

SUMMIT MOTOR FLEET DOCUMENT
(subscribed by Lloyd's Underwriters Only)

Contents

SECTION 1 – LIABILITY TO THIRD PARTIES	2
SECTION 2 – DAMAGE	2
SECTION 3 – FIRE DAMAGE	3
SECTION 4 - THEFT	3
SECTION 5 – PERSONAL EFFECTS	3
SECTION 6 – GLASS AND WINDSCREEN REPLACEMENT	3
SECTION 7 – MEDICAL EXPENSES	3
SECTION 8 – LEGAL FEES	3
SECTION 9 - VEHICLES LOANED OR HIRED	3
SECTION 10 – CROSS LIABILITIES.....	3
SECTION 11 – UNAUTHORISED USE.....	3
SECTION 12 – INDEMNITY TO PRINCIPALS	4
SECTION 13 – MOVEMENT OF THIRD PARTY VEHICLES.....	4
SECTION 14 – CONTINGENT LIABILITY	4
SECTION 15 - SALE OR REPLACEMENT OR ALTERATION TO DETAILS OF VEHICLE(S) INSURED	4
SECTION 16 – TERRITORIAL LIMITS AND FOREIGN TRAVEL.....	4
SECTION 17 – FOREIGN USE DECLARATION.....	4
GENERAL EXCEPTIONS WHICH APPLY TO THE WHOLE DOCUMENT	4
CONDITIONS WHICH APPLY TO THE WHOLE DOCUMENT.....	5
SCHEDULE.....	6
ENDORSEMENTS.....	7

The Insured having made or caused to be made to the Underwriters a Proposal of Insurance ("the Proposal") and has paid the premium as consideration for the indemnity detailed in this Document

The Underwriters will indemnify the Insured against liability, loss or damage directly arising from an accident sustained in connection with the vehicle(s) ("the Insured Vehicle") described in the Schedule in accordance with the terms, conditions and exceptions set out in this Document and Schedule occurring during the period stated in the Schedule or any subsequent period for which the Underwriters agree to accept the premium.

The Proposal, certificate of motor insurance, the Document and Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this insurance or the Schedule shall bear such meaning wherever it may appear.

Summit Motor Services Limited is empowered to sign this Document on behalf of the Underwriters as evidence of the insurance effected by a written form of authority bearing the seal of the Lloyd's Policy Signing Office dated 1st day of January in the year shown in the Schedule.

SECTION 1 – Liability to Third Parties

The Underwriters will indemnify the following in respect of their legal liability for death or bodily injury to any person and loss or damage to property caused by or arising out of the use of the Insured Vehicle or trailer or during the loading or unloading of such vehicle or trailer

- (a) The Insured.
- (b) Any person permitted by the Insured to drive provided that such person holds a licence to drive such vehicle or has held and is not disqualified from holding or obtaining such a licence unless a licence is not required by law.
- (c) Any person (other than the driver) permitted by the Insured to use the Insured Vehicle for social, domestic and pleasure purposes.
- (d) At the request of the Insured any person being carried in or upon or entering or getting into or alighting from the Insured Vehicle.
- (e) The legal representatives of any person who would have been entitled to indemnity under this Section.

EXCEPTIONS TO SECTION 1

The Underwriters shall not be liable in respect of:

- (a) death or bodily injury or loss or damage caused by or arising beyond the limits of any carriageway or thoroughfare in connection with:
 - (i) the bringing of the load to such vehicle for loading or
 - (ii) the taking away of the load from such vehicle after unloading
- (b) death or bodily injury to any person arising out of and in the course of such person's employment except as is necessary to meet the requirements of the Road Traffic Acts.
- (c) damage to property or animals owned by or held in trust by or in the custody or control of the Insured or any other person claiming to be indemnified under this Section or being conveyed by such vehicle.
- (d) any amount in excess of that stated in the Schedule for damage to property in respect of any one claim or number of claims arising out of one cause.
- (e) death or bodily injury to any person or loss or damage to property directly or indirectly caused by pollution or contamination.
- (f) death or bodily injury or loss or damage arising while an item of self-propelled plant, a commercial vehicle or plant forming part of the commercial vehicle or attached thereto is working as a tool of trade, except as is necessary to meet the requirements of the Road Traffic Acts. This exception does not apply to any
 - (i) goods carrying commercial vehicle
 - (ii) fork lift truck
 - (iii) agricultural tractor, self-propelled agricultural or forestry machine or any trailer attached to such vehicle
- (g) loss of or damage to aircraft or death or bodily injury to any person being carried therein.
- (h) any amount in excess of £1,000,000 in respect of damage to property where the liability arises from the use of or carriage of goods of a hazardous nature.
- (i) death or bodily injury or loss or damage arising in respect of a detached trailer except as is necessary to meet the requirements of the Road Traffic Acts.
- (j) loss or damage resulting from mis-delivery of the load from the vehicle.
- (k) exemplary aggravated or punitive damages.
- (l) fixed penalties fines or costs arising therefrom.

