



# Fleet Policy



Insurances

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# INTRODUCTION

## FLEET INSURANCE CONTRACT

This policy is solely a contract of indemnity between us and you. It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights in favour of any third party other than those specifically conferred by the wording of the policy.

The basis of this contract is the insurance proposal form and declaration which you have signed (or any statement of fact prepared from information you have provided). Your statements and answers therein must be true and complete to the best of your knowledge and belief (after making all reasonable enquiries) for the contract to be in force.

The insurance cover the policy provides is subject to the terms, exceptions, conditions and endorsements contained in or attached to this policy and schedule which must be read as a whole. Everyone claiming cover must do everything the policy requires to benefit from cover.

Your policy is a valuable document and we recommend that you study it carefully, particularly the pages headed GENERAL EXCEPTIONS and CONDITIONS. You may find the pages headed DEFINITIONS helpful as we have set out the meaning of some key words and terms.

Subject to the terms, exceptions, conditions and endorsements of the policy, we will insure you against legal liability, loss or damage as specified in the schedule which occurs during any period of insurance for which we have accepted your premium.

Your policy provides cover against certain clearly specified events but in common with other insurances only against those events. For example, your policy is not a 'maintenance contract' and does not provide cover for normal wear, tear or deterioration. It is your continuing responsibility and a Condition of this policy that you ensure that your vehicles are adequately protected and kept in roadworthy condition.

You should pay particular attention to exception (g) under the PART A - LOSS OF OR DAMAGE TO YOUR VEHICLE section of this policy. It is not the intent of this policy to provide any indemnity for loss or damage as a result of theft or unauthorised taking of your vehicle and when the vehicle is unoccupied at any time where the keys are not removed from the vehicle.

## CHOICE OF LAW

The parties to a contract of insurance covering a risk situated in the United Kingdom are permitted to choose the law applicable to the contract. Unless otherwise agreed the law applicable to your main residence (for businesses the registered or principal business address will apply) within the United Kingdom will govern this insurance contract.

If your business is registered or has its principal business address outside the United Kingdom the law which will apply is the law of England and Wales.

If you are unsure of any aspect of the policy you should contact your intermediary or ourselves immediately for clarification/interpretation.

### **IMPORTANT**

**PLEASE READ THIS POLICY CAREFULLY TO ENSURE THAT IT MEETS YOUR REQUIREMENTS**

**IF YOU HAVE ANY QUERIES PLEASE CONTACT YOUR INSURANCE INTERMEDIARY WHO WILL BE PLEASED TO HELP**

**THIS POLICY SHOULD BE KEPT IN A SAFE PLACE - YOU MAY NEED TO REFER TO IT IF YOU HAVE TO MAKE A CLAIM**

Signed for and on behalf of

Groupama Insurance Company Limited



Pierre Lefèvre - Chairman and Chief Executive

Groupama Insurance Company Limited

Groupama House

24-26 Minories

London EC3N 1DE

## RISK MANAGEMENT



Fleet managers need to run their operations with minimum disruption. Risk management techniques should be used to reduce the expense and inconvenience caused by motor vehicle claims. Also it is important to protect employees whose jobs involve vehicle use by enhancing their safety while driving.

Groupama would like to assist in formulating and implementing risk management strategies which are tailored to the policyholder's own particular needs. In partnership with Peak Performance Management we provide access to expert advice and a wide range of risk management initiatives. As well as specific initiatives we make a point of focusing on basic risk management issues such as the administration of vehicles and drivers.

More detail on the importance of risk management together with some of the facilities available through Peak Performance Management can be found at [www.peakperformance.net](http://www.peakperformance.net). Additionally the next page provides basic details of the programmes provided and their significance in reducing your costs.

Peak Performance Management received the award of "Best Risk Management Company" at the Fleet News Awards 2002, 2003, 2004 and 2006.

## *Make a Real Difference*

These days no company big or small can afford to ignore the impact of rising motor incident costs on the balance sheet. Can these costs be controlled and reduced? The fact is they can . . . Here's how.

Since 1989 Peak Performance have trained thousands of drivers in advanced risk avoidance driving techniques. The truth is trained drivers:

- Crash Less
- Use Less Fuel
- Reduce Vehicle Wear and Tear

As Groupama's Risk Management partner our mission is to help you take positive steps to lower fleet costs . . . by implementing a crash free culture.

Saving money is only half the story training your drivers has other significant benefits too:

- Protects your employees and other road users from injury . . . Or worse
- Delivers improved efficiency and less vehicle damage
- Helps protect your company from liability and personal injury claims
- Removes the time consuming expensive aftermath of dealing with crashes
- Assists you in complying with health and safety legislation

### **Our Training Programmes**

- Cause minimal business disruption
- Are simple to arrange
- Are fully supported with guides and driver reports
- All our courses are delivered by highly qualified professional trainers and managed by a dedicated account management team

### **Is it a Test?**

Not at all . . . Our courses enhance personal driving ability are not confrontational and are highly enjoyable. They also help:

- Reduce the stress of modern driving
- Create pride in driving ability
- Demonstrate a duty of care
- Establish staff well being

### **What we Offer**

- Driver Development Workshops
- On Road Advanced Driving Courses
- In-House Assessor Training
- Internet Based Driver Assessment and Education Programmes
- Driver Handbook Templates Safety Kits Crash Packs and other ancillary driving products
- Plus many other Specialist Courses

### **How much will it Cost?**

A lot less than you probably think!

