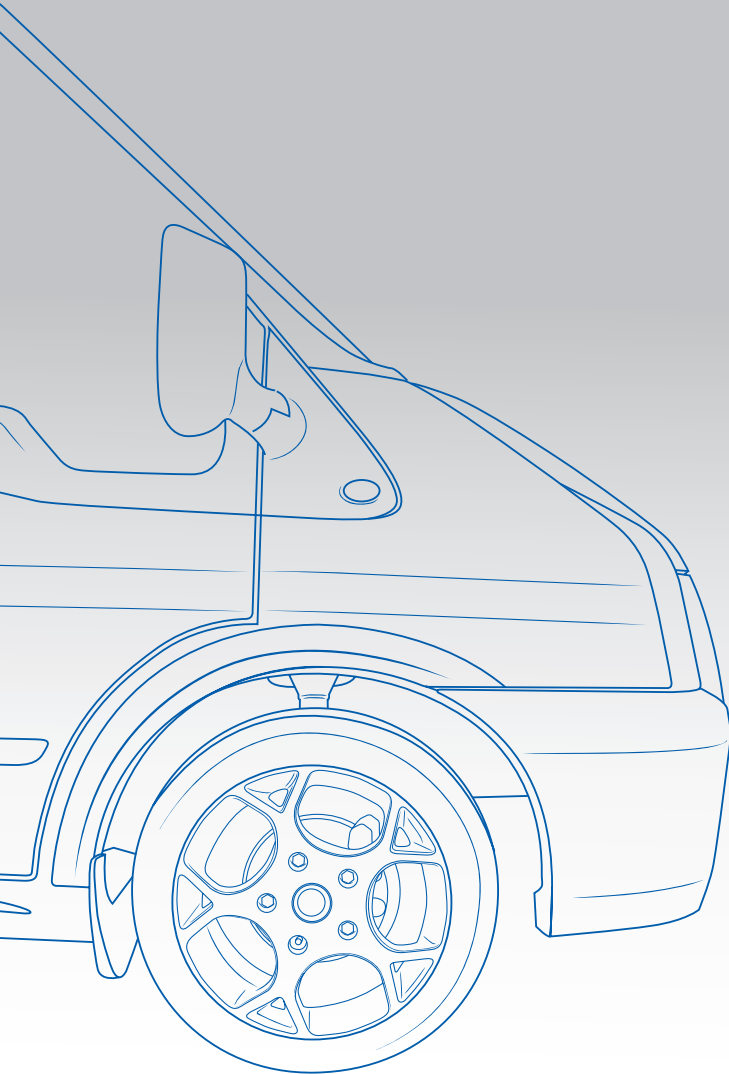


Commercial Vehicle Policy

www.zenith.gi



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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**

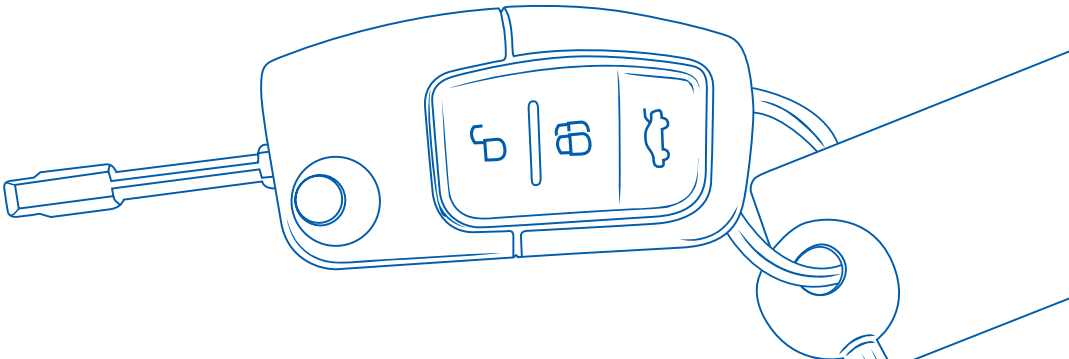
If **you** do not tell **us** about changes, **your** insurance may not cover **you** fully or at all.

