

Select

Motor module



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Part A – Motor vehicles

Section 1 – Special Definitions

Accessories

- a) Parts or products specifically designed to be fitted to or used with the Vehicle including spare parts
- b) permanently fitted entertainment systems, communication, navigation, security equipment or other electronic equipment fitted to the Vehicle by the manufacturer. This does not include equipment temporarily sited in and removable from the Vehicle being powered from a cigarette lighter/accessory socket
- c) Electric Vehicle charging equipment, being charging cables, adaptors (provided with the Electric Vehicle by the manufacturer) and home installed charging points.

Car

Any private car, estate car, utility car or Minibus.

Certificate

The current certificates of motor insurance issued by the **insurer**.

Child Seat

Any car seat designed for children up to 12 years old including infant carriers, combination car seats, forward facing car seats and high back booster seats with or without harnesses.

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 the **insurer's** consent in defending any claim
- c) costs incurred with the **insurer's** 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

in respect of any act or omission relating to any **event** which may be the subject of indemnity under this part.

Driver

Any person driving the Vehicle and entitled to do so under the terms of the Certificate.

Electric Vehicle

Any Vehicle that uses one or more electric motors for propulsion that are powered by a self-contained battery which requires charging from an external power source.

Geographical Limits

- a) The **territorial limits**
- b) any 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 the **insured** has requested and the **insurer** has agreed to extend cover for the use of the Vehicle in that country

and during transit (including the process of 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) The **insured**
- b) the Driver
- c) at the **insured's** request:
 - i) any **employee, member, volunteer**, director or principal
 - ii) any Passenger
 - iii) the owner of a Vehicle on hire or loan or leased to the **insured**
 - iv) any member or committee member of the **insured's** 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 the **insured's** 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.

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.

Road

Anywhere within the Geographical Limits where compulsory motor insurance legislation is operative.

Trailer

Any trailer which is the **insured's** property or for which the **insured** is legally responsible but excluding a disabled motor vehicle.

Vehicle

Any motor vehicle excluding a steam driven vehicle but including an Electric Vehicle as follows:

- a) Car
- b) Motorcycle
- c) Commercial Vehicle
- d) any motor vehicle bearing a Trade Plate

which is insured under this part and described in the Certificate but excluding any motor vehicle registered outside the **territorial limits** unless the **insured** has requested and the **insurer** has agreed to cover such motor vehicle.

Windscreen

Glass in the windscreen and windows, sunroof or panoramic glass roof.

Section 2 – Third Party Liability

In respect of legal liability for death of or bodily injury to any person and **damage to property** the **insurer** 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 the **insurer** will pay Costs and Expenses.

2.1 Corporate Manslaughter

In respect of any **event** which may be the subject of indemnity under this section the **insurer** will pay legal costs and expenses incurred with the **insurer's** 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) the **insurer's** liability under this clause will not exceed £5,000,000 in any one period of insurance
- b) this clause will only apply to proceedings brought in the **territorial limits**
- c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on the **insured's** behalf
- d) the **insured** will give the **insurer** immediate notice of any summons or other process served upon the **insured** 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) the **insurer** will be under no liability:
 - i) where the **insured** has 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.

2.2 Indemnity to Personal Representatives

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

2.3 Electric Vehicle Charging Cables

The **insurer** will indemnify the Insured Person when liability is caused by or arises out of the charging of an Electric Vehicle irrespective of whether compulsory motor insurance legislation operative within the Geographical Limits applies or not.

2.4 Terrorism

In respect of legal liability for **damage to property** directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with **terrorism** the **insurer** will indemnify the **insured**.

Provided always that:

- a) the **insurer's** liability under this clause will not exceed £5,000,000 inclusive of Costs and Expenses or the minimum amount required by the compulsory motor insurance legislation in the country in which the incident occurs whichever is the greater
- b) this clause will only apply to proceedings brought in the Geographical Limits.

Exclusions to Section 2

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 the **insured's** property but are occupied by the **insured** under a lease 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 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 the **insured's** property or provided by the **insured**
- 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

death of or bodily injury to any person or **damage to property** caused or occurring beyond the limits of any Road in connection with:

- a) the bringing of the load to any Vehicle for loading thereon
- b) the taking away of the load from any Vehicle after unloading therefrom

by any person other than the Driver or attendant of such Vehicle

6. Other Insurances

any person other than the **insured** 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

death or bodily injury to any person arising directly or indirectly from **terrorism** other than to meet the requirements of the compulsory motor insurance legislation in the country in which the incident occurs

9. Tool of Trade

death of or bodily injury to any person or **damage to property** caused by or arising out of the use of mechanically propelled plant or an attachment of the Vehicle while working as a tool of trade.

