



Insurance | Risk Management | Consulting

Melbourn Parish Council  
Melbourn Community Hub  
30 High Street  
Melbourn  
SG8 6DZ

IF PAYING BY **DIRECT BANK TRANSFER** PLEASE CHECK BANK DETAILS BELOW AS THEY MAY HAVE CHANGED SINCE YOUR LAST INVOICE

## Pro-Forma Invoice

Client Ref: 3077160  
Policy Ref: 98694733  
Invoice Date: 31 March 2022

			Amounts (£)	Cost (£)
<b>Non-Fleet Rated</b>	MS Amlin	Premium	465.15	570.97
<b>Commercial Motor</b>	Contract No.: AGRI/105790/2021	Insurance Premium Tax	55.82	
	Term: 23/04/22 - 22/04/23	Administration Fee	50.00	
<b>TOTAL</b>				<b>570.97</b>

**Payment due on or before effective date.**

If you would like to pay by credit/debit card please contact us on 01483 462884.  
Payments by **direct bank transfer** should be made to the following account, using reference - 3077160.

**Bank: Lloyds Bank Plc**  
**Account Name: AJGIBL GBP CLIENT NST ACCOUNT**  
**Account Number: 19511668**  
**Sort Code: 30-80-12**  
**Swift BIC: LOYDGB21F09**  
**IBAN Number: GB30 LOYD 3080 1219 5116 68**

Arthur J. Gallagher Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority.

The Financial Conduct Authority does not regulate all forms of the products we provide

Blenheim House, 1-2 Bridge Street, Guildford, Surrey, GU1 4RY  
t: 01483 462860 f: w: www.ajg.com/uk

Registered in Scotland: Registration No. SC108909  
Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow G2 7AT  
VAT Registration No: GB 484 7462 09

# Renewal Quotation Countrywise Motor Insurance



Policy number	AGRI/105790/2021	Broker name	Arthur J. Gallagher (Guildford)
Date of issue	23 Mar 2022	Current policy expiry	22 Apr 2022

## Policyholder

Name of Company	MELBOURN PARISH COUNCIL
Trading Name	
Address	30 High Street Melbourn Royston Hertfordshire SG8 6DZ

### Thank you for insuring with MS Amlin.

Your current motor policy is due to expire at the above date and we are pleased to offer you an invitation to renew your policy.

The following pages contain a statement of the facts we hold about your insurance requirements, which you should read carefully, together with our renewal quotation.

It is important for you to be aware that there are no days of grace allowed under your existing policy and you will need to provide your broker with your confirmation should you wish to take up this offer to renew, prior to the expiry of your current MS Amlin policy. Failure to instruct renewal prior to the expiry date will cause your cover to stop.

**Important: Cover will not begin until MS Amlin confirms acceptance, which shall include a confirmation schedule and the issue of your new certificate(s) of insurance**

### Your right to seek alternative insurance

You have been with us a number of years. You may be able to get the insurance cover you want at a better price if you shop around.

We strive to provide the right insurance cover based on your needs, whilst offering a high level of service to our Policyholders. It is important to remember that insurance products vary in terms and cover limits and this is something that you should consider when comparing prices.

Your current and renewal premium shown below is based on the annualised premium, which may have increased or reduced depending upon a number of factors, such as any change in Insurance premium Tax (IPT) imposed by the Government and any changes you may have made to your policy during the previous period of insurance, for example: a change of address, a change of drivers, a change of vehicles, all of which could affect your premium.

Whether or not you chose to shop around, please do check your policy documents to ensure that your insurance cover still meets your needs. If you have any questions or concerns, please contact your broker.

## Premium

	Premium (excluding Insurance Premium Tax)	Insurance Premium Tax	Total including Insurance Premium Tax
Expiring premium	£ 453.90	£ 54.47	£ 508.36
Renewal (premium required)	£ 465.15	£ 55.82	£ 520.97



### MS Amlin Insurance SE

MS Amlin Insurance SE (UK Branch), The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG, United Kingdom, tel. +44 (0) 207 746 1000  
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MS Amlin

# Renewal Quotation Countrywise Motor Insurance



Quotation number	RQ-DFYCR	Broker name	Arthur J. Gallagher (Guildford)
Date of issue	23 Mar 2022		Quotation is valid for 45 days

## Important - This quotation is:

- issued for an annual policy
- a summary of the cover we are quoting
- subject to no change in the information provided to us when obtaining this quotation
- subject to no incidents which might lead to a claim occurring before inception
- subject to the terms of our current standard Countrywise Motor Insurance policy, a copy of which is available on request
- subject to the receipt of Claims history and No Claim Discount entitlement plus any other document requested by us within 30 days of inception.

**Important:** Cover will not begin until MS Amlin confirms acceptance.

## Proposer (who will be stated as the "Policyholder" if you proceed with this quotation)

Name of Company	MELBOURN PARISH COUNCIL
Trading Name	
Address	30 High Street Melbourn Royston Hertfordshire SG8 6DZ
Agricultural Occupation	Parish Council
Other Occupation(s)	None

## Premium

Premium (excluding Insurance Premium Tax)	£ 465.15
Insurance Premium Tax	£ 55.82
Total Premium including Insurance premium Tax	£ 520.97

## Insured Vehicles

### Commercial Vehicles

Registration	Make / Model	GVW (tons)	Year	Value	Cover	Premium (ex IPT)
HY03 KVV	VAUXHALL ASTRA ENVOY DTI	0T - 3.50T	2003	£ 1,500	Comprehensive	£ 465.15

## Trailers / Implements

The MS Amlin policy covers Trailers / Implements that are attached to a vehicle listed above and continues to do so once detached until such time the Trailer / Implement is attached to another vehicle, subject to

- the cover that applies to the Trailer / Implement will be the same as the insured vehicle to which the Trailer / Implement is (or was last) attached to and
- Catering trailers, Caravans and Mobile Homes plus any trailer / Implement valued in excess of £100,000 are excluded, unless specified below



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# Renewal Quotation

## Countrywise Motor Insurance



### Permitted Drivers

Registration / Identification	Permitted Drivers (subject holding correct licence type)
HY03 KVV	Any driver aged over 25

### Policy Excess

The following shows the amount of excess payable by the proposer in the event of a claim for loss of or damage to the insured vehicle.

Where more than 1 excess applies these should be added together

#### Policy excess

Standard excess (including Voluntary)	£ 100
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#### Young & inexperienced driver excess (does not apply to Agricultural/ Special type vehicles)

Where driver is aged 21 years or below	£ 250
Where driver is aged 22-24 years	£ 200
Where a driver aged 25 years or more has not held their full relevant UK/EU driving license at least 12 months	£ 200

#### Glass excess (in total)

##### Agricultural / Special Types

Repair of Windscreen & Window Glass	£ 0
Replacement of Windscreen & Window Glass	£ 50

##### All other Vehicle Types

Repair of Windscreen & Window Glass	£ 0
Replacement of Windscreen & Window Glass (approved repairer)	£ 50
Replacement of Windscreen & Window Glass (non approved repairer)	£ 125



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# Renewal Quotation Countrywise Motor Insurance



## Use of Insured Vehicles

### 1. Permitted use

- Social, Domestic and Pleasure and in the ordinary course of the business of the Proposer
- Travel to and/or from the Proposer's place of work and/or study
- Agricultural / Special type vehicles whilst hired or loaned to a Public Authority for the purpose of driving stone crushing plant or for snow clearance
- Agricultural and/or Forestry contracting where the amount of income that is derived from this use is no more than 10%

### 2. Excluded use - Unless shown in section 3. below as an Additional use extension, the following use is not covered

- Use in connection with any other business
- Use by any other person to travel to and/or from their place of work and/or study and for any associated business use
- Transportation of passengers, goods, livestock and/or towing of a vehicle / trailer for hire or reward
- Racing, pace-setting, speed trials, motor rallies, competitions or trials
- Self drive hire
- Use in connection with the motor trade
- Third party liability is excluded where a vehicle, trailer or implement is being used outside of the public highway.

### 3. Additional use extension

Driver Name	Vehicles
Use in the ordinary course of their occupation/trade	
Carriage of any horse, animal and/or other living creature for hire and/or reward	

## Endorsements

The standard insurance cover provided by this policy is extended or restricted by means of the following endorsements.

### P06 - Fleet Rated

The General Term "No Claim Discount" and "Protected No Claim Discount (PNCD)" are deleted  
all other terms, conditions and warranties apply



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# Renewal Quotation Countrywise Motor Insurance



## Important Notices

### Policy changes

Changes to this policy are only valid from the time that MS Amlin confirms acceptance.

### Privacy Notice

Your information has been, or will be, collected or received by MS Amlin. We will manage personal data in accordance with data protection law and data protection principles. We require personal data in order to provide good-quality insurance and ancillary services and will collect the personal data required to do this. This may be personal information such as name, address, contact details, identification details, financial information and risk details.

The full Data Privacy Notice can be found on [www.msamlin.com/en/site-services/data-privacy-notice.html](http://www.msamlin.com/en/site-services/data-privacy-notice.html).

A paper copy of the Data Privacy Notice can be obtained by contacting the Data Protection Officer by email ([dataprotectionofficer@msamlin.com](mailto:dataprotectionofficer@msamlin.com)) or at the below address:

Data Protection Officer  
MS Amlin Insurance SE (UK Branch)  
The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG

### Fraud prevention

MS Amlin may pass information to the Claims and Underwriting Exchange register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help us check information provided and also to prevent fraudulent claims. When dealing with your request for insurance, we may search these registers. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

### Financial Services Compensation Scheme

MS Amlin Insurance SE (UK Branch) is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we are unable to meet our obligations to you under this policy. If you are entitled to compensation under the Scheme the level and the extent of the compensation would depend on the type of business and the circumstances of the claim. Further information is available from the FSCS.

Financial Services Compensation Services  
10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU

Website address: [www.fscs.org.uk](http://www.fscs.org.uk)

### Motor Insurance Database

Following UK legislation which implemented the Fourth EU Motor Directive, all UK motor insurance details are now required to be held on a central database. This legislation places an obligation upon you to ensure that the information stored on this database remains accurate and current at all times. Consequently any delay or failure to update your records may cause you to be in breach of this legislation which is a punishable offence.



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# Renewal Transparency Document

## Countrywise Motor Insurance



Expiring Policy number	AGRI/105790/2021	Broker name	Arthur J. Gallagher (Guildford)
New Quote number	RQ-DFYCR		
Date of issue	12:14 hours 23 Mar 2022	Renewal Date	00:00 hours 23 Apr 2022

### Policyholder

Name of Company	MELBOURN PARISH COUNCIL
Trading Name	
Address	30 High Street Melbourn Royston Hertfordshire SG8 6DZ

#### Thank you for insuring with MS Amlin.

Your current motor policy is due to expire at the above date and we are pleased to offer cover for our Countrywise Insurance product.

**Important: Cover will not begin until MS Amlin confirms acceptance, which shall include a confirmation schedule and the issue of your new certificate(s) of insurance**

#### Your right to seek alternative insurance

You have been with us a number of years. You may be able to get the insurance cover you want at a better price if you shop around.

We strive to provide the right insurance cover based on your needs, whilst offering a high level of service to our Policyholders. It is important to remember that insurance products vary in terms and cover limits and this is something that you should consider when comparing prices.

Your current and renewal premium shown below is based on the annualised premium, which may have increased or reduced depending upon a number of factors, such as any change in Insurance premium Tax (IPT) imposed by the Government and any changes you may have made to your policy during the previous period of insurance, for example: a change of address, a change of drivers, a change of vehicles, all of which could affect your premium.

Whether or not you chose to shop around, please do check your policy documents to ensure that your insurance cover still meets your needs. If you have any questions or concerns, please contact your broker.

### Premium

Expiring premium (excluding IPT)	£453.90
New premium (excluding IPT)	£465.15

### Insured Vehicle(s) and premium details

Registration	Make / Model	Expiring Premium (excluding IPT)	New Premium (excluding IPT)
HY03 KVV	VAUXHALL ASTRA ENVOY DTI	£453.90	£ 465.15



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# Renewal Transparency Document

## Countrywise Motor Insurance



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Website address: [www.fscs.org.uk](http://www.fscs.org.uk)

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**MS Amlin**

# Claims Experience Countrywise Motor Insurance



<b>Policy number</b>	AGRI/105790/2021	<b>Renewal date</b>	23 Apr 2022	<b>Date of issue</b>	23 Mar 2022
<b>Policyholder name</b>	MELBOURN PARISH COUNCIL	<b>Policyholder postcode</b>	SG8 6DZ		

The following is a summary of claims and cover relating to policies issued by MS Amlin only, as recorded in our systems at the date of issue.

Policy Period (month / year)	Vehicle Years	Number of Reported Claims	Claims Paid (£) (including payments made on outstanding claims)			Claims Outstanding (£)			Total Paid and Outstanding (£)
			Own Damage	Fire & Theft	Third Party	Own Damage	Fire & Theft	Third Party	
04/21 - 04/22	0.92	0	0	0	0	0	0	0	
04/20 - 04/21	1	0	0	0	0	0	0	0	

Policy Period (month / year)	Cover in Period	Policy Level Excess (£) (excludes any specified driver / vehicle excess)
04/21 - 04/22	Comprehensive	100
04/20 - 04/21	Comprehensive	100

The information in this document is not valid if altered in any way.



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# Statement of Fact Countrywise Motor Insurance



Quotation number RQ-DFYCR Broker name Arthur J. Gallagher (Guildford)  
Quote date 23 Mar 2022

**This document does not constitute acceptance of the risk, nor provide evidence of insurance cover.**

## Important

You should read this document carefully and in full since it represents the answers given by you or your representative during the application process and relied upon by us in deciding upon whether to accept the risk, together with the terms and premium that apply.

## Accuracy of Information

You have a duty of care to ensure that the information you or your representative have supplied is true to the best of your knowledge and belief.

If any of the information provided is not; correct, no longer true, valid or up-to-date, you should inform your insurance broker as soon as possible and where necessary, revised documentation will be issued. Failure to do so may mean that your policy is not valid or we may not be liable to pay all or some of your claim(s).

You are reminded that it is an offence to make any false statement or withhold any information for the purpose of obtaining a certificate of motor insurance.

## Proposer (who will be stated as the "Policyholder" if evidence of cover has been issued by us)

Name of Company	MELBOURN PARISH COUNCIL
Trading Name	
Address	30 High Street Melbourn Royston Hertfordshire SG8 6DZ
Year Established	2000
Micro Enterprise	Yes
Agricultural Trade	Parish Council
Other Trade(s)	None

## General Declaration

### You have confirmed the following:

- Neither the proposer nor any drivers have been declared bankrupt or insolvent, nor have been the subject of bankruptcy or insolvency proceedings, unless discharged.
- Neither the proposer nor any drivers have had insurance refused, declined, cancelled or had special terms imposed at any time.
- Neither proposer nor any drivers have any unspent non-motoring convictions according to the Rehabilitation of Offenders Act, nor have any prosecutions pending.



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**MS Amlin**

# Statement of Fact Countrywise Motor Insurance



## Insured Vehicles

### Commercial Vehicles

Registration	Make / Model	Body Type	Year of Make	Value	Cover	NCD Years	Driving Restriction
HY03 KVV	VAUXHALL ASTRA ENVOY DTI	Van	2003	£ 1,500	Comprehensive		Any driver aged over 25

### Trailers / Implements

#### Important Notice

The MS Amlin policy covers Trailers / Implements that are attached to a vehicle listed above and continues to do so once detached until such time the Trailer / Implement is attached to another vehicle. Furthermore the cover that applies to the Trailer / Implement will be the same as the insured vehicle to which the Trailer / Implement is (or was last) attached to.

#### You have confirmed that:

You do not require cover in respect of any Catering Trailer, Caravan, Mobile Home, nor any Trailer / Implement valued in excess of £100,000.

## Vehicle Declaration

You have confirmed the following:

- All vehicles are owned by and registered to the Proposer .
- All vehicles are kept overnight at the correspondence address of the Proposer at least 330 days of the year .
- No vehicle will be loaned, leased or hired out to another party.
- No Vehicle is fitted with a tracker.
- No Vehicle has been modified from the manufacturer's original specification .

## Use of Insured Vehicles, Trailers and Implements

You have confirmed that the insured vehicles, trailers and implements will be used for the following:

- Business use of the proposer including social, domestic and pleasure use and travel to and from the Proposer's place of work.
- Agricultural and/or Forestry contracting where the amount of income that is derived from this use is no more than 10%
- Agricultural / Special Types vehicles may be hired or loaned to a Public Authority for the purpose of driving stone crushing plant or for snow clearance.

#### Excluded Use:

Important: The MS Amlin policy will exclude:

- Use by any other person to travel to and/or from their place of work and/or study and for any associated business use.
- The Carriage of passengers and/or goods for hire and/or reward.
- The Carriage of any horse, animal and/or other living creatures for hire and/or reward.
- Use in connection with the Towing for reward a mechanically propelled vehicle.
- Racing, pace-setting, speed trials, motor rallies, competitions or trials.
- Hire of the vehicle.
- Use in connection with the motor trade.
- Use in connection with any other business.
- Use to secure the release of a motor vehicle other than the vehicle identified above.



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**MS Amlin**

# Statement of Fact Countrywise Motor Insurance



## Driver Declaration

### You have confirmed the following:

- All drivers will hold a relevant driving licence (except where a fully trained driver over the age of 15 years uses an Agricultural / Special Type vehicle in a place where no licence is required by law).
- No Drivers have unspent motoring convictions under the Rehabilitation of Offenders Act for the following:
  - more than 2 motoring offences of any type, or
  - any offence where the conviction code starts with: AC, BA, CD, DD, DG, DR, E, IN, MR, NI, NR, Q, or
  - any of the following offences: MS60, MS61, MS62, MS63, MS64, MS65, MS66, NEND, TT99, Z007, Z008, or
  - any of the following offences: 41.04.001, 41.04.002, 50.08.015 to 50.08.023, 50.08.025 to 50.08.035, 50.08.123 to 50.08.142, 50.08.146, 50.08.147, 50.08.200 to 50.08.217, 50.10.001, 50.10.002, 52.08.093
- During the past 3 years, No Drivers have been involved in a motor accident or made a motor insurance claim that was not covered by the Proposer's motor insurance.

