

AIG

Motor Fleet Protect

Policy Wording



Bring on tomorrow

Contents

A	GENERAL PROVISIONS	2
B	GENERAL DEFINITIONS	4
C	GENERAL CONDITIONS	10
D	CLAIMS CONDITIONS AND PROCEDURES.....	15
E	GENERAL EXCLUSIONS.....	18
F	COVERAGE SECTIONS	20
	Section F1 - Liability to Third Parties	20
	Section F2 - Loss of or Damage to Insured Vehicle.....	23
	Section F3 - Trailers	27
	Section F4 - Driver Injury Benefit	29
	Section F5 - Crisis Containment	30
	Section F6 - Other Coverages.....	32
G	ADDITIONAL INFORMATION	33

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A GENERAL PROVISIONS

On receipt of this **Policy**, please read it carefully. If the **Policy** does not meet your requirements or you do not understand any part of it, please contact your insurance broker or adviser as soon as possible.

A1 Policy interpretation

- Words and phrases in bold shall have the meaning assigned to them in the Definitions pages 4-9 wherever they appear in this **Policy**.
- Throughout this **Policy** the words “policyholder”, “you” and “your” refer to the person or party stated as the **Insured** in the **Schedule**. The words “we”, “us” and “our” refer to American International Group UK Limited.
- Any “Headings” used in this **Policy** are for information purposes only and are not to be used to construe the meaning of this **Policy**.
- Singular words include the plural, and vice versa.
- Reference to any statutory provision in this **Policy** is to be construed as reference to that statutory provision as amended, supplemented, re-enacted or replaced from time to time and is to include any orders, regulations, instruments or other subordinated legislation made under or deriving validity from that statutory provision or local equivalents for activities outside the United Kingdom.

A2 Sanctions Limitation

The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer**, its parent company or its ultimate controlling entity 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 **USA**.

A3 Motor Fleet Insurance

This **Policy** and the **Certificate of Motor Insurance** should be read as if they were one document.

This **Policy** is a contract between the **Insured** and the **Insurer**.

The **Insurer** will provide indemnity to the **Insured** under those **Sections** shown in the **Schedule** as being covered during any **Period of Insurance** for which the **Insured** has paid the **Premium**.

This **Policy** shall not be in force unless it has been signed by American International Group UK Limited.

B GENERAL DEFINITIONS

Wherever the following words and phrases appear in bold in this **Policy** they will have the meaning stated below.

B1 Accessory

means any additional or supplementary part of the **Insured Vehicle**, which is not directly related to its function to perform as a motor vehicle but is permanently fitted to the **Insured Vehicle** without a separate independent power source which includes but is not limited to:

- (a) satellite navigation and radar detection systems;
- (b) audio, multi-media equipment and communication equipment.

It also means the manufacturers' tool kit and wagon sheet, ropes and tarpaulins.

B2 Accident

means a sudden, unexpected and specific event, external to the body, which occurs at an identifiable time and place during the **Period of Insurance**.

B3 Act of Terrorism

means an act involving the use of, or threat of force or violence by any person or group of persons, whether acting alone, on behalf of, or in connection with any organization or government, committed for political, religious, ideological or similar purposes. It includes without limitation the intention to influence any government and/or to put the public, or any section of the public, in fear.

B4 Agricultural Vehicle

means any tractor or self-propelled motor vehicle implement used solely for agricultural or forestry purposes.

B5 Assault

means an unprovoked and malicious assault on any **Insured Person**.

B6 Bodily Injury

means identifiable physical injury caused directly and solely by an **Accident** or **Assault** and is not self-inflicted and does not result from sickness or disease.

B7 Business

means the **Insured's** business, as advised to and agreed in writing by the **Insurer**.

B8 Certificate of Motor Insurance

means the document issued by the **Insurer** to the **Insured** (including any Electronic Certificate) permitting use of the **Insured Vehicle** on a road or other public place as required by law.

B9 Co-insurance

means the percentage of a claim under this **Policy** made by the **Insured** as detailed in the **Schedule** which is not covered by the **Insurer**.

