

# COMMERCIAL VEHICLE POLICY



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# IMPORTANT CUSTOMER INFORMATION

## *Changes which affect your insurance*

You should keep a complete record of all information (including copies of letters) supplied to us in taking out this insurance.

So that you understand what you are covered for, please read this policy, the schedule and the certificate of motor insurance very carefully. You should pay special attention to the general exclusions and general conditions.

If you have any questions or the cover does not meet your needs or any of the details are incorrect you should notify us immediately via your insurance intermediary.

To keep your policy up to date please tell us straight away about changes which affect your insurance. Some examples are:

- A change of vehicle, or you purchase another vehicle to which you want cover to apply
- You wish a new driver to be covered
- Someone who drives the vehicle gets a motoring or other conviction or suffers from a medical condition or has a claim on another policy
- The vehicle is changed from the maker's standard specification

- A change of job by you or any other driver
- A change of address
- A change in the use of the vehicle
- The vehicle is involved in an accident no matter how trivial

If you do not tell us about changes, your insurance may not cover you fully or at all.

## DATA PROTECTION

We may pass information about the client and this policy to other insurance companies with which we either reinsure our business or who are dealing with a claim made under this policy. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies may be located in countries outside the UK but within the European Economic Area ("EEA").

In the event that we are unable to continue to trade with your intermediary because they have ceased to trade through bankruptcy or liquidation or in the event that their relevant FSA authorisation is revoked we reserve the right to pass your policy and all details on to another intermediary. If you do not wish this to happen then please put your request in writing to us.

We are dedicated to providing you with the high standard of service you have the right to expect. If we fall below this standard or you are unhappy with any aspect of our service please follow the steps below to ensure your complaint is dealt with as quickly as possible.

**Step 1** Please write to:

**General Manager - Service Operations  
GHL Insurance Services UK Limited  
Chester House  
Harlands Road  
Haywards Heath  
West Sussex RH16 1LR**

Your policy is administered by GHL Insurance Services UK Limited on behalf of Zenith Insurance plc.

**Step 2** If you are not satisfied with the final response you have the right to refer your complaint to the Financial Ombudsman Service. Before doing so, you may prefer to contact our Chief Executive Officer by writing to:

**The Chief Executive Officer  
Zenith Insurance plc  
846-848 Europort  
Gibraltar**

**Step 3** If you wish to refer your complaint to the Financial Ombudsman Service, their address is:

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

Zenith Insurance plc is a member of the Association of British Insurers.

# WHAT YOU SHOULD DO IN THE EVENT OF AN ACCIDENT

Claims Helpline

## THE LAW

If you have an accident which involves an injury to any person or certain animals, another vehicle or damage to property, you must stop. If you own the vehicle you must give your name, address and insurance details to anyone who has a good reason to ask. If you do not own the vehicle you must provide the owner's name and address.

If there is an injury and you do not give your details at the scene, you must report the incident to the police within 24 hours.

## AT THE SCENE

It is important that you obtain full details of the following:

- All the vehicles involved
- The names, addresses and telephone numbers of the other drivers and of any witnesses
- The number of passengers in each vehicle
- The insurance details of the other drivers
- Injuries caused
- Property damaged and extent of damage
- Police Officer involvement (name, number & constabulary)

Make a rough sketch of the accident scene showing the position of the vehicles before and after the accident.

Do not apologise or admit that you were to blame. Do not sign anything at the scene.

## REPORTING THE ACCIDENT

Report the accident immediately to our

**CLAIMS HELPLINE on 0845 600 5330**

and provide us with all the information you obtained at the scene. This will allow us to contact anyone else involved straight away.

If you were not at fault we will attempt to recover any money we pay. Provided we are able to make a full recovery your no claims discount is not affected.

If you were at fault, however, we will offer to deal with the Third Party's claim to minimise costs.

If your insurance covers you for the cost of repairs to your vehicle after an accident, fire or theft, we will discuss the repair options to the insured vehicle and, if agreed, notify the nearest approved repairer.

