



INSURANCE POLICY

# Motor Fleet

Please read this document carefully.  
Should you have any questions, please contact your insurance agent.



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# What to do if you have an accident

**It is important that you notify us of a claim at the earliest opportunity, if safe to do so from the scene of the accident. This will help us to give you the best service as well as control the claim costs and the future cost of your insurance.**

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## **Accident, Fire and Theft Claims - Call our Fleet Claims Helpline on 0345 415 0489**

Our 24 hour UK helpline, open 365 days a year, will take initial details of the incident. Our expert staff are here to help you get back on the road quickly. Alternatively call +44 2392 205 471 from outside of the United Kingdom

## **Windscreen Replacement / Repair - Call our Windscreen Helpline on 0345 128 7905**

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### **Repairs to Your Vehicle**

If damage to your vehicle is covered under your Policy we will manage the repairs through our network of Approved Repairers. This service includes:

- **Roadside recovery** if your vehicle is immobile
- **Collection and redelivery** following repairs
- Supply of a **free courtesy car or car derived van** while your vehicle is repaired (does not apply to total loss claims)
- **Vehicle** cleaned before return
- Repairs **guaranteed for 3 years**
- The **reassurance** of your claim being handled by an expert claim handler within our dedicated Fleet claims team.

### **Claims Against You**

To help us reduce the amount of any claim that might be made against you and protect you against fraudulent claims:

- Do not apologise or admit fault
- Obtain the third party's:
  - name, address and contact number
  - registration number and make/model of their vehicle
  - their insurer's name and policy number
- Note the damage to the third party's vehicle and take photographs
- Note any injuries
- Note the number of passengers in the other vehicle
- Take the name, address and contact number of any witnesses to the accident
- Record the name and number of any Police officer who attends the scene of the accident
- Take photographs of the scene and third party vehicle with a camera or mobile phone if safe to do so
- Note any unusual behaviour from the third party and the direction the other motorist takes when leaving the scene.

### **We are Committed to:**

- Providing a market leading customer experience
- Claims handling by a specialist fleet claims team
- Providing handlers experienced in managing all sizes of risk from small/medium to large
- Providing a network of approved suppliers to get you back on the road quickly
- Combating fraud to keep your premiums low
- Pro-active third party claims handling helping to reduce claims costs
- Use of the most sophisticated up-to-date industry tools to assist our claims handling

**We want to get our customers back on the road and back to business as quickly as possible**

## IMPORTANT NOTE

### Protect Your Vehicle – Ensure it is locked and the keys have been removed

Your insurance will not cover loss of or damage to your vehicle or its contents by theft or attempted theft if:

- It has been left unlocked;
- It has been left with the keys in it;
- It has been left with the windows, roof panel or the roof of a convertible vehicle open;
- The keys should also be kept secure when removed from the vehicle.

### Business Legal Services

[www.araglegal.co.uk](http://www.araglegal.co.uk)

By choosing Arista, you also have free access to business support via [www.araglegal.co.uk](http://www.araglegal.co.uk). The Business Legal Services website provides the essential tools and services to prepare vital paperwork; for example, your Health & Safety Policy, up to date employment legal procedures, advice on management and recovery of debts. Register today at [www.araglegal.co.uk](http://www.araglegal.co.uk) and enter the voucher code shown on your Policy Schedule to access the law guide and download legal documents to help with commercial legal matters. For a fee you can have your documents reviewed by a solicitor to ensure they meet your specific requirements.

## Introduction

Thank you for choosing Arista to be your Motor Fleet insurance provider. This is your Policy which sets out your insurance cover in detail.

Please read this Policy, the schedule and certificate in conjunction with the statement of fact carefully, to make sure it meets your requirements and that the details shown on the schedule and statement of fact are correct.

Your premium has been based upon the information shown in the schedule and recorded in your statement of fact.

If you have any questions about any of your Motor Fleet insurance documents, please contact your insurance agent or an Arista office. This insurance is written in English and all communications about it will be in English. Unless we have agreed otherwise with you, this insurance is governed by English law.

Should you require a hard copy of the policy schedule or policy wording please contact your broker.

# The Contract of Insurance and the Underwriters

This Policy is underwritten by Ageas Insurance Limited and certain underwriters at Lloyd's and other insurers (hereinafter called the 'Underwriters') and is administered by Arista in accordance with the authority granted under binding authority agreement(s)

In consideration of payment of the premium the liability of an Underwriter under this contract is several and not joint with other insurers party to this contract to indemnify You within the limits terms conditions and exceptions of this Policy against the events set out in the sections operative and occurring in connection with the Business during the Period of Insurance and any subsequent period for which You pay and the Underwriter agrees to accept a premium

An Underwriter is not jointly liable for the proportion of liability underwritten by any other Underwriter nor is an Underwriter otherwise responsible for any liability of any other Underwriter that may underwrite this contract

The proportion of liability under this contract underwritten by an Underwriter (or in the case of a Lloyd's syndicate the total of the proportions underwritten by all the members of the syndicate taken together) is shown below

Where the Underwriter is a Lloyd's syndicate each member of the syndicate (rather than the syndicate itself) is an Underwriter Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together) The liability of each member of the syndicate is several and not joint with other members A member is liable only for that members proportion A member is not jointly liable for any other members proportion Nor is any member responsible for any liability of any other Underwriter that may underwrite this contract The business address of each member is Lloyd's, One Lime street, London EC3M 7HA The identity of each member of a Lloyds syndicate and their respective proportion may be obtained by writing to Market Services at the above address

Although reference is made at various points in this clause to "this contract" in the singular where circumstances so require this should be read as a reference to contracts in the plural

Each Underwriter is only liable in respect of the cover provided under the Section(s) of this Policy shown against them below and not any other section

Motor Legal Solutions Brit Syndicate 2987 at Lloyd's managed by Brit Syndicates Limited (FCA Register number 204930) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and administered by ARAG plc (FCA Register No 452369) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

All Other Sections Ageas Insurance Limited (FCA Register No 202039) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority



**Paul Dilley**  
**Chief Executive Officer**  
**Geo Underwriting Services Limited**  
On behalf of the Insurer(s)

**This Policy is a legal contract between You and Us and designed to be as easy to understand as possible You must make a fair presentation of the risk to Us at inception renewal and variation of the Policy**

**Your proposal the Certificate of motor insurance the Schedule Your Policy and any Endorsements shall be considered one legal document**

**It is important that You read all Your documents carefully and let Your insurance agent know immediately if the insurance does not meet Your requirements or if any information is inaccurate or incomplete If any changes are required this may result in changes to the terms and conditions of the Policy or a refusal to provide cover**

