Arch | Insurance

Motor Fleet

Policy Wording

Pursuing Better Together®

Please read this document carefully. Should You have any questions, please contact Your insurance agent.

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What to do if You have an accident

It is important that You notify Us of a claim at the earliest opportunity, if safe to do so from the scene of the accident. This will help Us to give You the best service as well as control the claim costs and the future cost of Your insurance.

Accident, Fire, Theft, Vandalism and Windscreen Claims – Call Our Motor Claims Helpline on **0333 207 2262**

Our 24 hour UK helpline, open 365 days a year, will take initial details of the incident. Our expert staff are here to help You get back on the road quickly.

If You are calling Us from outside the United Kingdom, dial: +**44 20 3023 3383.**

You must comply with the Claims Conditions: Your Obligations requirements under the General Conditions section of the Policy.

Repairs to Your Vehicle

If damage to Your Vehicle is covered under Your Policy We will manage the repairs through Our network of approved repairers. This service includes:

1. Roadside recovery if Your Vehicle is immobile and the transport of passengers to a safe place. We will also relay any messages to family and friends if requested;
2. Supply of a courtesy car or car derived van while Your Vehicle is repaired (if available). (This service does not apply to Total Loss claims or claims made under the New Vehicle replacement cost cover provided within the Loss of or damage to Your Vehicle section);
3. Vehicle cleaned before return;
4. The reassurance of Your claim being handled by an expert claims handler within Our dedicated Motor Fleet Claims Team;
5. In addition to new parts, Green/Recycled Parts may be used which may not be a part supplied by Your Vehicle manufacturer; and
6. All repair workmanship and parts are guaranteed for five years from the date of repair.

Claims Against You

To help Us reduce the amount of any claim that might be made against You and protect You against fraudulent claims:

1. Do not apologise or admit fault;
2. Obtain the third party's:
    a. name, address and contact number;
    b. registration number and make/model of their vehicle;
    c. their insurer's name and policy number;
3. Note the damage to the third party's vehicle and take photographs;
4. Note any injuries;
5. Note the number of passengers in the other vehicle;
6. Take the name, address and contact number of any witnesses to the accident;
7. Record the name and number of any Police officer who attends the scene of the accident;
8. Take photographs of the scene and third party vehicle with a camera or mobile phone if safe to do so;
9. Note any unusual behaviour from the third party and the direction the other motorist takes when

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leaving the scene;

10. Report the accident as soon as possible;
11. Follow the instructions provided in the Claims Conditions: Your Obligations under the General Conditions section of the Policy.

We are committed to:

1. providing a market leading customer experience;
2. claims handling by a specialist claims team;
3. providing handlers experienced in managing all sizes of risk from small/medium to large risks;
4. combating fraud to keep Your premiums low;
5. pro-active third party claims handling helping to reduce claims costs; and
6. use of the most up-to-date industry tools to assist Our claims handling.

We want to get Our customers back on the road and back to business as quickly as possible.

IMPORTANT NOTE

Protect Your Vehicle – Make sure Your Vehicle is locked and the keys removed.

Your Policy will not cover loss of or damage to Your Vehicle or its contents by theft, attempted theft or an unauthorised person taking and driving it, if:

1. Your Vehicle was not locked;
2. the keys were in or on Your Vehicle;
3. any window, roof panel, or the roof of a convertible vehicle, was not fully closed or properly secured;
4. any reasonable precautions were not taken to protect Your Vehicle or its contents from theft or unauthorised use.

The keys must be removed from Your Vehicle and should not be left near Your Vehicle. They should be kept safe and out of sight.

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Introduction

Thank You for choosing Arch Insurance

Your Policy

The Policy is a legal contract and has been prepared according to Your instructions. The Policy comprises this Policy wording, the Statement of Fact, the Schedule and any Endorsements and the Certificate of Motor Insurance.

Please read the Policy documents carefully to ensure that:

1. all details are accurate;
2. the Policy meets Your needs;
3. You are familiar with Your obligations under the Policy; and
4. You understand the rights and remedies available to Us if You do not comply.

You should contact Your insurance agent immediately if:

1. You have questions about any aspect of the insurance;
2. You require a printed copy of the Policy documents;
3. any information recorded in the Policy documents is inaccurate;
4. any change takes places which might affect the Policy;
5. You are unable to comply with any term of the Policy; or
6. the Policy does not meet Your needs.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance agent at inception, renewal or making a variation to the Policy.

Policy terms and conditions

It is important that You are familiar with the terms of the Policy and what is required of You. In the event of Your non-compliance with any obligation, We are entitled by law and the Policy to exercise certain remedies. Depending on the particular term with which You have failed to comply, these remedies may include:

1. avoiding the Policy or any relevant variations or renewals;
2. terminating the Policy or applying different terms; and/or
3. refusing to pay, or reducing the amount to be paid on a claim.

Further details as to Your obligations, and Our remedies for Your non-compliance, can be found within the General Conditions section of the Policy.

Steps to be taken if You cannot comply

If You are unable to comply with any term of the Policy, You should contact Us as soon as reasonably possible, through Your insurance agent. All terms of the Policy shall remain effective unless You receive written confirmation of a variation from Us through Your insurance agent.

Changes and cancellation

If You provide new information or request a change to the Policy, We will advise of any alterations which We require to terms, conditions and premium. No changes will take effect until We confirm them in writing.

If You wish to cancel, please refer to General Conditions – Cancellation section of the Policy. We may make a partial return of premium, provided that no claims have been paid or are outstanding.

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

1. A change of Vehicle (including extra Vehicles and any temporary additional Vehicles);
2. All changes You or anyone else make to the Vehicle if these make the Vehicle different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic);
3. A change of address;
4. A change of business activity;
5. Details of any driver who is excluded by the Certificate of Motor Insurance or an Endorsement but who You now want to drive;
6. Details of any motoring conviction resulting in a driving disqualification or more than six penalty points being applied to the licence of any person allowed to drive;
7. Details if You or any other person allowed to drive Your Vehicle who suffers from a notifiable condition not notified to DVLA or any condition for which DVLA have restricted the licence.

Our promise to You

Our goal is to provide excellent service to all Our customers. We are dedicated to putting Our customer at the heart of everything that We do. Our products and services are designed to meet the needs and objectives of those customers managing fleets of Cars, Commercial Vehicles or Special Types within Great Britain, Northern Ireland and the Isle of Man.

Our Policy documents and communications are designed to support and enable Our customers to make informed decisions about Our financial products and services. This means providing information You need, at the right time, and presented in a way You can understand.

If You are unhappy with the service that You receive, please let Us know. We are committed to treating Our customers fairly and we want to continually improve Our services and products.

We take complaints seriously and aim to resolve Our customers' problems promptly. Information about how to complain is shown in the How to Complain section of the Policy.

Do You need some additional support?

We are committed to ensuring that Our customers receive additional support and guidance when they need it. We understand that vulnerability can affect anyone, and that it may be temporary or permanent.

We can provide support by adjusting Our communication methods and processes if You need Us to. We also have dedicated support resources that can help You. If there are specific circumstances or requirements that You think we should be aware of, such as health issues, financial hardship, bereavement, or anything else, please contact Your insurance agent or contact Us.

You can find additional information here: Vulnerable Customers - Arch Insurance

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Making a Claim

To report or make a claim follow the instructions provided in the Claims Conditions: Your Obligations under the General Conditions section of the Policy. If You need additional assistance, please contact Your insurance agent.

MOTOR CLAIMS OTHER THAN MOTOR LEGAL PROTECTION

All Motor Claims sections other than Motor Legal Protection are provided by Arch Insurance (UK) Limited.

Report Your claim: Call Us on **0333 207 2262.** Our 24 hour UK helpline is open 365 days a year. Alternatively, call **+44 20 3023 3383** from outside of the United Kingdom.

You must comply with the Claims Conditions: Your Obligations requirements under the General Conditions section of the Policy.

Alternatively to register a new claim under any section other than Motor Legal Protection, You can email full claim details, including Your Arch Motor Fleet Policy Number, to Us at:

- For new claims: newukmotorclaims@archinsurance.com

Or if You are contacting Us about an existing claim, You can email Us at:

- For existing claims: ukmotorclaims@archinsurance.com
-

TO MAKE A MOTOR LEGAL PROTECTION CLAIM

This Section is provided by ARAG Legal Expenses Insurance Company Limited (ARAG).

Report Your claim: Call ARAG on **02920 857238** available 24 hours a day, 7 days a week, quoting Your ARAG policy number **TSO/6954499** as soon as possible

ARAG's claims handlers can answer any questions You may have when they receive Your claim.

Alternatively, You can visit claims.araginsurance.co.uk

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Insurers

The Policy is in sections which are underwritten separately by the companies indicated below (the "Insurers") in consideration of payment of the premium by You, as set out in the Schedule. No company shall be responsible for the liability of any other company that insures or provides a service under this Policy.

Details of how Your information is used and Your rights in relation to Your information can be found in the Privacy Notices section of this Policy

Motor sections other than Motor Legal Protection	**Arch Insurance (UK) Limited (Arch)** ▪ Registered Office: 4th Floor, 10 Fenchurch Avenue, London EC3M 5BN. ▪ Registered in England and Wales, Company number: 4977362. ▪ Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. ▪ FCA register number: 229887. ▪ Website: https://insurance.archgroup.com/business/international/uk/
Motor Legal Protection section	**ARAG Legal Expenses Insurance Company Limited (ARAG)** ▪ Registered Office: Unit 4a, Greenway Court, Bedwas, Caerphilly. CF83 8DW. ▪ Registered in England and Wales, Company number: 103274 ▪ Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. ▪ FCA register number: 202106. ▪ Website: www.arag.co.uk

You can check this information on the Financial Conduct Authority register by visiting the FCA's website: www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768. Information relating to the Prudential Regulation Authority can be found at www.bankofengland.co.uk/pra

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Motor Insurance Database (MID)

Uninsured drivers currently cost UK motorists over £400 million per year. This means every time You pay Your insurance premium a portion of this amount goes to pay for these illegal road users. To tackle this problem the Motor Insurance Database (MID) was established.

