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# Your motor policy

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Thank you (the Insured) for choosing us (the Company) as your motor fleet insurer.

You should have this policy booklet, a policy schedule and certificates of insurance. Please read these documents carefully, taking note of any endorsements and also the exclusions, general exceptions and general conditions stated in this policy booklet. If the insurance described does not give you everything you need, please tell us immediately.

Please note that we (the Company) have relied upon what you have told us on your proposal form. If the information is not accurate or complete, this policy may not be valid. If you have made any mistakes, please tell us at once.

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# The contract of insurance

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This policy is a contract of insurance between you and us and does not give or intend to give rights to anyone else. Any person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

In return for the premium you have paid or agreed to pay (and any tax applicable), we will provide the insurance as shown in the following pages. This will last during the period of insurance shown in the policy schedule and during any further period for which we may accept a payment for renewal.

We have based your cover on the information you have given us in your proposal form. If any of that information is incorrect, this policy may not be valid.



*Chief Executive*  
**HSBC Insurance (UK) Limited**

## Law which applies to this policy

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We and you are free to choose the law which will apply to this policy but in the absence of any agreement to the contrary, the law of the country in which you reside at the commencement of this insurance will apply.

If you are not resident (or in the case of a business, the registered office or principle place of business is not situated) in England or Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man, the law of England and Wales will apply.

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# Section 1 - Loss or damage to the insured vehicle

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The Company will indemnify the Insured against loss or damage to the Insured Vehicle its spare parts whilst thereon and permanently fitted accessories by:

- i) accidental means including malicious acts of Third Parties;
- ii) fire lightning self-ignition or explosion;
- iii) theft or any attempt thereat.

## **Sound equipment and telephone systems**

Sound reproducing equipment and telephone systems are covered only when permanently fitted in the Insured Vehicle.

## **New car replacement**

If any Private Motor Car is owned or held under a Hire Purchase Agreement by the Insured and having been purchased new by the Insured is within one year of the date of purchase:

- a) damaged to the extent that the assessed cost of repair exceeds 60% of the manufacturers current list price inclusive of taxes and cost of accessories;
- b) lost by theft and not recovered

then in lieu of making a monetary payment under the terms of this Insurance the Company will replace such vehicle with a new vehicle of same manufacture and specification.

Provided that:

- i) the Insured agrees such action and
- ii) any other interested party known to the Company consents to such course and
- iii) such replacement is available in the United Kingdom.

In such event the Company shall become entitled to possession and ownership of the damaged or lost vehicle.

In this Insurance Hire Purchase Agreement means an agreement for the hire or bailment of the Insured Vehicle in return for periodical payments and under which ownership of the Insured Vehicle will pass to the Insured either upon the exercise of an option to purchase or otherwise.

## **Hire purchase, hiring or leasing agreements**

If to the knowledge of the Company the Insured Vehicle is subject to a Hire Purchase Hiring or Leasing Agreement or their equivalent any payment in cash by the Company in respect of loss or damage to the Insured Vehicle not made good by repair reinstatement or replacement shall be made to the legal owner whose receipt shall be a full and final discharge to the Company in respect of such loss or damage.

# Section 1 - Loss or damage to the insured vehicle

*(continued)*

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## Exceptions to Section 1

The Company shall not be liable for:

- a) the first amount of any claim for loss or damage to the Insured Vehicle in the sum shown as the Excess in the Schedule to this Insurance
- b) the first amount specified below (which is in addition to any other Excess applicable to this Insurance) of any claim under sub-section (i) of this Section when the Insured Vehicle is being driven by or is in charge of any person who:
  - i) has not reached 21 years of age £300.00
  - ii) has reached 21 years of age but not 25 years of age £200.00
  - iii) has reached 25 years of age but:
    - a) has not held a full driving licence issued by the United Kingdom or other member country of the European Union for at least 1 year £150.00
    - b) does not hold a full driving licence issued by the United Kingdom or other member country of the European Union and has not held a full driving licence issued elsewhere for at least 2 years £150.00
    - c) does not hold a licence to drive but is driving under circumstances where a licence is not required by law £150.00
- c) loss of use depreciation (which shall include any diminution of value of the Insured Vehicle or other property) consequential loss wear and tear mechanical structural electrical electronic computer or computer software breakdown failure fault or breakage.
- d) any loss or damage caused in consequence of any of the property insured by this Section being obtained through deception.
- e) damage to tyres by application of brakes or punctures cuts or bursts.
- f) loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- g) loss or damage under Section I(iii) arising from the sale of the Insured Vehicle and/or the subsequent loss of proceeds of the sale.
- h) loss or damage to the Insured Vehicle arising from theft or attempted theft when an ignition key has been left in or on the Insured Vehicle.