## Fleet Experience

<b>Start Date</b>	23 Apr 2021	<b>End Date</b>	22 Apr 2022
<b>Vehicle Years</b>	0.92	<b>Number of Claims Reported</b>	0
<b>Start Date</b>	23 Apr 2020	<b>End Date</b>	22 Apr 2021
<b>Vehicle Years</b>	1	<b>Number of Claims Reported</b>	0
<b>Start Date</b>	23 Apr 2018	<b>End Date</b>	21 Apr 2019
<b>Vehicle Years</b>	1.0	<b>Number of Claims Reported</b>	0
<b>Start Date</b>	23 Apr 2019	<b>End Date</b>	21 Apr 2020
<b>Vehicle Years</b>	1.0	<b>Number of Claims Reported</b>	0



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# Statement of Fact Countrywise Motor Insurance



## Important Notices

### Policy changes

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The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG

### Fraud prevention

MS Amlin may pass information to the Claims and Underwriting Exchange register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help us check information provided and also to prevent fraudulent claims. When dealing with your request for insurance, we may search these registers. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

### Financial Services Compensation Scheme

MS Amlin Insurance SE (UK Branch) is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we are unable to meet our obligations to you under this policy. If you are entitled to compensation under the Scheme the level and the extent of the compensation would depend on the type of business and the circumstances of the claim. Further information is available from the FSCS.

Financial Services Compensation Scheme  
10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU

Website address: [www.fscs.org.uk](http://www.fscs.org.uk)

### Motor Insurance Database

Following UK legislation which implemented the Fourth EU Motor Directive, all UK motor insurance details are now required to be held on a central database. This legislation places an obligation upon you to ensure that the information stored on this database remains accurate and current at all times. Consequently any delay or failure to update your records may cause you to be in breach of this legislation which is a punishable offence.



**MS Amlin Insurance SE**

MS Amlin Insurance SE (UK Branch), The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG, United Kingdom, tel. +44 (0) 207 746 1000  
MS Amlin Insurance SE is authorised and regulated by the NBB in Belgium and deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the United Kingdom for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

**MS Amlin**





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The information provided in this Insurance Product Information Document is a summary of key information about your policy that you should read. The summary does NOT contain the full terms, conditions, excesses and exclusions. These are detailed in the policy wording a copy of which is available on request.

### What is this type of insurance?

This is a motor insurance aimed at the agricultural community providing cover to comply with the laws relating to compulsory motor insurance legislation within the European Union and certain other countries within the territorial limits as standard (Third Party Only). Additional cover options include Fire and Theft and Accidental Damage cover (Comprehensive).

 What is insured?	Covered limit
<b>Third Party Only</b>	
✓ All amounts you may legally have to pay as a result of an accident where you were driving or using your vehicle	
✓ Death or Bodily Injury	Unlimited
✓ Damage to Property caused by Cars	£20,000,000
✓ Damage to Property caused by all other vehicle types	£5,000,000
✓ Damage to Property caused by vehicle carrying hazardous goods.	£1,200,000
✓ Prosecution Defence Costs	£2,000,000
✓ Uninsured Loss Recovery	£100,000
✓ Additional Legal Services	Included
<b>Third Party Fire and Theft</b>	
As noted above in Third Party Only, plus:	
✓ Loss of or damage to vehicle caused by fire, lightning, explosion, theft or attempted theft	Market Value
✓ Trailers (unless otherwise declared and accepted)	£100,000
✓ Personnel Effects	£250 per vehicle
<b>Comprehensive</b>	
As noted above in Third Party Only, and Third Party Fire and Theft plus accidental damage to your vehicle.	
Limits stated are per event unless stated otherwise	
✓ New Vehicle Replacement	Market Value
✓ Windscreen / Glass Cover	Unlimited
✓ Audio Visual and Navigation equipment	£1,000
✓ Loss of Keys / Replacement Locks	£1,250
✓ Global Positioning System (for farming)	£30,000
✓ Personal accident resulting in Death, or Loss of sight and/or limb	£10,000
✓ Emergency Accommodation And Travel Expenses	£100 per person £400 any one incident
✓ Medical Expenses	£500 per person
✓ Child Car Seat	£500
✓ Increased Personal Effects	£500 per vehicle

 What is not insured?
<b>General Exclusions</b> (apply to all Sections of the Policy)
✗ Loss, damage or liability while your vehicle is driven by anyone disqualified from driving or not permitted by your certificate of motor insurance or caused by the deliberate acts of any driver.
✗ Death of or injury to the driver except under the Personal Accident Section (if covered).
✗ Contractual liability, War, Earthquake, Radioactivity, Terrorism, Pollution, Contamination.
✗ Death, injury, loss or damage as a result of a deliberate act caused by you.
✗ Anyone insured who can claim for the same loss from any other insurance
✗ Driving while declared medically unfit by your medical advisor
✗ Accidents while the driver is under the influence of drink or drugs
✗ Death of or injury to anyone travelling in the vehicle for employment purposes other than as required by Road Traffic Acts
✗ Your liability for exemplary or aggravated damage
✗ Your liability for loss or damage while the insured vehicle is in any area to which aircraft have access.
<b>Third Party Only</b>
✗ Loss of or damage to the vehicle and its contents
<b>Third Party Fire &amp; Theft / Comprehensive</b>
✗ Any applicable Excess(es)
✗ Wear and tear or damage to your vehicle caused by lack of maintenance.
✗ Loss of use of your vehicle
✗ Loss of or damage where you do not take reasonable precautions to protect your vehicle
✗ Repairs or replacements which improve the condition of the vehicle
✗ Personal Accident cover – (Comprehensive cover only) where the incident involves: <ul style="list-style-type: none"> <li>- persons aged under 17 or over 70 at the time of the accident</li> <li>- any injury caused:                             <ul style="list-style-type: none"> <li>i) deliberately</li> <li>ii) by natural disease</li> <li>iii) while under the influence of drugs or alcohol.</li> </ul> </li> </ul>

 Are there any restrictions on cover?
<ul style="list-style-type: none"> <li>• Theft of your vehicle when the keys are left on or in it and it is not locked and secure</li> <li>• New Vehicle Replacement – Cars and Commercial vehicles only where original vehicle is no more than 12 months old and cost of repair exceeds 60% of the price of a new vehicle</li> <li>• Uninsured Loss Recovery requires greater than a 50% chance of success for any action to proceed</li> <li>• You can only have Damage Fire &amp; Theft cover if your vehicle is not used on the public highway.</li> </ul>



### Where am I covered?



The United Kingdom and any member country of the European Union and in any other country which has made arrangements which meet the insurance conditions of and are approved by the Commission of the European Union.



### What are my obligations?

You must notify your broker as soon as reasonably possible:

- if you become aware that information you have given us is inaccurate;
- of you becoming aware of any changes in the information you have provided to us which happen before or during the period of insurance;
- if a claim for liability is made against you, and forward any letter, claim, writ, summons or other legal document you receive.

You must not admit liability or offer or agree to settle any claim without our written permission.

You must take all reasonable steps to protect your vehicle from loss or damage and to keep it in roadworthy condition.

You must take all reasonable steps that you can to avoid or keep losses as low as possible under this insurance.

You must notify us in writing if any single trip is likely to exceed 60 days, or the total of all trips in the same vehicle is likely to exceed 120 days, during the period of insurance.



### When and how do I pay?

For full details of when and how to pay, you should contact your broker.



### When does the cover start and end?

This insurance is generally issued for a twelve month period. Cover start and end dates will be shown on your schedule.



### How do I cancel the contract?

You can cancel this insurance at any time by contacting your broker.

If cover has not started yet we will provide a full refund of the premium paid.

For any time after the policy has started, provided you have not made a claim, you will be entitled to a refund of any premium paid, subject to a pro rata deduction for consumers and a short period rate for non-consumers for any time for which you have been covered.

**MS Amlin**



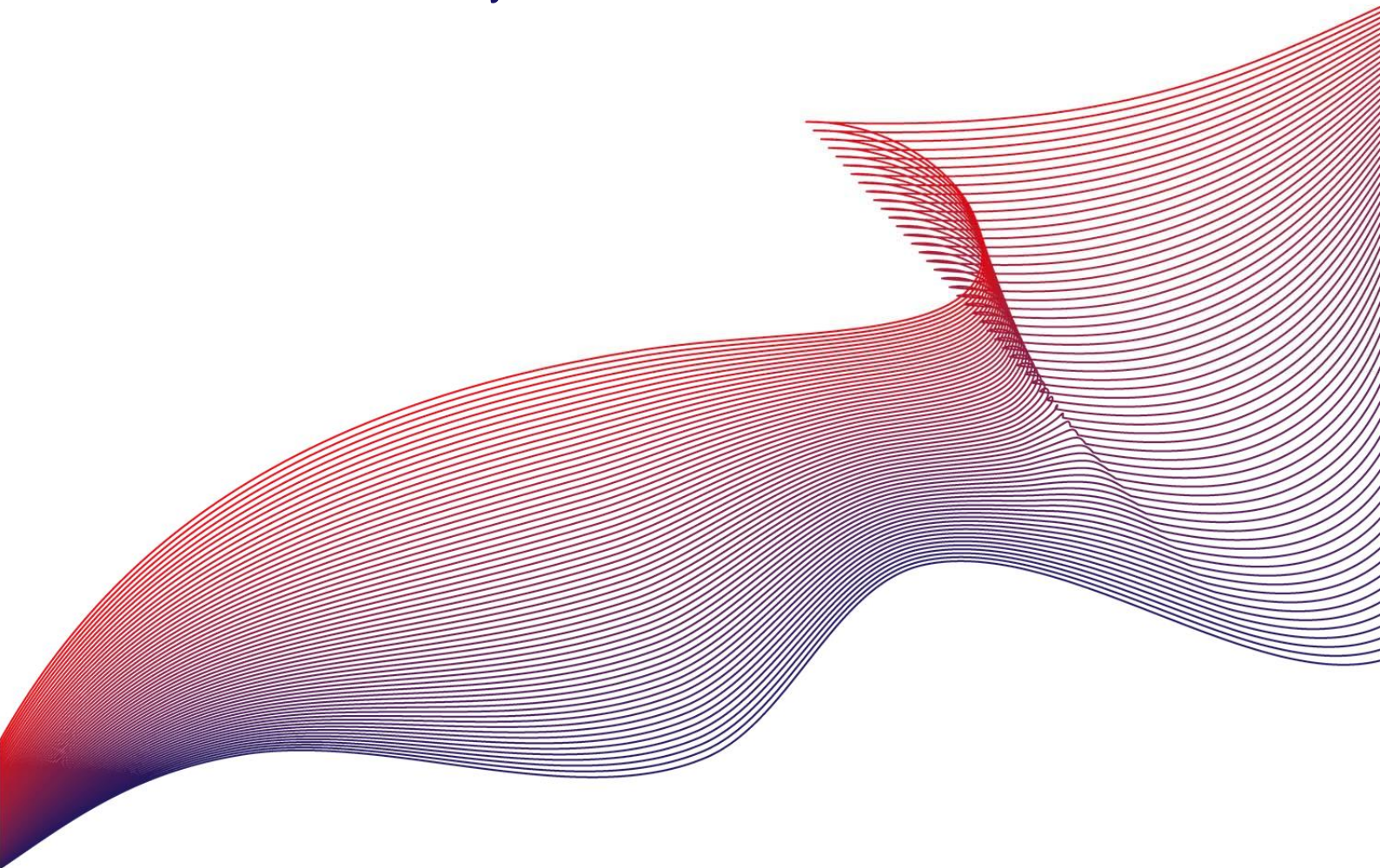
#### MS Amlin Insurance SE

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# Countrywise Motor

Insurance Policy



## Welcome to Countrywise

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Thank you for choosing to insure with us.

Countrywise is a MS Amlin product.

MS Amlin is a leading insurer and reinsurer, and part of the global top-10 insurance group MS&AD. With a 300-year record and expertise worldwide, we deliver continuity for businesses facing the most complex and demanding risks. In turn, this promotes continuity and prosperity around the world. Our role places us at the forefront of the Property & Casualty, Marine & Aviation and Reinsurance markets.

## Contract of Insurance

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This **policy** is evidence of a legal contract between **you** and **us**.

The information **you** or **your** representative have supplied has been relied upon by **us** in offering the contract of insurance.

This **policy** document, **certificates of motor insurance, schedule** and any **endorsements**, form the contract of insurance between **you** and **us** and they must be read together as one contract.

The covers applicable to **your** insurance are specified on the **schedule**.

It is important that **you** read it carefully to make sure it meets **your** requirements.

If it does not, or if **your** requirements change, **you** should contact **your** insurance adviser at **your** earliest opportunity.

In consideration of the premium **you** have paid or have agreed to pay **we** will insure **you** against liability, loss or damage to property resulting from an accident or event occurring during the **period of insurance** arising out of the use of the **insured vehicle** in accordance with the terms, conditions and exclusions of this **policy**.

Where a word appears in **bold** text, please refer to Definitions on page 4 of this **policy**.



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## Definitions

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The following words will have the same meaning wherever they appear in this **policy, schedule, certificate of motor insurance** or any **endorsement** forming part of this **policy**. To help identify these words they will appear in **bold** in the **policy** wording. Where the singular is used, this will include the plural and vice versa.

### Accessories

- (a) spare parts of the **insured vehicle** which are not directly related to the working mechanisms of the **insured vehicle** excluding wagon sheets, ropes and tarpaulins;
- (b) audio, satellite navigation, tracking, telematics, multimedia and communication equipment (excluding telephones) permanently fitted to the **insured vehicle** by the vehicle manufacturer which is unable to operate independently from the **insured vehicle**.

### Audio Visual and Navigation Equipment

- (a) audio, satellite navigation, tracking, telematics, multimedia and communication equipment (excluding telephones) permanently fitted to the **insured vehicle** (other than by the vehicle manufacturer) which is unable to operate independently from the **insured vehicle**;
- (b) GPS systems including portable parts while they are fixed to the **insured vehicle**, including where this is in a fixed housing.

### Certificate of motor insurance

A document which is legal evidence of **your** insurance and forms part of this **policy**.

### Commercial customer

An individual, company, body corporate, partnership or similar, not being a **consumer**.

### Compulsory motor insurance legislation

The Road Traffic Act, and any other Acts, Laws or Regulations which govern the insurance of liabilities to Third Parties arising from the driving or use of a motor vehicle in any country in which this **policy** operates.

### Consumer

A natural person acting wholly or mainly for purposes outside their trade, business or profession.

### Employee

- (a) Any person who undertakes work for **you** or on **your** behalf, including:
- (b) employed by **you** under a contract of employment or apprenticeship;
- (c) supplied to **you** for the purpose of study work or training experience;
- (d) a prospective **employee** who is undergoing practical work experience while being assessed by **you** as to his or her suitability for employment;
- (e) a family member or voluntary helper working under **your** supervision and control and in connection with the business; or
- (f) Any other person who is contracted to perform work for **you**, who in all other respects **you** have arranged to insure on the same basis as **your** other **employees** and who performs work under **your** supervision.

### Endorsement

An alteration in the terms of the insurance which alters the standard wording and is shown in **your schedule**.

### Excess

A financial contribution, for the first part of each claim, payable by **you**.

*Note: The **excess** will apply to each **insured vehicle**. Where more than one **excess** applies, **we** will add these together. Where the Section carries a separate financial limit, the separate limit applies over and above the value of the **excess** as specified in the **schedule**.*

### GBP

Great Britain Pound sterling, the official currency of the **United Kingdom**.



## Definitions continued...

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### Hazardous goods

Goods of a generally hazardous or dangerous nature and/or quantity that require carriage in accordance with:

- (a) The Dangerous Substances (Conveyance by Road in Road Tankers and Tank Containers) Regulations 1992; and/or
- (b) The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009; and/or
- (c) The Carriage of Dangerous Goods Manual published by the Health and Safety Executive;

including amendments to and re-enactments or replacement of such regulations or directives and any other legislation of similar intent (including subsequent legislation, if applicable) and will include their equivalents in any jurisdiction in which this **policy** operates.

### Implement

A tool of trade that can be attached to and used with the **insured vehicle**.

### Insured vehicle

Any motor vehicle advised to **us** as described in the current **certificate of motor insurance** and including:

- (a) **agricultural vehicle** meaning a vehicle which is constructed to operate primarily as an agricultural tool of trade which is not a passenger carrying vehicle and is not designed for the carriage of goods, including but not restricted to plant, tractor, agricultural use vehicle, forestry vehicle, all-terrain vehicle, harvester and the like;
- (b) **articulated vehicle** meaning a goods carrying vehicle comprising of power unit and one or more semi-trailers;
- (c) **bus** or **coach** meaning a passenger carrying vehicle with 17 or more passenger seats;
- (d) **car** meaning a private passenger carrying vehicle with less than 8 passenger seats, not used for hire and reward;
- (e) **commercial vehicle** meaning a motor vehicle manufactured or adapted for the carriage of goods or livestock (other than an **agricultural vehicle**);
- (f) **motor cycle** meaning any motor cycle, motor cycle and sidecar or moped;
- (g) **minibus** meaning a vehicle designed to carry between 9 and 16 passengers in addition to the driver;
- (h) **special type vehicle** meaning a vehicle which is constructed to operate primarily as a tool of trade which is not a passenger carrying vehicle and is not designed for the carriage of goods.