## APPROVED REPAIRERS

We strongly recommend using one of our approved repairers. There are many benefits in doing so:

- They provide a fast, reliable and professional service
- They will collect your vehicle free of charge
- After the repair your vehicle will be returned to you having been cleaned thoroughly inside and out
- We will settle the bill for repairs. All you need to do is pay the policy excess and VAT (if you are VAT registered) direct to the repairer
- The repairer's work is guaranteed for three years

If your vehicle is not driveable we may move it to a safe place while it is waiting to be repaired or disposed of. You should remove all personal belongings.

## COMMERCIAL VEHICLE INSURANCE

This document is a legally binding contract of insurance between you and us. The contract is based upon the information you gave us in the proposal form or the statement of facts and the declaration you made.

We agree to insure you under the terms of this contract against accidental injury, loss or damage that occurs within the geographical limits during the period of insurance for which you have paid or agreed to pay the premium.

You must read this policy, the schedule and the certificate of motor insurance together. The schedule tells you which sections of the policy apply. Please check all three documents carefully to make certain they give you the cover you want.

English Law will apply to this contract of insurance unless we and you have agreed otherwise.



**Steve Tidd** *Chief Executive Officer*

Zenith Insurance plc

Authorised Insurers, registered in Gibraltar No. 84085

Registered Office: 846-848 Europort, Gibraltar

Zenith Insurance plc is licensed by the Commissioner of Insurance in Gibraltar under the Insurance Companies Act to carry on insurance business in Gibraltar and regulated by the Financial Services Authority for the conduct of UK business (FSA Register Number 211787)

The Financial Services Compensation Scheme covers this policy

The following words or phrases have the same meaning wherever they appear in this policy.

## **Certificate of Motor Insurance**

Evidence that you have the motor insurance required by law. It shows who may drive the vehicle and what it may be used for.

## **Endorsement**

A clause which alters the insurance cover. Any endorsement that applies will be shown on your schedule.

## **Excess**

The amount you have to pay towards each claim.

## **Geographical Limits**

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and sea transit between them. Third Party Liability cover is also provided in the European Union and any other country which has agreed to follow Article 7(2) of the EC Directive 72/166 EEC.

## **Hazardous Goods**

The term Hazardous Goods means those detailed in

- a) The Dangerous Substances (Conveyance by Road in Road Tankers and Tank Containers) Regulations 1992
- b) The Carriage of Dangerous Goods (Classification, Packaging and Labelling) and Use of Transportable Pressure Receptacles Regulations 1996

- c) The Carriage of Explosives by Road Regulations 1996
- d) The Approved List of Dangerous Substances as published by the Health and Safety Executive and any other legislation of similar intent (including subsequent legalisation) if applicable

## **Market Value**

The cost of replacing your vehicle, if this is possible, with one of a similar make, model, age, mileage and condition.

## **Period of Insurance**

The length of time covered by this insurance as shown in the schedule.

## **Schedule**

Confirms details of you and the insurance cover provided. The schedule forms part of the contract of insurance and must be read in conjunction with the policy.

## **Terrorism**

In the United Kingdom, the term “terrorism” shall follow the interpretation as set out in part I of the Terrorism Act 2000 or as per any subsequent amendments thereto or successors thereof (as replicated hereunder). In any other territory which has equivalent legislation to the Terrorism Act 2000, “terrorism” will follow the definition in that legislation. In any other territory the UK Terrorism Act 2000 or

subsequent amendments thereto or successors thereof will be deemed to be the applicable definition.

Part I of the **Terrorism Act 2000** contains the following definition:-

1. In this Act “terrorism” means the use or threat of action where -
  - a) the action falls within subsection (2)
  - b) the use or threat is designed to influence the government or to intimidate the public or a section of the public, and
  - c) the use or threat is made for the purpose of advancing a political, religious or ideological cause.
2. Action falls within this subsection if it -
  - a) involves serious violence against a person
  - b) involves serious damage to property
  - c) endangers a person’s life, other than the person committing the action
  - d) creates a serious risk to the health or safety of the public or a section of the public
  - e) is designed to interfere with or seriously disrupt an electronic system
3. The use or threat of action falling within the subsection (2) which involves the use of firearms or explosives is terrorism whether or not subsection 1(b) is satisfied.