**Your obligations under the Policy**

**The Policy imposes certain obligations upon You which if not complied with may invalidate this insurance or a claim**

**Some of these obligations are expressed to be Conditions General Conditions or Conditions Precedent These are extremely important If you are in breach of any of these obligations at the time of a loss We will have no obligation to indemnify You in relation to any claim for that loss However if a Condition General Condition or Condition Precedent is intended to reduce the risk of a loss of a particular kind at a particular location or at a particular time We will not rely on the breach of that Condition General Condition or Condition Precedent to exclude limit or discharge our liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred**

**Steps to be taken if you cannot comply**

**If You are unable to comply with any Condition General Condition or Condition Precedent You should contact Us as soon as reasonably possible through Your insurance agent**

**We will decide whether We might be prepared to agree a variation in the Policy**

**All Conditions General Conditions or Conditions Precedent remain effective unless You receive written confirmation of a variation from Us through Your insurance agent**

**You should keep a written record (including copies of letters) of any information You give Us or Your insurance agent at inception renewal or making variation to this Policy**

Arista is a trading name of Geo Underwriting Services Limited, Registered in England No. 4070987.  
Registered Address: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN  
Authorised and regulated by the Financial Conduct Authority. FCA Register Number 308400  
Geo Underwriting Services Limited is a coverholder for certain leading Insurers.

You can check this information on the Financial Conduct Authority register by visiting the FCA's website: [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768. Information relating to the Prudential Regulation Authority can be found at [www.bankofengland.co.uk/pru](http://www.bankofengland.co.uk/pru)

# Definitions

The following words or phrases shall have the same meaning wherever they appear in this document:

**Accessories** - Spare parts and fitted accessories to be used with your vehicle.

**Certificate of motor insurance** - A document which is legal evidence of your insurance and which forms part of this document, and which must be read with this Policy.

**Endorsement** - A change in the terms of the insurance which replaces the standard insurance wording and is printed on, or issued with, the Schedule or a revised Schedule.

**Excess** - A contribution by you towards a claim under this insurance

**Period of insurance** - The period of time covered by this insurance (as shown in the schedule) and any further period we accept your premium for

## Policy

This Policy is made up of a number of documents These documents are the

- (a) Policy
- (b) Schedule
- (c) endorsements
- (d) notice to Policyholders
- (e) Statement of Fact or proposal form
- (f) Certificate of motor insurance

## Condition Precedent

Any term expressed Condition Precedent is extremely important

If You are in breach of any of these obligations at the time of a loss We will have no obligation to indemnify You in relation to any claim for that loss

However if a Condition Precedent is intended to reduce the risk of a loss of a particular kind at a particular location or at a particular time We will not rely on the breach of that Condition Precedent to exclude limit or discharge Our liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

**Road** - Any place which is a road for the purpose of any compulsory motor insurance legislation operative within the United Kingdom

**Schedule** - The document showing the vehicle(s) we are insuring and the cover which applies

**Statement of fact** - This is a record of the information that You provided to your insurance agent and any assumptions made about You and your business upon which your insurance quotation is based

**The Vehicle(s)** - Any vehicle or vehicles specified in the schedule of vehicles or described in the current certificate of motor insurance.

1. Agricultural vehicle meaning a vehicle used solely for agricultural or forestry purposes.
2. Articulated vehicle - a goods carrying vehicle made up of a power unit and one or more semi-trailers.
3. Coach meaning a passenger carrying vehicle with 17 or more passenger seats.
4. Car meaning any private car, estate car or utility car.
5. Commercial vehicle meaning any motor vehicle other than a car, coach, minibus or motorcycle.
6. Motorcycle meaning any motorcycle, motorcycle and sidecar or moped.
7. Minibus meaning a vehicle with between 9 and 16 passenger seats in addition to the driver.

8. Trailer meaning any trailer which is your property or for which you are responsible. The trailer does not include a disabled mechanically propelled vehicle.

Except when you have requested and we have agreed to provide cover, the Insured Vehicle does not include any vehicle registered elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

**The Underwriters** - are made up of the Lloyd's underwriters and other insurers who have insured you under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. You can ask us for the names of the underwriters and the share of the risk each has taken on.

**United Kingdom** - England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

**We, us** - The Underwriters as set out in the section of the Policy headed The Contract of Insurance and the Underwriters.

**You** - the person named as 'the policyholder' in the schedule, any certificate of motor insurance or renewal notice applying to this insurance.



# Fair Processing Notice

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

## Who are we?

Arista is a trading name of Geo Underwriting Services Limited (part of the Ardonagh Group of companies). Geo Underwriting Services Limited is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you.

You can contact us for general data protection queries by email to [DataProtection@ardonagh.com](mailto:DataProtection@ardonagh.com) or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 55 Bishopsgate, London, EC2N 3AS. Please advise us of as much detail as possible to comply with your request.

For further information about the Ardonagh Group of companies please visit [www.ardonagh.com](http://www.ardonagh.com).

## What information do we collect?

We will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code) which we need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing you with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If you object to use of this information then we will be unable to offer you the product or service requested.

## How do we use your personal information?

We will use your personal information to

- assess and provide the products or services that you have requested
- communicate with you
- develop new products and services
- undertake statistical analysis

We may also take the opportunity to

- contact you about products that are closely related to those you already hold with us
- provide additional assistance or tips about these products or services
- notify you of important functionality changes to our websites

We make outbound phone calls for a variety of reasons relating to many of our products or services (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure we comply with them.

To ensure confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

### **Securing your personal information**

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats,

We store all the information you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing record we hold for you.

### **When do we share your information?**

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

The data we collect about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone you have authorised to deal with us on your behalf.

### **How long do we keep your information for?**

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with us has ended.

### **Your rights**

Under data protection law you have the right to change or withdraw your consent and to request details of any personal data that we hold about you.

Where we have no legitimate reason to continue to hold your information, you have the right to be forgotten.

We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision that you are unhappy with.

Further details of your rights can be obtained by visiting the Information Commissioner's Office website at <https://ico.org.uk/>.

## Motor Insurance Database and Fraud Registers

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help us to check information provided and also to prevent fraudulent claims. We may search these registers when we deal with your request for insurance. Under the conditions of your Policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident we will pass information relating to it to the registers. Your Policy details will be added to the Motor Insurance Database (MID) which is run by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by the DVLA, DVANI, the Insurance Fraud Bureau and other bodies authorised by law for the purposes of, but not limited to, Electronic Vehicle Licensing, Continuous Insurance Enforcement, law enforcement for the purposes of prevention, detection, apprehension and/or prosecution of offenders and by government services and other services aimed at reducing the level and incidence of uninsured driving. If you are involved in a road traffic accident (in the UK, EEA or certain other territories), other insurers and/or the Motor Insurers' Bureau may search the MID to obtain relevant Policy information. Persons pursuing a claim (including his or her appointed representatives) in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds your current registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the police. You can check that your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com). You should show this notice to anyone insured to drive the vehicle covered under the Policy.

