

# Commercial Motor Fleet Insurance

Policy Document



## ENDORSEMENTS

Subject otherwise to the terms, Exclusions and limitations of this Insurance, the endorsements listed below are operative only when the number stated against each Endorsement is specified in the Schedule and are deemed to be incorporated in and form part of the document.

### **ENDORSEMENT NO. F01 EXCESS ACCIDENTAL DAMAGE**

The Insurers shall not be liable to pay the first amount stated against this endorsement number of any amount in respect of any claim under Section 1 of this Insurance.

This endorsement operates independently and in addition to any other Excess Clause or condition which may be applied or may be endorsed on this Insurance.

### **ENDORSEMENT NO. F02 EXCESS FIRE AND THEFT**

The Insurers shall not be liable to pay the first amount stated against this endorsement number of any amount in respect of any claim under Section 2 of this Insurance.

Notwithstanding anything contained in this Insurance to the contrary if the New and Young Drivers Damage Excess referred to in Section 1 is operative it is deemed to be extended to apply in respect of any claim under Section 2 of this Insurance.

This endorsement operates independently and in addition to any other Excess Clause or condition which may be applied or may be endorsed on this Insurance.

### **ENDORSEMENT NO. F03 NEW AND YOUNG DRIVERS EXCESS DELETED**

Notwithstanding anything contained in this Insurance to the contrary the Damage Excess referred to in Section 1 of this Insurance is inoperative.

### **ENDORSEMENT NO. F04 SUSPENDED AND DISQUALIFIED DRIVERS' EXCESS**

The Insurers shall not be liable to pay the first amount stated against this endorsement number of any amount payable for any claim under Sections 1 and 2 of this Insurance in respect of any person who has been disqualified from holding or obtaining a driving licence.

The excess is operative for a period of five years from the date their licence is reinstated.

This endorsement operates independently of and in addition to any other excess clause or condition which may be applied or may be endorsed on this Insurance.

### **ENDORSEMENT NO. F05 BREAKAGE OF GLASS EXCESS**

The Insurers shall not be liable for the first amount stated against this endorsement of any amount payable for any claim under Section 8 of this Insurance.

### **ENDORSEMENT NO. F06 INDEMNITY TO OWNER (CONTRACT HIRE/LEASE AGREEMENT)**

Where any vehicle insured hereunder is the subject of a Contract Hire/Lease Agreement:

- (1) the owners of such vehicles are deemed to be interested under this Insurance jointly with the Insured.
- (2) the owners of such vehicles shall as though they were the Insured be subject to the terms, conditions and limitations of this Insurance which shall in their case be conditions precedent to any liability of the Insurers under this Insurance.
- (3) the Insurers shall not be liable under this Insurance on behalf of such owners for any accident and/or losses for which they (the Insurers) would not be liable to the Insured under the terms and conditions of this Insurance.

### **ENDORSEMENT NO. F07 UNLICENSED DRIVERS**

The Insurers will indemnify the Insured whilst any vehicle insured hereunder is being driven by an unlicensed driver in circumstances where the Road Traffic Act does not apply.

PROVIDED ALWAYS the person driving is of an age to hold a licence to drive such vehicles.

### **ENDORSEMENT NO. F08 HALF YEARLY DECLARATION**

Any adjustments to the number of vehicles insured hereunder will be submitted to the Insurers once every six months and any premium due to the Insurers or to the Insured as a result of such adjustments will be calculated on the following basis:

Adjustments during 1st six monthly period.....75% of annual premium for each vehicle  
Adjustments during 2nd six monthly period.....25% of annual premium for each vehicle.

### **ENDORSEMENT NO. F09 ANNUAL DECLARATION**

Any adjustments in premium for fluctuation in the number of vehicles insured hereunder will be calculated at each expiry date of this Insurance on the basis of 50% of the difference in premium calculated on the total number of vehicles insured at inception and the total number of vehicles declared at each expiry date.

The Insured undertakes to advise the Insurers within one month of expiry date of this Insurance of the total number of vehicles on risk at expiry.

### **ENDORSEMENT NO. F10 QUARTERLY DECLARATION**

Any adjustments to the number of vehicles insured hereunder will be submitted to the Insurers once a quarter and any premium due to the Insurers or to the Insured as a result of such adjustments will be calculated on the following basis:

Adjustments during 1st quarter	80% of annual premium for each vehicle
Adjustments during 2nd quarter	60% of annual premium for each vehicle
Adjustments during 3rd quarter	40% of annual premium for each vehicle
Adjustments during 4th quarter	20% of annual premium for each vehicle

### **ENDORSEMENT NO. F11 NOTIFICATION OF ADJUSTMENTS**

The Insurers shall not be liable under this Insurance except as required by the Road Traffic Act if the Insured changes a vehicle or adds a vehicle until the changes have been notified to the Insurers.

