

# Motor Policy Wording

Specialist insurance  
for specialist markets



# Contents

A Warm Welcome to Zurich and OAMPS (UK) Limited	1
Motor Policy	2
Section 1 – Definitions	4
Section 2 – Extent of Cover	8
Section 3 – Excesses	9
Section 4 – Liability to Third Parties	10
Section 5 – Damage to Vehicles	16
Section 6 – Goods in Transit	20
Section 7 – Personal Effects	21
Section 8 – Medical Expenses	21
Section 9 – Personal Accident	22
Section 10 – General Exclusions	23
Section 11 – General Provisions	25
Section 12 – General Conditions	26
Our Complaints Procedure	29

# A Warm Welcome to Zurich and OAMPS (UK) Limited

Thank **you** for taking out **your** Motor policy with **us** and welcome to the OAMPS Petrochemical Insurance and Risk Management Scheme.

This policy is underwritten by Zurich Insurance plc and arranged by and administered on their behalf by OAMPS (UK) Limited.

Please contact OAMPS (UK) Limited in the first instance in all matters relating to this policy.

## **About OAMPS (UK) Limited**

OAMPS (UK) Ltd. is a top 100 UK Broker and was formed in 1986 to provide specialist insurance services to the downstream petrochemical industry. OAMPS are Insurance Managers to several trade associations providing bespoke services to their membership and other specialist industries. OAMPS employ specialist staff across the UK including Oil Hazardous and Environmental Services Ltd (OHES) a subsidiary environmental consultancy company who provide 24 hour emergency response and training services to the OAMPS Petrochemical Insurance and Risk Management Scheme.

## **About Zurich**

Zurich Insurance plc is a member of the insurance-based financial services provider Zurich Financial Services Group (Zurich). Zurich has a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 60,000 people serving customers in more than 170 countries.

# Motor Policy

This policy is a contract between **you** and **us**. **You** have made a proposal to **us** which is the basis of and forms part of this contract.

This policy and any schedule, endorsement and certificate should be read as if they are one document.

**We** will insure **you** during any period of insurance for which **we** have accepted **your** premium provided always that all the terms and conditions of this policy are kept. **Our** liability will in no case exceed the amount of any sum insured or limit of indemnity stated in this policy, the schedule or any endorsement to this policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

## Law applicable to this contract

In the UK the law allows both **you** and **us** to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Northern Ireland, Scotland, the Isle of Man or the Channel Islands depending upon **your** address stated in the schedule. If there is any dispute as to which law applies it will be English law.

**You** agree to submit to the exclusive jurisdiction of the English courts.

For and on behalf of Zurich Insurance plc



**Guy Munnoch**

Chief Executive Officer of Zurich Insurance plc

This is a legal document and should be kept in a safe place.

Please read this policy and any schedule, endorsement and certificate carefully and if they do not meet **your** needs return them to **us** or **your** insurance intermediary.

## How we will use your data

**We** hold **your** personal data in accordance with the Data Protection Act 1998. The information supplied to **us** by **you** may be held on computer and passed to other insurers for underwriting and claims purposes. **You** should show this to anyone whose personal data may be processed to administer this policy.

Your policy details will be added to the Motor Insurance Database (MID) run by the Motor Insurers' Information Centre (MIIC). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing and by the police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If you are involved in an accident in the United Kingdom or abroad other United Kingdom insurers, the Motor Insurers' Bureau and MIIC may search the MID to obtain relevant policy information. Persons pursuing a claim in respect of a road traffic accident including citizens of other countries may also obtain relevant information which is held on the MID. You can find out more about this from us or at [www.miic.org.uk](http://www.miic.org.uk).

### Policy Administration

In order to administer your insurance policy and any claims made under this policy we may share personal data provided to us with other companies within the Zurich Financial Services Group and with business partners including overseas companies. If we do transfer your personal data including where we propose a change of underwriter we make sure that it is appropriately protected.

### Claims History

Under the conditions of this policy you must tell us or OAMPS (UK) Limited about any incident or circumstance that might give rise to a claim that would be covered under this policy, whether or not it is your intention to claim. When you tell us about an incident or circumstance we will pass information relating to it to the relevant database. We may search these databases when you apply for insurance, in the event of any incident, circumstance or claim or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

### Fraud Prevention and Detection

In order to prevent and detect fraud we may at any time:

- a) share information about you with other organisations including the police
- b) undertake credit searches
- c) check and share your details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related or other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

Please contact us if you want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

# Section 1 – Definitions

Certain words in this policy have special meanings. These meanings are given below and apply wherever the words appear in bold.

## Accessories

- a) Parts or products specifically designed to be fitted to or used with the **vehicle** including spare parts
- b) entertainment systems, communication, navigation or other electronic equipment only if permanently fitted to the **vehicle**

excluding electronic equipment temporarily sited in and removable from the **vehicle** being powered from a cigarette lighter or accessory socket.

## Business

The business as specified to us.

## Business Partner

Any person in business with **you** under the terms of a partnership agreement whether express or implied under legislation.

## Car

Any private car, estate car, utility car or **minibus**.

## Certificate

The current certificates of motor insurance issued by **us**.

## Commercial Vehicle

Any motor vehicle other than a **car** or **motorcycle**.

