

# Minibus Plus

## Policy Documentation



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# **Minibus Plus Policy Document**



**QBE**

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# Welcome to your insurance policy

Welcome to **your policy** that provides motor insurance cover for **your vehicle**. **Your** cover is made up of a number of sections. Depending upon the level of cover selected and paid for not all sections will apply. Please refer to **your schedule** and the 'Policy cover index' below.

This **policy** forms part of **your** legal contract with **us** and defines exactly what **you** are covered against. Please read the **policy** carefully and if you have any questions or coverage that requires clarification please contact us on:

QBE Insurance (Europe) Limited, Mill Court, Mill Street, Stafford ST16 2AX  
tel: +44 [0]845 60 20 983 fax: +44 [0]0845 60 20 984  
Web: [www.qbeurope.com/motor](http://www.qbeurope.com/motor)

In order to provide the cover and services **you** require **we** have enlisted the support of other firms so not all the services or insurance protection by this **policy** are provided by **us**.

Sections 1 to 13 **QBE** provide insurance cover for all these sections.  
Section 14 **AA** provide the services by this section.  
Sections 15 **Acromas** provide the insurance and services by these sections.  
Section 16 **Lawclub** manage these claims by this section.

## Policy cover index

**You** may elect to insure for Comprehensive cover, Third Party Fire and Theft or just Third Party cover. **Your schedule** shows which cover **you** have elected to buy.

In each case sections 14 and 15 are inoperative unless shown on **your schedule** that **you** have paid the additional premium to include these optional benefits,

The insurance sections of the **policy** that apply for the different covers are:

Cover	Policy Sections that are in force and apply to your cover
COMPREHENSIVE	Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 16 apply.
THIRD PARTY FIRE AND THEFT	Sections 2, 3, 6, 7, 8, 9, 10, 11 and 13 apply. Sections 2 & 3 are inoperative except for <b>accident</b> recovery and loss or damage caused directly by <b>fire</b> or theft.
THIRD PARTY ONLY	Sections 7, 8, 9, 10, 11 and 13 apply. Section 2 is inoperative except for <b>accident</b> recovery

## How to claim

If **you** want to make a claim or otherwise seek assistance under this **policy**, contact **your** intermediary (if any) at the first instance.

If **you** wish to contact **us**, telephone the QBE Helpline:

**0800 389 1708**

*for breakdown assistance and claims 24 hours a day, 365 days a year*

When telephoning please follow these simple steps:

- advise the operator that **you** are a QBE insured person and have **your** policy number ready, (also quote the Master Policy number 36521 where the claim is for legal services and advice). This will enable **your** incident coordinator to find **your** records quickly and provide the level of service that **you** expect.
- quote **your vehicle** registration number.
- advise **your** incident coordinator of the location of **your vehicle** and the nature of the fault.

The incident coordinator will record details of the incident and will be able to confirm:

- how to proceed and what form of assistance would be the most appropriate for **you**.
- whether **your policy** covers **you** for the incident.
- any **excess** that **you** will have to pay.
- all the steps involved in the process of making a claim.

If the incident is covered **we** will arrange for:

- **your vehicle** to be recovered;
- a safe passage home for **you** and **your** passengers;
- **your** incident coordinators to talk **you** through the claims process

**You** will be sent a pre filled claim form and contacted by an incident coordinator to confirm the details that **you** have already provided to the Helpline. All **you** need to do is add any relevant information, check and sign it.

If the incident is not covered under **your policy we** may still be able to assist **you**. However a charge may be made.

**Please note: Claims for loss or damage to any glass may be limited if not reported to the QBE Helpline.**

### UK Accident Recovery

If **you** want to make a claim under this section of the **policy**, when an **accident** occurs in the:

- **United Kingdom**, telephone the QBE Helpline

**0800 389 1708**

- Republic of Ireland, telephone:

**1800 535 005**

### Breakdown Assistance

If **you** require breakdown assistance, remember always call the QBE Helpline first who will arrange with the **AA** for someone to come out and help **you**.

Please do not go ahead and make **your** own arrangements, as the **AA** cannot reimburse costs incurred without their prior authorisation.

This is not a claim service.

## European Breakdown Assistance

In the event of an emergency or claim on the continent, contact the appropriate control centre as shown below.

**00 0800 42 43 24 44** (freephone)

Alternatively within France: **Call 04 72 17 12 03**

Or from any other location: **Call 00 33 472 17 12 03**

### **24 hour help line**

In Continental Europe all assistance is coordinated through the **AA** Continental Control Centre, where a team of multi-lingual incident managers is waiting to help **you**.

When calling for assistance, please advise the incident manager of the following details:

- **your** name.
- that **you** are a **QBE** policyholder with European Cover.
- **your** location and telephone number.
- the make and registration number of **your vehicle**.

Cover is provided in the following countries of mainland Europe:

Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden and Switzerland.

In case of difficulty with private telephone subscribers - garages, hotels, etc., the French text below indicates that no charge will be incurred by the private subscriber for the telephone call:

Attestation de gratuite d'appel La Direction Generale des Telecommunications certifie qu'a compter du 1.07.1983, le coGt de tout appel telephonique effectue b destination d'un numbro commeneant par 0800 est automatiquement pris en charge par l'abonne destinataire de cet appel.

The dialling codes were believed to be correct at the time of printing (November 2010). However, they are liable to change without notice. In case of difficulty in being connected, please check with the international telephone operator for the country **you** are in.

## **IMPORTANT**

On all Continental Motorways use roadside telephones. **You** will not be connected to the **AA** Control Centre but with the Police or authorised motorway service, who will send a breakdown recovery vehicle. In France the same procedure applies if **you** break down on a motorway service area. **You** may have to pay labour and towing charges on the spot, which **you** can reclaim on **your** return to the UK. If **you** are towed from a motorway, contact **our** Control Centre as soon as possible.

For **our** joint protection, calls may be recorded and/or monitored.

## **FOR LEGAL SERVICES AND ADVICE**

For advice on any personal legal matter, contact Lawphone Legal Helpline on:

**0870 241 4140**

**24 hours a day, 365 days a year**

## **FOR ALL CLAIMS**

Please read the general claim procedure and conditions under section 18.

***Claims made in respect of any accident arising while on travel after the first 30 days from the date of travel will be subject to an additional excess of 100% of the excess stated in the schedule.***

# Your cancellation rights

## Cooling off period

If **you** are an individual or sole trader, including a partnership in England and Wales, then **you** have the right to cancel **your policy** during a period of 14 days either from the day of conclusion of the contract or the day on which **you** receive **your policy** documentation, whichever is the latter.

If **you** wish to do so and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid. If cover has commenced and provided you have not submitted and do not intend to submit a claim, we will refund your premium less a charge of forty pounds (GBP40). In order to cancel **your policy** during a period of 14 days, please contact **your** intermediary (if any) at the first instance. If you wish to contact us, please do so at the following address:

QBE Insurance (Europe) Limited, Mill Court, Mill Street, Stafford ST16 2AX  
tel: +44 [0]845 60 20 983 fax: +44 [0]845 60 20 984  
Web: [www.qbeeurope.com/motor](http://www.qbeeurope.com/motor)

**You** should also return **your certificate of motor insurance** as soon as possible after cancellation.

If **you** are not an individual or sole trader, including a partnership in England and Wales, there is no cooling off period under this **policy**.

## After commencement of cover

If the terms of the cooling off period do not apply and **you** wish to cancel **your policy** after the insurance cover has already commenced, please contact your intermediary (if any) at the first instance.

**You** may cancel this **policy** at any time by letter, returning this document and the **certificate(s) of motor insurance** or insurance disc(s) to **our** registered address.

If you wish to contact us, please do so at the following address:

QBE Insurance (Europe) Limited, Mill Court, Mill Street, Stafford ST16 2AX  
tel: +44 [0]845 60 20 983 fax: +44 [0]845 60 20 984  
Web: [www.qbeeurope.com/motor](http://www.qbeeurope.com/motor)

In the event of **your** cancellation of this **policy**, **you** will be entitled to a pro rata refund of the premium paid less a charge of forty pounds (GBP40). However such refund is subject to:

- a) the **policy** being an annual contract; and
- b) no claims having being recorded notified or to be notified in the current **period of insurance**.

If **you** have made a claim or if one has been made against **you** during the **period of insurance**, **you** will not be entitled to a refund of the premium.

However, if **you** do not exercise **your** right to cancel **your** policy, it will continue in force for the term of the policy and **you** will be required to pay the full premium as stated.

## Our cancellation rights

**We** may cancel this document by giving seven (7) days notice by recorded delivery to **your** last known address (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland) but:

- a) where the premium or any part thereof was paid with the benefit of a finance agreement; and
- b) there remains any sum outstanding (whether or not date of repayment of the said sum or any part thereof has fallen due) by **you** to the provider of the finance (referred to hereafter as the finance company) at the date of **our** cancellation

**we** may deduct from the sum otherwise payable to **you**, all or part of the sum outstanding by **you** to the finance company provided that the sum thereby deducted is paid directly by **us** to the finance company.

Subject to the above, **you** will be entitled to a pro-rata return of premium upon receipt of the **certificate(s) of motor insurance** or insurance disc(s).

# Complaints procedure

## What should you do?

**We** take all complaints seriously and endeavour to resolve all customers' problems promptly. However, any complaint should be reported to **us** through **your** intermediary (if any).

If **you** wish to contact **us** directly then please do so at:

Portfolio Manager  
QBE Insurance (Europe) Limited, Mill Court, Mill Street, Stafford ST16 2AX  
tel: +44 [0]845 60 20 983 fax: +44 [0]845 60 20 984  
Web: [www.gbееurope.com/motor](http://www.gbееurope.com/motor)

Please quote **your policy** number or claim number as appropriate in any correspondence.

A summary of **our** complaint handling procedure is available on request and will also be provided to **you** when acknowledging a complaint. Please see below as regards any complaint that **you** wish to make against the **AA**.

## Financial Ombudsman Service

If, after making a complaint, **you** feel that the matter has not been resolved to **your** satisfaction then **you** may be eligible to refer the matter to the Financial Ombudsman Service. If **you** are an eligible complainant **you** may contact:

The Financial Ombudsman Service South Quay Plaza 2  
183 Marsh Wall, Docklands, London E14 9SR  
Tel: consumer helpline: 0845 080 1800 Fax: 020 7964 1001  
E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Making a complaint to the Financial Ombudsman Service (FOS) does not affect **your** rights under this **policy**, but if **you** are not an eligible complainant then the informal complaint process ceases.

