did not make available or approve; or
b) **you** failed to install or arrange to install any **safety critical software** updates affecting the **vehicle**'s functioning as an **automated vehicle** which **you**, or a **driver you** permitted, ought reasonably to have known could adversely affect the **vehicle**'s safety; or
c) the **driver** of the **vehicle** negligently allowed the **vehicle** to begin driving itself when it was not appropriate to do so.

2 Contractual liability

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

3 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**, connected device or on the system of any vehicle manufacturer or third party providing computing services, infrastructure platforms or business applications in connection with the **vehicle computer system**, **additional vehicle technology**, **accessory** or connected device.

4 Data protection liabilities

Any liability which arises under the Data Protection Act 2018, General Data Protection Regulation or other data privacy legislation.

5 European jurisdiction

Any liability to pay by judgment or order of a court outside the **territorial limits** whether directly by the judgment or order of such a court or by a court of competent jurisdiction enforcing the judgment or order of such a court.

6 Intentional / Unlawful Acts

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

a) cause **damage** to other **vehicles** or property; or
b) cause injury, (including fatal injury), to any individual(s); or
c) put any individual in fear of injury.

7 Laid Up Vehicles

If **your schedule** shows that **you** have only 'Laid Up Fire and Theft' or 'Laid Up Fire, Theft and Accidental Damage' cover, any loss, **damage** or liability arising in connection with a **vehicle** which is:

a) not declared with the Driver and Vehicles Licensing Agency by Statutory Off Road Notification (SORN) as officially off the road and

b) is being used.

8 Nuclear hazards

Any loss, **damage** or liability directly or indirectly caused by or contributed to by or arising from:

a) ionising radiation from or contamination by radioactivity from any nuclear fuel, nuclear waste or the combustion of nuclear fuel;
b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

9 Racing

Any loss, **damage** or liability occurring while a **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.

10 Riot or civil commotion

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

11 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** or the **vehicle** or the safety of the **vehicle**.

12 Terrorism

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

13 Unlicensed use

Except as expressly covered under **Section F – Unlicensed drivers** any loss, **damage** or liability arising while **your vehicle** is being driven or used by anyone who:

a) does not hold a **licence** to drive the **vehicle** for the relevant use or whose **licence** to do so is revoked; or
b) has held but is currently disqualified from holding or obtaining a **licence** to drive the **vehicle** for the relevant use; or
c) does not fully comply with the conditions of their **licence** to drive the **vehicle** for the relevant use.

14 Unsafe load

Any loss, **damage** or liability occurring or arising while:

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 to **us**

   whichever is lower.

15 Use

Except as expressly covered under **Section E - Unauthorised use of your vehicle**, any loss, **damage** or liability occurring or arising while **your vehicle** is being:

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

16 War

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

Claims conditions and requirements

1 Claim/occurrence notification

If **your vehicle** is involved in an **occurrence**, or **you** or any **person** entitled to claim under this **policy** is involved in an **occurrence** 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 **occurrence** to **us** as soon as practicably possible. Details of how to contact **us** are set out under 'How to make a claim' in the 'Policy Guide' at page 4;

b) immediately send to **us** any letter of claim, claim form, summons, other legal document or any communication received in connection with any **occurrence** or claim;

c) inform **us** immediately upon **your** first awareness of any pending prosecution, coroner's inquest or fatality 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.

2 Your duties

For every claim made by a third party against **you** or claim that **you** make for indemnity under this **policy, you** and any **person** acting on **your** behalf must:

a) give **us** access to the **vehicle** involved in any **occurrence** for inspection by **us** or anyone appointed by **us**;

b) not make 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 **occurrence** giving rise to a claim (including a claim for 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) <u>not</u> make any admission of liability or offer or promise of payment without **our** prior agreement.

3 Our rights

We will have conduct of any third-party claim against **you** or an **insured person** which may be indemnifiable under this **policy** and **we** shall be permitted to take over the defence or settlement of any such claim in **your** or their name.

We may at any time pay the applicable **policy** limit of indemnity or limit of liability (after deduction of any sums already paid) or such lesser sum for which such 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.

4 Subrogation

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.

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 of whether **we** have indemnified **you** or them.

5 Arbitration

If **we** admit liability for a claim under the **policy** (save under **Section L Legal Expenses**) but there is a dispute as to the amount to be paid:

a) the parties will refer the matter to a sole arbitrator to be appointed in accordance with the applicable statutory provisions; and

b) **you** have no right of action against **us** in court until the arbitrator has issued a final award (and then only in accordance with the applicable statutory provisions).

General terms

1 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 as it appears in the **schedule** 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 as it appears in the **schedule** is located and are subject to the exclusive jurisdiction of that court save where the **Section L** 'Disputes Resolution Clause' applies or the 'Claims conditions and requirements' clause 5 applies.

2 Cancellation

2.1 Your Cancellation Rights

You may cancel this **policy** at any time during the **period of insurance** by writing to **us** or **your** insurance intermediary, provided:

a) **we** have made no payment under the **policy** in respect any claim;

b) no claims under the **policy** have been notified; and/or

c) you are not aware of any **occurrence** likely to give rise to a claim under the **policy**.