## Costs and Expenses

- a) Claimants' costs and expenses
- b) costs and expenses incurred with **our** consent in defending any claim
- c) costs incurred with **our** consent for:
  - i) representation at any coroner's inquest or fatal injury inquiry
  - ii) defending a charge of manslaughter, causing death by dangerous driving or causing death by careless driving or any equivalent local charge within the **geographical limits**
  - iii) defending in any court of summary jurisdiction any proceedings

relating to any **event** which may be the subject of indemnity under this policy.

## Crossover

The accidental contamination of **property** not belonging to or in the care, custody or control of the **insured person** arising out of the delivery whether correctly or incorrectly carried out to **your** customer of any product which does not conform strictly to the specification of or the order for the product made by such customer.

### **Damage**

Physical loss or damage.

### **Driver**

Any person driving the **vehicle** and entitled to do so under the terms of the **certificate**.

### **Employee**

Any person who is:

- a) under a contract of service or apprenticeship with **you**
- b) a labour master or labour only subcontractor or persons supplied by any of them
- c) self employed
- d) under a work experience or similar scheme
- e) hired or borrowed by **you** from another employer

and working for **you** in connection with the **business** while under **your** direct control or supervision.

### **Event**

All occurrences causing injury, **damage** or other loss arising out of one original and identifiable cause that happens at fixed time and place.

### **Excess**

The amount for which **you** are responsible and which will be deducted from any payment under this policy as ascertained after the application of all other terms and conditions of this policy.

### **Geographical Limits**

- a) the **territorial limits**
- b) any other member country of the European Union
- c) any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the EU Directive on insurance of civil liabilities arising from the use of motor vehicles (number 72/166/EEC)
- d) any other country but only during any period for which **you** have requested and **we** have agreed to extend cover for the use of the **vehicle** in that country

and during transit (including loading and unloading) by a recognised sea route not normally exceeding 65 hours between ports within any country where cover is provided.

### **Insured Person**

- a) You
- b) the **driver**
- c) at **your** request:
  - i) any principal, director, **business partner** or **employee** of **yours**
  - ii) any **passenger**
  - iii) the owner of a **vehicle** on hire or loan or leased to **you**
  - iv) any member or committee member of **your** sports or social club
  - v) the hirer of any agricultural tractor or self-propelled agricultural or forestry machine provided always that such hire is permitted under the terms of the **certificate**
- d) any person who with **your** permission is using but not driving the **vehicle** for social domestic and pleasure purposes provided always that such use is permitted under the terms of the **certificate**
- e) the employer or partner of any person whose business use is permitted under the terms of the **certificate**.

### **Licence**

Licence to drive a motor vehicle of the same class as the **vehicle**.

### **Minibus**

A motor vehicle with between 9 and 16 (inclusive) **passenger** seats.

### **Motorcycle**

Any motorcycle, motorcycle and sidecar or moped.

### **Nuclear Installation**

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

### **Nuclear Reactor**

Any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

### **Passenger**

Any person other than the **driver** travelling in or on or getting into or out of the **vehicle** or any **trailer** or disabled motor vehicle attached to the **vehicle**.

### **Pollution or Contamination**

Pollution or contamination of buildings or other structures or of water, land or the atmosphere.

### **Property**

Physical property.

### **Road**

Anywhere within the **geographical limits** where compulsory motor insurance legislation is operative.

### **Spillage**

Accidental spillage or discharge of any product.

### **Territorial Limits**

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

### **Terrorism**

- a) Any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
  - i) involves violence against one or more persons
  - ii) involves **damage to property**
  - iii) endangers life other than that of a person committing the action
  - iv) creates a risk to health or safety of the public or a section of the public
  - v) is designed to interfere with or seriously to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

### **Trailer**

Any trailer which is **your** property or for which **you** are legally responsible but excluding a disabled motor vehicle.

### **Vehicle**

Any motor vehicle (excluding a steam driven vehicle) as follows:

- a) **car**
- b) **motorcycle**
- c) **commercial vehicle**

which is insured under this policy and described in the **certificate** but excluding any motor vehicle registered outside the **territorial limits** unless **you** have requested and **we** have agreed to cover such motor vehicle.

### **We, Us or Our**

Zurich Municipal and Zurich Insurance plc.

### **You, Your, Yours or Yourselves**

The person, people (either acting in partnership or on behalf of an unincorporated organisation) or the company stated in the schedule as the insured.

## Section 2 – Extent of Cover

Cover only applies within the **geographical limits** in respect of death of or bodily injury to any person or **damage to property** and caused or arising in the period of insurance stated in the schedule.

The extent of cover applicable is as stated in the schedule or any relevant endorsement and the following meanings apply to words or expressions used.

### **Comprehensive**

The full insurance as written in this policy other than Section 6.

### **Comprehensive (excluding windscreens)**

Section 5 does not apply in respect of breakage of glass in the windscreen, windows or sunroof of the **vehicle**. Section 6 does not apply.

### **Third Party Fire and Theft**

Section 5 does not apply except for **damage** to the **vehicle** by:

- a) fire, lightning, self ignition or explosion
- b) theft or attempted theft.

Sections 6, 7 and 8 do not apply.

### **Third Party only**

Sections 5, 6, 7 and 8 do not apply.

### **Third Party Road Risks**

Section 4 and General Provisions 1 and 2 do not apply when liability arises out of death of or bodily injury to any person or **damage to property** caused or arising beyond the limits of any **road**.

Sections 5, 6, 7 and 8 do not apply.

### **Goods in Transit**

Section 6 only.

