



# motorpolicy

Zurich Connect

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# Summary of Cover

keyfacts®

Important – you should read this

## Zurich Connect

Zurich Connect Commercial Motor insurance is underwritten by Zurich Insurance Ireland Limited unless stated otherwise in the policy document. The policy provides motor insurance for business customers and offers a choice of 'own goods' or 'haulage' cover for commercial vehicles and business use (Including commercial travelling) for cars. This leaflet provides a summary of the significant features, benefits and limitations of the cover provided by the Zurich Connect Commercial Motor policy. The full terms, conditions and exclusions are shown in the policy (page 9 onwards in this document).

English law will apply to uninsured loss recovery and legal expenses cover. The rest of your policy is governed by the law that applies to where you reside within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. If there is any disagreement about which law applies, English law will apply. Unless agreed otherwise, we will communicate with you in English. The place of jurisdiction for all disputes arising out of or in connection with this policy is England.

## What cover do I have?

The cover you select is shown in your Statement of Facts.

## How long is it for?

Your policy cover will normally run for 12 months unless you or we choose to cancel.

## What cover is available?

Your Commercial Motor policy provides the following cover options:

**Comprehensive cover** – damage to your vehicle (sustained in an accident, by malicious damage, fire, theft or attempted theft), damage you cause to other people's vehicles or property or for injuries they sustain, uninsured loss recovery and legal expenses.

**Third Party Fire & Theft cover** – damage to your vehicle caused by fire, theft or attempted theft, damage you cause to other people's vehicles or property or for injuries they sustain, uninsured loss recovery and legal expenses.

## Summary of cover and limits

The page numbers shown in brackets beside each section of cover are the page numbers in the policy document, found later in this booklet.

## Cover

| Features and benefits   | Exclusions or limitations  | Policy page reference                   |
|---|--|---|
| Damage caused to your vehicle by accident or malicious damage                             | You must use a supplier that has been agreed with Zurich Connect if the insured vehicle is to be repaired or replaced otherwise we may not pay. We may offer you a cash settlement to the market value of the insured vehicle. Excess may be deducted. Refer to section 'About your cover'.  | Section B page 14<br>Statement of Facts |
| Legal liability to Third Parties.   | Property damage is limited to £45 million plus a further £5 million for legal expenses in respect of cars. For commercial vehicles property damage is limited to £5 million Including legal expenses. Death, injury or damage to property resulting from terrorism is limited to £5 million. | Section B page 13<br>Statement of Facts |
| Loss or damage to your vehicle by theft or attempted theft                                | Cover does not apply for loss or damage by theft or attempted theft if the ignition keys or other removable ignition devices are in or on the insured vehicle.   | Section B page 14/15                    |
| New Vehicle Replacement   | The cost of repairs must exceed 60% of the manufacturer's list price during the first year of registration as new.   | Section D page 19                       |
| Audio   | The equipment must be permanently fitted to the insured vehicle. Equipment is covered to its market value if fitted by the vehicle manufacturer as standard for the insured vehicle.   | Section A page 10<br>– Accessories      |
| Replacement vehicle locks following theft of keys or any other removable ignition device. | Refer to section 'About your cover'  | Section B page 15<br>Statement of Facts |

| Features and benefits                                       | Exclusions or limitations  | Policy page reference                   |
|---|--|---|
| Trailers  | An attached trailer assumes the cover of the insured towing vehicle. Third party liability on detached trailers is provided to meet the requirements of any compulsory motor insurance legislation | Section B page 13                       |
| Personal belongings in your car                             | If the insured car is unattended, personal belongings must be concealed in a locked luggage compartment or glove box. All windows and sunroof must be securely closed and all doors locked.        | Section B page 15<br>Statement of Facts |
| Windscreen/sunroof repair or replacement                    | Refer to section 'About your cover'  | Section B page 15<br>Statement of Facts |
| Free foreign use  | Applies to EU and associated countries only. Refer to 'Geographical Limits'  | Section A page 10<br>Statement of Facts |
| Courtesy vehicle cover                                      | Only available using a Zurich Connect preferred supplier   | Section D page 20                       |
| Uninsured Loss Recovery and Legal Expenses (up to £100,000) | Refer to 'uninsured loss recovery and legal expenses'  | Section C page 16                       |

Zurich Uninsured Loss Recovery and Legal Expenses is underwritten and administered by DAS Legal Expenses Insurance Company Limited.

## Significant Exclusions

- It is not possible to extend cover under this policy to include the driving of other vehicles.

There is no cover for:

- loss or damage to any goods carried. (Section B)
- claims if the insured vehicle is being used for any purpose not permitted by the certificate (Section F exclusion 2)
- any airside risk (Section F exclusion 15)
- wear and tear, loss of use, mechanical, electrical, electronic, computer or computer software breakdowns, failures, faults or breakage (Section F exclusions 5, 7 and 11)
- pollution or contamination unless sudden and unexpected (Section F exclusion 20).