## **Theft**

Any theft or attempted theft that you have reported to the police.

## **Vehicle**

The vehicle with the registration number shown in your schedule, or any replacement vehicle that you have told us about and we have agreed to cover.

## **We, Our, Us**

Zenith Insurance plc.

## **You, Your**

The policyholder named on the schedule.

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## **GUIDE TO POLICY COVER**

<b>Comprehensive*</b>	Sections 1- 6 inclusive
<b>Third Party Fire &amp; Theft*</b>	Sections 2,3,4 & 6
<b>Third Party Only*</b>	Sections 3,4 & 6

*\*Plus section 7 if noted on the schedule*

## SECTION 1 ACCIDENTAL DAMAGE

### WHAT IS COVERED

We will cover you under this section for accidental damage to your vehicle. This is subject to the amount shown in the schedule under "Excess applying to Section 1- Accidental Damage".

In addition, you must pay the amount shown in the schedule under "Young and/or Inexperienced Drivers" if the person driving or in charge of the car at the time of the accident is:

- aged under 25;
- or aged 25 or over but has not held a full UK licence for at least 12 months

You must pay the appropriate excess for each claim you make.

We will cover loss or damage to the vehicle while it is with a member of the motor trade for servicing or repair.

## SECTION 2 FIRE AND THEFT

### WHAT IS COVERED

We will cover you under this section for loss or damage to your vehicle caused by fire, lightning or explosion,

theft or attempted theft. This is subject to the amount shown in the schedule under "Excess applying to Section 2 - Fire & Theft".

### WHAT IS NOT COVERED UNDER SECTIONS 1 & 2

- The amount shown in the schedule under "Excess applying to Section"
- Any damage to the vehicle caused deliberately by you or any person driving it with your permission
- Any payment above the amount shown in the schedule under the heading "Limits Applying - Sections 1 & 2 - Radio" in relation to the replacement or repair of vehicle audio equipment
- Loss of use of the vehicle
- Loss of or damage to telephone, or other telecommunication equipment
- Wear and tear, mechanical, electrical, electronic and computer failures or breakdowns
- Damage to tyres caused by braking, punctures, cuts or bursts
- Loss of value for any reason
- Loss of or damage to the vehicle resulting from fraud or deception

- Any amount greater than the manufacturer's latest list price for any part or accessory
- Any extra cost due to parts or replacements not being available in the United Kingdom
- Loss of or damage to any accessory which is not permanently attached to the vehicle
- Loss of or damage to the vehicle caused by a member of the family or household of a permitted driver taking the vehicle without your permission
- Any amount in excess of £250 in respect of sign writing, advertisements, logos, and specialised artwork
- Loss of or damage to the vehicle if it is not covered by a valid Department for Transport test certificate (MOT), if one is needed by law
- Loss of or damage to the vehicle if it is left unattended and the ignition key is in or on the vehicle and/or all doors, windows and other openings have not been closed and locked
- VAT, subject to status
- Loss or damage caused directly or indirectly by fire if your vehicle is equipped for the cooking and/or heating of food or drink
- Confiscation or requisition or destruction by or under order of any Government or Public or Local Authority

## HOW WE WILL SETTLE CLAIMS UNDER SECTIONS 1 AND 2

We will choose whether to repair or replace your vehicle or to pay you a cash sum equal to the cost of the loss or damage.

We will not pay for the whole cost of any repair or replacement which leaves your vehicle in a better condition than it was before the loss or damage. If this happens you will have to pay part of the cost of repair or replacement.

The repairer may be authorised to use replacement parts (if appropriate) which were not supplied by the original manufacturer of the vehicle.