For a free consultation to discuss your training requirements contact:

Peak Performance Management

1st Floor Hatfield House Devonshire Street Chesterfield S41 7ST

Tel 01246 244200 e-mail [enquiries@peakperformance.net](mailto:enquiries@peakperformance.net)

Visit our web site at [www.peakperformance.net](http://www.peakperformance.net)

## DEFINITIONS

Certain words and expressions used in this policy have been defined and they will have the same meaning wherever they appear in the policy documents irrespective of its typeface or colour

<b>Acts of Terrorism</b>	The use or threatened use of any action force or violence by any person or group of people whether acting alone or on behalf of any organisation or government committed for political religious ideological or similar purposes including the intention to influence any government or to intimidate and/or put in fear the public or any section of the public
<b>Agricultural Vehicle</b>	Any mechanically propelled vehicle constructed or adapted to be used solely for agricultural or forestry purposes insured under this policy and described in a certificate of motor insurance which has been delivered to you and remains effective
<b>Audio Equipment</b>	Any permanently fitted radio and/or cassette or disc player or television or video or personal computing equipment or satellite navigation equipment or similar apparatus accessories or component parts including equipment designed to be removed or partly removed that cannot function independently of your vehicle when temporarily removed from your vehicle for security purposes
<b>Car</b>	Any car estate car personnel carrier or motorised caravan with not more than seven passenger seats and not used for the carriage of passengers for hire or reward insured under this policy and described in a certificate of motor insurance which has been delivered to you and remains effective
<b>Certificate of motor insurance</b>	Evidence that you have motor insurance as required by law Where multiple certificates have been issued the definition "certificate of motor insurance" relates to all issued certificates
<b>Commercial Vehicle</b>	Any crewbus or minibus with eight or more passenger seats or other mechanically propelled vehicle constructed or adapted for the carriage of goods but excluding agricultural vehicles or plant insured under this policy and described in a certificate of motor insurance which has been delivered to you and remains effective
<b>EU</b>	The European Union
<b>Excess</b>	The first amount of any claim for which you will be responsible if your vehicle is lost stolen or damaged
<b>Great Britain</b>	England Scotland and Wales

## DEFINITIONS (Continued)

<b>Inexperienced drivers</b>	Any person who has a provisional licence or a person who has held a full licence for less than 12 months at the time of an event which you may be entitled to claim for
<b>Insured Person / Insured</b>	You  The companies partnerships or persons named in the schedule including partners or directors or their legal representatives in the event of their insolvency or death or any person permitted to drive or use your vehicle by you and not excluded from doing so by us
<b>Keys</b>	Any key or alternative electronic or mechanical device designed to operate the locking and/or ignition systems of the vehicle
<b>Market Value</b>	The cost of replacing your vehicle with a vehicle of the same make model specification age mileage and condition as your vehicle was immediately before the loss or damage in respect of which you are claiming
<b>MID</b>	The Motor Insurance Database
<b>MIIC</b>	The Motor Insurers' Information Centre
<b>Motor Cycle</b>	Any mechanically propelled two-wheeled vehicle or three-wheeled vehicle having two wheels on one axle less than 18 inches apart with or without a sidecar attached insured under this policy and described in a certificate of motor insurance which has been delivered to you and remains effective
<b>Plant</b>	Any mechanically propelled vehicle constructed or adapted to operate as a tool and not primarily designed for the carriage of passengers or goods insured under this policy and described in a certificate of motor insurance which has been delivered to you and remains effective
<b>Pollution</b>	All pollution or contamination of buildings or other structures or of water or land or the atmosphere All injury loss or damage directly or indirectly caused by the pollution or contamination

## DEFINITIONS (Continued)

<b>Racetrack</b>	Any track field or road on private property which is used at any time for racing rallies pacemaking or speed trials
<b>Spare Trailer</b>	Any trailer not allocated to a vehicle but declared to us
<b>Trade Plate</b>	Any valid Trade Licence Plate issued by an accredited Vehicle Licencing Authority insured under this policy and described in a certificate of motor insurance which has been delivered to you and remains effective
<b>Trailer</b>	Any drawbar trailer semi-trailer articulated trailer agricultural implement or forestry implement which is constructed to be towed by a motor vehicle
<b>United Kingdom/UK</b>	England Scotland Wales Northern Ireland the Isle of Man and the Channel Islands
<b>Vehicle</b>	Any vehicle insured under this policy and described in a certificate of motor insurance which has been delivered to you and remains effective Permanently fitted communications equipment is part of the vehicle It also includes accessories and spare parts in or on the vehicle or if the vehicle is a car in your or your employees' garage at the time of the loss or damage
<b>We/Us/Our</b>	Groupama Insurance Company Limited
<b>You/Your</b>	The companies partnerships or persons named in the schedule as the insured including partners or directors or their legal representatives in the event of their insolvency or death
<b>Young Driver</b>	A person under the age of 25 at the time of an event for which you may be entitled to make a claim

# COVER INDEX

The separate schedule forms part of this policy together with the certificate of motor insurance. Please read the schedule carefully as it defines the cover provided to you under this policy.