B10 Crisis

means any decisive, unstable or crucial time in the **Business** which:

- (a) directly causes disruption to the **Insured's** normal operations and requires the full time involvement of all of the **Insured's** directors and is likely to have a significant negative impact on the **Insured's** revenue or net worth; or
- (b) has the potential to cause:
 - (i) a decrease of greater than 10% in the value of the **Insured's** share value within a 48 hour period; or
 - (ii) a 20% negative impact on the **Insured's** revenue over a twelve month period; or
- (c) results in materially negative media reporting which has the potential to directly cause disruption to the **Insured's** normal operations and requires the full time involvement of all of the **Insured's** directors and is likely to have a significant negative impact on the **Insured's** revenue or net worth.

B11 Crisis Consultant

means the independent consultant approved by the **Insurer** for use in connection with a **Crisis**.

B12 Crisis Coverage Period

means the period commencing when the **Crisis** is first reported to the **Insurer** and ending 30 days thereafter.

B13 Disablement

means a permanent, total and irrecoverable **Bodily Injury** which is specifically listed in the **Schedule** applicable to **Section F4: Driver injury benefit (other than death)**, has been sustained solely and independently of any other cause and within 12 months of the date of an **Accident** or **Assault**

B14 Driver

Means the permitted driver of the **Insured Vehicle**, at the time of the **Accident** or **Assault**

B15 Endorsement

means an attachment to this **Policy** agreed by the **Insurer** in writing that amends the terms of this **Policy**.

B16 Excess

means the amount detailed in the **Schedule** that the **Insured** shall first pay towards the cost of any claim for loss of or damage to each **Insured Vehicle**.

B17 Goods Carrying Vehicle

means any motor vehicle manufactured or adapted for the carriage of goods other than any **Agricultural Vehicle** or **Special Type**.

B18 Gradually Operating Cause

means a cause that is the result of a series of events which occur or develop over time that cannot be attributable to a single occasion.

B19 Green Card

means a document required by some non-European Union countries, which evidences that the **Insured** has the minimum compulsory motor insurance cover as required by that country.

B20 Hazardous Goods

means those detailed as such in the following regulations:

- (a) the Dangerous Substances (Conveyance by Road in Road Tankers and Tank Containers) Regulations 1992;
- (b) the Carriage of Explosives by Road Regulations 1996;
- (c) the Radioactive Material (Road Transport) Regulations 2002; and
- (d) the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009.

B21 Information Holders

means those who participate on behalf of the **Insured** in the process of procuring the **Insured's** insurance together with:

- (a) (if the **Insured** is an individual) the **Insured**;
- (b) (in all other cases) the individuals who are part of the **Insured's** senior management.

B22 Insured

means the person or party detailed in the **Schedule**

B23 Insured Person

means the **Insured** and, at the request of the **Insured** with the agreement of the **Insurer**, any person authorised to drive or be a passenger in the **Insured Vehicle**.

B24 Insured Vehicle

means any **Agricultural Vehicle, Goods Carrying Vehicle, Private Car, Motor Cycle, Special Type** or other motor vehicle (other than a steam driven vehicle), that is registered in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands which is insured under this **Policy** and described in the **Insured's Certificate of Motor Insurance**.

B25 Insurer

means American International Group UK Limited.

B26 Keys

means any key or alternative electronic or mechanical device designed to open and/or close a vehicle's locks and/or start the ignition.

B27 Lease Value

means the **Insured's** liability in a Lease Contract agreement for the **Insured** to terminate the lease of the **Insured Vehicle** in the event that the vehicle is damaged beyond economical repair or stolen and not recovered.

B28 Limit of Indemnity

means the maximum amount payable by the **Insurer** as detailed in the **Schedule**.

B29 Loss of Limb

means:

- (a) in the case of a leg or **lower limb**:
 - i. loss by permanent amputation of the entire leg, or entire foot; or
 - ii. permanent, total and irrecoverable loss of use of a complete leg or foot.
- (b) in the case of an arm or **upper limb**:
 - i. loss by permanent amputation of the entire arm or the entire hand (four fingers and the thumb); or
 - ii. permanent, total and irrecoverable loss of use of a complete arm or hand.

B30 Loss of Sight

means the permanent and total loss of sight:

- (a) in both eyes if the name of the **Insured Person** is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- (b) in one eye or both eyes, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what the **Insured Person** should see at 60 feet).