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

Provision to Section 2

1. Limit of Indemnity

The **insurer's** liability will not exceed any sum stated in this section or 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 3 – Indemnity to Owner

Where required by a contract entered into by the owner and the **insured** the **insurer** will in the terms of and subject to the limitations of section 2 indemnify the owner of the Vehicle loaned or hired to the **insured** provided that such owner is not entitled to indemnity under any other policy.

Section 4 – Joint Liabilities

If the **insured** comprises more than one party the **insurer** 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 the **insured** comprised only one party and in any event will not exceed any relevant limit of indemnity.

Section 5 – Indemnity to Principals

The indemnity provided under section 2 will extend to indemnify any principal of the **insured** in respect of liability at law arising out of the use of the Vehicle in connection with any contract entered into between the **insured** and such principal.

Provided always that:

- a) the **insurer** will not be liable for death or bodily injury or **damage to property** arising out of the negligence or other default of the principal or their servants or agents
- b) the **insurer** will have the sole conduct and control of any claim
- c) the principal is not entitled to indemnity under any other policy.

Section 6 – Movement of Third Party Vehicles

The indemnity provided under section 2 will extend to liability incurred by the **insured** or an **employee, member or volunteer** caused by or arising out of:

- a) the driving or movement of a motor vehicle not the property of the **insured** when it is interfering with the performance of the **business** directly connected with the legitimate passage of the Vehicle
- b) the parking or movement by an **employee** of a motor vehicle belonging to a customer or visitor of the **insured** on or within the vicinity of the premises
- c) the removal of a motor vehicle under powers conferred on the **insured** by any statute or bye-law but excluding liability in respect of deliberate destruction or disposal of the motor vehicle.

For the purposes of this section the words "or in the care, custody or control of" in section 2 exclusion 2 a) will not apply to such third party motor vehicle.

Section 7 – Contingent Liability

The indemnity provided under section 2 will apply in respect of liability incurred by the **insured** arising out of the use of any motor vehicle for death of or bodily injury to any person and **damage to property** 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 the **business**.

Provided always that:

- a) such motor vehicle is not the **insured's** property or held by the **insured** under a hire purchase agreement or hired by or leased to the **insured**
- b) the **insured** has 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 section is covered by any other insurance then notwithstanding general condition 10 the **insurer** will not be liable to make any contribution to such claim
- d) motor vehicle does not include any vehicle registered outside the **territorial limits**.

Section 8 – Disabled Motor Vehicles

The indemnity provided under section 2 will apply in respect of liability incurred by the Insured Person caused by or arising 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 motor vehicle and being used by the **insured** but only to the extent necessary to meet the requirements of any compulsory motor insurance legislation operative within the Geographical Limits.

This section does not cover:

- 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.

Section 9 – Service and Repair

The **insurer** will indemnify the **insured** when the Vehicle is in the care, custody or control of a member of the motor trade for service or repair.

Section 10 – Damage to Vehicle – by Fire or Theft

The **insurer** will indemnify the **insured** in respect of **damage** to the Vehicle and Accessories caused by fire or theft or attempted theft. Other than in respect of provision 2 this indemnity will not exceed the market value of the Vehicle and Accessories immediately before such **damage**.

Section 11 – Damage to Vehicle – other than by Fire or Theft

The **insurer** will indemnify the **insured** in respect of **damage** to the Vehicle and Accessories other than as described in section 10. Other than in respect of provision 2 this indemnity will not exceed the market value of the Vehicle and Accessories immediately before such **damage**.

Exclusions to Sections 10 and 11

These sections do not cover:

- a) wear and tear
- b) mechanical, electrical, electronic or computer breakage, failure or breakdown
- c) depreciation
- d) loss of use
- e) for section 11 – **damage** to tyres by application of brakes or by punctures cuts or bursts
- f) **damage** to the Vehicle caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds
- g) **damage** caused by deception
- h) any diminution in the value of the Vehicle.

Provisions to Sections 10 and 11

1. Medical Expenses

The **insurer** will at the request of the **insured** pay the cost of medical expenses in respect of any person who sustains bodily injury while in the Vehicle caused by accidental means in connection with the use of the Vehicle.

The **insurer's** total liability under this provision is:

- a) £500 in respect of each person for any one accident in Great Britain or Northern Ireland
- b) £5,000 in respect of any accident in the European Union provided that:
 - i) all occupants of the Vehicle are residents of the United Kingdom
 - ii) the **insurer** will not be liable for the cost of medical expenses covered by a separate insurance policy with the **insurer**.

2. New for Old

If any Car or goods carrying Commercial Vehicle not exceeding 7.5 tonnes gross vehicle weight is within one year of first registration:

- a) damaged to the extent that the costs of repair would exceed 50% of the manufacturer's recommended retail price plus taxes; or
- b) lost by theft and not recovered

the **insurer** will replace it with a new Vehicle of the same manufacturer and of the same or like type provided always that:

- i) the **insured** requests it; and
- ii) any other interested party known to the **insurer** consents; and
- iii) such a replacement is available

3. Personal Accident

The **insurer** will as a result of an **employee, member or volunteer** sustaining:

- a) death
- b) total and irrecoverable loss of sight in one or both eyes
- c) the total and irrecoverable loss of use of one or more limbs

pay £10,000.