## Section 3 – Excesses

When cover is applicable **you** will be liable to pay or refund to **us** excesses in the amounts which are stated in the schedule and which apply in respect of claims and expenses as follows.

### **Accidental Damage**

All claims and expenses under section 5 other than claims in respect of:

- a) breakage of glass in the windscreen, windows or sunroof of the **vehicle** or the scratching of bodywork caused by such breakage
- b) **damage** to the **vehicle** caused by:
  - i) fire, lightning, self ignition or explosion
  - ii) theft or attempted theft.

### **Fire**

All claims and expenses under section 5 in respect of **damage** to the **vehicle** caused by fire, lightning, self-ignition or explosion.

### **Personal Effects**

All claims and expenses under section 7.

### **Spillage or Crossover**

All claims and expenses under section 4.8.

### **Theft**

All claims and expenses under section 5 in respect of **damage** to the **vehicle** caused by theft or attempted theft.

### **Windscreen**

All claims and expenses under section 5 in respect of breakage resulting in replacement of glass in the windscreen, windows or sunroof of the **vehicle** or the scratching of bodywork caused by such breakage.

## Section 4 – Liability to Third Parties

### The Cover

In respect of legal liability for death of or bodily injury to any person and **damage to property** we will indemnify the **insured person** when liability is caused by or arises out of the use of the **vehicle** or in connection with the loading or unloading of the **vehicle**.

In addition we will pay **costs and expenses**.

#### 4.1 Corporate Manslaughter and Corporate Homicide Act 2007

In respect of any **event** which may be the subject of indemnity under this section we will pay legal costs and expenses incurred with **our** prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the **business**.

Provided always that:

- a) **our** liability under this clause will not exceed the amount stated in the schedule in any one period of insurance
- b) this clause will only apply to proceedings brought in the **geographical limits**
- c) **we** must consent in writing to the appointment of any solicitor or counsel who are to act for and on **your** behalf
- d) **you** will give **us** immediate notice of any summons or other process served upon **you** which may give rise to proceedings under this clause
- e) in relation to any appeal counsel has advised there are strong prospects of such an appeal succeeding
- f) **we** will be under no liability:
  - i) where **you** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
  - ii) in respect of fines or penalties of any kind
  - iii) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance.

#### 4.2 Disabled Motor Vehicles

In respect of legal liability for death of or bodily injury to any person and **damage to property** we will indemnify the **insured person** when liability is caused by or arises out of any disabled motor vehicle while attached to the **vehicle**. This section will also apply to any disabled motor vehicle detached from the **vehicle** and not attached to any other vehicle and being used by **you** but only to the extent necessary to meet the requirements of any compulsory motor insurance legislation operative within the **geographical limits**.

We will not be liable for:

- a) **damage** to a disabled motor vehicle
- b) any liability if a disabled motor vehicle is being towed otherwise than in accordance with the law
- c) **damage to property** being carried in or on a disabled motor vehicle.

#### 4.3 Environmental Statutory Liability

In respect of legal liability for all sums including statutory debts relating to remediation costs arising from environmental **damage** we will indemnify **you** where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) such liability is caused by or arises out of:
  - i) the use of the **vehicle** or in connection with the loading or unloading of the **vehicle**; and
  - ii) **pollution** or **contamination** directly 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
- b) **we** will not be liable in respect of:
  - i) costs relating to the prevention of imminent threat of environmental **damage**
  - ii) the removal of any significant risk of an adverse effect on human health on **your** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **your** care, custody or control
  - iii) costs in achieving any improvement or alteration in the condition of the land, the atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time remediation commences
  - iv) fines or penalties
  - v) any amount in excess of the sum stated in the schedule inclusive of **costs and expenses** or the minimum amount required under the compulsory motor insurance legislation in the country in which the insured event occurs whichever is the greater.

#### 4.4 Indemnity to Personal Representatives

Following the death of any person entitled to indemnity **we** will in respect of the liability incurred indemnify such person's personal representatives.

#### 4.5 Movement of Third Party Vehicles

In respect of legal liability for death of or bodily injury to any person and **damage to property** we will indemnify **you** or any principal, director, **business partner** or **employee of yours** when liability is caused by or arises out of the driving or movement of any motor vehicle with or without the authority of the owner:

- a) when the motor vehicle is parked in a position which obstructs the legitimate passage or the loading or unloading of the **vehicle**
- b) for movement of a motor vehicle within the vicinity of any premises owned or occupied by **you**.

In these circumstances the motor vehicle will not be regarded as **property** held in **your** care, custody or control.

**We** will not pay for:

- a) liability if the motor vehicle is:
  - i) moved by any person other than **you** or any principal, director, **business partner** or **employee of yours**
  - ii) **your** property or held by **you** under a hire purchase agreement or hired by or loaned or leased to **you**
  - iii) driven by any person who does not hold a **licence** unless such person has held and is not disqualified from holding or obtaining such a **licence**
- b) **damage to property** in or on the motor vehicle.

#### 4.6 Principal's Clause

In the event of any claim in respect of which **you** would be entitled to receive indemnity being brought or made against any public or local authority or other principal **we** will indemnify the said public or local authority or other principal against such claim and/or any costs and expenses in respect thereof.

Provided always that:

- a) **we** have the sole conduct and control of all claims
- b) the public or local authority or other principal is not entitled to indemnity under any other policy
- c) **we** will not be liable for death of or bodily injury to any person or **damage to property** arising out of the negligence or other default of the public or local authority or other principal or their servant or agent.