Avoidance of certain terms and right of recovery

Nothing in this Document or any endorsement shall affect the right of any person indemnified by this Document or of any other person to recover an amount under or by virtue of the provisions of the law of any territory in which this Document operates relating to the insurance of liability to Third Parties.

BUT the Insured shall repay to the Underwriters all sums paid by the Underwriters which they would not have been liable to pay but for the provisions of such law.

SECTION 2 – Damage

The Underwriters will indemnify the Insured in respect of any loss of or damage to the Insured Vehicle caused by:

- (i) accidental means
- (ii) frost (provided all reasonable precautions are taken)

- (iii) wilful acts by any person not in the Insured's service.

SECTION 3 – Fire Damage

The Underwriters will indemnify the Insured in respect of loss of or damage to the Insured Vehicle caused by fire, lightning or explosion.

SECTION 4 - Theft

The Underwriters will indemnify the Insured in respect of the theft of the Insured Vehicle or damage caused by theft or attempted theft.

SECTION 5 – Personal Effects

The Underwriters will indemnify the Insured in respect of the theft of personal effects subject to a maximum of £250 in respect of each and every claim

SECTION 6 – Glass and Windscreen Replacement

The Underwriters will indemnify the Insured in respect of damaged or broken glass. Replacement glass should be fitted by the company authorised by the Underwriters.

EXCEPTIONS TO SECTIONS 2, 3, 4, 5 and 6

The Underwriters shall not be liable in respect of:

- (a) Loss of use, wear and tear, depreciation, mechanical, electrical, electronic, computer, breakdowns failures or breakages or damage to tyres unless resulting from an accident to the Insured Vehicle.
- (b) Loss of or damage to the Insured Vehicle arising out of theft or attempted theft unless the ignition keys have been removed from the vehicle and the vehicle is securely locked.
- (c) Loss of or damage to the Insured Vehicle caused by or arising out of the tipping operation of the Insured Vehicle.
- (d) Loss of or damage to money, jewellery, radio telephones, two way transmitters and television receivers/video recorders unless the Underwriters have agreed to provide cover for such items prior to the loss.
- (e) Audio equipment over a limit of £600 (subject to the excess shown in the Schedule) and not being the manufacturers standard equipment fitted at first registration.
- (f) Loss or damage suffered by the Insured due to any person obtaining any property by deception.
- (g) Diminution of value following a claim.
- (h) The first amount of each and every claim under these Sections for which the Insured is liable as shown in the Schedule. Any limit under these Sections is reduced by the value of the excess applicable.
- (i) Any amount in excess of the value disclosed by the Insured or the current market value whichever is the lower.
- (j) Loss or damage where adequate precautions are not taken by the Insured.
- (k) Glass and Windscreen replacement or repair under Section 2 of this Document.

For the purpose of interpretation of these Sections of the Document 'indemnity' shall be interpreted to mean the cost of repair, replacement or the monetary equivalent. The choice of the method of indemnity shall be at the Underwriters' discretion.

SECTION 7 – Medical Expenses

The Underwriters will refund any doctors' or surgeons' fees up to £250 for each person for attendance upon the Insured or any occupant (other than paid servant) as the result of bodily injuries sustained by accidental external and visible means while travelling in, getting into or out of the Insured Vehicle.