## Section 2 - Liability to third parties

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### 1. Indemnity to the insured

The Company will indemnify the Insured against liability at law for damages and claimants costs and expenses in respect of death or bodily injury to any person and damage to property arising out of an accident caused by or in connection with the Insured Vehicle. The Company will also pay legal fees incurred with their written consent arising in connection with a claim covered by this Section.

### 2. Indemnity to other parties

The Company will further indemnify:

- a) any person who is driving or for the purpose of driving is in charge of the Insured Vehicle on the order or with the permission of the Insured provided such person is within the "Persons or Classes of Persons entitled to drive" specified in the current Road Traffic Act Certificate of Motor Insurance bearing the document number shown in the Schedule of this Insurance and issued to the Insured on behalf of the Company and the use to which the Insured Vehicle is being put is within the "Limitations as to Use" specified in such Certificate.
- b) any person in connection with whose employment use of the Insured Vehicle has been provided by the Insured while that person is driving any other Private Motor Car not belonging to him or to the Insured under a Hire Purchase Agreement (the meaning of which is the same as that given in Section I of this Insurance) provided that the current Road Traffic Act Certificate of Motor Insurance is so extended and the use to which such other Private Motor Car is being put is within the "Limitations as to Use" specified in such Certificate.
- c) any person mounting or dismounting from or situated in the Insured Vehicle on the order or with the permission of the Insured but only if the Insured requests that such indemnity be provided by the Company.
- d) any person making use of the Insured Vehicle but not driving it nor for the purpose of driving being in charge of it provided such use is within the "Limitations as to Use" specified in the current Road Traffic Act Certificate of Motor Insurance.

### 3. Indemnity to legal personal representatives

In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify his legal personal representatives provided that such representatives shall as though they were the Insured observe fulfil and be subject to the terms exceptions and conditions of this Insurance in so far as they can apply.

## Section 2 - Liability to third parties (continued)

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### **Principals clause**

In the event of any claim in connection with the Insured Vehicle being made against any person (hereinafter called the Principal) for whom the Insured is executing a contract and such claim if made against the Insured would form the subject of indemnity under this Insurance the Company will indemnify the Principal in like manner and within the pecuniary limits specified in the Insurance.

Provided always:

- i) that the Principal shall as though he were the Insured observe fulfil and be subject to the terms exceptions and conditions of this Insurance.
- ii) that the Company shall not be liable by virtue of this Insurance in respect of liability which arises from the negligence of any person other than the Insured or an employee of the Insured.

### **Limit of liability**

- a) The liability of the Company in respect of loss or damage to property is limited to £5,000,000 in respect of any one event giving rise to a claim or series of claims caused by and arising in connection with the Insured Vehicle except when the Insured Vehicle is:
  - i) a Private Motor Car with or without a trailer attached for which the limit of liability shall be increased to £20,000,000;
  - ii) a Private Motor Car with or without a trailer attached and bearing a Trade Plate for which the limit of liability shall be increased to £20,000,000;
- b) Provided always that the Company's liability is limited to £1,000,000 where such loss or damage is caused by or arises in connection with:
  - i) the use of the Insured Vehicle as a result of the carriage of goods of a hazardous or explosive nature;
  - ii) the Insured Vehicle being in excess of 44 tonnes gross vehicle weight.
- c) The liability of the Company in respect of claimants' costs is limited to £5,000,000 in respect of any one claim or series of claims arising from one event under this Insurance caused by and arising in connection with the Insured Vehicle.

## Section 2 - Liability to third parties

*(continued)*

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### **Application of limits of indemnity**

In the event of any accident involving indemnity to more than one person any limitation by the terms of this Insurance and/or any Endorsement thereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the within-named Insured.

### **Emergency treatment**

The Company will indemnify any person using the Insured Vehicle in respect of which indemnity is granted by this Insurance against liability under the Road Traffic Acts to pay for Emergency Treatment of injuries caused by or arising out of the use of such Vehicle.

### **Towage**

The Company will indemnify the Insured whilst any Insured Vehicle is being used for the purpose of towing a Caravan Trailer or disabled mechanically propelled vehicle in accordance with the Law.