## About the Financial Ombudsman Service (FOS)

Eligible complainants are:

- a) private individuals, or
- b) micro-enterprises'.

'Micro-enterprises' will be able to bring complaints to the ombudsman as long as they have an annual turnover of under EUR2 million and fewer than ten (10) employees.

The FOS will only consider a complaint if **you** are an eligible complainant and if:

- **we** have been given an opportunity to resolve it; and
- **we** have sent **you** a final response letter and **you** have referred **your** complaint to the FOS within six (6) months of **our** final response letter; or
- **we** have not responded to **your** complaint with a decision within eight (8) weeks of **you** making a complaint.

## Section 14 and 15 only –The Automobile Association Limited

In the event that **you** have either a compliment or a complaint, the **AA** really wants to hear from **you**. **AA** welcome **your** comments as they give the **AA** the opportunity to put things right and to improve the service.

**Please phone AA on 0845 6076727 (Text phone users can ring: 0845 8501207)**

or write to:

Customer Support, AA, Fanum House, Basingstoke, Hampshire RG21 4EA

Fax : 01256 492306 E-mail : [CustomerSupport@theAA.com](mailto:CustomerSupport@theAA.com)

Where **you** are refused service by the **AA**, either in whole or in part, **you** have the right to an explanation from the **AA** in writing.

It is the **AA's** policy to acknowledge any complaint within five (5) working days, advising **you** of who is dealing with **your** concerns, and attempt to address them. If investigations take longer, a full response will be given within twenty (20) working days or an explanation of the **AA's** position with timescales for a full response.

## Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations under this contract.

Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme 7th floor, Lloyds Chambers, Portsoken Street, London E1 8BN or from their website [[www.fscs.org.uk](http://www.fscs.org.uk)].

# 1 Your contract of insurance

- 1.1 This Minibus Plus Policy is an agreement between **you** and **us**. This document, together with its **schedule** and any endorsements is the **policy** which sets out **your** insurance cover. It is a legal contract so please read all of it carefully.
- 1.2 Words in bold type face used in this **policy**, other than in the headings, have specific meanings attached to them as set out in the 'Definition of terms' section of this document.
- 1.3. All information including any proposal form and declaration and any statements supplied by **you** in connection with the application for this insurance has been relied upon by **us** in entering into this contract of insurance and such information forms the basis of this **policy**. Any non-disclosure or misrepresentation by **you** may result in the exclusion of payment or a reduction to **your** claim payment where the information is directly related to the cause of the claim.
- 1.4. If, either before or during the **period of insurance**, **you** become aware of any changes to **your** circumstances which may affect this insurance or any other material facts, please advise **us** or **your** insurance adviser (if any) immediately in writing.
- 1.6. In return for payment of the premium on or before the inception date of this insurance, **we** will provide insurance in accordance with the policy cover shown in the **schedule** in respect of **accident**, injury, loss or damage occurring within the **territorial limits** during the **period of insurance**.
- 1.7. In evidence of **our** intention to be bound by this insurance, **we** print the signature of **our** Managing Director of Motor below.

A handwritten signature in black ink, appearing to read "Motor", is written over a horizontal line.

## 2 Loss of or damage your vehicle

### 2.1 Loss of or damage to your vehicle or accessories

2.1.1 If **your vehicle** is lost, stolen or damaged during the **period of insurance**, we may, at our option, either:

- a) pay for **your vehicle** to be repaired; or
- b) replace **your vehicle**; or
- c) pay in cash the amount of the loss or damage;

except that the maximum amount **we** will pay will be the **market value** of **your vehicle** immediately prior to the loss or damage.

2.1.2 If **your accessories** (but not audio equipment) and spare parts relating to **your vehicle** whilst in or on **your vehicle** are lost, stolen or damaged during the **period of insurance**, we will pay for such loss in the same manner as stated in 2.1.1.

2.1.3 **Your vehicle** audio equipment is only covered if such equipment has been designed to be removable or partly removable and cannot function independently of **your vehicle**. **We** will also pay for loss or damage to **your vehicle's** audio equipment when it is away from **your vehicle**:

- a) whilst in **your** private garage; or
- b) whilst temporarily removed for purposes of security or maintenance.

### 2.2 Trailers

2.2.1 The insurance by section 2 is extended, for the same level of cover – see Policy cover index – stated in the **schedule**, to cover any **trailer**:

- a) attached to **your vehicle**;
- b) on premises **you** own or occupy;

2.2.2 Except that no cover will operate in respect of:

- a) any **trailer** or disabled mechanically propelled vehicle whilst it is being towed otherwise than in accordance with the law;
- b) any **trailer** with plant permanently attached.

2.2.3 The maximum amount **we** will pay in respect of any claim for loss or damage to any one **trailer** shall not exceed GBP5,000 during any one **period of insurance**.

### 2.3 United Kingdom accident recovery

2.3.1 If **your vehicle** is disabled through loss or damage that is covered by this **policy** and that occurs within the **United Kingdom** then **we** will pay the reasonable cost of:

- a) protection and removal to the nearest repairers;
- b) delivery to **you** after repair but not exceeding the reasonable cost of transporting **your vehicle** to **your** address in the **United Kingdom**.

2.3.2 Whilst in the **United Kingdom** **we** can arrange for the protection and removal of **your vehicle** to the nearest repairers. **We** will also arrange the following at no cost to **you**:

- a) someone to come out and help. If **your vehicle** cannot be made roadworthy immediately it will be taken to **our** nearest approved repairer. **Your vehicle** can be taken to a repairer of **your** choice, if this is nearer, but this may lead to delays in arranging the repairs to **your vehicle**. This rescue service also applies when an **accident** occurs in the Republic of Ireland.
- b) the onward transmission of any messages on **your** behalf to a member of **your** family or a friend

## 2.4 New vehicle replacement

2.4.1 We will replace **your vehicle** with a new vehicle of the same make and specification (subject to availability) if within twelve (12) months of purchase new by **you**:

- a) any repair costs, relating to a valid claim under this policy, exceeds 60% of the list price (including vehicle tax and VAT) at the time of purchase or;
- b) **your vehicle** is stolen and not recovered.

2.4.2 Replacement is subject to:

- a) **your vehicle** being owned by **you** or having been purchased by **you** under a hire purchase agreement (any vehicle the subject of any type of leasing or contract hire agreement is not eligible for replacement);
- b) the agreement of any interested hire purchase company;
- c) **you** being the first registered owner of the vehicle.

## 2.5 Excesses standard

2.5.1 If **your vehicle** (including its **accessories** and spare parts) sustains loss or damage by **accident, fire, theft, or malicious damage, you** will have to pay the amount shown in the **schedule** in respect of the person driving or in charge of the vehicle at the time of the loss or damage.

2.5.2 These **excesses** apply in addition to any voluntary or any other compulsory **excesses** that may apply.

2.5.3 If **you** are only claiming for loss or damage to the glass in **your vehicle's** windscreen, sunroof, or windows, or for any scratching of the bodywork arising solely from the breakage of glass then the only **excess** that applies is that shown specifically in respect of glass on **your certificate of motor insurance**.

2.5.4 The **excess** for glass:

- a) will not apply when the glass is repaired rather than replaced.
- b) overrides any other general **excess** that would otherwise apply to glass claims.

## 2.6. Exceptions to section 2 of your policy

**Your** policy does not cover the following:

2.6.1. loss of use on account of the event giving rise to a claim

2.6.2 depreciation, wear and tear

2.6.3 mechanical, electronic, computer, electrical failures or breakages.

2.6.4. damage to tyres by application of brakes or by puncture cuts or bursts.

2.6.5. loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

2.6.6. loss of market value following repair.

2.6.7 theft or attempted theft of **your vehicle** if:

- a) **your vehicle** has not been secured by means of the door and boot locks or if the windows or any form of sliding roof, sliding door, hood or removable panel roof have been left open or unlocked when **your vehicle** is parked and unattended; and
- b) the immobiliser fitted by the vehicle manufacturer or fitted post manufacture or as specified and agreed by **us** has not been maintained in working order at all times and has not been activated when **your vehicle** is parked and unattended; and
- c) the keys or other device which unlocks **your vehicle** have been left in or on **your vehicle** or not removed to a safe and secure place.

- 2.6.8 loss of or damage to **your vehicle** arising from it being impounded as a result of a road traffic accident or vehicle licence offence or Custom and Excise offence or under the provisions of the 4th EU Motor Insurance Directive (Motor Insurance Database) or for any penalties imposed because of the incorrect disposal of **your vehicle** deemed to be an End of Life Vehicle (ELV) following settlement on a total loss basis and where **we** did not retain the salvage for disposal.
- 2.6.9. any amount in excess of GBP2,000,000 in connection with any occurrence or series of occurrences arising out of one event.
- 2.6.10 any amount in excess of GBP500 in respect of loss or damage to audio and visual equipment forming an integral part of the vehicle.

## 3 Personal effects

### 3.1 Loss or damage to personal effects

**We** will pay **you** (or at **your** request, the owner) for loss or damage to rugs, clothing or **personal effects** caused by **fire**, theft, or **accident** whilst they are in or on the vehicle. The maximum amount payable for any one incident is GBP100.

### 3.2 Exceptions to section 3 of your policy

**Your** policy does not cover the following:

- 3.2.1 any amount in excess of GBP100 in connection with any occurrence or series of occurrences arising out of one event;
- 3.2.2 money, stamps, tickets, documents or securities;
- 3.2.3 goods or samples carried in connection with any trade or business;
- 3.2.4 the first GBP100 of any claim arising from **fire**, theft, or malicious damage unless **your vehicle** is in a locked garage at the time of the incident. Where this **excess** applies and there are simultaneous claims for loss or damage arising from **fire**, theft or malicious damage under other sections of the policy, all such claims will be combined and only one **excess** applied.

### 3.3 Conditions to section 3 of your policy

If the person claiming the insurance protection provided by this section fails to observe the terms, exceptions and conditions of this policy insofar as they can apply then no indemnity is provided to such persons.

## 4 Glass in windscreen, sunroof or windows

### 4.1. Glass damage

**We** will pay **you** for loss or damage to any glass in the windscreen, sunroof or windows of **your vehicle** or scratching of bodywork arising directly and solely from glass breakage provided that:

- 4.1.1 replacement will only be offered if a repair is not possible; and
- 4.1.2 any payment solely for repair or replacement of glass in the windscreen, sunroof or windows of **your vehicle** (or scratching of bodywork arising directly and solely from glass breakage) will not prejudice **your** No Claim Discount; and
- 4.1.3 **you** use the QBE Helpline. If any other contractor is used, a limit of £150 will be applied.