The terms used in the schedule to define cover apply to the following parts of the policy:

## **COMPREHENSIVE (COMP)**

All parts

## **THIRD PARTY FIRE AND THEFT (TPF & T)**

DEFINITIONS

PART A - LOSS OF OR DAMAGE TO YOUR VEHICLE  
(only applies to loss or damage resulting from Fire Theft or attempted Theft)

PART B - LIABILITY TO OTHERS

PART C - OTHER BENEFITS 7 8 9 10 and 11

PART D - TERRITORIAL LIMITS AND FOREIGN USE

GENERAL EXCEPTIONS

CONDITIONS

## **THIRD PARTY ONLY (TPO)**

DEFINITIONS

PART B - LIABILITY TO OTHERS

PART C - OTHER BENEFITS 7 8 9 10 and 11

PART D - TERRITORIAL LIMITS AND FOREIGN USE

GENERAL EXCEPTIONS

CONDITIONS

## **FIRE AND THEFT ONLY (F & T)**

DEFINITIONS

PART A - LOSS OF OR DAMAGE TO YOUR VEHICLE  
(only applies to loss or damage resulting from Fire Theft or attempted Theft)

GENERAL EXCEPTIONS

CONDITIONS

# PART A – LOSS OF OR DAMAGE TO INSURED VEHICLE

## COVER

- (a) If your vehicle accessories or spare parts are lost stolen or damaged we will either
- repair the damage
  - replace what is lost or damaged beyond economical repair
  - pay you cash for the amount of the loss or damage

We have the right to choose which action to take in the case of any claim

- (b) If your vehicle is a car and is stolen and not recovered or is damaged and the cost involved in repair will exceed 60% of the manufacturers list price (including car tax and value added tax) at the time of the loss or damage we will replace your car with a new car of the same make and model subject to availability This option is only available if the incident resulting in your car being rendered beyond economical repair or a total loss occurs within one year of the date of first registration of your car as new and the initial registration was in your name

If your vehicle is damaged beyond economic repair and a replacement vehicle is not available then at our option we will either provide an equivalent vehicle or pay you the market value of the vehicle and its fitted accessories and spare parts at the time of the loss or damage

Any party with an interest in your vehicle must consent to its replacement

- (c) If your vehicle cannot be driven as a result of loss or damage covered by this policy we will pay the reasonable cost of protecting your vehicle by taking it to the nearest competent repairers from the place of the loss or damage After repair we will pay the reasonable cost of delivering it to your address in the United Kingdom

## EXCEPTIONS

This cover does not apply to

- (a) loss of use or depreciation from wear and tear computer failure or mechanical electrical or electronic breakdowns or breakages
- (b) damage to tyres from braking or by punctures cuts or bursts
- (c) loss destruction or damage caused directly by pressure waves resulting from aircraft and other aerial devices travelling at sonic or supersonic speeds
- (d) loss or damage to mobile or self-propelled cranes whilst operating as a tool of trade except for loss or damage arising directly from fire or theft or an attempted theft
- (e) any reduction in the market value of your vehicle following any repair whether or not as a result of a claim under this policy
- (f) loss or damage caused by the deception of a person who claims to be a buyer or a buying or selling agent of your vehicle
- (g) loss or damage as a result of theft or unauthorised taking of your vehicle when your vehicle is left unoccupied and the keys are in or on the vehicle
- (h) additional storage costs caused by the unavailability of a spare part or accessory nor the cost of importing any spare part or accessory into the United Kingdom

## PART A – LOSS OF OR DAMAGE TO INSURED VEHICLE (continued)

### COVER

(d) If any damaged accessory or part of your vehicle is obsolete or cannot be obtained we will pay the value of the accessory or part at the time of the occurrence loss or damage. The value paid will not exceed the manufacturer's list or last quoted price in the United Kingdom for the accessory or part. If such a list price is not available the most we will pay is the manufacturer's last quoted list price in the United Kingdom for an equivalent part or accessory.

### EXCEPTIONS continued

#### Young or inexperienced Drivers

If your vehicle suffers loss or damage whilst it is being driven by or is in the charge of a person who is young or inexperienced as defined below you will be responsible for the first part of the cost of any claim for damage to your vehicle. This is in addition to any other excess amount stated in the schedule.

Age of Driver	Amount payable by you
(i) under 21 years	£250
(ii) Under 25 years (but not under 21 years)	£150
(iii) 25 years or over but the holder of a provisional licence or a full EU licence for less than 12 months	£150

These amounts will not apply if the loss or damage

- (i) is caused by fire or theft or an attempted theft
- (ii) is limited to breakage of glass in the vehicle windscreen or windows or to paint or bodywork damaged by the breakage

#### Terrorism

Cover under this section of the policy is limited to a maximum of £250000 in respect of any incident resulting from an act of terrorism.

In the event of an occurrence involving loss or damage to more than one vehicle the £250000 limit will apply to the aggregate amount of all your vehicles.

## PART B – LIABILITY TO OTHERS

### COVER

#### Indemnity to You

This policy covers you in respect of all sums incurred in connection with legal liabilities arising from the use of your vehicle on the road or other public place or the loading onto or unloading from your vehicle resulting in

- (a) death of or bodily injury to any person
- (b) damage to any person's property including all costs expenses and indirect losses other than those covered under LEGAL EXPENSES resulting from an incident or series of incidents arising out of one event subject to a limit of
  - i £5000000 in respect of any vehicle other than cars and motorcycles
  - ii £20000000 in respect of cars and motorcycles
  - iii £100000000 in total where more than one of your vehicles is involved in the same accident or series of accidents arising out the same event

#### Indemnity to other Persons

The same indemnity provided to you is also provided to

- (a) anyone you allow to drive your vehicle if permitted within the schedule
- (b) anyone using but not driving your vehicle with your permission for social domestic and pleasure purposes
- (c) any person travelling in or on entering or exiting your vehicle