Unless requested by **you** and agreed by **us** this **policy** does not cover vehicles registered elsewhere than in the **United Kingdom**, the Isle of Man or the Channel Islands.

### Market value

The cost of replacing the **insured vehicle, trailer** and/or **implement** (at the time the loss occurred) in an open and fair market with one of the same make, model, mileage (where applicable), specification and condition as determined by an independent motor engineer (or loss adjuster as appropriate) but not greater than the last value shown on **your schedule**.

### Micro-enterprise

Any business that has an annual turnover or balance sheet of 2 million Euros or less and fewer than 10 employees or as subsequently defined by the Financial Conduct Authority Handbook.

### Misdelivery

The delivery of goods at a time or place or in a manner not meeting contractual requirements and includes circumstances where the driver or attendant has acted erroneously or been incorrectly directed.



## Definitions continued...

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### Period of insurance

The period of time shown in the **schedule** and any subsequent period for which **we** have agreed to provide insurance and **you** have paid or agreed to pay the premium, subject to the terms, conditions and exclusions of this **policy**.

### Personal effects

Items which **you** would wear or carry around for personal use, adornment or convenience while in the **insured vehicle** including portable audio equipment, multimedia equipment, communication equipment, personal computers and satellite navigation not permanently fitted to the **insured vehicle**, but excluding child car seats, jewellery, money, stamps, tickets, documents, securities and tools, goods or samples carried in connection with any trade or business and the property of fee paying passengers.

### Policy

This **policy** document including any **schedule**, **endorsement** or **certificate of motor insurance** you've received from **us**, which must be read together as one contract.

### Pollution or Contamination

The actual or threatened release, discharge, escape or dispersal of any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled reconditioned or reclaimed).

### Principal

Any person, company, local authority or other body with whom **you** have entered into a contract or agreement for the performance of work in connection with **your** business.

### Private hire

Use for the carriage of passengers for hire and reward by direct booking through a licensed operator, other than **public hire**.

### Public hire

Use for the carriage of passengers for hire and reward, including plying for hire in the streets or operating from a rank or central stand but excluding **private hire**.

### Schedule

This is the document unique to **your policy** highlighting the level of cover chosen, **policy** limits and **endorsements** applicable to **your policy**.

### Terrorism

Any acts including but not limited to the use of, or the threat of use of force or violence as defined in the Terrorism Act 2000 (or subsequent amendments to, or successors of) committed for political, religious, racial or ideological purposes and with the intention to influence any government and/or to put the public or any section of the public in fear.

### Trailer

Any vehicle manufactured not to be mechanically driven that is properly constructed to be towed by a motor vehicle and includes articulated trailers, semi-trailers and draw bar trailers.

### United Kingdom

England, Scotland, Wales and Northern Ireland.

### We/us/our

MS Amlin Insurance SE (UK Branch).

### You/your

The insured company, person or people named as the policyholder in the **schedule** and **certificate of motor insurance**.



## Customer helplines

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### Glass and Windscreen helpline (excludes panoramic roofs and agricultural vehicles)

To contact **our** approved glass repairer please call **01245 396260**.

If **your policy** does not extend to provide windscreen or window glass cover, **we** would still recommend that **you** contact **our** approved glass specialist for a quotation, as they are able to offer special discounted rates to **our** policyholders where they carry out glass replacement.

### To make a claim for all other damage

Please telephone **our** 24 hour helpline on **01245 396612**.

**Note: We** recommend that **you** take advantage of **our** approved repairer scheme. **We** will arrange for the approved repairer in **your** area to contact **you** and arrange for the collection of **your** vehicle at a convenient time and date. If available the approved repairer will provide **you** with a courtesy car for the duration of the repair. Courtesy cars are not available where **your** vehicle is an **agricultural vehicle** or **special type vehicle** or for **trailers** or **implements**.

### Additional legal services

If **you** require legal advice, UK tax advice or consumer legal services (which do not constitute the reporting of a claim on this **policy**) please contact the applicable helpline.

Full details are available under Section 6 - Additional Legal Services on page 24.

#### Legal advice

Legal advice on personal legal matters within the laws of the member states of the European Union.  
Please call 0344 571 7977

#### United Kingdom tax advice

Please call 0344 571 7977.

#### Consumer Legal Services

Please call 0344 571 7977.

### Uninsured loss recovery

If **you** have had a claim where **you** believe **you** are not at fault, and wish only to have **your** claim dealt with under Section 7 - Uninsured Loss Recovery **you** have the option to contact either MS Amlin on **01245 396612** or ARAG plc direct on **0333 000 7906**. Lines are open 24 hours a day, 365 days a year.



## How to make a claim

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It is important that **you** notify **us** of any incident (irrespective of who may be to blame), that may lead to a claim, at **your** earliest opportunity.

When **you** need to report an incident which may give rise to a claim, please provide **us** with the following

- **your policy** number, **your** name and **your** driver's name;
- **your** vehicle make, model and registration details;
- date, time and place where the incident occurred;
- the nature of the incident and the damage to the vehicles;
- name and address of the other driver, their insurance company, **policy** number and vehicle registration number;
- note the number of passengers in the third party's vehicle;
- take photos, if safe to do so, of the accident scene and the other driver's damage;
- police incident reference if applicable;
- details of any witnesses including passengers in **your** vehicle; and
- a copy of the tachograph record and CCTV footage if available.

### Claims Conditions

There are various conditions that apply in the event of a claim – for full details please refer to General Conditions 0 Claim Conditions on page 36.



## How to cancel your policy

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### Your right of cancellation

If **you** wish to cancel and cover has not yet started **we** will provide a full refund of the premium paid.

Where **your policy** is cancelled and **you** are a resident of;

(a) the Channel Islands;

**you** must return to **us your certificate of motor insurance** and Windscreen Insurance Disc issued to **you**.

(b) the Isle of Man,

**you** must return to **us your certificate of motor insurance** issued to **you**.

### If you are a consumer or business is a micro-enterprise

#### Cancellation within the cooling off period

**You** may cancel this **policy** within 14 days of purchase, or within 14 days from the day on which **you** receive the insurance documents whichever is the later.

Where cover has not yet started **we** will provide a full refund of the premium paid.

Alternatively if cover has started, **we** will refund the premium for the exact number of days left on the **policy**, as long as no claim has been made. **We** will also do this if **you** want to cancel **your policy** within 14 days after renewal.

#### Cancellation outside the cooling off period

**You** may cancel this **policy** anytime during the **period of insurance** and **we** will refund the premium for the exact number of days left on the **policy**.

Any underpayment by **you** will be offset against any cancellation return of premium.

### If your business is not a micro-enterprise

**You** may cancel this **policy** where cover has not started and **we** will provide a full refund of the premium paid.

Alternatively if cover has started, **we** will refund the part of the premium as set out in **our** short period rates below, as long as no claim has been made.

If more than one vehicle is insured under this **policy**, the return premium will apply only for the vehicles which are not subject to a claim.

Period <b>You</b> have had cover for	Up to 1 month	Up to 2 months	Up to 3 months	Up to 4 months	Up to 5 months	Up to 6 months	Up to 7 months	Up to 8 months	Over 8 months
Percentage of premium covering period on risk	20%	30%	40%	50%	60%	70%	80%	90%	Full Premium
Refund percentage	80%	70%	60%	50%	40%	30%	20%	10%	0%

The short period rates above assume that the **period of insurance** is 12 months and these will not necessarily apply where the **period of insurance** differs.

Any underpayment by **you** will be offset against any cancellation return of premium.



## How to make a complaint

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**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly.

At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your policy** or the handling of a claim **you** should, in the first instance, contact **your broker** or the following:

**Sections All (except 6 & 7):** Please contact MS Amlin Insurance SE (UK Branch)

**Section 6 & 7:** Please contact **ARAG**

If **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time. Making a complaint does not affect any of **your** legal rights. **Our** contact details are:

**Sections All (except 6 & 7):**

**Post:** Complaints, MS Amlin Insurance SE (UK Branch), The Leadenhall Building,  
122 Leadenhall Street, London EC3V 4AG.  
**Telephone:** +44 (0) 20 7746 1300 Fax: +44 (0) 20 7746 1001  
**Email:** [complaints@msamlin.com](mailto:complaints@msamlin.com)  
**Website:** [www.msamlin.com](http://www.msamlin.com)

**Section 6 & 7:**

**Post:** Customer Relations Department, ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN  
**Telephone:** +44 (0) 117 917 1561  
**Email:** [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)  
**Website:** [www.arag.co.uk](http://www.arag.co.uk)

If **you** remain dissatisfied after **we** have considered **your** complaint, or if **you** have not received a written final response within eight weeks from the date of **your** complaint, **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service who will independently consider **your** complaint free of charge. Their contact details are:

**Post:** The Financial Ombudsman Service, Exchange Tower, London E14 9SR.  
**Telephone:** (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123  
Tel (Outside UK): +44 (0) 20 7964 0500  
**Fax:** +44 (0)20 7964 1001  
**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note:

- **You** must refer **your** complaint to the Financial Ombudsman Service within six months of the date of **our** final response.
- The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of 2 million Euros or less and fewer than 10 employees.
- Alternatively, if **you** are a private individual and **you** have bought a product or service online **you** may have the right to register **your** complaint with the European Commission's online dispute resolution (ODR) platform. The ODR platform will redirect **your** complaint to the appropriate alternative dispute resolution body. For further details visit <http://ec.europa.eu/odr>

The complaints handling arrangements above are without prejudice to your rights in law.



## Important information

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### Privacy notice

Your information has been, or will be, collected or received by MS Amlin. We will manage personal data in accordance with data protection law and data protection principles. We require personal data in order to provide good-quality insurance and ancillary services and will collect the personal data required to do this. This may be personal information such as name, address, contact details, identification details, financial information and risk details. The full Data Privacy Notice can be found on [www.msamlin.com/en/site-services/data-privacy-notice.html](http://www.msamlin.com/en/site-services/data-privacy-notice.html). A paper copy of the Data Privacy Notice can be obtained by contacting the Data Protection Officer by email ([dataprotectionofficer@msamlin.com](mailto:dataprotectionofficer@msamlin.com)) or at the below address:

Data Protection Officer  
MS Amlin Insurance SE (UK Branch)  
The Leadenhall Building  
122 Leadenhall Street  
London  
EC3V 4AG.

### Motor Insurance Database

Information relating to your insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory or authorised bodies including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

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

If a vehicle of yours is involved in a road traffic accident (either in the United Kingdom, the EEA or certain other territories), insurers 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.

It is vital that the MID holds correct registration numbers for your vehicles.

If incorrect details for any of your vehicles are shown on the MID you are at risk of having the relevant vehicle seized by the police. You can check that correct registration number details for your vehicles are shown on the MID at [www.askmid.com](http://www.askmid.com)

### Our Regulator

MS Amlin Insurance SE (UK Branch), Amlin House, 90-96 Victoria Road, Chelmsford, Essex CM1 1QU.  
Tel. +44 (0) 1245 396396 Fax. +44 (0) 1245 396400 [www.msamlin.com](http://www.msamlin.com)

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### Financial Services Compensation Scheme

UK insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if an insurer is unable to meet its obligations to you under this policy. If you were entitled to compensation from the Scheme, the level and extent of the compensation would depend on the nature of this policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Boltolph Street, London EC3A 7QU) and on their website [www.fscs.org.uk](http://www.fscs.org.uk).



### Choice of law and jurisdiction

In the absence of any agreement to the contrary, the laws of England and Wales will apply and this **policy** will be subject to the exclusive jurisdiction of the courts of England unless, at the commencement of the **period of insurance**, **you** are either:

- (a) a resident of; or
- (b) a business with its registered office or principal place of business situated in;

Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country, crown protectorate or dependency will apply and this **policy** will be subject to the exclusive jurisdiction of the courts of that country, crown protectorate or dependency.

### Language

The language of **your policy** and any communication throughout the duration of the **period of insurance** will be English.

### Premium adjustments

Any changes in premium that result in a total amount below **GBP25** + Insurance Premium Tax (IPT) at the prevailing rate will not be payable by **you** or **us**.

For full details please refer to Premium adjustments on page 29.

### Rights of third parties

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

### Sanctions

This **policy** will not provide any insurance cover or benefit and **we** will not pay any sum if doing so would mean that **we** are in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable to **us**.

### Taxes

There may be circumstances where taxes may be due that are not paid via **us**. If this occurs then it is **your** responsibility to ensure that these are paid direct to the appropriate authority.



## Cover

### The insurance cover you have

Your **schedule** shows you what cover you have. The different types of cover are listed below together with the Sections of the **policy** that apply. These may be amended on your **schedule** by **endorsement**.

Section Name	Comprehensive (Comp)	Damage, Fire and Theft (DTFT)	Third Party Fire & Theft (TPFT)	Fire and Theft (F&T)	Third Party Only (TPO)
<b>Section 1</b> Liability to Third Parties	✓	x	✓	x	✓
<b>Section 2</b> Loss of or damage to your vehicle, trailer or implement	✓	✓	✓	✓	x
<b>Section 2</b> (a) Accidental Damage and (b) Malicious Damage	✓	✓	x	x	x
<b>Section 2</b> 2 (c) Fire	✓	✓	✓	✓	x
<b>Section 2</b> 2 (d) Theft	✓	✓	✓	✓	x
<b>Section 3</b> Additional Benefits	✓	x	x	x	x
<b>Section 4</b> Personal Effects	✓	✓	✓	✓	x
<b>Section 5</b> Prosecution Defence Costs	✓	x	✓	x	✓
<b>Section 6</b> Additional Legal Services	✓	x	✓	x	✓
<b>Section 7</b> Uninsured Loss Recovery	✓	x	✓	x	✓

Certain sections of this document only apply to certain types of vehicle. This will be clearly shown in the title of the section or subsection concerned.

The General Terms, General Exclusions and General Conditions apply to all Sections of this **policy**.

**IMPORTANT:** - You can only have Damage Fire & Theft cover and Fire & Theft cover if **your** vehicle is not being used on the public road.



## Section 1 - Liability to Third Parties

---

**We** will insure **you** for all sums **you** may be legally liable to pay, including costs and expenses recovered by any claimant, for death or bodily injury to any person and/or loss or damage to property of a third party caused by or arising out of the use of the **insured vehicle** or **trailer** or during the loading or unloading of the **insured vehicle** or **trailer**.

In the same way as **you** are insured, **we** will also insure:

- (a) any person permitted by **you** to drive the **insured vehicle** provided that the person holds a licence to drive the **vehicle** and/or has held and is not disqualified from holding or obtaining a licence unless a licence is not required by law and who is not prevented from holding or obtaining a licence as a result of failing to meet the relevant residency requirements;
- (b) any person (other than the driver or operator) permitted by **you** to use the **insured vehicle** provided the cover is shown on the **certificate of motor insurance**;
- (c) at **your** request any person being carried in, on or getting into or out of the **insured vehicle**; and
- (d) the legal representatives of any person who would have been entitled to insurance under this Section.
- (e) any person permitted by **you** to drive an **agricultural vehicle** or **special type vehicle** in a place where no licence is required by law, provided that:
  - i) the driver meets the limitations of any relevant health and safety legislation, including age, fitness and training; and
  - ii) the terms of this **policy**, **Certificate of motor insurance**, **Schedule** and any **endorsement** are otherwise observed.

### (1.1) - Damage to Property – (the maximum amount we will pay)

The maximum amount **we** will pay for loss or damage to property of a third party, including costs and expenses, for any one loss or series of losses arising from one event caused by or arising out of the use of an **insured vehicle** and/or **trailer** or **implement** attached to an **insured vehicle** will be:

- (a) **GBP20,000,000** where the **Insured vehicle** is a **car**, except as c) below.
- (b) **GBP5,000,000** for all other **insured vehicles**, except as c) below.
- (c) **GBP1,200,000** while the **insured vehicle** is being used for the carriage of **hazardous goods**.

### (1.2) - Towing Disabled Vehicles

**We** will insure **you** while any **insured vehicle** is towing a caravan, **trailer** or broken-down vehicle.

#### **What is not covered:**

- (a) where a caravan, **trailer** or broken-down vehicle is being towed for reward;
- (b) where the **insured vehicle** is towing more **trailers**, caravans or broken down vehicles than is allowed by law;
- (c) where towing any vehicle, caravan or **trailer** exceeds the plated train weight of the **insured vehicle** or
- (d) for loss or damage to the towed caravan or broken down vehicle or the contents carried in or on it.

### (1.3) - Vehicles Loaned or Hired

**We** will insure the owner of a vehicle loaned or hired to **you** provided that:

- (a) **you** request **us** to;
- (b) the contract between the owner and **you** requires it;
- (c) the owner is not insured under any other policy;
- (d) the vehicle is not being driven (or operated) by the owner or an **employee** of the owner;
- (e) the vehicle has been declared to **us** and **you** have paid or have agreed to pay the premium; and
- (f) the owner complies with the terms and conditions of this **policy** as far as they can.



## Section 1 - Liability to Third Parties continued...

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### (1.4) - Cross Liabilities

Where **your policy** is in the name of more than one person or company **we** will also cover each person or company specified as the policyholder as though separate policies had been issued in individual names.

The maximum sum **we** will pay in total will not exceed the limits shown in “(1.1) - Damage to Property – (the maximum amount we will pay)” on page 14.

### (1.5) - Principal's Clause

Where **you** have entered in to a contract with a **Principal** and are undertaking work involving the use of the **insured vehicle**, at **your** request **we** will provide cover to insure any **Principal** against liability at law provided that:

- (a) **we** will not be liable for death or bodily injury or loss or damage to property arising out of the negligence or other default of the **Principal** or their employees or agents;
- (b) **we** will have the sole conduct of any claim arising under the terms of this **policy**; and
- (c) the **Principal** complies with the terms and conditions of this **policy**, as far as is possible.