B31 Lower Limb

means the thigh, knee, leg below the knee, ankle and foot

B32 Market Value

means the cost of replacing the **Insured Vehicle** with another of a similar make, model, specification, age, mileage and condition immediately prior to the date of the loss or damage.

B33 Material Information

means such information that the **Insured** should have reasonably known would have influenced the **Insurer** in accepting the risk and formulating the terms of this **Policy**.

B34 Motor Cycle

means any mechanically propelled two or three-wheeled vehicle with or without a sidecar or **Trailer** attached.

B35 Operative Time

means whilst the **Driver** is getting in and out of, travelling in, loading or unloading, carrying out emergency roadside repairs to or re-fueling an **Insured Vehicle**.

B36 Paraplegia

means the permanent and total paralysis of both **lower limbs**, bladder and rectum.

B37 Period of Insurance

means the period of insurance for this **Policy** as detailed in the **Schedule**.

B38 Permanent Total Disablement

means permanent, total and irrecoverable **Disablement** which totally prevents a **Driver** from working in their usual occupation; which in all probability will continue for the remainder of their natural life as determined by a medical consultant

B39 Policy

Means this policy document, the **Schedule** (including any **Schedule** issued in substitution thereof) together with all **Endorsements** issued by the **Insurer** in writing from time to time.

B40 Pollution

means contamination of the atmosphere, water, land or tangible property.

B41 Premium

means the premium detailed in the **Schedule** or any subsequently issued **Endorsement**.

B42 Private Car

means any private passenger carrying motor vehicle with not more than eight passenger seats other than any **Public and/or Private Hire Car**.

B43 Public and/or Private Hire Car

means any passenger carrying motor vehicle with not more than eight passenger seats, which is licensed for the carriage of passengers for hire and reward.

B44 Quadriplegia

means the permanent and total paralysis of both **upper limbs** and both **lower limbs**.

B45 Road Traffic Acts

means the statutory acts, laws and regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

B46 Schedule

means the document showing the name of the **Insured, Insured Persons**, the **Period of Insurance**, the cover applicable and the premium, which forms part of this **Policy** and should be read in conjunction with this **Policy** document

B47 Section

means a section of this **Policy** which details what the **Insured** is covered for. The **Insured** should check the **Schedule** to see which **Sections** apply.

B48 Special Type

means any motor vehicle, other than any **Agricultural Vehicle** constructed to operate primarily as a tool of trade and not designed for the carriage of goods or passengers.

B49 Specified Trailer

means any **Trailer** in respect of which details have been supplied to the **Insurer**.

B50 Territorial Limits

means:

- (a) Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;
- (b) any other member country of the European Union;
- (c) Croatia, Monaco, Norway, San Marino, Switzerland, Liechtenstein, Andorra and Iceland; and
- (d) any other country for which the **Insurer** has been requested and has agreed to provide cover by the issue of an International Motor Insurance **Green Card**,

or in the course of transit (including loading and unloading) between those countries listed above, provided that the duration under normal conditions is not greater than 65 hours.

B51 Trailer

means any drawbar trailer, semi-trailer or articulated trailer, agricultural or forestry implement or machine which is constructed to be towed by a motor vehicle.

A **Trailer** does not mean any disabled mechanically propelled vehicle or caravan.

B52 Unspecified Trailer

means any **Trailer** in respect of which details have not been supplied to the **Insurer**.

B53 Upper Limb

Means the arm below the shoulder, the elbow, forearm, wrist and hand

B54 USA

means the United States of America, its territories and possessions.

C GENERAL CONDITIONS

The following conditions and provisions are applicable to the **Insured** in respect of the whole **Policy**.

C1 Duty of Disclosure

C1.1 Fair presentation

Prior to the inception date of this **Policy** the **Insured** will make a fair presentation of the risk to be insured under this **Policy**. A fair presentation of the risk is one:

- (a) which discloses every material circumstance that the **Information Holders** know or ought to know; or failing that, disclosure which gives the **Insurer** sufficient information to put a prudent insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances.