#### 4.7 Service and Repair

**We** will indemnify **you** when the **vehicle** is in the custody or control of a member of the motor trade for service or repair.

#### 4.8 Spillage or Crossover

In respect of legal liability for death of or bodily injury to any person and **damage to property** we will indemnify **you** or the **driver** or attendant when liability is caused or arises out of **spillage** or **crossover**.

Provided always that such **spillage** or **crossover** arises out of an error or omission in the process of loading or unloading the **vehicle** by the **driver** or attendant of such **vehicle**.

#### 4.9 Third Party Contingency

In respect of legal liability for death of or bodily injury to any person and **damage to property** we will indemnify **you** alone when liability is caused by or arises out of the use of or in connection with any motor vehicle while being used in connection with **your business**.

Provided always that:

- a) such motor vehicle is not **your** property or held by **you** under a hire purchase agreement or hired by or leased to **you**
- b) **you** have taken all reasonable steps to ensure that there is in force in respect of such motor vehicle an insurance that is valid for such use
- c) if any claim covered by this clause is covered by any other insurance then notwithstanding general condition 8 **we** will not be liable to make any contribution to such claim
- d) the motor vehicle is registered within the **territorial limits**.

#### 4.10 Unauthorised Use

**We** will indemnify **you** in the event of any accident occurring while the **vehicle** is being used or driven by any person without **your** knowledge or consent for any purpose not permitted provided always that **you** will take all reasonable precautions to ensure that all persons who may use or drive the **vehicle** are made aware of the permitted purposes of use as stated in this policy.

### Exclusions to Section 4

This section does not cover:

#### 1 Airside

legal liability directly or indirectly caused by or contributed to by or arising from the **vehicle** while in or on that part of any aerodrome, airfield, airport or military installation provided for:

- a) the takeoff or landing of aircraft or aerial devices or for the movement of aircraft or aerial devices on the ground
- b) aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars

#### 2 Damage

- a) **damage to property** belonging to or in the care, custody or control of the **insured person**

- b) **damage** to premises (or to the fixtures and fittings therein) which are not **your** property but are occupied by **you** under a leasing or rental agreement if such **damage** is covered by any other insurance
- c) **damage** to **property** in or on the **vehicle**
- d) **damage** to the **vehicle**

### 3 Defective Goods or Treatment

death of or bodily injury to any person or **damage** to **property** caused by or attributable to:

- a) any defect other than caused by or attributable to **crossover** in or the action of any commodity or goods or anything including any packaging, container and label transported by or disposed of from the **vehicle** or any motor vehicle not **your** property or provided by **you**
- b) treatment given or services provided at or from the **vehicle** or any other motor vehicle

### 4 Employers' Liability

death of or bodily injury to any person arising out of or in the course of that person's employment by the person claiming indemnity if insurance cover in respect of liability for such death or bodily injury is provided as a requirement of any compulsory employers' liability legislation within the **geographical limits**

### 5 Loading or Unloading

- a) death of or bodily injury to any person or **damage** to **property** caused or occurring beyond the limits of any **road** in connection with:
  - i) the bringing of the load to any **vehicle** for loading thereon
  - ii) the taking away of the load from any **vehicle** after unloading therefrom
 by any person other than the **driver** or attendant of such **vehicle**
- b) legal liability in respect of spillage or crossover

### 6 Other Insurances

any person other than **you** if that person is entitled to indemnity under any other insurance

### 7 Pollution or Contamination

death of or bodily injury to any person or **damage** to **property** directly or indirectly caused by **pollution or contamination** unless the **pollution or contamination** is directly 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.

All **pollution or contamination** which arises out of one incident will be deemed to have occurred at the time such incident took place

### 8 Terrorism

any amount in excess of the sum stated in the schedule inclusive of **costs and expenses** or the minimum amount required under the compulsory motor insurance legislation in the country in which the insured event occurs whichever is the greater directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with **terrorism**.

In any action or suit or other proceedings where **we** allege that by reason of this exclusion cover is not provided under this section the burden of proving that cover is provided under this section will be upon **you**

### 9 Tool of Trade

death of or bodily injury to any person or **damage to property** arising while a **commercial vehicle** or plant forming part of such **commercial vehicle** or attached thereto is working as a tool of trade.

This exclusion does not apply to any:

- a) goods carrying **commercial vehicle**
- b) forklift truck
- c) agricultural tractor, self-propelled agricultural or forestry machine or any **trailer** attached to such **vehicle** other than death of or bodily injury to any person or loss of or **damage to property** caused by or attributable to the spraying or spreading of any chemical by an agricultural tractor, self-propelled agricultural or forestry machine or any **trailer** attached to such vehicle

### 10 Trade Plates

death of or bodily injury to any person or **damage to property** in connection with any **vehicle** bearing a trade plate caused or arising beyond the limits of a **road** except when during the course of the journey it is temporarily garaged elsewhere than in or on any premises which **you** own or occupy

### 11 Unlicensed Drivers

liability if to the knowledge of the **insured person** the **driver** does not hold a **licence** unless the **driver** has held and is not disqualified from holding or obtaining such a **licence**

### 12 Wrongful Delivery

death of or bodily injury to any person or **damage to property** directly or indirectly caused by:

- a) delivery of a load where such delivery was not authorised, not ordered or unlawful
- b) delivery whether correctly or incorrectly carried out to **your** customer of goods which do not conform strictly to the specification of or the order for the goods made by such customer.