## 5 Replacement locks

### 5.1 Lost or stolen locks

5.1.1 If the vehicle keys or lock transmitter of **your vehicle** is lost or stolen and;

- a) **you** can establish to **our** satisfaction that any person who may have possession of **your** keys or transmitter, knows the identity or garaging address of **your vehicle**, **we** will pay the cost of replacing the:
  - i) affected locks;
  - ii) lock transmitter and central locking interface;
  - iii) affected parts of the alarm and/or immobilizer;
- b) the identity or garaging address of **your vehicle** is not likely to be known by any person who may have possession of **your** keys or transmitter, **we** will only pay for the replacement of **your** keys.

Provided that

- c) the loss of the keys or lock transmitter of **your vehicle** has been reported to the police.

**Your** No Claim Discount will not be disallowed solely as a result of a claim under this section.

### 5.2 Exceptions to section 5 of your policy

**We** shall not be liable under this section for the cost of replacing any alarms or other security devices used in connection with **your vehicle**.

The cover by this section will not apply and no payment will be made if **you** elected to insure for Third Party, Fire and Theft or for Third Party insurance only.

## 6 Payment to the owner

### 6.1 Hire purchase or leasing agreement

If to **our** knowledge **your vehicle** is subject to a hire purchase or leasing agreement any payments will be made to the owner described in that agreement whose receipt will be a full and final discharge to **us**.

### 6.2 Exceptions to section 6 of your policy

The cover under this section will not apply

- 6.2.1 if the owner can claim under another insurance; or
- 6.2.2 if the owner fails to observe the terms exceptions and conditions of this **policy** as far as they can apply; or
- 6.2.3 for any amount which exceeds the **market value** of **your vehicle** at the time of the loss or damage.

## 7 Liability to third parties

### 7.1. Your liability to third parties

7.1.1. If arising out of the use of **your vehicle** it is involved in an **accident** or an **accident** occurs in direct connection with loading or unloading **your vehicle**, **we** will indemnify **you** against liability at law for damages and claimant's costs in respect of death or bodily injury to any person or damage to any **property** resulting from the **accident**.

**We** will also indemnify:

- 7.1.2. any person permitted by the **schedule** and **certificate of motor insurance** to drive **your vehicle**;
- 7.1.3. at **your** request, any passenger or person (other than the person driving) whilst travelling in, on or getting into or out of **your vehicle**;
- 7.1.4. the owner of **your vehicle** as though they were **you**;
- 7.1.5. following the death of anyone covered by this insurance, that person's legal representative for any liability incurred by that person.

### 7.2. Liability costs and expenses

If arising out of the use of **your vehicle** it is involved in an **accident** or an **accident** occurs in direct connection with loading or unloading **your vehicle**, **we** will at **our** option:

- 7.2.1. **Defence expenses**  
pay the legal fees and costs incurred in dealing with or defending any action at law by which damages in respect of such death, bodily injury or damage are claimed against any person covered by this insurance;
- 7.2.2. **Fatal inquiry expenses**  
pay the solicitors' fees for representation at any Coroner's inquest or fatal inquiry in respect of such **accident** or for defending in any criminal proceedings relating to such **accident**.
- 7.2.3. **Manslaughter defence expenses**  
pay the legal expenses in respect of any proceedings taken against a person insured under this insurance for manslaughter, or reckless or dangerous driving causing death, in respect of his or her driving at the time of the **accident**;
- 7.2.4. **Emergency medical treatment costs**  
emergency medical treatment as required by the **Road Traffic Act**:

Provided that

the person claiming indemnity under clause 7.2 and any person on whose behalf indemnity is claimed shall have complied with the terms and conditions contained in the **policy**.

### 7.3. Your liability to third parties – cover extensions

#### 7.3.1 Towing

The insurance cover provided by clause 7.1 and 7.2 is extended to include liability incurred following an **accident** caused by the towing of a **trailer** or disabled mechanically propelled vehicle by **your vehicle** except that **we** shall not be liable:

- a) for damage to the **trailer** or disabled mechanically propelled vehicle being towed nor for any load carried in or on it;
- b) if the disabled mechanically propelled vehicle is being towed for hire or reward.

### 7.4. Liability to third party limitations and exceptions

Under this section **we** will not cover and will not pay:

#### 7.4.1. Maximum payment limit

any amount in excess of:

- a) GBP5,000,000 in respect of any one **accident** or series of **accidents** arising out of

one event for damage to property arising out of use of **your vehicle** not being a motor cycle or **private car**;

- b) GBP20,000,000 in respect of any one **accident** or series of **accidents** arising out of one event for damage to property arising out of use of any motor cycle or **private car**;
- c) GBP5,000,000 or such greater sum as may in the circumstances be required by the **Road Traffic Act** in respect of all claims consequent on one originating cause of **terrorism**

but unlimited in respect of death or bodily injury to third parties regardless of the type of **your vehicle**.

#### 7.4.2. **Aircraft and aircraft sites**

for loss, damage, death or bodily injury whilst **your vehicle** is being used in that part of an aerodrome or airport provided for the take-off and landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment areas, and those parts of passenger terminals which come within the customs examination area except where such liability is required to be covered by the **Road Traffic Act**.

#### 7.4.3. **Fines, penalties**

for liability for fines, penalties, punitive or exemplary damages.

#### 7.4.4. **Injury from employment**

for liability for death or injury to **your** employee, partner or any director of the **policyholder** which arises out of or in the course of their employment, except where such liability is required to be covered by the **Road Traffic Act**.

#### 7.4.5. **Loading and unloading your vehicle**

liability for death, bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the:

- a) bringing of the load to **your vehicle** for loading thereon, or
- b) taking away of the load from **your vehicle** after unloading.

#### 7.4.6. **Property owned or in custody**

This insurance does not cover liability for loss of or damage to:

- a) any premises belonging to or occupied by **you** or any other person entitled to or claiming indemnity under this section or any fixtures and fittings therein;
- b) any other property owned by **you** or in **your** custody or control or that of any other person entitled to or claiming indemnity under this section;
- c) any property or load being conveyed by **your vehicle** or any trailer owned by **you** or in **your** care or that of any other person entitled to or claiming indemnity under this section;

except in so far as may be required by the Road Traffic Acts but in any event not for any amount in excess of the minimum requirements thereunder.

#### 7.4.7. **Pollution**

liability for all loss, damage, injury or death directly or indirectly caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**, except where such liability is required to be covered by the **Road Traffic Act**.

For the purposes of this exception pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere.

#### 7.4.8. **Property in your care and control or being carried in your vehicle**

for liability for loss of or damage to property:

- a) belonging to or in the care of anyone **we** insure who claims under this section;
- b) being conveyed by **your vehicle** or any **trailer** owned by or in **your** care or that of any other person entitled to or claiming indemnity under this section.

#### 7.4.9. **Tool of trade use**

liability for an **accident** arising out of the operation as a tool of **your vehicle** or **trailer** except in so far as may be required by the **Road Traffic Acts**.

## 8 **Payment to principals**

8.1 Where **your vehicle** is being used in connection with contract work on behalf of a **principal we** will insure the **principal** against any legal liability arising from such use provided that:

8.1.1 **you** would have been able to claim under the **policy** had the claim been made against **you**; and

8.1.2 **you** have arranged or will arrange with the **principal** for **us** to have full conduct and control of all claims for which **we** may be liable under this section.

### 8.2 **Exceptions to section 8 of your policy**

The cover under this section will not apply

8.2.1 in respect of death or bodily injury to any employee of the **principal** arising out of or in the course of their employment; or

8.2.2 in respect of any amount payable by the **principal** under an agreement which would not have been payable in the absence of such an agreement; or

8.2.3 in respect of injury to the **principal** for any amount which **we** may be liable under this section but for which amount **you** would not have had to pay but for such an agreement; or

9.2.4 in respect of damage to property belonging to or held in trust by or in the custody or control of the **principal** for any sum which exceeds the insured value of such property as declared by the **principal** for which insurance is obtained.

## 9 **Continental use**

### 9.1. **Continental use cover**

9.1.1. In respect of any **accident** arising in any:

- a) member country of the European Union;
- b) other country for which the commission of the European Union is satisfied that arrangements have been made to meet the requirements of EU Directives on insurance (see Clause 20 – Definitions of Terms);

**we** will provide the minimum indemnity necessary to comply with the laws relating to compulsory insurance of motor vehicles in that country. But if the minimum level of cover required by the law of Great Britain is higher, then **we** will continue to provide the level of cover applicable in Great Britain.

9.1.2 In addition while **your vehicle** is operated outside the **United Kingdom**, **we** will provide the same level of cover stated in the **schedule** for the **United Kingdom**

- a) including sea or rail transit between ports in the countries specified in 9.1.1 including the processes of loading and unloading, provided that such transit shall be by any recognised sea passage, be of no longer than sixty five (65) hours duration and be concluded before expiry of the period of the Green Card;

provided that such cover shall

- i) not exceed a period of 30 (thirty) days from the date of **your** travel outside **United Kingdom** and
- ii) not be applicable for business use of **your vehicle**; and
- iii) not apply to any country outside the **territorial limits** stated in the **schedule**.

9.1.3 The period of 30 (thirty) days under clause 9.1.2 can be extended to a further period as agreed upon by **us** provided that **you**

- i) contact **us** for such extension prior to your travel to any country within the **territorial limits** and
- ii) pay an additional premium for such extension.

9.1.4 Claims made in respect of any accident arising while on travel to any other country within the **territorial limits** during the extended period provided under clause 9.1.3 will be subject to an additional excess of 100% of the **excess** stated in the schedule.

## 9.2. Extensions to foreign use cover

### 9.2.2. General Average

**We** will indemnify **you** against general average contribution, salvage, sue and labour charges incurred and any customs duty arising out of the transportation of **your vehicle** by sea provided that:

- a) **your vehicle** is **insured** against loss or damage by Section 2 of this **policy**; and
- b) the contribution relates to the value of **your vehicle** as agreed and shown in the **schedule**;

except that the **insurer** shall not be liable for customs or excise duties or charges.