### **ENDORSEMENT NO. F12 OCCASIONAL BUSINESS USE**

The indemnity granted by this Insurance is extended to apply in respect of any Private Motor Car the property of or on hire to or on loan to an employee of the Insured whilst such Private Motor Car is being used solely in connection with the Insured's business or trade.

No liability shall attach to the Insurers if such employee's vehicle being used on the Insured's behalf is being driven by or for the purpose of being driven is in the charge of any person other than an employee of the Insured. The maximum mileage in respect of any one employee of the Insured shall be limited to 1000 miles per annum.

# Commercial Motor Fleet Insurance

## Policy Document

### General Insuring Clause

The *Insurers* agree to insure the *Insured* subject to the terms, conditions, exclusions and limitations contained in or endorsed upon this *Policy Document* against such liability loss or damage that may occur during any period of Insurance for which the *Insured* has paid or agreed to pay the premium as is directly sustained in connection with the *Insured Vehicle(s)* shown in the *Schedule*.

Where the *Insured* has made to the *Insurers* a Proposal and/or provided a declaration and/or information, it is agreed that the truth of the representations, declaration(s) and information contained therein are to be the basis of this contract.

The *Endorsement* attaching to this Insurance which relates to adjustments in premium for fluctuation in the number of vehicles insured hereunder **shall not apply** in respect of vehicles which are acquired or disposed of as a result of the *Insured's* involvement in any company acquisitions, take-overs, mergers, disposals or management buy-outs and the like during any current term of Insurance. This notice also applies in respect of any reduction in vehicle numbers during any period of Insurance as a result of the *Insured* introducing an employee cash incentive scheme.



Signed by Dane Douetil, Chief Executive  
on behalf of Brit Insurance Limited

#### **Brit Insurance Limited**

Registered in England number 2763688 at 55 Bishopsgate, London EC2N 3AS  
Authorised and regulated by the Financial Services Authority  
Member of the Association of British Insurers  
A subsidiary of Brit Insurance Holdings PLC

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# Definitions

In this *Policy Document*, the following defined terms shall have the meanings set out next to them below. Where these defined terms are used in the *Policy Document* they shall appear in italics. These definitions are subject to the terms, conditions, limitations and exclusions of the *Policy Document*.

## A

### ADR

means the "Accord Européen Relatif au Transport International des Marchandises Dangereuses par Route" as updated from time to time.

### Accessory

means *Audio Equipment*, safety equipment and manufacturers' tool kits which are part of the *Insured Vehicle's* original equipment and permanently fitted in accordance with the vehicle manufacturer's specification. Mobile phones which operate independently through their own battery pack are not accessories within this definition.

### Audio Equipment

means any audio and/or visual reproduction equipment including satellite navigational aids, traffic alert systems which forms part of the *Insured Vehicle's* original specification and is permanently fitted in accordance with the vehicle manufacturer's specification. The term *Audio Equipment* does not include portable equipment such as mobile telephones, walkmans, personal computers, gaming consoles, televisions or any similar equipment.

## C

### Carriage of Hazardous Goods Regulations

means all regulations, laws and Acts which govern or relate in any way to the transit of *Hazardous Goods* and any similar materials and shall include all such regulations passed by the Secretary of State under powers conferred on him/her by the Health and Safety Act 1974.

### Certificate of Insurance

means the evidence in writing of the existence of motor insurance as required by law which is provided to the *Insured* in connection with this *Policy Document* and which forms part of this *Policy Document*. Any reference in such *Certificate of Insurance* to "the Policy" shall mean the insurance provided under this *Policy Document*.

### Commercial Vehicle

means:

- any motor vehicle (including its trailer whilst attached) designed to be used for the carriage of goods;
- any mini bus with more than eight (but not more than sixteen) passenger seats;
- any bus or coach which is designed and authorised to carry more than sixteen passengers; and
- *Items of Plant/Special Types*.

## E

### Endorsement

means a change in or an addition to the terms of this Insurance, which may override or supplement terms, conditions, extensions or limitations of the *Policy Document* and which is endorsed on the *Policy Document* by being noted on the *Schedule* or attached as a supplementary document.

## Excess

means the amount of any claim for which the *Insured* retains liability and which is not covered by this Insurance.

## G

### Green Card

means a document (sometimes referred to as an International Motor Certificate) which is accepted without any obstacle or cost by the authorities of all countries for which the individual *Green Card* is valid as evidence that the visiting motorist has at least the minimum compulsory third party insurance cover required by the laws of those countries visited.

## H

### Hazardous Goods

means those goods detailed in the following regulations:

The Carriage of Dangerous Goods (Classification, Packaging and Labelling) and Use of Transportable Pressure Receptacles Regulations 1996;

The Carriage of Dangerous Goods by Road Regulations 1996;

The Dangerous Substances (Conveyance by Road in Road Tankers and Tank Containers) Regulations 1992;

The 'Approved List of Dangerous Substances' as published by the Health and Safety Executive; or

any re-enactment or replacement of such regulations and any other legislation of similar intent (including subsequent legislation) if applicable.