Provided always that:

- i) such death or bodily injury is caused by accidental means as a direct result of the use of the Vehicle
- ii) the payment will only apply in respect of one occurrence and the **insurer's** total liability will not in aggregate exceed £10,000 in respect of any one person during any one period of insurance.

This provision does not cover:

- 1) suicide or attempt thereat
- 2) any person aged 75 years or over.

4. Personal Effects

The **insurer** will indemnify the **insured** or at the request of the **insured** any other person in respect of **damage** to personal effects other than **money** while in or on the Vehicle resulting from fire, theft, attempted theft or accidental means.

Provided always that:

- a) the amount payable in respect of any one occurrence will not exceed £500
- b) the **insurer** may at its option repair, replace or pay in cash the current market value of any such personal effects
- c) receipt by the person indemnified will constitute a discharge in respect of any claim under this section.

5. Theft or Loss of Keys

If the keys or any other removable ignition device or lock transmitter for the Vehicle are stolen or accidentally lost the **insurer** will at the **insured's** request 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 that:

- i) such loss is reported to the police
- ii) any other interested party known to the **insurer** consents
- iii) this indemnity will not exceed the market value of the Vehicle immediately before **damage**; and
- iv) the **insurer** will not be liable for the cost of replacing any alarms or other security devices fitted to the Vehicle.

Any such payment will not be subject to any **excess** which would otherwise be payable.

6. Child Seat Replacement

Where a Car is fitted with a Child Seat, whether or not owned by or provided by the **insured**, in the event of an incident for which indemnity is provided by this section the **insurer** will replace the Child Seat with a new Child Seat of the same or like type, make, model and specification provided that such a replacement is available.

Any such payment will not be subject to any **excess** which would otherwise be payable.

7. Hotel, Restaurant or Similar Organisation

The **insurer** will indemnify the **insured** when the Vehicle is in the custody or control of any hotel, restaurant or similar organisation solely for the purposes of parking and that for the purposes of this clause any driving restriction specified within this policy will not apply.

8. Incorrect Fuelling

The **insurer** will indemnify the **insured** for the costs of draining and cleansing the fuel tank of your Vehicle as a consequence of accidental filling of the fuel tank with the incorrect fuel for the type of engine.

Any such payment will not be subject to any **excess** which would otherwise be payable.

9. Emergency Hotel and Travel Expenses

The **insurer** will pay the cost or provide indemnity in respect of:

- a) hotel expenses up to £250 for the Driver and each Passenger up to a maximum amount of £750 in connection with any one claim
- b) travel expenses up to a maximum amount payable in connection with any one claim of £250.

Cover will only apply:

- i) if the Vehicle is immobilised as a result of **damage** or loss
- ii) if the Vehicle is lost as a result of theft covered under Section 10
- iii) where the **damage** or loss necessitates an unplanned overnight stop.

10. Battery Coverage (Leased or Hired)

If **damage** to an Electric Vehicle gives rise to a valid claim under Sections 10 and 11 any payment may, at the **insurer's** discretion, be made to the owner of the Electric Vehicle's battery, or batteries, if the battery is leased or hired.

11. Battery Cover

The **insurer** will indemnify the **insured** in the event of **damage** to an Electric Vehicle's battery, regardless of whether any **damage** has occurred to the Electric Vehicle itself. This includes **damage** to the battery as a result of a power surge whilst charging but excludes **damage** caused by construction or material defects on the part of the manufacturer.

Section 12 – Repairs and Spare Parts

Following a claim under sections 10 or 11 the **insurer** will:

- a) pay the reasonable cost of removal to the nearest competent repairer and delivery to the **insured** when repairs have been completed
- b) at its discretion repair or replace the Vehicle or its Accessories or make a cash settlement not exceeding the market value of the Vehicle or its Accessories at the time of **damage**
- c) not be liable for a greater sum than the maker's last list price in the United Kingdom for the supply of any spare part and at the **insurer's** discretion a cash settlement on this basis may be made if a spare part cannot be obtained. If the supply of any spare part is delayed or repair is postponed and the **insured** uses the Vehicle in a damaged condition the **insurer** will not be liable for the cost of any further **damage** so caused.

Repairs may be commenced if a completed claim form and detailed estimate are sent to the **insurer** on the day instructions to repair are given. Where instructions to repair the Vehicle are given by the **insured** any damaged part which has been replaced should be retained for a period of 10 days following completion of the repairs.

Section 13 – Trailers

The indemnity provided by section 2 and sections 10 and 11 if operative will apply in respect of any Trailer the property of or in the care, custody or control of the **insured**.