Provided always that the Company will not be liable for:

- a) Towing of such Caravan or Trailer or disabled mechanically propelled vehicle for hire or reward;
- b) Loss or damage to the towed Caravan Trailer or disabled mechanically propelled vehicle or the contents thereof.

### **Cross liabilities**

Where this document has been issued in the name of two or more Insureds the indemnity provided by this Section shall apply as if separate documents had been issued to each of the parties jointly named in the Schedule and each shall be deemed to be Third Parties to the others but the total liability of the Company for all claims shall not exceed the limits of indemnity stated in this Insurance.

### **Legal defence**

The Company will pay legal fees for representation at any Coroners' Inquest or Fatal Accident Inquiry or Court of Summary Jurisdiction or the cost of legal services for defence in the event of proceedings being taken for manslaughter or causing death by reckless careless or dangerous driving in respect of any accident which may be the subject of indemnity under this Insurance.

Provided always that the indemnity granted by this sub-section shall not apply to any proceedings taken as a result of an accident if the Insured or any driver is accused of being under the influence of drink or drugs at the time of the accident except that in such event the Company reserve the right at their option to make provision for legal defence.

## Section 2 - Liability to third parties

(continued)

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### Contingent liability

The Company will indemnify the Insured whilst any vehicle not the property of nor provided by the Insured is being used in connection with the Insured's business by any person in their employment.

Provided always the Company shall not be liable:

- a) in respect of loss or damage to the aforementioned vehicle or property being conveyed thereby.
- b) if there is any other existing Insurance covering the same liability.

### Exceptions to Section 2

The Company shall not be liable:

- a) under Section 2(a) unless the person who is driving or for the purpose of driving is in charge of the Insured Vehicle holds a licence to drive such vehicle and is complying with the terms and limitations of such licence or has held and is not disqualified from holding or obtaining such licence.
- b) under Section 2(b) unless the person who is driving or for the purpose of driving is in charge of such other Private Motor Car holds a licence to drive such vehicle and is complying with the terms and limitations of such licence or has held and is not disqualified from holding or obtaining such licence.
- c) under Section 2(c) and (d) if to the knowledge of the person on whose behalf an indemnity is being sought the Insured Vehicle is being driven by or for the purpose of being driven is in charge of a person who does not hold a licence to drive such vehicle (unless it be shown that such person had previously held a licence to drive and is not at the time disqualified from holding or obtaining such licence) or is not complying with the terms and limitations of such licence.
- d) under Sub-Section 2 or 3 to indemnify any person;
  - i) if such person is entitled to indemnity under any other Policy;
  - ii) unless he/she shall observe fulfil and be subject to the terms exceptions and conditions of this Insurance in so far as they can apply.
- e) in respect of death bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of the vehicle.
- f) in respect of death or bodily injury to any person in the employment of the person claiming to be indemnified arising out of and in the course of such employment other than as required by the Road Traffic Acts.
- g) in respect of damage to property belonging to or held in trust by or in the custody or control of the Insured or the person claiming to be indemnified under this Section.

## Section 2 - Liability to third parties *(continued)*

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- h) in respect of damage to any vehicle in connection with which indemnity is provided by this Section.
  - j) in respect of death bodily injury or damage, other than as required by the Road Traffic Acts, directly or indirectly caused by or contributed to by or arising from:
    - i) wrongful delivery or specification of the load of the Insured Vehicle;
    - ii) contamination by spillage of the load of the Insured Vehicle;
    - iii) any defect in the load of the Insured Vehicle or its packaging;
    - iv) application of chemicals or chemical fertilisers to land or vegetation;
    - v) treatment commodities or services provided or supplied at or from the Insured Vehicle;
    - vi) the operation as a tool of trade of the Insured Vehicle or any Plant forming part of an Insured trailer.
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## Section 3 - Personal effects

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At the request of the Insured the Company will provide indemnity in the event of loss or damage by fire or by theft or any attempt thereat or by accidental means of any personal effects the property of the driver and/or passengers whilst in or on the Insured Vehicle.

Provided always that the total liability of the Company under this Section shall be limited to £100 in respect of any one occurrence.