## I

### Insured

means the party shown as the Policyholder or *Insured* in any *Certificate of Insurance* or *Schedule* applying to this Insurance.

### Insured Vehicle

means any motor vehicle as described in the *Certificate of Insurance* bearing the number of this *Policy Document* and for the purpose of Section 4 an attached trailer if applicable.

### Insurers

means Brit Insurance Limited.

### International Motor Certificate

See *Green Card*

### Item of Plant/Special Types

means any self-powered vehicle constructed to operate primarily as a tool of trade and not designed primarily for the carriage of goods or passengers and includes but is not limited to fork lift trucks, mobile cranes, cherry pickers and the like.

## P

### **Payment in connection with a Total Loss**

means:

- 1 a payment made by the *Insurers* in full and final settlement of any claim under Sections 1 or 2 of this Insurance where the *Insurers* regard the repair of the *Insured Vehicle* to be uneconomical; or
- 2 where the *Insured Vehicle* is stolen and not recovered, a payment made by the *Insurers* in full and final settlement of the claim under Section 2 based on the current market/replacement value of the *Insured Vehicle*;

where, as a result of such payment, the *Insurers* will retain the damaged or recovered vehicle.

### **Policy Document**

means this document together with the Proposal Form and the *Schedule*.

### **Portable Computer**

means hardware, peripheral equipment and ancillary equipment including any equipment, which having more than one function, can be used as a computer and which is designed with the capability of being used whilst in transit from its own independent power source.

### **Private Car**

means any private passenger-carrying motor vehicle designed to carry up to eight passengers.

## R

### **Road Traffic Act**

means any Act, Law or Regulation which governs the driving, use or ownership of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

## S

### **Schedule**

means the document titled "The Schedule" which contains details of the *Insured*, the premium paid and the cover applicable. It will also show any variations in the terms of the Insurance and it may be replaced by an amended *Schedule* when there is a change in any detail of this Insurance.

## T

### **Terrorism**

means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## Trailer

means any implement or machine which is specifically constructed to be towed by a motor vehicle. Subject to prior agreement with the *Insurers*, semi-trailers forming part of articulated vehicles or draw bar trailers are not deemed to be trailers and form part of an *Insured Vehicle*.

## U

### **United Kingdom**

means England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

# Section 1

## Damage to the Insured Vehicle

If the *Insured Vehicle* is damaged the *Insurers* will at their discretion repair or replace the *Insured Vehicle* or make a cash settlement not exceeding the market value of the *Insured Vehicle* at the time of the damage or the purchase price of the *Insured Vehicle* whichever is the least.

### Young and inexperienced Drivers' Damage Excess

In respect of any amount payable under this Section for damage to the *Insured Vehicle* whilst being driven by or in the charge of any person to whom indemnity is afforded, the *Excess* shall be the first:

- 1 £300 if such person is under 21 years of age;
- 2 £200 if such person is 21 years of age or over and has not attained his or her 23rd birthday;
- 3 £150 if such person is 23 years of age or over and has not attained his or her 25th birthday; and
- 4 £150 if such person holds a provisional licence or has held a full licence for less than 12 months.

# Section 2

## Damage to or Loss of the Insured Vehicle by Fire or Theft

In the event of damage to or loss of the *Insured Vehicle* and or its *Accessories* by fire or theft or attempted theft the *Insurers* will at their discretion repair or replace the *Insured Vehicle* or make a cash settlement not exceeding the market value of the *Insured Vehicle* at the time of the damage or loss or the purchase price of the *Insured Vehicle* whichever is the least.

### Exclusions, Conditions and Limitations under Sections 1 and 2

#### 1 Obsolete or Unobtainable Parts

The *Insurers* shall not be liable to pay a greater sum in relation to the replacement of any part or *Accessory* which is obsolete, unobtainable, lost or damaged than the manufacturers' last list price of such part or *Accessory*.

#### 2 Other Exclusions

The *Insurers* shall not be liable:

- a in respect of loss of use and/or depreciation;
- b for wear and tear, mechanical, electrical, electronic or computer breakdowns or failures;
- c for damage to tyres by application of brakes or by punctures, cuts or bursts;
- d for any reduction of the market value of the *Insured Vehicle* as a result of repairs;
- e for any loss or destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- f for any fixtures and fittings of a motorised caravan unless such fixtures and fittings were supplied by the manufacturers when new;
- g in respect of loss of the *Insured Vehicle* by deception by a purported purchaser or his/her agent or loss of proceeds of sale;
- h in respect of any loss or damage arising from theft or attempted theft whilst the *Insured Vehicle's* ignition key (or other ignition or vehicle security device) has been left in or on the *Insured Vehicle*;
- i for any amount exceeding the sum stated in the *Schedule* in respect of any one claim or number of claims arising during or in consequence of an act of *Terrorism*.

