

SUMMIT

AT LLOYD'S

Summit at Lloyd's

Fleet policy

This policy is a contract between **you** and **us** and is based on the information **you** have given on **your** proposal and any other information **you** have supplied.

This policy is evidence of a legal contract and it is important that **you** read it carefully to make sure that it meets **your** requirements. If it does not, or if **your** requirements change, **you** should contact **your** insurance adviser immediately.

The proposal, the policy, any endorsements and certificates and the schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this insurance or the schedule shall bear such meaning wherever it may appear.

You must advise **us** immediately of any material facts or changes which might affect **our** assessment or acceptance of this insurance. If **you** do not disclose all material facts **we** may void the cover provided by this policy.

We will indemnify **you** against liability, loss or damage directly arising from an accident arising out of the use of the **insured vehicles** described in the schedule in accordance with the terms, conditions and exclusions set out in this policy and schedule occurring during the period stated in the schedule or any subsequent period for which **we** agree to accept the premium.

B.D.Carpenter
Underwriter

General information

Important

You should read this policy together with **your** current schedule which gives precise details of the cover.

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If you need to make a claim

If you need to make a claim, please telephone us on 07071 33 24 24 and we will be pleased to advise you of the steps to take. It will assist if you have details of your policy and cover available when telephoning.

You should also refer to the claims conditions of the policy.

Your right to complain

We intend to provide a first class service at all times to our policyholders.

If, however, you have cause for complaint, we would ask that you first contact the insurance adviser who arranged the insurance for you.

If you are not satisfied with the manner in which your complaint has been dealt with, any further complaint should be addressed to us at

Amlin House
Parkway
Chelmsford
Essex CM2 0UR

Should you remain dissatisfied, you may ask the Complaints department at Lloyd's to review your case without prejudice to your rights in law. Their address is:

Complaints department,
Lloyd's,
One Lime Street,
London EC3M 7HA
Phone: 0207 327 5693 Fax: 0207 327 5225 E-mail: Complaints@Lloyds.com

Complaints that cannot be resolved by them may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate time.

Definitions

*The following words will have the same meaning wherever they appear in this policy, schedule or any endorsements relating to this policy. To help identify these words they will appear in **bold** in the policy wording.*

We/us/our

The underwriters for Summit at Lloyd's (a trading name of Amlin Insurance Services Limited (registered in England No 2739220) being a service company 100% owned by Amlin Underwriting Limited (registered in England No 2323018) and empowered to act on behalf of Lloyd's Syndicate 2001 managed by Amlin Underwriting Limited.
The registered office of Amlin Insurance Services Limited and Amlin Underwriting Limited is St Helen's, 1 Undershaft, London EC3A 8ND.

You/your

The insured company, person or people named as the policyholder in the schedule and any person named in the certificate of motor insurance.

Insured vehicle(s)

Any motor vehicle advised to **us** which **we** have accepted as being covered and for which **you** have paid or agreed to pay the premium.

Covers

1. Liability to third parties

We will indemnify the following in respect of their legal liability for death or bodily injury to any person and loss or damage to property caused by or arising out of the use of the **insured vehicles** or trailer or during the loading or unloading of such vehicles or trailer

- a) **You.**
- b) Any person permitted by **you** to drive provided that such person holds a licence to drive such vehicles or has held and is not disqualified from holding or obtaining such a licence unless a licence is not required by law.
- c) Any person (other than the driver) permitted by **you** to use the **insured vehicles** for social, domestic and pleasure purposes provided such cover is shown in the certificate of motor insurance.
- d) At **your** request any person being carried in or upon or entering or getting into or alighting from the **insured vehicles**.
- e) The legal representatives of any person who would have been entitled to indemnity under this cover.