### **Exceptions to Section 3**

The Company shall not be liable in respect of loss or damage to:

- a) Money Securities Stamps Tickets Jewellery Furs Cassette Tapes Compact Discs, Cartridges or Telephone Systems;
  - b) Goods Samples or Tools carried in connection with any trade or business or Trunks or Cases containing such articles;
  - c) Property insured under any other Insurance.
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## **Section 4 - Medical expenses**

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The Company will refund medical expenses up to £100 for each occupant of the Insured Vehicle if such occupant is injured as a result of an accident involving the Insured Vehicle.

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## Section 5 - Unlicenced drivers

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The Company will indemnify the Insured in respect of any motor vehicle whilst being driven by any person as an unlicenced driver but only insofar as a licence is not necessary to meet the requirements of the Road Traffic Act.

Provided always that such person:

- i) is fully competent in the driving of such Motor Vehicle;
  - ii) has attained the age of 17 years;
  - iii) is driving on the order or with the permission of the Insured.
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## Section 6 - Unauthorised movement

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The Company will indemnify the Insured in respect of any motor vehicle not belonging nor hired nor bailed to the Insured nor to the person driving whilst such vehicle is being driven by a driver in the Insured's employ.

### **Exceptions to Section 6**

The Company shall not be liable if such vehicle is being used in circumstances other than as follows:

- a) for the purpose of Parking;
  - b) for the purpose of loading or unloading;
  - c) for the movement of vehicles to allow free passage for the Insured's own vehicles or vehicles hired or loaned to the Insured.
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## Section 7 - Unauthorised use

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The Company will indemnify the Insured in the event of an accident occurring where the Insured Vehicle is being used or driven without the knowledge and consent of the Insured (upon whom the burden will lie to show an absence of knowledge or consent) other than in accordance with the "Limitations as to use" specified in the Road Traffic Act Certificate of Motor Insurance issued to the Insured.

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## Section 8 - Indemnity to owner

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If to the knowledge of the Company the Insured Vehicle is the subject of an agreement for hire or bailment (not being a Hire Purchase Agreement as defined in Section 1 hereof) between the owner of such vehicle and the Insured:

- a) any payment in cash by the Company under Section 1 in respect of loss or damage not repaired reinstated or replaced shall be made to such owner whose receipt shall be a full and final discharge to the Company in respect of such loss or damage;
- b) in terms of Section 2 the Company will indemnify such owner in the event of any accident occurring while such vehicle is let on hire under such agreement and is not being driven by or is not for the purpose of being driven by him in the charge of such owner or a person in his employ.

### Exceptions to Section 8

The Company shall not be liable:

- i) if such owner is entitled to indemnity under any other Insurance;
  - ii) unless such owner shall as though he were the Insured observe fulfil and be subject to the terms exceptions and conditions of this Insurance insofar as they can apply.
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## Section 9 - Car sharing

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This Insurance shall permit the carriage of fare paying passengers in the Insured Vehicle on a journey provided that:

- a) the Insured vehicle is not constructed or adapted to carry more than eight passengers (excluding the driver);
  - b) the passengers are not being carried in the course of a business of carrying passengers;
  - c) the fare or aggregate of fares received for the journey do not include an element of profit;
  - d) the arrangement for the payment of any fare was made before the journey began.
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## Section 10 - Trailers

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The Company will indemnify the Insured:

- a) in respect of any specified trailer the property of the Insured or in the custody or control of the Insured whilst attached to the Insured Vehicle or detached therefrom and out of use within the confines of the Insured's own premises or a recognised secure trailer park or compound or whilst temporarily detached from the Insured Vehicle in the course of a journey and adjacent to the towing vehicle;
- b) in respect of any unspecified trailer, the property of the Insured or in the custody or control of the Insured, whilst attached to the Insured Vehicle or whilst temporarily detached in the course of a journey and adjacent to the towing vehicle.

The term specified trailer shall mean any trailer in respect of which details have been supplied to Company.

### **Exceptions to Section 10**

The Company shall not be liable:

- i) for any amount otherwise payable under Section 1 not exceeding the market value of such trailer immediately prior to the loss or damage;
  - ii) in respect of the contents of such trailer.
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## Section 11 - Territorial limits and foreign travel

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The indemnity and benefits provided by this Insurance shall apply in respect of vehicles registered in the United Kingdom as described in the Certificate of Motor Insurance in respect of accident injury loss or damage occurring in;

- a) Great Britain Northern Ireland the Republic of Ireland the Isle of Man or the Channel Islands;
- b) any other member country of the European Union;
- c) any other country which has agreed to follow European Union Directives and is approved by the Commission of the European Union;
- d) any other country in respect of which the Company agrees to provide cover following a request by the Insured but only for the period agreed and specified in the Green Card.