#### 3 Payment to Vehicle Owner

If to the knowledge of the *Insurers* the *Insured Vehicle* is the subject of a financial agreement or owned by a person other than the *Insured*, any *Payment in Connection with a Total Loss* or payment in lieu of repairs shall be made to the owner, receipt of which shall fully and finally discharge the *Insurers* of all liability in respect of such loss or repairs.

#### 4 Lost or stolen keys

In the event of the *Insured Vehicle's* ignition key (or other ignition or vehicle security device) being lost or stolen whilst not in or on the *Insured Vehicle* the *Insurers* will indemnify the *Insured* for any one incident in respect of the cost of replacing:

- a the door locks and/or boot lock;
- b the ignition/steering lock;
- c the lock transmitter and central locking interface.

The *Insurers* will only indemnify the *Insured* for such replacement costs if it can reasonably be expected that the keys or other ignition or door unlocking devices are in the possession of a person who is likely to know the identity or garaging address of the *Insured Vehicle*.

The *Insurers* shall not be liable for the cost of replacing alarms and other security devices used in connection with the *Insured Vehicle*.

The maximum payable as a result of lost or stolen keys (or other ignition or vehicle security device) is limited to the amount stated in the *Schedule*.

## 5 Replacement Vehicle

If within 12 months of first registration as new any *Private Car* which is purchased new or on hire purchase in the *United Kingdom* and not on contract hire, temporary hire or on lease is stolen and not recovered or sustains loss or damage (in any single accident) in respect of which the cost of repair, reinstatement or replacement exceeds 60% of the value of the *Insured Vehicle* (based on the manufacturer's list price when new) the *Insurers* will at their discretion:

- a pay to the *Insured* the sum equivalent to the cost of a new *Private Car* of the same make or model (in the event of such model being discontinued at the time of the accident or loss the *Insurers* will pay the *Insured* a sum based on the *United Kingdom* list price when new or at the time of the discontinuance); or
- b subject to availability replace the *Private Car* with a new vehicle of the same make and model.

In such an event the *Insurers* will take possession of and be entitled to ownership of the damaged or recovered vehicle.

Any persons indemnified shall as though they were the *Insured* observe, fulfil and be subject to the terms, exclusions, conditions and limitations of this Insurance insofar as they can apply and shall in no respect be in a better position than the *Insured*.

## Legal Defence

In dealing with or defending any claim under this Section the *Insurers* may at their option arrange and pay for:

- 1 Solicitors' fees for representation at any Coroner's Inquest or Inquiry or defence of proceedings at any Court of Summary Jurisdiction;
- 2 legal services to defend any person in the event of proceedings being undertaken for manslaughter, or causing death by reckless or dangerous driving; and
- 3 any other legal costs and expenses agreed by the *Insurers* in writing.

The *Insurers* will only pay legal costs if they relate to an incident which is covered by this Section.

## Unauthorised Movement

The *Insurers* will indemnify the *Insured* in the terms of this Section in respect of liability arising out of an accident caused by or in connection with the moving aside (without the authority of the owner) of any motor vehicle parked in such a position as to obstruct the legitimate passage or the loading or unloading of the *Insured Vehicle*.

The *Insurers* shall not be liable in respect of loss of or damage to any vehicle being moved where such loss or damage is sustained during the process of moving the said vehicle as defined above.

## Damage to Third Party Property

The *Insurers* will indemnify the *Insured* for any amount not exceeding the sum stated in the *Schedule* for damage to property in respect of any one claim or number of claims arising out of one cause in connection with the *Insured Vehicle*.

## Contingent Liability

The *Insurers* will indemnify the *Insured* under the terms of this Section when liability at law arises out of an accident caused by or in connection with any motor vehicle not the property of nor provided by the *Insured* whilst it is being used on the *Insured's* behalf. The *Insurers'* maximum liability under this sub-section shall be limited to the amount stated in the *Schedule*.

Provided always that the *Insured* shall take all reasonable steps to ensure that there is in force in respect of such vehicle an insurance policy valid for such use.

## Section 3 Liability to Third Parties

Where the Certificate of Motor Insurance permits, the *Insurers* will indemnify the following persons against liability at law for damages and claimants' costs and expenses in respect of death of or bodily injury to any person and damage to property caused by or through or in connection with the *Insured Vehicle* including the loading or unloading of any *Commercial Vehicle* covered by this Insurance:

- 1 the *Insured*;
- 2 any person driving the *Insured Vehicle* with the permission of the *Insured* or on the order of the *Insured*;
- 3 any person using the *Insured Vehicle* with the permission of the *Insured*;
- 4 any person driving a *Private Car* not belonging to the *Insured* or the said person or hired to the *Insured* or the said person under a hire purchase or leasing agreement;
- 5 any passenger in the *Insured Vehicle* or mounting into or alighting from the *Insured Vehicle* who is not driving nor in charge for the purpose of driving;
- 6 in the event of the death of any person entitled to indemnity under this Section, his/her personal representatives in the terms of this Insurance and subject to the exclusions, conditions and limitations which applied to such person.