Exclusions to cover 1

We shall not be liable in respect of

- i) death or bodily injury or loss or damage caused by or arising beyond the limits of any carriageway or thoroughfare in connection with
 - a) the bringing of the load to such vehicle for loading or
 - b) the taking away of the load from such vehicle after unloading.
- ii) death or bodily injury to any person arising out of and in the course of their employment.
- iii) damage to property or animals owned by or held in trust by **you** or in the custody or control of **you** or any other person claiming to be indemnified under this cover while being carried in the **insured vehicles**.
- iv) any amount in excess of that stated in the schedule for damage to property in respect of any one claim or number of claims arising out of any one cause.
- v) death or bodily injury to any person or loss or damage to property directly or indirectly caused by pollution or contamination.
- vi) death or bodily injury or loss or damage arising while an item of self-propelled plant, a commercial vehicle or plant forming part of a commercial vehicle or attached to it is working as a tool of trade.
- vii) loss of or damage to aircraft or death or bodily injury to any person being carried in it.
- viii) any amount in excess of £1,000,000 in respect of damage to property where the liability arises from the carriage of goods of a hazardous nature where this has been declared to and approved by **us**.
- ix) death or bodily injury or loss or damage arising in respect of a detached trailer.
- x) loss or damage resulting from mis-delivery of the load from the vehicle.
- xi) exemplary, aggravated or punitive damages.
- xii) fixed penalties, fines or any costs arising from them.

2. Damage

We will indemnify you in respect of any loss of or damage to the **insured vehicles** caused by

- a) accidental impact.
- b) wilful acts by any person not employed by **you**.

3. Fire damage

We will indemnify **you** in respect of damage to the **insured vehicles** caused by fire, lightning or explosion.

4. Theft

We will indemnify **you** in respect of the theft of the **insured vehicles** or damage caused by theft or attempted theft.

5. Personal effects

We will indemnify **you** in respect of the theft of personal effects subject to a maximum of £250 in respect of each and every claim.

6. Glass and windscreen replacement

We will indemnify **you** in respect of damaged or broken glass. Replacement glass should be fitted by a company authorised by **us**.

Covers

Exclusions to covers 2, 3, 4, 5 and 6

We shall not be liable in respect of

- i) loss of use, wear and tear, depreciation, mechanical, electrical, electronic or computer breakdowns failures or breakages or damage to tyres unless resulting from an accident to the **insured vehicles**.
- ii) loss of or damage to the **insured vehicles** arising out of theft or attempted theft unless **you** have removed the ignition keys from the vehicle and the vehicle is securely locked.
- iii) loss of or damage to money or jewellery.
- iv) loss of or damage to audio equipment over a limit of £600 (subject to the excess shown in the schedule) and not being the manufacturers standard equipment fitted at first registration.
- v) loss or damage suffered by **you** due to any person obtaining any property by deception.
- vi) diminution of value following a claim.
- vii) the first amount of each and every claim under these covers for which **you** are liable as shown in the schedule. Any limit under these covers is reduced by the value of the excess applicable.
- viii) any amount in excess of the value disclosed by **you** or the current market value whichever is the lower.
- ix) loss or damage where **you** do not take adequate precautions.
- x) glass and windscreen replacement or repair under cover 2.

For the purpose of interpretation of covers 2, 3, 4, 5 and 6 'indemnity' shall be interpreted to mean the cost of repair, replacement or the monetary equivalent. The choice of the method of indemnity shall be at our discretion.

7. Medical expenses

We will pay any doctor's or surgeon's fees incurred for attending **you** or any occupant (other than an employee) in respect of bodily injuries sustained as a direct result of a road accident involving the **insured vehicles**. The maximum amount for which we are liable is £250 for each person.

8. Legal fees

In respect of any death which may be the subject of indemnity under cover 1 of this policy, we will at **your** request or at our own option arrange, provide and pay legal fees, incurred with our written consent, for representation in the event of proceedings being taken against **you** for manslaughter or reckless or dangerous driving causing death provided that

- a) the event causing death occurs in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; and
- b) **you** are not entitled to similar indemnity under any other insurance.

The indemnity granted under this cover shall not apply to accidents occurring where **you** or any driver is accused of being under the influence of drugs or intoxicating liquor but we at our discretion reserve the right to provide such indemnity.

The maximum amount for which we are liable in respect of any one claim is £10,000.