Provided always that the **insurer** will not be liable:

- a) for **property** being carried in or on a Trailer
- b) by virtue of this section to indemnify the **insured** in connection with the Vehicle or Trailer while the Vehicle is drawing a greater number of Trailers in all than is permitted by law.

Section 14 – Unauthorised Use

The **insurer** will indemnify the **insured** in the terms of section 2 and sections 10 and 11 if operative when the Vehicle is being used without the knowledge or consent of an authorised official of the **insured**. The **insurer** will not be liable under the terms of this section to indemnify any person driving or using the Vehicle.

Section 15 – Foreign Use

The **insurer** will indemnify the **insured** in respect of:

- a) general average, salvage, sue and labour charges arising from transportation by sea provided that in respect of the Vehicle section 11 is operative
- b) the enforced payment of customs duty following **damage** to the Vehicle giving rise to a valid claim under sections 10 or 11.

Section 16 – Motor Insurance Database

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

Section 17 – Hiring Agreements

If to the knowledge of the **insurer** the Vehicle is the subject of any contract or hire purchase agreement all settlements made in cash under sections 10 and 11 will be to the owner whose receipt will constitute a discharge of the **insurer's** liability.

Section 18 – Special Exclusions

This part does not cover:

1. Contractual Liability or Liquidated Damages

any liability assumed by the **insured** 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** except under section 2 arising during or in consequence of:

- a) earthquake occurring outside the **territorial limits** or any member state 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 member state of the European Union

3. Lessor Negligence

the owner of a Vehicle leased to the **insured** where liability is caused by the negligence of such owner or the servant or agent of such owner

4. Unauthorised Use

any claim while the Vehicle is with the **insured's** knowledge or 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 section 9

5. Unlicensed Drivers

any claim while the Vehicle is being driven:

- a) by the **insured** unless the **insured** holds a Licence or has held and is not disqualified from holding or obtaining such a Licence
- b) with the **insured's** general consent by any person who the **insured** knows 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 when section 19 clause 3 operates.

Section 19 – Special Conditions

1. Discharge of Liability

The **insurer** 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 the **insurer's** written consent prior to the date of such payment.

2. Our Rights

The **insurer** will 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.

3. 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.

4. Vehicle Maintenance

The **insured** will:

- a) take all reasonable steps to maintain and use the Vehicle in an efficient and roadworthy condition
- b) take all reasonable steps to safeguard the Vehicle from **damage**.

5. Law Applicable

This part is governed, in relation to each Vehicle insured under this part, by the law of the place within England, Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands where that Vehicle is used during the majority of the period of insurance or if there is any disagreement about which law applies, the law of the place where that Vehicle is registered. The **insured** agrees to submit to the exclusive jurisdiction of the courts in that place.

Section 20 – Cover

Cover applies within the Geographical Limits in respect of death of or bodily injury to any person or **damage** to **property** 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 and expressions used.

A. Comprehensive

Sections 1 to 21 apply.

B. Comprehensive excluding Windscreens

Sections 1 to 21 apply apart from section 11 which is cancelled solely in respect of claims for the breakage of glass windscreens, windows or sunroofs.

C. Third Party, Fire and Theft

Sections 1 to 10, 12 to 21 apply.

D. Third Party and Fire

Sections 1 to 10, 12 to 21 apply. Section 10 is cancelled other than in respect of **damage** caused by fire.

E. Third Party and Theft

Section 1 to 10, 12 to 21 apply. Section 10 is cancelled other than in respect of **damage** caused by theft or attempted theft.

F. Third Party

Sections 1 to 9 and 13 to 21 apply.

Section 21 – Excess

Applicable only where specified in the schedule.

Any **excess** specified in the schedule will apply to each of the Vehicles in accordance with the following:

K. Accidental Damage

Section 11 damage other than damage to Windscreen.

L. Fire

Section 10 **damage** caused by fire.

M. Theft

Section 10 **damage** caused by theft or attempted theft.

N. Windscreens

Section 11 breakage of Windscreen requiring replacement.

P. Third Party

Section 2.

Q. Theft Total Loss

Section 10 **damage** caused by theft or attempted theft where such **damage** renders the Vehicle a total loss constructive or otherwise.

Any **excess** specified in the schedule will be in addition to any other **excess** which may apply.

Section 22 – Additional Covers

S. Damage to Immobile Property

Applicable only where specified in the schedule.

Exclusion 2 a) to section 2 will not apply in respect of **damage** to immobile **property** owned by the **insured**.

Provided always that:

- a) the amount payable in respect of any one occurrence will not exceed the sum specified in the schedule as the limit
- b) no other insurance covers the same loss.

T. Continuing Hire Charges

Applicable only where specified in the schedule.