The Police make approximately 2 million enquiries per month on the MID to check if vehicles have insurance and as a result of this seize nearly 140,000 uninsured vehicles a year.

DVLA can penalise the registered keepers of vehicles that are not insured. As part of this Continuous Insurance Enforcement (CIE) policy the DVLA will compare its records with details of all vehicles currently on cover that are held on the MID. It is therefore important that Your Vehicle details have been added to the MID.

What this means in practice

There are two different approaches depending on the size of Your fleet and these are explained below:

Fleets – less than 30 Vehicles (unless otherwise shown in the Schedule)

We will supply the details of Your Policy such as policyholder name, address, policy number, inception and expiry date to the MID.

We will also supply the Vehicle details at inception and any changes throughout the year and at renewal to the MID. You do however need to make sure You advise Your insurance agent immediately when Vehicle changes happen.

It is very important that Your Vehicle details are up to date on the MID or Your Vehicle may be seized by the Police.

Fleets – 30 Vehicles and above (unless otherwise shown in the Schedule)

You will supply Vehicle changes to Us on a quarterly basis due to the size of the fleet for premium calculation purposes. However, the regulations place a direct obligation on You to load Your Vehicle details at inception and update the MID immediately for any Vehicle acquisition or disposal. This applies to all changes including temporary additions.

You will need to submit the Vehicle information direct to the MID online at the MID website: https://identity.mib.org.uk/user/login.

- You will need a security code to access the website and load and update Your Vehicles.
- Please call the Arch MID helpline on **0808 234 4265** (freephone) to obtain this code.
- For non-urgent assistance You can email **midhelpdesk@archinsurance.com.**

It is important that Your Vehicle details are up to date on the MID or Your Vehicle may be seized by the Police.

Please be aware that if You refuse or fail to maintain or supply the information You will be guilty of an offence and shall be liable on conviction of a fine up to £5,000.

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Helpline Services

Under the Motor Legal Protection section, Your Policy includes access to the following helpline from ARAG Legal Expenses Insurance Company Limited (ARAG).

You can contact ARAG's UK-based call centre 24 hours a day, seven days a week during the Period of Insurance. However, they may need to arrange to call You back, depending on the enquiry. To help ARAG check and improve their service standards, they may record all calls.

When phoning, please quote Your ARAG policy number TSO/6954499.

ARAG will not accept responsibility if the helpline services are unavailable for reasons they cannot control.

Legal advice service - Call 02920 857238

We will provide You with confidential legal advice over the phone on any commercial legal issue affecting Your business, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If You call outside these times, a message will be taken and a return call arranged within the operating hours.

Tax advice service - Call 02920 857238

We will provide You with confidential advice over the phone on any tax matters affecting Your business, under the laws of the United Kingdom.

Tax advice is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If You call outside these times, a message will be taken and a return call arranged within the operating hours.

Health and medical information service - Call 02920 857238

We will provide an Insured Person with information over the phone on general health issues and advice on a wide variety of medical matters. We can provide information on what health services are available in an Insured Person's area, including local NHS dentists.

Health and medical information is provided by a medically qualified person 9am-5pm, Monday to Friday, excluding public and bank holidays. If the Insured Person calls outside these times, a message will be taken and a return call arranged within the operating hours.

Counselling service - Call 02920 857238

We will provide an Insured Person with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, referral to relevant voluntary or professional services. The Insured Person will pay any costs for Using the services to which they are referred.

This helpline is open 24 hours a day, seven days a week.

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General Definitions

The following General Definitions apply to the whole Policy. Each time We use one of the words or phrases listed below it will have the same meaning wherever it appears in Your Policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the Policy except for headings and titles.

Accessories

Spare parts and fitted accessories to be used with Your Vehicle.

Certificate of Motor Insurance

A document which is legal evidence of Your insurance, which forms part of the Policy, and which must be read with the Policy.

Endorsement

A change in the terms of the Policy wording and is printed on, or issued with, the Schedule or a revised Schedule.

Excess

The first amount of each claim for which You shall be responsible as shown the Schedule or any applicable Endorsement.

Green/ Recycled Parts

Components that have been previously fitted to another vehicle and to be used again for non-safety critical repairs.

Market Value

The sum for which You could, immediately before the loss, have purchased property substantially the same as but not better or more extensive than the property damaged.

1. Where the Vehicle has been purchased at trade price this will be the price index used;
2. Where the Vehicle has been purchased at retail price (subject to substantiation) this will be the price index used.

Misfuelling

The accidental filling of the fuel tank with the wrong type of fuel for the Vehicle.

New Vehicle

A Vehicle which complies in all respects with the following:

1. which is owned or purchased by You under a hire purchase agreement, or leased or hired by You under any type of leasing or contract hire agreement;
2. where You are the first registered owner;
3. which was registered within the last 12 months;
4. which You are responsible for in connection with Your business.

Period of Insurance

The period of time covered by this Policy (as shown in the Schedule) and any further period We accept Your premium for.

Policy

The following documents which together comprise the contract of insurance:

1. this Policy Wording;
2. the Statement of Fact;
3. the Schedule;
4. amendments and Endorsements; and
5. Certificate of Motor Insurance.

Road

Any place which is a road for the purpose of any compulsory motor insurance legislation operative within the United Kingdom.

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Schedule

The document showing the Vehicle(s) We are insuring and the cover which applies.

Statement of Fact

A record of the information that You have provided to Your insurance agent upon which Your insurance is based.

Total Loss

The vehicle is considered uneconomical to repair, where the estimated cost of repairs exceeds a percentage of the vehicle's Market Value immediately before the loss. This percentage threshold may vary depending on the vehicle's age, condition, and other relevant factors, but typically ranges between 50% and 60%. The final determination will be made at Our absolute discretion, based on a full assessment of the damage and repair costs.

United Kingdom

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

Vehicle(s)/Your Vehicle

Any vehicle or vehicles specified in the Vehicle Schedule (in the Schedule) and described in the Certificate of Motor Insurance, under one of the defined categories below. Such categories include dual fuel and electric powered vehicles.

Each time one of the defined words or phrases listed below is used in the Policy, it will have the same meaning as stated below.

1. **Agricultural Vehicle** meaning a vehicle used solely for agricultural or forestry purposes.
2. **Coach** meaning a passenger carrying vehicle with 17 or more passenger seats.
3. **Car** meaning a passenger carrying motor vehicle with not more than 8 seats (excluding the driver), which is not an Agricultural Vehicle, Special Type or Motorcycle.
4. **Commercial Vehicle** meaning a vehicle which is manufactured and used to carry goods for Your business (other than an Agricultural Vehicle).
5. **Motorcycle** meaning any motorcycle, motorcycle and sidecar or moped.
6. **Minibus** meaning a vehicle with between 9 and 16 passenger seats (excluding the driver).
7. **Special Type** meaning a vehicle which is constructed to operate primarily as a tool of trade which is not a passenger carrying vehicle and is not designed for the carriage of goods.
8. **Trailer** meaning any trailer which is Your property or for which You are responsible. Trailer does not include a disabled mechanically propelled vehicle.

Except when You have requested and We have agreed to provide cover, Vehicle does not include any vehicle registered elsewhere than in England, Wales, Scotland, Northern Ireland or the Isle of Man;

We, Us, Our

The Insurers as set out in the Insurers section of the Policy.

You, Your, Yourself

The person named as 'the Policyholder' in the Schedule, any Certificate of Motor Insurance or renewal notice applying to this Policy.

Interpretation

In this Policy

1. Reference to a statute, order or regulation includes reference to that instrument as revised or replaced.
2. Reference to an entity created by statute, order or regulation includes a successor to that entity.
3. Words importing the singular include the plural and vice versa.
4. Reference to persons includes corporate and unincorporated entities.
5. Reference to a gender includes all genders.
6. If a term, condition, exclusion or Endorsement or part of the Policy is invalid or unenforceable, the remainder of the Policy will remain in full force and effect.
7. Headings are for reference only and must be disregarded when interpreting the Policy.

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General Exclusions

The following General Exclusions apply to the whole Policy. They should be read in conjunction with any Exclusions which apply to individual sections of the Policy.

Unless expressly provided to the contrary, Your Policy does not cover the following:

1. liability, loss or damage arising while any Vehicle covered by this Policy 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 specified 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 to carry any load which is more than it was constructed to carry and or more than the specified maximum capacity;
2. liability, loss or damage that is also covered by any other insurance;
3. liability, loss or damage that occurs outside the United Kingdom other than where We have agreed to provide cover. Please refer to the Foreign use section of this Policy;
4. liability You have accepted under an agreement or contract, unless You would have had that liability anyway;
5. 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);
6. direct or indirect loss, damage or liability caused by, contributed to or arising from:
    a. earthquake;
    b. 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);
    c. ionizing radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel;
    d. the radioactive, toxic, explosive or other dangerous property of any explosive nuclear plant or any part of it;
    e. pressure waves caused by aircraft and other flying objects;
7. 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;
8. liability arising from the carriage of passengers or goods for hire or reward, except where We have agreed to include and it is stated on the Certificate of Motor Insurance;
9. liability arising from the use of Your Vehicle for racing, pace making, use in any contest, reliability or speed trial irrespective of whether this takes place on any racetrack or circuit;
10. liability arising out of the use of Your Vehicle for any other purpose in connection with the motor trade;
11. use to secure the release of any motor vehicle which has been seized by or on behalf of any government or public authority which was not Your property or in Your custody or control at the time of the seizure; or
12. liability, loss or damage arising from or connected with:
    a. programming or operator error by You or any person;
    b. failure of external network;

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c. program code, programming instruction or a set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not. Including, but not limited to, trojan horses, worms and logic bombs;

d. unauthorised access to computer or other equipment or component or system or item which processes, stores, transmits or retrieves data;

e. failure of computer data processing equipment or media, microchip, integrated circuit or similar device or other equipment or system for processing, storing or receiving data or computer software due to an inability to recognise, capture, save, retain or to process correctly a calendar date; or

f. hoax or threat of any of the above.