## No Claims Discount (page 21)

Refer to Section E and Statement of Facts.

## How much must I pay if I have a claim?

As shown under accidental damage excess in your Statement of Facts.

As shown under fire, theft or attempted theft excess in your Statement of Facts.

Whilst the vehicle is being driven by a person, as described below, an additional accidental damage excess will apply as follows:

|  |      |
|--|------|
| Aged under 21 years of age   | £250 |
| Aged 21 – 24 years of age  | £200 |
| Aged 25 or over who has not held a full UK driving licence for 12 months | £100 |

## Windscreen/windows/sunroof

|  |      |
|--|------|
| Replaced (not arranged through an approved repairer) | £100 |
| Replaced (arranged through an approved repairer)     | £60  |
| Repaired   | Nil  |

Other excesses may apply. Refer to your Statement of Facts for details.

## How do I make a claim?

If you want to report a claim or accident in the United Kingdom you can contact us via the weblink displayed on the Internet or call 0800 434 6481.

If reporting a claim or accident elsewhere in Europe, call 00 800 7117 7117.

Replacing or repairing glass call 0800 345 7592.

To report a claim under Section C of your policy please call 0870 366 1542.

## How do I make a complaint?

If you have a complaint about your policy, please e-mail us at:  
business.service@zurichconnect.co.uk  
or call us on 0845 603 1590.

If you have a complaint about a claim, please e-mail us at:  
zurich.connect.claims@uk.zurich.com  
or call us on 0800 345 7595.

If you prefer, you can write to us at:  
PO BOX 16  
Cardiff CF10 5YF.

If you have cause for complaint under the uninsured loss recovery and legal expenses section you should contact:

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

or you can call on 0870 366 1542.

If your complaint has not been resolved to your satisfaction you may refer your complaint to the Financial Ombudsman Service (FOS).

The FOS contact details are as follows:

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

You can call on: 0845 080 1800.

Or e-mail:  
complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and will not affect your legal rights. You are entitled to contact the FOS at any stage of your complaint.

In addition you also have the option to contact the Irish Financial Regulator.

Their contact details are:

The Financial Regulator  
PO Box 9138  
College Green  
Dublin 2  
Ireland

Or you can call on: +353 1 410400

Can I receive compensation if Zurich Insurance Ireland Limited or DAS Legal Expenses Insurance Company Limited cannot meet their obligations to me?

Zurich Insurance Ireland Limited and DAS Legal Expenses Insurance Company Limited are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if either of us are unable to meet our

obligations to you. The compulsory element of the insurance is covered in full. The rest is protected in full for the first £2,000 and then 90% of the remainder of the claim. Further information is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 020 7892 7300.

### If I take out cover, but then change my mind, can I get my premium refunded?

If you decide that you do not want to accept the policy (or any future renewal of the policy by us), please return it to us together with the Certificate of Insurance, using the contact details provided on the covering letter, within 14 days of receiving the policy (or for renewals within 14 days of your policy renewal date). We will only charge you on a pro rata basis for the time we have been on cover subject to a minimum premium of £25 (plus insurance premium tax). The balance of the premium will be returned to you, but there will be no refund where you are cancelling the policy following a claim where the insured vehicle is a total loss and not being replaced.

### Can I cancel the policy at any other time?

If you cancel your policy later than 14 days from receiving it we will give you a refund in proportion to the time left until your current period of insurance is due to run out. An administration fee of £50 will be taken off this refund if you cancel your policy within the first year. There will be no refund where you are cancelling the policy at any time following a claim and the insured vehicle is a total loss and not being replaced.

# Your commercial motor policy – Terms and Conditions

## Section A: relevant to the entire policy

### Relevant to the entire policy

This policy is an agreement between **you** and **us** except for Section C, which is an agreement between **you** and DAS Legal Expenses Insurance Company Limited.

It is only valid if the premium is paid.

It is based on the information **you** gave **us** and confirmed to **us** during the application process or subsequently.

**Your** policy provides cover for the **drivers**, the **insured vehicle** and sections shown in the **Statement of Facts** for the period shown or a subsequent period where **we** have accepted payment.

**We** will not pay more than any sum insured or limit of indemnity shown in the policy or in any **Statement of Facts**.

**We** may vary the terms of the policy including the premium at renewal.

You must read these terms and conditions together with **your Statement of Facts**, **certificate** and any endorsements as a single contract to ensure that they provide the cover **you** asked for.

**You** must tell **us** immediately if at any time any of the information on which this insurance is based is incorrect or changes.