# 10 Injury to the driver and passengers

## 10.1. Accident injury benefits

**We** will pay **you** or, at **your** request, the injured party the benefits set down in the schedule of benefits below if an **insured person** sustains **bodily injury** whilst travelling in, on, mounting or dismounting from **your vehicle** as a direct result of an **accident**, during the **period of insurance** involving **your vehicle** providing it was being driven by a person authorised to drive by the **certificate of motor insurance**

Schedule of Benefits	not exceeding the limit of indemnity per insured person	
<b>Insured section – Personal Accident</b>		
Death	GBP	30,000
<b>Permanent total disablement</b>	GBP	30,000
<b>Permanent disablement:</b>		
100% amount	GBP	30,000
<b>loss of limb(s)</b> (one or more), <b>total loss of sight</b> in both eyes		100%
<b>total loss of sight</b> in one eye, <b>total loss of speech</b> or <b>total loss of hearing</b> in both ears		100%
<b>total loss of hearing</b> in one ear		25%
<b>dental injury</b> expenses	GBP	250
Maximum sum insured of any one occurrence	GBP	510,000

## 10.2. Dental injury expenses

In the event of **injury** being sustained by an **insured person** which results in **dental injury** the **insurer** will indemnify the **insured** on behalf of the **insured person** for the cost of necessary dental treatment within twelve (12) months of the **accident** giving rise to the **injury**, provided that:

- i) the **insurer's** liability shall not exceed the **limit of indemnity** stated in the schedule of benefits; and
- ii) the **insurer's** liability does not cover the first GBP25.00 of each and every claim; and
- iii) the treatment must be received within seven (7) days of the **accident** occurring.

## 10.3. Stress counselling

We shall pay for up to five (5) sessions of stress counselling up to a maximum limit of GBP500 in all with a qualified counsellor following a claim under Items 2-7 of the schedule of benefits in section 10.1 for **you** or **your** driver or any other occupant of **your vehicle**.

## 10.4. Injury to the driver and passengers - Exceptions

This section does not cover:

10.4.1 All Persons aged 70 years and over at the date of inception of this insurance

10.4.2 Persons not resident in the **United Kingdom**.

10.4.3 This section does not cover death, disablement or loss:

- a) whilst the **insured person** is engaged or taking part in military, air force or naval service or operations.
- b) whilst the **insured person** is using **your vehicle** for riding or driving in any kind of race or commercial travelling or motor trade.
- c) directly or indirectly caused or contributed to by the **insured person's** intentional self injury, disease or natural cause, suicide or attempted suicide, provoked assault or fighting except in bona fide self-defence or from the **insured person's** own criminal act or whilst engaged or taking part in civil commotions or riots of any kind.
- d) arising from or attributable to **war** (whether declared or not), invasion, an act of an enemy foreign to the nationality of the **insured person** or the country in or over which the act occurs, civil war, riot, rebellion, insurrection, revolution, overthrow of the legally constituted government, terrorist activity of any kind, explosions of war weapons, release of weapons of mass destruction, murder or assault subsequently proved in a legally constituted court to have been the act of agents of a State foreign to the nationality of the **insured person** whether war be declared with the State or not.
- e) occasioned by or occurring while the **insured person** is in a state of insanity temporary or otherwise. Arising from **your** disability or condition or that of the **insured person** for which medical advice or treatment has been given prior to the inception of cover under this insurance, unless specifically agreed in writing by **us**.

## 10.5. Injury to the driver and passengers - Conditions

10.5.1 Accidental bodily injury occurs to **you** or the **insured person** whilst driving or travelling in the **your vehicle** or whilst in the vicinity of **your vehicle**, which arises as a result of a malicious and unprovoked assault by the occupant or rider of another motor vehicle or pedal cycle.

10.5.2 No claim will be payable under more than one item in the schedule of benefits in respect of the consequences of one **accident** to any one **insured person**.

10.5.3 For any **insured person** under the age of 16 years or undergoing full time education the death benefit (item 1 of the schedule of benefits) shall be limited to GBP2,500.

- 10.5.4 Any **accident** to an **insured person** which may result in a claim under this Insurance must be reported to **us** as soon as practicable, and the **insured person** must as early as possible place himself under the care of a duly **healthcare practitioner**.
- 10.5.5 Notice must be sent to **us** as soon as practicable in the event of the death of the **insured person**, resulting or alleged to result from an **accident** which may result in a claim under this section.
- 10.5.6 In no case will **we** be liable to pay a benefit unless the medical adviser or advisers appointed by **us** for the purpose shall be allowed as often as may be deemed necessary to make an examination of the **insured person**. Failure to comply with this condition may prejudice any claim made under this section.
- 10.5.7 The police must be notified immediately following any event likely to give rise to a claim under this section of the insurance.

## 11 Emergency treatment

**We** will reimburse any person using **your vehicle** for payments made under the **Road Traffic Act** for emergency treatment.

A payment made under this section will not prejudice **your** No Claim Discount.

## 12 Medical expenses

### 12.1. Hospitalisation care

The **insurer** agrees to pay the **insured** on behalf of the **insured person** one hundred pounds (GBP100) per day for each completed 24 hour period of their stay in hospital up to a maximum of three thousand pounds (GBP3,000) in the event of an **insured person** being admitted to a hospital as an in-patient as a result of **injury**.

### 12.2. Exceptions to medical expenses

- 12.2.1 Medical expenses does not cover the first 24 hours of **your** stay in the hospital.

## 13 No claim discount

- 13.1 If **you** do not make a claim under **your policy**, **your** renewal premium will be adjusted in accordance with **our** scale applicable at the time (available on request).
- 13.2 If more than one vehicle is **insured** by this **policy**, No Claim Discount will be applied as if a separate **policy** had been issued for each vehicle.
- 13.3 No Claim Discount is not earned under a **policy** issued for less than 12 months.
- 13.4 If **we** consent to a transfer of this **policy** to another person, No Claim Discount already earned under this **policy** will not apply to the person to whom the **policy** is being transferred.

## 14 UK breakdown assistance

### 14.1. UK Breakdown service

- 14.1.1. In the event **your vehicle** breaks down in the **United Kingdom**, call the QBE Helpline first who will arrange with the **AA** for someone to come to **your** assistance. The **AA** cannot reimburse costs incurred without their prior authorisation.
- 14.1.2. This is not a claim service. Cover under this section is provided through the **AA** for **you** or the **insured person**. In providing breakdown assistance **AA** employees and contractors will

use reasonable care and skill when providing the service. **AA** can, however, cancel services or refuse to provide them if, in their opinion, the demands made are excessive, unreasonable or impracticable

14.1.3. If **your vehicle** breaks down, the **AA** will arrange for the following at no additional cost.

## 14.2. Roadside

14.2.1. If the **insured person** is stranded on a public highway (or other road or area to which the public has the right of access) as a result of a breakdown of **your vehicle**, the **AA** will send an **AA** patrol or contractor to help the **insured person**.

14.2.2. If **your vehicle** cannot be repaired immediately it will be taken to a nearby authorised repairer, where the **insured person** may arrange for repairs to be made.

14.2.3. If **your vehicle** needs to be towed it must display a valid road tax disc.

14.2.4. Cover under this section includes labour at the scene of the breakdown (but not labour at any garage to which the vehicle is taken) and does not include the cost of parts, fuel or other supplies.

14.2.5. If **your vehicle** breaks down away from home and cannot be repaired within a reasonable time the **AA** will take **your vehicle** and the **insured persons** to the destination of the driver's choice, in one non-stop journey.

14.2.6. If there are more than 5 people this may require two separate vehicles. An adult must accompany any children.

14.2.7. This facility may also be provided if the driver falls ill and there are no passengers who can drive the vehicle, so that the journey can be completed. In these circumstances it will be at the discretion of the **AA** whether this service is offered. Some form of medical certification will be required.

## 14.3. At home

14.3.1. In the event that **your vehicle** breaks down at home the **AA** will arrange for someone to come out and help. If **your vehicle** cannot be repaired immediately it will be taken to a nearby garage, where **you** can arrange for repairs to be carried out at **your** own expense.

## 14.4. Exceptions to UK Breakdown service

The service provided by this section excludes:

14.4.1 the costs of any ferry crossing or toll charges;

14.4.2 the carriage of any livestock that requires special transportation facilities;

14.4.3 the cost of recovery of **your vehicle** if it is stuck in water, a bog, a ditch or on a beach or if it has overturned unless this forms part of **your** insurance claim;

14.4.4 the repair or recovery of **your vehicle** if it broke down at the premises of a motor trader;

14.4.5 the cost of spare parts, petrol, oil, keys or other materials and garage labour;

14.4.6 any vehicles that:

a) are carrying a dangerous or illegal load;

b) cannot be recovered by normal **trailers** or transport.

## 15 European breakdown assistance

We have arranged for **Acromas**, on **our** behalf, to provide the services covered by this section. **Acromas** provide this service in association with the **AA**.

In providing breakdown assistance the **AA** employees and contractors will use reasonable care and skill when providing the service. The **AA** can, however, cancel services or refuse to provide them if, in their opinion, the demands made are excessive, unreasonable or impracticable

The **AA** will, in all cases, attempt to deliver the best service available within the country where the breakdown occurred. However, in certain circumstances **you** may be required to settle any account yourself - if this is the case all receipts should be retained and on **your** return to the **United Kingdom** **you** should claim reimbursement from the **AA**.

### 15.1. Breakdown service whilst in the UK

On the outward journey from home to the departure port and on the inward journey from the arrival port to home, if **you** are stranded on a public highway through breakdown, road traffic **accident** or vandalism to **your vehicle**, **Acromas** will arrange:

- 15.1.1 assistance from an **AA** Patrol or garage repair service, to repair **your vehicle** at the roadside if possible, or tow to a local garage; or
- 15.1.2 a recovery service, to return **your vehicle** and occupants to **your** home or a nominated repairer in the **United Kingdom**, if **your vehicle** cannot be repaired within a reasonable time. If there are more than five people this may require two separate vehicles. An adult must accompany any children; or
- 15.1.3 a replacement car, providing that there is one available and that **you** can meet the requirements of the car rental provider, **AA** will provide a self-drive hire car, including collision damage waiver:
  - a) to complete the planned journey if the **insured** vehicle breaks down on the way to the port of departure and the **AA** confirms that it cannot be repaired the same day; or
  - b) to carry out the planned journey if as a result of a road traffic **accident**, fire or theft within seven (7) days of **your** declared departure **your** vehicle cannot be repaired or recovered (in the case of theft) in time for the journey.