### (1.6) - Movement of Third Party Vehicles

**We** will provide cover for any accident caused by or arising out of **you** or **your employee**:

- (a) driving or moving any motor vehicle, not belonging to **you**, impeding **your insured vehicles'** legitimate access or exit during the course of **your** business; and
- (b) parking or moving vehicles belonging to customers or visitors while the vehicles are on **your** premises.

For the purposes of this Section the vehicles will not be regarded as property in **your** custody or control.

### (1.7) - Contingent Liability

**We** will insure **you** and no other party for **your** legal liability arising out of an event caused by or in connection with any motor vehicle not belonging to or provided by **you** being used for **your** business, provided that **we** will not be liable:

- (a) in respect of loss or damage to the vehicle; and
- (b) to make any payment if at the time of the loss or liability there is any other insurance in force covering the same liability.

### (1.8) - Unauthorised Use

**We** will insure **you** (and no other person) in accordance with the terms of and subject to the limitations of Sections 1 and 2 of this **policy** while the **insured vehicle** is being used, driven or operated by any **employee** of **yours**, without **your** authority, for any purpose not permitted under this **policy**.

Provided always that **you** shall take all reasonable precautions to ensure that all persons who may use, drive or operate a vehicle are made aware of the permitted purposes of use under this **policy**.

### (1.9) - Emergency Medical Treatment

**We** will pay for emergency treatment as required by the Road Traffic Act arising out of the use of the **insured vehicle**.

### (1.10) - Compulsory Insurance

**Your policy** provides the minimum insurance required to comply with the laws relating to **compulsory motor insurance legislation** in any country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Articles 7 (2) of EU Directive on insurance of civil liabilities arising from the use of motor vehicles (No72/166/CEE).

Where the minimum insurance required is less than that provided in the **United Kingdom**, the higher level will apply.



## Exclusions to Section 1

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### **What is not covered:**

**We** will not insure **you** for the following except to the extent required by any **compulsory motor insurance legislation** in respect of:

- i) death or bodily injury or loss or damage to property caused by or arising beyond the limits of any carriageway or thoroughfare in connection with:
  - a) the bringing of the load to the **insured vehicle, trailer or implement** for loading; or
  - b) the taking away of the load from the **insured vehicle, trailer or implement** after unloading by any person other than the driver or attendant of the **insured vehicle, trailer or implement**;
- ii) death of or bodily injury to anyone, arising out of and in the course of their employment by **you**;
- iii) loss of or damage to property, including property being carried in or on the **insured vehicle, trailer or implement** belonging to or in the custody or control of any person claiming under this **policy**;
- iiii) death or bodily injury to any person or loss or damage to property directly or indirectly caused by spillage, **pollution** or **contamination** unless this is directly caused by a sudden identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance**;
- v) death or bodily injury to any person or loss or damage to property directly or indirectly caused by or attributed to the spraying or spreading of any chemical by an **insured vehicle, trailer or implement** attached unless arising out of the collision or impact of the **insured vehicle, trailer or implement** with an object, or the overturning of the **insured vehicle, trailer or implement**;
- vi) death or bodily injury or loss or damage to property arising while an **insured vehicle, trailer or implement** is working as a tool of trade;
- vii) death or bodily injury to any person or loss or damage to property arising from the carriage of **hazardous goods** unless this has been declared to and accepted by **us**. Where accepted, **we** will not pay any amount in excess of the sum shown in the **schedule** in respect of any loss or event. In the event of a claim where the carriage of **hazardous goods** has not been declared and accepted by **us we** will seek **our** right to recovery under General Condition "1 Right of Recovery" on page 33.
- viii) death or bodily injury or loss or damage arising in respect of a detached **trailer** unless declared to and accepted by **us** and **you** have paid or agreed to pay any premium **we** have requested;
- ix) exemplary, aggravated or punitive damages;
- x) fixed penalties, fines or any costs arising from them; or
- x) any accident, loss or damage to any aircraft, any liability or injury arising as a result or any indirect loss in connection with any aircraft operation arising from the presence of the **insured vehicle, trailer or implement** in any area to which aircraft have access.



## Section 2 - Loss of or Damage to your Vehicle, Trailer or Implement

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**We** will insure **you** for loss of or damage to; the **insured vehicle** and its **accessories trailer** and **implement** up to its **market value** at the time of the loss or damage caused by:

- (a) accidental damage;
- (b) malicious damage or vandalism caused by any person **you** do not employ;
- (c) fire, lightning, self-ignition, explosion;
- (d) theft or attempted theft, or the taking away of the vehicle without **your** permission;

For a claim under this Section **we** may at **our** option:

- (e) pay for the damage to be repaired;
- (f) pay an amount of cash to replace the lost or damaged item with one of a similar type and in similar condition; or
- (g) replace the lost or damaged item with one of a similar type and in similar condition.

If after payment is made in respect of a claim under this Section the **insured vehicle** and/or **accessories** are subsequently recovered then they will become **our** property.

### (2.1) - Incorrect Fuelling and Fuel contamination Damage

If incorrect fuel is accidentally put into the **insured vehicle**, **we** will pay the costs of:

- (a) draining and cleansing the fuel system and including disposal of contaminated fuel; and
- (b) rectifying any subsequent damage inadvertently caused to the **insured vehicle** through it being driven or moved.

#### ***What is not covered:***

The cost of the incorrect or replacement fuel.

### (2.2) - Vehicles in the possession of a Motor Trader or Attendant Parking Services

**We** will insure **you** under Section 2 a) for loss or damage to the **insured vehicle** while the **insured vehicle** is in the possession of a member of the motor trade for service or repair or while the **insured vehicle** is being driven for the purpose of manoeuvring or parking by an employee of a hotel or restaurant valet service or other parking attendant.

#### ***What is not covered:***

Sections 2 b), c), d) will not apply while the **insured vehicle** is in the hands of a motor trader for service or repair or valet service.

### (2.3) – Total Loss

If the **insured vehicle** suffers loss or damage where the costs of repair or replacement exceed the **market value** of the vehicle **we** will pay **you** up to **the market value** of the vehicle at the time of the loss.

**You** must send **us** the **insured vehicle** registration document (V5c), purchase receipt, keys and all other relevant documents that **we** request.

When **we** have paid **you**, the vehicle becomes **our** property and cover in respect of the vehicle ceases.

If the insured vehicle is subject to:

- (a) a lease agreement,

payment will be made to the lease company/owner after deduction of any **excess** to discharge their interest in the vehicle.

- (b) a hire purchase or other credit agreement,

payment will be made to the legal owner to discharge their interest in the vehicle after deduction of any **excess**. Any remaining balance will then be paid to **you**.



## Section 2 - Loss of or Damage to your Vehicle, Trailer or Implement continued...

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### (2.4) – Trailers

**We** will insure **you** in respect of loss or damage to any **trailer** or **implement** (where the **trailer** is not constructed as a mobile home, caravan or the like) in **your** care, custody and control up to its **market value** at the time of the loss or damage where the **trailer** or **implement** was attached (or last attached to) **your insured vehicle** and:

- (a) it has a **market value** not exceeding **GBP100,000**, or;
- (b) where **you** have given **us** details of **your trailer** or **implement** and **you** have paid or agreed to pay any premiums which **we** have determined.

The level of cover and **excess** applied to the **trailer** or **implement** will be the same as **your insured vehicle** to which the **trailer** or **implement** is (or was last) attached.

#### ***What is not covered:***

Any liability for loss or damage where the **trailer** or **implement** is attached (or was last attached) to another vehicle that is not insured by this **policy**.

Any liability for loss or damage where the **trailer** is a catering trailer unless declared to and accepted by **us**.

Where a catering trailer is accepted by **us**, **we** will not cover any liability for loss or damage;

- (a) of consumables such as food, drink, cooking supplies, fuel and power sources;
- (b) caused by fire and / or explosion in connection with power sources (gas and electric) used in or on the catering trailer.

## Section 3 - Additional Benefits

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### (3.1) – New Vehicle Replacement

If the **insured vehicle**, being a private **car** or **commercial vehicle** with a gross weight of 7.5 tonnes or less is:

- (a) stolen and not recovered; or
- (b) damaged to the extent that the cost of repairs will exceed 60% of the manufacturer's list price (including vehicle tax and Value Added Tax) at the time of the loss;

**we** will pay the cost of replacing the **insured vehicle** with a new one of the same or similar make, model and specification provided that:

- i. it is within its first year of registration;
- ii. **you** request it;
- iii. every other person with an interest in the **insured vehicle** consents; and
- iv. one is available in the **United Kingdom**, the Isle of Man or the Channel Islands.

If one is not available, the maximum **we** will pay is the amount shown in the purchase receipt of the **insured vehicle** and its **accessories** after any applicable discounts but not including the vehicle tax or Value Added Tax.

**We** will then own the **insured vehicle** that was the subject of the claim.

### (3.2) – Glass and windscreen replacement

**We** will insure **you** in respect of damage to the **insured vehicles'** windscreen, windows or glass sun roof and for any scratching of bodywork resulting solely and directly from that damage. Claims paid under this



## Section 3 - Additional Benefits continued...

*Glass and windscreen replacement* Section will not affect any applicable No Claims Discount, but will be subject to the following level of **excess**:

- (a) **GBP50** where the **insured vehicle** is an **Agricultural vehicle** or **Special type vehicle**,
- (b) **GBP50** where the **insured vehicle** has its glass replaced by **our** approved repairer,
- (c) **GBP125** where the **insured vehicle** has its glass replaced by a repairer not approved by **us**.

The **excess(es)** shown above will not apply where the glass is repaired, instead of being replaced.

**What is not covered:**

Damage to lights, reflectors or panoramic roofs.

### (3.3) – Audio, Visual and Navigation Equipment

We will pay for loss of, or damage to the **insured vehicle's accessories** and **audio, visual, and navigation equipment** permanently fitted to the vehicle, provided that their value has been included within the value shown in the **schedule**.

**What is not covered:**

More than:

- i) **GBP1,000** in respect of **accessories** (excluding spare parts) or **audio visual and navigation equipment** fitted in the **insured vehicle**; increasing to
- ii) **GBP30,000** in respect of Global Positioning System (GPS) equipment used for precision farming

for each **insured vehicle** in any one **period of insurance**.

### (3.4) – Replacement Locks

Where the keys and/or key fobs, ignition card or lock transmitter for the **insured vehicle** are lost or stolen, **we** will pay the cost of:

- (a) replacing the door and/or boot locks;
- (b) replacing the ignition and/or steering lock;
- (c) replacing the lock transmitter and/or central locking interface;
- (d) recoding or, if necessary, replacing any alarm system used with the **insured vehicle**; and
- (e) replacing the key or key fob.

**What is not covered:**

More than **GBP1,250** per **vehicle** for any one incident.

### (3.5) – Personal Accident Cover

We will at **your** request, pay **GBP10,000** to the driver of the **insured vehicle** or their legal representative if they suffer accidental injury while travelling in, or getting into or out of an **insured vehicle**, if the injury, within 12 months of the accident results in death, total and permanent loss of sight in one or both eyes, or the loss of one or more limbs.

Loss of limb means the permanent physical severance of the limb above the knee or elbow or the permanent irrecoverable loss of use of the limb.

**What is not covered:**

If the injury or death:

- i) is the result of suicide or attempted suicide;
- ii) happens when the person killed or injured is under the influence of drugs or alcohol to a level which would be a **driving** offence in the country where the accident happens;
- iii) occurs to a **driver** who is under 17 or over 70 years of age; or
- iv) occurs as a direct result of the person not wearing a seatbelt when required by law.



## Section 3 - Additional Benefits continued...

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### (3.6) – Emergency Accommodation and Travel Expenses

If as a result of an incident occurring in the course of a journey in the **United Kingdom**, the Isle of Man or the Channel Islands, **you** cannot use **your insured vehicle** as a consequence of loss or damage covered under this insurance and no suitable courtesy vehicle is available from the repairer,

**we** will reimburse the cost of:

- i. one night's accommodation including food and travel costs; or
- ii. rail / taxi fares, or a vehicle, to get **you** (and any passengers and / or vehicle load) to **your** home or to **your** destination

whichever is the lesser.

**Note:** Hire vehicles are restricted to **cars** up to 1600cc, except in circumstances where the load in or on **your** vehicle necessitates the hire of a larger vehicle.

#### **What is not covered:**

Any costs occurring more than 36 hours after the incident.

Accommodation and travel expenses outside the **United Kingdom**, the Isle of Man or the Channel Islands.

More than **GBP100** for any one person or **GBP400** in total for any one incident.

### (3.7) – Medical Expenses

**We** will pay up to **GBP500** per person, for medical expenses incurred by anyone travelling in the **insured vehicle** that is injured as a direct result of an event involving the **insured vehicle**.

#### **What is not covered:**

More than **GBP500** for any one person for any one incident.

### (3.8) – Child Car Seat

If the **insured vehicle** has a child car seat fitted and the **vehicle** suffers damage from fire, theft or is involved in an accident and **you** make a valid claim under Section 2 of this **policy**, **we** will pay up to **GBP500** towards the cost of replacing the child seat(s), even if there is no apparent damage to it.

The **excess** shown in the **schedule** will not apply to any loss under this Child car seat insurance.

#### **What is not covered:**

More than **GBP500** in total for any one incident.

## Section 4 - Personal Effects

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**We** will at **your** request, insure **you** in respect of loss or damage to **personal effects** arising from an event covered by Section 2 involving the **insured vehicle** provided that:

- (a) the maximum sum **we** will pay for any one event is **GBP500** for each **insured vehicle** where **your** cover is comprehensive, or **GBP250** in all other circumstances;
- (b) the **excess** shown in the **schedule** will apply to the first part of any loss; and
- (c) the **insured vehicle** windows, doors and other openings are locked and it is entered by force.

Where the **insured vehicle** is an open top or convertible **car** and is parked, **we** will not pay for goods stolen from the **insured vehicle** unless taken from the locked boot or glove box, or from the **insured vehicle** when its roof was not secured and locked in place.

#### **What is not covered:**

No more than **our** share of the loss up to the limits specified in this **policy**, if, at the time of any claim under this **policy**, there is in force any other insurance covering the same event, injury, loss or damage.



## Exclusions to Sections 2, 3 and 4

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### **What is not covered:**

We will not be liable in respect of:

- i) loss of use, wear and tear, depreciation, mechanical, electrical, electronic or computer breakdown failure or breakages or damage to tyres unless resulting from an accident involving the **insured vehicle, trailer or implement**;
- ii) loss or damage to the **insured vehicle** and/or **trailer or implement** attached to the **insured vehicle** arising out of theft or attempted theft unless **you** have removed the ignition keys from the vehicle and the vehicle is securely locked and all windows and sun roofs are closed;
- iii) loss or damage suffered by **you** due to any person obtaining any property by deception or fraud;
- iv) reduction in the value of the **insured vehicle, trailer or implement** following a claim;
- v) any **excess** shown in the **schedule**. Where more than one of **your insured vehicles** is damaged in the same event, the **excess** will be applied separately to each vehicle.  
*Note: Where damage to the **insured vehicle** results in a claim being made against more than one section of this policy, we will only apply a single **excess**, as determined by the section that attracts the highest level of **excess**.*
- vi) loss or damage where **you** do not take reasonable precautions to protect the **insured vehicle** and maintain it in a roadworthy condition;
- vii) loss or damage resulting from the solidification of the **insured vehicles'** load; and/or
- viii) loss of fuel including theft.
- ix) loss or damage to any **trailer or implement** that is attached to, or was last attached to, a vehicle that is not insured under this **policy**.
- x) Any amount as compensation for **you** not being able to use **your** vehicle (including the cost of hiring another vehicle).
- xi) Repairs or replacements which improve the condition of **your insured vehicle or accessories**.
- xii) Any amount over the value (and no more than the manufacturer's last list price or quoted price) of any part of the **insured vehicle, trailer or implement** and/or its **accessories** at the time of the accident or event where any part becomes unavailable or obsolete.
- xiii) Any amount for shipping from overseas for any part or **accessory** if the vehicle manufacturer or its agent cannot supply such part or **accessory** from stock held in the **United Kingdom**.
- xiv) Loss resulting from repossessing **your insured vehicle** and returning it to its rightful owner.
- xv) Loss of or damage to **your insured vehicle** resulting from a member of **your** immediate family, or a person living in **your** home, taking **your** vehicle without **your** permission, unless that person is convicted of theft.
- xvi) Loss or damage due to confiscation, requisition or destruction by or under the order of any government, public or local authority.



## Section 5 - Prosecution Defence Costs

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In respect of any death or serious injury which is insured under Section 1 of this **policy we** will arrange to provide and pay legal fees incurred for representation if proceedings are being taken against **you** or any authorised driver or operator for:

- (a) manslaughter;
- (b) causing serious injury by driving a vehicle dangerously on the road;
- (c) reckless or dangerous driving causing death;
- (d) an offence under the following legislation: or similar;
  - i. Health and Safety at Work etc Act 1974;
  - ii. Health and Safety at Work (Northern Ireland) Order 1978
  - iii. Corporate Manslaughter and Corporate Homicide Act 2007;
  - iv. Health and Safety Inquiries (Procedure) Regulations 1975,

including amendments to and re-enactments or replacement of such regulations or directives and any other legislation of similar intent (including subsequent legislation, if applicable) and will include their equivalents in any jurisdiction in which this **policy** operates.

In addition **we** will also pay for:

- (e) representation by a solicitor at any coroner's court, or fatal accident enquiry;
- (f) the costs of appeal against a conviction mentioned in a), b) c) or d) above;
- (g) prosecution costs awarded against **you** arising from those proceedings described in (a), (b), (c) or (d) above;

provided that:

- i. the event causing death or serious injury occurs in the **United Kingdom**, the Isle of Man or the Channel Islands during the **period of insurance**.
- ii. the maximum sum **we** will pay under Section 5 of this **policy** will be **GBP2,000,000** for any loss or series of losses arising from one event; and
- iii. the claim has a greater than fifty percent chance of success.