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").

Whenever the **vehicle** is driven **fred** records the journey, and this data, combined with conversations at the roadside at the time of any incident, enable **us** to process any claim on **your** behalf in the most effective manner. **Your** personal driving data will not be used for any other purpose, without **your** prior permission. **We** may, however, disclose **your** information where **we** are required or permitted to do so by law.

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 FCA 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**.



What to do if you have a complaint

We are dedicated to delivering a first class level of service to all of **our** policyholders. However, **we** accept that things can occasionally go wrong and would rather be told about any concerns **you** have so that **we** can take steps to make sure the service **you** receive meets **your** expectations in the future.

If a dispute regarding **your** policy or claim arises and cannot be resolved by reference to **your** insurance intermediary the following explains the procedures for resolving **your** complaint:

The resolution of complaints in relation to **your** policy (or any claim made under it) is delegated to **our** service providers in the United Kingdom, Zenith Insurance Management UK Limited. If **you** have a complaint, please contact **our** service providers at the address below:

Zenith Customer Relations
Zenith Insurance Management UK Limited
PO Box 730
Chesterfield
S40 9LL

Tel: 0844 874 0630

Email: complaints@zenith-insurance.co.uk

When contacting Zenith Insurance Management UK Limited please provide:

- A policy number and/or claim number
- An outline of your complaint
- A contact telephone number

Our service providers will make every effort to resolve **your** complaint immediately. If they cannot resolve **your** complaint by the end of the next working day they will acknowledge **your** complaint within five working days of receipt and do their best to resolve the problem within four weeks by sending **you** a final response letter. If they are unable to do so, they will write to advise **you** of progress and will endeavour to resolve **your** complaint in full within the following four weeks. If they are still unable to provide **you** with a final response at this stage, they will write to **you** explaining why and advise when **you** can expect a final response. At this point **you** may refer **your** complaint to the Financial Ombudsman Service at the following address:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

You have the right of referral within 6 months of the date of **your** final response letter.

Whilst **we** and **our** UK service providers are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure above does not affect **your** right to take legal action.

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

What to do in the Event of an Accident

'fred' and how it works

'fred' is a compact device that attaches to the windscreen of **your vehicle**. **fred** can automatically recognise serious impacts and makes contact with a claims advisor in the event of an accident. Where required, staff will be able to request the attendance of emergency services (ambulance, fire brigade and police).

For accidents where **fred** does not automatically make contact with a claims advisor, simply pull over to a safe location nearby, press the assistance button on the front of **fred** and talk to claims experts from the **scene** as soon as **you** are able to.

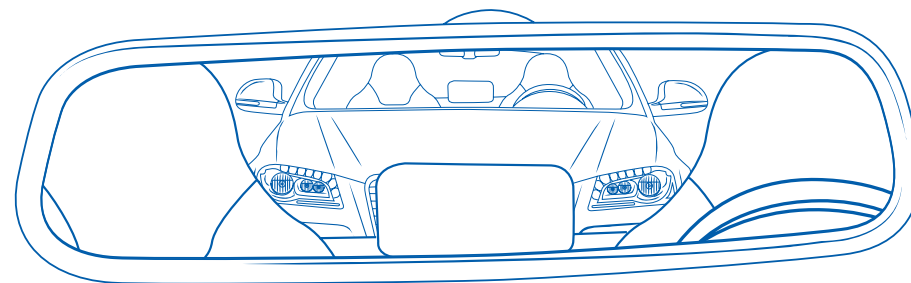
You will receive the device within 7 days of **your** policy start date and **you** must install it within 24 hours of receipt in order to qualify for the **excess** waiver on accident claims when **you** use **fred**. During the period of up to 7 days from the policy start date to **your** receipt of **fred** (plus 24 hours for installation), **your** accident **excess** will automatically be set to zero.