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General Conditions

The following General Conditions apply to the whole Policy. They should be read in conjunction with any Conditions which apply to individual sections of the Policy.

Cancellation by Us

We may cancel the Policy for any reason by giving You 7 days' written notice.

We may also cancel the Policy with immediate effect if:

1. We have reason to suspect that You or someone acting on Your behalf has committed fraud or made a misrepresentation to Us;
2. the premium has not been paid or there has been a default under an instalment or linked credit agreement; and/or
3. You have not complied with a subjectivity by the required date.

We shall send notice of cancellation to You at the most recent postal or email address which We have on file.

Cancellation by You

You may cancel the Policy at any time during the Period of Insurance by sending written notification to Your insurance agent or to Us.

Cancellation: refund of premium

If the Policy is cancelled, We shall return a premium which is proportionate to the number of days remaining before the expiry of the Period of Insurance, subject to the application of any minimum premium.

We shall not return any premium if:

1. We have reason to suspect that You or anyone acting on Your behalf has committed fraud or made a deliberate or reckless misrepresentation to Us; and/or
2. during the Period of Insurance You have made a claim or notified circumstances which might give rise to a claim.

If You later make a claim for loss occurring prior to cancellation, We shall deduct the amount of the premium returned from the payment of any claim.

Choice of Law and Jurisdiction

The appropriate law as set out below will apply unless You and Us agree otherwise:

1. The law applying to that part of the United Kingdom, Channel Islands or the Isle of Man in which You normally live or (if applicable) the first named Policyholder lives; or
2. in the case of a business, the law applying in that part of the United Kingdom, Channel Islands or the Isle of Man where it has its principal place of business; or
3. should neither of the above be applicable, the law of England and Wales will apply.

All disputes arising out of or in connection with the Policy will be subject to the exclusive jurisdiction of the Courts of the part of the United Kingdom or the Courts of the Channel Islands or of the Isle of Man, as applicable, whose law is deemed to apply in 1., 2. or 3. above.

Claims Conditions: Our Rights

1. If We agree to pay a claim under this Policy, We will have the right to:
   a. take possession of and salvage insured property;
   b. take over, conduct, defend or settle any claim; and
   c. start 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.

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2. If We agree to pay a claim under this Policy, If Your Vehicle is:
    a. declared to be a Total Loss;
    b. stolen (lost by theft) and not recovered; or
    c. the subject of a claim under the New Vehicle replacement cost cover provided within the Loss of or Damage to Your Vehicle section,

    if there is any outstanding loan on Your Vehicle:
    a. We may pay the finance company first, whose receipt shall be a full and final discharge to Us in respect of such loss, damage or destruction;
    b. If Our estimate of Market Value or (where applicable) the replacement cost as described under the New Vehicle replacement cost cover of the Loss of or Damage to Your Vehicle section:
        i. is more than the amount You owe them, We will pay You the balance; or
        ii. is less than the amount You owe them, You may have to pay them the balance.

    If Your Vehicle is leased or on contract hire, We may pay the leasing or contract hire company first whose receipt shall be a full and final discharge to Us in respect of such loss or damage:
    a. When calculating the value of Your Vehicle We may take into account any discount on the manufacturer's recommended retail price they obtained when purchasing Your Vehicle;
    b. If the amount We pay is more than the amount You owe the leasing or contract hire company, the amount We pay them will settle the claim; or
    c. If the amount We pay is less than the amount You owe, You may have to pay them the balance.

    Once payment has been issued Your Vehicle becomes Our property for disposal (unless agreed otherwise by Us in writing);
3. If, during the settlement of a claim, We make a payment which includes the applicable Excess, You will reimburse Us for that amount;
4. We may, at any time, free ourselves from further liability for a claim by paying the relevant limit of indemnity, section limit, sub-limit specified in the Policy, or a lesser amount for which a claim can be settled, after deducting any payments already made. We shall pay costs and expenses incurred with Our prior consent, up to the date of such payment in accordance with the terms of this Policy.
5. If, under the law of any country which We have agreed to provide cover for, We must settle a claim which We would not otherwise have paid, We may recover this amount from You or from the person who made the claim.
6. Should We refuse indemnity in respect of an accident due to any omission, misstatement or non-disclosure, but have a liability to pay a claim under the Road Traffic Acts, then We will reserve the right to settle such claims or judgments, without prejudice to Our position under this Policy, and seek reimbursement of all payments We make from You.

The individual sections of the Policy may contain details of Our additional rights which may apply to You and/or Your claim.

Claims Conditions: Your Obligations

Your claim will not be paid unless You comply with each of the following requirements:

1. You must ensure that after any loss, damage or accident You report the claim to Us as soon as possible and You must tell Us as soon as reasonably practicable if You become aware of any facts or circumstances which may give rise to a claim against You;
2. You must tell the Police as soon as reasonably practicable if You become aware of any loss or damage which You know or suspect is caused by or arises from a criminal act, and You must provide Us with the Police crime reference number;
3. You must tell Us as soon as reasonably practicable if any written or verbal claim is intimated or made against You;
4. You must notify Us with full details of any claim, in writing and at Your own expense, within:
    a. 7 days of becoming aware of any injury, loss or damage which You know, or suspect is caused by a criminal act; and
    b. 30 days of becoming aware of any other injury, loss or damage;

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5. You must forward to Us without delay and unanswered, any written communications which relate to claims or possible claims against You, including letters of claim, writs, summons and other legal proceedings;
6. You must tell Us if You know about any future prosecution, coroner's inquest or fatal accident inquiry, involving anyone covered by this insurance;
7. You must provide all the assistance, co-operation, evidence and information which We reasonably require in relation to any claim and/or subrogated recovery;
8. If Your Vehicle is:
    a. declared to be a Total Loss;
    b. stolen (lost by theft) and not recovered; or
    c. the subject of a claim under the New Vehicle replacement cost cover provided within the Loss of or damage to Your Vehicle section,

    when requested by Us, You must send Us the vehicle registration document (V5c), MOT certificate, vehicle purchase receipt, all Keys relevant to the Vehicle and any other relevant documentation. You will provide this to Us before settlement is agreed.

    Once payment has been issued Your Vehicle becomes Our property (unless agreed otherwise by Us in writing);
9. You must take all reasonable action to prevent and minimise existing and future loss;
10. You must not admit, deny, negotiate or settle any claim without Our prior written consent; and
11. You must let Us examine any Vehicle at any reasonable time.
12. where We make payment which includes the applicable Excess, You must reimburse Us that amount; and
13. where We must settle a claim which We would not otherwise have paid, if We seek recovery from You, You must repay to Us all sums paid by Us that We would not otherwise have been liable to pay.

The individual sections of the Policy may contain details of additional requirements and obligations which may apply to You and/or Your claim.

Contracts (Rights of Third Parties) Act

A person or entity not a party to the Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce a term of the Policy.

Fair Presentation

Part 2 of the Insurance Act 2015 requires You to make a fair presentation of the risk before the commencement of the cover and the agreement of any variations or renewals.

A fair presentation of the risk includes, but is not limited to:

1. ensuring that every material representation as to a matter of fact is substantially correct;
2. ensuring that every material representation as to a matter of expectation or belief is made in good faith; and
3. disclosing to Us every material circumstance which You know or ought to know.

If You are in doubt as to any aspect of Your duties under the Insurance Act 2015, You should speak to Your insurance agent.

If You are in doubt as to the materiality of a representation or circumstance, You should disclose it to Us.

If You fail to make a fair presentation of the risk, the Insurance Act 2015 entitles Us to exercise remedies which include:

1. avoiding the Policy or any relevant variations or renewals;
2. applying different terms; and/or
3. reducing the amount to be paid on a claim.

If We avoid the Policy, We shall usually return the premium unless Your conduct has been deliberate or reckless.

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Fraud

If You or anyone acting on Your behalf:

1. makes any false, fraudulent or exaggerated claim;
2. supports a claim by false or fraudulent documents devices or statements whether or not the claim is itself genuine;
3. makes a claim for loss or damage which You or anyone acting on Your behalf deliberately caused;

We will, at our absolute discretion:

1. refuse to pay the whole of the claim;
2. recover from You any sums that We have already paid in respect of the claim; and/or
3. terminate the Policy with effect from the date of any acts set out above.

In that event You will:

1. have no cover under the Policy from the date of the termination and
2. not be entitled to any refund of premium.

Non-Assignment

You may not assign or transfer any rights under the Policy without Our prior written consent.

Reasonable Precautions

Your claim will not be paid unless throughout the Period of Insurance and at the date of loss or damage, You have taken all reasonable steps to protect Your Vehicle from loss or damage and maintained it in an efficient and roadworthy condition.

Sanctions

The provision of any cover, the payment of any claim and the provision of any benefit shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under any:

1. United Nations' resolution(s); or
2. the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Such suspension shall continue until such time as We would no longer be exposed to any such sanction, prohibition or restriction.

Sanctions and Financial Crime Documentation

For the purposes of this General Condition only, Sanctions and Financial Crime Laws and Regulations means any trade or economic sanctions, or financial crime laws, regulations, requirements, prohibitions or restrictions under United Nations' resolution(s) or the laws or regulations of the European Union, United Kingdom or United States of America.