#### Emergency Medical Treatment

We will pay for the emergency medical treatment of any person using your vehicle resulting from an accident in your vehicle as required by the Road Traffic Acts

#### Transfer of Cover to Legal Personal Representatives

After the death of anyone insured under this policy the protection of this policy against any liability you had incurred will automatically transfer to your estate

### EXCEPTIONS

This cover does not apply to liability arising from

- (a) anyone who fails to comply with all the terms exceptions conditions and endorsements of this policy which apply to the insured
- (b) anyone entitled to similar cover under any other policy
- (c) death of or bodily injury that happens beyond the limits of any carriageway or thoroughfare and involves anyone other than the driver or attendant of your vehicle bringing a load to your vehicle for loading or taking a load away from your vehicle after unloading it
- (d) death of or bodily injury to any person arising out of and in the course of such persons employment by the person claiming indemnity under this section
- (e) loss of or damage to property belonging to or held in trust by or in the custody or control of an insured person
- (f) loss of or damage to your vehicle or liability for loss of or damage to any property in or on your vehicle
- (g) death of or bodily injury to any person or damage to any person's property caused by or arising out of the operation as a tool of any vehicle trailer or plant
- (h) damage to premises (or to the fixtures and fittings therein) which are not in your ownership but which are occupied by you under a legal arrangement
- (i) death or bodily injury to any person or loss or damage to any property caused by or arising out of a delivery of a load where such delivery was not authorised not ordered or unlawful

## PART B – LIABILITY TO OTHERS (continued)

### COVER

#### Legal Expenses

General representation

If we give our prior permission we will pay the fee for a solicitor to:

- i represent any person insured under this policy at any coroner's inquest or fatal accident enquiry
- ii defend any person insured under this policy in a court of summary jurisdiction in connection with any accident which you may be able to claim for under this policy

Proceedings for manslaughter or causing death by dangerous driving or causing death while under the influence of drink or drugs

We will pay for legal services to defend anyone insured under this policy if proceedings are taken against them for manslaughter or causing death by dangerous driving while under the influence of drink or drugs. The following conditions apply to this cover

- i you must ask us to provide and we must agree to provide the cover
- ii the death(s) giving rise to the proceedings must be covered by this policy
- iii the event causing the death(s) must have happened in the United Kingdom

#### Cross Liabilities

Where the insured is specified as more than one associated subsidiary company partnership person or combination thereof cover will apply for each as if they are the only insured

Aggregate limits of indemnity will apply to all cover under PART B - LIABILITY TO OTHERS

### EXCEPTIONS

- (j) death or bodily injury to any person or loss or damage to any property sustained or incurred whilst your vehicle is being driven or is entering or leaving or is standing in any part of an airport aerodrome airfield or military installation set aside for

moving landing or taking off of aircraft  
aircraft parking areas and associated roads and ground  
equipment parking maintenance and refuelling areas  
Customs examination areas and passenger terminals

- (k) death of or bodily injury to any person or loss or damage to any person's property caused by acts of terrorism

Cover is provided as necessary to meet the compulsory insurance requirements of the Road Traffic Acts

## PART C – OTHER BENEFITS

### 1 PERSONAL EFFECTS

#### COVER

If your vehicle is insured for Comprehensive cover and damaged under circumstances that give rise to a valid claim under PART A - LOSS OF OR DAMAGE TO YOUR VEHICLE we will pay for loss or damage to personal effects clothing or rugs due to fire theft attempted theft or accident involving your vehicle. The maximum amount payable as a result of any one incident is £250.

Where an amount is payable to the owner of personal effects clothing or rugs other than you we may make payment direct to the owner and their receipt will be a full discharge to us. This cover will not be subject to any excess.

#### EXCEPTIONS

This cover does not include

- (a) loss of or damage to money or stamps or tickets or documents or securities
- (b) loss of or damage to goods or samples carried in connection with any trade or business
- (c) wear tear and depreciation

### 2 MEDICAL EXPENSES

#### COVER

If your vehicle is insured for Comprehensive cover and the driver and/or any passengers in your vehicle are injured in an accident involving your vehicle we will pay medical expenses incurred up to £250 for each injured person for treatment performed by a registered medical practitioner. This cover will not be subject to any excess.

### 3 LOSS OF OR THEFT OF KEYS

#### COVER

If your vehicle is insured for Comprehensive cover in the event of the keys being lost or stolen we will pay for the cost of replacing

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

For this cover to apply the loss must be reported to the police and any known party with a financial interest in your vehicle must consent to the fitting of replacement locks. This cover will not be subject to any excess.

#### EXCEPTIONS

This cover does not include the cost of replacing any keys when keys are left in or on your vehicle when the vehicle is left unoccupied.

## 4 HOTEL EXPENSES

### COVER

If cover is provided under Part A - LOSS OF OR DAMAGE TO YOUR VEHICLE cover will be extended to provide cover for up to £50 for the driver or £100 in total for all people in your vehicle towards the cost of staying in a hotel overnight where this is necessary because your vehicle cannot be driven as a result of a loss or accident. This cover will not be subject to any excess.

## 5 TEMPORARY REPLACEMENT VEHICLE

### COVER

If your vehicle is insured for Comprehensive cover and damaged under circumstances that give rise to a valid claim under PART A - LOSS OF OR DAMAGE TO YOUR VEHICLE of the policy you will be entitled to a replacement vehicle for the period that your vehicle is under the control of a Groupama partnership repairer subject to limits shown below.