## Preventing and detecting fraud and claims history

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

1. Checking details on proposals and claims
2. Checking details on applications for credit facilities

Please contact the Company Secretary, at Arista, 55 Bishopsgate, London EC2N 3AS

if you want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

In order to protect our policyholders we are members of the Insurance Fraud bureau (IFB). If you suspect insurance fraud is being committed you can call them on their confidential cheat line 0800 422 0421.

# Cover

## The cover you have

Your Schedule shows you what cover you have. The different types of cover are listed below together with the sections of the Policy that apply.

1. Comprehensive - all sections apply.
2. Third party, fire and theft – Liability to others section, Loss of or damage to your vehicle section (except accidental or malicious damage and vandalism), Loss of keys and lock replacement section, Unauthorised use section, Unlicensed drivers section, Foreign use section and Payments for journeys (car sharing) section apply.
3. Third party only - Liability to others section, Unauthorised use section, Unlicensed drivers section, Foreign use section and Payments for journeys (car sharing) section apply.
4. Fire and theft - Loss of or damage to your vehicle section (except accidental or malicious damage and vandalism) applies.
5. Accidental damage fire and theft - Loss of or damage to your vehicle section applies.

The conditions and exceptions contained in this document apply to all sections of the insurance.

## Liability to others section

### Driving or using your vehicle

We will insure you for all the amounts you may be legally liable to pay for:

1. death of or injury to other people; or
2. damage to property;

as a result of any accident you have while you are driving, using or in charge of your vehicle or while you are loading and unloading your vehicle.

### Other people driving or using your vehicle

In the same way you are insured, we will also insure the following people:

1. Any person you allow to drive or use your vehicle, as long as this is allowed by your current certificate of motor insurance and has not been excluded by an endorsement, exception or condition.
2. Any passenger who causes an accident while travelling in or getting into or out of the insured vehicle as long as you ask us in writing, after the accident, to indemnify the passenger.

### Limits of indemnity to property damage in respect of private cars

The most we will pay for property damage is £20,000,000 for any one claim or claims arising out of one incident.

The most we will pay for costs and expenses arising from property damage is £5,000,000 for any one claim or claims arising out of one incident.

If there is a property damage claim made against more than one person covered by this insurance, we will deal with any claim made against you first.

### Limits of indemnity to property damage in respect of all other vehicles, including private cars used for hire purposes

The most we will pay for property damage is £5,000,000 for any one claim or claims arising out of one incident.

If there is a property damage claim made against more than one person covered by this insurance, we will deal with any claim made against you first

### **Legal personal representatives**

After the death of anyone who is covered by this insurance, we will deal with any claim made against that person's estate, as long as the claim is covered by this insurance.

## **Costs and expenses**

### **Legal costs**

If we first agree in writing, we will pay:

1. solicitor's costs if anyone we insure is represented at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction;
2. reasonable costs for legal services to defend anyone we insure against any prosecution arising from any death; and
3. all other legal costs and expenses we agree to.

We will only pay these legal fees if they arise from an accident that is covered under this insurance.

### **Duty of Care – driving at work, legal costs**

If we first agree in writing, we will pay:

1. your legal fees and expenses incurred with our written consent for defending proceedings including appeals;
2. costs of prosecution awarded against you arising from any health and safety inquiry or criminal proceedings for any breach of the: Health and Safety at Work Act 1974; Health and Safety at Work (Northern Ireland) order 1978; Corporate Manslaughter and Corporate Homicide Act 2007.

We will not pay:

1. unless the proceedings relate to an actual or alleged act, omission or accident committed during the period of insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and in connection with your business;
2. unless the proceedings relate to an actual or alleged act, omission or accident arising from the ownership, possession or use by or on behalf of you of any motor vehicle or trailer in circumstances where compulsory insurance or security is required by the Road Traffic Acts;
3. in respect of proceedings which result from any deliberate act or omission by you; or
4. where cover is provided by any other policy.

The most we will pay in respect of such legal fees, expenses and costs is:

1. Health and Safety at Work Act 1974; Health and Safety at Work (Northern Ireland) order 1978 - £1,000,000.
2. Corporate Manslaughter and Corporate Homicide Act 2007 - £1,000,000.

### **Emergency medical treatment**

We will pay for emergency medical treatment that is needed after an accident involving any vehicle which this insurance covers.

### **Towing**

Under this section we will insure you while any vehicle covered by this insurance is towing a caravan, trailer or a broken-down vehicle (as allowed by law).

We will not pay any claim arising from the following:

1. Damage to or loss of the towed caravan, trailer or broken-down vehicle.
2. Damage to or loss of any property being carried in or on the towed caravan, trailer or
3. broken-down vehicle.

4. A caravan, trailer or broken-down vehicle being towed for reward.
5. Towing more trailers than the number allowed by law.
6. If more than one caravan, trailer or broken-down vehicle is being towed at any one time.

We will only provide this cover if:

1. the caravan, trailer or broken-down vehicle is properly secured to your vehicle by towing equipment manufactured for the purpose; and
2. the method of towing the caravan, trailer or broken-down vehicle stays within the
3. manufacturer's recommended towing limits and any other relevant law.

### **Indemnity to Principals**

As far as is necessary to meet the requirements of any agreement or contract entered into by you for the performance of work, we will insure the Principal at your request provided the Principal complies with the terms and conditions of this insurance in so far as they can apply.

### **Contingent liability**

We will insure you while an employee of yours uses, on your business, a vehicle you do not own or have supplied as long as:

1. you have given express permission for the vehicle to be used on your business;
2. you have taken all reasonable steps to ensure that there is a separate motor insurance policy, in the employee's name giving you cover for such use; and
3. there is no cover provided by any other insurance.

We will not be liable:

1. for any loss or damage to such vehicle; or
2. to cover any person driving such vehicle.

### **Joint liability**

If this document is in the name of more than one person, we will cover each person as if we had sent an individual document to each. We will cover each against the liability of the other, as long as the liability, loss or damage is not covered by any other insurance.

### **Unauthorised movement**

We will insure you in respect of any accident caused by, through or in connection with the movement of any motor vehicle not belonging to you and not in your custody or control as long as the vehicle is preventing your vehicle from passing and:

1. is being moved by an employee of yours;
2. is being moved in connection with your business;
3. is not the property of the employee moving it; and
4. is not covered by any other insurance covering such accident, damage or loss.

## **Exceptions to Liability to others section**

This section of your insurance does not cover the following:

1. Anyone who can claim for the same loss from any other insurance.
2. Loss of, or damage to: any premises belonging to or occupied by you, any other property owned by you or in your custody or control or any property or load being conveyed by the insured vehicle or trailer.
3. Death of or bodily injury to any person arising out of and in the course of their employment by the policyholder or by any other person claiming under this insurance. This does not apply if we need to provide cover due to the requirements of relevant laws.