If **you** cancel the **policy** under this clause **we** may, at **our** discretion, refund to **you** a proportionate part of the premium paid for the unexpired period. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

2.2 Our Cancellation Rights

In addition to **our** rights under clause 7 below, **we** may cancel this **policy** at any time during the **period of insurance** by giving **you** seven (7) days' written notice by recorded delivery to **your** correspondence address shown in the **schedule**.

If **we** cancel the **policy** under this clause **we** will refund to **you** a proportionate part of the premium paid for the unexpired period. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

3 Changes during the policy period

You must tell **us** of any changes during the **period of insurance** to the information **you** have provided to **us** about the risks insured including **your vehicle(s)**, **driver** details or **your** business and/or to any matters that may affect the risks insured. If you do not do so, the **policy** will not cover the subject matter which has changed.

We have the right to charge additional premium or impose different terms if **you** advise **us** of any such alterations or changes during the **period of insurance**.

4 Contract (Rights of Third Parties) Act 1999

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

5 Insurance Act 2015

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

a) It is important that **you** have made a fair presentation of the risks insured by this **policy**, in accordance with the terms of the Insurance Act 2015.

b) **Your** obligations in this regard, and **our** rights, are as set out in the Insurance Act 2015.

c) If **you** do not make a fair presentation of the risk, this could reduce the amount for which **we** will indemnify **you** or mean the **policy** is treated as (i) if different premium or terms apply or (ii) never having come into force in the first place.

6 Fraudulent Claims

If **you** or anyone acting on **your** behalf:

a) makes a fraudulent or exaggerated claim under this **policy**;

b) makes false or fraudulent statements in support of a claim under this **policy** (whether or not the claim itself is genuine); or

c) submits false or fraudulent document(s) in support of a claim under this **policy** (whether or not the claim itself is genuine)

then **we** may retain the premium and:

a) refuse to pay the claim;

b) recover from **you** any sums that **we** have already paid in respect of the claim; and/or

c) by notice to **you** treat this **policy** as having been terminated from the time of the first fraudulent act. Such notice will take effect immediately it is sent and will mean **we** are not liable in respect of any matters occurring after notice is sent.

These remedies are not available against any **person** insured under this **policy** that was not implicated in the fraud.

7 Instalment premiums

If **we** have agreed **you** may pay premium(s) by instalments and **we** do not receive any premium instalment by its due date, then all unpaid instalments and service fees are immediately due. If **we** give **you** written notice that premium or service fees are due then this **policy** will be cancelled automatically seven (7) days after the notice is served unless **you** pay the outstanding premium and any service fee in full in the meantime.

8 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 named as the insured but **our** total liability for claims under the **policy** shall not exceed the limits of indemnity set out in this **policy** and/or the **schedule**.

9 Motor Insurance Policy 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). Certain statutory and/or authorised bodies including the Police, the Driver and Vehicle Licensing Agency (DVLA), the Driver and Vehicle Agency Northern Ireland (DVANI), the Insurance Fraud Bureau and other bodies permitted by law may use the MID and the data stored on it for purposes 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 their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

You can find out more about this from **us** or at www.mib.org.

10 Other Insurances

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.

This condition shall not apply to **Section I – Personal accident**.

11 Reasonable precautions

You must at **your** own cost take all reasonable precautions to prevent loss, **damage** or liability by:

a) maintaining **vehicles** in both a safe and roadworthy condition;
b) ensuring that any **ADAS** technology in the **vehicle** is professionally recalibrated following an **occurrence**, so as not to compromise its future performance;
c) ensuring that the software supporting any **vehicle computer system** is maintained according to the recommendations of the **vehicle** manufacturer or software provider;
d) ensuring the recharging of the **vehicle** is in accordance with manufacturer's guidance; and
e) ensuring that any electric **vehicle** charging equipment is installed by an approved installer and subject to maintenance in accordance with the manufacturer's and installer's instructions and guidance.

12 Compulsory Insurance

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.

13 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.

14 Supply of vehicle information

Unless **we** have agreed otherwise, **you** must supply **us** in writing with details of the **vehicle(s)** whose use is covered by **your policy** for entry onto the Motor Insurance Policy 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 to the list of **vehicle(s)** whose use **you** intend to cover under the **policy**, including any additions or deletions, whether permanent or temporary. Cover for any additional **vehicle** shall be subject to such terms and adjustment of premium **we** may require.

15 Car Sharing

Receipt of contributions from passengers as a part of a car sharing arrangement or other similar purposes on a journey in a **vehicle** will not be regarded as constituting the carriage of passengers for hire or reward provided that:

a) the **vehicle** is not constructed or adapted to carry more than eight passengers (excluding the **driver**);

b) **you** are not carrying the passengers in the course of a business of carrying passengers; and

c) the total payments **you** receive for the journey do not provide an element of profit.

This term only applies in respect of **private cars**.

16 Volunteering

Your policy applies whilst an insured **private car** is being occasionally used for, in connection with or for the benefit of charities, voluntary organisations, clubs or societies.

No cover applies for community first responders, volunteering where the use of blue lights is required, or other emergency responder volunteering, where monetary contributions received include an element of profit.

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 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 **we** have not satisfactorily resolved **your** complaint, **you** may be eligible to ask 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

You can contact the UK FOS via their website, write to them at UK FOS, Exchange Tower, London E14 9SR or call them on +44(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, or **you** can write to: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

QBE European Operations
30 Fenchurch Street
London EC3M 3BD

tel +44 (0)20 7105 4000
QBEeurope.com