

HCC UNDERWRITING AGENCY LTD

MOTOR FLEET INSURANCE

COACH FLEET



MOTOR FLEET INSURANCE

This is Your Motor Fleet Insurance document. This document, the Policy Schedule attached hereto and the Certificate of Insurance together form your policy of insurance. Read this document, the Policy Schedule and Certificate of Motor Insurance carefully and keep them in a safe place. If You have any questions about any of Your motor insurance documents, call Your insurance adviser or the HCC Underwriting Agency Ltd office. Unless We have agreed otherwise with You, this insurance is governed by English law.

Our promise to You

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 that We have not offered You a first class service please write and tell Us and We will do our best to resolve the problem. If You have any questions or concerns about Your policy or the handling of a claim You should in the first instance contact:

Compliance Officer
HCC Underwriting Agency Ltd
Walsingham House
35 Seething Lane
London
EC3N 4AH

In the event that You remain dissatisfied and wish to make a complaint it may be possible in certain circumstances for You to refer the matter to the Complaints Department at Lloyd's. Their address is:

Complaints Department
Lloyd's
One Lime St
EC3M 7HA

Tel No: 020 7327 5693
Fax No: 020 7327 5225
E-mail: Complaints@Lloyds.com


In the event that the Complaints Department is unable to resolve Your complaint it may be possible for You to refer it to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

Motor fleet insurance

This document is a legally-binding contract of insurance between YOU and UNDERWRITERS. The contract is based on the information You provided via Your broker. Underwriters have agreed to insure You under the terms, conditions and exceptions contained in this policy or in any endorsement applying to this policy. This policy provides cover for the period as stated in the Policy Schedule for which You have paid, or agreed to pay the premium.

We are authorised by Underwriters to commit them to this contract of insurance and to sign and issue this document.

Signed for and on behalf of Underwriters.



Definitions

We, Us, Our – HCC Underwriting Agency Ltd.

You - the person or entity named as 'the policyholder' in the Policy Schedule, or any Certificate of Motor Insurance or renewal notice applying to this insurance.

Underwriters – those insurers participating for the period and in the percentages as set out in the Policy Schedule attached hereto.

The Policy Schedule – the schedule attached to this document provides important information about your policy of insurance including the period of insurance, the premium and the cover which applies.

The Vehicle Schedule/Amended Vehicle Schedule – the schedule which You supply to Us showing the vehicles we are insuring and their insured value.

Certificate of Motor Insurance – a document which is legal evidence of your insurance and which forms part of this document, and which must be read with this document.

Your Vehicle – any vehicle shown on the Vehicle Schedule with its fitted accessories and spare parts.

United Kingdom – England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Endorsement – a change in the terms of the insurance which amends the standard insurance wording, and is printed on, or issued with, the Policy Schedule or a revised Policy Schedule.

Excess/Excesses – a contribution by you towards a claim under this insurance.

Period of Insurance – the period of time covered by this insurance (as shown in the Policy Schedule).

The insurance only covers Your Vehicle if it is being used in the way specified in your Certificate of Motor Insurance or this document or the Policy Schedule.

Section 1 – Liability to others

Cover for You

We will insure You for all the amounts You may be legally liable to pay:

- for death of or injury to any person; and
- for damage to property;

as a result of any accident involving Your Vehicle including loading and unloading.

Liability for others while using Your Vehicle

In the same way as You are insured we will indemnify:

- any person using or driving Your Vehicle with Your permission as long as such person or use is included on Your Certificate of motor insurance;
- at Your request the owner of Your Vehicle if this is someone other than You;
- at Your request any passenger traveling in, or getting into or out of Your Vehicle; and
- the legal representatives of any person insured under this section in the event of his or her death.

Limits of indemnity to property damage

The most We will pay for property damage is £5,000,000 for any one claim or claims arising out of one incident. This limit is increased to £20,000,000 for any incident involving a Private Car.

If there is a property damage claim made against more than one person covered by this insurance, We will first deal with any claim made against You

Legal personal representatives

After the death of anyone who is covered by this insurance, We will deal with any claim made against that person's estate, provided that the claim is covered by this insurance.

Costs and expenses

Legal costs

We will pay:

- solicitor's costs if anyone We insure is represented at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction;
- reasonable costs for legal services to defend anyone We insure against any prosecution arising from any death; and
- all other legal costs and expenses We agree to.

We will only pay these legal fees if they arise from an accident that is covered under this insurance.

Emergency medical treatment

We will pay for emergency medical treatment that is needed after an accident involving any vehicle which this insurance covers.

Passengers' Left Luggage and Personal Effects

Legal Liability for loss or damage to passengers' luggage and personal effects. Maximum indemnity £500 any one passenger, £30,000 any one vehicle and £50,000 any one year of insurance, subject to £50 excess per passenger and a maximum of £1,000 excess per incident. Drivers personal effects and luggage are excluded.