The requirements of the car rental provider will include:

- i) age limits;
- ii) the need to have a current driving licence with **you**;
- iii) limits on acceptable licence endorsements; and
- iv) the need to provide a valid credit card number. (Alternatively, the car rental provider will require a deposit of no less than GBP50 and may also undertake a simple credit check, before releasing the vehicle to **you**)

The **AA** will normally try to arrange a hire car equivalent to, but not necessarily the same as **your vehicle**, if there is one available. If **you** are travelling in a Minibus, MPV or similar vehicle **AA** may arrange two hire cars. **AA** will only arrange this if there are two qualified drivers in **your** party. Otherwise **AA** will arrange alternative transport.

### 15.2. Breakdown service whilst abroad

- 15.2.1. If **your vehicle** breaks down or is disabled as a result of an **accident** covered under **your** motor policy whilst being driven by **you** or any person permitted by **your policy** to drive **your vehicle**, the **Acromas** will arrange:
  - a) Emergency Roadside Assistance whilst on the continent up to a maximum of GBP250 (not including the cost of any spare parts). If **your vehicle** cannot be repaired immediately it will be taken to a nearby garage where **you** can arrange for repairs to be carried out.

- b) onward transportation if **your vehicle** cannot be repaired within 8 hours.

The **AA** will provide **you** with onward travel either with

- i) a replacement hire car, providing that there is one available and that **you** can meet the requirements of the car hire supplier, to enable **you** to continue **your** journey whilst **your vehicle** is being repaired or to return home. These requirements will include:
- a. Age Limits;
  - b. The need to have a current driving license with you;
  - c. Limits of acceptable endorsements;
  - d. the need to provide a valid credit card number. (Alternatively, the car rental provider will require a deposit of no less than GBP50 and may also undertake a simple credit check, before releasing the vehicle to **you**)
- ii) second class rail fare or a combination of the two up to a maximum of GBP1,400; or
- iii) if **your** authorized driver falls ill and there are no passengers that can drive **your vehicle** so that the journey can be completed, the **AA** will provide a replacement driver to enable **you** to reach **your** destination or return home. This service will be provided at the discretion of the **AA** and some form of medical certification will be required.

15.2.2. If **your vehicle** is stolen or involved in a road traffic **accident** during the 7 days prior to returning and cannot be repaired or recovered before **your** intended return date the **AA** will provide **you** with onward travel:

- a) the **AA** will normally try to arrange a hire car equivalent to, but not necessarily the same as **your vehicle**, if there is one available. If **you** are travelling in a Minibus, MPV or similar vehicle **AA** may arrange two hire cars. **AA** will only arrange this if there are two qualified drivers in **your** party. Otherwise **AA** will arrange alternative transport.
- b) the **AA** may at its discretion offer **you** or your authorised driver overnight accommodation expenses for the driver and passengers up to GBP60 per person, per night, subject to an overall maximum of GBP900. This does not include the cost of meals or drinks

15.2.3. If your vehicle cannot be repaired by **your** declared return date, the **AA** will arrange for the repatriation of **your vehicle** to **your** home address or **your** nominated repairer in the **United Kingdom** subject to the cost of the repatriation not exceeding the **market value** of **your vehicle**

15.2.4. Further and if appropriate, the **AA** at its sole discretion may arrange:

- a) emergency repairs to make **your vehicle** secure in the case of wilful damage to windscreen, windows or locks caused solely through break-in or attempted break-in.
- b) urgent message transmission service to immediate relatives or business associates if breakdown, **accident** or **fire** results in immobilisation of **your vehicle**, or it is stolen;
- c) customs claims indemnity against continental customs claims if **your vehicle** is stolen or destroyed by **fire**.

### 15.3. Service on returning home.

Where **your vehicle** could not be repaired before **your** return date and where **your vehicle** has not been repatriated to the **United Kingdom**, the **AA** will pay the reasonable travel and hotel expenses for one person to collect **your vehicle** repaired abroad, using second class rail and other public transport fares, which are necessary to reach the place of collection.

### 15.4. Exception to the breakdown service

15.4.1. The **AA** shall not be liable for the following costs incurred in Europe:

- a) the costs of any ferry crossing or toll charges.
- b) the carriage of any livestock that requires special transportation facilities.

- c) the cost of recovery of **your vehicle** if it is stuck in water, a bog, a ditch or on a beach or if it has overturned unless this forms part of **your** insurance claim.
- d) the repair or recovery of **your vehicle** if it broke down at the premises of a motor trader.
- e) the cost of spare parts, petrol, oil, keys or other materials and garage labour.
- f) in relation to any vehicles that:
  - i) are carrying a dangerous or illegal load.
  - ii) cannot be recovered by normal **trailers** or transport.

15.4.2. The **AA's** services do not cover vehicles which have broken down as a result of taking part in a motor sport event:

- a) which takes place off the road; and/or
- b) which is not subject to the normal rules of the road.

For example: cover will not be extended to vehicles which have broken down as a result of a motor sport event which takes place on a permanent, or temporary constructed race track e.g. Snetterton or Oulton Park, or rally circuit.

But vehicles participating in a treasure hunt, touring assembly or navigational road rally which takes place on the road or public place and complies with the normal rules of the road, are covered.

## 15.5. General terms and conditions to the breakdown service

- 15.5.1. Upon renewal of **your** breakdown cover under this **policy**, the services that you receive will be those set out in the Terms and Conditions ('Terms') current at the time of such renewal. The 'terms' supplied including any subsequent or replacement terms and the provisions contained therein are deemed to be those of the **AA**.
- 15.5.2. All qualifying vehicles must be registered at the policyholder's address.
- 15.5.3. The **AA** will provide services under this **policy** provided **you** have paid for the cover and service granted by this policy section
- 15.5.4. **You** must produce a valid scheme code or proof of identity to use the **AA** services. If these are not available, the **AA** may refuse service. The **AA** will take legal action against anyone who uses their services dishonestly.
- 15.5.5. If service is provided to a child, an adult must accompany the child.
- 15.5.6. Work cannot be undertaken on **your vehicle** if it is unattended.
- 15.5.7. If any person not insured under this **policy** calls the **AA** out to attend **your vehicle**, **you** will have to pay any costs that go above the terms of cover.
- 15.5.8. The **AA** will, in all cases, attempt to deliver the best service available within the country where the breakdown occurred. However, in certain circumstances **you** may be required to settle any account yourself - if this is the case all receipts should be retained and on **your** return to the UK **you** should claim reimbursement from the **AA**.
- 15.5.9. The **AA** will not be responsible to **you** for any indirect losses which **you** incur as a result of **our** acts or omissions. This does not apply to any claim **you** have against **us** for death or personal injury and does not affect **your** statutory rights.
- 15.5.10. The **AA** does not guarantee to carry out the services in whole, or in part, if they are prevented from doing so due to any circumstances beyond their reasonable control including, without limitation, the activities of civil or government authorities; industrial disputes; acts of God; or severe weather conditions.
- 15.5.11. The **AA** have the right to refuse to give service and/or cancel **your** cover if anyone using the services behaves in a threatening or abusive way to their staff or contractors.
- 15.5.12. **Your** telephone calls to and from the **AA** may be monitored and recorded for the purposes of staff training and quality assessment. This complies with Ofcom regulations.

- 15.5.13. If the service **you** require is not provided for under this **policy**, the **AA** will try, if **you** wish, to arrange it at **your** expense. The terms of, and any payment for, any such service are a matter for **you** and the supplier.

## 16 Legal services and advice - uninsured loss recovery

### 16.1. Legal expenses cover

- 16.1.1. Under this section of the **policy**, all claims are managed by **Lawclub** on **our** behalf. **Lawclub** also provide the Lawphone Legal Helpline on **our** behalf.

**We** will pay the **legal costs** of the **insured person** taking legal action against the **insured person's** opponent as a result of any road **accident** which causes:

- a) actual physical damage to **your vehicle** which results in proven financial loss to the **insured person**; or
- b) actual physical damage to the **insured person's** property kept in or on **your vehicle** and which results in proven financial loss to the **insured person**; or
- c) the **insured person's** death or **bodily injury** while the **insured person** is in, on or getting into or out of **your** vehicle.

- 16.1.2. **We** will provide this cover as long as:

- a) the claim is not covered under any other insurance policy; and
- b) the road **accident** happened within the **territorial limits** and within the **period of insurance**; and
- c) the claim will be decided by a court within the **territorial limits**; and
- d) there is a reasonable chance of recovering damages from the **insured person's** opponent at all times.

### 16.2. Costs and expenses

**We** will pay the following on the **insured person's** behalf:

- 16.2.1. The professional fees and expenses reasonably and properly charged by the **representative** on a **standard basis**, up to the standard rates set by the courts, which the **insured person** cannot recover from their opponent.
- 16.2.2. The **insured person's** opponents' **legal costs** in civil cases which the **insured person** is ordered to pay by a court or which the **insured person** pays to their opponent with the written agreement of **Lawclub**.
- 16.2.3. **We** will only pay **legal costs** which **Lawclub** considers are necessary and in proportion to the value of the **insured person's** claim.
- 16.2.4. **We** will only start to cover **legal costs** from the time **Lawclub** has accepted the **insured person's** claim in writing and appointed the **representative**.
- 16.2.5. The most **we** will pay for all claims arising out of any one road **accident** is GBP100,000.

## 16.3. Extensions to legal expenses cover

### 16.3.1. Lawphone Legal Helpline

- a) **You** have access to Lawphone which provides advice, 24 hours a day, 365 days a year, on any personal legal matter. The advice provided to **you** by Lawphone will always be in accordance with the laws of Great Britain and Northern Ireland.
- b) When calling Lawphone **you** should confirm that **you** are a QBE **policyholder**. **You** will then be asked for a brief summary of the problem and these details will be passed on to an adviser who will return **your** call. **Lawclub** may record and/or monitor the calls for **your** protection.