Notwithstanding any other terms in this Policy to the contrary, including any sanctions conditions:

1. You must, upon any reasonable request in writing, provide to Us or Your insurance agent, all documentation reasonably required by Us or Your insurance agent:
    a. to satisfy Us; or
    b. to satisfy Your insurance agent; or
    c. to demonstrate to any regulator or other authority,

    that Your business does not expose Us, Your insurance agent or You to any sanction, prohibition or restriction under Sanctions and Financial Crime Laws and Regulations;
2. If You fail to comply in any respect with the requirements of this General Condition, the following remedies will apply, in addition to any remedies under any other provisions of this Policy, including any sanctions conditions:
    a. We will be freed from all obligations under this Policy; and
    b. We will have no liability to You or any other party in connection with this Policy; and

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c. You will not be entitled to any return of premium and/or the premium will remain payable by You;

3. You must exercise best efforts to comply with the requirements of this General Condition. You will not be deemed to have breached this General Condition if You have been unable to comply with it for reasons outside Your control.

Value Added Tax (VAT)

All payments under the Policy will be exclusive of VAT unless You are unable to reclaim VAT from HM Revenue and Customs.

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Vehicle – Cover

The cover You have

Your Schedule shows You what cover You have. The different types of cover are listed below and show which sections of cover apply.

1. **Comprehensive**

   All sections apply.

2. **Third party, fire and theft**

   Liability to others, Loss of or damage to Your Vehicle (except accidental or malicious damage and vandalism), Loss of keys and lock replacement, Unauthorised use, Unlicenced drivers, Foreign use, Payments for journeys (car sharing), Motor Legal Protection.

3. **Third party only**

   Liability to others, Unauthorised use, Unlicenced drivers, Foreign use, Payments for journeys (car sharing), Motor Legal Protection.

4. **Fire and theft**

   Loss of or damage to Your Vehicle (except accidental or malicious damage and vandalism).

5. **Accidental damage, fire and theft**

   Loss of or damage to Your Vehicle.

The General Conditions and General Exclusions contained in this document apply to all sections of this Policy.

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Liability to others section

Driving or using Your Vehicle

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

1. death of or injury to other people; or
2. damage to property;

as a result of any accident You have while You are driving, using or in charge of Your Vehicle or while You are loading and unloading Your Vehicle.

Other people driving or using Your Vehicle

In the same way as You are insured under this section, We will also cover the following people:

1. Any person You allow to drive or use Your Vehicle, as long as they are entitled to drive under Your current Certificate of Motor Insurance and this has not been excluded by an Endorsement, exclusion or condition;
2. Any passenger who causes an accident while travelling in or getting into or out of Your Vehicle as long as You ask Us in writing after the accident to indemnify the passenger.

Limits of indemnity for damage to property in respect of Cars

The most We will pay for damage to property relating to an incident involving a Car is £20,000,000 for any one claim or claims arising out of one incident.

The most We will pay for costs and expenses arising from damage to property relating to an incident involving a Car is £5,000,000 for any one claim or claims arising out of one incident.

If there is a claim for damage to property made against more than one person covered by this insurance, We will cover any claim made against You first.

Limits of indemnity for damage to property in respect of all other Vehicles

The most We will pay for damage to property relating to an incident involving a vehicle that is not a Car is £5,000,000 for any one claim or claims arising out of one incident.

The most We will pay for costs and expenses arising from damage to property relating to an incident involving all other vehicles is £5,000,000 for any one claim or claims arising out of one incident.

If there is a claim for damage to property made against more than one person covered by this insurance, We will cover any claim made against You first.

Legal personal representatives

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

Costs and expenses

Legal costs

If We first agree in writing, We will pay:

1. reasonable legal costs to represent anyone We insure at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction;
2. reasonable legal costs to defend anyone We insure against any prosecution arising from any death; and
3. all other legal costs and expenses.

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

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Health and Safety at Work Act and Corporate Manslaughter Act - Driving at work legal defence costs

If We first agree in writing, We will pay:

1. Your legal fees and expenses incurred with Our written consent for defending proceedings including appeals; and/ or
2. costs of prosecution awarded against You;

arising from any health and safety inquiry or criminal proceedings for any breach of the: Health and Safety at Work Act 1974; Health and Safety at Work (Northern Ireland) order 1978; Corporate Manslaughter and Corporate Homicide Act 2007.

We will not pay:

1. unless the proceedings relate to an actual or alleged act, omission or accident committed during the Period of Insurance within the United Kingdom and in connection with Your business;
2. unless the proceedings relate to an actual or alleged act, omission or accident arising from the ownership, possession or use by or on behalf of You of any motor vehicle or trailer in circumstances where compulsory insurance or security is required by the Road Traffic Acts;
3. in respect of proceedings which result from any deliberate act or omission by You; or
4. where cover is provided by any other policy.

The most We will pay in respect of such legal fees, expenses and costs is:

1. Health and Safety at Work Act 1974; Health and Safety at Work (Northern Ireland) order 1978 - £1,000,000;
2. Corporate Manslaughter and Corporate Homicide Act 2007 - £1,000,000.

Emergency medical treatment

We will pay for emergency medical treatment as required by the Road Traffic Acts after an accident involving the use of Your Vehicle.

Towing

We will insure You while Your Vehicle is towing a caravan, Trailer or a broken-down vehicle (as allowed by law).

We will not pay any claim arising from the following:

1. damage to or loss of the towed caravan, Trailer or broken-down vehicle;
2. damage to or loss of any property being carried in or on the towed caravan, Trailer or the broken-down vehicle;
3. a caravan, Trailer or broken-down vehicle being towed for reward; or
4. towing more than one caravan, Trailer or broken-down vehicle at any one time.

We will only provide this cover if:

1. the caravan, Trailer or broken-down vehicle is properly secured to Your Vehicle by towing equipment manufactured for the purpose; and
2. the method of towing the caravan, Trailer or broken-down vehicle stays within the manufacturer's recommended towing limits and any other relevant law.

Indemnity to principals

As far as is necessary to meet the requirements of any agreement or contract entered into by You for the performance of work in connection with Your business, We will insure the Principal at Your request provided the Principal complies with the terms and conditions of this Policy in so far as they can apply. For the purposes of this clause, Principal means the other party to the agreement or contract for whom You are undertaking work.

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Contingent liability

We will insure You in relation to Your employee using, in connection with Your business, a vehicle You do not own or have not supplied as long as:

1. You have given express permission for the vehicle to be used for Your business;
2. You have taken all reasonable steps to ensure that there is a separate motor insurance policy in Your employee's name giving You cover for such use; and
3. there is no cover provided by any other insurance.

We will not be liable:

1. for any loss or damage to such vehicle; or
2. to cover any person driving such vehicle.

Cross liability

If this Policy is in the name of more than one person, We will cover each person as if We had sent an individual Policy to each person. We will cover each against the liability of the other, as long as the liability, loss or damage is not covered by any other insurance.

Unauthorised movement

We will insure You in respect of any accident caused by, through or in connection with the movement of any motor vehicle not belonging to You and not in Your custody or control as long as the vehicle is preventing Your Vehicle from passing and:

1. is being moved by You or an employee of Yours;
2. is being moved in connection with Your business;
3. is not the property of the employee moving it; and
4. is not covered by any other insurance covering such accident, damage or loss.

Exclusions to Liability to others section

We do not cover the following:

1. anyone who can claim for the same loss from any other insurance;
2. loss of, or damage to any premises belonging to or occupied by You, any other property owned by You or in Your custody or control or any property or load being conveyed by Your Vehicle or Trailer;
3. death or 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 relevant law;
4. death, injury or damage to property caused by or arising beyond the limits of any carriageway or thoroughfare in connection with:
    a. the bringing of any load to any commercial vehicle for loading;
    b. the taking away of the load from any commercial vehicle after it has been unloaded;

    by any person other than the driver or attendant of such vehicle.
5. death, injury or damage to property caused as a result of a Special Type vehicle or plant forming part of a Vehicle being used as a tool of trade, except where We need to provide the minimum insurance required by the Road Traffic Act.
6. any liability arising while Your Vehicle is being used in or on any part of an airport or aerodrome which is used for:
    a. aircraft take-off or landing;
    b. aircraft parking, including service roads; or
    c. ground equipment parking areas.

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7. any liability arising directly or indirectly from acts of terrorism, as defined in the UK Terrorism Act 2000, except where We need to provide the minimum insurance required by the Road Traffic Act.
8. any liability, except where We need to provide the minimum insurance required by the Road Traffic Act, for claims for death, injury, illness, loss or damage to property arising directly or indirectly from pollution or contamination, unless caused by a sudden identifiable unintended and unexpected event.
9. any liability arising directly or indirectly from contamination or pollution where it is caused by any substance, liquid, vapour or gas being deliberately released or leaks caused by the failure to maintain or repair Your Vehicle, or any part of it. This exclusion includes contamination or pollution of any building or other structure, water, land or the air.

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Loss of or damage to Your Vehicle section

This cover only applies to Your Vehicle.

We will insure Your Vehicle against loss or damage caused by:

1. accidental or malicious damage and vandalism (less any Accidental Damage Excess);
2. fire, lightning, self-ignition and explosion (less any Fire Excess); or
3. theft or attempted theft, or taking Your Vehicle away without Your permission (less any Theft Excess).

For a claim under this section, We may either:

1. pay for the loss or damage to be repaired; including repairs using Green Parts/Recycled Parts, OEM and non-OEM parts;
2. pay an amount to replace the lost or damaged item;
3. replace the lost or damaged item; or
4. If Your Vehicle is considered a Total Loss:
   a. We will offer You an amount in settlement, Your Vehicle then becomes Our property (unless agreed otherwise by Us in writing);
   b. if Your Vehicle belongs to someone else or is part of a hire purchase or leasing agreement, We will normally pay an amount for the Total Loss of Your Vehicle to the Vehicles legal owner.