If the **insured** is liable to pay continuing hire charges incurred under a contract with the owner of a motor vehicle on temporary hire to the **insured** as a direct result of **damage** caused to such motor vehicle and which is the subject of indemnity under section 10 or 11 the **insurer** will pay such charges for a period not exceeding 120 days from the date of the occurrence.

Provided always that:

- a) the **insurer** will not be liable for the first 72 hours of such charges
- b) the amount payable in respect of any one occurrence will not exceed the sum specified in the schedule as the limit.
- c) Sections 10 and 11 exclusion d) will not apply to this cover.

U. Occasional Business use

Applicable only where specified in the schedule.

At the request of the **insured** this part will apply in respect of any Car not the property of, hired, lent or provided by the **insured** while being used in connection with the **business**.

General condition 10 will not apply to this cover.

V. Hiring Charges

Applicable only where specified in the schedule.

If **damage** to the Vehicle gives rise to a valid claim under sections 10 or 11 the **insurer** will indemnify the **insured** in respect of the cost of hiring a replacement motor vehicle of a similar model and performance.

Provided always that:

- a) the amount payable in respect of any one occurrence will not exceed £1,000
- b) no cover will apply in respect of the first 48 hours of any period of hire
- c) the **insurer** will not be liable as result of **damage** occurring elsewhere than within the **territorial limits** or Republic of Ireland
- d) the **insured** will take all reasonable steps to mitigate loss and expedite repairs, reinstatement or replacement of the Vehicle.

W. Termination Charges

Applicable only where specified in the schedule.

The **insurer** will indemnify the **insured** in respect of termination charges and/or penalty charge and/or loss of advance rental incurred by the **insured** in respect of the early termination of any Vehicle lease agreement entered into by the **insured**.

Provided always that:

- a) the early termination is caused by or is as a direct result of **damage** giving rise to a valid claim under sections 10 or 11
- b) the amount payable in respect of any one occurrence will not exceed £1,000
- c) the **insurer** will not be liable in respect of a charge incurred as a result of excess mileage.

Part B – Leased cars – employee scheme

This part should be read in conjunction with part A of the Motor module. The following sections detail the additional terms, conditions and limits which apply to this part.

Section 1 – Special Definitions

Vehicle

Any Vehicle forming part of an **employee** leasing scheme.

Section 2 – Age and Inexperienced Driver Excess

For **damage** to the Vehicle while being driven by or in charge of any person who is:

- a) under 25 years of age
- b) 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

the **insured** will be responsible for the **excess** as specified in the schedule.

Section 3 – Personal Effects

The **insurer** will indemnify the **insured** or at the request of the **insured** any other person in respect of **damage** to personal effects other than **money** while in or on the Vehicle resulting from fire, theft, attempted theft or accidental means.

Provided always that:

- a) the amount payable in respect of any one occurrence will not exceed the sum specified in the schedule as the limit
- b) the **insurer** may at its option repair, replace or pay in cash the current market value of any such personal effects
- c) receipt by the person indemnified will constitute a discharge in respect of any claim under this section.

Section 4 – Medical Expenses

The **insurer** will at the request of the **insured** pay the cost of medical expenses in respect of any person who sustains bodily injury while in the Vehicle caused by accidental means in connection with the use of the Vehicle provided that the amount in respect of each person injured will not exceed the sum specified in the schedule as the limit.

Section 5 – Personal Accident

The **insurer** will as a result of an **employee** or spouse of an **employee** sustaining:

- a) death
- b) total and irrecoverable loss of sight in one or both eyes
- c) the total and irrecoverable loss of use of one or more limbs

pay the amount specified in the schedule.

Provided always that:

- i) such death or bodily injury is caused by accidental means as a direct result of the use of the Vehicle
- ii) the payment will only apply in respect of one occurrence and the **insurer's** total liability will not in aggregate exceed the amount specified in the schedule in respect of any one person during any one period of insurance.

Exclusions to Section 5:

This section does not cover:

- 1) suicide or attempt thereat
- 2) any person aged 75 years or over.

Section 6 – Additional Covers

V. Hiring Charges

Applicable only where specified in the schedule.

If **damage** to the Vehicle gives rise to a valid claim under sections 10 or 11 of part A the **insurer** will indemnify the **insured** in respect of the cost of hiring a replacement motor vehicle of a similar model and performance.

Provided always that:

- a) the amount payable in respect of any one occurrence will not exceed the sum specified in the schedule as the limit
- b) no cover will apply in respect of the first 48 hours of any period of hire
- c) the **insurer** will not be liable as result of **damage** occurring elsewhere than within the **territorial limits** or Republic of Ireland
- d) the **insured** will take all reasonable steps to mitigate loss and expedite repairs, reinstatement or replacement of the Vehicle.

W. Termination Charges

Applicable only where specified in the schedule.

The **insurer** will indemnify the **insured** in respect of termination charges and/or penalty charge and/or loss of advance rental incurred by the **insured** in respect of the early termination of any Car lease agreement entered into by the **insured**.