### Notes

Exclusions 1, 3, 5, 7, 9 and 12 will not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the **geographical limits**.

Exclusion 11 will not apply in respect of section 4.7.

Exclusions 5 and 12 will not apply in respect of section 4.8.

## Provision to Section 4

### 1 Limit of Indemnity

**Our** liability will not exceed the sum stated in the schedule or such greater sum as may be required by the compulsory motor insurance legislation in the country in which the insured event occurs.

# Section 5 – Damage to Vehicles

## The Cover

We will indemnify you in respect of **damage** to the **vehicle** and **accessories** of the **vehicle**.

This indemnity will not exceed the market value of the **vehicle** immediately before such **damage** and in respect of any **vehicle** bearing a trade plate indemnity will be limited to the amount stated in the schedule or the market value of the **vehicle** immediately before such **damage**, whichever is the lesser.

### 5.1 Age and Inexperienced Driver Excess

In respect of **damage** to the **vehicle** while being driven by or in the charge of any person who is:

- a) under 21 years of age
- b) under 25 years of age
- c) aged 25 years or over and:
  - i) holds a provisional licence
  - ii) has held a licence other than a provisional licence for less than 12 months

you will be liable to pay or refund to us the additional **excess** stated in the schedule.

### 5.2 Customs Duty

We will indemnify you against liability for the enforced payment of customs duty where such liability arises directly from **damage** covered under this section.

### 5.3 Hire of Replacement Vehicle

If any goods carrying **commercial vehicle** or **car** is lost by theft or impounded by any public authority following any occurrence which could give rise to a claim under this policy we will pay up to the amount stated in the schedule in respect of any one **event** for each **vehicle** for the reasonable cost of hiring a replacement **vehicle** of the same or like type for a period not exceeding 28 days from the date of the occurrence.

Provided always that:

- a) we will not be liable for the first 2 days of such costs in respect of any **car** or the first 7 days of such costs in respect of any goods carrying **commercial vehicle**
- b) such a replacement is available.

#### 5.4 New Vehicle Replacement

In respect of any goods carrying **commercial vehicle** or **car** within one year of first registration as new:

- a) when the cost of repair for **damage** exceeds the percentage stated in the schedule of the manufacturer's recommended retail price plus taxes
- b) is lost by theft and not recovered

**we** will replace it with a new **vehicle** of the same manufacturer and of the same or like type.

Provided always that:

- i) **you** request it; and
- ii) any other interested party known to **us** consents; and
- iii) such a replacement is available
- iv) **we** will not be liable for a sum greater than the market value of the **vehicle** at the time of **damage** if the value of the **vehicle** declared to **us** is not equal to the original purchase price of the **vehicle** when new.

#### 5.5 Other Charges

**We** will indemnify **you** against general average contribution and salvage and sue and labour charges incurred during the transportation of the **vehicle** by sea.

Provided always that:

- a) such **vehicle** is covered against **damage** under this section
- b) the contribution relates to the value of such **vehicle**.

#### 5.6 Recovery and Re-delivery

**We** will indemnify **you** for the reasonable cost of removing the **vehicle** from the place where **damage** occurred to the premises of the nearest competent repairer and re-delivery to **you** within the **territorial limits** after repair.

#### 5.7 Residual Value

In respect of any goods carrying **commercial vehicle** or **car** within one year of registration and leased to **you** when:

- a) lost by theft and not recovered
- b) damaged beyond economic repair

**we** will pay to the leasing company the written down valuation of the **vehicle** in accordance with the conditions of the leasing agreement (residual value) or the market value of the **vehicle** immediately before such **damage** whichever is the greater subject to the difference not exceeding 20% of the market value of the **vehicle** immediately before such loss or **damage**.

Provided always that:

- i) **we** will not be liable for any excise duty or maintenance charge
- ii) in respect of any **vehicle** bearing a trade plate the amount payable will not exceed the amount stated in the schedule.

### 5.8 Service and Repair

We will indemnify you when the vehicle is in the custody or control of a member of the motor trade for service or repair.

### 5.9 Theft of Keys

If the keys or any other removable ignition device or lock transmitter for the vehicle are stolen by forcible and violent means or robbery we will at your request pay up to the amount stated in the schedule in respect of any one occurrence for each vehicle to replace:

- a) the door locks and/or boot lock
- b) the ignition and/or steering lock
- c) the lock transmitter and/or central locking interface.

Provided always that:

- i) any other interested party known to us consents; and
- ii) this indemnity will not exceed the market value of the vehicle immediately before loss or damage; and
- iii) we will not be liable for the cost of replacing any alarms or security devices fitted to the vehicle.

### 5.10 Unauthorised Use

We will indemnify you for damage while the vehicle is being used or driven by any person without your knowledge or consent for any purpose not permitted provided always that you will take all reasonable precautions to ensure that all persons who may use or drive the vehicle are made aware of the permitted purposes of use as stated in this policy.