4. Death, bodily injury or damage to property caused or arising beyond the limits of any carriageway or thoroughfare in connection with:
  - a. the bringing of any load to any commercial vehicle for loading on to;
  - b. the taking away of the load from any commercial vehicle after it has been unloaded; by any person other than the driver or attendant of such vehicle.
5. Death, bodily injury or damage to property caused as a result of plant covered by this Policy being used as a tool of trade.
6. Any liability arising while any vehicle is being used in or on any part of an airport or aerodrome which is used for
  - a. aircraft take off or landing
  - b. aircraft parking including service roads
  - c. ground equipment parking areas

except where we need to provide the minimum insurance required by the Road Traffic Act

7. Any liability arising directly or indirectly from acts of terrorism, as defined in the UK Terrorism Act 2000, except where we need to provide the minimum insurance required by the Road Traffic Act.
8. Any liability, except where we need to provide the minimum insurance required by the Road Traffic Act, for claims for death, injury, illness, loss or damage to property arising directly or indirectly from pollution or contamination unless caused by a sudden identifiable unintended and unexpected event.
9. This exception:
  - a. relates to contamination or pollution caused directly or indirectly by any substance, liquid, vapour or gas leaking or being released; and
  - b. includes contamination or pollution of any building or other structure, water, land or the air.

We will not pay for claims arising directly or indirectly from contamination or pollution where it is caused by any substance, liquid, vapour or gas being deliberately released or leaks caused by the failure to maintain or repair your vehicle, or any part of it.

# Loss of or damage to your vehicle section

## This cover only applies to your vehicle

We will insure your vehicle and accessories against loss or damage (less any excess that applies) caused by:

1. accidental or malicious damage and vandalism;
2. fire, lightning, self-ignition and explosion; or
3. theft or attempted theft, or taking the vehicle away without your permission.

For a claim under this section we may either:

1. pay for the damage to be repaired;
2. pay an amount of cash to replace the lost or damaged item; or
3. replace the lost or damaged item.

The most we will pay will be either:

1. the market value of your vehicle immediately before the loss (including its accessories and spare parts) up to the value shown in the schedule; or
  2. the cost of repairing the vehicle;
- whichever is less.

We will not pay the cost of any repair or replacement which improves your vehicle or accessories to a better condition than they were in before the loss or damage. If this happens you must make a contribution towards the cost of repair or replacement.

## Excesses

You will be liable to pay the excess amount shown on the schedule for each vehicle sustaining loss or damage arising from any claim covered by this policy.

Should more than one vehicle be involved in the same incident the excess shown on the schedule shall apply to each vehicle separately.

## Extra excesses for young or inexperienced drivers

If your vehicle is damaged while a young or inexperienced person (including yourself) is driving you will have to pay the first part of the cost as shown below. This is on top of any other excesses which you may have to pay.

### Drivers/ Amount

- |  |      |
|--|------|
| 1. Under 21 years of age   | £300 |
| 2. Aged 21 to 24 years of age  | £200 |
| 3. 25 years of age or over but who have a provisional driving licence or who have held a full EU driving licence for less than 12 months | £200 |

You will not have to pay the amounts shown above if the loss or damage is caused by fire or theft.

## Recovery and re-delivery

Following any claim covered under the Loss of or damage to your vehicle section we will pay the reasonable cost of removing the vehicle from the place where the damage occurred to the premises of the nearest competent repairer and re-deliver to you in the United Kingdom after repair.

Do not attempt to move the vehicle yourself if this could increase the damage. If unnecessary damage is caused as a result of your attempts to move your vehicle we will not pay any extra cost arising from that damage.



## **Repairs**

If your vehicle is damaged in any way covered by this insurance contact us immediately for advice and assistance about repairs.

If your vehicle cannot be driven safely you may authorise reasonable and necessary repairs without previously obtaining consent providing that you notify us immediately.

We may arrange for your vehicle to go to a repairer of our choice if we cannot reach an agreement with the repairers over costs.

## **Total loss (write-off)**

If the cost of repairs to your vehicle is greater than the market value of the vehicle we will offer you an amount as compensation. The insurance for your vehicle will end when you accept that offer.

If requested you must send us the vehicle registration document (V5c), MOT certificate, vehicle purchase receipt, all keys and any other relevant documentation before we agree settlement.

Once payment has been issued the vehicle becomes our property for disposal.

If there is any outstanding loan on the vehicle we may pay the finance company first. If our estimate of market value is more than the amount you owe them we will pay you the balance. If our estimate of the market value is less than the amount you owe you may have to pay them the balance.

If your vehicle is leased or on contract hire, we may pay the leasing or contract hire company first. When calculating the value of the vehicle we may take into account any discount on the manufacturer's recommended retail price they obtained when purchasing the vehicle. If the amount we pay is more than the amount you owe the leasing or contract hire company, the amount we pay them will settle the claim. If the amount we pay is less than the amount you owe you may have to pay them the balance.

Once payment has been issued the vehicle becomes our property for disposal.

## **New vehicle replacement**

This cover shall apply to any car or any commercial vehicle with a gross vehicle weight of 3.5 tonnes or less.

If within 12 months from the date of first registration as new in your name the cost of repairing any damage (that is covered by this document) is more than 50% of the manufacturer's recommended retail price plus taxes, or lost by theft and not recovered we will replace it with a new vehicle of the same make, model and specification, provided one is available. We will then own the vehicle that was the subject of claim.

## **Windscreen damage (comprehensive cover only)**

You may claim for damage to your vehicle's windscreen or windows and for any bodywork scratched by broken glass from the window or windscreen.

You will only have to pay the first £75 of each claim (or amount shown on the schedule). There is no limit on the cost of the windscreen.

No excess will apply if the windscreen can be repaired instead of replaced.

This benefit does not apply to damaged sun roofs, roof panels, lights or reflectors whether glass or plastic.

## **When your vehicle is being serviced**

The cover provided under this section will still apply when your vehicle is being serviced or repaired. While the vehicle is in the hands of the motor trade for a service or repair we ignore any restrictions on driving or use (as shown in your certificate of motor insurance).

### **Audio, visual, communication, guidance or tracking equipment**

The cover provided by this Policy extends to include damage to or loss of permanently fitted audio, visual, communication, guidance or tracking equipment that formed an integral part of the vehicle when it was originally manufactured.

If it was not part of the vehicle when it was originally manufactured we will only pay up to £750.

### **Trailer Cover – (only applies to commercial vehicles)**

If your vehicle is articulated or a rigid body vehicle, we will also insure any semi-trailer or draw bar trailer against loss or damage, while it is attached to the vehicle or temporarily detached during the course of a journey.

If the combined value of the power unit and semi-trailer or draw bar trailer, is greater than the last total value of the vehicle you told us and which we have accepted, we will only pay the value shown in the schedule.

## **Exceptions to Loss of or damage to your vehicle section**

This section of your insurance does not cover the following.