If you are still paying for the vehicle under a hire purchase or leasing agreement we will settle your claim with the vehicle's legal owner unless by prior agreement.

The most we will pay will be the market value of the vehicle immediately before the accident.

If the vehicle sustains damage which is covered under this policy you must take steps to ensure its security and safety.

If the vehicle cannot be driven due to the damage we will pay for the vehicle to be protected and taken to our nearest approved repairer.

If we choose to pay you the market value of your vehicle rather than to repair it, you must send us the Certificate of Motor Insurance, the Vehicle Registration Document and the MOT certificate if the vehicle needs one, before we pay your claim.

We may, without further notice, move the vehicle to a secure place of free storage. All personal possessions should be removed from the vehicle at the earliest opportunity.

As soon as you accept our offer, this insurance will end for that vehicle and any outstanding or overdue premium must be paid.

The vehicle then becomes our property.

## SECTION 3 LIABILITY TO OTHERS

### WHAT IS COVERED

We will cover you under this section for the costs and damages you are legally liable to pay for the death of or injury to any person and damage to property caused by:

- You, driving the insured vehicle or any other vehicle your certificate of motor insurance shows you are insured to drive
- Any person driving the vehicle with your permission provided your certificate of motor insurance shows he or she is allowed to drive the vehicle
- Any passenger travelling in, getting into or out of the vehicle
- Any trailer or caravan attached to the vehicle

We will also pay at our discretion:

- Legal costs and expenses we have previously agreed in writing relating to;
  - Solicitors' fees for representation at a coroners' inquest, fatal injury enquiry or court of summary jurisdiction

- The defence of a charge of manslaughter or causing death by dangerous or careless driving provided they relate to a claim resulting from an accident covered by this section
- Any costs and expenses for which your (or your spouse's) employer or business partner is legally liable, if your certificate of motor insurance allows business use, as a result of you (or your spouse) using the vehicle for their business.
- Emergency treatment charges set out in the Road Traffic Acts resulting from an accident involving any vehicle covered by this policy.

If anyone insured by this section dies, we will extend the cover to which they would have been entitled, to their personal representatives.

### WHAT IS NOT COVERED

- Liability for death or injury to any employee of the person insured, arising during the course of their employment except where liability is required to be covered by the Road Traffic Acts
- Liability for death or injury to any person being carried in or on any trailer or caravan
- Loss of or damage to any vehicle or attached trailer or caravan which is covered by this section

- Loss of or damage to property owned by or in the care of any person claiming cover under this section
- Anyone, other than you, who is covered by other insurance
- Liability for death, injury or damage arising while the vehicle is not on a public road and is in the process of being loaded or unloaded by any person other than the driver or attendant of the vehicle
- Liability for damage to any bridge, viaduct, weigh-bridge or road or anything beneath attributed to vibration or by the weight of the vehicle and its load if the insured vehicle exceeds the maximum gross vehicle, plated or train weight permitted by the relevant law
- Any amount above £1,000,000 for damage to property resulting from an accident or series of accidents from one event or chain of events.

## SECTION 4 FOREIGN USE

### WHAT IS COVERED

In addition to the minimum level of insurance required to allow you to use your vehicle in:

- Any member country of the European Union
- Croatia, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland

The policy extends all sections shown as applying in the schedule, for a maximum period of 45 days in any one period of insurance.

Upon request before you go abroad, and on payment of an additional premium we will extend cover to:

- Up to 90 days duration in countries shown above
- Be operative in other countries covered by the International Green Card system

### WHAT IS NOT COVERED

Customs and/or excise duties.

### SPANISH BAIL BOND

If you or the permitted driver of your vehicle is detained or the vehicle impounded by the Spanish authorities following an accident, we will provide a guarantee or deposit of up to £1,000 to secure the appropriate release.

If the deposit or guarantee is forfeited in whole or in part you will have to refund the amount to us.