The most We will pay will be either:

1. the Market Value of Your Vehicle immediately before the loss (including its accessories and spare parts); or
2. the cost of repairing Your Vehicle;

whichever is less.

We will not pay the cost of any repair or for any replacement which improves Your Vehicle or Accessories to a better condition than they were in before the loss or damage. If this happens You must make a contribution towards the cost of repair or replacement.

Excesses

You will be liable to pay the Excess amount shown on the Schedule for each Vehicle sustaining loss or damage arising from any claim covered by this Policy.

Should more than one Vehicle be involved in the same incident the Excess shown on the Schedule shall apply to each Vehicle separately.

Extra Excesses for young or inexperienced drivers

If Your Vehicle is damaged while a young or inexperienced person (including You) is driving, and cover has not been excluded for a driver of that age or experience, You will have to pay the amount shown below in addition to any other compulsory or voluntary Excesses applicable in this Policy.

Drivers/Additional Excess

1. Under 21 years of age.....£300
2. Aged 21 to 24 years of age £200
3. 25 years of age or over who has not held a full driving licence for 12 months at the time of the loss or damage.....£200

You will not have to pay the amounts shown above if the loss or damage is caused by fire or theft.

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Repairs and recovery

If Your Vehicle is damaged in any way covered by this insurance, contact Us immediately for advice and assistance about repairs.

We will pay the reasonable cost of removing Your Vehicle if it is immobile from the place where the damage occurred to the premises of the nearest competent repairer. Do not attempt to move Your Vehicle Yourself if this could increase the damage. If unnecessary damage is caused as a result of Your attempts to move Your Vehicle, We will not pay any extra costs arising from that damage.

We may arrange for Your Vehicle to go to a repairer of Our choice if We cannot reach an agreement with the repairers over costs.

If Your Vehicle cannot be driven safely You may authorise reasonable and necessary repairs without previously obtaining Our consent, provided that You notify Us immediately after those necessary repairs are complete.

Audio, visual, communication, guidance or tracking equipment

The cover provided by this Policy shall include damage to or loss of audio, visual, communication, guidance or tracking equipment permanently fitted to Your Vehicle.

Electric and hybrid Vehicles

We will pay for loss or damage covered by this section to:

1. the electric charging cable and/or connector to Your Vehicle;
2. the battery or batteries of Your Vehicle, including damage as a result of a power surge whilst charging;
3. the electric charging wallbox or charging post at Your business address or at Your employee's permanent residential address (where You have provided that employee with an electric or hybrid vehicle or at Your request);

provided that such installation was completed by an Office for Low Emission Vehicles (OLEV)/Office for Zero Emission Vehicles (OZEV) approved installer.

We shall not make any payment for:

1. equipment categorised as Mode 1 or 2 under reference standard IEC 61851-1;
2. damage to an electric charging wallbox or charging post as a result of modification, unless such modifications were approved and completed by an OLEV/OZEV approved installer; or
3. property covered by any other insurance.

If Your Vehicle sustains damage covered by this section, We may be required to make a payment to the owner of the battery, or batteries, if the battery is leased or hired, whose receipt shall be a full and final discharge to Us in respect of such damage.

You will be responsible for the first £50 of any payment solely for the replacement or repair of the electric charging cable, connector, electric charging wallbox or charging post.

Misfuelling damage (comprehensive cover only)

If Your Vehicle is damaged due to Misfuelling We will pay the cost of:

1. draining of the incorrect fuel and cleaning the fuel tank;
2. damage inadvertently caused as a result of it being driven.

New Vehicle replacement cost

This cover shall apply to any Car or any Commercial Vehicle with a gross vehicle weight of 7.5 tonnes or less.

If a New Vehicle:

1. sustains damage covered by this section and the cost of repairing such damage is more than 50% of its United Kingdom list price (inclusive of taxes) at the time of such damage (deemed to be a Total Loss); or
2. is stolen (lost by theft) and is not recovered, provided that such cause is not excluded by this section,

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We shall pay either:

1. **Payment of the Replacement Cost (less any amount owed to others)**

   the cost to replace it with a new vehicle of the same make, model and specification, less any amount due which must first be paid to the legal owners, where such vehicle belongs to someone else or is part of a hire purchase or leasing agreement, provided that:

   a. i. such replacement vehicle is available:
      1. within 7 days of the damaged Vehicle being deemed a Total Loss; or
      2. within 7 days of the claim for the stolen Vehicle being accepted,

      and is available within Great Britain, Northern Ireland or the Isle of Man;

   ii. You consent;

   iii. all other interested parties known to Us agree to such a replacement.

   Our total liability under this cover **(1.)** shall not exceed the replacement cost of the new vehicle of the same make, model and specification;

or

2. **Payment of the Market Value (less amount owed to others)**

   If such a replacement vehicle is not available as described in (**1.** a.), We shall pay the Market Value of the damaged or stolen vehicle immediately before the loss (including its accessories and spare parts), less any amount due which must first be paid to the legal owners where such vehicle belongs to someone else or is part of a hire purchase or leasing agreement.

   Our total liability under this cover **(2.)** shall not exceed the Market Value of the damaged or stolen vehicle immediately before the loss (including its accessories and spare parts).

We shall then own the damaged or stolen (lost by theft) vehicle (unless agreed otherwise by Us in writing).

Trailer Cover

We will also insure any Trailer against loss or damage at the same cover as provided to the towing Vehicle, while it is attached to Your Vehicle or temporarily detached during the course of a journey.

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 any restrictions on driving or use (as shown in Your Certificate of Motor Insurance) shall not apply.

Windscreen damage (comprehensive cover only)

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.

You will only have to pay the Windscreen Excess shown on the Schedule for each claim for a replacement windscreen. There is no limit on the cost of the windscreen or window, however such costs should only be those costs reasonably incurred.

No Excess will apply if the windscreen can be repaired instead of replaced.

This benefit does not apply to damaged sun-roofs, roof panels, lights or reflectors whether glass or plastic.

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Exclusions to loss of or damage to Your vehicle section

We will not provide cover for the following:

1. compensation for You not being able to use Your Vehicle (including the cost of hiring another vehicle);
2. wear, tear and depreciation;
3. failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment;
4. the Vehicle's value reducing, including loss of value as a result of damage, whether repaired or not;
5. repairs or replacements which improve the condition of the Vehicle;
6. damage to tyres, unless caused by an accident to Your Vehicle;
7. damage due to liquid freezing in the cooling system, unless You have taken reasonable precautions as laid down by Your Vehicle manufacturer's instructions;
8. loss resulting from repossessing Your Vehicle and returning it to its rightful owner;
9. loss of or damage to Your Vehicle or its contents caused by theft or attempted theft or an unauthorised person taking and driving it, if:
    a. Your Vehicle was not locked; or
    b. the keys were in or on Your Vehicle; or
    c. any window, roof panel, or the roof of a convertible vehicle, was not fully closed or properly secured; or
    d. reasonable precautions were not taken to protect Your Vehicle or its contents from theft or unauthorised use;
10. loss of fuel;
11. loss of or damage to Your Vehicle caused by someone who obtained it by fraud or deception;
12. the first £50 of any payment solely for the replacement or repair of the electric charging cable, connector, electric charging wallbox or charging post;
13. loss of or damage to any property being carried in or on a Trailer.

Loss of keys and lock replacement section

We will pay up to £1,000 if the keys for Your Vehicle are lost or stolen and have not been recovered. We will pay for the cost of replacing entry keys and transponders, entry locks, vehicle fobs, ignition and steering locks that can be opened or operated with the lost or stolen items provided that:

1. You let the Police know about the loss as soon as it is discovered;
2. the identity or garaging address of Your Vehicle would be known to any person who is in possession of Your keys or lock transponder.

You will not have to pay an Excess for any loss under this section.

Unauthorised use section

The insurance provided under the Policy will apply if Your employee uses Your Vehicle without authority but We will not cover Your employee.

Unlicenced drivers section

We will insure an unlicenced driver under the Policy when a licence is not required by law provided that the driver is old enough to have obtained a licence to drive Your Vehicle had one been required by law.

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Medical expenses section

We will pay up to £500 for each person for the medical, surgical and dental expenses of anyone who is injured while they are in Your Vehicle as a result of an accident involving Your Vehicle.

You will not have to pay an Excess for any loss under this section.

Personal belongings and child seat section

Personal belongings

We will pay up to £500 for personal belongings in or on Your Vehicle if they are lost or damaged because of an accident, fire, theft or attempted theft.

This cover does not apply:

1. to money;
2. to goods or samples connected with Your business;
3. to property covered by any other insurance;
4. if the Vehicle:
   a. was not locked; or
   b. the keys were in or on the Vehicle; or
   c. any window, roof panel, or the roof of a convertible vehicle, was not fully closed or properly secured.

Child seat cover

We will pay for a replacement child seat of a similar make and model if there is loss or damage that is covered under this Policy.

You will not have to pay an Excess for any loss under this section.

Personal accident section

If the driver of Your Vehicle is accidentally killed or injured while getting into, travelling in or getting out of Your Vehicle We will pay £10,000 for:

1. death;
2. total and permanent loss of sight in one or both eyes;
3. loss of one or more limbs.

We will only pay this amount if the cause of the death or injury is an accident involving Your Vehicle and the death or injury happens within 3 months of the accident.

Payment will be made directly to the injured person or to their legal representative.

Exclusions to Personal Accident section

1. We will not be liable to pay more than £10,000 following one accident;
2. We will not be liable to pay for death or injury arising from suicide or attempted suicide;
3. We will not be liable to pay for death or injury to any person convicted of driving while under the influence of drink or drugs at the time of the accident;
4. We will not be liable to pay for death of or injury to any person not wearing a seat belt when required to by law.