Failure to do so may result in **your** insurance no longer being valid and claims not being met. If in doubt about any

change, please let **us** know. The changes, if accepted by **us**, will apply from the date shown on **your** updated **Statement of Facts**. In this case **we** will be entitled to vary the premium and terms for the rest of the period of insurance.

**We** will cover **you** when the **insured vehicle** is in the custody or control of the motor trade for service or repair.

If **you** change the **insured vehicle**, the **drivers**, or how **you** use the **insured vehicle**, **we** will not be liable until **we** have issued a new **Statement of Facts** and all necessary documents.

If the changes are not accepted by **us**, **we** will cancel **your** policy in accordance with the cancellation wording contained within this section of the policy.

### Place of Jurisdiction

English law will apply to uninsured loss recovery and legal expenses cover. The rest of your policy is governed by the laws of England and Wales, Northern Ireland, Scotland, the Isle of Man or the Channel Islands relating to **your** address as shown in **your Statement of Facts**. The place of jurisdiction for all disputes arising out of or in connection with this policy is England.

**We** will communicate with **you** in English.

## Geographical Limits

Your insured vehicle is covered in the countries shown below:

- a) Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
- b) any other member country of the European Union
- c) those associated countries shown in your **Statement of Facts**

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.

## Customs Duty

We will cover you against liability for the enforced payment of customs duty where such liability arises directly from loss or damage covered by this policy.

## Other Charges

We will cover you against general average contribution and salvage sue and labour charges incurred during the transportation of the vehicle by sea. Provided always that:

- a) such vehicle is covered against loss or damage by this policy
- b) the contribution relates to the value of such vehicle.

## Definitions

Certain words have specific meanings when they appear in this policy, except where stated otherwise. These meanings are shown below. To help you identify these words in the policy, we have printed them in bold wherever they appear.

**Accessories** – Fixed parts or products specifically designed to be fitted to the **insured vehicle** that are part of the manufacturer's original specification or that you have declared to us and have been accepted by us.

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

**Certificate** – The current certificate of motor insurance issued by us.

**Commercial Vehicle** – Any motor vehicle other than a car, motorcycle, motorcycle and sidecar or moped.

**Driver, drivers** – Any person shown in the **Statement of Facts** permitted to drive the **insured vehicle**.

**Insured Vehicle** – The car or commercial vehicle shown in the **Statement of Facts** and specified in the **certificate**. Vehicle does not include any vehicle registered outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

**Licence** – A licence to drive a motor vehicle of the same class as the **insured vehicle**.

**Passenger** – Any person, other than the **driver**, travelling in or on or getting into or out of the **insured vehicle**.

**Pollution or Contamination** – All pollution or contamination of buildings or other structures or of water or land or the atmosphere.

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

**Statement of Facts** – The document in which the information **you** provided and the cover **you** have bought is shown.

**Terrorism** – The use or threat of action where:

- 1 the action:
  - a) involves serious violence against the person
  - b) involves serious damage to property
  - c) endangers a persons life, other than that of a person committing the act
  - d) creates a serious risk to health and safety of the public or a section of the public
  - e) is designed to seriously interfere with or to seriously disrupt an electronic system; and

- 2 the use or threat is designed to influence the Government or to intimidate the public or a section of the public; and

- 3 the use or threat is made for the purpose of advancing a political, religious or other ideological cause.

**Trailer** – Any trailer which is **your** property or for which **you** are legally responsible. **Trailer** does not include a disabled mechanically propelled vehicle.

**Us, We, Our** – Zurich Connect unless stated otherwise.

**You, Your** – The policyholder shown in the **Statement of Facts**.

## Cancellation

**You** may cancel the policy at any time by telling **us**, either in writing or over the phone, using the contact details set out in **your** covering letter. **We** may cancel the policy by giving **you** seven days' notice to **your** last known address. By law, **you** must return the certificate of motor insurance to **us**. If **you** do not return the certificate **we** may seek to recover it through the services of a third party recovery agent.

If **you** cancel **your** policy within 14 days of receiving it (or for renewals, within 14 days of **your** policy renewal date) **we**

will charge **you** on a pro rata basis for the time **we** have been on cover subject to a minimum premium of £25 (plus insurance premium tax).

If **you** cancel at any other time, **we** will charge **you** on a pro rata basis for the time **we** have been on cover and pay any refund due to **you**. **We** will deduct a £50 administration fee from this refund if **you** cancel **your** policy within the first year.

There will be no refund where **you** are cancelling the policy at any time following a claim where the **insured vehicle** is a total loss and not being replaced.

If **you** fail to pay **your** premium **we** may cancel **your** policy. This does not affect **our** right to collect any outstanding premium from **you**.

### **If you pay by instalments**

Zurich Bank is providing finance to **you** under a Consumer Credit Agreement to cover the premium due under **your** policy.