Exceptions to section 1

This section of Your insurance does not cover the following:

- Anyone who can claim for the same loss from any other insurance.
- Loss of, or damage to, property belonging to (or in the care of) anyone We insure and who is making a claim under this part of the insurance.
- Death of or bodily injury to any person arising out of and in the course of their employment by You or by any other person claiming under this insurance. This does not apply if We need to provide cover due to the requirements of relevant laws.
- Death, injury or damage occurring beyond the limits of any carriageway or thoroughfare caused or arising in connection with the loading or unloading of Your Vehicle.
- Any result of terrorism other than the minimum requirements of the Road Traffic Act.

Section 2 - Loss of or damage to Your Vehicle

This cover only applies to Your Vehicle

We will insure Your Vehicle against loss or damage (less any Excess that applies)

For a claim under this section We may either:

- pay for the damage to be repaired; or
- pay an amount of cash to replace the lost or damaged item.

The most We will pay will be either:

- the market value of Your Vehicle immediately before the loss (including its accessories and spare parts) up to the value shown in The Vehicle Schedule; or
- the cost of repairing Your Vehicle; whichever is less.

We will not pay the cost of any repair or replacement which improves Your Vehicle or accessories to a better condition than they were in before the loss or damage.

Excesses

The amount of the Excess shown on the policy schedule will apply to any damage (excluding windscreen damage), fire and theft claim made under this section of Your insurance.

Windscreen Damage

You may claim for damage to Your Vehicle's windscreen or windows and for any bodywork scratched by broken glass from the window or windscreen. This benefit does not apply to damaged sun roofs, roof panels, lights or reflectors, whether glass or plastic.

- If the repair or replacement is carried out by an authorised windscreen replacement company, You will have unlimited cover and You will only have to pay the first £50 of each claim.
- If the repair or replacement is carried out by any other repairer, You will have unlimited cover but You will have to pay the first £100 of each claim.

Financial interest

If the vehicle belongs to someone else, or is part of a hire purchase or leasing agreement and is subject to a total loss, We will normally pay an amount for the total loss of the vehicle to the vehicle's legal owner.

When Your Vehicle is being serviced

The cover provided under this section will still apply when Your Vehicle is being serviced or repaired. While Your Vehicle is in the hands of the motor trade for a service or repair We ignore any restrictions on driving or use (as shown in Your Certificate or Motor).

Loss of or damage to other vehicles

We will not cover loss of or damage to any vehicle which You are driving or using, which does not belong to You, is not being bought by You under a hire purchase agreement or is leased to You, (unless that vehicle is shown in The Schedule).

New Private Car Replacement

If Your Private Car is less than one year old from the date of you buying it new and it is either

- stolen or lost and not recovered; or
- damaged so that repairs will cost more than 50% of the manufacturer's Recommended Retail Price (including taxes)

We will replace Your Private Car with a new Private Car of the same make, model and specification, if one is available. If one is not available, We will pay an amount equal to that which was paid when You bought the Private Car, or the current manufacturer's Recommended Retail Price (including taxes), whichever is less. The lost or damaged Private Car will then belong to us.

Theft of keys

If the keys or lock transmitter for Your Vehicle are stolen We will pay for the cost of replacing:

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

We will also pay for the cost of re-coding or if necessary replacing any alarm system used in connection with Your Vehicle.

The total amount payable as a result of the theft of keys or lock transmitter will be limited to a maximum of £1,000 any one incident for each of Your Vehicles.

Audio, Telephopne satellite navigation equipment, television, video and vending equipment

Permanently fitted audio, telephone, satellite navigation equipment, television, video and vending equipment are insured for loss or damage. The total amount payable will be limited to a maximum of £2,000 any one incident for each of Your

Vehicles..

Exceptions to Section 2

This section of your insurance does not cover the following:

- The amount of any Excess shown in the policy schedule.
- An amount as compensation for You not being able to use Your Vehicle (including the cost of hiring another vehicle).
- Wear and tear.
- Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment.
- Your Vehicle's value reducing, including loss of value as a result of damage, whether repaired or not.
- Repairs or replacements which improve the condition of Your Vehicle.
- Damage to tyres, unless caused by an accident to Your Vehicle.
- Damage due to liquid freezing in the cooling system, unless you have taken reasonable precautions as laid down by the vehicle manufacturer's instructions.
- Any amount over the last known list price of any part or accessory, plus the reasonable cost of fitting the part or accessory, if the vehicle manufacturer or its agent cannot supply it from stock held in the United Kingdom.
- Loss of or damage to Your Vehicle by someone who obtained it by fraud or deception.
- Loss resulting from repossessing the vehicle and returning it to its rightful owner.
- Loss of or damage to Your Vehicle or its contents by theft or attempted theft or an unauthorised person taking and driving it if:
 - it has been left unlocked;
 - it has been left with the keys in it;
 - it has been left with the windows, roof panel or the roof of a convertible vehicle open; or
 - reasonable precautions have not been taken to protect it.