Also in the course of transit (including processing of loading and unloading) by rail or sea between any ports or termini therein provided that such transit shall be by any recognised sea passage or rail route of not longer duration under normal conditions than 65 hours.

### **Customs Duty**

The Company will indemnify the Insured against liability for the enforced payment of customs duty on the vehicle after temporary importation provided that such liability arises directly from loss or damage covered by this Insurance.

### **Bail Bond**

Provided always the Company has agreed to extend cover to Spain under this Section if as a result of an accident in Spain which is or might be the subject of indemnity under this Insurance the person driving the Insured Vehicle with the Insured's authority at the time of the accident is detained or the Insured Vehicle is impounded by the authorities and a guarantee or monetary deposit is required for their release, the Company will provide such guarantee or deposit not exceeding one thousand pounds in all.

Immediately the guarantee is released or the deposit becomes recoverable the Insured shall comply with all the necessary formalities and give the Company all such information and assistance as maybe required to obtain the cancellation of the guarantee or the return of deposit.

If the guarantee or deposit is wholly or in part forfeited or taken for payment of fines or costs in or as a result of any penal proceedings against the Insured or the person driving the Insured Vehicle the Insured agrees to repay such amount to the Company forthwith.

## **Section 11 - Territorial limits and foreign travel** *(continued)*

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No liability shall attach to the Company in respect of Seizure Arrest Restraint or Detainment by any Government or Public Authority other than that incurred under the terms of the Bail Bond or for any enforced payment of customs duty as a result of the temporary importation of the Insured Vehicle into Spain to which this Insurance has been extended to apply by virtue of this Section.

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# General exceptions

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This Insurance does not cover:

1. Any accident injury loss damage and/or liability caused sustained or incurred whilst any motor vehicle in respect of or in connection with which Insurance and/or indemnity is granted under this Document is being driven by or for the purpose of being driven by is in the charge of any person who is not within the “Classes of Persons entitled to drive” specified in the current Road Traffic Act Certificate of Motor Insurance bearing the Document Number shown in the Schedule of this Insurance and issued to the Insured on behalf of the Company or is being used otherwise than within the “Limitations as to use” specified in such Certificate which is incorporated herein and as advised to the Company on a completed proposal form and/or subsequent written declaration. This General Exception will not apply whilst the Insured vehicle is being driven by or for the purpose of being driven by is in the charge of any bona fide principal/employee of the motor trade solely for the purpose of upkeep maintenance and/or repair.
2. Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
3. Any accident injury loss damage and/or liability occasioned by or happening through or in consequence of war invasion acts of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
4. Any accident injury loss or damage arising during (unless it be proved by the Insured that the accident injury loss or damage was not occasioned thereby) or in consequence of:
  - a) Earthquake;
  - b) Riot and/or Civil Commotion occurring elsewhere than;
    - i) in Great Britain the Isle of Man or the Channel Islands;
    - ii) in any other member Country of the European Union;
5.
  - a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
  - b) any legal liability of whatsoever nature;  
directly or indirectly caused by or contributed to by or arising from:
    - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
    - ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

6. Any accident injury loss damage and/or liability caused suffered or incurred whilst the Insured Vehicle is:
    - a) being driven by or is in the charge of for the purpose of being driven by any person unless he;
      - i) holds a licence to drive such vehicle and is complying with the terms and limitations of such licence;
      - ii) has held and is not disqualified from holding or obtaining such a Licence.
    - b) being driven with the general consent of the Insured by any person who to the Insured's knowledge is not the holder of a Licence to drive the vehicle (unless it be shown that such person had previously held a Licence to drive and is not at the time disqualified from holding or obtaining such a Licence) or is not complying with the terms and limitations of such Licence.
  7. Any accident injury loss damage and/or liability caused sustained or incurred while any goods carrying commercial vehicle is carrying any load in excess of that last advised to and accepted by the Company as the maximum carrying capacity.
  8. Any accident injury loss and/or liability unless required to do so by a relevant road traffic law whilst the Insured Vehicle is in or on that part of an aerodrome airport airfield or military base provided for:
    - i) aircraft to take off and land or move on the surface; or
    - ii) aircraft parking aprons including the associated service roads refuelling areas and ground equipment parking areas.
  9. Any accident injury loss damage and/or liability by pollution or contamination however caused other than as required by the Road Traffic Acts.
  10. Any injury liability or consequential loss caused by an act of terrorism unless required to do so by a relevant Road Traffic Act.
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# General conditions