For the purposes of this clause the **Information Holders** ought to know that what should reasonably have been revealed by a reasonable search of information available to the **Insured**, including information held by the **Insured's** agents; and an **Information Holder** is deemed to know any circumstance which he suspected, and would have known but for deliberately refraining from confirming or enquiring about it; and

- (b) which makes that disclosure in a manner which would be reasonably clear and accessible to a prudent insurer; and
- (c) in which every material representation:
 - (i) as to a matter of fact, is substantially correct; and
 - (ii) as to a matter of expectation or belief, is made in good faith.

C1.2 Remedies for breach of duty

If the **Insured** breaches its duty to make a fair presentation under sub-clause C1.1 and, but for the breach, the **Insurer**:

- (a) would not have entered into this **Policy**; or
- (b) would have done so only on different terms,

the **Insurer** will have remedies as against the **Insured** as follows:

- (c) The **Insurer** may avoid this **Policy** and refuse all claims if:
 - (i) the breach is deliberate or reckless, in which event the **Insurer** may retain the **Premium** paid; or
 - (ii) but for the breach the **Insurer** would not have entered into this **Policy** on any terms, in which event the **Insurer** shall return the **Premium**.
- (d) In all other cases:
 - (i) where the **Insurer** would have charged more **Premium**, any amounts payable by the **Insurer** will be scaled down to the ratio that the **Premium** actually charged bears to the premium that the **Insurer** would have charged to assume that risk; and in addition
 - (ii) where the **Insurer** would have written the risk on different terms (other than in relation to premium), this **Policy** is to be treated as if it had been entered into on those terms. The **Insured** should note that this could result in a claim not being paid.

C2 Reasonable care

The **Insured** must take all reasonable precautions to prevent injury, loss or damage and maintain all **Insured Vehicles** in good repair and comply with all legal and regulatory obligations to minimise any loss or injury.

The **Insurer** shall be entitled to examine any **Insured Vehicle** at any time, and without prior notice where deemed necessary. In all other circumstances the **Insurer** will use all reasonable endeavours to give the **Insured** reasonable notice of any intended examination.

The **Insured** shall provide the **Insurer** with all reasonable co-operation and assistance as may be required, including but not limited to access to any such **Insured Vehicle**.

Any failure by the **Insured** to comply with this condition will mean that the **Insurer** can refuse to pay all relevant claims, where not required to do so by law.

C3 Governing law and jurisdiction

This **Policy** will be governed by English Law. **We** and the **Insured** agree to submit to the exclusive jurisdiction of the courts of England and Wales to determine any dispute arising under or in connection with it, unless the **Insured** resides in Scotland, Northern Ireland or the Isle of Man, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction, unless agreed to the contrary by the **Insured** and **Us** before the **Period of Insurance** commences.

The terms and conditions of this **Policy** will only be available in English and all communications relating to this **Policy** will be in English.

C4 Limits of indemnity

The **Limits of Indemnity** under this **Policy** are detailed in the **Schedule**.

If there is more than one **Insured** covered by this **Policy** or in a **Section**, the applicable **Limits of Indemnity** will apply to all of the **Insureds**.

A claim by one **Insured** will reduce the available **Limits of Indemnity** for each **Insured**. It is the responsibility of the **Insured** to ensure that any party participating as an **Insured** under this **Policy** agrees to observe, fulfil and comply with the terms and conditions of this **Policy** as far as is practicable to do so.

A claim by a party, other than the **Insured**, shall prohibit the same claim being made by the **Insured** or vice versa. The total amount of indemnity under this **Policy** shall not exceed the **Limits of Indemnity** specified in the **Schedule**. All claims will reduce the **Limits of Indemnity** regardless of who brings them.

C5 Notification of changes

Prior to the start of any **Period of Insurance**, the **Insured** will provide a declaration of all **Insured Vehicles** (including temporary additional vehicles and **Specified Trailers**) to be covered by this **Policy**.

At the end of each **Period of Insurance**, the **Insured** shall provide a further declaration of all the **Insured Vehicles** (including temporary additional vehicles and **Specified Trailers**) covered by this insurance during the **Period of Insurance**. The **Insurer** shall adjust the **Premium** as agreed in respect of this declaration.