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Foreign use section

In respect of foreign use, the cover shown on the Schedule will apply to any member country of the European Union, Andorra, Bosnia-Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino, Serbia, Switzerland and the Vatican City in respect of Cars and Commercial Vehicles.

In respect of any other countries or Vehicles other than shown above You should contact Us and if We agree to provide cover, We may require an additional premium.

If cover is provided the following benefits apply:

Insurance cover

This insurance is extended to apply to claims occurring:

1. in any country where We have agreed to provide cover; and
2. while Your Vehicle is being transported (including loading and unloading) between ports in countries where You have cover, as long as Your Vehicle is being transported by rail or a recognised sea route of not more than 65 hours.

Customs duty and other charges

If Your Vehicle suffers any loss or damage covered by this Policy, and Your Vehicle is in any country where We have agreed to provide cover, We will do the following:

1. refund any customs duty You have to pay after temporarily importing Your Vehicle into any of the countries where You have cover;
2. if Your Vehicle cannot be driven because of any loss or damage, We will pay the reasonable cost of delivering the Vehicle to You at Your address after the repairs have been made;
3. refund any general average contributions, salvage charges and sue and labour charges incurred during transit of Your Vehicle.

Payments for journeys (car sharing) section

This cover only applies to Cars

You can accept payments from passengers in Your Vehicle if You are giving them a lift for social or other similar purposes.

Accepting these payments will not affect Your insurance cover if:

1. the Vehicle cannot carry more than 8 people (including the driver);
2. You are not carrying the passengers in the course of a business of carrying passengers; and
3. the total of the payments You receive for the journey does not provide a profit.

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Motor Legal Protection section

ARAG Legal Expenses Insurance Company Limited (ARAG) is the Insurer and provides the insurance for this section. To make sure that You get the most from Your ARAG cover, please take time to read this section, which explains the insurance cover available to You. The General Conditions and General Exclusions apply to this section.

Keep this document in a safe place as You will need to refer to it if You need to make a claim.

If an Insured Person is involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident.

Motor legal protection is designed to help an Insured Person if a motor accident was not their fault and they have suffered an injury, need a replacement hire vehicle, or incurred other losses which are not covered under Your Motor Fleet Insurance Policy. It also provides defence against motoring prosecutions and assistance with contractual disputes relating to the Insured Vehicle.

Hire assist provides a vehicle for up to 14 days if Your Vehicle is stolen or is undriveable following theft, attempted theft, fire or vandalism, storm or flood, or is declared a Total Loss under Your Motor Fleet Insurance Policy following an accident.

When You need to make a claim

Phone Us on **02920 857238** quoting Your ARAG policy number **TSO/6954499** as soon as possible after an Insured Person is involved in an accident or if You need a hire vehicle because Your vehicle has been stolen and not recovered, left undriveable following theft, an attempted theft, fire, storm, flood or vandalism, or has been written off following an accident, to speak to one of Our dedicated customer claims handlers. If an Insured Person is faced with a motoring prosecution or You have a motor contract dispute please phone Us on **02920 857238.**

ARAG's claims handlers can answer any questions You may have when they receive Your claim.

Alternatively, You can visit claims.araginsurance.co.uk

How We can help

If an Insured Person is involved in an accident which was not their fault, We will help them recover their Uninsured Losses from the person who caused the accident, either through Our Motor Claims Centre or by appointing a lawyer. Uninsured Losses could include the cost of repairing or replacing the Insured Vehicle, Your Motor Fleet Insurance Policy Excess, compensation following injury, or other out-of-pocket expenses.

If the accident was entirely the other person's fault and the Insured Vehicle cannot be driven, We can arrange to supply You with a comparable replacement hire vehicle under insured incident 4 Replacement hire vehicle, until the Insured Vehicle can be repaired.

We will do so only if You meet the hire company's terms and conditions of hire. For Us to provide a replacement hire vehicle, the driver at fault must have valid motor insurance and be identified or traced. This service is available in England and Wales, on the mainland of Scotland and Northern Ireland, and the Isle of Man, Jersey and Guernsey.

Please note there may sometimes be circumstances, such as local unavailability, in which We are unable to provide a comparable replacement vehicle. In such cases, We will try to provide an alternative replacement vehicle. If this is not possible, We will still seek to recover Your Uninsured Losses for the loss of use of the Insured Vehicle.

Where the driver at fault is uninsured or cannot be traced, We will assist You in making a claim to the Motor Insurers' Bureau.

We can also defend an Insured Person against motoring prosecutions and assist You in contract disputes related to the Insured vehicle.

Hire assist provides a small commercial van for up to 14 days if the Insured Vehicle is stolen and not recovered or is undriveable following theft, an attempted theft, fire or vandalism, or is declared a Total Loss by Your insurer following an accident.

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If You need any other help from Us

If You wish to speak to Our legal teams about a commercial legal problem, please phone Us on **02920 857238.** We will ask You about Your legal issue and if necessary call You back to give You legal advice.

Please do not ask for help from a lawyer or hire a vehicle before We have agreed. If You do, We will not pay the costs involved, even if We accept the claim.

Our agreement

We agree to provide the insurance described in this section in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this Policy, provided that:

(a) Reasonable Prospects (other than in respect of insured incidents 2 Motor prosecution defence and 5 Hire assist) exist for the duration of the claim.

(b) The Date of Occurrence of the insured incident is during the Period of Insurance; or

(c) The Date of Occurrence of the insured incident is during the currency of a previous equivalent legal expenses insurance policy, provided that:

(i) The previous legal expenses insurance policy required You to report claims during its currency

(ii) You could not have notified a claim previously as You could not have reasonably been aware of the insured incident

(iii) Cover has been continuously maintained in force

(iv) Any claim that should have been covered under a previously operative legal expenses insurance policy will not be covered by Us, and

(v) The available limit of indemnity shall be limited to the lesser of the sums payable under this or Your previous policy

(d) Any legal proceedings will be dealt with by a court or other body which We agree to within the Countries Covered.

(e) The insured incident happens within the Countries Covered and for insured incidents 4 Replacement hire vehicle and 5 Hire assist, the hire vehicle is required within the Countries Covered,

What We will pay

We will pay an Appointed Representative on behalf of an Insured Person, Costs and Expenses incurred following an insured incident provided that:

(a) The most We will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £250,000.

(b) The most We will pay in Costs and Expenses is no more than the amount We would have paid to a Preferred Law Firm. The amount We will pay a law firm (where acting as an Appointed Representative) is currently £100 per hour. The amount may vary from time to time.

(c) In respect of an appeal or the defence of an appeal, the Insured Person must tell Us within the time limits allowed that they want to appeal. Before We pay the Costs and Expenses for appeals, We must agree that Reasonable Prospects exist, and for insured incident 2 Motor prosecution defence, We must have defended the original motoring prosecution.

(d) Where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most We will pay in Costs and Expenses is the value of the likely award.

What We will not pay

(a) In the event of a claim, if an Insured Person decides not to use the services of a Preferred Law Firm, they will be responsible for any costs that fall outside the ARAG Standard Terms of Appointment and these will not be paid by Us.

(b) The first £250 of any motor contract dispute claim. If You are using a Preferred Law Firm, You will be asked to pay this within 21 days of Your claim having been assessed as having Reasonable Prospects. If You are using Your own law firm, this will be within 21 days of their appointment (following confirmation Your claim has Reasonable Prospects).

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Definitions

The following Definitions apply to this section and shall keep the same meaning wherever they appear in this section. They should also be read in conjunction with the General Definitions of the Motor Fleet Policy. If there is a conflict between a definition in this section and a definition elsewhere in this Policy, the definition in this section will apply.

Appointed Representative – The Preferred Law Firm, law firm or other suitably qualified person We will appoint to act on an Insured Person's behalf.

ARAG Standard Terms of Appointment – The terms and conditions (including the amount We will pay to an Appointed Representative) that apply to the claim, which could include a conditional fee agreement (no-win, no-fee). Where a law firm is acting as an Appointed Representative, the amount is currently £100 per hour. This amount may vary from time to time.

Costs and Expenses

(a) All reasonable, proportionate and necessary costs chargeable by the Appointed Representative and agreed by Us in accordance with the ARAG Standard Terms of Appointment.
(b) The costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them or pays them with Our agreement.

Countries Covered

(a) For insured incidents 1 Uninsured loss recovery and personal injury, 2 Motor prosecution defence and 3 Motor contract disputes: The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
(b) For insured incidents 4 Replacement hire vehicle and 5 Hire assist, England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.

Date of Occurrence

(a) For civil cases and insured incident 5 Hire assist, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date You first became aware of it).
(b) For motoring offences, the date of the motor offence an Insured Person is alleged to have committed. If there is more than one offence arising at different times, the Date of Occurrence is the date an Insured Person began or is alleged to have begun, to break the law.

Insured Person – You and any passenger or driver who is in or on the Insured Vehicle with Your permission. Anyone claiming under this section must have Your agreement to claim.

Insured Vehicle – The motor vehicle(s) covered by the Motor Fleet Policy to which this section attaches. It also includes any caravan or Trailer attached to the vehicle(s).

Motor Claims Centre – This centre carries out recovery hire and repair services and deals with the administration of an Insured Person's claim.

Preferred Law Firm – A law firm or barristers' chambers We choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with an Insured Person's claim and must comply with Our agreed service standard levels which We audit regularly. They are appointed according to the ARAG Standard Terms of Appointment.

Reasonable Prospects – The prospects that an Insured Person will recover losses or damages, make a successful defence, or make a successful appeal or defence of an appeal, must be at least 51%. We, or a Preferred Law Firm on Our behalf, will assess whether there are Reasonable Prospects.