### Hazardous Goods

At the request of the *Insured* and subject to the *Insurers'* prior agreement the *Insurers* will indemnify the *Insured* for any accident, injury, loss, damage or any liability arising from the carriage of *Hazardous Goods*.

#### Provided always that:

- a the goods are carried using United Nations approved packaging and are below the load size defined in the *Carriage of Hazardous Goods Regulations*;
- b the driver holds an *ADR* Licence Certificate issued in accordance with the *ADR*; and
- c the goods being carried are defined by the above *Regulations* as suitable for carriage within groupage loads.

#### Exclusions to Hazardous Goods Clause

The *Insurers* shall not be liable:

- 1 in respect of any loss, damage or injury which occurs, arises or commences whilst any *Hazardous Goods* are being carried in road tankers, tanker containers or tanker trailers;
- 2 for any amount in excess of the amount shown in the *Schedule* in respect of any one claim or a number of claims arising out of one cause for damage to property arising from the carriage of *Hazardous Goods*; or
- 3 whilst the *Insured Vehicle* is carrying United Nations Classifications 1 or 7 type goods.

### Section 3 Exclusions

The *Insurers* shall not be liable:

- 1 in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by the *Insured* or by any other person claiming to be indemnified under this Section other than to meet the requirements of the *Road Traffic Act*;
- 2 for damage or injury to any property or animals belonging to or held in trust by or in the custody or control of the *Insured* or any person claiming to be indemnified under this Section;
- 3 to indemnify any person referred to in the first paragraph of this Section (including the *Insured*) in respect of any claim for which they are entitled to indemnity under any other insurance;
- 4 for any accident, injury, loss, and/or damage arising from the use of any *Item of Plant* or plant forming part of the *Insured Vehicle* whilst such plant is being used as a tool of trade other than to meet the requirements of the *Road Traffic Act*;

- 5 for loss or damage by pollution or contamination however caused other than to meet the requirements of the *Road Traffic Act*. For the purposes of this exclusion, pollution or contamination shall be deemed to mean:
  - a all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
  - b all death, bodily injury, illness, loss or damage directly or indirectly caused by such pollution or contamination;
- 6 for any accident, injury, loss, damage or any liability of whatsoever nature other than to meet the requirements of the *Road Traffic Act* directly or indirectly caused by or contributed to by or arising from the *Insured Vehicle* whilst in or on that part of any aerodrome, airfield, airstrip, airport or military installation provided for:
  - a the take-off or landing of aircraft and aerial devices or for the movement of aircraft and aerial devices on the ground;
  - b aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangers;
- 7 other than to meet the requirements of the *Road Traffic Act*, in respect of death, injury or damage caused or arising:
  - a beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of the *Insured Vehicle*; and
  - b in connection with the loading or unloading of the *Insured Vehicle* by any person other than the driver or the attendant of the *Insured Vehicle*;
- 8 for any claim arising during or in consequence of an act of *Terrorism* other than to meet the requirements of the *Road Traffic Act*;
- 9 death of or bodily injury to the driver of the *Insured Vehicle*.

## Section 4 Trailers and Towage

The *Insurers* will indemnify the *Insured*:

- 1 in the terms of Section 3 of this Insurance in respect of liability arising in connection with any *Trailer*, trailer-caravan or any disabled mechanically-propelled vehicle whilst attached to the *Insured Vehicle*;
- 2 in the terms of Sections 1 and 2 (if shown as applicable in the *Schedule*) in respect of:
  - a semi-trailers forming part of articulated *Insured Vehicles*; or
  - b draw bar *Trailers* whilst attached to the *Insured Vehicle*.

## Section 4 Exclusions

The *Insurers* shall not be liable:

- 1 whilst the *Insured Vehicle* is towing a greater number of *Trailers* than is permitted by law; or
- 2 in respect of loss or damage to the towed vehicle or *Trailer* (unless specified in 2 above) or to the property being conveyed thereon.

## Section 5 Territorial Limits, Foreign Travel and Transit

### Territorial Limits

This Insurance applies in respect of events occurring in:

- 1 Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;
- 2 any other member country of the European Union; and
- 3 any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of any E.U. Directive on insurance of civil liabilities arising from the use of motor vehicles, but only so far as is necessary to comply with the compulsory motor insurance legislation of such countries.

### Foreign Travel

Without prior notification to the *Insurers*, indemnity granted by this Insurance will be limited to the minimum compulsory insurance required to enable the *Insured* to lawfully use the *Insured Vehicle* in any country referred to in 3 above.