The replacement vehicle will be provided by a company of our choice. Cars shall be replaced with a saloon hatchback estate car or similar vehicle not exceeding an engine capacity of 1400 cc and Commercial Vehicles with an equivalent commercial vehicle not exceeding 3.5 tonnes gross vehicle weight. This service is subject to the availability of a suitable replacement vehicle from the company of our choice.

When a replacement vehicle is provided policy cover is extended to that vehicle for the period that you are entitled to it.

The cost of the replacement vehicle will be met by the policy other than fuel expenses incurred.

### LIMITS

Entitlement to a replacement vehicle under this policy will cease

- (a) when a Groupama partnership repairer and/or any vehicle engineer appointed by us gives an opinion to us that your vehicle is damaged beyond economical repair and we confirm that settlement on this basis should be made
- (b) when a claim is made or settlement is offered involving a new replacement car under PART A - LOSS OF OR DAMAGE TO YOUR VEHICLE of the policy
- (c) when the vehicle has been repaired and is made available for collection or re-delivery
- (d) upon expiry of the policy or upon cancellation under the terms and conditions of this policy
- (e) after a period of 14 days from the replacement vehicle being made available

Replacement vehicle entitlement is restricted to loss or damage occurring in Great Britain and Northern Ireland.

## 6 TRAILERS

### COVER

The policy cover applicable to your vehicle also applies to any trailer attached to that vehicle or when any trailer is detached stationary and visible from your vehicle. Spare trailers do not need to be visible from your vehicle. If any trailer becomes detached from your vehicle while they are in motion or stationary the cover provided by PART B - LIABILITY TO OTHERS will apply to indemnify you against liability incurred arising from the detachment of the trailer.

The policy provides cover for towing a vehicle that cannot be driven provided that it is not being towed for reward.

In the event of loss, damage or liability covered by this policy involving a trailer or vehicle that cannot be driven, the vehicle and trailer or vehicle that cannot be driven will be considered the same entity and policy limits will apply to them on an aggregate basis.

## 7 UNAUTHORISED USE

### COVER

When your vehicle is being used without your knowledge or consent, the cover provided under PART A - LOSS OF OR DAMAGE TO YOUR VEHICLE, PART B - LIABILITY TO OTHERS and PART C - OTHER BENEFITS of this policy will apply and we will not rely on GENERAL EXCEPTION 1 (b) provided that the driver is an employee of the insured and you have taken all reasonable steps to ensure that your employees are aware of the limits and restrictions of this policy.

## 8 CONTINGENT LIABILITY

### COVER

We will indemnify you under the terms of PART B - LIABILITY TO OTHERS of this policy while any vehicle not belonging to or provided to you is being used in connection with your business by a person in your employment. For this cover to operate, you must have taken all reasonable steps to ensure that there is in force other valid insurance for such use of the vehicle.

### EXCEPTIONS

This cover does not apply:

- (a) when any trailer or disabled mechanically propelled vehicle is being towed unlawfully
- (b) for loss of or damage to property being carried in or on any trailer
- (c) for loss of or damage to any towed disabled mechanically propelled vehicle or its contents
- (d) for any loss or damage caused by acts of terrorism
- (e) for loss of or damage to any trailer or caravan owned by any person in your employment

### EXCEPTIONS

This cover does not apply:

- (a) to liability for loss or damage of the vehicle referred to in this section
- (b) if there is any other valid insurance
- (c) liability for death of or bodily injury to any person arising out of and in the course of their employment with you while travelling in, entering or exiting the vehicle

## 9 INDEMNITY TO PRINCIPAL

### COVER

We will indemnify at your request under the terms of PART B - LIABILITY TO OTHERS of this policy any principal with whom you have a contract or agreement for the execution of work or services

### EXCEPTIONS

This cover does not apply to

- (a) liability arising from any act or default or neglect of the principal or his employee or agent
- (b) liability assumed by you by agreement which would not have attached in the absence of such an agreement including liability for liquidated damages under any penalty clause
- (c) liability for death of or bodily injury to any person in the employment of the principal arising out of and in the course of such employment

## 10 UNAUTHORISED MOVEMENT

### COVER

The cover provided under PART A - LOSS OF OR DAMAGE TO YOUR VEHICLE and PART B - LIABILITY TO OTHERS of the policy will apply in respect of any vehicle not belonging to or not the subject of any contract for use by you whilst being moved by you or a person in your employment for the purpose of allowing the free passage of the vehicle or the loading or unloading of the vehicle

## **PART D – TERRITORIAL LIMITS AND FOREIGN USE**

### **COVER**

#### **Territorial Limits**

Your policy automatically provides the cover you have chosen throughout the United Kingdom in any other country that is a member of the European Union and countries specified on the reverse of the certificate of motor insurance

#### **EU Minimum Cover Requirements**

This policy provides cover for use of your vehicle in accordance with the compulsory insurance requirements of the Road Traffic Acts and EU Motor Directives implemented by UK legislation or cover as defined in the schedule if more expansive. This applies for use of your vehicle in member states of the European Union or any other country that the Commission of the European Union is satisfied as meeting the requirements of Article 7 (2) of the EC Directive 72/166/EC relating to civil liabilities resulting from the use of vehicles

#### **Extended Cover**

If cover is required for your vehicle outside of the territorial limits of this policy and cover is authorised by us and subject to payment of any required premium we will provide you with an International Insurance Certificate (Green Card) for the period of your journey