Glassline  
0800 917 0900

## SECTION 5 GLASS

### WHAT IS COVERED

We will cover you under this section for damage to your vehicles windscreen or glass windows. A payment under this section will not affect your no claims discount.

**GLASS LINE on 0800 917 0900**  
*Available 24 hours*

### WHAT IS NOT COVERED

The amount shown in the schedule under "Excess applying to Section 5 - Glass", if the glass is replaced rather than repaired

- Claims for damage to sunroofs, roof panels, lights or reflectors even if they are made of glass
- Any extra costs due to the parts or replacements not being available in the United Kingdom
- Claims for multiple breakages of glass will be limited to one piece of glass only under this section of cover

- Claims for mechanical items associated with the window mechanisms are excluded under this section of cover

If a recognised windscreen glass specialist is not used the maximum we will pay is £150 after payment of any excess. Payment of VAT is subject to status. You do not have to pay any excess if you have a windscreen repaired rather than replaced.

## SECTION 6 NO CLAIMS DISCOUNT

If you have not made a claim during the period of insurance prior to renewal and no claim has been made against you, we will allow a discount from your renewal premium.

You may not transfer this discount to another person.

## SECTION 7 NO CLAIMS DISCOUNT PROTECTION

You will not lose any of your no claims discount as long as you make no more than two claims in any five year period. If three claims are made in any five year period we will reduce the discount you receive.

# GENERAL EXCLUSIONS

These exclusions apply to the whole policy.

Your insurance does not cover claims arising from any of the following:

1. Any accident, injury, loss or damage while any vehicle covered by this insurance is being:
  - a) Driven by anyone who is not described in the certificate of motor insurance as a permitted driver.
  - b) Driven by anyone who does not have a driving licence, who is disqualified from driving or who does not meet the terms and conditions of their driving licence.
  - c) Used for a purpose which is not shown as covered in your certificate of motor insurance.
  - d) Used in or on restricted areas of airports or airfields or military bases including any place where aircraft land and take off, park or move, associated service roads, refuelling areas, ground equipment parking areas, passenger buildings and customs areas.
  - e) Used in an unsafe condition or while carrying an insecure load.
2. Any liability you accept under an agreement or contract unless you would have been liable anyway.
3. Any accidental loss, damage, injury or legal liability caused directly or indirectly by:
  - a) War, invasion, revolution or any similar event except where we need to provide cover to meet the requirements of the Road Traffic Acts.
  - b) Any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss except where we need to provide cover to meet the requirements of the Road Traffic Acts.
  - c) Ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste from burning nuclear fuel.
  - d) Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear material or any part of it.
  - e) Pressure waves caused by aircraft or other flying objects.
  - f) Carrying any hazardous goods or goods which you need a licence from the relevant authority for (except where we need to provide cover to meet the minimum insurance requirement by the relevant law).
4. Except under Section 3, any injury, loss or damage arising during:
  - a) an earthquake.
  - b) riot or civil commotion occurring outside Great Britain, the Isle of Man or the Channel Islands.

5. Any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at any specific time and place.

Any amount over £1,000,000 for one pollution or contamination event.

6. Any decision or action of a court which is outside the geographical limits unless the proceedings are brought or judgement is given by a court of a country:
  - a) For which minimum compulsory insurance is provided by this policy, or
  - b) To which we have agreed to extend the policy cover and for which we have received the necessary additional premium.
7. If you receive payment for giving people lifts in the vehicle, the policy is not valid if:
  - a) The vehicle is made or adapted to carry more than two passengers excluding the driver, and
  - b) You are carrying passengers as part of a business of carrying passengers, or
  - c) You are making a profit from the payments you receive.

8. We will not pay the claim and all cover under the 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 documentation, or if loss, damage or injury is caused by your wilful act or with your connivance.

Claims Helpline  
0845 600 5330

## NOTIFICATION OF CLAIMS

As soon as possible after any event which might lead to a claim under this policy, you should telephone our Claims Helpline on 0845 600 5330 to tell us about the occurrence. You must send us any letter, claim, writ or summons as soon as you receive it. You must also let us know immediately if you or your legal advisors become aware of any prosecution, inquest or fatal accident enquiry which might be covered under this policy.