### Green Card

Subject to the *Insurers'* approval and provided an *International Motor Certificate (Green Card)* is issued by the *Insurers* this Insurance is extended to apply whilst the *Insured Vehicle* is being used in countries on the Continent of Europe not defined in 1, 2 and 3 above but which are specified on the *Green Card*.

### Customs Duty

Provided that liability arises directly from damage or loss covered by this Insurance the *Insurers* will indemnify the *Insured* in respect of liability for the enforced payment of Customs Duty.

## Transit and Related Costs

Providing that Sections 1 and 2 of this Insurance are operative the *Insurers* will indemnify the *Insured* in respect of:

- 1 accidents occurring during the course of transit by a recognised sea or rail route between any country referred to in this Section (including the process of loading or unloading);
- 2 general average contribution and sue and labour charges incurred due to the transportation of the *Insured Vehicle* by sea. The contribution relates to the current market value or the purchase price of the *Insured Vehicle* whichever is the least.

## Section 6 Medical Expenses

The *Insurers* will refund expenses for medical treatment to any occupant of the *Insured Vehicle* as the result of personal injuries by violent, accidental, external and visible means sustained in direct connection with the *Insured Vehicle* not exceeding any sum stated in the *Schedule* for each injured person.

## Section 7 Personal Effects

At the request of the *Insured* the *Insurers* will indemnify any person for damage or loss of personal effects whilst in the *Insured Vehicle* resulting from fire or theft or attempted theft or accidental means not exceeding the amount shown in the *Schedule* in respect of any one occurrence provided such damage or loss is not recoverable from any other insurance whether effected by the *Insured* or not.

## Section 7 Exclusions

The *Insurers* shall not be liable in respect of:

- 1 damage to or loss of goods, equipment or samples carried in connection with any trade or business;
- 2 damage to or loss of money, stamps, documents and securities;
- 3 damage to or loss of mobile telephones, *Portable Computers* and audio visual equipment (including compact discs, mini discs and cassettes);
- 4 loss by theft of any property carried in an open or convertible car unless stolen from a locked boot.

## Section 8 Windscreen and Breakage of Glass

In the event of a window or a windscreen being broken from any cause and shattered glass or resultant scratching of bodywork is the only damage sustained by the *Insured Vehicle*, the indemnity provided by *Insurers* under this Insurance will be in an amount up to but not exceeding the sum stated in the *Schedule*.

### Section 8 Exclusion

The *Insurers* shall not be liable under this Section for the *Excess* (if any) shown in the *Schedule* against Endorsement Number F05.

## Section 9 Unauthorised Use

The *Insurers* will indemnify the *Insured* whilst the *Insured Vehicle* is being driven by any person without the knowledge or consent of the *Insured* for any purpose not permitted under this Insurance.

Provided always that the *Insured* shall take all reasonable precautions to ensure that all persons who may drive the *Insured Vehicle* are made aware of the limitations as to use as defined in this Insurance.

## Section 10 Joint Insured

The *Insurers* will indemnify each Company embraced within the title of the *Insured* as though they were the holders of a separate Insurance. However, nothing in this Section shall operate so as to increase the overall limit of indemnity provided under this *Policy Document*.

## Section 11 Principal's Indemnity

The *Insurers* will indemnify the *Insured* in the terms of Section 3 of this Insurance in respect of liability assumed by the *Insured* under an agreement with any person (hereinafter called "the Principal") for the execution of work or the provision of services or in connection with access to any premises or road in the ownership or occupation of the Principal.

Provided always that the *Insured* shall have arranged with the Principal for the conduct or control of all claims for which the *Insurers* may be liable by virtue of this Section to be vested in the *Insurers*.

### Section 11 Exclusions

The *Insurers* shall not be liable in respect of:

- 1 liability which attaches to the Principal by virtue of an agreement which would not have attached in the absence of such agreement;
- 2 bodily injury to the Principal for any amount for which the *Insured* would not be liable in the absence of an agreement;
- 3 damage to property belonging to or held in trust by or in the custody or control of the Principal for any sum in excess of the amount required to indemnify the Principal;
- 4 liability which arises other than by reason of the negligence of the *Insured* or an employee of the *Insured*.

# General Conditions

## 1 Arbitration

Where the *Insurers* have accepted a claim but there is a disagreement over the amount payable to the *Insured*, the matter will be passed to an arbitrator appointed under current statutory provisions. When this happens an award must be made by the arbitrator before legal proceedings can be started against the *Insurers*.