Under this arrangement Zurich Bank reserves the right to instruct **us** on **your** behalf to cancel **your** policy in the event that there is default in instalment payments. If Zurich Bank choose to exercise this right or **we** or **you** choose to cancel **your** policy, **we** will pay any refund to Zurich Bank.

## **Excess**

The first amount of any claim that **you** are responsible for paying as specified in the **Statement of Facts** in respect of:

### **Accidental Damage**

All claims and expenses under this policy in respect of loss of or damage to the **insured vehicle** other than claims for:

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

### **Fire or Theft**

All claims and expenses under this policy in respect of loss of or damage to the **insured vehicle** by:

- i) fire, lightning or explosion
- ii) theft or attempted theft.

### **Glass**

All claims and expenses under this policy in respect of breakage of glass in the windscreen, windows or sunroof of the **insured vehicle** or the scratching of bodywork caused by such breakage.

## Section B: cover

Your policy provides cover as described in this section provided that this is shown in your **Statement of Facts**.

### Third Party Liability

We will cover your legal liability up to the limits shown in your **Statement of Facts** to compensate other parties as a result of using, loading or unloading the **insured vehicle** and any **trailer** or broken down vehicle being towed by it causing:

- a) death or bodily injury to persons
- b) destruction of or damage to property.

This cover will also apply to a **trailer** detached from the **insured vehicle** and not attached to any other vehicle and being used by **you**, but only to the extent necessary to meet the requirements of any compulsory motor insurance legislation operative within the geographical limits.

We will provide this cover for:

- a) **you** and the **drivers** shown in your **Statement of Facts**
- b) **passengers** in the **insured vehicle**
- c) any of **your** principals, directors or business partners
- d) the legal representatives of those people shown above if they have died.

Following an event which may lead to a claim, **we** may provide legal representation for people covered under this policy:

- a) at any coroner's inquest, court of summary jurisdiction or similar court
- b) to defend a charge of manslaughter, causing death by dangerous driving, causing death by careless driving or any equivalent local charge.

If a claim for which **you** would be covered is brought against any principal, public or local authority then **we** will cover that principal, public or local authority against that claim and any associated costs, charges and expenses. Provided always that **we** have the sole conduct and control over the claim.

**You** are not insured for:

- 1 damage to the **insured vehicle** or any **trailer** or vehicle that is being towed by it
- 2 damage to property owned by or in the custody or control of the person claiming cover under this section
- 3 any amount exceeding the limit shown in your **Statement of Facts** as a result of any claim or series of claims caused by one event
- 4 damage to premises which are not **your** property but are occupied by **you** under a lease or rental agreement

- 5 loss of or damage to property in or on the **insured vehicle** or **trailer**
- 6 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
- 7 death of or bodily injury to any person or damage to property caused or occurring beyond any **road** in connection with the loading or unloading of any insured **commercial vehicle** by any person other than the **driver** or attendant of such vehicle, except as necessary to meet legal requirements.

## Third Party Fire and Theft

### Third Party liability

We will cover **your** legal liability as detailed above.

### Fire and Theft

We will cover the **insured vehicle** and any **trailer** being towed, including spare parts and **accessories** while in or on the **insured vehicle** against loss or damage by

- i) fire, lightning or explosion
- ii) theft or attempted theft.

We will not pay more than the market value of the **insured vehicle** or **trailer** immediately before such loss or damage.

**You** are not insured for loss or damage

- 1 by theft or attempted theft
  - a) while the ignition keys or other removable ignition devices are in or on the **insured vehicle**
  - b) that was facilitated by negligence on **your** side.
- 2 to any property being carried in or on the **insured vehicle** or any **trailer**.

## Comprehensive

### Third Party liability

We will cover **your** legal liability as detailed above.

### Loss or damage to the insured vehicle

We will cover the **insured vehicle** and any **trailer** being towed, including spare parts and **accessories** while in or on the **insured vehicle** against loss or damage.

We will not pay more than the market value of the **insured vehicle** or **trailer** immediately before such loss or damage.

**You** are not insured for loss or damage

- 1 by theft or attempted theft
  - a) while the ignition keys or other removable ignition devices are in or on the **insured vehicle**
  - b) that was facilitated by negligence on **your** side.
- 2 to any property being carried in or on the **insured vehicle** or any **trailer** other than for personal belongings as stated below.

If the glass in the windscreen, windows or sunroof of the **insured vehicle** is damaged **we** will pay for its replacement or repair including the repair of any resulting scratching of the surrounding bodywork.

**We** will pay up to the limit shown in the **Statement of Facts** to replace the locks of the **insured vehicle**, if **your** keys or any other removable ignition device are stolen without negligence on **your** side.