1. An amount as compensation for you not being able to use your vehicle (including the cost of hiring another vehicle).
2. Wear, tear and depreciation
3. Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment.
4. The vehicle's value reducing, including loss of value as a result of damage, whether repaired or not.
5. Repairs or replacements which improve the condition of the vehicle.
6. Damage to tyres, unless caused by an accident to your vehicle.
7. Damage due to liquid freezing in the cooling system, unless you have taken reasonable precautions as laid down by the vehicle manufacturer's instructions.
8. Loss resulting from repossessing the vehicle and returning it to its rightful owner.
9. Loss of or damage to your vehicle or its contents by theft or attempted theft or an unauthorised person taking and driving it if:
  - a. it has been left unlocked;
  - b. it has been left with the keys in it;
  - c. it has been left with the windows, roof panel or the roof of a convertible vehicle open; or
  - d. reasonable precautions have not been taken to protect it.
10. Any loss of fuel.

## Loss of keys and lock replacement section

We will pay up to £1,000 if the keys for your vehicle are lost or stolen and have not been recovered. We will pay for the cost of replacing entry key and transponders, ignition and steering locks that can be opened or operated with the lost items. Provided that:

1. you let the Police know about the loss as soon as it is discovered;
2. the identity or garaging address of the vehicle would be known to any person who is in possession of your keys or lock transponder

You will not have to pay an excess for any loss under this section.

## Unauthorised use section

The insurance provided by this document will apply if an employee of yours uses your vehicle without authority but we will not be liable to cover your employee.

## Unlicensed drivers section

We will insure an unlicensed driver under this document when a licence is not required by law provided the driver is old enough to have obtained a licence to drive the vehicle had one been required by law.

## Medical expenses section

We will pay up to £500 for each person for the medical expenses of anyone who is injured while they are in your vehicle as a result of an accident involving your vehicle.

You will not have to pay an excess for any loss under this section.

## Personal belongings section

We will pay up to £250 for personal belongings in or on your vehicle if they are lost or damaged because of an accident, fire, theft or attempted theft.

This cover does not apply to:

1. money;
2. goods or samples connected with your business;
3. property insured under any other contract;
4. property that was not protected.

## Personal accident section

If the driver of the insured vehicle is accidentally killed or injured while getting into, travelling in or getting out of the vehicle we will pay £10,000 for:

1. death
2. total and permanent loss of sight in one or both eyes
3. loss of one or more limbs

We will only pay this amount if the cause of the death or injury is an accident involving the insured vehicle and the death or injury happens within 3 months of the accident.

Payment will be made direct to the injured person or to their legal representative.

Exceptions

1. We will not be liable to pay more than £10,000 following one accident.
2. We will not be liable to pay for injury arising from suicide or attempted suicide.
3. We will not be liable to pay for death or injury to any person convicted of driving while under the influence of drink or drugs at the time of the accident.
4. We will not be liable to pay for death or injury to any person not wearing a seat belt when they have to by law.

## Foreign use section

In respect of foreign use the cover shown on the schedule will apply to any member country of the European Union, Andorra, Croatia, Iceland, Norway and Switzerland (including Liechtenstein) in respect of Private Cars and Commercial Vehicles.

In respect of any other Countries or vehicles other than shown above you should contact us and if we agree to provide cover we may require an additional premium.

If cover is provided the following benefits apply:

### Insurance cover

This insurance is extended to apply to claims occurring:

1. In any country which we have agreed to provide cover for; and
2. While the vehicle is being transported (including loading and unloading) between ports in countries where you have cover, as long as the vehicle is being transported by rail or a recognised sea route of not more than 65 hours.

### Customs duty and other charges

If your vehicle suffers any loss or damage covered by this insurance, and the vehicle is in any country which we have agreed to provide cover for, we will do the following:

1. Refund any customs duty you have to pay after temporarily importing your vehicle into any of the countries where you have cover.
2. If your vehicle cannot be driven because of any loss or damage, we will pay the reasonable cost of delivering the vehicle to you at your address after the repairs have been made.
3. Refund any general average contributions, salvage charges and sue and labour charges incurred during transit of your vehicle.

### Foreign representatives

In the event of a claim abroad you can contact the Arista claim line on +44 2392 205 471, the claims department will then instruct our specialist foreign claims handlers who will assist you with all aspects of your claim.

## Payments for journeys (car sharing) section – only applies to private cars

You can accept payments from passengers in your vehicle if you are giving them a lift for social or other similar purposes.

Accepting these payments will not affect your insurance cover if:

1. the vehicle cannot carry more than 8 people (including the driver);
2. you are not carrying the passengers in the course of a business of carrying passengers; and
3. the total of the payments you receive for the journey does not provide a profit.

## General exceptions

**These general exceptions apply to the whole insurance.**

**Your insurance does not cover the following.**

1. Any liability, loss or damage arising while any vehicle covered by this insurance is being:
  - a. used for a purpose which the vehicle is not insured for;
  - b. driven by or is in the charge of anyone who is not mentioned in the certificate of motor insurance as a person entitled to drive or who is excluded by an endorsement;
  - c. driven by anyone (including you) who you know is disqualified from driving, has never held a licence to drive the vehicle, or is prevented by law from having a licence (unless they do not need a licence by law);
  - d. driven by anyone who is contravening Local Authority licencing regulations in respect of Public Hire or Private Hire vehicles.
  - e. using your vehicle on any race track or circuit including the Nurburgring.
  - f. used to carry any load which is more than it was constructed to carry and more than the specified maximum capacity.
2. Any liability, loss or damage that is also covered by any other insurance.
3. Any liability, loss or damage that occurs outside the United Kingdom other than where we have agreed to provide cover. Please refer to the Foreign use section of this Policy
4. Any liability you have accepted under an agreement or contract unless you would have had that liability anyway.
5. Any result of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, or military or usurped power (except where we need to provide cover to meet the minimum insurance required by the relevant law).
6. Direct or indirect loss, damage or liability caused by, contributed to or arising from:
  - a. earthquake;
  - b. riot or civil commotion occurring in Northern Ireland or outside the United Kingdom, (except where we need to provide cover to meet the minimum insurance required by the relevant law);
  - c. ionizing radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel;
  - d. the radioactive, toxic, explosive or other dangerous property of any explosive nuclear plant or any part of it;
  - e. pressure waves caused by aircraft and other flying objects.
7. Any proceedings brought against you, or judgment passed in any court outside the United Kingdom, unless the proceedings or judgment arises out of your vehicle being used in a foreign country which we have agreed to extend this insurance to cover.