## 2 Cancellation

The *Insurers* may cancel this Insurance by sending seven days' notice by Certified Posting or Recorded Delivery to the *Insured's* last known address (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland). The *Insured* may cancel this Insurance provided that no claim has arisen during the current period of Insurance and upon the surrender of this *Policy Document* and *Certificate of Insurance*. The charge for the expired period of Insurance will be calculated from the date the *Insurers* receive the *Certificate of Insurance* in accordance with the following scale:

Expired Period	% of Annual Premium Payable
1 Week	10%
1 Month	25%
2 Months	35%
3 Months	50%
4 Months	60%
5 Months	65%
6 Months	70%
7 Months	80%
8 Months	90%
Over 8 Months	100%

## 3 Claims Procedures

When an accident, loss or damage occurs:

- the *Insured* or the *Insured's* legal representative must give notice in writing to the *Insurers* as soon as possible with full details of the accident, loss or damage;
- the *Insured* must take all necessary steps to ensure the safety of the damaged *Insured Vehicle* and its *Accessories*;
- the *Insurers* shall not be liable for any increase in damage as a result of the *Insured Vehicle* being removed by its own power following an accident;
- any letter, claim, writ, claim form, summons or process relating to the accident, loss or damage must be sent, unanswered, to the *Insurers* immediately;

- the *Insurers* must be advised in writing immediately the *Insured* is aware of any intended prosecution, Coroner's Inquest or Fatal Inquiry in connection with the accident;
- persons who are claiming under this Insurance must make no admission, offer, payment or promise without the *Insurers'* written consent nor act in any way which might prejudice the *Insurers'* position;
- the *Insurers* may, at their discretion, take over and conduct in the *Insured's* name or the name of any person indemnified under this Insurance, the defence, prosecution or settlement of any claim for the *Insurers'* benefit;
- the *Insurers* shall have full discretion over the conduct of any proceedings and settlement of claims;
- the *Insured* or any person indemnified by this Insurance must give the *Insurers* all the assistance and information possible and produce a copy of the driver's licence if requested;
- if the *Insured Vehicle* and its *Accessories* are stolen or taken without the *Insured's* consent the *Insured* must, as soon as possible, report the same to the police and if required, supply the *Insurers* with the crime book number;
- the *Insurers* reserve the right if they or their representative consider any repair estimate to be unreasonable to enter into any communication with the repairer and failing agreement, to arrange for the removal of the *Insured Vehicle* to another repairer and pay for such work as may already have been done.

## 4 Compliance with the Terms of this Document

The *Insurers* will not provide cover under this Insurance unless the *Insured* has complied with all terms, provisions, conditions and *Endorsements* and has truthfully and fully completed the proposal and declaration, or statement of fact.

## 5 Contracts (Rights of Third Parties) Act 1999

This Document is a contract solely with the *Insured* and is not assignable in any case whatsoever. A person who is not party to this Insurance has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 6 English Law

This Insurance is subject to English law and, subject to General Condition 1, to the exclusive jurisdiction of the English Courts, unless the *Insurers* have agreed otherwise with the *Insured*.

# General Exclusions

## 7 Motor Insurance Database

The *Insured* shall supply details of all vehicles whose use is covered by this Insurance as is required by the relevant law applicable in the *United Kingdom* for entry on the Motor Insurance Database. Failure to do so may result in the *Insured* being reported to the Motor Insurers' Information Centre for non-compliance with the Motor Vehicles (Compulsory Insurance) (Information Centre and Compensation Body) Regulations 2003.

## 8 Other Insurances

This Insurance does not cover any liability, loss or damage if at the time of the happening of the said liability, loss or damage there is another insurance in force covering the same liability, loss or damage whether effected by the *Insured* or not.

## 9 Reasonable Precautions

The *Insurers* shall not be liable if the *Insured* fails to take all reasonable precautions to safeguard the *Insured Vehicle* from loss or damage and maintain it in a substantial and thoroughly sound, safe and efficient condition. The *Insurers* shall have at all times free access to examine the said vehicle or vehicles by their authorised representative.

## 10 Repairs to the Insured Vehicle

If the damage to the *Insured Vehicle* is covered by this insurance the *Insured* may authorise the repair of the vehicle provided that the *Insurers* are aware of the extent of the damage and are notified immediately. The *Insured* may, upon their own authority, arrange for the removal of the *Insured Vehicle* to the nearest competent repairer. The *Insurers* will pay the reasonable costs of:

- a safeguarding and removing the vehicle to the nearest competent repairer; and
- b returning it, if repairable, to the *Insured's* address in the *United Kingdom*.

Before the *Insurers* authorise the repairs the *Insured* must:

- a tell the *Insurers* in writing and provide details of the damage and the circumstances in which it arose;
- b send two detailed estimates for repair to the *Insurers*.

## 11 Right of Recovery

Nothing in this Document shall affect the right of the *Insurers* to maintain an action for recovery of sums paid under the provisions of any enactment of any territory in which this Insurance operates relating to the Insurance of liabilities to third parties and which the *Insurers* would not have been liable to pay but for the provisions of such enactment.