#### **Delivery and Customs Duty**

If your vehicle cannot be driven as a result of loss or damage but not rendered beyond economic repair whilst outside of the UK and covered by this policy we will also pay the reasonable cost of delivering it to your address in the UK. Any import taxes or duty of a similar nature payable as a direct result of the loss or damage will be indemnified by us

#### **Additional Covers**

We will indemnify your liability for general average contributions salvage and sue and labour charges arising from loss of or damage to your vehicle while being transported (including loading and unloading) by a recognised sea route between territories where this policy is operative. For this cover to apply your vehicle must be covered under PART A - LOSS OF OR DAMAGE TO YOUR VEHICLE section of this policy

## GENERAL EXCEPTIONS

- 1 This policy does not apply when your vehicle
  - (a) is being driven by or is in the charge of any person not permitted by the certificate of motor insurance
  - (b) is being used other than for the purposes specified in the certificate of motor insurance
  - (c) is being driven by you unless you hold a valid licence to drive your vehicle or you have held a licence and are not disqualified from holding or obtaining such a licence when a licence is required by law
  - (d) is being driven with your consent by any person who to your knowledge does not have or has never held a licence permitting them to drive your vehicle or is disqualified from holding or obtaining one when a licence is required by law
  
- 2 This policy does not cover any liability incurred as a result of an agreement or contract unless that liability would have existed otherwise
  
- 3 This policy does not provide cover for any consequence of war invasion act of foreign enemy hostilities (whether or not war is declared) civil war rebellion revolution insurrection or military or usurped power
  
- 4 This policy does not provide cover except under PART B - LIABILITY TO OTHERS for any loss or damage caused by
  - (a) earthquake if it occurs outside the EU
  - (b) riot or civil commotion if it occurs
    - i. in Northern Ireland
    - ii. elsewhere other than Great Britain the Isle of Man the Channel Islands or any other member of the EU
  
- 5 This policy does not provide cover for any loss of or destruction of or damage to any property or any resulting loss or expense or any direct or indirect consequential loss arising from or any legal liability directly or indirectly caused or contributed to by or arising from
  - (i) ionising radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it
  
- 6 This policy does not cover loss damage or liability caused directly or indirectly by pollution or contamination unless arising by a sudden identifiable unintended and unexpected occurrence taking place entirely at a specific time and place during the period of insurance
  
- 7 This policy does not provide cover other than section 10 - UNAUTHORISED MOVEMENT of PART C - OTHER BENEFITS if any vehicle is registered elsewhere than in the United Kingdom
  
- 8 This policy does not provide cover for use of your vehicle on a racetrack

Cover is provided as necessary to meet the compulsory insurance requirements of the Road Traffic Acts

# CONDITIONS

- 1 The cover provided by this policy is subject to the terms exceptions conditions and endorsements contained in the policy schedule and certificate of motor insurance which must be read as a whole Everyone claiming cover must do everything the policy requires for it to remain in force
- 2 You must provide full and prompt cooperation in respect of any inquiry or request for information that is raised by us
- 3 The requirement in this policy that the driver of your vehicle must hold a valid licence to drive that vehicle and not be disqualified from holding or obtaining a licence shall not apply when your vehicle is being driven by your employee with your consent in circumstances where a licence is not required by law
- 4 Where payment of premium is not made when due any cover provided by this policy will be inoperative from the date such premium was due
- 5 In the event of a claim being made under this policy and the premium is being paid under a Groupama Insurances Credit scheme we may deduct from any settlement due to you any outstanding balance of premium for the period of insurance
- 6 We will not pay the claim and all cover under this policy is forfeited if you or anyone acting for you makes a claim under the policy knowing the claim to be false fraudulently inflated or supported by fraudulent documents or if loss damage or injury is caused by your wilful act or with your connivance
- 7 We or our agent may cancel this policy by giving thirty days written notice to your last known address with the return premium calculated on a pro-rata basis from the date of cancellation to the natural expiry date of the period of insurance Any return premium in respect of policy cancellation will be paid upon our receipt of the certificate of motor insurance and any insurance discs
- 8 If you are a retail customer and if having examined your policy you decide not to proceed you have 14 days from the date you received your policy document to cancel this policy and receive a full refund of premium To do this you should contact the intermediary or organisation that sold you your policy

No refund of premium will be given if you have made a total loss claim or an incident has occurred that may give rise to such a claim

Any refund will be subject to the return of the policy document and any Certificate of Motor Insurance or Cover Note

- 9 Notwithstanding Condition 8 if you want to cancel this policy you must tell us in writing and at the same time send us your certificate of motor insurance and any insurance discs

A refund of premium may be affected if you have made a claim under the policy or an incident has occurred which may give rise to a claim under the policy

If the policy is cancelled in its first year we will calculate the refund by using the short period rates listed below If the policy is cancelled in any other year we will calculate the refund on a pro rata basis

Full Months Cover	% of annual premium
0	75%
1	70%
2	64%
3	56%
4	48%
5	40%
6	32%
7	24%
8	16%
9	8%
10	0%
11	0%

## CONDITIONS (continued)

10 You must take all reasonable steps to

- (a) protect your vehicle from damage or loss and
- (b) keep your vehicle in a roadworthy condition

11 Should we request it you must give us access to examine your vehicles at any reasonable time

12 You must disclose to us details of any person who is intended to drive your vehicle under this policy who has within the last five years been convicted of any offence or comparable offences in any other EU member state that have resulted in a disqualification from driving