## General conditions

1. We will only provide the cover described in this insurance if:
  - a. anyone claiming protection has met all the conditions in this document; and
  - b. the information you or your appointed representative has provided to us is, as far as you know, correct and complete.
2. Your premium is based on the information you supplied at the start of the insurance and when it is renewed. If you have failed to provide us with complete and accurate information, this could lead to your claim being denied or the insurance not being valid.
3. If You or anyone acting on Your behalf to obtain a benefit under this Policy makes any false or fraudulent claim makes any exaggerated claim supports a claim by false or fraudulent documents devices or statements whether or not the claim is itself genuine makes a claim for loss or damage which You or anyone acting on Your behalf deliberately caused  
We will
  - a. refuse to pay the whole of the claim and
  - b. recover from You any sums that We have already paid in respect of the claimWe will also notify You if We will be treating the Policy as having terminated with effect from the date of any acts set out above  
In that event You will
  - have no cover under the Policy from the date of the termination and
  - not be entitled to any refund of premium
4. After any loss, damage or accident you must report the claim to us as soon as possible. You must also give us any information and help that we may ask for. Where an incident should be reported to the Police we also require the Police crime reference number to be supplied to us.
5. You must send every communication about a claim, including any writ or summons to us without delay and unanswered. You must also tell us if you know about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this insurance.  
You must not admit to, negotiate on or refuse any claim unless you have permission from us.
6. You must take all reasonable steps to protect your vehicle from loss or damage, and to maintain it in an efficient and roadworthy condition.  
You must let us examine your vehicle at any reasonable time.
7. You must supply the details we need of any vehicles covered by this insurance for the purposes of the Motor Insurance Database (MID).
8. We can:
  - a. take over, conduct, defend or settle any claim; and
  - b. take proceedings, at our own expense and for our own benefit, to recover any payment we have made under this insurance.We will take this action in your name or in the name of anyone else covered by this insurance.  
You, or the person whose name we use must co-operate with us on any matter which affects this insurance.
9. If we accept your claim, but disagree with the amount due to you, the matter will be passed to an arbitrator who we both agree to. When this happens, the arbitrator must make a decision before you can start proceedings against us.
10. Other than when the General Condition 3. applies We may or your agent may cancel Your Policy
  - a. By sending You 7 days written notice to Your last known address and in the case of Northern Ireland to the Department of the Environment, Northern Ireland.
  - b. Immediately if the premium has not been paid or there has been a default under an instalment or linked credit agreement

We will refund the part of your premium which applies to the remaining period of the insurance. We will send this refund to your insurance agent.

You may cancel this insurance at any time by telling us in writing

- a. within 14 days of receiving Your Policy documents for the first Period of Insurance if for any reason You are dissatisfied or the Policy does not meet Your requirements
- b. if at any time You sell the Business or sell all of the vehicles insured shown in the Schedule or You cease trading

If you have not made any claim in the current period of insurance we will work out the charge for the time you have been covered by your insurance (using our short-period rates shown below) to the date we receive your instructions. We will then refund any amount we owe you to your insurance agent subject to the premium having been paid. If a claim has been made, we will not give you a refund.

Period you have had cover for	Up to 1 week	Up to 1 month	Up to 2 months	Up to 3 months	Up to 4 months	Up to 6 months	Up to 8 months	Over 8 months
Percentage of annual premium covering that period	15%	25%	30%	50%	60%	75%	90%	Full premium
Percentage of refund	85%	75%	70%	50%	40%	25%	10%	Nil

11. If there are a number of claims for property damage arising out of any one cause, we may, at any time, pay you up to the maximum amount payable under Liability to others section. We will deduct from this amount any amounts we have already paid as compensation. On paying this amount, we will withdraw from any further action connected with the settlement of these claims.

We will pay any legal costs and expenses incurred with our consent, up to the time we withdraw from dealing with the claims.

12. If, under the law of any country which this insurance covers you in, we must settle a claim which we would not otherwise have paid, we may recover this amount from you or from the person who made the claim.
13. Should we refuse indemnity in respect of an accident due to any omission, misstatement or non-disclosure, but have a liability to pay a claim under the Road Traffic Acts, then we will reserve the right to settle such claims or judgments, without prejudice to our position under this Policy, and seek reimbursement of all payments we make from you.
14. We shall not be liable to pay any claim or provide any benefit under any insurance cover or extension to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## Important notice

You must tell us as soon as possible about any changes which affect your insurance and which have occurred since the insurance started or since the last renewal date. If you are not sure whether certain facts are relevant, please ask your insurance agent or Arista office.

Upon being notified of any such change We may at Our absolute discretion

- (i) continue to provide cover under the appropriate Section on the same terms
- (ii) restrict the cover provided by the Section
- (iii) impose additional terms
- (iv) alter the premium
- (v) cancel the Section and or the Policy

If You fail to notify Us of any such change We may at Our absolute discretion

- (i) treat the appropriate Section and the Policy as if it had come to an end as at the date of the alteration of the risk returning a proportionate amount of the premium for the unexpired Period of Insurance if We would have cancelled the Section and the Policy had We known of the increase in risk
- (ii) treat the Section and the Policy as if it had contained such terms other than relating to premium or other restrictions from the date of change in risk as We would have applied had We known of the increase in risk
- (iii) reduce proportionately the amount paid or payable on any claim the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had We known of the increase in risk

**Here are some examples of the changes you should tell us about:**

1. A change of vehicle (including extra vehicles and any temporary additional vehicles)
2. All changes you or anyone else make to the vehicle if these make the vehicle different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic).
3. A change of address.
4. A change of business activity.
5. Details of any driver who is excluded by the certificate of motor insurance or an endorsement but who you now want to drive.
6. Details of any motoring conviction resulting in a driving disqualification or more than six penalty points being applied to the licence of any person allowed to drive.
7. Details if you or any other person allowed to drive your vehicle suffers from a notifiable condition not notified to DVLA or any condition for which DVLA have restricted the licence.

## Motor Insurance Database (MID)

Uninsured drivers currently cost UK motorists over £400 million per year. This means every time you pay your insurance premium a portion of this amount goes to pay for these illegal road users. To tackle this problem the Motor Insurance Database (MID) was established.

The Police make approximately 2 million enquiries per month on the MID to check if vehicles have insurance and as a result of this seized nearly 140,000 uninsured vehicles a year.

From 2011 the DVLA have more power under the law to penalise the registered keepers of vehicles that are not insured. As part of this Continuous Insurance Enforcement (CIE) policy the DVLA will compare its records with details of all vehicles currently on cover that are held on the MID. It is therefore important that your vehicle details have been added to the MID.

### What this means in Practice

There are two different approaches depending on the size of your fleet and these are explained below:

#### **Fleets - less than 30 Vehicles (unless otherwise shown in the schedule)**

We will supply the details of your Policy such as policyholder name, address, Policy number, inception and expiry date to the MID.

We will also supply the vehicle details at inception and any changes throughout the year and at renewal to the MID. You do however need to make sure you advise your insurance agent immediately when vehicle changes happen and the previous page also provides more detail regarding other relevant changes.

It is very important that your vehicle details are up to date on the MID or your vehicle may be seized by the Police.