### Appointment of advisor

Claims under this Section will be referred to one of **our** panel of expert legal advisors, but **you** can appoint **your** own legal representative should **you** wish.

If **you** elect to appoint **your** own legal representative **you** must provide **us** with their details. **We** will pay for their services on the basis of **our** standard terms of appointment for legal representation or other reasonable terms of appointment to which **we** agree; **our** agreement not to be unreasonably withheld.

**We** will be entitled to have sight of the appointed legal representative's file, relating to the defence of a prosecution or representation at an inquiry or inquest at any time, and **you** are considered to have provided consent for **us** or **our** appointed agent to have sight of the file for auditing, quality and cost control purposes.

### Barrister's opinion

At any time **we** may seek an independent barrister's opinion as to the prospects of success in defending the prosecution or of an appeal against a conviction as a result of any proceedings described in a), b), c) or d) above. If the opinion is that a "not guilty" plea does not have a reasonable prospect of success then **we** will advise **you** of that opinion.

Should **you** elect to continue with a "not guilty" plea then **we** will withdraw **our** support for **your** defence and be under no further obligation to **cover you** against any costs incurred from the date of **your** refusal to accept that opinion. **You** can obtain an independent barrister's opinion at **your** own expense. If the opinion **you** have obtained contradicts the opinion that **we** have obtained, **we** will ask the Chairperson or Vice-Chairperson of the Bar Council to appoint a Queen's Counsel to give a final opinion, at **our** expense, as to the prospects of success in defending the prosecution or the success of an appeal.



## Section 5 - Prosecution Defence Costs continued...

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If the opinion of the Queen's Counsel agrees with **your** Barrister's opinion then **we** will continue to support **your** defence or appeal, but if it does not **we** will withdraw **our** support for **your** defence or appeal and be under no further obligation to indemnify **you** against any costs incurred from the date of the Queen's Counsel final opinion.

If **you** are dissatisfied with the service provided by the appointed legal representative:

- i) during the proceedings, **you** should raise this with them in the first instance. If **you** remain dissatisfied and they;
  - a) are a member of **our** panel **you** can complain to **us** by following the complaints procedure How to make a complaint on page 10.
  - b) were **your** own appointment **you** could elect to replace them, but **you** must understand that;
    - this could prolong the court case;
    - whilst the consequences could be to **your** advantage they might be to **your** disadvantage; and
    - this is likely to incur increased costs for which **we** would only indemnify **you** if **you** have made **us** aware of **your** dissatisfaction and if **we** have given **our** written consent to replacement before it happens.

Clause i) b) does not affect any other part of Section 5.

- ii) after the proceedings have been concluded and a verdict handed down and they;
  - a) are a member of **our** panel **you** may complain to **us** by following the complaints procedure How to make a complaint on page 10.
  - b) were **your** own appointment **you** can complain to them and if **you** remain dissatisfied **you** can refer **your** complaint to the Solicitors Regulation Authority Contact Centre on 0370 606 2555 or email [contactcentre@sra.org.uk](mailto:contactcentre@sra.org.uk).

## Exclusions to Section 5

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### ***What is not covered:***

**We** will not provide cover under this Section in respect of:

- i) any prosecution arising out of **you** or the driver (or operator) of the **insured vehicle** being under the influence of drugs or alcohol to a level which would be a driving offence;
- ii) defending a prosecution or making an appeal where there is any other insurance in force covering the same legal fees;
- iii) costs and expenses incurred without **our** written consent;
- iv) fines or penalties of any kind; and
- v) any actual or alleged act, omission or dispute happening before, or existing at the inception of this **policy**, and which **you** or the driver (or operator) of the **insured vehicle** knew or ought reasonably to have known could lead to a claim.



## Section 6 - Additional Legal Services

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In addition to the administration of claims under Section 7 of this **policy**, **ARAG plc** are able to offer **you** the following additional services, which do not constitute the reporting of a claim on this **policy**:

### Legal advice

Legal advice on personal legal matters within the laws of the member states of the European Union.  
Please call 0344 571 7977 open 24/7, 365 days a year

### United Kingdom tax advice

**United Kingdom** tax advice on personal tax matters.  
Please call 0344 571 7977. Available 9am to 5pm weekdays.

### Consumer Legal Services

Register today at:  
[www.araglegal.co.uk](http://www.araglegal.co.uk) and enter the voucher code AMDC2871B6E2 to access the law guide and download legal documents to help with consumer legal matters.

**You** can get advice by telephoning 0344 571 7977.

## Section 7 - Uninsured Loss Recovery

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### Definitions that apply to Section 7 only

#### Appointed Advisor

The solicitor, accountant, mediator or other suitably qualified person, who has been appointed to act for an **insured person** in accordance with the terms of this section.

#### ARAG plc

The company appointed by **us** to administer uninsured loss recovery.

#### Bodily injury

- (a) Death, injury, illness or disease
- (b) mental injury, anguish or nervous shock sustained by any person as a result of actual bodily injury death illness or disease; or false arrest, false imprisonment.

#### Collective conditional fee agreement

A legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay his or her professional fees on the basis of "no-win no-fee".

#### Conditional fee agreement

A legally enforceable agreement entered into between the insured person and appointed advisor for paying their professional fees on the basis of "no-win no-fee".

#### Damage

Loss, destruction of or damage to the property insured

#### Insured person

- (a) **You** and **your** directors, partners, managers, officers, **employees** and any **driver** (or operator) authorised by **you**.
- (b) The estate, heirs, legal representatives or assigns of any persons mentioned in a) in the event of the person dying.



## Section 7 - Uninsured Loss Recovery continued...

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### Legal costs and expenses

- (a) Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the **appointed advisor** on the Standard Basis, and agreed in advance by **us** or Fixed Recoverable Costs.

The term "Standard Basis" can be found within Part 44 of the Civil Procedure Rules.

The term "Fixed Recoverable Costs" can be found within Part 45 of the Civil Procedure Rules

- (b) Other side's costs and disbursements where the **insured person** has been ordered to pay them or pays them with **our** agreement.

### Reasonable prospect of success

In criminal prosecution claims where the **insured person**:

- (a) pleads guilty, a greater than fifty per cent chance of the **insured person** successfully reducing any sentence or fine;
- (b) pleads not guilty, a greater than fifty per cent chance of that plea being accepted by the court.

### Small claims court

A court in England and Wales that hears a claim falling under the Small Claims Track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, or the equivalent jurisdiction in the territorial limit where this **policy** applies.

### We/us/our

MS Amlin Insurance SE (UK Branch) and ARAG plc who are authorised under an administration agreement to administer this insurance and handle claims on **our** behalf.

**We** will pay the **legal costs and expenses** of the **insured person**, arising out of use of the **insured vehicle**, up to **GBP**100,000 (for all claims arising from or relating to the same original cause including the cost of appeals) for losses not covered by Sections 1 – 6 or under the General Terms of this policy, if an event which is another party's fault results in;

1. damage to the **insured vehicle** and/or personal property in or on it, and/or
2. injury or death to **you** or **your** passengers.

**We**, or a legal expert appointed by **us**, will seek to:

- (a) claim **your** motor insurance **policy excess**;
- (b) obtain compensation from the person responsible if **you** or **your** passengers have been injured;
- (c) arrange a replacement vehicle while the **insured vehicle** is being replaced or repaired; and
- (d) claim other losses such as storage charges, loss of earnings or damage to **personal effects**;

provided that all the following requirements are met:

3. the insured person keeps to the terms of this **policy** and cooperates fully with **us**;
4. the accident happens in the territorial limits of this **policy**;
5. the claim:
  - (a) always has **reasonable prospects of success**;
  - (b) is reported to **us**:
    - i. during the **period of insurance**; and
    - ii. as soon as reasonably possible after the accident;
6. unless there is a conflict of interest and subject to condition 4 below "Freedom to choose an appointed advisor", the **insured person** agrees to always use the **appointed advisor** chosen by **us** in any claim:
  - (a) to be heard by the small claims court; and



## Section 7 - Uninsured Loss Recovery continued...

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- (b) before proceedings need to be issued;
- 7. the claim falls under the jurisdiction of a court or the Motor Insurers' Bureau and in the **territorial limits** of this **policy**; and
- 8. the **insured person** enters into a conditional fee agreement (unless the **appointed advisor** has entered into a collective conditional fee agreement) where legally permitted.

### **If you need to make a claim**

If **you** are involved in an incident while using the **insured vehicle** where **you** believe **you** are not at fault, and wish only to have **your** losses recovered under "Section 7 - Uninsured Loss Recovery".

Please telephone **our** 24 hour helpline on **01245 396612** or if **you** prefer ARAG plc direct on **0333 000 7906**.

In all other circumstances please refer to How to make a claim on page 8.

Claims dealt with solely under Section 7 of this **policy** will not be treated as a claim under General Terms "the insured vehicle is a **car** not constructed to carry more than 8 passengers.

If **you** have any doubts as to whether any arrangements entered into are covered by the terms of this **policy** **you** should contact **your** insurance adviser as soon as reasonably practicable.

No Claim Discount".

### **Conditions**

The following conditions that apply only to Section 7 are in addition to the General Conditions stated on page 33 and onwards.

If any **insured person** does not comply with any of the conditions stated in this **policy** **you** may not receive payment for a claim, a claim may be reduced, or **you** may lose all right to cover under **your policy**.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **your** broker who arranged this **policy**.

#### **1. Barrister's opinion**

**We** may require the **insured person** to obtain and pay for an opinion from a barrister regarding the merits or value of the claim. If the opinion supports the **insured person**, then **we** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then **we** will pay for a final opinion which will be binding on the **insured** and **us**. This does not affect the **insured's** right under General Condition 6 Arbitration on page 38.

#### **2. Claims procedure**

If the **insured person** is involved in an accident which is not their fault:

- (a) please contact either MS Amlin on **01245 396612** or ARAG plc direct on **0333 000 7906**. Lines are open 24 hours a day, 365 days a year;
- (b) under no circumstances should the **insured person** instruct their own lawyer as **we** will not pay any costs incurred without **our** agreement;
- (c) **we** will require details of the accident and names and addresses of all parties involved including any witnesses;
- (d) If **our** advisor reasonably believes the accident was not the **insured person's** fault, **we** will arrange for:
  - i. a legal expert to contact the **insured person** and who will help claim losses and obtain compensation for any injuries;
  - ii. the **insured person** to be contacted to assess their need for and suitability of a replacement vehicle;



## Section 7 - Uninsured Loss Recovery continued...

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- (e) ensure no contact is made with anyone else regarding claiming back losses or compensation for personal injury until the insured person hears from **us**.

### 3. **Consent**

The **insured** person must agree to **us** having sight of the **appointed advisor's** file relating to the **insured's** claim. The **insured person** is considered to have provided consent to **us** or **our appointed advisor** to have sight of their file for auditing and quality control purposes.

### 4. **Freedom to choose an appointed advisor**

- (a) In certain circumstances as set out in 4. b) below, the **insured person** may choose an **appointed advisor**. In all other cases this right does not exist and **we** will choose the **appointed advisor**.
- (b) If **we** agree to start proceedings other than in the small claims court, or in any event there is a conflict of interest, the **insured person** may choose a suitably qualified **appointed advisor**. Where the **insured person's** claim is to be dealt with by the small claims court, in the absence of a conflict of interest, **we** will choose the **appointed advisor**.
- (c) Where the **insured person** wishes to exercise their right to choose, they should write to **us** with their preferred **appointed advisor** contact details.
- (d) If the **insured person** dismisses the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses to continue acting for the **insured person** with good reason, the cover will end immediately.

### 5. **Settlement**

- (a) **We** can settle the claim by paying the reasonable value of the **insured person's** claim.
- (b) The **insured person** must not negotiate, settle the claim or agree to pay **legal costs and expenses** without **our** written agreement.
- (c) If the **insured person** refuses to settle the claim following advice to do so from the **appointed advisor** **we** may refuse to pay further **legal costs & expenses**.

### 6. **The insured person's responsibilities**

The **insured person** must:

- (a) tell **us** as soon as reasonably possible of anything that may make it more costly or difficult for the **appointed advisor** to claim losses;
- (b) cooperate fully with **us**, give the **appointed advisor** any instructions **we** require,
- (c) keep them updated with progress of the claim and not hinder them;
- (d) take reasonable steps to claim legal costs & expenses and, where recovered, pay them to **us**;
- (e) keep legal costs & expenses as low as possible;
- (f) allow **us** at any time to take over and conduct in the **insured person's** name, any claim.



## Exclusions to Section 7

### **What is not covered:**

**We will not indemnify the insured person** under Section 7 for any claim arising from or relating to:

- i) an accident that happens before the start of this **policy**;
- ii) a contract entered into by **you** or the **insured person**;
- iii) defending any claim other than appeals against **you** in respect of claims otherwise covered by this **policy** (**your** motor insurance may help with this);
- iv) fines, penalties or compensation awarded against the **insured person**;
- v) a group litigation order;
- vi) **legal costs and expenses** incurred before **we** accept a claim or without **our** written agreement;
- vii) **damage** caused by **pollution** or **contamination**.
- viii) **bodily injury**, disablement or **damage** to any property, or any resulting loss or expense or any legal liability caused by, contributed to or arising from:
  - a) ionising radiations from or **contamination** by radioactivity from any nuclear fuel or from any nuclear waste from 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 its nuclear components;
  - c) any weapon of war employing atomic or nuclear fission 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 but this exclusion h) will not apply to radioactive isotopes other than nuclear fuel when those isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes;
- ix) riot or civil commotion in Northern Ireland. **Damage** is excluded regardless of any other cause, event or intervention that contributes concurrently or in any sequence to the **damage**;
- x) **damage** or financial loss or expense, occasioned by or happening through or following **terrorism**. In any action suit or other proceedings where **we** allege that any **damage** is not covered by this **policy** the burden of proving that **damage** is covered will be upon **you**;
- xi) any loss which is the result of any of the following, or anything connected with any of the following, whether or not the result has been contributed to by any other cause or event:
- xii) war, hostile or warlike action in time of peace or war (whether or not declared) including action in hindering, combating or defending against an actual, impending or expected attack:
  - a) by government or sovereign power (legal or illegal) or by any authority maintaining or using military, naval or air forces, or any other armed forces or militia; or
  - b) by military, naval or air forces, or any other armed forces or militia; or
  - c) by an agent of any government, power, authority or force;
- xiii) any weapon of war employing nuclear or radioactive force or **contamination** whether in time of peace or war (whether or not declared), whether or not its discharge was accidental;
- xiv) insurrection, rebellion, or action taken by a government authority in hindering, combating, or defending against an event, seizure or destruction.



## General Terms

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### Premium adjustments

Where **you** make any changes to **your policy** and any additional premiums payable fall below **GBP25 + Insurance Premium Tax (IPT)** at the prevailing rate, **we** will make no charge.

If the change gives rise to a refund of premium and this falls below **GBP25 + Insurance Premium Tax (IPT)**, no refund will be given.

This does not apply to cancellation of **your policy**.

### Territorial Limits and Foreign Travel

**We** will insure **you** under this **policy** where an **insured vehicle** is involved in an accident occurring:

- (a) in the **United Kingdom**, the Isle of Man or the Channel Islands;
- (b) in any other country that is a member of the European Union but only so far as is necessary to meet the requirements of any **compulsory motor insurance legislation**;
- (c) in any other country including Switzerland, Iceland, Norway, Andorra and Liechtenstein which has made arrangements which meet the insurance conditions of and are approved by the Commission of the European Union but only so far as is necessary to meet the requirements of any **compulsory motor insurance legislation**;
- (d) in any other country which **we** have agreed in advance to provide cover in and for which **you** have paid or have agreed to pay any additional premium; and
- (e) during transit (including loading and unloading) between the countries by a recognised sea passage not exceeding 65 hours.

If loss or damage to the **insured vehicle** occurs outside of the **United Kingdom**, the Isle of Man or the Channel Islands, **our** liability in respect of the cost of delivery to **you** after repair will be limited to the cost of delivery in the country where the loss or damage was sustained.

### Customs duties and other charges

Where the **vehicle** is insured under Section 2 (a):

- (a) suffers loss or damage, and as a result **you** are required to pay any customs duties; or
- (b) if during the course of the **insured vehicle's** transit by sea **you** are required to pay general average, salvage and/or sue and labour charges

**we** will pay **you** up to the **market value** of the **insured vehicle** at the time the loss occurred.

### Foreign Use Declaration

Where the **insured vehicle** is a private **car**, the same cover will apply to that vehicle while it is being used in the countries named within the Territorial Limits and Foreign Travel sub-section of this **policy** as it would if it was being used in the **United Kingdom**, provided that the duration of each single trip from the **United Kingdom** in that vehicle does not exceed 60 consecutive days and the durations of all trips in that vehicle during the period of insurance do not exceed 120 days in total unless advised to and accepted by **us** in writing and **endorsed** on this **policy**.

Where any other **insured vehicle** is being used in the countries named within the Territorial Limits and Foreign Travel sub-section of this **policy**, provided **we** have been advised and **you** have paid or agreed to pay any additional premium agreed by **us**, **we** will insure the vehicle on the same terms and cover as shown in the **schedule** as applying to the **insured vehicle**.

### Payments for journeys (car sharing) – only applies to private cars

If **you** receive payment from passengers as part of a car sharing agreement **we** will not regard this as being the carriage of passengers for hire and reward (or the use of the **insured vehicle** for hiring) provided:

- (a) the passengers are not being carried in the course of a business of carrying passengers;
- (b) total contributions received for the journey do not involve an element of profit; and



## General Terms continued...

(c) the **insured vehicle** is a **car** not constructed to carry more than 8 passengers.