For your assistance those convictions are usually referred to with the following codes and definitions

AC	Accident Offences
BA	Disqualified Driver
DD	Dangerous and/or Reckless Driving
DR	Drink and/or Drugs
UT	Theft or Unauthorised Taking
NE	Non-Endorsable Offences Leading to Disqualification
TT	Disqualification under "Totting-Up" Procedure
XX	Disqualification under "Totting-Up" Procedure

You must also disclose to us if any person who is intended to drive your vehicle under this policy has

- (a) been refused motor insurance or continuance thereof and/or
- (b) a licence issued with restrictions or for a restricted period of time

Your duty of disclosure under this condition continues to apply during the period of insurance and to any claim made under the policy to all persons covered under this policy We reserve the right to request further or more detailed information as we deem it relevant to the policy

13 If your vehicle sustains loss or damage which is covered under PART A - LOSS OF OR DAMAGE TO YOUR VEHICLE of this policy you must without delay

- (a) take necessary precautions to safeguard your vehicle and
- (b) give us the repairer's full name and address and a full account of the loss or damage and a detailed estimate of the cost involved in the repair and
- (c) report any loss as a result of theft of or from your vehicle to the Police

Subject to the above requirements you may ask the repairers to carry out any reasonable and necessary repairs at once provided that our consent is obtained before any new parts are obtained

14 You or your legal representatives must provide us in writing as soon as possible full details of any incident which could lead to a claim under the policy You must also forward immediately to us unanswered any correspondence or documents received in connection with such an occurrence You must inform us in writing of any impending prosecution inquest or fatal accident inquiry in connection with any such incident

## CONDITIONS (continued)

- 15 If additional losses or charges are incurred as a result of a claim under PART A - LOSS OF OR DAMAGE TO YOUR VEHICLE of this policy due to a failure on your part to ensure that losses are mitigated these additional losses or charges will be your responsibility and may affect cover under the policy
- 16 No admission or offer or promise must be made by or for anyone claiming cover under this policy without our prior written consent
- 17 We have the right at our discretion to take over the defence or settlement of any claim in the name of any person under this policy We may pursue a claim for recovery in the name of any person claiming under this policy
- Any person claiming under this policy is required to provide information and assistance required by us
- 18 If at the time a claim is made under this policy any other policy exists that would cover the claim we will pay only our pro-rata share of the claim unless otherwise stated in this policy
- 19 In the event of any occurrence involving indemnity to more than one person any limitation under this policy of the amount of indemnity will apply to the aggregate amount and indemnity will apply in priority to you
- 20 In connection with a claim under PART B - LIABILITY TO OTHERS of this policy for loss of or damage to property we may at any time pay to you the amount of indemnity provided by this policy (after the deduction of any payments already made or due) or any lesser amount for which such claim can be settled After making such payment we will relinquish conduct and control of and be under no further liability in respect of such claim except for the payment of costs and expenses of legal fees incurred in respect of matters prior to the date of such payment
- 21 If the law of any country in which you are covered by this policy obliges us to settle a claim which would not otherwise have been paid we reserve the right to recover the amount paid from you
- 22 If we accept a claim under PART A - LOSS OF OR DAMAGE TO YOUR VEHICLE of this policy but cannot agree the amount to be paid with you we may at our option require the matter to be determined by arbitration The arbitrator is to be appointed in accordance with the statutory provisions in force If we exercise our right to require arbitration an award must have been made by the arbitrator before you can take legal action through the courts against us
- As an alternative we may at their discretion elect to utilise a mediator in accordance with the alternative dispute resolution mechanism with a view to attaining settlement

## CONDITIONS (continued)

23 This policy also covers the use of your vehicle when contributions are received for carriage of passengers provided that

- (a) the vehicle is not adapted to carry in excess of eight passengers (excluding the driver)
- (b) the vehicle is not a Motorcycle
- (c) total payments received for this use do not exceed running costs
- (d) arrangements for payment are made prior to commencement of the journey

24 The same cover provided under PART B - LIABILITY TO OTHERS and PART C - OTHER BENEFITS of this policy is provided to the owner of any vehicle when you have use of the vehicle under a contract between you and the owner with insurance cover as a requirement of the contract

This cover will not apply if the owner of the vehicle is entitled to similar cover under any other policy

25 This policy provides cover for you alone when your vehicle is in the custody of a recognised motor trader for service overhaul or repair

26 You must supply us with details of your vehicles whose use is covered by this policy as are required by the relevant law applicable in Great Britain and Northern Ireland for entry on the Motor Insurance Database

For the purposes of this policy the required information is

- Vehicle on date (Date vehicle added to this policy)
- Vehicle Registration Mark
- Vehicle Type (Car Commercial vehicle Minibus or Special Type)
- Make and Model
- Cubic capacity (CC) for Cars Gross Vehicle Weight (GVW) for Commercial Vehicles
- Vehicle off date (Date vehicle deleted from this policy)

27 You must disclose to us or your intermediary any vehicle with an initial registration outside of the United Kingdom

28 It is your responsibility to ensure that all data including all personal data supplied is accurate and that the specific consent of all persons to disclose their personal and sensitive data to us has been obtained

For Data Protection Act purposes and in order to prevent and detect fraud personal data provided by you will be used for insurance administration and for the same purpose may be passed to selected third parties and reinsurers

The Police may consult the MID in order to establish who is insured to drive your vehicle. If your vehicle is involved in an accident (in the UK or abroad) other UK insurers the Motor Insurers' Bureau and/or MIIC may search the MID to ascertain relevant policy information