Uninsured Losses – Losses which an Insured Person has incurred as a result of a road traffic accident which was not their fault, and which are not covered under this Motor Fleet Policy.

Vehicle Hire Costs

(a) For insured incident 4 Replacement hire vehicle, the cost of hiring a comparable replacement vehicle for a period or periods We agree to.
(b) For insured incident 5 Hire assist, the cost of hiring a small commercial van (such as a Ford Connect or similar) for up to 14 days.
(c) For both (a) and (b) above, the cost includes motor insurance for the Vehicle.

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Insured incidents

1. **Uninsured loss recovery and personal injury**
What is covered:

Costs and Expenses incurred to recover Uninsured Losses after an event which causes:

(a) Damage to the Insured Vehicle or to any property belonging to an Insured Person in or on the vehicle; and/or

(b) Death or bodily injury to an Insured Person whilst travelling in or on the Insured Vehicle.

2. **Motor prosecution defence**
What is covered:

(a) Costs and Expenses incurred to defend an Insured Person's legal rights if they are prosecuted for a motoring offence in connection with the use or ownership of the Insured Vehicle, which the Insured Person has notified Us of within 10 days of receiving a written Notice of Intended Prosecution, or as soon as reasonably possible if the Insured Person is notified of a prosecution any other way.

(b) Costs and Expenses to represent an Insured Person at a hearing following an event which results in the relevant licensing authority revoking, suspending, or altering the terms of, or refusing to renew an Insured Person's Goods Vehicle Operator's licence, Passenger Carrying Vehicle, Hackney Carriage, Private Hire Car or Taxi licence.

What is not covered:

Parking or obstruction offences, insurance offences or challenging a fixed penalty notice.

3. **Motor contract disputes**
What is covered:

Costs and Expenses incurred in respect of a dispute arising from an agreement or an alleged agreement which You have entered into for:
(a) Buying, selling, hiring or insurance of the Insured Vehicle or its spare parts or accessories
(b) Service, repair or testing of the Insured Vehicle
(c) The carriage of goods or passengers by the Insured Vehicle.

Provided that:
(a) You must have entered into the agreement or alleged agreement during the Period of Insurance.

(b) The amount in dispute must be more than £500 (including VAT).

(c) If the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500 (including VAT).
(d) If the dispute relates to money owed to You, a claim under the section must be made within 90 days of the money becoming due and payable.

What is not covered:

(a) The settlement payable under an insurance policy. (We will cover a dispute if Your insurer refuses Your claim, but not for a dispute over the amount of the claim).

(b) You are responsible for the first £250 of each and every claim. If You are using a Preferred Law Firm, You will be asked to pay this within 21 days of Your claim having been assessed as having Reasonable Prospects. If You are using Your own law firm, this will be within 21 days of their appointment (following confirmation Your claim has Reasonable Prospects). If You do not pay this amount, the cover for Your claim could be withdrawn.

4. **Replacement hire vehicle**

What is covered:

We will make the arrangements for vehicle hire for You within the Countries Covered and We will pay Your Vehicle Hire Costs following an accident involving the Insured Vehicle and another vehicle, as long as:

(a) The Insured Vehicle cannot be driven, and

(b) The accident was entirely the other person's fault.

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Provided that:

(a) You must agree to Us trying to recover any Vehicle Hire Costs in Your name, and any costs recovered must be paid to Us.

(b) We will choose the vehicle hire company and the type of vehicle to be hired.

(c) We will decide how long a vehicle can be hired for.

(d) You must tell Us as soon as the Insured Vehicle becomes available for You to drive again.

(e) An Insured Person must meet the age and licensing rules of the vehicle hire company We choose and must follow any terms and conditions of hire.

What is not covered:

(a) Vehicle Hire Costs if You are claiming against a person who does not have valid motor insurance or cannot be identified or traced; or

(b) Vehicle Hire Costs when You make Your Own arrangements for vehicle hire after an insured incident.

Please note there may sometimes be circumstances, such as local unavailability, in which We are unable to provide a comparable replacement vehicle. In such cases, We will try to provide an alternative replacement vehicle. If this is not possible, We will still seek to recover Your Uninsured Losses for the loss of use of the Insured Vehicle.

5. Hire assist

What is covered:

We will make the arrangements for vehicle hire for an Insured Person within the Countries Covered and We will pay Vehicle Hire Costs for a single continuous period up to 14 days or until an Insured Person can drive the Insured Vehicle again, if this is sooner, if the Insured Vehicle is:

(a) Stolen and not found; or

(b) Undriveable following a theft, attempted theft, fire, storm, flood or vandalism; or

(c) Declared a Total Loss by Your motor insurer following an accident

Provided that:

(a) If the incident is covered by Your motor insurance, You must have reported it to Your motor insurer. If this is the case, You must provide Us with confirmation from Your motor insurer that they have accepted Your claim under their policy.

(b) If Your vehicle has been declared a Total Loss by Your motor insurer, You must provide Us with evidence of this (either written notification from Your motor insurer or a copy of an engineer's report).

(c) If a criminal act has been committed, You must have reported the incident to the Police and You must provide Us with the crime reference number.

(d) You must tell Us as soon as the Insured Vehicle becomes available for You to drive again.

(e) You must agree to Us trying to recover any Vehicle Hire Costs in Your name where possible and any costs recovered must be paid to Us.

(f) We will choose the vehicle hire company and the vehicle hired, which will be a small commercial van.

(g) An Insured Person must meet the age and licensing rules of the vehicle hire company We choose and must follow any terms and conditions of hire.

(h) We can take details of an Insured Person's claim at any time, but can only deliver a hire vehicle between 8am-6pm Monday to Friday and 8am-12pm Saturday (excluding public and bank holidays).

(i) If an excess is applied by the vehicle hire company, You will be responsible for paying this excess if the hire vehicle is damaged during the hire period. You can avoid paying the excess if You pay the vehicle hire company an insurance premium. The premium will depend on how long You keep the vehicle. You will be told whether an excess will apply along with the amount of the excess and insurance premium before You agree to hire the vehicle.

(j) If You need a particular vehicle, You can talk to the hire company about this. We will pay Our standard Vehicle Hire Costs rate to the hire company and You will be responsible for paying the extra costs.

(k) We will not be responsible for providing a vehicle with customised or bespoke modifications that

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match the specification of the Insured Vehicle.

What is not covered:

Any claim that arises from an Insured Person's use of drink or drugs.

Section exclusions

We will not pay for the following:

1. **Late reported claims**
   A claim where the Insured Person has failed to notify Us of the insured incident within a reasonable time of it happening and where this failure adversely affects the Reasonable Prospects of a claim or We consider Our position has been prejudiced.
2. **Costs We have not agreed**
   Costs and Expenses or Vehicle Hire Costs incurred before Our acceptance of a claim. For insured incident 4 Replacement hire vehicle, if We agree to pay Vehicle Hire Costs but subsequently it is established that the accident resulting in the claim was not entirely the other person's fault, We will not pay any further Vehicle Hire Costs. However, We will not seek to recover any costs from You that We have already paid provided the accident details You have supplied are true and complete.
3. **Court awards and fines**
   Fines, penalties, compensation or damages that a court or other authority orders an Insured Person to pay.
4. **Legal action We have not agreed**
   Any legal action an Insured Person takes that We or the Appointed Representative have not agreed to, or where an Insured Person does anything that hinders Us or the Appointed Representative.
5. **Uninsured drivers**
   The Insured Vehicle being used by anyone, with Your permission, who does not have valid motor insurance.
6. **A dispute with ARAG**
   A dispute with Us not otherwise dealt with under Section condition 8 Arbitration.
7. **Judicial review**
   Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
8. **Litigant in person**
   Any claim where an Insured Person is not represented by a law firm or barrister.

Section conditions

1. **An insured person's legal representation**

   (a) On receiving a claim, if legal representation is necessary, We will appoint a Preferred Law Firm as an Insured Person's Appointed Representative to deal with their claim. They will try to settle the Insured Person's claim by negotiation without having to go to court.

   (b) If the appointed Preferred Law Firm cannot negotiate settlement of the Insured Person's claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the Insured Person may choose a law firm to act as the Appointed Representative.

   (c) If the Insured Person chooses a law firm as their Appointed Representative who is not a Preferred Law Firm, We will give the Insured Person's choice of law firm the opportunity to act on the same terms as a Preferred Law Firm. However if they refuse to act on this basis, the most We will pay is the amount We would have paid if they had agreed to the ARAG Standard Terms of Appointment. The amount We will pay a law firm (where acting as the Appointed Representative) is currently £100 per hour. This amount may vary from time to time.

   (d) The Appointed Representative must co-operate with Us at all times and must keep Us up to date with the progress of the claim.

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2. **An insured person's responsibilities**

   (a) An Insured Person must co-operate fully with Us and the Appointed Representative.

   (b) An Insured Person must give the Appointed Representative any instructions that We ask them to.

3. **Offers to settle a claim**

   (a) An Insured Person must tell Us if anyone offers to settle a claim. An Insured Person must not negotiate or agree to a settlement without Our written consent.

   (b) If an Insured Person does not accept a reasonable offer to settle a claim, We may refuse to pay further Costs and Expenses.

   (c) We may decide to pay the Insured Person the reasonable value of their claim, instead of starting or continuing legal action. In these circumstances the Insured Person must allow Us to take over and pursue or settle any claim in their name. The Insured Person must allow Us to pursue at Our own expense and for Our own benefit, any claim for compensation against any other person and the Insured Person must give Us all the information and help We need to do so.

4. **Assessing and recovering costs**

   (a) An Insured Person must instruct the Appointed Representative to have Costs and Expenses taxed, assessed or audited if We ask for this.

   (b) An Insured Person must take every step to recover Costs and Expenses that We have to pay and must pay Us any amounts that are recovered.