**Lawphone: 0870 241 4140**

### 16.3.2. Uninsured loss recovery

- a) **Lawclub** on **our** behalf will arrange for the **insured person** to have access to a replacement vehicle service.
- b) The vehicle hire service will only be available to the **Insured Person** where:
  - i) the road **accident** was entirely the fault of the **insured person's** opponent; and
  - ii) **Lawclub** choose the provider of the replacement hire vehicle and the type of vehicle to be hired to the **insured person**; and
  - iii) **Lawclub** decide the length of time that the replacement hire vehicle will be hired to the **insured person**, which in any event will be for one continuous period ending when the **insured vehicle** is repaired; and
  - iv) the **insured person** agrees to **Lawclub**, or another **representative** appointed by **Lawclub**, seeking to recover the costs of the replacement hire vehicle in the name of, and on behalf of, the **insured person**; and
  - v) any costs of the replacement hire vehicle that are recovered from the **insured person's** opponent are paid to **Lawclub**, or another **representative** appointed by **Lawclub**; and
  - vi) the **insured person** meets all of the age and licensing rules of the provider of the replacement hire vehicle chosen by **Lawclub** and follows all conditions of hire at all times throughout the period of hire.
- c) This **policy** does not cover the **insured person** for any costs incurred in connection with a replacement hire vehicle following a road **accident** which results in the **insured vehicle** becoming undriveable. All costs of the replacement hire vehicle will form part of a legal action taken by the **insured person** against the **insured person's** opponent as a result of that road **accident**.

## 16.4. Exceptions to legal expenses cover

**We** will not provide cover for:

- 16.4.1 any claim which the **insured person** reports to the **insurer** more than six (6) months after the **road accident**;
- 16.4.2 any **legal costs** or expenses awarded against the **insured person** by a criminal court;
- 16.4.3 **legal costs** that **Lawclub** has not agreed to in writing;
- 16.4.4 any **legal costs** incurred before **Lawclub** has accepted the **insured person's** claim in writing;
- 16.4.5 **legal costs** the **insured person** has paid directly to the **representative** or any other person without **Lawclub's** permission;
- 16.4.6 a claim for an event which is not covered under Sections A-D of this policy. For the avoidance of doubt this exclusion shall include, but not be limited to, any claim arising out of a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007;
- 16.4.7 parking offences for which the **insured person** does not obtain points on their licence;
- 16.4.8 any criminal proceedings to do with driving whilst under the influence of drink or drugs;
- 16.4.9 any claim arising out of a contract the **insured person** has with another person or organisation;
- 16.4.10 any fines or penalties;

- 16.4.11 disputes between the **insured person** and the **insurer** or **Lawclub**;
- 16.4.12 any VAT the **insured person** can recover from elsewhere;
- 16.4.13 an application for a judicial review;
- 16.4.14 any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise, interpret, or deal with any date change;
- 16.4.15 any **legal costs** covered by any other insurance **policy**;
- 16.4.16 any claim that happens because the **insured person** has deliberately, consciously, intentionally or carelessly failed to take all reasonable steps to avoid, prevent and limit that claim;
- 16.4.17 any criminal proceedings where the **insured person** does not have a valid:
  - i) motor insurance policy;
  - ii) road fund licence or MOT certificate for the **insured vehicle**; or
  - iii) driving licence unless the **insured person** is driving in circumstances where such a license is not required by law.

## 16.5. Conditions to legal expenses cover

It is a condition precedent to **our** liability under section 16 that:

- 16.5.1. the **insured person** gives **Lawclub** written details of the **insured person's** claim along with any other supporting information that **Lawclub** may ask for;
- 16.5.2. the **insured person** makes their claim within six (6) months of the date of the road **accident**;
- 16.5.3. the **insured person** follows the **representative's** advice and provides any information he or she asks for;
- 16.5.4. **we** will have the right to settle a claim by paying the amount in dispute;
- 16.5.5. the **insured person** must instruct the **representative** to tell **Lawclub** if, at any stage, there is no longer a reasonable chance of a successfully recovering damages or getting any other remedy;
- 16.5.6. the **insured person** must instruct the **representative** to tell **Lawclub** immediately if the other party makes a payment into court or any offer to settle the matter.

## 16.6. Claim notification conditions to legal expenses cover

- 16.6.1. If the **insured person** needs to make a claim, the **insured person** should contact **us** and **we** will pass the details of the **insured person's** claim on to a **representative**.
- 16.6.2. The **insured person** will be asked to provide details of the **accident**. If the **insured person's** claim is covered **Lawclub** will appoint the **representative** in the **insured person's** name and on the **insured person's** behalf. The **insured person** must not appoint a solicitor.
- 16.6.3. If the **insured person** has already seen a solicitor before **Lawclub** has accepted the **insured person's** claim in writing, **we** will not pay any fees or other expenses that the **insured person** has incurred. If the **insured person's** claim is covered, **Lawclub** will appoint the **representative** that **Lawclub** has agreed to in the **insured person's** name and on the **insured person's** behalf and will only start to cover the **legal costs** from the time that **Lawclub** has accepted the claim and appointed the **representative**.

## 16.7. Claim procedure conditions to legal expenses cover

The **insured person** must:

- 16.7.1. not appoint a **representative**;
- 16.7.2. take every reasonable step to recover costs and pay them to **us**;
- 16.7.3. get the written permission of **Lawclub** before making an appeal;
- 16.7.4. make sure that the **representative** obtains the written permission of **Lawclub** before instructing a barrister or expert witness, and reports the result of the claim to **Lawclub** when it is finished;

**Lawclub** will have the right to do the following in the event of a claim:

- 16.7.5. take over and conduct, in the **insured person's** name, any claim or proceedings;
- 16.7.6. at any time before **Lawclub** agrees that legal proceedings need to be issued **Lawclub** will choose the **representative**:
  - i) the **insured person** can only choose the **representative** if **Lawclub** agrees that legal proceedings need to be issued or if a conflict of interest arises meaning that the **representative** cannot act for the **insured person**. The **insured person** must send the representative's name and address to **Lawclub**. If **Lawclub** agrees to appoint a **representative** that the **insured person** chooses, the representative will be appointed on the same terms as **Lawclub** would have appointed their chosen **representative**. **Lawclub** may decide not to accept the **insured person's** choice of **representative**. If **Lawclub** does not agree with the **insured person's** choice, the matter will be settled by arbitration;
  - ii) When choosing the **representative**, the **insured person** must remember the **insured person's** duty to keep the cost of any legal proceedings as low as possible;
- 16.7.7. appoint the **representative** in the **insured person's** name and on the **insured person's** behalf;
- 16.7.8. have any legal bill audited or assessed;
- 16.7.9. contact the **representative** at any time, and have access to all statements opinions and reports;
- 16.7.10. end the **insured person's** claim if, during the course of the claim, **Lawclub** thinks there is no longer a reasonable chance of success. If the **insured person** continues the claim and gets a better settlement than **Lawclub** expected, **we** will pay the **insured person's** reasonable **legal costs** which the **insured person** cannot recover from anywhere else;
- 16.7.11. settle the **legal costs** covered by this policy at the end of the claim;
- 16.7.12. end the **insured person's** claim and recover any **legal costs** from the **insured person** which **we** have already paid or agreed to pay if:
  - i) the **representative** reasonably refuses to continue acting for the **insured person** because of any unreasonable act or failure to act by the **insured person**; or
  - ii) the **insured person** unreasonably withdraws the **insured person's** claim from the **representative** without **Lawclub's** agreement; and
  - iii) **Lawclub** does not agree to appoint another **representative** to continue the **insured person's** claim;
- 16.7.13. neither **we** nor **Lawclub** will be bound by any agreement between the **insured person** and the **representative** or the **insured person** and any other person or organisation.

## 17 General exceptions

Your policy does not cover:

### 17.1 Use and driving not confirmed by your certificate of motor insurance

**accident, bodily injury**, loss or damage while **your vehicle** is being used or driven other than in accordance with the terms of **your certificate of motor insurance** except that cover will not be withdrawn:

- 17.1.1 while **your vehicle** is in the custody or control of a member of the motor trade for overhaul upkeep or repair;
- 17.1.2 if the **bodily injury** loss or damage was caused by theft of **your vehicle** or its being taken without **your** consent or other lawful authority;
- 17.1.3 by reason of the person driving not holding a valid licence to drive **your vehicle** if at the time of the event giving rise to the claim **you** had no knowledge of such deficiency;
- 17.1.4 while **your vehicle** is driven by **you** if **you** hold a valid licence to drive **your vehicle** or **you** have held and are not disqualified for holding or obtaining such a licence;

### 17.2 Contractual liability

any liability **you** have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist except as provided in section 8.

### 17.3 Registered outside United Kingdom

any **accident, bodily injury** loss or damage (except under section 9) if any vehicle is registered elsewhere than in the **United Kingdom**.

### 17.4 Uninsured Loss

loss or destruction of or damage to any property or any loss or expense resulting or arising from it or damage other than the damage expressly and specifically insured under this **policy**.

### 17.5 Radiation

- 17.5.1 ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- 17.5.2 the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### 17.6 Terrorism and war

- 17.6.1 any loss arising directly or indirectly out of terrorism, war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, nationalisation, requisition, sequestration or confiscation by order of any public authority or government de jure or de facto or martial law except so far as is necessary to meet the requirements of the **Road Traffic Acts**.

## 18 Claims procedure

### 18.1. Notification

18.1.1 As soon as reasonably possible after any **accident, bodily injury** loss or damage, **you** or **your** legal personal representatives must, notify **us** through **your** intermediary (if any) with the full details of the incident in writing. Any communication **you** receive about the incident should be sent to **your** intermediary or the incident coordinator immediately. **You** or **your** legal personal representatives must also let **us** know immediately if anyone **insured** under this **policy** is to be prosecuted as a result of the incident or if there is to be an inquest or a fatal accident inquiry.

18.1.2 **You** or anyone else claiming under this **policy**, must not admit to any claim, promise any payment or refuse any claim without **our** written consent. **We** may, if we deem necessary, take over and conduct in **your** name or the name of the person claiming under the **policy**, the defence or settlement of any claim or take proceedings for **our** own benefit to recover any payment **we** have made under this **policy**. **We** shall have full discretion in the conduct of any proceedings or the settlement of any claim. Any party who is seeking payment under this **policy** shall give **us** all the information and assistance necessary for **us** to achieve a settlement.

### 18.2. Claims Department

If **you** wish to contact **our** claims department regarding the progress of **your** claim following the initial notification please contact them at the following (please quote **your policy** number or claims reference within any correspondence):

QBE Insurance (Europe) Limited  
Claims Department, 3 Temple Back East, Bristol BS1 6DZ  
tel: +44 (0)117 910 6900  
fax: +44 (0)117 910 6901

### 18.3. Procedure

18.3.1. Where there is a claim, or a number of claims arising out of one incident, and this relates to payment for liability for damage to property, **we** may, at any time, pay **you** the full amount **we** are required to pay under the **policy** (less any sums **we** have already paid in compensation) or, any less amount for which such claims can be settled and, having done so, relinquish the conduct and control of such claim(s) and be under no further liability for them. **We** will, however be liable for the payment of costs and expenses of litigation recoverable or incurred, in respect of matters prior to the date of such payment.