Persons with a valid claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID

# OUR CUSTOMER CARE POLICY

**Groupama Insurances is committed to delivering the highest standards of customer care. However we realise that there may be times when things go wrong. In such circumstances please contact the Department where the issue arose by using the numbers and addresses detailed. Please quote your name, claim or policy number and the reason for your complaint.**

**Telephone calls may be recorded.**

## **Claims**

Claims Centre Manager  
Commercial Claims Centre  
3rd Floor Building One  
Imperial Place  
Elstree Way  
Borehamwood  
Hertfordshire WD6 1JN  
Tel: 0870 600 2123  
Fax: 0870 600 2102  
email: fleetclaims@groupama.co.uk

## **Policy Administration and Documentation**

Operations Manager  
Groupama House  
60 Spring Gardens  
Manchester  
M60 1HU  
Tel: 0870 850 0123  
Fax: 0870 850 0885  
email: fleet@groupama.co.uk

## **Our Commitment to You**

- We will make sure all the information we give you will be clear and accurate.
- We will be fair and reasonable whenever you need the protection of this Policy.
- We will act promptly to provide the protection you need.

## **If things go wrong**

Whilst we will make every effort to maintain the highest standards, we recognise that there may be some occasions when we fail to satisfy the particular requirements of our customers. We therefore have in place procedures to investigate and remedy any area of concern. In such circumstances we promise:

- To acknowledge any formal complaint in 5 days or less.
- To have the issues reviewed by a person of appropriate seniority and authority.
- To identify the person managing your complaint in our original letter of response.
- To respond fully to your concern or complaint within a maximum of 28 days. If for any reason this is not possible, we will write to you promptly to explain why we have been unable to finalise the matter quickly. We will also let you know when we will contact you again.

If you still feel that we have been unable to resolve the matter to your satisfaction then please write to our Chairman and Chief Executive, at:

Groupama Insurances  
Groupama House  
24-26 Minories  
London  
EC3N 1DE  
Tel: 0870 850 8510  
Fax: 020 7264 2860

## OUR CUSTOMER CARE POLICY (continued)

### Financial Ombudsman Service

If you are still unhappy following receipt of our final response, you can refer the dispute to the Financial Ombudsman Service who will review your case on an independent basis. The address is:

The Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London

E14 9SR

Tel: 0845 080 1800

**(Please note that the Financial Ombudsman is only able to intervene in respect of personal policyholders or small businesses with a turnover of less than £1m.)**

### Financial Services Compensation Scheme

Groupama Insurance Company Ltd is covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim and would provide cover for 100% of the first £2000 and 90% of the remainder of the claim without any upper limit. Further information about compensation is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 020 7892 7300.

If you take any of the action mentioned above, it will not affect your right to take legal action..

# WHAT TO DO IN THE EVENT OF AN ACCIDENT

If you are involved in an accident or your car is stolen call us on 020 8736 5708 between 9am and 5pm Outside of these hours please call Message Pad on 0800 083 5269

The following guidelines will help us to help you with your claim

## 1. STOP

If you have an accident with:

- another vehicle
- a pedestrian
- an animal (livestock)
- a dog or
- another person's property
- you must STOP at once

## 2. Exchange all details

Important information is:

- the names telephone numbers and addresses of all those involved (including those of any witnesses)
- insurance company details (including names and policy numbers if known)
- registration numbers of the cars involved

## 3. Show your certificate of motor insurance

- If someone is injured in the accident you must show your certificate of motor insurance to anyone who has a good reason for asking to see it
- You must also report the matter to the police within 24 hours of the incident and also show them your certificate of motor insurance

## 4. DO NOT admit blame or offer any payment

Accidents are stressful but it is essential that you do not:

- admit blame or
  - make any offer of payment
- as it could be difficult for us to manage your claim and may also affect your rights

## 5. Record all the facts

Record all the facts of the accident as soon as possible regardless of how trivial the incident may seem at the time - they may help to prove your case

- A rough sketch of the scene showing the positions of all vehicles involved the road signs markings width skid marks obstructions where the incident happened and the road names can help
- A note of the weather conditions visibility and conditions of the road etc are also useful
- If anyone is injured a note of their name and the nature of their injury
  - if you have a camera with you take a photograph of the accident scene and any damage

## 6. Letter and documents

All letters and documents you receive to do with the incident must be forwarded to us unanswered

## 7. Theft

If either your car or its contents are stolen you must report the matter the police as soon as possible

## 8. Note

It will help speed up your claim if you have all your documents to hand such as:

- certificate of motor insurance
- driving licence
- vehicle registration document (V5) and
- MOT test certificate (if applicable).

We will then guide you through the claims process.

**CLAIMS**

**020 8736 5708**

(9am to 5pm)

**MESSAGE PAD**

**0800 083 5269**

(outside office hours)

**GLASSLINE**

**0800 85 44 54**

NOTE: It is important that you use these numbers in connection with a claim

**Groupama Insurance Company Limited is authorised and regulated by the  
Financial Services Authority**

Telephone calls may be recorded.

# NOTES

A GROUPAMA  
COMPANY



Groupama

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Groupama Insurance Company Limited Registered Number 995253  
Registered in England Registered Office: Groupama House 24-26 Minories London EC3N 1DE  
[www.groupama.co.uk](http://www.groupama.co.uk)  
Member of the Association of British Insurers  
Authorised and regulated by the Financial Services Authority