## Exclusions to Section 5

This section does not cover:

### 1 Deception

damage caused by deception

### 2 Diminution in Value

any diminution in the value of the vehicle

### 3 Sonic Bangs

damage to the vehicle caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds

#### **4 Theft when Keys Used**

**damage** caused by theft or attempted theft while the ignition keys or any other removable ignition device of the **vehicle** have been left in or on the **vehicle** except:

- a) during the process of loading or unloading any tank, tank trailer, tank container or isotank when the process is not possible without such keys or device being left in or on the **vehicle**
- b) when the leaving of such keys or device in or on the **vehicle** is a requirement of any public authority

#### **5 Trade Plates**

**damage** to any **vehicle** bearing a trade plate arising beyond the limits of a **road** except when during the course of a journey it is temporarily garaged elsewhere than in or on any premises which **you** own or occupy

#### **6 Wear and Tear, Depreciation, Loss of Use, Breakdown or Damage to Tyres**

- a) wear and tear
- b) depreciation
- c) loss of use
- d) mechanical, electrical, electronic or computer breakage, failure or breakdown
- e) **damage** to tyres caused by braking or by cuts, punctures or bursts.

### **Provisions to Section 5**

#### **1 Hire Purchase and Leasing Agreements**

If to **our** knowledge the **vehicle** is the subject of a hire purchase or leasing agreement any payment for **damage** to the **vehicle** which is not made good by repair or replacement may at **our** discretion be made to the owner whose receipt will be a full discharge of **our** liability.

#### **2 Repairs**

**You** may authorise reasonable and necessary repairs without previously obtaining **our** consent provided always that notification in accordance with general condition 3 is given to **us** without delay and a detailed estimate of the costs of repair is sent to **us** as soon as possible.

## Section 6 – Goods in Transit

### The Cover

We will indemnify you up to the amount stated in the schedule in respect of any one load for **damage** to any goods carried in any tank, tank trailer, tank container or isotank caused by fire, flood, theft, collision or overturning of any **vehicle** from the time it is loaded for the immediate commencement of transit, while in the ordinary course of transit by any **vehicle** and until delivered to your customers' premises.

### Exclusions to Section 6

This section does not cover:

#### 1 Consequential Loss

any consequential loss of any nature whatsoever and howsoever arising

#### 2 Damage to Goods

**damage** to any goods carried in any **vehicle** other than a goods carrying **commercial vehicle**

#### 3 Unattended Vehicle Theft Restriction

**damage** to any goods caused by or arising from theft or attempted theft of or from any unattended **vehicle** unless at the time of the theft or attempted theft:

- a) all doors, windows and other openings were closed, properly fastened and securely locked and any immobiliser and/or alarm system fitted to the **vehicle** was set in full and effective operation and all keys or any other removable ignition device of the **vehicle** were removed from the **vehicle**; and
- b) in respect of any **vehicle** left unattended overnight or for more than 8 consecutive hours the **vehicle** was either garaged in a building which was securely closed and locked or parked in a walled or fenced compound secured by locked gates or to which entry or exit was controlled by professional security personnel.

## Section 7 – Personal Effects

### The Cover

We will at **your** request provide indemnity up to the amount stated in the schedule for any one occurrence in respect of **damage** to personal effects while in or on the **vehicle**.

The owner's receipt will be a full discharge of **our** liability.

### Exclusions to Section 7

This section does not cover:

#### **1 Goods or Samples**

goods or samples carried in connection with any business

#### **2 Money or Securities**

money, tickets, credit, debit or charge cards, stamps, cheques, bonds, securities or documents of any description.

## Section 8 – Medical Expenses

### The Cover

We will pay **you** medical expenses incurred by the **driver** or any other person travelling in or on the **vehicle** following injury caused by violent, accidental, external and visible means in direct connection with the **vehicle**.

**Our** liability under this section is limited to the amount stated in the schedule in respect of each person injured.

# Section 9 – Personal Accident

## Special Definitions

### Accident

- a) Violent, accidental external and visible means
- b) unavoidable exposure to the elements.

### Loss of Limb

Total loss by physical separation at or above the wrist or ankle or permanent loss of use of an entire hand, arm, foot or leg.

### Loss of Sight

Permanent and total loss of sight:

- a) in both eyes if name entered on the register of blind persons on the authority of a fully qualified ophthalmic specialist
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on Snellen Scale.

## The Cover

In the event of any **driver** authorised by **you** sustaining bodily injury by **accident** during the period of insurance resulting in:

- a) death
- b) **loss of limb**
- c) **loss of sight**
- d) permanent total disablement proved to **our** satisfaction other than as stated in a) to c) above from engaging in or giving attention to any occupation or profession

we will pay to **you** the amount stated in the schedule.

Provided always that:

- i) such bodily injury occurs in direct connection with the **vehicle**
- ii) such death or disablement occurs independently and exclusively of any other cause within 12 months of sustaining bodily injury
- iii) **our** liability will not exceed the amounts stated in the schedule in respect of any one **driver** and any one **event**.

## Exclusions to Section 9

This section does not cover bodily injury:

### 1 Age Limits

sustained by any **driver** aged under 17 years or over 75 years

### 2 Excluded Causes

caused by the **driver** being intoxicated or using illegal drugs, committing or attempting suicide or exposing themselves to unnecessary danger except in an attempt to save human life

### 3 Biological, Chemical, Radioactive or Nuclear Risks

directly or indirectly arising out of, contributed to by or resulting from actual, threatened, feared or perceived use of biological, chemical, radioactive or nuclear agent, material, device or weapon.