You or any other person claiming under this policy must not negotiate, admit fault, offer to pay or settle any claim unless you have our written permission.

## DEALING WITH CLAIMS

We will be entitled to:

- Take over and carry out the defence or settlement of any claims in your name or that of any other person insured by this policy and have full discretion to deal with the claims as we see fit;
- Take proceedings in your name or that of any other person insured by this policy, to get back any money we have paid;
- Any information and help we need from you or any other person insured by this policy.

## CARE OF YOUR VEHICLE

Anyone covered by this policy must take all reasonable steps to keep the vehicle in a roadworthy condition and to protect it from loss or damage. Your vehicle must be covered by a valid Department for Transport test certificate (MOT) if one is needed by law.

In the absence of a valid Department for Transport test certificate (MOT) all cover under Sections 1 & 2 is excluded.

Whenever the vehicle is empty it must be secured, locked and the keys removed.

We may examine your vehicle at any time.

## KEEPING TO THE POLICY TERMS

We will only provide the cover described in this policy if:

- Any person claiming cover has kept to all its terms and conditions, as far as they apply, and
- All the information you have given us and upon which this contract is based is correct and complete.

## OTHER INSURANCE

If a claim is made under this policy and there is another policy that covers the same loss, we will only pay our share of the claim.

## Canceling your Policy

### COMPULSORY INSURANCE

If under the laws of any country in which this policy applies, we have to make payments which, but for that law, would not be covered by this policy, you must repay the amount to us.

You or the person who caused the accident must also repay us any money we have to pay because of any agreement with the Motor Insurers' Bureau.

### REFLECTION PERIOD

This policy provides you with a reflection period to decide whether you wish to continue with the full policy. The reflection period is for 14 days from the date you receive your Policy documentation. During this period you have the right to cancel the policy and receive a pro-rata refund unless you have made a total loss claim. Any refund will be subject to a charge for the period of cover you have received, plus our reasonable administration charges, except where cover has not commenced prior to the end of this 14 day period, in which case you will be entitled to a full refund of the premium you have paid. To exercise your right to cancel this policy you must return the Certificate of Insurance immediately.

### CANCELLING YOUR POLICY AFTER THE REFLECTION PERIOD

We or our authorised intermediary/service provider,

may cancel this policy by sending you seven days' notice to your last known address. If you live in Northern Ireland, we will also send notice to the Department of the Environment for Northern Ireland. You should then send us your certificate of motor insurance and we will refund a proportion of the premium for the remaining period of insurance

You can cancel this policy by giving us seven days' notice in writing and returning your certificate of motor insurance. Provided there have been no claims in the current period of insurance we will refund part of the premium using the following scale:

Length of time you had the insurance *	1mth	2mth	3mth	4mth	6mth	8mth	8mth+
Percentage of premium refunded	75%	65%	50%	40%	25%	10%	NIL

*\*not exceeding*

## ENDORSEMENTS

### Endorsement 01 - Security

We will only be liable for claims arising under Section 2 Fire and Theft when a Thatcham Category 1 or 2 immobilising device or Tracker device has been fitted to the vehicle in accordance with the manufacturer's instructions and is in active operation at all times the vehicle is left unattended.

Proof of fitment of the device to your vehicle will be required before we will consider any claim under Section 2 Fire and Theft.

# www.zenith-insurance.co.uk

## COMMERCIAL VEHICLE POLICY

### FIRE, THEFT OR ACCIDENT?

CALL THE CLAIMS HELPLINE

**0 8 4 5 6 0 0 5 3 3 0**

### DAMAGED WINDSCREEN?

CALL THE GLASS LINE

**0 8 0 0 9 1 7 0 9 0 0**



Zenith Insurance plc  
Registered Office: 846-848 Europort, Gibraltar  
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