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## **1. Avoidance of certain terms and right of recovery**

Nothing in this Insurance or in any endorsement herein shall affect the operation of law in any territory to which this Insurance applies in relation to the rights of Third Parties against the Company arising out of this Insurance but the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay under this Insurance but for the operation of such law and the Insured hereby agrees not to raise any objection as to the amount or method of settlement of such claim or claims. The Company does not by this condition waive or affect their rights to disclaim liability and apply for a declaration under such law in any case of non-disclosure or false representation of material fact which rights remain in full force and effect.

## **2. Conditions precedent to liability**

The due observance and fulfilment of the terms provisions conditions and endorsements of this Insurance and the Certificate of Motor Insurance incorporated herein including endorsements issued by the Company for attachment hereto insofar as they relate to anything to be done or complied with by the Insured or any other person covered under this Insurance (subject to the foregoing condition 1) and the statements and answers in the Insured's proposal for Insurance are true and accurate to the best of their knowledge and belief shall be conditions precedent to any liability to the Company to make any payment under this Insurance. If this Insurance or at any renewal thereof has been obtained through omission to state any material fact or mis-statement by the Insured or by anyone acting on the Insured's behalf or if any statement or declaration made in support of any claim there shall be any untruth or suppression then this Insurance and any renewal thereof shall be voidable at the sole discretion of the Company and all benefits hereunder and all rights to recover for past or future damage or loss shall be absolutely forfeited.

## **3. Notice of accident loss claim or proceedings**

Notice of any event which may give rise to a claim under this Insurance or which may give rise to proceedings of any kind whether criminal or civil or by or against the Insured or any person driving or using any vehicle insured thereby must be given in writing to the Company immediately. Any intimation of a claim by a Third Party and every writ summons or process issued by or on behalf of a Third Party must be sent immediately to the Company. Notice must also be given in writing to the Company immediately of any impending prosecution inquest or proceedings in respect of the use of any Vehicle hereby Insured.

## 4. Conduct of claims

No admission offer promise payment or indemnity shall be made by or on behalf of the Insured. The Insured shall obtain and supply full information in connection with every accident. The Company shall be entitled to conduct in the name of the Insured or the driver of any Insured Vehicle the defence or settlement of any claim or action or to prosecute in the name of the Insured for their own benefit but at their own expense any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give the Company all necessary assistance and information in so doing and shall not in any way act to the detriment or prejudice of the interest of the Company.

## 5. Damage to vehicle

In the event of the Insured Vehicle not being driveable following an accident involving damage for which the Company is liable the Insured may arrange for the removal of the damaged vehicle and the Company will bear the reasonable costs of protecting and removing it to the nearest competent Repairer and/or to a place of safety. The Insured Vehicle must not be removed by its own power if this will in any way increase the damage.

The Insured may at once authorise any firm of competent repairers to effect the repairs necessary and solely due to the accident without previously obtaining the Company's consent but the Insured shall immediately notify the Company of the damage and the address of such repairers and arrange with them to send to the Company a full detailed statement of the repairs and the cost thereof as soon as possible. The Company reserves the right if they or their representative consider the estimate furnished unreasonable to arrange for the removal of the Insured Vehicle to other repairers.

The Company will pay the reasonable cost of delivery of the Insured Vehicle to the Insured after repair of any loss or damage incurred under this Insurance provided that the liability of the Company shall not include the cost of any transit beyond the Country in which the event giving rise to the claim occurred.

## 6. Right to repair or replace

The Company reserves the right to repair reinstate replace or pay in cash for loss or damage to the Insured Vehicle. Should the Insured Vehicle be the subject of a repair the repairer can use parts that have not been produced by the vehicle manufacturer. The maximum sum payable will be the market value at the time of loss or damage. In the event of the Company settling a claim for the Insured Vehicle on a total loss basis the

salvage shall become the property of the Company and no return of premium will be allowed in respect of this Vehicle. The Company will not pay for that part of the cost of any repair or replacement which improves the vehicle beyond its condition immediately before the loss or damage occurred. If any damaged part or accessory is irreparable and a new part unobtainable the Company's liability shall be limited to the Manufacturers' last list price for that part or accessory.