#### **Fleets - 30 Vehicles and above (unless otherwise shown in the schedule)**

You will supply vehicle changes to us on a quarterly basis due to the size of the fleet for premium calculation purposes.

However the regulations place a direct obligation on you to load your vehicle details at inception and update the MID immediately for any vehicle acquisition or disposal. This applies to all changes including temporary additions.



Therefore you will need to submit the vehicle information direct to the MID, online at the MID website, [www.midupdate.com](http://www.midupdate.com). You will need a security code to access the website and load and update your vehicles and more information on how to obtain this can be found at [www.arista-insurance.com](http://www.arista-insurance.com).

It is important that your vehicle details are up to date on the MID or your vehicle may be seized by the Police. Please be aware that if you refuse or fail to maintain or supply the information you will be guilty of an offence and shall be liable on conviction of a fine up to £5,000.

#### **Additional information**

Additional information can be obtained on the MID from the following websites, [www.mib.org.uk](http://www.mib.org.uk) or [www.arista-insurance.com](http://www.arista-insurance.com).

## **Motor Legal Solutions Endorsement**

**The cover is administered by ARAG plc and underwritten by Brit Syndicate 2987 at Lloyd's**

ARAG plc Registered in England number 02585818 Registered Office 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

ARAG plc and Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof) managed by Brit Syndicates Limited are authorised and regulated by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under FCA register number 452369 and 204930 respectively.

#### **What is Motoring Legal Solutions?**

Motoring Legal Solutions is an insurance product that will help protect you should you need to pursue your legal rights following a non-fault road traffic accident. Legal issues can be complex and sometimes difficult to resolve but with Motoring Legal Solutions you will have peace of mind knowing that we are with you every step of the way by removing the financial burden that stressful legal situations can bring. Motoring Legal Solutions is designed to help in a number of situations including

1. Pursuing a claim for death or personal injury
2. Recovering your uninsured losses that can include the recovery of your motor Policy excess loss of earnings and the cost of repairs if not covered under your motor Policy
3. Providing you with access to a replacement vehicle whilst yours is being replaced or repaired

ARAG claims staff and those appointed on your behalf will be available to answer your questions by telephone or email to provide you with the reassurance you need at what can be a very difficult time

When a claim does occur you can be assured that ARAG will appoint a solicitor or another professional with the expertise in the area of law that matches your problem this being a key component to providing maximum impact at the outset

#### **Who Are ARAG?**

ARAG plc is part of the ARAG SE one of the world leaders in legal insurance. ARAG is actively assisting customers in Europe and the USA.

#### **Claims Procedure**

If you are involved in an accident

1. Under no circumstances should you instruct your own lawyer as we will not pay the costs incurred and it could invalidate your cover
2. ARAG operates a 24 hour 365 day per year motor claims reporting helpline. Please immediately telephone **0333 000 7906** in the event of you being involved in a motor accident (Calls are charged at a national rate)
3. We will require details of the accident and names and addresses of all parties involved including any witnesses

4. If the advisor does not believe the accident is your fault we will arrange for
  - a. A legal expert to contact you who will offer to act for you in relation to the recovery of your uninsured losses
  - b. You to be contacted in relation to the provision of a replacement vehicle
5. Do not take any action in relation to recovery of your uninsured losses until you hear from us

**Meaning of Words and Terms**

The following Definitions apply to this Endorsement and shall keep the same meaning wherever they appear in this Endorsement They should also be read in conjunction with the General Definitions of the Motor Fleet Insurance Policy

**Appointed Advisor** The solicitor or other advisor appointed by us to act on behalf of the Insured

**Conditional Fee Agreement** The separate agreement between the Insured and the Appointed Advisor for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58 58A Courts and Legal Services Act 1990 (as substituted and inserted by section 27 Access to Justice Act 1999) the format and contents of which have been agreed to by us before it is entered into

**Collective Conditional Fee Agreement** The separate agreement between the Appointed Advisor and us for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58 58A Courts and Legal Services Act 1990 (as substituted and inserted by section 27 Access to Justice Act 1999) which does not refer to specific proceedings but which provides for the Appointed Advisor's fees and expenses to be payable on a common basis

**Insured** You and any driver or passenger in or on or getting into or out of the Insured Vehicle with your permission

**Insured Vehicle** The vehicle specified in your motor insurance Policy and any trailer or caravan attached to it

**Insurer** Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof)

**Legal Costs & Expenses**

1. In respect of both Insured Events other than as provided for in 2) below
  - a. Reasonable legal costs fees and disbursements reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis and agreed in advance by us
  - b. Other side's costs incurred in civil claims where the Insured has been ordered to pay them or pays them with our agreement
2. In respect of both Insured Events where the claim is brought within England & Wales and falls outside the jurisdiction of the Small Claims Court reasonable legal costs reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis and agreed in advance by us or in accordance with the Predictable Costs scheme if applicable where upon successful conclusion a legal expenses insurance premium ought to be recovered from the opponent in respect of insurance for the insured's disbursements and other side's costs and disbursements the Insurer will only pay costs described in 1a.

The Predictable Costs scheme applies to any road traffic accident occurring where damages of less than £10,000 are negotiated prior to the issue of proceedings

**Limit of Indemnity** In respect of Legal Costs & Expenses £250,000 which shall be the maximum payable by the **Insurer** in respect of all claims related by time or original cause

**Reasonable Prospects of Success** In all claims including an appeal where the Insured has a greater than 50% chance of successfully pursuing the claim or pursuing or defending an appeal If the Insured is seeking damages or compensation there must also be a greater than 50% chance of enforcing any Judgment that might be obtained

**Small Claims Court** A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999

**Territorial Limit** The United Kingdom Channel Islands and the Isle of Man

**We/Us/Our** ARAG plc who are authorised under a binding authority agreement to administer this insurance on behalf of the Insurer Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof)

## **This is Your Insurance Cover**

This Endorsement is evidence of the contract between **you** and the **Insurer**

Following an Insured Event the **Insurer** will pay the **Insured's Legal Costs & Expenses** up to the **Limit of Indemnity** including the cost of appeals provided that

1. the Insured Event occurs within the **Territorial Limit**
2. the claim
  - a. always has **Reasonable Prospects of Success**
  - b. is reported to **us**
    - i during the **Period of Insurance**
    - ii immediately after the **Insured** first becomes aware of circumstances which could give rise to a claim under this Endorsement
3. the **Insured** always agrees to use the **Appointed Advisor** nominated by **us** in any claim
  - a. falling under the jurisdiction of the **Small Claims Court** and/or
  - b. prior to the issue of proceedings
4. any proceedings or hearing are dealt with by a Court or any other body that **we** agree to in the **Territorial Limit**
5. the **Insured** enters into a **Conditional Fee Agreement** with the **Appointed Advisor** or the **Appointed Advisor** enters into a **Collective Conditional Fee Agreement** with **us** if a claim will be decided in a Court within England & Wales and falls outside the jurisdiction of the **Small Claims Court**