9. Vehicles loaned or hired

We will indemnify under cover 1 of the policy the owner of a vehicle loaned or hired to **you** provided that

- a) the contract between the owner and **you** requires it;
- b) the owner is not entitled to indemnity under any other insurance; and
- c) the vehicle has been declared to us and the premium paid.

10. Cross liabilities

We will indemnify **you** and each associated and/or subsidiary company in respect of claims under cover 1 of the policy as if each was a third party.

11. Unauthorised use

We will indemnify **you** at **your** request in the terms of covers 1 and 2 of the policy (provided they are shown as applying in the schedule) while the **insured vehicles** are being used or driven by any person without **your** knowledge or consent.

However we shall not be liable under the terms of this cover to indemnify any person driving or using the vehicle.

12. Indemnity to principals

Cover 1 is extended to indemnify any principal of **yours** against liability at law arising out of the use of the **insured vehicles** in connection with any contract entered into between **you** and such principal provided that

- a) we shall not be liable for death or bodily injury or loss or damage arising out of the negligence or other default of the principal or his employees or agents;
- b) such principal is not entitled to indemnity under any other insurance; and
- c) we shall have the sole conduct of any claim arising under the terms of this cover.

Covers

13. Movement of third party vehicles

The indemnity provided by cover 1 shall extend to apply to any accident caused by or arising out of **your** employees

- a) driving or moving any vehicle not belonging to **you** for the sole purpose of relocation when it is interfering with the performance of **your** business directly connected with the use of **insured vehicles**; or
- b) parking or moving of vehicles belonging to customers or visitors while such vehicles are on **your** premises.

For the purposes of this cover the vehicles will not be regarded as property in **your** custody or control.

14. Contingent liability

We will indemnify **you** under cover 1 for **your** legal liability arising out of an accident caused by or in connection with any motor vehicle not belonging to **you** which is hired (otherwise than under a hire purchase agreement) by **you** for the purpose of **your** business provided that

- a) we shall not be liable in respect of loss of or damage to such vehicle; and
- b) we shall not be liable to make any payment if at the time of the occurrence of any accident giving rise to a claim under this cover there is any other existing insurance covering the same liability. If there is, General condition 5 of this policy shall not apply.

15. Sale or replacement of vehicle(s) insured

- a) In the event of any **insured vehicle** being replaced or sold we will at **our** discretion transfer the insurance provided by this policy to the new vehicle subject to acceptance and adjustment of premium.
- b) In the event that during the period of insurance the number of **insured vehicles** under this policy reduces below the number declared at inception or renewal any return of premium shall be at **our** discretion.
- c) No refund of premium will be given in respect of vehicles that are owned by **you** but are the subject of a Statutory Off Road Notice (SORN).

16. Territorial limits and foreign travel

A. We will indemnify **you** under this policy in respect of vehicles registered in the United Kingdom as described in the certificate of motor insurance in respect of accidents occurring

- a) in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;
- b) any other country that is a member of the European Union;
- c) any other country which has made arrangements which meet the insurance conditions of and are approved by the Commission of the European Union and for which we have agreed to issue cover; and
- d) during transit (including loading and unloading) between such countries by a recognised sea passage not exceeding 65 hours

provided that in the event of loss or damage to the **insured vehicles**, **our** liability in respect of the cost of delivery to **you** after repair shall be limited to the cost of delivery in the country other than the United Kingdom where the loss or damage is sustained.

B. We will reimburse **you** for any customs duties or charges **you** may have to pay as a direct result of any claim covered under this policy.

17. Foreign use declaration

Cover 16 shall only apply in respect of the benefits of Covers 2, 3, 4, 5 and 6 (provided they are shown as applying in the schedule) where details of the foreign use have been declared to and approved by **us** and for which premium has been paid.