If **you** have any doubts as to whether any arrangements entered into are covered by the terms of this **policy** **you** should contact **your** insurance adviser as soon as reasonably practicable.

### No Claim Discount

A no claims discount (NCD) does not apply and cannot be earned under this insurance where the **Insured vehicle** is an **agricultural vehicle, special type vehicle, trailer or implement**.

If **you** renew **your** insurance with **us**, **you** will be entitled to a discount from the renewal premium in accordance with **our** scale of no claim discount applicable at that time, provided that no claim has arisen or is pending during the last **period of insurance**.

If **we** have allowed an introductory no claim discount, this discount will be lost entirely where a claim has arisen or is pending during the last **period of insurance**.

		Number of Claims and reduction in NCD				
		none	1	2	3	4 or more
NCD Years	NCD %	Step-back NCD applicable				
0	0	1	0	0	0	0
1	35%	2	0	0	0	0
2	40%	3	0	0	0	0
3	50%	4	1	0	0	0
4	60%	4	See Section PNCD Below			

### Protected No Claim Discount (PNCD)

A protected no claims discount does not apply under this insurance where the **Insured vehicle** is an **agricultural vehicle, special type vehicle, trailer or implement**.

No claims discount protection does not protect the overall price of **your** insurance policy. The price of **your** insurance policy may increase following an accident even if **you** were not at fault.

No claims discount protection allows **you** to make one or more claims before **your** number of no claims discount years falls. Please see the step-back procedures (below) for details.

If **your** NCD at renewal is

- 3 years or less, **you** will not be able to protect **your** NCD for the next **period of insurance**. 4 years or more, **your** NCD will be protected for the next **period of insurance**.

Where no claims discount protection is applicable, **we** do not make a charge. It is automatically applied to **your policy**.

			Number of Claims				
			none	1	2	3	4 or more
Claims Period	NCD Years	NCD %	Step-back NCD applicable				
Within 12 Months	4	60%	4	4	2	0	0
Within 36 Months	4	60%	4	4	4	2	0



## General Exclusions

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### **What is not covered:**

These exclusions apply to the whole **policy** unless otherwise stated in a **policy** Section or **endorsement**.

**We** will not be directly or indirectly liable, (except so far as is necessary to meet the requirements of any **compulsory motor insurance legislation**), in respect of:

#### **1. Drivers and Licensing**

Any accident, injury, loss, damage or liability caused, sustained or incurred as a result of the **insured vehicle** being driven by any person (including **you**):

- i) not authorised by the **certificate of motor insurance** or who has been excluded from driving by any **endorsement**, exclusion or condition of this **policy** (other than where cover is provided under Section 1 (1.8) – Unauthorised Use or Section 2 (2.2) - Vehicles in the possession of a Motor Trader or Attendant Parking Services;
- ii) who **you** know is disqualified from driving, has never held a licence to drive the **insured vehicle** or is prevented by law from having a licence (unless a licence is not required by law) (other than where cover is provided under Section 2 (2.2) - Vehicles in the possession of a Motor Trader or Attendant Parking Services;
- iii) who does not hold a full licence to drive the **insured vehicle** or, being the holder of a provisional licence, are not conforming with its terms and conditions other than where a licence is not required by law;
- iv) if they have been declared medically unfit to drive, if they fail or refuse to attend a periodic medical examination as required by their medical advisor, or if they fail to carry out the treatment and regimen prescribed by their medical advisor.
- v) if they are convicted of a drink or drugs offence or it is proved to **our** satisfaction that they were under the influence of alcohol or drugs at the time of the damage or loss.

#### **2. Construction and Use**

Any accident, injury, loss, damage or liability caused, sustained or incurred as a result of the **insured vehicle trailer** or **implement**:

- i) being used for any purpose not permitted by the **certificate of motor insurance**;
- ii) being used for the carriage of **hazardous goods** unless this has been declared to and approved by **us**;
- iii) carrying a load in excess of that for which it was constructed or in excess of the maximum carrying capacity advised to **us**;
- iv) carrying any load which is greater than the maximum carrying capacity as set by the vehicle manufacturer or if applicable; any plated weight limit of the **insured vehicle**;
- v) carrying more passengers than the maximum seating capacity for the **insured vehicle** as set by the vehicle manufacturer
- vi) being driven in an unsafe and/or un-roadworthy condition or operated in an unsafe condition;
- vii) which does not meet statutory requirements for use on public roads;
- viii) carrying a load in an unsafe condition or manner; or
- ix) being used on the Nürburgring; any race track, race circuit or derestricted toll road.
- x) used for racing or pace-making, used in any contest such as Tractor power pulling, speed trial or is involved in any rigorous reliability testing.

Any loss, destruction of or damage to any property or any loss, expense, indirect loss or legal liability directly or indirectly resulting from, caused by **misdelivery** of the load from the **insured vehicle, trailer** or **implement**;



## General Exclusions continued...

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### 3. Criminal Acts

Any loss or damage caused whilst **your insured vehicle** is used by anyone insured under this insurance:

- i) in the course of; the assisting in; or furtherance of a crime or;
- ii) as a means of escape from, or avoidance of lawful apprehension:

### 4. Deliberate Acts

Death, injury, loss or damage arising as a result of a deliberate act or omission to act by anyone insured under this **policy**.

### 5. Pollution or Contamination

Any loss, destruction of or damage to any property or any loss, expense, indirect loss or legal liability caused by seepage.

### 6. Earthquake. Riot. War. Terrorism

Any direct or indirect loss, damage or liability caused by, contributed to or arising from:

- i) earthquake, volcanic eruption or meteorite shower occurring elsewhere than in the **United Kingdom**, Channel Islands and the Isle of Man;
- ii) actual or threatened war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
- iii) confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- iv) acts of **terrorism**;
- v) martial law;
- vi) the act of any lawfully constituted authority;
- vii) riot or civil commotion occurring in other territories outside of England, Scotland, Wales, the Isle of Man or the Channel Islands.

### 7. Sonic bangs

Any direct or indirect loss, damage or liability caused by, contributed to or arising from pressure waves caused by aircraft and other flying objects.

### 8. Other Contracts

Any liability which attaches to **you** by reason of any agreement which would not attach apart from the agreement.

### 9. Nuclear/Radioactive Contamination

Loss, destruction of or damage to any property or any loss, expense, indirect loss or legal liability of any nature directly or indirectly resulting from, caused by or contributed to as a result of:

- i) ionising radiation or **contamination** by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel; or
- ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.

### 10. Jurisdiction

Damages, liabilities, costs and expenses in respect of judgements delivered or obtained otherwise than by a court within the jurisdiction of the countries noted under General Terms Territorial Limits and Foreign Travel as specified in this **policy**.



## General Conditions

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These are the conditions of the insurance that **you** need to meet as **your** part of this contract. If **you** do not meet these conditions, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **your policy** may not be valid.

**Note:** Further conditions may be added by **endorsement** that can be found on **your current schedule**.

### 1. Right of Recovery

If **we** have to settle a claim under this **policy** only by virtue of the provisions of the law of any territory in which this **policy** operates, **you** must repay to **us** all sums **we** have paid which **we** would not have been liable to pay but for the provisions of the law.

### 2. Your Responsibilities

**You** are responsible for the information **you** or **your** appointed representative has provided to **us**. **You** should ensure that the information provided is, as far as **you** know, correct and complete.

If **you** have failed to give **us** complete and accurate information, this could lead to **us** changing the terms of **your policy**, refusing **your** claim or the insurance not being valid.

**You** must, if requested, provide **us** with all relevant information and documentation in relation to this insurance.

#### (2.1) Your Duty of Care – Consumer Clients

By entering into this insurance contract as a **Consumer**, **you** have a duty to take reasonable care not to make a misrepresentation regarding the information that **you** provide to **us** in connection with **your** insurance policy.

As **your** insurers, **we** rely upon the information **you** provide to set the premium and terms for **your** insurance policy.

#### **Remedies for breach of Duty of Care**

##### ***Deliberate or Reckless***

Where **we** identify a deliberate or reckless misrepresentation of information **we** may; avoid **your** insurance policy (which means to treat it as if it never existed), refuse all claims; and not return the premium.

If the deliberate or reckless misrepresentation applies to a change to **your** insurance policy, **we** may cancel the policy and refuse all claims made after the date of the misrepresentation. **We** will deal with any valid claim made before the misrepresentation, within the terms and conditions of **your** policy.

##### ***Careless***

Where **we** identify a careless misrepresentation of information that:

- a) relates to an outstanding claim, and:
  - i) had **we** known the truth, **we** would not have offered **you** insurance, **we** may; avoid **your** insurance policy (which means to treat it as if it never existed), refuse all claims and return any premiums paid.
  - ii) **we** would have offered **you** insurance, but on different terms (excluding terms relating to the premium), **we** may at **our** option apply those terms retrospectively and then deal with **your** claim.
  - iii) **we** would have offered **you** insurance, but at a higher premium, **we** may pay only a proportion of the claim (e.g. if **you** paid only 50% of the premium that was due, **we** will reduce the value of the claim by 50%).
- b) does not relate to any outstanding claim;
  - i) **we** may apply the remedies noted in (a) above; and / or
  - ii) cancel **your** policy and return the proportionate premium due (this does not affect any claims prior to the cancellation date).



### **(2.2) Your Duty of Fair Presentation – (Commercial clients and micro enterprises)**

By entering into this insurance contract **we** accept that **you** have made a reasonably clear and accessible presentation of the risk, in accordance with Section 3(3)(b) of the Insurance Act 2015.

#### **Remedies for breach of Duty of Fair Presentation**

##### **Before the policy was entered into**

If **you** have breached **your** duty of fair presentation before this policy was entered into, then:

- a) where the breach was deliberate or reckless, **we** may avoid this policy and refuse all claims, and keep all premiums paid;
- b) where the breach was neither deliberate nor reckless, and but for the breach:
  - i) **we would not have agreed to provide cover under this policy on any terms**  
**we** may avoid this policy and refuse all claims, but will return any premiums paid;
  - ii) **we would have agreed to provide cover under this policy but on different terms** (other than premium terms):  
**we** may require that this policy includes those different terms with effect from its start; and/or
  - iii) **we would have agreed to provide cover under this policy but would have charged a higher premium.**
    - a) If the discovery of the breach arose because of a claim, at **your** option:
      - i. **we** will reduce proportionately the amount paid on a claim. **We** will pay only X% of what **we** would otherwise have been required to pay, where  $X = \text{premium actually charged} \div \text{the higher premium that would have been charged} \times 100$ ; or
      - ii. **we** will pay the claim in full provided that **you** pay to **us** the additional premium that **we** would have charged, but for **your** breach of **your** duty of fair presentation, calculated from the start of the **period of insurance**.
    - b) If the discovery of the breach did not arise because of a claim **you** must pay to **us** the additional premium that **we** would have charged, but for **your** breach of **your** duty of fair presentation, calculated from the start of the **period of insurance**.

##### **Before a variation was agreed**

If **you** have breached **your** duty of fair presentation **us** before any variation to this policy was agreed, then:

- a) If the breach was deliberate or reckless, **we** may terminate this policy with effect from the date of the variation, and keep all premiums paid;
- b) where the breach was neither deliberate nor reckless, and but for the breach:
  - i) **we would not have agreed to the variation on any terms:**  
**we** may treat this policy as though the variation was never made, but will return any additional premiums paid in relation to the variation;
  - ii) **we would have agreed to the variation but on different terms** (other than premium terms):  
**we** may require that the variation includes those different terms with effect from the date the variation was made; and/or
  - iii) **we would have agreed to the variation but would have increased the premium, or would have increased it by more than we did, or would not have reduced it or would have reduced it by less than we did:**
    - a. if the discovery of the breach arose because of a claim, at **your** option:



## General conditions continued...

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- i. **we** may reduce proportionately the amount paid on a claim arising out of events after the variation. In those circumstances, **we** will pay only Y% of what **we** would otherwise have been required to pay, where  $Y = \text{total premium actually charged} / \text{premium that would have been charged} \times 100$ ; or
  - ii. **we** will pay the claim in full provided that **you** pay to **us** the additional premium that **we** would have charged, but for the breach of the duty of fair presentation, calculated from the date the variation was entered into.
- b. If the discovery of the breach did not arise because of a claim, **you** must pay to **us** the additional premium that **we** would have charged, but for the breach of the duty of fair presentation, calculated from the date the variation was entered into.
- iv) **where we would have agreed to the variation but on different terms and we would also have increased the premium, or would have increased it by more than we did, or would not have reduced it or would have reduced it by less than we did:**
- a. **we** may require that the variation includes those different terms with effect from the date the variation was made; and
  - b. before a variation was agreed b) iii) as shown above will also apply.

### (2.3) Condition of the insured vehicle

**You** must take all reasonable precautions to safeguard the **insured vehicle, trailer and implement** and maintain them in a roadworthy condition.

**You** must allow **our** authorised representative free access to examine the **insured vehicle, trailer or implement** at any reasonable time.

### (2.4) Changes to Your Details

**You** must tell **us** immediately about any changes to the information **you** have already provided. Please contact **your** broker if **you** are not sure if information is relevant. If **you** don't tell **us** about relevant changes, **your** insurance may not cover **you** fully, or at all.

Here are some examples of the changes **you** should tell **us** about:

- (a) details of unspent criminal convictions, motoring convictions and fixed penalty notices;
- (b) any known pending prosecutions;
- (c) changes of use of the **insured vehicle, trailer and/or implement** or change of business activities;
- (d) modifications to the **insured vehicle, trailer or implement**;
- (e) any accident, damage or losses (whether claim made or not) during the past 3 years, involving anyone entitled to drive under this insurance.
- (f) anyone entitled to drive under this insurance who has ever been refused insurance, had insurance cancelled or had special terms imposed by a previous insurer.
- (g) drivers aged under 25 years or where any driver has not held a Full UK driving licence for a minimum of 12 months (unless **your policy** is endorsed to allow drivers in these categories);
- (h) drivers who do not hold an appropriate EU licence;
- (i) details concerning the carriage of **hazardous goods**.
- (j) change of address;
- (k) where any driver suffers from or develops a disability or medical condition that must be disclosed to the DVLA.

**Note:** details of notifiable disabilities and conditions may be found at:  
<https://www.gov.uk/health-conditions-and-driving>

If **you** do not disclose all requested or material information as appropriate to **your** status under this insurance contract, this could lead to **your** insurance being cancelled, or a claim rejected or not fully paid, and/or different terms being applied to **your policy**.

If **you** are unsure as to whether or not certain facts should be disclosed please ask **your** insurance adviser.



### 3. Claim Conditions

#### (3.1) Your Rights and Obligations

As soon as practicable after any accident, loss or event likely to give rise to a claim under this **policy you** or any person insured must:

- (a) provide **us** with full particulars of the event;
- (b) forward to **us** as soon as possible (but no later than 14 days) unanswered all letters from any third party and every claim, writ, summons or process **you** receive
- (c) advise **us** of the time and place of any impending prosecution or inquest of fatal injury;
- (d) use reasonable endeavours to obtain the names and addresses of all witnesses; and
- (e) notify **us** as soon as reasonably practical, where an **insured vehicle** has been damaged as a result of riot and civil commotion in England, Scotland, Wales, the Isle of Man or the Channel Islands; and

**You** or any person insured must:

- (f) not make any admission of liability, payment or offer of payment, or incur legal expenses without **our** written consent and **you** (or any person insured) must not in any way act to the detriment or prejudice of **our** interests.
- (g) act honestly and give **us** all assistance and information **we** require in all matters related to the claim.
- (h) take all reasonable action to mitigate the loss.
- (i) pay **us** the required amount on demand. Where **you** bear any part of any claim as a result of an **endorsement** or condition of this **policy**.

#### (3.2) Our Rights and Obligations

**We** are entitled to take sole control of all negotiations, proceedings and mediation, to use **your** name to settle, prosecute or defend any claim and to abandon the same at any time.

**We** will have and take full control of all third party claims including those where **you** under the terms of this **policy** are liable for any amount; and

**We** are entitled to make payments to third parties as **we** think fit in respect of any claim.

#### (3.3) To arrange repair of your agricultural vehicle, special type vehicle, trailer or implement (including glass damage)

Please contact **our** helpline on **01245 396612** in order to report the incident.

Should the total cost of repair exceed **GBP750** **you** will need to contact **us** as **we** may need to arrange for an inspection of **your** vehicle by an independent Engineer.

**We** will provide the repairer with **our** authority for the repairs to be completed and for the invoice to be sent directly to **us** for payment. The repairer will require **you** to pay to them any **policy excess** that applies, together with any amount of VAT (if **you** are VAT registered).

If the total cost of repair does not exceed **GBP750** then **you** have the option to give **your** own authority for the repairs to commence provided that all damaged parts are retained by **you** or the repairer in case **we** need to inspect them. Upon completion of the repair **we** would simply request that that **you** send to **us** the original receipted invoice paid by **you** and **we** will reimburse **you** less any **excess** that applies, together with any amount of VAT (if **you** are VAT registered).



### (3.4) To arrange repair of your vehicle (where it is not an agricultural vehicle, special type vehicle, trailer or implement).

#### **Windscreen or window glass damage (excluding panoramic roofs)**

To contact **our** approved glass repairer please call **01245 396260**

If **your** insurance extends to include windscreen and window glass cover **our** approved glass specialist will arrange for the repair or replacement of the windscreen or window glass to be completed and for the invoice to be sent direct to **us** for payment.

- If the glass needs to be replaced **our** approved glass specialist will require **you** to pay to them any **policy excess** that applies, together with any amount of VAT (if **you** are VAT registered).
- If the glass can be repaired **you** will not be asked to pay any amount, unless **you** are liable for the VAT element.

If **you** choose not to use **our** approved glass specialist **we** would simply request that that **you** send to **us** the original receipted invoice paid by **you** and **we** will reimburse **you** as appropriate (less any **excess** and VAT where applicable).