**We** will cover medical expenses incurred by the driver or any passenger travelling in the **insured vehicle** following accidental injury. The most **we** will pay for each injured person is £150.

**We** will pay up to the amount shown in the **Statement of Facts** for personal belongings that are stolen, lost or accidentally damaged whilst in the insured **car**.

**You** are not insured for:

- 1 any items stolen unless they are hidden in a glove box or luggage compartment and the sunroof and all windows are securely closed and the **car** locked when unattended
- 2 any goods or samples in connection with any business
- 3 money (including credit, cash, debit and cheque cards) cheques, tickets, vouchers, documents and securities.

**We** will provide policy cover in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands for a vehicle **we** give **you** temporarily after an accident.

A courtesy vehicle will be provided to **you** while damage to **your insured vehicle** is being repaired by one of **our** preferred suppliers following an accident or theft.

Refer to Section D – Claims Handling.

# Section C: uninsured loss recovery and legal expenses

Uninsured loss recovery and legal expenses cover is underwritten and administered by DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England and Wales No. 00103274. Authorised and Regulated by the Financial Services Authority.

For the purposes of this cover only the following words are defined below:

**Us, We, Our** – DAS Legal Expenses Insurance Company Limited.

**Insured person** – You and any passenger. Anyone claiming under this section must have **your** agreement to claim.

**Legal costs** – All reasonable and necessary costs charged by the **appointed lawyer** on a standard basis. Also the costs incurred by opponents in civil cases if an **insured person** has to pay them or pays them with **our** agreement.

**Appointed lawyer** – The lawyer, or other suitably qualified person who has been appointed to act for an **insured person** under condition 2 of this section.

**We** agree to provide the insurance in this section as long as:

- a) the event occurs in and any legal proceedings will be dealt with by a court or other body which **we** agree to, in the European Union, the Isle of Man, the Channel Islands, Croatia, Iceland, Norway and Switzerland
- b) it is always more likely than not that the **insured person** will recover damages (or other legal remedy) or make a successful defence
- c) anyone claiming under this section must have **your** agreement to claim.

If the **insured person** has a motor accident that is covered by this policy **we** will negotiate to recover the **insured person's** uninsured losses and costs and will help in appealing or defending an appeal in an event which:

- 1 causes damage to the **insured vehicle** or to personal property in it; or
- 2 injures or kills the **insured person** while he or she is in or on the **insured vehicle**.

If an **appointed lawyer** is used, **we** will pay the **legal costs** for this.

The most **we** will pay for all claims that arise from the same originating cause is £100,000.

What is not covered:

- 1 Any claim reported to **us** more than 180 days after the **insured person** should have known about the claim.
- 2 Any claim relating to a contract involving the **insured vehicle**.
- 3 Any **legal costs** incurred before **we** agree to pay them.
- 4 Fines, damages or other penalties which the **insured person** is ordered to pay by a court, or other authority.
- 5 The **insured vehicle** being used by anyone who does not have valid motor insurance.
- 6 Any legal action the **insured person** takes which **we** or the **appointed lawyer** have not agreed to, or where the **insured person** does anything that hinders **us** or the **appointed lawyer**.
- 7 Any disagreement with **us** that is not in Condition 7.

## Conditions

1 An **insured person** must:

- a) keep to the terms and conditions of this section
- b) try to prevent anything happening that may cause a claim

- c) take reasonable steps to keep any amount **we** have to pay as low as possible
  - d) send everything **we** ask for in writing
  - e) give **us** full details in writing of any claim as soon as possible and give **us** any information **we** need.
- 2 a) **We** can take over and conduct, in the name of an **insured person**, any claim or legal proceedings at any time before an **appointed lawyer** is appointed.

**We** can negotiate any claim on behalf of the **insured person**.

- b) If **we** agree to start legal proceedings, or if there is a conflict of interest, an **insured person** can choose an **appointed lawyer** by sending **us** the lawyer's name and address. **We** may choose not to accept the choice of lawyer, but only in exceptional circumstances.

If there is a disagreement over the choice of **appointed lawyer**, another lawyer can be appointed to decide the matter (see Condition 7).

- c) Before an **insured person** chooses a lawyer, **we** can appoint an **appointed lawyer**.