5. **Cancelling an appointed representative's appointment**
   If the Appointed Representative refuses to continue acting for an Insured Person with good reason, or if the Insured Person dismisses the Appointed Representative without good reason, the cover We provide will end immediately, unless We agree to appoint another Appointed Representative.

6. **Withdrawing cover**
   If an Insured Person settles or withdraws a claim without Our agreement, or does not give suitable instructions to the Appointed Representative, We can withdraw cover and will be entitled to reclaim from the Insured Person any Costs and Expenses We have paid.

7. **Expert opinion**
   We may require the Insured Person to get, at their own expense, an opinion from an expert that We consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by Us and the cost agreed in writing between You and Us. Subject to this, We will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that an Insured Person will recover damages (or obtain any other legal remedy that We have agreed to) or make a successful defence.

8. **Arbitration**
   If there is a disagreement about the handling of a claim and it is not resolved through Our internal complaints procedure, the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

   If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, We will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties, or one party may pay all the costs.

9. **Keeping to the Policy terms**
   An Insured Person must:

   (a) Keep to the terms and conditions of this Policy

   (b) Take reasonable steps to avoid and prevent claims

   (c) Take reasonable steps to avoid incurring unnecessary costs

   (d) Send everything We ask for, in writing, and

   (e) Report to Us full and factual details of any claim as soon as possible and give Us any information We need.

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10. **Claims under this Policy by a third party**
    Apart from Us, the Insured Person is the only person who may enforce all or any part by a third party of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the section in relation to any third-party rights or interest.

11. **Other insurances**
    If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, We will only pay Our share of the claim even if the other insurer refuses the claim.

12. **Law that applies**
    This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where Your business is registered. Otherwise the law of England and Wales applies.

    All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

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How to Complain

If You have an enquiry about Your Policy please contact Your insurance agent who arranged the Policy for You.

Our aim is to ensure that all aspects of Your insurance are dealt with promptly, efficiently and fairly. We are committed to providing the highest standard of service at all times.

If You have cause to make a complaint, You can do so at any time by following the steps outlined below.

How to make a complaint

You can contact Us at:

Email: complaints@archinsurance.com

Call: **0333 207 2268** (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK)

Post: Complaints Manager
Arch Insurance (UK) Limited
4th Floor, 10 Fenchurch Avenue
London EC3M 5BN

Or You can complete an online complaint form at:
https://insurance.archgroup.com/divisions/international/consumer-complaint/

For complaints relating to the Motor Legal Protections section, including complaints relating to the helplines and online tools, please contact:

Email: customer-relations@arag.co.uk

Call: **0344 893 9013** (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK)

Post: Customer Relations Department
ARAG Legal Expenses Insurance Company Limited
Unit 4a, Greenway Court
Bedwas, Caerphilly CF83 8DW

Further information is available from ARAG at: www.arag.co.uk/complaints

What should You include in Your complaint?

- Remember to state your name, policy number, claim number (if applicable), address, and telephone number (and email, if applicable), and whether you are acting on behalf of someone else.
- Briefly describe what your complaint is about - stating relevant dates and times, if applicable.
- List your specific concerns starting with the most important concern.
- Be clear about what you are hoping to achieve (for example an apology, explanation, etc.).
- State your preferred method of communication.

It will assist us if extra information and/or copies of relevant documents are attached to your complaint.

Dealing with Your complaint

- We will formally acknowledge your complaint within 5 (five) working days and let you know how We intend to deal with it.
- We will deal with your complaint in an open and honest way.
- We will make sure that your interactions with us in the future do not suffer just because you have made a complaint.

If you are making a complaint on behalf of somebody else, we will need their agreement to you acting on their behalf.

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Investigation

We aim to resolve concerns as quickly as possible.

If your complaint is complex, we will:

- let you know why we think it may take longer to investigate; and
- tell you how long we expect it to take; and
- give you regular updates on any progress made.

Outcome

- If we formally investigate your complaint, we will let you know what we have found, in keeping with your preferred form of communication.
- We will explain how and why we came to our conclusions.
- If we find that we got it wrong, we will tell you what and why it happened.

If We have not resolved Your complaint

If We do not succeed in resolving your complaint, or if You have not received a final response, within 8 weeks of the complaint being made, You may have the right to refer Your compliant to the Financial Ombudsman Service (FOS). You must do this within six months of receiving Our final response letter.

Contact details for the Financial Ombudsman Service (FOS) are:

Call:	**0800 023 4567**	(calls to this number are free from "fixed lines" in the UK)
or	**0300 123 9123**	(calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK)
Post:	The Financial Ombudsman Service Exchange Tower London E14 9SR	
Web:	www.financial-ombudsman.org.uk/make-complaint	
Email:	complaint.info@financial-ombudsman.org.uk	

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk.

Following this complaints procedure does not affect your right to take legal action.

Financial Services Compensation Scheme

The Insurers are covered by the Financial Services Compensation Scheme (FSCS).

If We are unable to meet our obligations, You may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at www.fscs.org.uk

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Privacy Notices

Arch Privacy Notice

Arch Insurance (UK) Limited ("Arch") is committed to safeguarding the privacy and security of all personal information held by Us. This notice explains who We are, the types of personal information We hold, how and why We use it, who We share it with, how long We keep it and Your data protection rights. Further details can be found within Our full privacy notice which is available on Our group website www.archgroup.com/privacy-policy/

Who We are

Arch is part of the Arch Capital Group Ltd. group of companies and is registered with the Information Commissioner's Office, registration number **Z2421416**. Arch is the Data Controller of the information You provide to Us for the products and services We provide to You.

Further information about Arch can be found at Our website listed above.

What personal information do We collect about You

We will collect personal information which may include Your name, telephone number, email address, postal address, occupation, date of birth, prior insurance history (including previous claims), details of the insurance product or service You wish to use and payment details (including bank account number and sort code). We may collect credit and anti-fraud information such as Your credit history.

We may also need to request and collect sensitive personal information such as details of relevant criminal offences and convictions or medical history. We will only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided.

How and why We use Your personal information

We will use Your personal information to:

- Provide quotations and set up Your Policy;
- Manage Your Policy and provide the products or services You have requested;
- Process claims, including the defence or prosecution of legal claims, and to investigate and prevent fraud;
- Develop new products and services;
- Undertake statistical analysis.

We may process Your personal information for the following reasons:

- For the purpose of managing Your insurance and any claims You make;
- It is necessary to meet the terms of an insurance contract with You or a third party on Your behalf;
- It is necessary to meet an obligation We have by law;
- It is in Our or a third party's legitimate interest, such as to prevent and detect fraud, performing data analytics for risk modelling purposes and for any sale, merger or takeover of all or part of Arch.

How We collect Your personal information

We may collect information about You from various sources, including:

- You or a representative such as a family member, Your insurance agent or employer;
- Other insurance companies or their representatives;
- Credit reference agencies;
- Anti-fraud databases or sanctions lists providers;
- Government agencies such as HM Revenue & Customs and the Driver and Vehicle Licensing Agency;
- Publicly available sources such as court judgments and electoral registers;
- Third-party service providers (such as a loss adjustor) or any third parties involved with a claim.

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Who do We share Your personal information with?

We may share Your information with:

- Third parties who help Us deliver Our products and services to You. This can include claims handlers, loss adjustors, legal representatives and data-storage providers;
- Your insurance agent;
- Other insurers and reinsurers;
- Credit reference bureaus and other financial firms involved in any financial payments;
- National anti-fraud databases and fraud prevention agencies including the Claims and Underwriting Exchange and the Motor Insurers Anti-Fraud and Theft Register;
- Auditors, regulators, police or law enforcement bodies and statutory or regulatory authorities, including but not limited to the Employer's Liability Tracing Office and the Motor Insurers' Bureau;
- Companies within the Arch Capital Group Ltd group of companies to help deliver Our products and services.

When We use third parties to deliver Our products and services, Your personal information will only be used for the provision and administration of the services provided to You. We require third parties to take all steps which are reasonably necessary to ensure that Your data is treated securely and in accordance with this notice.

The data We collect about You may be transferred to, and stored at, a destination outside of the United Kingdom ("UK") or the European Economic Area ("EEA"). We will ensure that such transfers of personal information are protected by appropriate contractual clauses and that the transfer of information complies with all relevant data protection laws.

We work in partnership with the MIB and associated not-for-profit companies who provide several services on behalf of the insurance industry. At every stage of Your insurance journey, the MIB will be processing Your personal information and more details about this can be found via their website: **mib.org.uk**. Set out below are brief details of the sorts of activity the MIB undertake:

- checking Your driving licence number against the DVLA driver database to obtain driving licence data (including driving conviction data) to help calculate Your insurance quote and prevent fraud;
- checking Your 'No Claims Bonus' entitlement and history;
- prevent, detect and investigate fraud and other crime, including, by carrying out fraud checks;
- maintaining databases of:
- insured vehicles (Motor Insurance Policy Database or Motor Insurance Database/MID);
- vehicles which are stolen or not legally permitted to be on the road (Vehicle Salvage & Theft Data or MIAFTR);
- motor, personal injury and home claims (CUE);
- Employers' Liability Insurance Policies (Employers' Liability Database);
- managing insurance claims relating to untraced and uninsured drivers in the UK and abroad;
- working with law enforcement to prevent uninsured vehicles being used on the roads; and
- supporting insurance claims processes.

How long We keep Your personal information for

We will not keep Your personal information for any longer than is necessary for the purpose for which it was provided, unless We are required to by law.

We will normally keep information for at least seven years after the termination or cancellation of a product, contract or service that We provide. In certain cases, We will keep Your information for longer, particularly for types of insurance for which a claim could potentially be made by You or a third party at a future date, even after Your contract with Us has ended.

Your rights relating to Your personal information

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