18.3.2. In the event that **you** make a claim under **your policy**, **we** reserve the right to withhold an amount from **your** claim settlement that is equal to any outstanding balance of premium **you** owe **us**, or the remainder of **your** direct debit premium payments to **us**.

18.3.3. Where **we** have accepted a claim and there is disagreement over the amount to be paid, the dispute must be referred to an arbitrator to be agreed between **you** and **us** in accordance with the law at the time. When this happens, a decision must be made before **you** can take any legal action against **us**.

### 18.4. Application of payment limits

In the event of any **accident** involving payments by **us** to more than one person insured under this **policy**, any limitation by the terms of this **policy** or any clause endorsed on it relating to the maximum amount payable shall apply to the aggregate amount of payments to all such persons.

## 19 General conditions

### 19.1. Anti-fraud databases

Details of the **insured** may be passed on to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDSL) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR) run by the Association of British Insurers (ABI). The **insurer** also exchanges information with the police and/or other insurers and other organisations through various databases. The aim is to help the **insurer** check information provided and also to prevent fraudulent claims under the conditions of the **policy** as the **insured** must tell the **insurer** about any incident such as an **accident** or theft which may or may not give rise to a claim. The **insurer** will pass information relating to this incident to the registers.

### 19.2. Applicable law

The law allows the parties to this contract of insurance to select the law and jurisdiction to be applied to this **policy**. Unless it is agreed otherwise, the law that applies to this contract is the law of that part of the **United Kingdom** where **you** are domiciled or where the **policyholder** firm has its principal business premises.

It is agreed that any legal proceedings between the **insured** and the **insurer** in connection with this contract will only take place in the courts of the part of the **United Kingdom** in which **you** are domiciled or where the **policyholder** has its principal business premises and is subject to the exclusive jurisdiction of that court.

### 19.3. Change of circumstances

**You** must notify **us** as soon as practical of any change to the facts presented at inception of this insurance. Where **you** deliberately, recklessly or fraudulently mis-state or misrepresent the circumstances contained in the proposal form or declaration for insurance or **your policy** will be void from inception and of no effect.

### 19.4. Contract (Rights of Third Parties) Act 1999

This insurance does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation, by any person who is not named as the **insured** and both the **insurer** and **insured** may amend, cancel or lapse this insurance without giving notice to, or requiring the consent of, any other third party.

### 19.5. Credit searches

19.5.1 In assessing **your** application/renewal, **we** and the other insurers under this **policy** may search files made available to it by credit reference agencies, who may keep a record of that search. **We** and the other insurers under this **policy** may also pass credit reference agencies information they hold about **you** and **your** payment record with them. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or assist the tracing of debtors or to prevent fraud.

19.5.2 **We** and the other insurers under this **policy** may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and the total score is obtained. Where automatic credit scoring computations are used by the insurer, acceptance or rejection of **your** application/renewal will not depend only on the results of the credit scoring process.

### 19.6. Data protection

19.6.1 Insurance administration

Information held about **you** may, with some exceptions, be obtained through application to the appointed Data Controller. Information **you** supply may be used for the purposes of insurance administration by **us** and the other insurers under this **policy**, associated companies and agents, by re-insurers and **your** insurance adviser. **Your** information may also be used for offering renewal, research and statistical purposes and crime prevention. It

may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. In assessing any claim made, **we** and the other insurers under this **policy** or **our** agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy or repossessions). Information may also be shared with other insurers either directly or via those acting for **us** (such as loss adjusters or investigators). With limited exceptions, **you** have the right to access and if necessary rectify information held about **you**.

19.6.2 The information provided by **you** may be shared with other members of **our** group to be used:

- i) to carry out marketing analysis and customer profiling (including with transactional information) and create statistical and testing information;
- ii) to help identify if any of **our** accounts, services and/or products or those of the selected partners **you** may be interested in. **We** may do this by automatic means using a scoring system using the information **you** provide, any information held about **you** and information from third party agencies (including credit reference agencies). **We** or **our** partners may contact **you** by mail, telephone or fax with offers of goods and services or information that may be of interest.

If **you** do not wish for the information to be used for these purposes, **you** must notify **us** in writing at the following address:

QBE Insurance (Europe) Limited  
Plantation Place, 30 Fenchurch Street,  
London, EC3M 3BD,

19.6.1. Sensitive data

In order to assess the terms of the insurance contract or administer claims, which arise, **we** and the other insurers under this **policy** will need to collect data, which the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By accepting this new **policy**/renewal **you** will signify **your** consent to such information being processed by the insurer or their agent.

## 19.7. Dispute resolution

19.7.1 In the event of a dispute or complaint regarding this insurance, if eligible, the **insured** has the right to refer the matter to the Financial Ombudsman Service in accordance with clause 11.2 of this **policy**.

19.7.2 Alternatively, all disputes which may arise under or in relation to this **policy**, or to its existence, validity or termination shall be referred by either party to a sole arbitrator to be appointed in default of agreement between the parties by the President of the Institute of Chartered Arbitrators in accordance with the Arbitration Act 1996. The language of the arbitration shall be English and the law applicable to and in the arbitration and governing all disputes shall be English law. The determination of the arbitrator will be binding on both parties.

19.7.3 The making of a final unappealed arbitration award will be a condition precedent to any right of action, suit or other legal proceeding against the **insurer**. The sole obligation of the **insurer** in such circumstances shall be to pay such sums as may be directed by a final unappealed award.

19.7.4 The parties agree to perform their respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.

## 19.8. Document management

The insurer may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

### **19.9. Duty to prevent loss or damage**

**You** shall at all times take all reasonable steps to safeguard **your vehicle** from loss or damage. **You** shall maintain **your vehicle** in an efficient and roadworthy condition and **we** shall have, at all times, free access to examine **your vehicle**.

### **19.10. Duty to comply with policy conditions**

**Our** provision of insurance under this **policy** is conditional upon **you** observing and fulfilling the terms, provisions, conditions and **endorsements** of this **policy**.

### **19.11. Fraud**

19.11.1. If the claim or any part of a claim is in any respect fraudulent or if any fraudulent means or devices are used by **you** or anyone acting on **your** behalf to obtain any benefit under this **policy**; or

19.11.2. If any liability, loss, destruction or damage is occasioned by **your** wilful act or with **your** connivance;

then there will be no rights to any form of payment or indemnity under this **policy**. Further **you** must repay to **us** any claim paid to **you** in respect of any fraudulent means or device.

### **19.12. Mid-term premium amendments**

19.12.1 In the event that **you** advise a change of circumstances **we** will re-calculate **your** premium based upon the following calculation. **We** will calculate the difference in annual premium between **your** initial annual premium and the revised annual premium following the advised change. The difference will be reduced proportionately to represent the portion of the premium for the unexpired **period of insurance**.

a) Where the pro rata difference results in an additional charge we will request a minimum additional premium payment from **you** of GBP20 depending on the charge.

19.12.2 Where the pro rata difference results in a refund we will arrange to pay **you** a refund of premium providing the amount exceeds GBP20. No adjustment will be allowed to **you** for sums under GBP20.

### **19.13. Motor insurance database**

**You** shall ensure that all **your vehicle** and **policy** details (see below) are notified to **us** within five (5) business days of;

- i) commencement of this **policy**; or
- ii) taking ownership of any additional vehicle; or
- iii) the disposal of **your vehicle**,

for entry on the Motor Insurance Database as required by the relevant law applicable in Great Britain and Northern Ireland.

Vehicle details required: make, model, year first registered; registration number.

### **19.14. Motor insurance database data protection**

Information relating to the **policy** details will be added to the Motor Insurance Database (MID) managed by the Motor Insurers Bureau (MIB). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the Driver and Vehicle Licensing Agency (DVLA), the Driver and Vehicle Agency Northern Ireland (DVANI), the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- a) electronic licencing;
- b) continuous insurance enforcement;

- c) law enforcement (prevention, detection, apprehension and/or prosecution of offenders);
- d) the provision of Government services and/or other services aimed at reducing the level and incidence of uninsured driving.

If **you** are involved in a road traffic accident (either in the UK, the EEA or certain other territories) **we** and/or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

You can find out more about this from us or at: [www.mib.org.uk](http://www.mib.org.uk)

#### **19.15. Other insurance**

If at the time of any claim arising under this **policy** there is any other insurance **policy** covering the same loss, damage or liability, **we** will only pay **our** share of the claim.

#### **19.16. Payments made under compulsory insurance regulations and rights of recovery**

If the law of any country in which this **policy** operates requires **us** to settle a claim which, if this law had not existed **we** would not be obliged to pay, **we** reserve the right to recover such payments from **you** or from the person who incurred the liability.

## 20 Definition of terms

The following words will have the same meaning attached each time they appear in this **policy** in **bold** type face.

Where the context so admits or requires, words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed so as to include any individual, company, partnership, or any other legal entity. References to a statute will be construed to include all its amendments or replacements. All headings within the **policy** are included for convenience only and will not form part of this **policy**.

### 20.1. AA

AA means The Automobile Association Limited or its subsidiaries. The Automobile Association Limited (Company nos. 73356) has its registered office at 22 Grenville Street, St Helier, Jersey JE4 8PX. The Automobile Association is a permitted insurer but exempt from authorisation under the Financial Services and Market Act 2000. The AA are within the jurisdiction of the Financial Ombudsman and Financial Services Compensation Scheme.

The Automobile Association Limited is an authorised representative of Automobile Association Insurance Services Limited which is authorised and regulated by the Financial Services Authority (FSA). Registration number 310562

### 20.2. Accessories

Accessories means the additional or supplementary parts of **your vehicle** not directly related to its function as a vehicle. These include radios and other in car entertainment, communication equipment and car phones, all of which must form an integral part of **your vehicle**. Mobile phones, in car entertainment and satellite positioning/navigation equipment that operates independently through their own battery pack are not accessories.

### 20.3. Accident

Accident means any unforeseen event, one without apparent cause or anything that occurs unintentionally or by chance.