- d) An **appointed lawyer** will be appointed by **us** to represent the **insured person** according to our standard terms of appointment. The **appointed lawyer** must co-operate fully with **us** at all times.
  - e) **We** will have direct contact with the **appointed lawyer**.
  - f) An **insured person** must co-operate fully with **us** and with the **appointed lawyer** and must keep **us** up to date with the progress of the claim.
  - g) An **insured person** must give the **appointed lawyer** any instructions that **we** ask for.
- 3 a) An **insured person** must tell **us** if anyone offers to settle a claim.
  - b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **legal costs**.
  - c) An **insured person** must not negotiate or agree to settle a claim without **our** approval.
  - d) **We** may decide to pay an **insured person** the amount of damages he or she is claiming instead of starting or continuing legal proceedings.
- 4 a) If **we** ask, an **insured person** must tell the **appointed lawyer** to have **legal costs** taxed assessed or audited.
  - b) An **insured person** must take every step to recover **legal costs** that **we** have to pay and must pay **us** any **legal costs** that are recovered.
- 5 If an **appointed lawyer** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses an **appointed lawyer** without good reason, the cover **we** provide will end at once unless **we** agree to appoint another **appointed lawyer**.
  - 6 If an **insured person** stops a claim without **our** agreement or does not give suitable instructions to an **appointed lawyer**, the cover **we** provide will end at once
  - 7 If **we** and an **insured person** disagree about the choice of an **appointed lawyer** or about the handling of a claim, **we** and the **insured person** can choose another lawyer to decide the matter. **We** must both agree to this in writing. If **we** cannot agree with the **insured person** about the choice of the second lawyer, **we** will ask the president of a relevant national law society to choose a lawyer.
- Whoever loses the disagreement will have to pay the costs of settling it.

# Section D: claims handling

## Settling Claims

In the event of a valid claim, **we** will at **our** option either repair the **insured vehicle** or make a cash settlement which will not be more than the **insured vehicle's** market value at the time of the loss or damage.

All claims payments in respect of damage to the **insured vehicle** will be made to either the preferred supplier or legal owner, including when the **insured vehicle** is under any contract or hire purchase agreement.

If **we** have made a payment to **you** following theft and the **insured vehicle** is subsequently recovered

- 1 within one month after payment of the claim, **you** may have the **insured vehicle** back provided that **you** return the money received from **us**
- 2 after one month following payment of a claim, the **insured vehicle** will become **our** property.

In the event of a valid claim **we** will pay the reasonable costs of removing the **insured vehicle** from the accident site to the nearest preferred supplier and for re-delivery to **you** in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands after repair.

## New Vehicle Replacement

In the event of a valid claim, **we** will, if everybody involved agrees, replace the **insured vehicle** with a new vehicle of the same or similar model from the same manufacturer providing

- 1 **you** bought it new in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- 2 it is less than one year old from the date of its first registration as new at the time of the loss
- 3 it would cost more than 60% of the manufacturer's retail price including taxes to repair it.

## Preferred Suppliers

**We** will normally use a network of preferred suppliers to replace or repair the **insured vehicle** or any part of it. **You** must use a supplier that has been agreed by **us** prior to the **insured vehicle** being repaired, otherwise **we** may not pay.

**We** will advise **you** of the nearest preferred supplier who will offer **you** a courtesy vehicle whilst the **insured vehicle** is being repaired. This includes a free collection and delivery service. All courtesy vehicles are 'Group A' vehicles (e.g. a small hatchback) with a manual gearbox. Available only in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands. The supply of a courtesy vehicle may be subject to terms and conditions of the preferred supplier.

If the **insured vehicle** is destroyed or stolen and not recovered **you** will not be offered a courtesy vehicle.

## Section E: no claims discount

If no claim is made under this policy during any period of insurance then **your** next renewal premium will be reduced in line with **our** current scale of no claims discount.

**Your** no claims discount will be unaffected if **you** have claimed solely for:

- 1 damage to glass in the windscreen, windows or sunroof of the **insured vehicle** or the scratching of bodywork caused by such breakage
- 2 theft of keys.

If **you** do make a claim, the number of claim free years on which the discount is based will be reduced.

# Section F: conditions and exclusions relevant to the entire policy

## Conditions

The following conditions apply to **your** policy. Failure to comply will result in **your** claim not being covered.

- 1 **You** must do all **you** reasonably can to prevent loss or damage to the **insured vehicle** and maintain it in a roadworthy condition.
- 2 In the event of a claim **you** must do all **you** reasonably can to prevent additional damage or expenses.
- 3 Everyone covered by this policy must follow the policy terms and conditions. All **drivers** must have a valid **licence** and follow the conditions of their **licence**.
- 4 If, by law, **we** must make a payment that is not covered by the policy, **we** have the right to recover this payment from **you** or the person who is liable.
- 5 **You** must notify **us** immediately of any accidents, claims or legal proceedings in connection with this policy and give **us** all the information and help **we** may need. **You** must send any writ or summons to **us** immediately it is received. **We** will decide how to settle or defend a claim and may carry out proceedings in the name of any person covered by the policy, including proceedings for recovering any payments made.
- 6 If a claim is fraudulent or false in any way, **we** will not make any payment and all cover will end.
- 7 **We** will not make any payment if there is cover under any other policy or insurance pool unless legally required to do so.
- 8 **You** must report any theft, attempted theft or malicious damage to the police immediately.
- 9 If **you** pay the premium to Zurich Bank using their Direct Debit instalment scheme **we** will have the right (which **we** may not use) to renew the policy each year and Zurich Bank will continue to collect premiums using this method. **We** may vary the terms of the policy (including the premium) at renewal. If **you** decide that **you** do not want **us** to renew the policy, as long as **you** tell us before the next renewal date, **we** will not renew it. **Our** right to renew this policy does not affect your cancellation rights shown in this policy.
- 10 If **you** do not pay **your** premium **we** will refuse **your** claim or take the balance of any outstanding premium due to **us** from any claim payment **we** make to **you**. This may mean that **we** fulfil our obligations to any claim against **your** policy by a third party but seek full recovery of any sum made under **your** policy directly from **you**.