Exclusions

These exclusions apply to the whole policy unless otherwise stated

We shall not be liable in respect of

1. any accident, injury, loss, damage or liability caused, sustained or incurred where the **insured vehicles** are
 - a) being used for the carriage of explosives, chemicals, chemical by-products, acids or goods of a dangerous or inflammable nature unless this has been declared to and approved by us;
 - b) carrying a load in excess of that for which it was constructed or in excess of the maximum carrying capacity advised to us; or
 - c) being used in an unsafe condition either before or after an accident.
2. any accident, injury, loss, damage or liability caused, sustained or incurred where the load on the **insured vehicle** is being carried in an unsafe condition or manner either before or after an accident.
3. any liability which attaches to **you** by reason of any agreement which would not attach apart from such agreement.
4. any accident, injury, loss, damage or liability directly or indirectly caused by, happening through or in consequence of
 - a) earthquake, volcanic eruption or meteorite impact.
 - b) actual or threatened war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
 - c) confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority;
 - d) terrorism;
 - e) riot and civil commotion, martial law; or
 - f) the act of any lawfully constituted authority.
5. loss, destruction of or damage to any property or any loss, expense, consequential loss or legal liability of any nature directly or indirectly resulting from, caused by or contributed to as a result of
 - a) ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel;
 - b) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof; or
 - c) seepage, pollution or contamination.
6. loss, destruction or damage directly or indirectly caused by pressure waves caused by aircraft and other aerial devices.
7. any accident, loss or damage to any aircraft, any liability or injury arising as a result or any consequential loss in connection with any aircraft operation arising from the presence of the **insured vehicles** in any area to which aircraft have access.
8. damages, liabilities, costs and expenses in respect of judgements delivered or obtained otherwise than by a court within the jurisdiction of the approved countries on the continent of Europe or as specified in this policy.
9. any liability or costs arising from **your** failure to provide information, statements or documents necessary to defend a claim within deadlines prescribed by the courts.
10. liability, loss or damage occurring where the **insured vehicles** are being used otherwise than as permitted by the certificate of motor insurance.
11. liability, loss or damage occurring where **you** (unless **you** are a passenger) do not hold a full licence to drive the **insured vehicles** or, being the holder of a provisional licence, are not conforming with its terms and limitations.

General conditions

1. Observance of terms

It is a condition precedent to liability that

- a) all the information that **you** have supplied to **us** on the proposal form or subsequently at any adjustment or renewal, all of which **we** have relied upon in deciding whether to accept this insurance and in calculating the premium, are true and that **you** have not withheld any information which might influence **our** acceptance and assessment of this insurance.
- b) in the absence of a proposal form completed and signed by **you**
 - i) **you** accept that all statements and particulars given to **us** by **you** or on **your** behalf by **your** agent are true and complete and that no material facts have been withheld; and
 - ii) these statements and particulars form the basis of the contract between **you** and **us**.
- c) **you** strictly comply with all the terms and conditions and endorsements of this policy.

2. Right of recovery

If **we** are required to indemnify **you** under cover 1 of the policy under or by virtue of the provisions of the law of any territory in which this policy operates, **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.

3. Accidents and claims

- a) After any accident, loss or event likely to give rise to a claim under this policy **you** or any person entitled to indemnity must advise **us** immediately and
 - i) provide full particulars in writing of the occurrence to **us**;
 - ii) forward to **us** immediately and unanswered all letters from any third party and every claim, writ, summons or process **you** receive;
 - iii) advise **us** of the time and place of any impending prosecution or inquest of fatal injury; and
 - iv) use reasonable endeavours to obtain the names and addresses of all witnesses.
- b) **You** shall not make any admission of liability, payment or offer of payment, or incur legal expenses without **our** written consent and **you** shall not in any way act to the detriment or prejudice of **our** interest.
- c) **You** or anyone else claiming under this insurance must give all the assistance and information **we** require and comply with all deadlines specified by **us** and the courts in the negotiation, proceedings, mediation and settlement of any claim.
- d) **We** are entitled to take sole control of all negotiations, proceedings and mediation, to use **your** name to settle, prosecute or defend any claim and to abandon the same at any time.
- e) Where **you** bear any part of any claim as a result of an endorsement or condition of the policy, **you** shall pay **us** the required amount on demand.
- f) It is an express condition of this policy that
 - i) **we** shall have and take full control of all third party claims including those where **you** under the terms of the policy are liable for any amount; and
 - ii) **we** are entitled to make such payments as **we** think fit in respect of any claim.