SECTION 8 – Legal Fees

The Underwriters will at the request of the Insured or at their own option arrange provide and pay for legal representation, incurred with the written consent of Underwriters, for defence in the event of proceedings for manslaughter or reckless or dangerous driving causing death being taken in respect of any death which may be the subject of indemnity under Section 1 of this Document provided that

- (a) the event causing death occurs in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; and
- (b) the Insured is not entitled to similar indemnity under any other insurance.

The indemnity granted under this Section shall not apply to accidents occurring where the Insured or any driver is accused of being under the influence of drugs or intoxicating liquor but the Underwriters at their discretion reserve the right to provide such indemnity.

The maximum amount for which the Underwriters are liable in respect of any one claim is £10,000.

SECTION 9 - Vehicles Loaned or Hired

The Underwriters will indemnify in the terms of Section 1 of the Document the owner of a vehicle loaned or hired to the Insured provided that

- (a) the contract between the owner and the Insured requires it; and
- (b) such owner is not entitled to indemnity under any other insurance.

SECTION 10 – Cross Liabilities

The Insured named in the Schedule and each Associated and/or Subsidiary Company shall be deemed Third Parties to one another in respect of claims under Section 1 of the Document.

SECTION 11 – Unauthorised Use

The Underwriters will indemnify the Insured at their request in the terms of Sections 1 and 2 of the Document (if they are included in the Schedule) while the Insured Vehicle is being used or driven by any person without the knowledge or consent of the Insured.

However the Underwriters shall not be liable under the terms of this Section to indemnify any person driving or using the vehicle.

SECTION 12 – Indemnity to Principals

Section 1 is extended to indemnify any Principal of the Insured against liability at law arising out of the use of the Insured Vehicle in connection with any contract entered into between the Insured and such Principal provided that

- (a) the Underwriters shall not be liable for death or bodily injury or loss or damage arising out of the negligence or other default of the Principal or his servants or agents;
- (b) such Principal is not entitled to indemnity under any other Insurance; and
- (c) the Underwriters shall have the sole conduct of any claim arising under the terms of this Section.

SECTION 13 – Movement of Third Party Vehicles

The indemnity provided by Section 1 shall extend to apply to any accident caused by or arising out of:

- (a) the driving or movement of any vehicle not the property of the Insured when it is interfering with the performance of the Insured's business directly connected with the use of an Insured Vehicle; or
- (b) the parking or movement by employees of the Insured of vehicles belonging to customers or visitors whilst such vehicles are on the Insured's premises.

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

SECTION 14 – Contingent Liability

The indemnity granted by Section 1 shall extend to indemnify the Insured for his legal liability arising out of an accident caused by or in connection with any motor vehicle not belonging to them which is hired (otherwise than under a hire purchase agreement) by the Insured for the purpose of his business provided that

- (a) the Underwriters shall not be liable in respect of loss of or damage to such vehicle; and
- (b) the Underwriters shall not be liable to make any payment if at the time of the occurrence of any accident giving rise to a claim under this Section there is any other existing insurance covering the same liability and Condition 3 of this Document shall not apply.

SECTION 15 - Sale or Replacement or Alteration to Details of Vehicle(s) Insured

In the event of the Insured Vehicle being replaced or sold the Underwriters at their discretion will transfer the insurance provided by this Document to the new vehicle subject to acceptance and adjustment of premium.

In the event of vehicle numbers reducing during the policy period below the number declared at inception or renewal any return of premium shall be at the discretion of the Underwriters.

No refund of premium will be given in respect of vehicles that are laid up.

SECTION 16 – Territorial Limits and Foreign Travel

This Document applies in respect of vehicles registered in the United Kingdom as described in the certificate of motor insurance in respect of accidents occurring:

- (a) in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;
- (b) any other country that is a member of the European Union;
- (c) any other country which has made arrangements which meet the insurance conditions of and are approved by the Commission of the European Union and for which the Underwriters have agreed to issue cover; and
- (d) during transit (including loading and unloading) between such countries by a recognised sea passage not exceeding 65 hours.

provided that

- (i) the Underwriters shall not be responsible for Customs and Excise duties or charges; and
- (ii) in the event of loss or damage to the Insured Vehicle the liability of the Underwriters in respect of the cost of delivery to the Insured after repair shall be limited to the cost of delivery in the country where the loss or damage is sustained.