Section 3 - Personal Effects

We will indemnify You (or at Your request any other person who is the owner of the property) in the event of loss or damage by fire, theft or by accidental means of any personal effects the property of the driver and/or passengers whilst in or on Your Private Car.

Our maximum liability is limited to £250 in respect of any one occurrence.

Section 4 - Towing

We will indemnify you in the terms of Section 1 of this Insurance in respect of liability arising in connection with any trailer, trailer-caravan or any disabled mechanically-propelled vehicle whilst attached to Your Vehicle.

Exceptions to Section 4

We shall not be liable:

- a) whilst Your Vehicle is towing a greater number of trailers than is permitted by law;
- b) in respect of loss or damage to the towed vehicle or trailer 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 United Kingdom
- 2 any other member country of the European Union
- 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 Us, indemnity granted by this Insurance will be limited to the minimum compulsory insurance required to enable You to use Your Vehicle in any country referred to in (2) and (3) above.

Subject to our approval and provided an International Motor Certificate or Green Card is issued by us this Insurance is extended to apply whilst Your Vehicle is being used in countries on the Continent of Europe as specified on the International Motor Certificate or Green Card.

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

Transit

Providing Sections 1 and 2 of this Insurance are operative We will indemnify You in respect of:

- 1 accidents occurring during the course of transit by a recognised sea passage 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 Your Vehicle by sea. The contribution relates to the current market value of Your Vehicle.

Section 6 – Contingent liability

We will insure you (but not the driver) under section 1 – Liability to others whilst any one of Your employees uses a vehicle on Your business, that does not belong to You and is not provided by You.

We will not provide cover:

- unless You have given permission for the vehicle to be used on Your business;
- unless You have taken all reasonable steps to ensure that there is in force a valid separate contract of insurance providing You with cover for such use;
- if You are insured by any other insurance document; and.
- for loss of, or damage to Your Vehicle.

Section 7 – Joint liability

You and each associated and/or subsidiary company shall be deemed third parties to one another in respect of claims under section 1 of this policy.

Section 8 – Unauthorised Use

We will indemnify You whilst Your Vehicle is being driven by any person without Your knowledge or consent for any

purpose not permitted under this Insurance. PROVIDED ALWAYS that You take all reasonable precautions to ensure that all persons who may drive Your Vehicle are made aware of the limitations as to use as defined in this Insurance.

Section 9 – Unauthorised movement of third party vehicles

We will indemnify You in the terms of Section 1 of this Insurance 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 Your Vehicle.

We 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.

Section 10 – Occasional business use

This insurance will apply to any Private Car which does not belong to You and is not hired or lent to You whilst being used with Your authority by any one of Your employees in connection with Your business.

Section 11 – Indemnity to principals

We will indemnify You in the terms of Section 1 of this policy in respect of liability assumed by You under an agreement with any person (hereinafter called “the Principal”) for the execution of work or services or in connection with access to any premises or road in the ownership or occupation of the Principal. PROVIDED ALWAYS that You shall have arranged with the Principal for the conduct or control of all claims for which We may be liable by virtue of this Section to be vested in Us.

Exceptions to Section 11

We shall not be liable in respect of:

- a) liability which attaches to the Principal by virtue of an agreement which would not have attached in the absence of such agreement;
- b) bodily injury to the Principal for any amount for which You would not be liable in the absence of an agreement;
- c) 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;
- d) liability which arises other than by reason of the negligence of You or Your employee.

Section 12 – Indemnity to hirer

We will insure any hirer who hires a vehicle to You against claims made as a result of Your negligence or the negligence of one of Your employees.

Section 13 – Movement of customer vehicles

We will insure You under section 1 and section 2 for any liability, loss or damage which arises as a result of any one of Your employees moving a vehicle belonging to a customer or visitor (but not belonging to, hired or lent to You) for the purpose of parking in, about or movement to and from Your premises to a nearby parking place.