4. Repairs to the insured vehicle

- a) If the total cost of permanent repairs to the **insured vehicle** required as a result of an accident does not exceed the repair authority sum shown in the schedule **you** may authorise such repairs provided that a Summit at Lloyd's approved repairer is used and that all particulars of the accident are forwarded immediately to **us**.
- b) If the total cost of permanent repairs is estimated to exceed the repair authority limit shown in the schedule, **you** must obtain **our** written consent before repairing or altering the damaged vehicle so that **our** representative may have an opportunity of examining the vehicle and of approving the arrangement for the repairs.
- c) If the **insured vehicle** is disabled as a result of loss or damage as defined under this policy **we** will pay for the reasonable cost of transporting the **insured vehicle** to the nearest approved repairers.

5. Other insurances

If, at the time of any claim under this policy, there is in force any other insurance or indemnity covering the same accident, injury, loss or damage then **we** shall not be liable to pay more than **our** rateable proportion of the claim.

Provided always that nothing in the above conditions shall impose on **us** any liability which **we** would otherwise not have incurred.

General conditions

6. Condition of vehicle

You shall take all reasonable precaution to safeguard the **insured vehicles** and maintain them in an efficient and roadworthy condition.

We shall not be liable for any loss, injury or damage

- a) caused through use of the **insured vehicles** in an unsafe condition either before or after the accident; or
- b) in respect of any vehicle which does not meet statutory requirements for use on public roads.

We and **our** duly authorised representative shall at all times have free access to examine the **insured vehicles**.

7. Obsolete parts

If any part of the **insured vehicles** and/or their accessories becomes unavailable or obsolete in pattern, **our** liability shall be restricted to the value of the part at the time of the accident but **we** will not pay more than the manufacturer's last list or quoted price.

8. Supplied information

If any claim is in any respect fraudulent or if **you** or anyone acting on **your** behalf makes any claim or any statement knowing this to be false or fraudulent in any way, this policy shall become voidable and all benefits under this policy shall be forfeited.

9. Cancellation or suspension of cover

We may at any time cancel this insurance by seven days' notice by special delivery to **your** last known address. Provided **you** return the certificates of motor insurance within seven days **we** will return a pro-rata portion of the premium.

If the premium for this policy is being paid through a finance house then in the event of cancellation of the policy any refund of premium will be paid to the finance house.

10. Arbitration

If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in force at the time. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against **us**.

11. Assignment

This policy is a contract personal to **you** and may not be assigned or transferred in any circumstances and no person apart from **you** (or in the case of **your** death **your** legal representative) shall have any right against **us** in respect of the subject matter of this insurance or any right to receive moneys payable either before or after loss and whether admitted or not unless this right has been endorsed on the policy and signed by **us**.

12. Due diligence

You shall at all times do and concur in doing all things necessary to avoid or diminish a loss under this policy.

13. Breach of licence conditions

You shall comply at all times with the terms and conditions applicable to any operators or other licence issued to **you**.

14. Loss of licence

In the event of **you** losing **your** operator's licence or going into liquidation, insolvency or bankruptcy the cover provided by this policy will be reduced to the minimum required by the Road Traffic Acts.

15. Choice of law

There is a choice of law which can apply to this policy but the pre-contractual offer by **us**, subsequent acceptance by **you** and the contract itself have been made on the basis of English law and this can only be amended with the express written agreement of both parties to the contract.

16. Jurisdiction

This policy shall be governed by the laws of England whose courts shall have exclusive jurisdiction in any dispute arising hereunder.

17. Notification of vehicle details (MIIC)

You must immediately supply details of any vehicle owned by **you** or in **your** care, custody or control or for which **you** are legally responsible and which is to be covered by this policy for entry on the Motor Insurance Database.

General conditions

18. **Contract (Rights of Third Parties) Act 1999**

The terms of this policy are only enforceable by the named insured. A person who is not a named insured has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

19. **Taxes**

You will pay any tax levied on the premium in accordance with current legislation.

SPECIMEN