## **7. Care of motor vehicles**

The Insured shall take all reasonable steps to protect and safeguard the Insured Vehicle against loss or damage and maintain and keep the Insured Vehicle in a proper state of repair and condition. The Company shall not be liable for any accident occurring whilst a motor vehicle insured hereby is being driven or used in an unroadworthy unsafe or damaged condition or whilst the Insured Vehicle is carrying passengers or goods of such a number or of such a weight or size as is likely to impair the safe driving or control of the vehicle or is likely to cause injury or damage to any person or thing whether in or on the Insured Vehicle or not. The Company or their duly authorised representative shall have at all reasonable times free access to examine any Vehicle hereby Insured.

## **8. Rateable contribution**

If at any time of the occurrence of an injury loss or damage there shall be any other indemnity or Insurance subsisting (whether effected by the Insured or any other person) covering the same the Company shall not be liable to contribute more than their rateable proportion of any payment in respect thereof provided always that nothing in this condition shall impose any liability upon the Company from which but for this Condition they would have been relieved under Section 2 sub-section 2(b) Exceptions to Section 2 sub-section (d) (i) Exceptions to Section 3 sub-section (c) and Exceptions to Section 8 sub-section (i) of this Insurance.

## **9. Cancellation clause**

The Company may cancel this Insurance by sending seven days' notice by recorded delivery letter to the Insured at their last known address (and in the case of Northern Ireland to the Department of the Environment Northern Ireland) and in such event will return to the Insured the net premium less the pro-rata proportion thereof for the period the Insurance has been in force or the Insurance may be cancelled at any time by the Insured on seven days' notice and (provided no claim has arisen during the then current period of Insurance) upon surrender

of this Document and Certificate(s) of Motor Insurance the Insured shall be entitled to a return of premium less premium at the Company's short period scale rates for the time the Insurance has been in force.

<b>Policy in force not exceeding</b>	<b>Short Period Scale</b>	<b>Proportion of annual premium refund</b>
One month.....		80%
Two months.....		70%
Three months.....		60%
Four months.....		50%
Five months.....		40%
Six months.....		30%
Seven months.....		20%
Eight months.....		10%
Over Eight months.....		Nil

## 10. Arbitration

Should any difference arise under this Insurance the same shall be referred to arbitration in accordance with the statutory provisions for the time being in force applicable thereto and the obtaining of an award shall be a condition precedent to the liability of the Company under this Insurance. This clause shall not prevent the Company from maintaining an Action for Declaration under the relevant part of the Road Traffic Act. If the Company disclaims liability for any claim hereunder and an arbitrator shall not have been appointed either by agreement or by the Court within twelve calendar months from the date of such disclaimer under the provisions herein contained the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

## 11. Declarations

A Schedule of all vehicles owned by or hired or bailed to the Insured shall be lodged with the Company and it is a condition of this Insurance that a declaration shall be provided by the Insured to the Company at Quarterly intervals from the inception date of this Insurance giving details and dates for the past quarter of all additions and/or deletions including for a temporary period only vehicles owned hired or bailed by the Insured.

# Important notes

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## *Data Protection Act 1998*

The information which you have given to us and any future information will be stored on a computer. It will be used for the administration of this policy and for risk assessment, statistical analysis, research and marketing purposes. It will also be used for purposes related to crime prevention. The information, including your personal details, may be disclosed to other parties but this will only apply if it is necessary for the performance of any aspect of this policy.

The information may also be transferred to any country outside the United Kingdom.

## *Information and Data, including Sensitive Data*

The Data Protection Act 1998 defines sensitive data, which includes information about your medical history, any criminal convictions and any pending court proceedings. For full details of sensitive data, reference should be made to the Act or you may contact us for further advice.

You must make sure that all information you have given about other persons is accurate and that you have their consent to use it. You should show these Important Notes to anyone who is insured by this policy to drive your vehicle.

By accepting this insurance you have agreed to such data and information being processed by us or our agents. We will do all that we can to keep information secure at all times.

## *Data Controller*

For the purpose of the Data Protection Act 1998 the Data controller in relation to any personal data you have supplied is HSBC Insurance Management Services.

## *Telephone Calls*

Telephone calls relating to your insurance and any claims may be recorded. The recordings will be used for fraud prevention, training and quality control purposes.