## **Insured Events**

1. Uninsured Loss Recovery  
An event causing damage to the **Insured Vehicle** and/or personal property in or on it
2. Personal Injury  
An event causing the **Insured** personal injury whilst in or on an **Insured Vehicle**

## **What is not insured under this endorsement**

You are not covered for any claim arising from or relating to

1. **Legal Costs & Expenses** incurred before **we** accept a claim
2. a motor contract dispute
3. defending any action
4. any event occurring prior to the inception of the Endorsement and which the **Insured** knew or ought reasonably to have known could give rise to a claim under this Endorsement
5. fines penalties or compensation
6. a dispute with **us** or the **Insurer** not dealt with under Condition 6
7. Group Litigation Orders

## Conditions Applicable to This Endorsement

Failure to keep to any of these conditions may lead the Insurer to cancel your Endorsement refuse a claim or withdraw from an ongoing claim The Insurer also reserves the right to recover Legal Costs & Expenses from the Insured should this occur

### 1. The Insured's Responsibilities

An Insured must

- a. observe and keep to the terms of the Endorsement
- b. not do anything that hinders **us** or the **Appointed Advisor**
- c. tell **us** immediately after **you** first become aware of any cause event or circumstances which could to give rise to a claim under this Endorsement
- d. tell **us** immediately of anything that may materially alter **our** assessment of the claim
- e. cooperate fully with the **Appointed Advisor** and **us** give the **Appointed Advisor** any instructions **we** require and keep them updated with progress of the claim
- f. provide **us** with everything **we** need to help **us** handle the claim
- g. take reasonable steps to recover **Legal Costs & Expenses** that the **Insurer** pays and pay to the **Insurer** all costs that are recovered should these be paid to **you**
- h. tell the **Appointed Advisor** to have the **Legal Costs & Expenses** assessed or audited if **we** require
- i. minimise any **Legal Costs & Expenses** and try to prevent anything happening that may cause a claim
- j. allow the **Insurer** at any time to take over and conduct in the **Insured's** name any claim proceedings or investigation

### 2. The Appointed Advisor

- a. In certain circumstances as set out in 2 c) below the **Insured** may choose an **Appointed Advisor** In all other cases no such right exists and **we** shall choose the **Appointed Advisor**
- b. Where the **Insured** wishes to exercise their right to choose they should write to **us** with their nominated representative's name and address The **Insured's** chosen **Appointed Advisor** must agree to act under **our** standard terms of business and cooperate with **us** at all times  
  
If **we** disagree over the appointment of an **Appointed Advisor** then **we** will agree for another suitably qualified person to decide the matter
- c. If **we** agree to start legal proceedings and the court requires any representative to be legally qualified or there is a conflict of interest the **Insured** may choose a suitably qualified **Appointed Advisor** The right of the **Insured** to choose never applies to **Small Claims Court** claims unless there is a conflict of interest
- d. If the **Appointed Advisor** refuses to continue acting for the **Insured** with good reason the **Insured** dismisses the **Appointed Advisor** without good reason or the **Insured** withdraws from the claim without **our** written agreement cover will end immediately unless **we** agree to appoint another **Appointed Advisor**
- e. The **Appointed Advisor** must enter into a **Conditional Fee Agreement** with the **Insured** or a **Collective Conditional Fee Agreement** with **us** if a claim will be decided in a Court within England & Wales and falls outside the jurisdiction of the **Small Claims Court**

### 3. Our Consent

**We** must give **our** written consent to the **Insured** to incur any **Legal Costs & Expenses** The **Insurer** does not accept any liability for **Legal Costs & Expenses** incurred without **our** written consent

### 4. Settlement

- a. The **Insurer** has the right to settle the claim by paying the value of **your** claim
- b. The **Insured** must not negotiate settle the claim or agree to pay any **Legal Costs & Expenses** incurred without **our** agreement
- c. If the **insured** refuses to settle the claim following
  - i a reasonable offer or
  - ii advice to do so from the **Appointed Advisor**the **Insurer** may refuse to pay further **Legal Costs & Expenses**

5. Counsel's Opinion

**We** may require the **Insured** to obtain and pay for an opinion from counsel regarding the merits or value of the claim. If the opinion supports the **Insured** then the **Insurer** will pay for the opinion.

6. Arbitration

If there is a dispute between the **Insured** and **us** about the handling of a claim or the choice of an **Appointed Advisor** the matter will be referred to a suitably qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred. If **we** fail to agree on a suitable person **we** will ask the president of the relevant Law Society to nominate.

7. Acts of Parliament & Jurisdiction

All Acts of Parliament within the Endorsement shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

This Endorsement will be governed by English Law.

8. Contracts (Rights of Third Parties) Act 1999

A person who is not party to this contract has no right to enforce the terms and conditions of this Endorsement under the Contracts (Rights of Third Parties) Act 1999.

## Our promise to you

Our goal is to provide excellent customer service to all our customers but we recognise that sometimes things may go wrong. We take all complaints seriously and aim to resolve all of our customers problems promptly.

If this cover does not meet with your requirements please return all your documents and certificate(s) of motor insurance to the insurance agent who arranged your policy within 14 days of receipt. We will return any premium paid in full

If you wish to terminate the cover at any other time please contact the insurance agent who arranged your policy and any return premium calculation will be as stated in this policy

## How to Complain

If You have any enquiry arising from Your Policy please contact Your insurance agent who arranged the Policy for You or the local Arista office quoting the Policy number in all cases

If You have a complaint arising from Your Policy please contact

The Chief Executive  
Arista  
55 Bishopsgate  
London EC2N 3AS  
[www.Arista-Insurance.com](http://www.Arista-Insurance.com)

After this action if You are still not satisfied with the way a complaint has been dealt with Your complaint may also be referred to the Financial Ombudsman Service

The address is  
Financial Ombudsman Service Exchange Tower, London E14 9SR  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Telephone: 0800 023 4567/ 0300 123 9123  
Fax: 020 7964 1001  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Following the complaints procedure does not affect your rights to take legal proceedings

## Financial Services Compensation Scheme

Arista, a trading name of Geo Underwriting Services Limited, and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS)

Should We be unable to meet Our liabilities You may be entitled to compensation from the scheme depending on the type of insurance and the circumstances of the claim

Further information is available from the FSCS. Their telephone number is 0800 678 1100 or 020 7741 4100. Alternatively, more information can be found at [www.fscs.org.uk](http://www.fscs.org.uk).



Arista is a trading name of Geo Underwriting Services Limited, Registered in England No. 4070987.  
Registered Address: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN  
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Geo Underwriting Services Limited is a coverholder for certain leading Insurers. .

[www.arista-insurance.com](http://www.arista-insurance.com)