Once **fred** is installed in accordance with the installation instructions, **you** will need to use **fred** at the **scene**, when safe, to report an accident claim to **us** for **your excess** waiver to apply. For details of when the **excess** waiver applies, please refer to the **excess** section of the key facts or **your** policy wording.

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.



IN THE EVENT OF AN ACCIDENT
PRESS THE BUTTON ON **fred**

What to do in the Event of an Accident

At the scene

It is essential that **you** report any accident claim to **us** as soon as it is safe to do so, irrespective of who is at fault, using **fred** and whilst still at the **scene**.

Serious impacts can initiate an automatic call to the claims team via **fred** allowing them to talk to **you**. For accidents where **fred** does not automatically make contact with a claims advisor, **you** and any other **vehicle** involved should move to a safe location and then press the button on the device at the roadside to qualify for **your excess** waiver. Claims experts will guide **you** through the process, and also speak to the third party at the **scene** if appropriate, as **well** as initiate the paperwork for **you**.

Where **fred** is unavailable to report **your** claim (during the first 7 days plus a further 24 hours for installation, instances of fire, **theft**, or if abroad), details must be reported to the 24 hour claims helpline on **0845 6005330** as soon as **you** are aware or within 24 hours of the incident. If in the unlikely event the device should fail please contact the claims helpline. Correspondence should be sent to **our** UK service providers, **Zenith Insurance Management UK Ltd, Claims Department, PO Box 726, Chesterfield S40 9LG**

If **fred** is not used at the **accident scene** it is important that **you** obtain full details of the following:

- All the **vehicles** involved
- The name, addresses and telephone numbers of the other drivers and of any witnesses
- The numbers 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 and 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**.

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.

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 applicable 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 drivable **we** may move it to a safe place while it is waiting to be repaired or disposed of. **You** should remove all personal belongings.

Contract of Insurance

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.



Gary Humphreys Underwriting Director

Zenith Insurance Plc and/or its co-insurers whose names and addresses are available upon request. Authorised Insurers, registered in Gibraltar No. 84085.

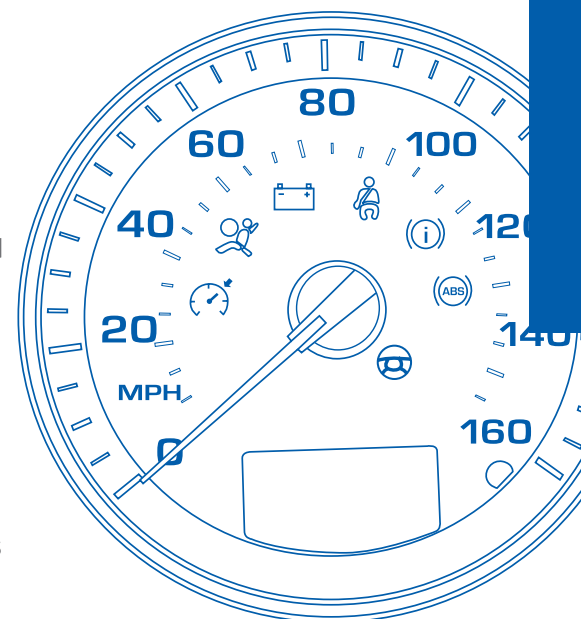
Registered Office: 846-848 Europort, Gibraltar.

Zenith Insurance Plc is an authorised insurance company licenced and based in Gibraltar and is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No. 211787).

The Financial Services Compensation Scheme covers this policy.

All Zenith Insurance Plc policies issued in the UK for individual customers or 'small businesses' are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **your** insurer cannot meet its obligations (e.g. if it goes out of business or into liquidation or is unable to trade).

Further information about compensation scheme arrangements is available from the FSCS (www.fscs.org.uk, telephone 0207 741 4100).



IN THE EVENT OF AN ACCIDENT
PRESS THE BUTTON ON **fred**

Definitions

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

Accident scene or scene

The location where an accident has just occurred involving **you** or anyone named on the **Certificate of Motor Insurance**.