Section 14 – General exceptions

These general exceptions apply to the whole insurance:

Your insurance does not cover the following:

1. Racing, pacemaking or being in any contest or speed trial or any rigorous reliability testing on Your Vehicle.
2. Any purpose connected with the motor trade, unless this use is described in your certificate.
3. Any liability, loss or damage arising while any vehicle covered by this insurance is being:
 - a. used for a purpose which the vehicle is not insured for;
 - b. driven by or is in the charge of anyone who is not mentioned in the Certificate of Motor Insurance as a person entitled to drive or who is excluded by an endorsement;
 - c. driven by anyone (including You) who You know is disqualified from driving, has never held a licence to drive the vehicle, or is prevented by law from having a licence (unless they do not need a licence by law);
 - d. used in or on restricted areas of airports or airfields. We will not pay for any claim concerning an aircraft within the boundary of the airport or airfield.
4. Any liability, loss or damage that is also covered by any other insurance.
5. Any liability You have accepted under an agreement or contract unless You would have had that liability anyway.
6. Any result of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, or military or usurped power (except where We need to provide cover to meet the minimum insurance required by the relevant law).
7. Direct or indirect loss, damage or liability caused by, contributed to or arising from:
8. Earthquake;
9. Riot or civil commotion occurring in Northern Ireland or outside the United Kingdom (except where We need to provide cover to meet the minimum insurance required by the relevant law);
10. Ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel;
11. The radioactive, toxic, explosive or other dangerous property of any explosive nuclear assembly or nuclear part of that assembly;
12. Carrying any dangerous substances or goods for which You need a licence from the relevant authority (except where We need to provide cover to meet the minimum insurance required by the relevant law); or
13. Pressure waves caused by aircraft and other flying objects.
14. Any proceedings brought against You, or judgment passed in any court outside the United Kingdom, unless the proceedings or judgment arises out of Your Vehicle being used in a foreign country which We have agreed to extend this insurance to cover.
15. Any liability for death, injury, illness or loss of or damage to property, arising directly or indirectly from pollution or contamination, unless it is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the period of insurance. We will treat all pollution or contamination arising from one incident as having happened at the time of the incident. This insurance does not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks from Your Vehicle caused by a failure to properly maintain it. This exception does not apply where We need to provide the minimum level of cover necessary by law.

Section 15 - General conditions

1. We will only provide the cover described in this insurance if:
 - a. anyone claiming protection has met all the conditions in this document; and
 - b. the information You gave on Your proposal form and declaration is, as far as You know, correct and complete.
2. Your premium is based on the information You supplied at the start of the insurance and when it is renewed. If You have failed to provide Us with complete and accurate information, this could lead to Your claim being denied or the insurance not being valid.
3. If a claim is made which You or anyone acting on Your behalf knows is false, fraudulent or exaggerated, We will not pay the claim and cover under this insurance will end. If You or anyone acting on Your behalf provides false or stolen documentation in support of a claim, We will not pay the claim and this insurance will end.
4. After any loss, damage or accident You must give Us full details of the incident, in writing, as soon as possible.
5. You must send every communication about a claim (including any writ or summons) to Us without delay and unanswered. You must also tell Us if You know about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this insurance. You must not admit to, negotiate on or refuse any claim unless you have permission from Us.
6. You must take all reasonable steps to protect Your Vehicle from loss or damage and to maintain it in an efficient and roadworthy condition.
You must let us examine Your Vehicle at any reasonable time.
7. We can:
 - a. take over, conduct, defend or settle any claim; and
 - b. take proceedings, at our own expense and for our own benefit, to recover any payment we have made under this insurance.
We will take this action in Your name or in the name of anyone else covered by this insurance. You, or the person whose name We use, must co-operate with Us on any matter which affects this insurance.
8. If We accept Your claim, but disagree with the amount due to You, the matter will be passed to an arbitrator who we both agree to. When this happens, the arbitrator must make a decision before You can start proceedings against Us.
9. We or Your insurance intermediary may cancel this insurance by sending 7 days' notice, in writing, to Your last known address.
10. You may cancel this insurance at any time by telling Us in writing and sending back your Certificates of Motor Insurance. Any return premium will be at Our discretion.

Important Notice

The information that You have provided to Us forms the basis of Your insurance policy. 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.

Anti-Fraud and Theft Registers

We pass information to various anti-fraud and theft registers. 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 Your insurance policy, 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). This may be consulted by the police in order to establish who is insured to drive the vehicle. 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 ascertain relevant policy information.

Persons with a valid claim in respect of a road traffic accident (including citizens of other countries) may also obtain

relevant information which is held on the MID.

You can find out more about this from Us, or at www.miic.org.uk.

You have a legal obligation to ensure that Your vehicle changes are added to the MID in a timely fashion.

New Claim Notification

If you need to report an incident for claim or notification purposes please use any of the following methods:

Telephone: 01656 868000

0800 622122 **Windscreen and Glass**

Email: admin@hccclaims.com

Fax: 01656 868001

Post: HCC Claims Service Ltd, PO Box 201, Pencoed, South Wales, CF31 9BX.

Download our electronic claim form from: www.hccinsurance.com

HCC Underwriting Agency Ltd
Walsingham House
35 Seething Lane
London EC3N 4AH

Tel +44 (0) 20 7680 3000
fax +44 (0) 20 7977 7350
info@hccual.com
www.hccual.com