## *Anti-Fraud and Theft Registers*

Insurers 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 we deal with your request for insurance, we may search the registers. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give 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 Driver and Vehicle Licensing Authority (DVLA) and the Driver and Vehicle Licensing Northern Ireland (DVLNI) for the purpose of Electronic Vehicle Licensing. MID data will also be used by the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting 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 at [www.miiic.org.uk](http://www.miiic.org.uk).

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# Complaints procedure

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We aim to give you a high standard of service at all times. If at any time that service falls below the standard you expect, you can take the following action:

- ◆ If your complaint is about the service you have received from your insurance broker or adviser you should contact:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

- ◆ If your complaint is about the service you have received from us, you should contact us giving details of your complaint and send it to the manager of the department concerned. If he or she has already been involved and you are still dissatisfied, please write to the Chief Executive, HSBC Insurance (UK) Limited, at the address given in this Policy booklet. The Chief Executive will arrange for a complete review of your complaint and will give a decision.
- ◆ If after receiving a Chief Executive “final decision letter” you remain dissatisfied you may, if you are a private policyholder, contact the Insurance Ombudsman at the address given above.

This action may also be taken if the policyholder is a business that has a group annual turnover of less than £1,000,000.

Please quote your policy number in all correspondence.

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# Claims procedure

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The following pages are to help you and do not form part of the insurance contract.

## **If you have an accident :**

*Helpdesk* You can always obtain advice after an accident or loss of your vehicle by calling our Helpdesk on 020 8911 5111. Use this number to report incidents which may lead to a claim, or to arrange for repairs if covered by your Policy. Telephone calls may be recorded for training and quality control purposes.

*General Advice* If you are involved in an accident:

- ◆ stop and give your name, address and the registration number of your vehicle together with your insurance details to the other driver or drivers;
- ◆ you must report the accident to the Police within 24 hours at the latest if anyone is injured;
- ◆ note the names, addresses, vehicle and insurance details of all the other people involved including any witnesses;
- ◆ make a sketch plan of the accident scene;
- ◆ do not admit responsibility for the accident or make any offer of payment without seeking our advice;
- ◆ fill in and send to us an Accident Report Form. These can be obtained from our Helpdesk, Repair Line garage or your insurance broker.

*Repairing your Car* If your car is damaged and the damage is covered by your Policy we operate Repair Line, a nation-wide network of repairers, with whom we have the following special arrangements (not available for commercial vehicles). Each Repair Line garage will:

- ◆ collect your car free of charge;
- ◆ have authority to proceed with repairs quickly;
- ◆ give your repair priority;
- ◆ clean your car after the repair;
- ◆ deliver your car to your business address or the driver's home address after the repair;
- ◆ guarantee all repairs for two years.

If you use Repair Line you will not have to pay anything towards the cost of replacing damaged batteries and tyres.

- Courtesy car* If damage to your car is covered by this Policy and you use a Repair Line garage, you may be offered a courtesy car during the period of repair, but availability could require forward booking and certain conditions will apply. A courtesy car will not be provided in the event of your car being a total loss or if it is stolen.
- If you have to pay an excess and/or VAT* If you have to pay an excess, we will ask the repairer to collect this from you when the repair is finished. The repairer will also ask you to pay any VAT if you are registered for VAT.
- Somebody claims against you* Send all letters and other correspondence to us as quickly as possible so that we can deal with them for you. Always quote your policy or claim number.
- Remember, do not admit responsibility for the accident or make any offer of payment without seeking our advice.
- Police prosecutions* You must let us know at once if you receive notice of any possible prosecution because of an accident. It would also help us to know if other people involved in the accident will be prosecuted.

## **If your vehicle is stolen**

- Tell the Police* Please tell the Police as soon as you discover the loss and make a note of the crime reference number and station concerned.
- The waiting period* There will be a period of time during which the Police will try to find your vehicle. If the vehicle is not recovered within 28 days or the vehicle is recovered damaged, we will settle your claim on the basis described in Section 1 - Loss or damage to the insured vehicle.

## **Recommended Specialists**

- Glass claims* You can call Freephone 0800 318 043 to be connected to our preferred suppliers. You will need to show them your Certificate of Insurance before work starts. If you have windscreen cover and the glass is replaced, you will only need to pay the excess referred to in Section 1 - Loss or damage to the insured vehicle, sub-section Windscreen, of this policy and we will pay the windscreen company the balance of the bill direct.
- Tyres/batteries and in-car entertainment* We authorise and have arrangements with a number of companies who can supply and fit these items. Please ring our Helpdesk for further details and guidance.