SECTION 17 – Foreign Use Declaration

The benefits under Section 16 of this Document shall only apply where details of the Foreign Use have been declared to and approved by the Underwriters and for which premium has been paid.

GENERAL EXCEPTIONS WHICH APPLY TO THE WHOLE DOCUMENT

The Underwriters shall not be liable in respect of:

- (a) any accident, injury, loss, damage or liability caused, sustained or incurred whilst the Insured Vehicle is:
 - (1) being used for the carriage of explosives, chemicals, chemical by-products, acids or goods of a dangerous or inflammable nature;
 - (2) conveying a load in excess of that for which it was constructed or in excess of the maximum carrying capacity as advised to the Underwriters; or
 - (3) being used in an unsafe condition either before or after an accident.
- (b) any accident, injury, loss, damage or liability caused, sustained or incurred whilst the load on the Insured Vehicle is being conveyed in an unsafe condition or manner either before or after an accident.
- (c) any liability which attaches to the Insured or the person indemnified by reason of any agreement but for which said agreement no such liability would have existed.
- (d) any accident, injury, loss, damage or liability except as is necessary to meet the requirements of the Road Traffic Acts caused by or due to earthquake, directly or indirectly occasioned by happening through or in consequence of actual or threatened war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority, terrorism, riot and civil commotion, martial law or the act of any lawfully constituted authority.

- (e) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or legal liability of any nature directly or indirectly caused by or contributed to or arising from:
 - (i) ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste or the combustion of nuclear fuel;
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof; or
 - (iii) seepage or pollution or contamination.
- (f) loss, destruction or damage directly or indirectly occasioned by pressure waves caused by aircraft and other aerial devices
- (g) damages, liabilities, costs and expenses in respect of judgements delivered or obtained otherwise than by a court within the jurisdiction of the approved countries on the Continent of Europe or as specified in this Document.
- (h) Any liability or costs arising from the failure of the Insured to provide information statements and documents necessary to defend a claim within deadlines prescribed by the Courts.

CONDITIONS WHICH APPLY TO THE WHOLE DOCUMENT

1. OBSERVANCE OF TERMS

Strict compliance of the Insured with all the terms conditions and endorsements of this Document and the truth of the statements and answers in the Proposal shall be conditions precedent to any liability of the Underwriters to make any payment under this Document.

2. ACCIDENTS AND CLAIMS

- (i) After any accident, loss or event likely to give rise to a claim under this Document the Insured or person entitled to indemnity must advise the Underwriters immediately and
 - (a) provide full particulars in writing of the occurrence to the Underwriters;
 - (b) forward to the Underwriters immediately and unanswered all letters from any third party and every claim, writ, summons or process he receives;
 - (c) advise the Underwriters of the time and place of any impending prosecution or inquest of fatal injury; and
 - (d) use reasonable endeavours to obtain the names and addresses of all witnesses.
- (ii) The Insured shall not make any admission of liability or payment or offer of payment or incur legal expenses without the Underwriters' written consent and shall not in any way act to the detriment or prejudice of the Underwriters' interest.
- (iii) The Insured or anyone else claiming under this insurance must give all assistance and information required by the Underwriters and comply with all deadlines specified by the Underwriters and the Courts in the negotiation, proceedings, mediation and settlement of any claim.
- (iv) The Underwriters are entitled to take sole control of all negotiations, mediation and proceedings and are entitled to use the name of the Insured to settle, prosecute or defend any claim and they reserve the right to abandon the same at any time.
- (v) Where the Insured bears any part of any claim as a result of an endorsement or condition of the Document, the Insured shall pay the Underwriters such stated amount on request.
- (vi) It is an express condition that Underwriters shall have and take full control of Third party claims where the Insured holds a retention and are entitled to make such payments in respect of any claim as they think fit.

REPAIRS

Permanent repairs

If the total cost of permanent repairs to the Insured Vehicle necessitated by an accident does not exceed the repair authority sum shown in the Schedule the Insured may authorise such repairs provided that a Summit Approved Repairer is used and that all particulars of the accident are forwarded immediately to Underwriters.

Repairs in excess of repair authority limit

When the cost of repairs is estimated to exceed the repair authority limit, the Insured must obtain the written consent of the Underwriters before repairing or altering the damaged vehicle in order that Underwriters' representative may have an opportunity of examining the vehicle and of approving the arrangement for the repairs.