**We** would remind **you** that use of a non-approved repairer incurs an increased **excess**.

If **your policy** does not extend to provide windscreen or window glass cover, **we** would still recommend that **you** contact **our** approved glass specialist for a quotation, as they are able to offer special discounted rates to **our** policyholders where they carry out glass replacement.

#### **For all other damage**

Please telephone **our** 24 hour helpline on **01245 396612**

**We** recommend that **you** take advantage of **our** approved repairer scheme. **We** will arrange for the approved repairer in **your** area to contact **you** and arrange for the collection of **your** vehicle at a convenient time and date. If available the approved repairer will provide **you** with a courtesy car for the duration of the repair.

Upon collection of **your** vehicle by the approved repairer, **you** will simply need to present the repairer with **your** insurance documents. They will then email **us** details of their estimate for the repair, which will enable **us** to process **your** claim quickly and allow for the repair to be authorised without delay.

Upon completion of the repair, the approved repairer will return **your** vehicle to **you** having sent the invoice directly to **us** for payment. They will however require **you** to pay to them any **excess** that applies, together with any amount of VAT (if **you** are VAT registered).

If **you** choose not to use **our** approved repairer, **you** must still contact **our** helpline on **01245 396612** in order to report the incident.

Should the total cost of the repair not exceed **GBP750** then **you** do have the option to give **your** own authority for the repairs to commence, provided that all damaged parts are retained by **you** or the repairer in case **we** need to inspect them at a later date.

Should the total cost of repair exceed **GBP750** **you** will need to contact **us** as **we** may need to arrange for an inspection of **your** vehicle by an independent Engineer. **We** will provide the repairer with **our** authority for the repairs to be completed.

Upon completion of the repair **we** would simply request that **you** send to **us** the original receipted invoice paid by **you** and **we** will reimburse **you** as appropriate less any **excess** that applies, together with any amount of VAT (if **you** are VAT registered).



### 4. Other insurances

If, at the time of any claim under this **policy**, there is in force any other insurance covering the same event, injury, loss or damage then **we** will pay no more than **our** share of the loss up to the limits specified in this **policy**.

NB: This does not apply in respect of Section 3 (3.5) – Personal Accident Cover.

### 5. Fraudulent Claims

If **you** or anyone acting on **your** behalf makes a fraudulent claim under **your policy**, including providing fraudulent information or documentation, **we** will:

- (a) refuse to pay the claim;
- (b) seek to recover any costs already incurred by **us** relating to the fraudulent claim;
- (c) have the option to cancel the **policy** from the date of the fraudulent act; and
- (d) keep any premium paid to **us**.

This will not affect separate claims made before the fraudulent act unless they too were fraudulent.

### 6. Arbitration

If any difference arises as to the amount to be paid under this **policy** (liability being otherwise admitted by **us**) this difference will be referred to an arbitrator to be appointed by **you** and **us** in accordance with Insurance and Reinsurance Arbitration Society (ARIAS) (UK) Arbitration Rules (or any subsequently amending authority or rules).

All costs of the arbitration will be at the discretion of the arbitrator who will decide how much each of the parties in dispute must pay and to whom.

The seat of the arbitration will be in London, England and the arbitration tribunal will apply the proper law of this contract and of this arbitration condition as stated in "Choice of law and jurisdiction" on page 12.

However, **you** may not need to engage in arbitration if **you** meet the criteria for the Financial Ombudsman Service to deal with the dispute and **you** follow the complaints procedure, all of which is contained in "How to make a complaint" on page 10.

### 7. Assignment

This **policy** is a contract personal to **you** and may not be assigned or transferred in any circumstances and no person apart from **you** (or in the case of **your** death **your** legal representative) will have any rights against **us** in respect of the subject matter of this insurance or any rights to receive monies payable either before or after the loss and whether admitted or not, unless this right has been endorsed on this **policy** and signed by **us**.

### 8. Breach of licence conditions

Where applicable, **you** will hold the appropriate operator's or other licence and at all times comply with the terms and conditions of the licence.

### 9. Loss of licence, bankruptcy, insolvency or liquidation

If **you** lose **your** operator's licence or go into liquidation, insolvency or bankruptcy the cover provided by this **policy** will be reduced to the minimum required by any **compulsory motor insurance legislation** unless **we** have agreed otherwise.

### 10. Notification of vehicle details

**You** must notify **us** of any additional vehicles, temporary vehicles or amendments to the existing vehicles before commencement of or during the currency of this **policy** and pay any additional premium required by **us** as a result of the changes.

In addition **you** are required by law to supply details of all vehicles (including any temporary vehicles where cover is required for 14 consecutive days or more) owned by **you** or in **your** care, custody or control or for



which **you** are legally responsible, which are to be covered by this **policy** for entry on the Motor Insurance Database.

## General Conditions continued...

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If **your vehicle** is not recorded on the Motor Insurance Database and it should have been, **your** cover may not operate.

### **11. Suspending your policy**

If **you** wish to temporarily suspend this insurance, **you** should be aware that there will be no refund of premium for the period that **your** insurance is suspended.

### **12. Our right of cancellation**

**We** or **your** insurance broker will provide **you** with a notice of cancellation should **we** (or **your** insurance broker) feel that there is a valid reason to cancel this insurance. Valid reasons include, but are not limited to:

- (a) non co-operation/failure to provide information;
- (b) reasonable suspicion of fraud;
- (c) material failure to take reasonable care of a vehicle/property;
- (d) the use of threatening or abusive behaviour or language to our staff; or
- (e) Non-payment of premium.

In the event **we** (or **your** insurance broker) invoke **our** right of cancellation, **you** will be given 30 days' written notice, other than where the reason is for non-payment of premium. See "13 Non-payment of premium" below for details.

In all cases, **we** will provide the reason for cancellation by special delivery to **your** last known address and in the case where Northern Irish vehicles are insured under this **policy**, to the Department of the Environment for Northern Ireland.

When **your policy** is cancelled **we** also cancel **your policy** records and remove the **insured vehicle** from the Motor Insurance Database.

If **we** cancel this insurance **we** will pay **you** a refund of any premium proportionate to the number of days **you** have been on cover.

### **13. Non-payment of premium**

If **you** fail to pay **your** premium **we** will give **you** 14 days' notice before **we** cancel the **policy**.

If **you** have failed to pay any premium for **your policy** and have not paid the premium requested before the end of the notice period then **we** reserve the right to avoid this **policy** from inception (which means as though never existed).

If **you** are paying **your** premium via instalments and **you** fail to pay an instalment, **we** will write to **you** requesting payment by a certain date. If still no payment is received by the deadline, **we** will issue **you** with a 14 day notice of cancellation letter before **we** cancel **your policy**. Any return premium will be used to clear **your** remaining balance, with any surplus funds being paid to **you**. If the refund does not clear **your** remaining balance in full, **you** will be required to settle the outstanding balance to **us** for the cost of the cover provided up to the date of cancellation, including any applicable service charge.

If the premium for this **policy** is being paid through a finance house and this **policy** is cancelled, any refund will be paid to the finance house.

### **14. Return of premium**

Any underpayment by **you** will be offset against any cancellation return of premium.

Please also see Premium adjustments on page 29.

Where this **policy** has been endorsed with a minimum and deposit premium **endorsement** as shown in **your schedule**, no return premium will be allowed if the remaining premium held by **us** falls below the minimum and deposit.





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In line with our standard internal review processes, we have made some changes to our Terms of Business Agreement (TOBA), the document which governs the supply of our services to you, as a direct customer of one of the Gallagher entities.

Please find attached the updated version (the 'New TOBA') which replaces the previous TOBA.

Generally, the material changes we make to our TOBA, can apply for any of the following reasons:

- to meet changing regulatory and / or legal requirements;
- providing more clarity around the basis of our relationship with you;
- add to the information about our organisation that we provide to you; or
- improve how we conduct business.

If we do not hear from you within 30 days of receipt we will assume your agreement to this new TOBA and it will fully replace your existing TOBA. Note, however, these changes will not amend your existing policy or policies.

The more important changes are highlighted as follows:

- We have updated the section entitled 'Confidential Information' to clarify how we treat the flow of sensitive or confidential information that we may receive or from time to time be required to share with other Third Parties, either as part of our obligations to you or as a result of regulatory and legal requirements. We will of course ensure that all personal information continues to be held securely and in line with data protection requirements or as set out in the TOBA.
- We have updated the section entitled 'How do we maintain your privacy?' to clarify that, as a data controller, we use, share, disclose, and retain your information in accordance with our privacy notice, which we have recently updated and which we invite you to review at <https://www.aig.com/uk/brokerage-privacy-policy/>. From time to time we may make additional important updates to our privacy notice and these may in turn affect the way we use and handle your data. We encourage you to review our privacy notice periodically to ensure you are aware of any changes.
- We have updated the section entitled 'Your Premium Payment Obligations' to clarify that where you have instructed us to obtain insurance on your behalf and where Gallagher is required to meet payment obligations on your behalf (including to your premium finance provider), we are able to cancel your policy and retain premium returned from your insurer, or we are able to recover this money from you.

The section entitled 'Anti-bribery, corruption and financial crime' which captures the latest regulatory considerations on how we can act for you if there are any bribery, corruption, financial crime, sanctions or trade restriction issues relating to your business.

- The TOBA includes a 'Limitation of Liability' provision that limits the liability that Gallagher would incur in the event of an error or omission on our part that leads to a client loss. Our liability in such events is now limited to £10m. This is in line with our insurance industry peers and other similar professional services sectors, who employ such provisions to ensure prudent risk management.

Please notify your usual Gallagher contact as soon as possible if you have any queries about the changes contained within the New TOBA or if there is anything in it that you do not understand or accept, as otherwise, we shall proceed on the basis that we have your deemed consent to the terms of the New TOBA.

Please retain this document which supersedes any other TOBA we have sent to you in the past.



**Gallagher**

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# Terms of Business Agreement

**Arthur J. Gallagher Insurance Brokers Limited**

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## Scope and application

This agreement, together with any separate written agreement between you and Arthur J. Gallagher Insurance Brokers Limited ('AJGIBL'), sets out the terms on which we agree to act for you when we are instructed to provide services by you.

In this agreement 'we', 'us' and 'our' means AJGIBL. References to 'insurers' include insurers, underwriters, managing agents or, where applicable, reinsurers with whom we place business. As appropriate, references to 'insurance' or 'insured' include reinsurance and reinsured respectively. Additionally, any reference to 'policy' shall mean an insurance or reinsurance policy, as appropriate.

It is important that you read this agreement carefully as it contains details of our statutory and regulatory responsibilities and your contractual obligations, on which we intend to rely.

If there is anything you do not understand in this agreement you should inform us otherwise we will assume you are providing your informed consent to this agreement.

### We specifically draw your attention to the following sections:

- a) What do we do?
- b) How are we paid for our services?
- c) How do we handle your money?
- d) Your obligations
- e) Conflicts of interest
- f) Complaints
- g) Limitation of Liability

Where your business is operated through an incorporated company, trust, limited liability partnership or partnership, we are entitled to assume that the recipient of this agreement has obtained authorisation or is entitled to consent to these terms on your behalf.

If you are a company or other body corporate, unless otherwise expressly stated in any separate written agreement between you and AJGIBL, you agree to and accept the terms of this agreement on your own behalf and on behalf of each of your group companies (where those group companies are receiving the benefit of our services). You will ensure that each of your group companies will act on the basis that it is a party to and bound by the agreement. All references in this agreement to 'you' and 'your' mean you and each of your group companies.

If you have instructed another insurance broker to deal with us on your behalf, we will assume unless told otherwise that the broker has full authority to agree the terms of this agreement with us and to deal with us on your behalf as your agent in relation to all matters covered by this agreement

Arthur J. Gallagher Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909. [www.ajg.com/uk/](http://www.ajg.com/uk/).

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This agreement replaces any terms of business agreement that we may have previously agreed with you. If you have a separate service level agreement in place with us then the terms of that agreement must be read together with this agreement. In the event of a conflict, the terms of your service level agreement will take precedence over this agreement.

We may change the terms of this agreement from time to time. This may be:

- a) to reflect changes in our services or in market practice
- b) to reflect legal or regulatory developments, or
- c) to improve the clarity of this agreement.

We will tell you if we have materially changed these terms for any of these reasons and, in any event we will inform you of such changes before your policy is due to renew.

We may also change the terms of this agreement for other reasons but if we do, we will notify you in advance and you will have the right to terminate this agreement within 30 days of such notification.

## Who are we?

AJGIBL is a company incorporated and registered in Scotland with company number SC108909 whose registered office is at Spectrum Building, 7<sup>th</sup> Floor, 55 Blythswood Street, Glasgow, G2 7AT. You can find out more about us at [www.ajg.com/uk/](http://www.ajg.com/uk/).

We are an insurance intermediary, risk management and consulting firm authorised and regulated by the Financial Conduct Authority ('FCA'). Our FCA firm reference number is 311786. We are permitted by the FCA to act as a general insurance intermediary, to arrange credit and collect payments. You can check these details by visiting the FCA's website ([www.fca.org.uk/register](http://www.fca.org.uk/register)) or by contacting the FCA on 0800 111 6768 (+44 20 7066 1000 from overseas).

## What do we do?

As an insurance intermediary, we usually act for you. We offer access to general insurance products and services provided by a wide range of UK and international insurers, including Lloyd's of London.

Our services include advising you on your insurance needs, arranging insurance policies with insurers in order to meet those needs, provide associated risk management services and any other insurance related services. We will also help you to make changes to your insurance policy if required and will remind you when your policy is due for renewal as appropriate. Unless your policy states otherwise, or we agree, we will provide you with assistance in submitting a claim and with obtaining reimbursement from insurers.

In certain circumstances, we may act for your insurer, for example, where we have delegated underwriting authority and/or claims settlement authority, or where we have entered into a managing general agency agreement with one or more insurers. In cases where we are acting on behalf of the insurer, we will be acting as their agent. Please see the section headed Conflicts of interest for more information about how we manage these arrangements.

We cannot arrange insurance for you until we have received complete instructions from you. Your insurance cover is not in place until we have confirmed it to you in writing or we have issued evidence of cover.

We do not offer advice in relation to tax, accounting, regulatory or legal matters (including sanctions) and you should take separate advice as you consider necessary regarding such matters.

## Which insurers do we use?

In finding an insurance solution that meets your demands and needs, we may either conduct a market analysis of potential insurers, or we may only consider a specific product from a single insurer, or products from a panel of insurers. We may also place your insurance using alternative access to insurers, including through our managing general agents, which may include our group managing general agent, Pen Underwriting and our other group companies who may have similar arrangements with insurers.

We use publicly available information, including information produced by credit rating agencies, to identify insurers with whom we will consider placing your business. We do not guarantee the financial status of any insurer. You may require us to use an insurer that we would not ordinarily recommend due to their credit rating. In the event of an insurer experiencing financial difficulties, you may still have a liability to pay any outstanding premium and we are not responsible for any shortfall in amounts due to you in respect of any claims.

We are available to discuss with you any concerns you have with the insurer you have chosen for your insurance policy(ies).

## How are we paid for our services?

Payment for our services may be by way of:

- a) a fee that we agree in advance with you;
- b) brokerage/commission, which is a percentage of the total annual insurance premium paid by you and given to us by the insurers with whom we place your business; or
- c) administration charges, in addition to any insurance premiums, for administration of your policy, including amending and cancelling any policy.

Payment for our services may be a combination of (a) (b) and (c). We do not intend to apply any commission value to the taxation element of any insurance premium.

Details of any fees/charges, whether applicable under (a), or (c), together with details of services to which these relate and the basis on which these are made, will be declared to you in advance of them being incurred so that you are able to make an informed decision. Where we are not able to provide an actual fee/charge, we will provide you with the basis of calculation of any fee/charge.

We may receive additional payments such as a profit share or profit commission from insurers, for instance, from insurers payable under a delegated underwriting authority or other facility or individual contract in recognition of overall profitability. We may also earn income from arranging premium finance.

We may also earn income from insurers or other sources in other ways. For example, we may receive income from insurers for ancillary services provided solely on their behalf.

Upon request, we will be pleased to provide details of any income we are due or have received as a result of placing your business.

Unless we specifically agree otherwise, brokerage/commission and fees are earned when we arrange an insurance policy for you, or in the case of any other service when we commence providing that service to you.

However in respect of any payment made to us this will only be recognised as payment for the service when we have reconciled your payment. We will be entitled to retain all fees and brokerage in respect of the full period of contract(s) of insurance arranged by us including in circumstances where your policy has been terminated and your insurers have returned pro-rated net premium. Consistent with long established market practice, we will deduct our brokerage and other commissions from the premium once received.

If you decide to terminate our appointment in relation to policies we have placed on your behalf and where, (i) the policy or policies have not expired, and (ii) premium is due on the policy or those policies we are entitled to any brokerage/commission originally due on the policy or policies and you will ensure the broker subsequently appointed to administer the policy or policies agrees and accepts to collect the brokerage/commission and remit to us in good time.

## How do we maintain your privacy?

We are the data controller of any personal information you provide to us. We collect and process personal data to offer and provide insurance policies and to process claims.

Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed, and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <https://www.ajg.com/uk/brokerage-privacy-policy/>. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are entering into this agreement in the course of your business or as a charity, for charitable purposes and providing information on other individuals to us, for example your employees and/or any other party that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that individuals whose personal data you are providing to us have been provided with fair processing notices that are sufficient in scope and for the purpose, and that you have obtained all appropriate consents where required, or are otherwise authorised, to transfer the personal data to us and enable us to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

## Confidential information

During the course of this agreement we shall both provide the other with information (other than personal information) and each party will treat information received from the other relating to this Agreement as confidential and will not disclose it to any other person not entitled to receive such information except as may be necessary to fulfil their respective obligations in relation to this agreement and except as may be required by applicable law or regulatory authority. For the avoidance of doubt, and always observing the requirement to ensure your information is held in a confidential manner, we shall be entitled to disclose such information relating to you (where necessary) to perform our obligations under this agreement, to insurers or reinsurers, actuaries, auditors, professional agents, advisers or other parties that we may require in order to provide our service to you. This section will not apply to information which was rightfully in the possession of a party prior to this agreement or which is already public knowledge/ becomes so at a future date (otherwise than as a result of a breach of this section) or which is trivial or obvious.