### 20.4. Acromas

Acromas means Acromas Insurance Company Limited authorised and regulated by the Commissioner of Insurance, Financial Services Commission, Gibraltar and regulated by the Financial Services Authority, United Kingdom. Acromas Insurance Company Limited is a member of the Association of British Insurers.

Registered office: Acromas Insurance Company Limited, 57-63 Line Wall Road, Gibraltar. Registered Number 88716 (Gibraltar). UK branch address: Acromas Insurance Company Limited, The Saga Building, Enbrook Park, Folkestone, Kent, CT20 3SE.

### 20.5. Attachments

Attachment means any item of equipment which can be added to a special type vehicle.

### 20.6. Bodily injury

Bodily injury means identifiable physical injury which:

- 20.6.1. is sustained by an **insured person**; and
- 20.6.2. is caused by an **accident** in the course of the use of **your vehicle** during the **period of insurance**; and
- 20.6.3. occasions the death or disablement of the **insured person** within twelve (12) months from the date of the **accident**; and
- 20.6.4. is solely and independent of any other cause, except illness directly resulting from or medical or surgical treatment rendered necessary by such injury.

## 20.7. Certificate of motor insurance

Certificate of motor insurance means the certificate required by law to certify the existence of the minimum compulsory insurance as required by the Road Traffic Act 1988. For full details of the insurance cover, refer to this **policy**.

## 20.8. Dental injury

Dental injury means damage to teeth, gingival tissues or alveoli resulting in mobility, luxation, subluxation or fractures of the hard tissues, or loss of or damage to dental prostheses whilst inside the mouth due to a force outside of the mouth.

## 20.9. Excess

Excess means the first part of any claim for loss or damage in respect of each and every **vehicle** for which **you** are responsible.

## 20.10. Fire

Fire means fire, self ignition, lightning and explosion.

## 20.11. Green card

Green card means a document required by certain non-EU countries to provide proof that **you** have the minimum insurance cover required by law to drive in that country.

## 20.12. Hazardous location

Hazardous location means:

- 20.12.1. Power Stations
- 20.12.2. Nuclear installations or establishments
- 20.12.3. Refineries, bulk storage or production premises in the oil, gas or chemical Industries
- 20.12.4. Bulk storage or production premises in the explosive, ammunition or pyrotechnic industries
- 20.12.5. Ministry of Defence premises
- 20.12.6. Military Bases

## 20.13. Healthcare practitioner

Healthcare practitioner means a qualified licensed member of the medical profession as approved by the governing medical association of the country in which the healthcare practitioner resides who is not an **insured person**, a member of the **insured person's** family or an employee of the **insured**.

## 20.14. High category hazardous goods

High category hazardous goods means any goods of a nature and/or quantity that require carriage in accordance with:

- 20.14.1. the Carriage of Explosives by Road Regulations 1996
- 20.14.2. the Radioactive Materials (Road Transport) (Great Britain) Regulations 1996
- 20.14.3. Transport Categories 0, 1 and 2 of the Carriage of Dangerous Goods by Road Regulations 1996
- 20.14.4. any re-enactment or replacement of such regulations with any other legislation of similar intent (including subsequent legislation) if applicable

## 20.15. Injury

Injury means a specific injury which:

- 20.15.1 is sustained by the **insured person** during the **period of insurance**, and is caused by an **accident**; and
- 20.15.2 solely and independently of any other cause, causes death, disablement, dental injury and/or permanent facial scarring of the **insured person**.

## 20.16. Insured person

Insured person means:

- 20.16.1. the **policyholder**;
- 20.16.2. other persons who are permitted by your **certificate of motor insurance** to drive or use the vehicle;
- 20.16.3. at your request
  - a) any person getting into or out of or travelling in **your vehicle**;
  - b) the owner of **your vehicle** if someone other than yourself.
- 20.16.4. But for section 10, insured person means:

any person or category of persons up to the age of seventy five (75) specified in the **schedule** as being an insured person. Cover applies until the end of the **period of insurance** in which the insured person attains the age of seventy five (75) years or the date upon which the insured person ceases employment with the **insured**, whichever occurs first. Notwithstanding this clause and subject to special exception by the **insurer** the age limitation of an **insured person** can be increased up to a maximum of eighty (80) years.
- 20.16.5. But for section 16, insured person means:

**you** and any passenger or driver who is in or on your vehicle with **your** permission. Anyone claiming under this **policy** must have **your** agreement to claim.

## 20.17. Lawclub

Lawclub means Lawclub Legal Protection registered address: Redwood House, Brotherswood Court, Great Park Road, Bradley Stoke, Bristol BS32 40W.

## 20.18. Legal Costs

Legal costs means the professional fees and expenses reasonably and properly charged by the **representative** on a **standard basis**, up to the standard rates set by the courts, which the **insured person** cannot recover from their opponent. Legal costs shall also include the **insured person's** opponents' legal costs in civil cases which the **insured person** is ordered to pay by a court or which the **insured person** pays to their opponent with the written agreement of **Lawclub**.

## 20.19. Loss of limb

Loss of limb means:

- 20.19.1. in the case of a lower limb loss by physical severance at or above the ankle or permanent and total loss of and/or total and irrecoverable loss of use of an entire leg or foot;
- 20.19.2. in the case of an upper limb loss by physical severance of the entire four fingers through or above the meta carpo phalangeal joints or permanent and total loss of and/or total and irrecoverable loss of use of an entire arm or hand.

## 20.20. Market value

Market value means the replacement value of the same make and model of vehicle of a similar age and condition and history as determined by reference to vehicle value publications.

## 20.21. Period of insurance

Period of insurance means the period starting from the effective date and local time to the expiry date shown in the **schedule** and any further period for which **we** agree to insure **you**.

## 20.22. Permanent disablement

Permanent disablement means permanent and irrecoverable disablement as listed on the schedule of compensation in the **schedule**.

### **20.23. Permanent total disablement**

Permanent total disablement will mean irrecoverable disablement, arising from **injury** which permanently and totally incapacitates the **insured person** for a continuous period of twelve (12) months, and that as a result of the **injury** the **insured person** is medically determined to the **insurer's** satisfaction to have no likelihood of improvement sufficient to participate in his **occupation** ever again, or for **insured persons** that are not gainfully employed by the **insured** to have no likelihood of improvement sufficient to participate in any and every form of occupation.

### **20.24. Personal effects**

Personal effects means any item of personal property while in or on **your vehicle**, including motor vehicle tool kits which are considered necessary for the operation and maintenance of **your vehicle** and any item of clothing.

### **20.25. Policy**

Policy means this document, the **schedule** (including any **schedules** issued in substitution) and any **endorsements** attaching to this document or the **schedule**.

### **20.26. Principal**

Principal means any person who employs the **insured** to act in their place or on their behalf.

### **20.27. Representative**

Representative means the solicitor or other suitably qualified person who has been appointed to act for **you** under Claim Procedure Conditions to Section 18.

### **20.28. Road Traffic Act**

Road Traffic Act means any acts, laws or regulations which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### **20.29. Schedule**

Schedule means the document titled schedule containing details of **you/your vehicle** and the insurance protection provided to **you**. The **schedule** is part of and must be read in conjunction with this document.

### **20.30. Standard Basis**

Standard basis means the assessment of **legal costs** which are proportionate to **your** claim.

### **20.31. Temporary partial disablement**

Temporary partial disablement means disablement arising from **injury** which is medically determined to prevent an **insured person** from undertaking the majority of his occupation as carried out at the date of the **accident**.

### **20.32. Temporary total disablement**

Temporary total disablement means disablement arising from **injury** which is medically determined to prevent an **insured person** from undertaking his occupation as carried out at the date of the **accident**.

### **20.33. Territorial limits**

Territorial limits means the following countries including sea transit between any ports in those places including the processes of loading and unloading:

- 20.33.1. member of the European Union meaning Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, German, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, **United Kingdom**;

20.33.2. other country for which the commission of the European Union is satisfied that arrangements have been made to meet the requirements of EU Directives on insurance. At the time of going to print they include:

Andorra, Croatia, Iceland, Liechtenstein, Norway, Switzerland.

#### **20.34. Terrorism**

Terrorism means an activity that involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof; and appears to be intended to:

- 20.34.1. intimidate or coerce a civilian population; or
- 20.34.2. disrupt any segment of the economy of a government by law or by practice, state, or country; or
- 20.34.3. overthrow, influence, or affect the conduct or policy of any government by law or by practice by intimidation or coercion; or
- 20.34.4. affect the conduct or policy of any government by law or by practice, by mass destruction, assassination, kidnapping or hostage-taking.

#### **20.35. Total loss of hearing**

Total loss of hearing means an injury causing permanent and total loss of hearing which last twelve (12) calendar months from the date of accident or loss of hearing and at the expiry of that period being beyond hope of improvement.

#### **20.36. Total loss of sight**

Total loss of sight means an **injury** causing either:

- 20.36.1 permanent and total loss of sight in both eyes where an **insured person's** name has been added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist; or
- 20.36.2 permanent and total loss of sight in one eye, if the degree of sight remaining after correction is 3/60 or less of the Snellen Scale (seeing at three (3) feet what an **insured person** should see at sixty (60) feet), which lasts twelve (12) calendar months from the date of **accident** or loss of sight (if later) and at the expiry of that period being beyond hope of improvement.

#### **20.37. Total loss of speech**

Total loss of speech means an **injury** causing permanent and total loss of speech which lasts twelve (12) calendar months from the date of **accident** or loss of speech (if later) and at the expiry of that period being beyond hope of improvement.

#### **20.38. Trailer**

Trailer means any form of trailer that has been built to be towed by a motor car or minibus or commercial vehicle up to 3.5tonne.

#### **20.39. United Kingdom**

United Kingdom means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

#### **20.40. We/our/us**

We/our/us means QBE Insurance (Europe) Limited whose Head office and registered address is:

Plantation Place, 30 Fenchurch Street, London, EC3M 3BD, tel: +44 (0)20 7105 4000 fax: +44 (0)20 7105 4019. Registered in England No. 1761561. Home State - United Kingdom. Authorised and regulated by the Financial Services Authority. Registration Number 202842.

**20.41. You/your/policyholder**

You/your/policyholder means the person, company, companies or entity who/which has applied for insurance hereunder and named in the **schedule** as the 'Insured'.

**20.42. Your vehicle**

Your vehicle means any motor vehicle (including its **accessories**, spare parts or components fitted to it) mentioned by description, category or registration mark in the **schedule** and unless otherwise agreed, is registered in the **United Kingdom**.