Provided always that:

- a) the early termination is caused by or is as a direct result of **damage** giving rise to a valid claim under sections 10 or 11 of part A
- b) the amount payable in respect of any one occurrence will not exceed the sum specified in the schedule as the limit
- c) the **insurer** will not be liable in respect of a charge incurred as a result of excess mileage.

Part C – Legal expenses and uninsured loss recovery

The **insurer** for this Part of the policy is DAS Legal Expenses Insurance Company Limited ('DAS'). DAS is the underwriter and provides the legal protection insurance under this section

This Part of the policy will apply as specified in the schedule and should be read in conjunction with part A of the Motor module.

Section 1 – Special Definitions

The following wordings have these meanings wherever they commence with a capital letter in this Part of the policy

Costs and Expenses

All reasonable, proportionate and necessary costs chargeable by the Representative and agreed by the **insurer** in accordance with the DAS Standard Terms of Appointment.

Also the costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them or pays them with the **insurer's** agreement.

DAS Standard Terms of Appointment

The terms and conditions (including the amount the **insurer** will pay to a Representative) that apply to the claim, which could include a conditional fee agreement (no-win, no-fee).

Where a law firm is acting as a Representative the amount the **insurer** will pay is currently £100 per hour. This amount may vary from time to time.

Date of Occurrence

For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date the **insured** first became aware of it.)

Insured Person

The **insured** and any passenger or driver who is in or on the Insured Vehicle with the **insured's** permission. Anyone claiming under this section must have the **insured's** agreement to claim.

Insured Vehicle

Any Vehicle as defined in parts A or B.

Period of Insurance

The period for which the **insurer** has agreed to cover the Insured Person.

Preferred Law Firm

A law firm, barrister or tax expert the **insurer** chooses to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the Insured Person's claim and must comply with the **insurer's** agreed service standard levels, which the **insurer** audits regularly. They are appointed according to the DAS Standard Terms of Appointment.

Reasonable Prospects

The prospects that an Insured Person will recover losses or damages, make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%.

A Preferred Law Firm, on the **insurer's** behalf, will assess whether there are Reasonable Prospects.

Representative

The Preferred Law Firm, law firm, or other suitably qualified person the **insurer** will appoint to act on the Insured Person's behalf.

Territorial Limit

The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

Uninsured Losses

Losses which an Insured Person has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance to which this policy attaches.

REPORTING A CLAIM

Please do not ask for help from a lawyer, before the **insurer** has agreed that the **insured** should do so. If the **insured** does, the **insurer** will not pay the costs involved even if they accept the claim.

Phone the **insurer** on **0800 783 6066** as soon as possible after the accident to speak to one of the **insurer's** dedicated customer claims handlers. If the **insured** is calling from outside of the UK, please phone the **insurer** on **+44 29 2085 4069**

Section 2 – Cover

Insured Incidents

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

- (a) **damage** to the Insured Vehicle or to any property belonging to an Insured Person in or on the vehicle; and/or
- (b) death or bodily injury to an Insured Person whilst travelling in or on the Insured Vehicle.

The **insurer** agrees to provide the insurance described in this policy section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy section, provided that:

- 1 Reasonable Prospects exist for the duration of the claim
- 2 the Date of Occurrence of the insured incident is during the Period of Insurance
- 3 any legal proceedings will be dealt with by a court, or other body which the **insurer** agrees to, within the Territorial Limit
- 4 the insured incident happens within the Territorial Limit

What the insurer will pay

The **insurer** will pay a Representative, on behalf of an Insured Person, Costs and Expenses incurred following an insured incident, provided that:

- (a) the most the **insurer** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000
- (b) the most the **insurer** will pay in Costs and Expenses is no more than the amount the **insurer** would have paid to a Preferred Law Firm. The amount the **insurer** will pay a law firm (where acting as a representative) is currently £100 per hour. The amount may vary from time to time
- (c) in respect of an appeal or the defence of an appeal, the Insured Person must tell the **insurer** within the time limits allowed that they want to appeal. Before the **insurer** will pay the Costs and Expenses for appeals, the **insurer** must agree that Reasonable Prospects exist
- (d) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most the **insurer** will pay in Costs and Expenses is the value of the likely award.

What the insurer will not pay

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

Section 3 – Special Exclusions

This section of the policy does not cover:

- 1. A claim where the Insured Person has failed to notify the **insurer** of the insured incident within a reasonable time of it happening and where this failure adversely affects the Reasonable Prospects of a claim or the **insurer** considers their position has been prejudiced.
- 2. Any Costs and Expenses incurred before the **insurer** accepts the claim.
- 3. Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
- 4. Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority.
- 5. Any legal action an Insured Person takes which the **insurer** or the Representative have not agreed to or where the Insured Person does anything that hinders the **insurer** or the Representative.
- 6. A dispute with the **insurer** not otherwise dealt with under special condition 7.
- 7. The Insured Vehicle being used by anyone, with the Insured Person's permission, who does not have valid motor insurance.
- 8. Any claim where an Insured Person is not represented by a law firm or barrister.