# Section 10 – General Exclusions

This policy does not cover:

## 1 Contractual Liability or Liquidated Damages

any liability assumed by **you** alone by agreement which would not have attached in the absence of such agreement and any indemnity in respect of liquidated damages or under any penalty clause

## 2 Earthquake or Riot

any accident, death, bodily injury or **damage** to **property** arising during or in consequence of:

- a) earthquake occurring outside the **territorial limits** or any other member of the European Union
- b) riot or civil commotion occurring:
  - i) in Northern Ireland
  - ii) outside Great Britain, the Isle of Man, the Channel Islands or any other member of the European Union.

This exclusion will not apply to claims under sections 4 and 9

## 3 Lessor Negligence

the owner of a **vehicle** leased to **you** where liability is caused by the negligence of such owner or the servants or agent of such owner

## 4 Nuclear and War Risks and Government or Public Authority Order

death, injury, disablement or **damage** to any **property** or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation, nuclear reactor** or other nuclear assembly or nuclear component thereof
- c) any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) except in so far as is necessary to meet the requirements of the compulsory motor insurance legislation in the country in which the insured event occurs:
  - i) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power
  - ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority

## 5 Unauthorised Use

any claim while the **vehicle** is with **your** general consent being:

- a) used for any purpose not permitted under the **certificate**
- b) driven by any person not authorised under the **certificate**.

This exclusion will not apply to claims under sections 4.7 and 5.8

## 6 Unlicensed Drivers

any claim while the **vehicle** is being driven:

- a) by **you** unless **you** hold a **licence** or have held and are not disqualified from holding or obtaining such a **licence**
- b) with **your** general consent by any person who **you** know does not hold a **licence** unless such person has held and is not disqualified from holding or obtaining such a **licence**.

This exclusion will not apply to claims under general provision 4 and section 9.

# Section 11 – General Provisions

## 1 Discharge of Liability

We may at any time pay any limit of indemnity after deduction of any sum already paid or any lower amount for which any claim can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of **costs and expenses** incurred with our written consent prior to the date of such payment.

## 2 Joint Liabilities

If **you** comprises more than one party we will indemnify each party as though a separate policy had been issued to each of them provided always that the total amount of indemnity to all such parties will not exceed the amount payable if **you** comprised only one party and in any event will not exceed any limit of indemnity stated in the schedule.

## 3 Trailers

The cover applicable to the **vehicle** applies to any **trailer** in **your** care custody or control declared to **us** by identification mark as if it was a **vehicle** while attached to or detached from the **vehicle** and not attached to any other motor vehicle.

In addition Section 4 will apply to any **trailer** in **your** care, custody or control but only to the extent necessary to meet the requirements of any compulsory motor insurance legislation operative within the **geographical limits**.

We will not be liable for:

- a) any liability if a **trailer** is being towed otherwise than in accordance with the law
- b) **damage** to **property** being carried in or on a **trailer**.

**You** will take all reasonable steps to safeguard the trailer from **damage**.

## 4 Unlicensed Drivers

The requirement of the **certificate** that the **driver** must hold a **licence** or have held and not been disqualified from holding or obtaining such a **licence** will not apply in circumstances where a **licence** to drive is not required by law.

Provided always that:

- a) the terms of the **certificate** will otherwise apply
- b) in respect of the **vehicle** other than any agricultural tractor or self propelled agricultural or forestry machine the person driving is of an age to hold a **licence** to drive the **vehicle** on a **road**.

# Section 12 – General Conditions

## 1 Arbitration

Provided that liability for a claim has been admitted any dispute as to the amount to be paid will be referred to an arbitrator who will be appointed by the parties in accordance with the statutory provisions in force at the time and the making of an award will be a condition precedent to any right of action against **us**.

## 2 Cancellation

This policy may be cancelled:

- a) by **us** sending 30 days notice by special delivery mail to **you** at **your** last known address (and in the case of Northern Ireland to the Department of Environment Northern Ireland) and in such event **you** will be entitled to a return of premium in respect of the unexpired portion of the period of insurance
- b) at any time mutually agreed between **you** and **us** such cancellation being effective from the date of receipt by **us** of the appropriate **certificate**. If cancellation is during the first year of insurance any return premium will be calculated using **our** current short period rates otherwise a pro rata refund of premium will be allowed.
- c) immediately (subject to the terms of the Consumer Credit Act 1974 if applicable) if **you** have applied to pay the premium by instalments and an instalment is not received by due date. In these circumstances **your** credit agreement will also be cancelled immediately.

## 3 Claims Procedures

### a) Your Responsibilities

It is agreed that:

- i) on the happening of any event which could give rise to a claim or on receiving verbal or written notice of any claim **you** will:
  - 1) as soon as reasonably possible give notice to **us** or OAMPS (UK) Limited; and
  - 2) as soon as reasonably possible notify the police in respect of any **damage** caused by theft, attempted theft or malicious persons; and
  - 3) as soon as reasonably possible forward to **us** any notice of prosecution, inquest or fatal inquiry and every letter, claim, writ or summons issued against **you**; and
  - 4) take action to minimise the **damage** and to prevent further **damage** or injury; and
  - 5) at **your** own expense and as soon as reasonably possible after any **damage** supply full details of the claim to **us** together with any evidence and information that may be reasonably required for the purpose of investigating or verifying the claim and if demanded a statutory declaration of the truth of the claim and any matters connected therewith
- ii) no settlement, admission of liability, payment or promise of payment will be made to a third party without **our** written consent.