If the Insured Vehicle is disabled by reason of loss or damage as defined under this Section the Underwriters will bear the reasonable cost of conveying the Insured Vehicle to the nearest Approved Repairers.

3. OTHER INSURANCES

If any other insurance or indemnity covers the same accident, injury, loss or damage covered by this Document then the Underwriters shall not be liable to pay more than their rateable proportion.

PROVIDED ALWAYS that nothing in these conditions shall impose on the Underwriters any liability from which they would have been relieved.

4. CONDITION OF VEHICLE

The Insured shall take all reasonable precaution to safeguard the Insured Vehicle and to maintain it in an efficient and roadworthy condition.

The Underwriters shall not be liable for any loss, injury or damage

- (a) caused through use of the Insured Vehicle in an unsafe condition either before or after the accident; or
- (b) in respect of any vehicle which does not meet statutory requirements for use on public roads.

The Underwriters and their duly authorised representative shall at all times have free access to examine the Insured Vehicle.

5. OBSOLETE PARTS

If any part of the Insured Vehicle and/or its accessories becomes unavailable or obsolete in pattern, the liability of the Underwriters shall be restricted to the value of the part at the time of the accident but not exceeding the manufacturer's last list or quoted price.

6. DRIVER OF THE VEHICLE

The Underwriters shall not be liable for any claim except as is necessary to meet the requirements of the Road Traffic Acts unless the person indemnified (other than a passenger) holds a full licence to drive the Insured Vehicle, or being the holder of a Provisional licence is conforming with the terms and limitations of such licence.

7. SUPPLIED INFORMATION

If the Insured makes any claim or any statement knowing the same to be false or fraudulent as regards amount or otherwise, this Document shall become null and void and all claims thereunder shall become forfeited.

8. CANCELLATION or SUSPENSION OF COVER

The Underwriters may at any time cancel this insurance by seven days' notice by registered letter to the Insured's last known address. Provided the Insured returns the Document and certificates of motor insurance within seven days the Underwriters will return a pro-rata portion of the premium.

If the premium for this Document is being paid through a Finance House then in the event of cancellation of the Document any refund of premium will be paid to the Finance House.

9. ARBITRATION

If any difference shall arise as to the amount to be paid under this Document (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in force at the time. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Underwriters.

10. ASSIGNMENT

This Document is a contract personal to the Insured and may not be assigned or transferred in any circumstances and no person apart from the Insured (or in the case of his death his legal representative) shall have any right against the Underwriters in respect of the subject matter of this insurance or any right to receive moneys payable either before or after loss and whether admitted or not unless this right has been endorsed on the Document and signed by the Underwriters.

11. DUE DILIGENCE CLAUSE

The Insured shall at all times do and concur in doing all things necessary to avoid or diminish a loss under this Document

12. BREACH OF LICENCE CONDITIONS

The Insured shall comply at all times with the terms and conditions applicable to any operators or other licence issued to him.

13. LOSS OF LICENCE

In the event of the Insured losing their operator's licence or going into liquidation, insolvency or bankruptcy the cover provided by this Document will be reduced to the minimum required by the Road Traffic Acts.

14. JURISDICTION CLAUSE

This Document shall be governed by the Laws of England whose Courts shall have jurisdiction in any dispute arising hereunder.

15. EXCLUSION OF AIRSIDE USE

The Underwriters shall not be liable for any accident loss or damage to any aircraft or any liability or injury arising from such damage and any consequential loss in connection with any aircraft operation arising from the presence of the Insured Vehicle in any area to which aircraft have access.

16. STATUTORY NOTICE

Any enquiry or complaint concerning this insurance should initially be addressed to your agent and thereafter your Insurer. If you are not satisfied with the manner in which your complaint has been dealt with, you may ask the Complaints Department at Lloyd's to review your case without prejudice to your rights in law.

Their address is:

Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA

IN WITNESS WHEREOF this Document has been signed at Summit House, Waterloo Lane, Chelmsford, Essex CM1 1YG, by a Director of Summit Motor Services Limited under the Authority of the Underwriters.

B. D. Carpenter

DIRECTOR