This may include the instruction of solicitors or other recovery agents.

- 11 At our request **you** have to consent to an inspection of the **insured vehicle**.
- 12 Following a claim **we** must agree on all steps of the repair process of the **insured vehicle**.
- 13 **You** or any **driver** of the **insured vehicle** must not admit fault or make any offer of payment following an accident covered by this policy.
- 14 **We** will take over and handle in **your** name or that of any person covered by this policy the defence or settlement of any claim or the bringing of any claim.
- 15 In respect of any one claim or series of claims arising out of one event for damage to property **we** may pay **you** up to the limit of indemnity less any sum paid previously and from the date of this payment will pass control of the claim back to **you**. **We** will also pay costs and expenses incurred with our approval up to the point that control of the claim returns to **you**.
- 16 If **you** comprises more than one party **we** will cover each party as though a separate policy had been issued to each, provided that the total amount of cover for all such parties will not exceed the limit of indemnity stated in the policy.

## Exclusions

The following are not covered:

- 1 claims that result from a **driver** of the **insured vehicle** who is not declared in the **Statement of Facts**
- 2 claims that result from using the **insured vehicle** for a purpose that is not declared in the **Statement of Facts**
- 3 any accident or incident that occurs outside the period of insurance covered by this policy
- 4 the **excesses** shown in the **Statement of Facts**
- 5 loss of use of the **insured vehicle**
- 6 loss or damage to the **insured vehicle** resulting from deception
- 7 loss of value of the **insured vehicle** caused by wear and tear
- 8 a reduction in the market value of the **insured vehicle** following repair
- 9 subsequent damage caused by the use of the **insured vehicle** after a loss or damage has occurred. In these circumstances the compensation will be limited to the original damage
- 10 more than the maker's last list price of any spare part in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

- 11 mechanical, electrical, electronic, computer or computer software breakdowns, failures, faults or breakage
- 12 any claim arising from or as a consequence of war, invasion, civil war, riot or civil commotion
- 13 damage caused by aircraft pressure waves
- 14 damage caused by ionising radiation, radioactivity, nuclear fuel, nuclear waste or nuclear equipment
- 15 using the **insured vehicle** in any area used by aircraft or for the servicing of aircraft
- 16 using or driving the **insured vehicle** whilst under the influence of alcohol or other substances that adversely affect the **driver's** ability to drive the vehicle
- 17 any claim arising from using the **insured vehicle** for racing, speed testing, pace-making, participating in any rally, reliability trial or competition
- 18 deliberate or criminal actions committed by **you** or any **driver** covered on **your** policy
- 19 claims arising from a contract that says **you** are liable for something which **you** would not otherwise have been liable for
- 20 **pollution or contamination** unless it is directly caused by a sudden identifiable, unintended and unexpected incident and it occurs entirely at a specific time and place during the period of insurance
- 21 damage to tyres, rims and inner tubes caused by braking, puncture cuts or bursts
- 22 damage caused by earthquakes occurring outside Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or any other member of the European Union
- 23 any claim arising from riot occurring in Northern Ireland or outside Great Britain, the Isle of Man, the Channel Islands or any other member of the European Union
- 24 any claim arising from nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority
- 25 liability caused by the negligence of the owner or the owners agents of an **insured vehicle** leased to **you**.

# Section G: contacting us

If **you** have a question about **your** policy, **you** can e-mail us at:  
business.service@zurichconnect.co.uk  
or call **us** on 0845 603 5994

## How to make a claim

If **you** want to report a claim or accident in the United Kingdom **you** may contact **us** via the weblink displayed on the Internet or call 0800 434 6481.

If reporting a claim or accident elsewhere in Europe, call 00 800 7117 7117

Replacing or repairing glass  
0800 345 7592

Motor Legal Helpline  
0800 434 6485  
8am to 8pm Monday to Friday  
9am to 5pm Saturday and Sunday.