Certificate of Motor Insurance

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

Deploy fred/Deployed fred

Relates to the activation of **fred** as shown in the user manual supplied with the device. For the policy **excess** to be waived as a result of an accident, **you** must use **fred** in line with the terms and conditions outlined within this policy.

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 the claim.

Geographical Limits

Great Britain, Northern Ireland, the Isle of Man 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 legislation) 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 1 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 1 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**.

GUIDE TO POLICY COVER

Comprehensive* Sections 1-6 inclusive
* Plus section 7 if noted on the **schedule**

IN THE EVENT OF AN ACCIDENT
PRESS THE BUTTON ON **fred**

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 vehicle 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 under this section of the policy with the exception of accident claims where you or any other person named on the Certificate of Motor Insurance have deployed fred to report the claim from the accident scene. Also where the claim occurred within the first 7 days plus a further 24 hours for installation from the start of the policy or any other period of time where you were unable to deploy fred following an accident due to fred not being operational as a result of technical failure. In these circumstances you will not be required to pay any policy excess. For clarification of this accident excess waiver, see the table below;

| Type of claim | First 7 days, plus 24 hours for installation | Day 9 and beyond | |
|--|--|---|---|
| | | fred used in line with your policy terms and conditions** | fred NOT used in line with your policy terms and conditions** |
| Accident | £0 | £0 | £250* |
| Other claims – fire, theft, malicious damage, storm damage or if abroad | £250* | £250* | £250 * |
| * Please note that young and inexperienced driver excess terms will apply in addition. | | | |
| ** The excess waiver only applies to accident claims where fred is deployed to report the claim as soon as safe, from the scene. | | | |

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 and Theft".

What is not covered under sections 1 and 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 and 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 manufacturers 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 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.

Policy Sections Section 2 cont.

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:

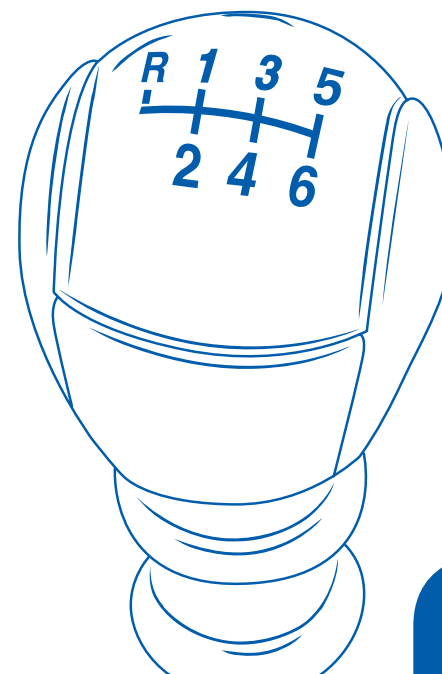
- Legal costs and expenses **we** have previously agreed in writing relating to:
 - Solicitors' fees for representation at a coroners' inquest, fatal injury enquiry or court of summary jurisdiction
 - The defence of a charge of manslaughter or causing death by dangerous or careless driving provided they 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



IN THE EVENT OF AN ACCIDENT
PRESS THE BUTTON ON **fred**

Policy Sections

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.

fred services and the associated accident **excess** waiver are only available within the United Kingdom.

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.

Zenith Glass line 0800 917 0900

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 the 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