Section 4 – Special Conditions

1. An Insured Person must:
 - a) co-operate fully with the **insurer** and the Representative;
 - b) give the Representative any instructions that the **insurer** asks the **insured** to.
2.
 - a) On receiving a claim, if representation is necessary, the **insurer** will appoint a Preferred Law Firm as the **insured's** Representative to deal with the **insured's** claim. They will try to settle the **insured's** claim by negotiation without having to go to court.
 - b) If the Representative cannot negotiate settlement of the **insured's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured** may choose a law firm to act as the Representative.
 - c) If the **insured** chooses a law firm as the **insured's** Representative who is not a Preferred Law Firm, the **insurer** will give the **insured's** choice of law firm the opportunity to act on the same terms as a Preferred Law Firm. However if they refuse to act on this basis, the most the **insurer** will pay is the amount the **insurer** would have paid if they had agreed to the DAS Standard Terms of Appointment. The amount the **insurer** will pay a law firm (where acting as the Representative) is currently £100 per hour. This amount may vary from time to time.
 - d) The Representative must co-operate with the **insurer** at all times and must keep the **insurer** up to date with the progress of the claim.
3.
 - a) An Insured Person must tell the **insurer** if anyone offers to settle a claim and must not agree to any settlement without the **insurer's** expressed consent.
 - b) If an Insured Person does not accept a reasonable offer to settle a claim the **insurer** may refuse to pay further Costs and Expenses.
 - c) The **insurer** may decide to pay an Insured Person the reasonable value of the claim that the Insured Person is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an Insured Person must allow the **insurer** to take over and pursue or settle a claim in their name. An Insured Person must allow the **insurer** to pursue at the **insurer's** own expense and for their benefit, any claim for compensation against any other person and an Insured Person must give the **insurer** all the information and help the **insurer** needs to do so.
4.
 - a) An Insured Person must tell the Representative to have Costs and Expenses taxed, assessed or audited if the **insurer** asks for this.
 - b) An Insured Person must take every step to recover Costs and Expenses that the **insurer** has to pay and must pay the **insurer** any Costs and Expenses that are recovered.
5. If a Representative refuses to continue acting for the Insured Person with good reason or if the Insured Person dismisses a Representative without good reason the cover the **insurer** provides will end at once unless the **insurer** agrees to appoint another Representative.
6.
 - a) If an Insured Person settles a claim or withdraws their claim without the **insurer's** agreement or does not give suitable instructions to a Representative, the **insurer** can withdraw cover and will be entitled to re-claim any Costs and Expenses they have paid.
 - b) If during the course of a claim Reasonable Prospects no longer exist the cover the **insurer** provides will end at once. The **insurer** will pay any Costs and Expenses they have agreed to, up to the date cover was withdrawn.
7. If there is a disagreement about the handling of a claim and it is not resolved through the **insurer's** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, the **insurer** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.
8. If there is a disagreement between an Insured Person and the **insurer** on the merits of the claim or proceedings, or on a legal principle, the **insurer** may suggest the Insured Person obtains at their own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by the **insurer** and the cost expressly agreed in writing between the Insured Person and the **insurer**. Subject to this the **insurer** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the Insured Person will recover damages (or obtain any other legal remedy that the **insurer** has agreed to) or make a successful defence. This does not affect the Insured Person's rights under Special Condition 7.

9. An Insured Person must:
- keep to the terms and conditions of this section of the policy
 - take reasonable steps to avoid and prevent claims
 - take reasonable steps to avoid incurring unnecessary costs
 - send everything the **insurer** asks for in writing; and
 - report to the **insurer** full and factual details of any claim as soon as possible and give the **insurer** any information they need.
10. If any claim covered under this section of the policy is also covered by another policy, or would have been covered if this policy did not exist, the **insurer** will only pay the **insurer's** share of the claim even if the other insurer refuses the claim.
11. This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **insured's** business is registered. Otherwise the law of England and Wales applies. All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

HOW TO MAKE A COMPLAINT

The **insurer** will always aim to give the **insured** a high quality service. If the **insured** thinks the **insurer** has let the **insured** down, the **insured** can contact the **insurer** by:

- phoning **0344 893 9013**
- emailing **customerrelations@das.co.uk**
- writing to the **Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH**
- completing the **insurer's** online complaint form at **www.das.co.uk/about-das/complaints**

Further details of the **insurer's** internal complaint-handling procedures are available on request.