When **you** contact **us** about a claim, **you** will need to tell **us**:

- **your** name, address and telephone number(s)
- the place where the loss or damage occurred
- what caused the loss or damage.

## How to make an Uninsured Loss Recovery claim with DAS

To make a claim under Section C of **your** policy please telephone 0870 366 1542. Lines are open 24 hours a day, 365 days a year. DAS will ask **you** about **your** legal dispute and, if necessary, give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this policy, DAS will provide **you** with a claim reference number. At this point DAS will not be able to confirm that **you** are covered, but they will pass the information **you** have given them to their specialist claims handling teams and explain what to do next. If **you** prefer to report **your** claim in writing, **you** can send it to the Claims Department at the following address:

Claims Department  
DAS Legal Expenses Insurance Company  
DAS House  
Quay Side  
Temple Back  
Bristol, BS1 6NH

Alternatively **you** can e-mail your claim to DAS on [newclaims@das.co.uk](mailto:newclaims@das.co.uk).

When DAS has accepted **your** claim they will pay **your** legal costs.

Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost or corrupted.

## Complaints Procedure

**We** (Zurich Insurance Ireland Limited) value the opportunity to investigate concerns **you** may have about **our** service. **We** are committed to handling complaints fairly, thoroughly and promptly.

If **you** have a complaint about **your** policy, please e-mail **us** at:

business.service@zurichconnect.co.uk

or call **us** on 0845 603 1590.

If **you** have a complaint about a claim, please e-mail **us** at:

zurich.connect.motorclaims@uk.zurich.com

or call **us** on 0800 345 7595.

If **you** prefer, **you** can write to **us** at:

PO BOX 16  
Cardiff  
CF10 5YF

If **your** complaint is wholly or partly about the service of one of our third party providers, **we** will ensure it is forwarded to them promptly and let **you** know who is dealing with each aspect of **your** complaint.

## If we cannot resolve your complaint straight away

**We** are dedicated to **our** customers and seek to do what is right, however sometimes **we** may not be able to reach an agreement immediately with **you**. If this is the case, **we** will refer **your** complaint to **our** Customer Relations Team for a separate review. The Customer Relations Team will keep **you** informed of progress whilst their enquiries are continuing. When their review is complete, **we** will provide **you** with a final response.

## Complaint Procedure Leaflet

A leaflet containing full details of **our** complaint procedure will be provided during the complaint handling process and is available on request.

## If you have a complaint about your legal protection

If **you** have cause for complaint under the legal protection section **you** should contact:

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

Or **you** can call on 0870 366 1542.

Your complaint will be dealt with by DAS Legal Expenses Insurance Company Limited and will follow their complaints procedures.

### **The Financial Ombudsman Service (FOS)**

If your complaint has not been resolved to your satisfaction you may refer your complaint to the Financial Ombudsman Service. The FOS contact details are as follows:

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

You can call on: 0845 080 1800

Or e-mail:  
[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

This is a free and impartial service and will not affect your legal rights. **You** are entitled to contact the FOS at any stage of **your** complaint. In addition, **you** also have the option to contact the Irish Financial Regulator. Their contact details are:

The Financial Regulator  
PO Box 9138  
College Green  
Dublin 2  
Ireland

Or **you** can call on: +353 1 410400

### **Can I receive compensation if Zurich Insurance Ireland Limited or DAS Legal Expenses Insurance Company Limited cannot meet their obligations to me?**

Zurich Insurance Ireland Limited and DAS Legal Expenses Insurance Company Limited are covered by the Financial Services Compensation Scheme (FSCS) which means that **you** may be entitled to compensation if either of **us** are unable to meet **our** obligations to you. The compulsory element of the insurance is covered in full. The rest is protected in full for the first £2,000 and then 90% of the remainder of the claim.

Further information is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 020 7892 7300.

### **Zurich Insurance Ireland Limited**

Zurich Connect is underwritten and administered by Zurich Insurance Ireland Limited unless stated otherwise.

Zurich Connect is a trading name of Zurich Insurance Ireland Limited, a limited liability company incorporated in Ireland under registration number 13460 with its registered office at Eagle Star House, Ballsbridge House, Ballsbridge Park, Dublin 4, Ireland.

Zurich Insurance Ireland Limited is authorised and regulated by the Irish Financial Regulator. This means that in some respects the regulatory system that applies will be different from that in the United Kingdom. Zurich Insurance Ireland Limited's authority to conduct business in the UK can be checked on the UK Financial Services Authority's Register by visiting [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

Zurich Bank is regulated by the Irish Financial Regulator.

Legal protection cover is underwritten and administered by DAS Legal Expenses Insurance Company Limited, Registered office DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England and Wales Company number 103274. Authorised and regulated by the Financial Services Authority. These details can be checked on the FSA's register by visiting their website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

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