This Insurance does not cover:

### 1 Contractual Liability

any liability accepted by agreement which would not have attached in the absence of such agreement;

### 2 Fraudulent Claim

any claim if such claim is in any respect fraudulent. If any fraudulent means or devices are used by the *Insured* or any person claiming to be indemnified by this Insurance or any person acting on the *Insured's* behalf all benefits under this Insurance will be forfeited;

### 3 Radioactive Contamination

loss or destruction of or any damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

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

### 4 Riot and Civil Commotion

any claim arising during or in consequence of riot and/or civil commotion occurring anywhere other than in Great Britain, the Isle of Man and the Channel Islands. This exclusion will not apply if the *Insured* can prove that the claim was not caused by such events;

### 5 Use and Driving

any liability loss or damage incurred whilst any *Insured Vehicle* is:

- a being used for any purpose not permitted by the *Certificate of Insurance* or any *Endorsement* attaching to and forming part of this Document;
- b being driven by any person not permitted by the *Certificate of Insurance* or any *Endorsement* attaching to and forming part of this Document;
- c being driven by or for the purpose of being driven is in the charge of any person who has never held a driving licence or who is disqualified from holding or obtaining such a licence;

### 6 War

any claim occasioned by or arising from war, invasion, hostilities (whether war be declared or not), acts of foreign enemy, civil war, revolution, rebellion, insurrection, military or usurped power or confiscation or requisition or destruction of or damage to property by order of any Government or Public Authority, except so far as is necessary to meet the requirements of the *Road Traffic Act*.

# Further Information

## Please remember

The information that you have provided to us forms the basis of your Insurance contract. It is important that you advise us of all material information, and immediately of any change in the information. Please note if you are in any doubt whether or not any information is material, it should be disclosed. Under the *Road Traffic Act*, it is an offence to make any false statements or withhold any material information in order to obtain a cover note or a Certificate of Motor Insurance.

## Data Protection Act 1998

We may store your information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention (see further details below). We will only disclose your personal details to third parties if it is necessary for the performance of your contract with us.

We will keep your information secure at all times. In certain circumstances, for example for systems administration purposes, we may have to transfer your information to another country, which may be a country outside the European Economic Area ("EEA"). By proceeding with your insurance application, we will assume you are agreeable for us to transfer your information to a country outside the EEA.

We may need to process sensitive data of persons in your employ or of whom you wish to be indemnified by this Insurance. Sensitive data includes such information as physical or mental health, or criminal convictions (if applicable). By accepting this Insurance you are considered to be giving your consent to such information being processed by the *Insurers* and its agents.

## Claims and Underwriting Exchange Register

*Insurers* pass information to the Claims and Underwriting Exchange Register run by the Insurance Database Services Ltd, and the Motor Insurance Anti-Fraud and Theft Register run by the Association of British Insurers. The aim is to help us check information provided, and also to prevent fraudulent claims. When we deal with your request for insurance we may search these registers. Under the conditions of this Insurance, you must tell us about any incident (such as an accident or theft) whether or not it gives rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

## Motor Insurance Database

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). MID data may be used by the DVLA and DVLANI for the purpose of Electronic Vehicle Licencing and by the Police for the purpose of establishing whether a driver's use of a vehicle is likely to be covered by a motor insurance policy and/or for preventing or detecting a crime. If you are involved in an accident (in the UK or abroad) other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to obtain relevant policy information.

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

You can find out more about this from us or on-line at [www.milc.org.uk](http://www.milc.org.uk)

## Complaints Procedure

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel we have not offered you a first class service please write and tell us and we will do our best to resolve the problem.

In the first instance please contact either:

### The Motor Underwriting Director

or

### The Motor Claims Director

Brit Insurance Ltd  
Valentines House  
51/69 Ilford Hill  
Ilford  
Essex IG1 2DG

In the event you remain dissatisfied and wish to pursue matters further please contact:

### The Customer Relations Manager

Brit Insurance Ltd  
55 Bishopsgate,  
London EC2N 3AS

Telephone: 020 7984 8800  
Fax: 020 7984 8801  
E-mail: [enquiries@britinsurance.com](mailto:enquiries@britinsurance.com)

If you are still dissatisfied, you may be able to refer the matter to The Financial Ombudsman Service. The Financial Ombudsman Service can normally deal with complaints from private individuals and from small businesses with an annual turnover of less than £1 million (for a group of companies, this means a group annual turnover of less than £1 million).

The Financial Ombudsman Service can also help with complaints from charities with an annual income of less than £1 million; and from trusts with a net asset value of less than £1 million.

### The Financial Ombudsman Service

South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Helpline: 0845 080 1800  
Switchboard: 020 7964 1000  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our financial obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

### Financial Services Compensation Scheme

7th Floor Lloyds Chambers  
Portsoken Street  
London E1 8BN

Fax: 020 7892 7301

**Brit Insurance Limited**

55 Bishopsgate, London EC2N 3AS  
T: 020 7984 8500 F: 020 7984 8501

**[www.britinsurance.com](http://www.britinsurance.com)**

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