If the **insured** is not happy with the complaint outcome or if the **insurer** has been unable to respond to the **insured's** complaint within 8 weeks, the **insured** may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints. (Details available from **www.financial-ombudsman.org.uk**)

The **insured** can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing **complaint.info@financial-ombudsman.org.uk**
- writing to **The Financial Ombudsman Service | Exchange Tower | London | E14 9SR**

Further information is available on their website: **www.financial-ombudsman.org.uk**.

Using this service does not affect your right to take legal action.

DATA PROTECTION

To comply with data protection regulations the **insurer** of this section of the policy (DAS) is committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how the **insurer** collects and uses this information. A full copy of the **insurer's** privacy notice can be found on their website – **www.das.co.uk/legal/privacy-statement**. If you require a written copy of the **insurer's** privacy notice please email **dataprotection@das.co.uk**.

HOW THE INSURER COLLECTS THE INSURED PERSONS INFORMATION

The **insurer** will either collect information directly from you, from someone who has authority to make a claim on your behalf, or via the **insurer's** partners when you:

- purchase a DAS product;
- request or obtain a quote;
- use the policy, such as making a claim or using one of the **insurer's** helplines;
- request an update on your claim;
- make a complaint;
- use the **insurer's** websites;
- contact the **insurer** or one of its partners by telephone, by post or email, or when you communicate via online channels.

Types of information the **insurer** will typically ask for includes basic personal details such as your name, address, e-mail address, telephone number, date of birth or age and marital status. The **insurer** will also need details of your claim, which may include sensitive personal information depending on the nature of the claim. The **insurer** will always be clear why they need this information and the purposes for which they will use it.

HOW THE INSURER WILL USE YOUR INFORMATION

The **insurer** will use your information to:

- manage your policy;
- manage your claim, including providing updates and in order to make decisions relating to policy coverage;
- provide you with the services outlined in your policy;
- handle complaints;
- provide quotes and sell policies.

Where the **insurer** uses trusted third parties to provide services under the policy your information will be shared outside of the DAS Group. The **insurer** will also share information with your insurer or insurance intermediary where it is necessary to manage your policy. For more information about how the **insurer** uses your information, including how your information is shared outside of the DAS Group please visit the **insurer's** website www.das.co.uk/legal/privacy-statement.

Your information may be disclosed when the **insurer** believes in good faith that the disclosure is:

- required by law; or
- to protect the safety of DAS; employees, the public or DAS UK Group property; or
- required to comply with a judicial proceeding, court order or legal process; or
- in the event of a merger, asset sale, or other related transaction; or
- for the prevention or detection of crime (including fraud).

WHAT IS THE INSURER'S LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

The **insurer** will use your personal information:

- because it is necessary for the performance of the **insurer's** contract with you or to take steps to enter into a contract with you;
- in order to comply with the **insurer's** legal obligations;
- because it is in the **insurer's** legitimate interests;
- for establishing, exercising or defending any legal claims in relation to your policy.

WHAT ARE THE INSURED'S RIGHTS?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

Or via Email: dataprotection@das.co.uk

HOW TO MAKE A COMPLAINT

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

www.ico.org.uk.

Part D – Loss of no claim discount/excess

This part will apply as specified in the schedule and should be read in conjunction with part A of the Motor module.

Section 1 – Special Definitions

Excess

The first part of each and every claim under a current Car policy which is not compulsorily imposed following an insurer's underwriting consideration of such policy.

No Claim Discount

A discount allowed by an insurer by way of a reduction from normal premium payable in recognition of a period or periods of insurance without claim under a Car policy.

Person Insured

Any **employee, member** or **volunteer** authorised by the **insured** to use a Car in connection with the **business**.

Section 2 – Cover

The **insurer** will indemnify the Person Insured in respect of:

- a) loss of or reduction in No Claim Discount
- b) payment of an Excess

incurred as a result of an accident occurring within the **territorial limits** involving a Car which at the time of the accident was being used by the Person Insured in connection with the **business**.

Section 3 – Special Exclusions

This section does not cover:

- a) any claim which is a direct result of the use of a Car by the Person Insured between their domestic residence and their normal place of work
- b) any amount in excess of the sum specified in the schedule as the limit in respect of any one claim
- c) any temporary payment of an Excess or loss of No Claim Discount.

Section 4 – Special Conditions

1. In the event of loss of No Claim Discount the **insurer** will pay the loss of or reduction in the ensuing years No Claim Discount between that earned and that which would have been earned had the accident not occurred.
2. The calculation of the amount to be paid will be based on the scale of No Claim Discount in force at the time of the accident.
3. On request the Person Insured will provide from their Car insurer evidence stating the:
 - a) amount of No Claim Discount permanently lost
 - b) scale of No Claim Discount
 - c) date of the accident and location
 - d) amount and reason the Excess applied.

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH

Registered in England and Wales | Company Number 103274

Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Zurich Municipal is a trading name of Zurich Insurance Company Ltd

A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

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

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