







## **Arch Motor Fleet Summary of Cover**

We are keen to work in partnership with You and avoid any misunderstandings.

#### **Summary of Cover**

This is a summary of the cover provided by Your Policy and does not contain the full terms and conditions of the cover, which can be found in the Policy document. It is important that You make a fair presentation of the risk to Us and read the document carefully when You receive it. Your cover depends on the choices You have made.

#### **Insurance Provider**

Your Insurer will be:

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

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Register Number 229887.

Certain sections within Your Policy wording may be covered by another named insurer.

#### **Sections of Cover, Features and Exclusions**

Your insurance includes the sections, features and exclusions which are detailed in Your Policy documents. Excesses apply to most claims; the amount will vary depending on the section of the Policy applicable and the claim being made. Specified limits apply to some of the benefits provided, please refer to the Policy for full details.

### **Types of Insurance**

This Policy provides cover for Your Vehicles, and is based on the following levels of cover:

Comprehensive

Fire and theft

Third party, fire and theft

Accidental damage, fire and theft

Third party only

The available cover under Your Policy depends on the level of cover You have selected.

## **Territory**

Your Policy provides cover for Your Vehicles in the United Kingdom. Foreign use cover applies to Cars and Commercial Vehicles within member countries of the European Union, Andorra, Bosnia-Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino, Serbia, Switzerland and the Vatican City. Use in other countries or vehicles other than shown above may be covered. You should contact Us and if We agree to provide cover; however, We may require an additional premium.

## **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.

#### **Policy Term and Premium Payment**

The duration of the Policy is 12 months from cover inception date, or as detailed in Your Policy Schedule.

Your insurance agent will tell You how You can pay the premiums.

# **Motor Fleet Policy**

Cover, Features and Benefits	Comprehensive	Third Party Fire and Theft	Third Party Only
Liability to others in respect of death or injury (unlimited)	✓	✓	✓
Liability for damage to other peoples' property (limit £20,000,000 for Cars and £5,000,000 for all other Vehicles)	✓	✓	✓
Legal costs: incurred with Our written consent in connection with a claim against You	✓	✓	✓
Duty of care: Health and Safety; Corporate Manslaughter legal costs	✓	<b>✓</b>	✓
Liability to others whilst towing a Trailer, caravan or broken down vehicle	✓	✓	✓
Loss or damage to Your Vehicle	✓	Fire and Theft claims only	×
Misfuelling damage	✓	×	×
Glass repair or replacement (unlimited)	✓	×	×
New Vehicle replacement (Cars and Commercial Vehicles 7.5T or less which are less than one year old)	✓	Fire and Theft claims only	×
Audio, visual, communication, guidance or tracking equipment	✓	Fire and Theft claims only	×
Electric & hybrid Vehicles: including electric charging wall box along with charging cable and/or connector & electric vehicle battery damage including power surge	✓	Fire and Theft claims only	×
Personal belongings (limit £500) plus child seat	✓	×	×
Medical expenses (limit £500)	✓	×	×
Personal accident (limit £10,000)	✓	×	×
Foreign travel for Cars and Commercial Vehicles	✓	✓	✓
Motor Legal Protection Provided by ARAG Legal Expenses Insurance Company Limited (ARAG): Assistance with recovering uninsured losses if involved in a non-fault accident (limit £250,000) includes hire assist; a small hire van provided free of charge for up to 14 days if Your Vehicle is stolen or not able to be driven due to fire damage. Plus additional support helplines.	✓	✓	✓

#### **Significant Exclusions and Limitations**

#### Please refer to Your Policy document for full details.

- liability, loss or damage arising while any Vehicle:
  - is being used for a purpose which is not insured, or to carry a load which is more than it was constructed to carry or more than the specified maximum capacity, use for racing or similar activity.
  - driven by anyone not specified to drive, specifically excluded, disqualified from driving, never held a licence to drive the Vehicle, or is prevented by law from having a licence.
- loss of use, wear and tear, failures, breakdowns, or breakages of mechanical, electronic or computer equipment, damage to tyres, unless caused by an accident.
- loss or damage to Your Vehicle or its contents by theft, attempted theft or an unauthorised person taking and driving it will not be covered if Your Vehicle was not locked, the keys were in or on Your Vehicle, any window, roof panel, or the roof of a convertible vehicle, was not fully closed or properly secured, or reasonable precautions were not taken to protect Your Vehicle or its contents from theft or unauthorised use.
- any legal liability caused directly or indirectly by terrorism or any similar event. This exclusion does not apply
  where such liability is required to be covered under the Road Traffic Acts or to damage to Your Vehicle.
- death or injury to any employee of the person insured which arises out of or in the course of such employment except where such liability is required to be covered under the Road Traffic Acts.
- liability, loss or damage that is also covered by any other insurance.
- any accident, injury, loss or damage whilst any Vehicle is being used in or on an airport or airfield.
- loss of or damage to Your Vehicle caused by someone who obtained it by fraud or deception.
- loss of or damage to any property being carried in or on a trailer.
- liability, loss or damage arising from or connected with programming or operator error, network failure, malicious programming (i.e. trojan horses), unauthorised access, processing failure, hoax or threat of such events.
- Electric and hybrid Vehicles cover equipment categorised as Mode 1 or 2 under reference standard IEC 61851-1; 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.
- Motor Legal Protection section: claims where the lawyer appointed for You does not believe that You will be more likely than not to win Your case, and the choice of Your own lawyer (except when legal proceedings start or if there is a conflict of interest).

#### Your Obligations- Applicable to all sections unless otherwise stated

#### Please refer to Your Policy document for full details.

## You must:

- Make a fair presentation to Us of the risk at the start, renewal or variation of the Policy.
- Tell Us immediately if there are changes to the risk which may affect the Policy.
- Maintain Your Vehicle in a roadworthy condition.
- Take all reasonable steps to avoid injury, damage or any other claim.
- Comply with the terms and conditions of the Policy generally, and in each applicable section.
- Cooperate with the insurers in the event of a claim.
- Pay the premium.

#### Tell Us immediately, through Your insurance agent, if You are unable to comply with any term of the Policy.

#### **Changes and Cancellation**

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

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

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

We may cancel this Policy or any part thereof by giving 7 days' notice to You at the most recent postal or email address which We have on file.

## How to make 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.

# ACCIDENT, FIRE, THEFT, VANDALISM AND WINDSCREEN CLAIMS 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.

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.

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: <u>ukmotorclaims@archinsurance.com</u>

#### 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

## 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

### **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

## **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 4<sup>th</sup> Floor, 10 Fenchurch Avenue

London FC3M 5BN

Or You can complete an online complaint form at:

https://insurance.archgroup.com/divisions/international/consumer-complaint/

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

Email: <a href="mailto:customer-relations@arag.co.uk">customer-relations@arag.co.uk</a>

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

## 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: <a href="www.financial-ombudsman.org.uk/make-complaint">www.financial-ombudsman.org.uk/make-complaint</a>
Email: <a href="complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk/make-complaint</a>

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 <a href="https://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>.

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



#### **Arch UK Regional Division**

**Arch Insurance (UK) Limited**, 4th Floor, 10 Fenchurch Avenue, London, EC3M 5BN – (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.