## b) Our Rights

We will:

- i) be entitled to take over the defence or settlement of any claim made upon **you** or any person entitled to indemnity under this policy by any other party and **you** will give all assistance as may be reasonably required by **us**; and
- ii) be entitled to possession and ownership of the **vehicle** or its remains if any payment is made for actual or constructive total loss of the **vehicle** or under section 5.4 or 5.7; and
- iii) be entitled to take the benefit of any rights of **yours** against any other party before or after **you** have received indemnity under this policy and **you** will give all assistance as may be reasonably required by **us**.

## 4 Contractual Right of Renewal (Tacit)

If **you** pay the premium using **our** direct debit instalment scheme **we** will have the right which **we** may choose not to exercise to renew this policy each year and continue to collect premiums using this method. **We** may vary the terms and conditions of this policy including the premium at renewal. If **you** do not wish to renew this policy **you** (or **your** insurance intermediary) must notify **us** prior to the next renewal date.

## 5 Fraud

If any claim is in any respect fraudulent or if any fraudulent means be used by **you** or any one acting on **your** behalf to obtain any benefit under this policy or if any death, injury or **damage** be occasioned by **your** wilful act or with **your** connivance all benefit under this policy will be forfeited.

## 6 Increase in Risk

**You** will notify **us** as soon as possible of any change in circumstances occurring after the commencement of this policy whereby the risk of death, injury or **damage** is increased.

## 7 Observance

The due observance and fulfilment of the terms and conditions of this policy by **you** in so far as they relate to anything to be done or complied with by **you** will be a condition precedent to **our** liability to make any payment under this policy.

Upon proof of breach of this condition **we** will be entitled to recover from the **insured person** all sums paid by **us** including those for which **we** would not have been liable but for the provisions of any compulsory motor insurance legislation operative within the **geographical limits**.

## 8 Other Insurances

If at the time of any occurrence giving rise to a claim there is any other insurance effected by **you** or on **your** behalf providing an indemnity in respect of such claim **our** liability will be limited to its rateable proportion. If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy in whole or in part or from contributing proportionally **our** liability under this policy will be limited to any excess beyond the amount which would be payable under such other insurance had this policy not been effected.

Provided always that nothing in this condition will impose on **us** any liability from which **we** would have been relieved under section 4.9 or exclusions 2b) and 6 to section 4.

### **9 Policy Voidable**

This policy will be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

### **10 Premium Adjustment**

Prior to the commencement of the period of insurance **you** will pay to **us** an agreed premium deposit. **You will** supply to **us** on request the necessary information required to calculate the actual premium in accordance with the rates agreed between **you** and **us**. If the premium due differs from the deposit the difference will be adjusted as appropriate.

### **11 Reasonable Care**

**You** will comply with all regulations imposed by any competent authority and take all reasonable precautions to prevent or minimise accident, injury or **damage**. In addition **you** will comply with maker's recommendations made in respect of equipment insured under this policy.

### **12 Vehicle Information**

**You** will supply details of any **vehicle** whose use is insured under this policy as required by the relevant law applicable within Great Britain and Northern Ireland for entry on the Motor Insurance Database.

### **13 Vehicle Maintenance**

**You** will at all times maintain the **vehicle** in an efficient and roadworthy condition.

### **14 Vehicle Security**

**You** will take all reasonable steps to safeguard the **vehicle** from **damage**.

# Our Complaints Procedure

We value the opportunity to investigate any concerns you may have about any aspect of our service and are committed to handling all complaints fairly, thoroughly and promptly.

## Who to contact in the first instance

Many concerns can be resolved straight away therefore in the first instance please get in touch with your usual contact as they will generally be able to provide you with an immediate response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

If we cannot resolve your complaint straight away we will aim to resolve your concerns as soon as possible and we will keep you informed of progress while our enquiries are continuing.

The majority of complaints we receive are resolved within four weeks of receipt.

## Next steps if you are not happy with the response provided

We are dedicated to our customers and seek to do what is right however sometimes we may not be able to reach an agreement with you. If this is the case and you remain dissatisfied once you have received our response to your complaint we will refer your complaint to our Customer Relations Team for a separate review.

The Customer Relations Team will contact you to let you know they have received your complaint and when their review is complete they will provide you with a final response on our behalf.

## The Financial Ombudsman Service (FOS)

If we are unable to resolve your complaint to your satisfaction within eight weeks or if you remain dissatisfied following receipt of our final response letter you can ask the FOS to formally review your case. You must contact the FOS within six months of our final response.

The FOS contact details are as follows:

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

You can telephone on 0845 080 1800 or e-mail [complaints.info@financial-ombudsman.org.uk](mailto:complaints.info@financial-ombudsman.org.uk)

This is a free and impartial service and will not affect your legal rights.

The FOS can help with most complaints if you are:

- a private individual
- a business with an annual turnover of less than £1,000,000
- a charity with an annual turnover of less than £1,000,000
- a trustee of a trust with a net asset value of less than £1,000,000.

If you are unsure whether the FOS will look at your complaint please contact them directly for further information.

You are entitled to contact the FOS at any stage of your complaint.

## The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation should we be unable to meet our obligations. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or you may contact the FSCS on 020 7892 7300.

Following this complaints procedure does not affect your legal rights.

**Zurich Insurance plc** A public limited company incorporated in Ireland Registration No. 13460 Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland. UK branch registered in England and Wales Registration No. BR7985. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Irish Financial Regulator and subject to limited regulation by the Financial Services Authority. Details about the extent of our regulation by the Financial Services Authority are available from us on request.

FSA registration number 203093. These details can be checked on the FSA's register by visiting their website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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