## How do we handle your money?

In our role as an intermediary between you and your insurers we may hold money:

- paid by you to be passed on to insurers
- paid to us by your insurers, to be passed on to you
- paid by you to us for our services, but which we have not yet reconciled.

For your protection, the way that we handle your money is designed to protect your interests in the event of our financial failure.

## Insurer Money (money we hold as agent of an insurer):

Where we have an agreement with your insurer to hold money as their agent, any premiums you pay to us are treated as having been received by the insurer as soon as they are received by us. Claims payments and/or premium refunds are treated as received by you when they are actually paid to you.

Where we receive monies as agent of your insurer, we can only deal with that money in accordance with the instructions of the insurer. This means that, for example, if you want us to return such monies to you, we can only do so with the agreement of the insurer.

## Client Money (money we hold as your agent):

Where we do not have an agreement with your insurer to hold money as their agent, we will hold premiums you pay to us as your agent. Money we receive from your insurer which is payable to you will be your property whilst we hold it.

We may also hold money as your agent where you have paid this to us in respect of our fee for a service, until such time as we have reconciled the payment against the relevant service.

Money we hold as your agent is referred to as 'Client Money'.

FCA rules require us to keep Client Money separate from our own money. We hold Client Money with an approved bank, segregated in a client account subject to a Non-Statutory Trust ('NST'). The aim of the NST is to protect you in the event of our financial failure. If such an account is held outside the United Kingdom, it may be subject to different laws and regulations, which may mean that the Client Money held in that account is not protected to the same extent as it would be if it were held in the United Kingdom, or at all. Please tell us if you do not wish us to hold any money for you in a particular jurisdiction.

We may use Client Money held in the NST on behalf of one client ('Client A') to pay another client's premium ('Client B') before we receive such premium from Client B. We may also make claims payments/ premium refunds to other clients before monies are received from the insurer. Although there may be occasions when we do this, it is not our policy to routinely cross-fund in this way. For the avoidance of doubt, we may not use Client Money to pay ourselves commissions before we receive the relevant premium from you.

We may invest Client Money held in the NST in accordance with FCA rules relating to Client Money. If we do invest money in this way, we will be responsible for meeting any shortfall in the value of the investments at the time of their realisation. Any interest or profits earned on Client Money held by us will be retained by us for our own use, rather than paid to you.

Any interest earned on Client Money held by us will be retained by us for our own use, rather than paid to you.

## Holding both insurer and Client Money

We may hold both insurer and Client Money together in the NST. When this happens, your interests as our client will continue to be protected.

## Payment to third parties:

We may transfer Client Money to another person, such as another broker or settlement agent, for the purpose of carrying out a transaction on your behalf through that person. This may include brokers and settlement agents outside the UK. The legal and regulatory regime applying to a broker or settlement agent outside the UK may be different from that of the UK. This means that, in the event of a failure of the broker or settlement agent, this money may be treated in a different manner from that which would apply if the money were held by a broker or settlement agent in the UK. You may notify us if you do not wish us to pass your money to a person in a particular jurisdiction.

## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme ('FSCS'). You may be entitled to compensation from the FSCS if we cannot meet our financial obligations to you. This depends on the type of insurance contract that we have arranged for you, certain eligibility criteria and the circumstances of the claim.

Further details regarding the FSCS are available online at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 0800 678 1100 (+44 20 7741 4100 from overseas).

Separately, your insurer and/or you may be covered by a different compensation scheme.

## Your obligations

You will not instruct us to provide services which would cause us, nor use our services in any way, to violate applicable laws including without limitation bribery, anti-corruption, money laundering sanctions, or data protection laws.

You are required to make a fair presentation of the risk to an insurer which discloses every material circumstance which you know or ought to know relating to the risk to be insured. This includes information known by your senior management and those responsible for arranging your insurance as well as information which would reasonably have been revealed by a reasonable search of information available to you.

A circumstance is material if it would influence the judgment of a prudent insurer in determining whether to provide insurance for the risk and, if so, on what terms. Disclosure must be reasonably clear and accessible to a prudent insurer. Material representations of fact must be substantially correct and material representations of expectation/belief must be made in good faith. Failure to comply with the duty of fair presentation could mean that your policy of insurance is void or that insurers are not liable to pay all or part of your claim(s).

The above duty of disclosure is the applicable duty under the laws of England, Wales, Scotland and Northern Ireland. You may have different obligations if your policy of insurance is subject to a different law. As a minimum, we expect you to disclose your information in accordance with the duty set out above.

For certain types of insurance covers you may be required to complete and sign a proposal form or questionnaire. Take care to ensure that the information you provide is complete and accurate. Note that if you are aware of anything that you feel may be material to the proposed policy of insurance you should disclose it, even if there does not appear to be a question on the proposal form or questionnaire that covers the particular point. If you are in any doubt as to whether information is material, you should disclose it.

## Anti-bribery, corruption and financial crime

You agree that you will ensure that at all times you comply with all laws, statutes and regulations that apply to you relating to anti-bribery and corruption, including the UK Bribery Act 2010 and (if it applies to you or any of your group companies) the US Foreign and Corrupt Practices Act 1977. Accordingly, if you accept gifts or hospitality offered to you by us or any of our group of companies, we will deem the acceptance to be in accordance with any gifts & hospitality policy/ies you may have.

Please be aware that we are required to obtain adequate 'Know Your Client' information about you. In order to prevent bribery, corruption, fraud or other financial crime, we may take further steps, including notification to the relevant authorities, carrying out status and credit checks using credit reference agencies, and other screening background checking as appropriate.

Policies may include clauses on financial and trade sanctions, anti-money laundering and export controls, ('Sanctions'). How you comply with Sanctions is specific to your business: you should take legal advice where necessary and pay special attention to relevant policy clauses.

To comply with financial crime or Sanctions requirements, we may be prohibited from providing broking or risk consulting services, including placement and claims handling services; may be required to take actions such as freezing the funds in which parties subject to Sanctions have an interest; or may make regulatory notifications or licence applications as required or appropriate in accordance with Sanctions. Your insurers and other third parties we deal with, such as financial institutions, may also apply their own policies or restrictions.

You acknowledge and agree that we reserve the right to take steps to comply with financial crime or Sanctions (and we will not be liable to you for this or for similar steps taken by third parties).

You should advise us of all of the countries connected to the (re)insurance you require. We reserve the right not to perform obligations under this agreement to the extent that this would be contrary to our commercial risk appetite or where performance would be impracticable including because of bank policies restricting the processing of premiums, claims funds or fees related to such countries or related parties.

Please be aware that we are generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran- including because of significant difficulties in processing payments and other commercial and reputational considerations.

## Your premium payment obligations

Insurers require you to pay premium at or before the start date of each policy, or as otherwise specified under the policy terms. You must pay all monies due in cleared funds in accordance with the amounts and on or before the dates specified in our invoice(s). If you do not make payment within that period, insurers may cancel your policy and may also require that you pay a premium in relation to the time that you have been on risk. It is therefore very important that you meet all payment dates.

Where you have instructed us to obtain insurance on your behalf, to the extent that we are required to meet your premium payment obligations, we reserve the right to recover those monies from you.

## Use of Premium Finance Companies:

You may be able to pay premium payments by instalments through a credit scheme operated by a third party premium finance company or insurer. Please note that we can only pay premium to insurers on your behalf once we have cleared funds from you or the premium finance company.

Please note that we do not recommend any particular credit provider. If you wish to pay premium by instalments, we are able to introduce you to credit providers (which may include a third party premium finance company or an insurer). There may be other credit providers (including insurers) able to offer better credit terms than those that made available to you by a party we have introduced you to.

Where you decide to enter into a credit scheme for the payment of premium, you will receive separate terms and conditions from the relevant premium finance company or insurer which will govern that arrangement. You agree that, in accordance with the terms of any such credit scheme or otherwise, we may instruct your insurer to cancel your policy if you are in default under the credit scheme and that any return premium or other payment due from the insurer may be applied to discharge your liability or liability we have assumed on your behalf under the credit scheme without further reference to you.

## Your policy documents

You will receive written terms and conditions of any insurance policy we arrange for you. Please check these documents and advise us as soon as reasonably practicable if the terms of the cover arranged are not in accordance with your requirements. Please pay special attention to the claims notification provisions and to any warranties and conditions (including as to the payment of premium) as any failure to comply with these terms may invalidate your cover.

The documents relating to your insurance will confirm the basis of the cover from the relevant insurer(s) and provide their details and if applicable, the insurer's agent. It is therefore important that you keep all of your policy documents in a safe place. It is our current practice to retain client information for at least six years or such other period required under relevant law or regulations.

## Making a claim

Your insurance policy will usually require you to notify all claims and/or circumstances that may give rise to a claim as soon as possible. If you are unsure whether a matter needs to be notified please contact us and we will endeavor to assist you.

Where we have agreed to handle claims on your behalf, we will do so fairly and promptly. If we receive claims payments for you, we will remit them to you as soon as reasonably practicable after receipt.

We reserve the right to charge an additional or separate fee (based on the nature of the work and duration and agreed with you in advance) to negotiate a large or complex claim on your behalf.

## Conflicts of interest

Circumstances may arise where we have a conflict of interest between us (including our managers, employees or agents) or another of our group companies and you, or between you and another of our clients. We always aim to treat you fairly and avoid conflicts of interest. We never deliberately put ourselves in a position where our interests, or our duty to another party, prevent us from discharging our duty to you.

We may arrange insurance for you through another company in the Arthur J. Gallagher group which acts on behalf of one or more insurers. An example may include the use of underwriting teams within Pen Underwriting Limited or Vasek Insurance Services Limited.

In arranging an insurance solution that meets your demands and needs, we will ensure that our duty to you does not conflict with the duties that an Arthur J. Gallagher group company owes to the insurers that it represents.

We may act as agent of an insurer under a delegated underwriting authority and/or delegated claims settlement authority. In these instances, where we act as your agent for your insurance needs we will always act in your best interests when arranging your policy.

As part of paying your claim, your insurer may require us to deduct the value of sums due (such as premiums or instalments under a credit scheme) before sending the balance of any claims payment to you.

We follow our own conflict management policies and procedures (for example, using information barriers). These are designed to prevent any conflicts of interest adversely affecting or compromising your interests. However, in some cases, where we cannot be reasonably confident that we can prevent the risk of damage to your interests, we will discuss this with you. If you have any concerns in relation to conflicts of interests, please contact us.

## Complaints

We value our relationship with you and we welcome feedback on the service you receive from us. Please tell us if you are dissatisfied with part of our service so that we can improve our products or services. Our aim is that you should benefit from a high quality service using our experience and breadth of insurance broking expertise. We always try to provide a high standard of service but if you ever have cause to complain, please do so by contacting your usual AJG representative by whatever means is convenient to you.

If you wish to deal with someone wholly independent of the branch or division that has been servicing your business, please contact:

Address: Complaints Management Team 7th Floor  
Spectrum Building 55 Blythswood Street Glasgow  
G2 7AT  
Email: [commercialcomplaintsuk@ajg.com](mailto:commercialcomplaintsuk@ajg.com)

We will acknowledge written complaints promptly. Our complaints procedure is available on request.

If you feel that we have not been able to resolve the matter to your satisfaction, after this process you may have the right (subject to eligibility) to refer your complaint to the Financial Ombudsman Service; this address is:

The Financial Ombudsman Service Exchange Tower  
London E14 9SR

Telephone: 0800 0234 567 (from landline)  
Telephone: 0300 123 9 123 (from mobile)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: <http://www.financial-ombudsman.org.uk>

Whether or not you make a complaint to us and/or refer your complaint to the Financial Ombudsman Service, your right to take legal action will not be affected.

### **Other territories**

Other territories may also offer complaints and dispute resolution arrangements that we are required to follow where we are held to be doing business there.

## Right of set-off

If you are a business, we may at any time, without notice to you, set off any liability of yours to us against any liability of us to you, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement.

If the liabilities to be set off are expressed in different currencies we may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by us of our rights under this clause will not limit or affect any other rights or remedies available to us under this agreement or otherwise..

## Intellectual property rights

We (or our licensors) will retain all ownership, title, copyright and other intellectual property rights in all materials developed, designed or created by us before or during the provision of services to you including systems, methodologies, software, know-how and working papers. We will also retain all ownership, title, copyright and other intellectual property rights in all reports, written advice or other materials provided by us to you. We grant you a royalty - free licence to use those materials, but only for the purposes for which they were created under this agreement and only for as long as this agreement remains in force.

## Termination

Without prejudice to any rights that have accrued under this agreement or any other rights or remedies, either party may terminate the services contemplated under this agreement by giving not less than 30 days' notice in writing to the other.

If our appointment as your broker is terminated or not renewed, we reserve the right to charge an additional or separate fee, agreed with you in advance, for any ongoing services performed from the date on which our appointment terminates. The terms of this agreement will continue to apply in relation to those ongoing services.

Notwithstanding anything else contained in this agreement, we are not required to act for you, or to continue to act for you, if we reasonably consider that to do so would put us in breach of, or would expose us or our affiliates to fines, penalties or sanctions under, any laws, regulations or professional rules. In such circumstances, we will be entitled to terminate our existing relationship with you with immediate effect and will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

## Cancellation of your policy

Your insurance contract may include a cancellation clause. For more details, please refer to your insurer's policy documents. If you wish to cancel a policy please let us know. If your policy is cancelled, the insurer will determine any return premium in relation to policies placed by us.

Please see the section above 'How are we paid for our services?' in relation to our rights to payment of brokerage/commission and fees in the event of policy termination.

## Currency conversion

We may have to convert funds to another currency in order to settle amounts due to insurers. If a repayment of funds is due to you or is requested by you after the currency is converted, then any such payment will be made in the currency to which the funds have been converted. Any shortfall arising from exchange differences remains your liability. If you pay a premium in a different currency or to a bank account in a different currency from that requested, we may, at our discretion, either return the funds to you or convert the money to the required currency. In the latter case, the converted funds will be applied against the amount due with any shortfall arising from exchange differences remaining your liability.

## Severability

The invalidity, illegality or unenforceability of any of the provisions of this agreement will not affect the validity, legality or enforceability of the remaining provisions in this agreement.

## Notices

If notice is given to us under or in connection with this agreement, except as expressly provided in this agreement, it must be in writing and sent to our registered address. We are entitled to give you a notice under or in connection with this agreement at your registered address (if a company or limited liability partnership) or at your last known address (in any other case).

## Third party rights

A person who is not party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term contained in this agreement.

## Unexpected acts or events

Neither party will be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In that event, the affected party will notify the other as soon as reasonably practicable.

## Transfer of this agreement

Neither party can transfer their rights nor obligations under this agreement in whole or in part to anyone else, except that:

- a) we may transfer all or some of our rights and/or obligations to one or more other members of the Arthur J Gallagher group of companies; and
- b) either party may transfer all or some of our rights and/or obligations to someone else with the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

## Governing law and jurisdiction

The law of England and Wales will apply to this agreement unless, at the date of this agreement, your registered office or principal place of business is situated in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law of that jurisdiction will apply.

The parties irrevocably agree that the courts of England and Wales will have the necessary jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

## Limitation of Liability

This section shall apply to all services which we provide to you pursuant to this agreement. If we or any of our group companies are liable to you in respect of any losses, liabilities, damages, costs, expenses or claims arising out of or in connection with the services (collectively 'Losses') and (subject to the following paragraph) any other person is liable to you in respect of some or all of the same Losses (on any basis), our liability and that of our group companies in respect of such Losses shall be limited so as to be proportionate to the relative contribution of ourselves and our group companies having regard to the extent of responsibility of such other person for those Losses.

In determining the existence and extent of the responsibility of such other person for Losses for the purposes of the preceding paragraph, no account should be taken of any agreement limiting the amount of damages payable by such person or of any actual or possible shortfall in recovery of this amount (whether this is due to settling or limiting claims, or any other reason).

To the extent permissible under applicable laws, regulations or rules the aggregate liability of ourselves and our group companies to you and your group companies in respect of all Losses however caused, including arising as a result of breach of contract or statutory duty, negligence or any other act or omission or breach of duty shall be limited to £10 million (ten million pounds), or such other amount in US \$ or any other currency that is specifically agreed with you in writing.

Notwithstanding the preceding paragraph, we and our group companies shall not be liable to you and your group companies whether as a result of breach of contract or statutory duty, negligence or any other act or omission or breach of duty, for any loss of profit or any special, indirect or consequential Losses arising under or in connection with the services provided.

You agree that we and our group companies have a legitimate interest in limiting the exposure of our and our group companies' directors, officers and employees to litigation and that you will not bring or assist in bringing any claim against any of our or our group companies' directors, officers or employees in their personal capacity arising out of or in connection with the services provided.

The limitations of liability and exclusions contained in this section shall not apply to:

any Losses or liabilities arising as a result of (a) fraud, willful default or gross negligence by us or any of our group companies; or (b) death or personal injury, in each case in jurisdictions where such limitations or exclusions would not be permitted under applicable laws, regulations or rules; or

any of our (or our group companies') Losses or liabilities to the extent that the limitation or exclusion of such Losses or liabilities would not otherwise be permissible under applicable laws, regulations or rules.

For the avoidance of doubt this section shall be for the benefit of ourselves and our group companies and any of our or their respective directors, officers, employees or consultants involved in the provision of the services. Any such person shall be entitled to rely upon and enforce its terms.