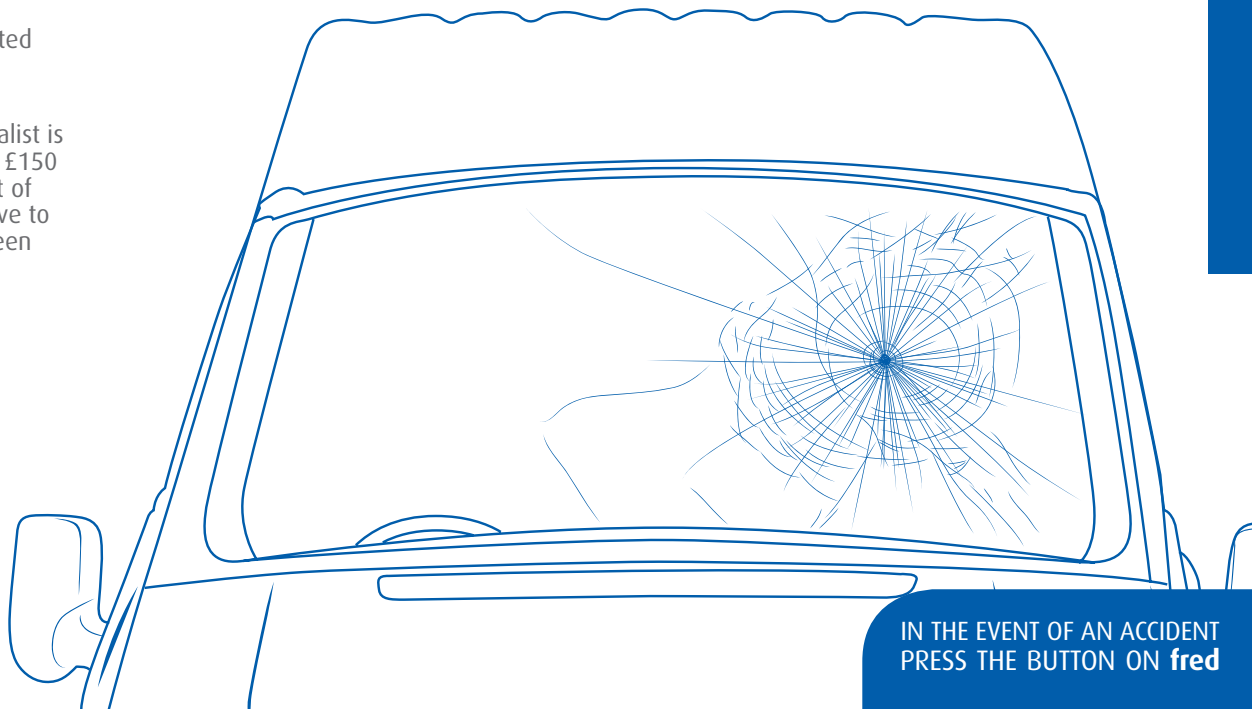
If **you** have not made a claim during the **period of insurance** prior to renewal and no claim has been made against **you**, **we** will allow a discount from **your** renewal premium.

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.



IN THE EVENT OF AN ACCIDENT
PRESS THE BUTTON ON **fred**

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 requirement 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 or the Isle of Man.

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.

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

7. Any decision or action of a court which is outside the **geographical limits** unless the proceedings are brought or judgment 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.

8. 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.

General Conditions

Notification of claims

It is essential that **you** report any accident claim as soon as it is safe to do so, irrespective of who is at fault, by **deploying fred** whilst still at the **scene** - see page 5 'At the **Scene**' for details.

Where **fred** is unavailable to report **your** claims (during the first 7 days plus 24 hours for installation, instances of fire, **theft**, or if abroad), details must be reported to the 24 hour claims helpline on **0845 600 5330** as soon as **you** are aware or within 24 hours of the incident. If in the unlikely event the device should fail please also contact the claims helpline. Correspondence should be sent to **our** UK service providers, Zenith Insurance Management UK Ltd, Claims Department, PO Box 726, Chesterfield, S40 9LG

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.

9. **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.

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.

Changing your vehicle

An additional £10 charge to cover the cost of sending **you** a new holder will apply if **you** change **your vehicle** midterm (i.e. before renewal).

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 and 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.

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 Insurer's Bureau.

CANCELLING YOUR POLICY WITHIN THE 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 refund of premium, providing that no claim has been made or is intended to be made. **You** must return **your Certificate of Motor Insurance** or provide **us** with an electronic declaration of surrender in accordance with section 147 of the Road Traffic Act 1988 before **we** can proceed with the cancellation.

- If at the date of cancellation **your** policy has not yet commenced, **you** will receive a full refund from **us**.
- If **your** policy has already commenced, **you** will receive a refund from **us** less a pro rata charge for each day of cover provided.
- An administration charge of £25 will apply. A further charge of £55 will also apply in the first year only, to cover the cost of the device (**fred**) and postage. If **you** cancel and return the device unopened within 14 days of cancellation, this £55 fee will be refunded to **you** by the broker. These fees may be in addition to broker fees.

CANCELLING YOUR POLICY AFTER THE REFLECTION PERIOD

Cancellation by us or the intermediary

We or **your** authorised intermediary/service provider may cancel this policy. **We** will do this by giving **you** 7 days' notice in writing to **your** last address notified to **us**. **You** must return **your Certificate of Motor Insurance** or provide **us** with an electronic declaration of surrender in accordance with section 147 of the Road Traffic Act 1988. When **we** have received the **Certificate of Motor Insurance** or the electronic declaration of surrender and providing that no claim has been made or is intended to be made, **we** will refund the premium relating to the remaining **period of insurance** on a pro rata basis, charging **you** for each day of cover provided.

The installation, activation and maintenance of **fred** throughout the policy term is a condition of this policy. If **fred** has not been installed and activated by day 21, **we** will invoke **our** right to cancel the policy. Similarly **we** reserve the right to cancel during the term of the policy if **fred** is not maintained with the battery charged and kept in its holder. **You** will be alerted if the battery life expires or if **fred** is removed from its holder.

- An administration charge of £25 will apply. A further charge of £55 will also apply in the first year only, to cover the cost of the device (**fred**) and postage. If **you** cancel and return the device unopened within 14 days of cancellation, this £55 fee will be refunded to **you** by the broker. These fees may be in addition to broker fees.

Cancellation by you

You can cancel this policy by giving **us** 7 days notice in writing and either returning **your Certificate of Motor Insurance** or providing **us** with an electronic declaration of surrender in accordance with section 147 of the Road Traffic Act 1988. Providing that no claim has been made or is intended to be made **we** will refund the premium relating to the remaining **period of insurance** on a pro rata basis, charging **you** for each day of cover provided.

- An administration charge of £25 will apply. A further charge of £55 will also apply in the first year only, to cover the cost of the device (**fred**) and postage. If **you** cancel and return the device unopened within 14 days of cancellation, this £55 fee will be refunded to **you** by the broker. These fees may be in addition to broker fees.

Endorsements

These endorsements do not apply to your insurance unless shown on your policy schedule for the current period of insurance.

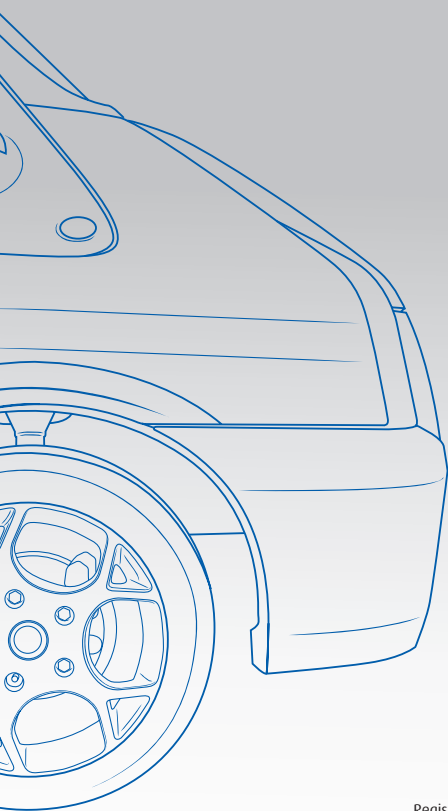
01 – Security

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**.

Commercial Vehicle Policy

www.zenith.gi



Had an accident?

Press the button on **fred**
and talk to claims experts
from the scene

Zenith Insurance Plc
Registered Office: 846-848 Europort, Gibraltar
Registered in Gibraltar No. 84085

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