The **Insurer** reserves the right to withhold return **Premiums** for **Insured Vehicles** which are removed from cover during the **Period of Insurance** if those **Insured Vehicles** have been involved in an accident or reported claim during the same **Period of Insurance**.

C6 Alteration of risk (all sections other than Section E: Crisis Containment)

This **Policy** will apply automatically to all of the **Insured's** activities established, created, acquired or disposed of (including premises) during the **Period of Insurance** but the **Insured** will notify the **Insurer** within thirty (30) days of those alterations that represent a material change to the nature of the **Business**. For all other changes the **Insured** will notify the **Insurer** as soon as possible.

Where the alteration represents a change to the **Business** or any **Material Information** already provided, the **Insurer** reserves the right to accept or deny coverage at the time of notification and to establish a separate rate and premium and, if appropriate, terms to provide coverage for any such change.

C7 Alteration of risk (Section F5: Crisis Containment only)

If during the **Period of Insurance**:

- (a) the **Insured** consolidates with or merges into, or sells all or substantially all of its assets to any other person or entity or group of persons and/or entities acting in concert; or
- (b) any person or entity, whether individually or together with any other person or persons, entity or entities acquires an amount of the outstanding shares representing more than 50% of the voting power for the election of directors of the **Insured**, or acquires the voting rights of such an amount of such shares;

(either of the above events herein referred to as the "transaction"), then **Section F5: Crisis Containment** is amended so as to apply only to a **Crisis** first commencing prior to the effective date of the transaction.

The **Insured** shall give the **Insurer** written notice of the transaction as soon as practicable but not later than 30 days after the effective date of the transaction.

C8 Cancellation

The **Insurer** may cancel this **Policy** by giving 30 days written notice by recorded delivery to the **Insured** (and/or any other authority required by law) at their last known address.

The **Insured** shall be entitled to a pro rata return of **Premium** in respect of the unexpired portion of the **Period of Insurance** provided that no claims or incidents have been reported during that **Period of Insurance**.

The **Insured** may cancel this **Policy** at any time by giving 30 days written notice to the **Insurer**.

If the **Premium** has been paid in full, the **Insured** shall be entitled to a return of **Premium** using the **Insurer's** short period rates shown in Table 1 below. However, in the event that any claim or incident has been reported or is in the process of being reported to the **Insurer** during the **Period of Insurance** there will be no return of **Premium**.

Table 1 – Short period rates

Period of cover up to	Proportion of annual Premium to be returned to the Insured
1 month	75%
2 months	67%
3 months	58%
4 months	50%
5 months	42%
6 months	33%
7 months	25%
8 months	17%
9 months	8%
10 months	Nil
11 months	Nil
12 months	Nil

In all the aforementioned circumstances, any cancellation return of **Premium** will be calculated from the date written notice is received subject to the notice periods stated above.

C9 Assignment

Neither this **Policy** nor any right hereunder may be assigned without the written consent of the **Insurer** and such consent is endorsed hereon.

C10 Avoidance of certain terms and right of recovery

Nothing in this **Policy** shall affect the right of any person indemnified by this **Policy** or of any other person to recover an amount under or by virtue of the provisions of the law of any territory in which the **Policy** operates relating to the insurance of third party liability.

However, the **Insured** shall repay to the **Insurer** all sums paid by the **Insurer** which the **Insurer** would not have been liable to pay but for the provisions of such law.

C11 Road traffic act law

The indemnity granted by this **Policy** is deemed to be in accordance with the provisions of the relevant law in:

- (a) Great Britain, Northern Ireland, the Isle of Man and the Channel Islands; and
- (b) any other member country of the European Union; and
- (c) all other countries which have made agreement which correspond to the conditions of insurance of the Commissions of the European Union and which are approved by it.

C12 Contracts (Rights of Third Parties) Act

Only the **Insured**, an **Insured Person** (or their executor or legal representative in the event of the death of an **Insured Person**) and **Us** may enforce the terms of this policy. The provisions of the Contract (Rights of Third Parties) Act 1999 do not apply

D CLAIMS CONDITIONS AND PROCEDURES

Unless stated otherwise the following conditions and procedures are applicable to the **Insured** in respect of the whole **Policy**.

If the **Insured** does not take the measures required in accordance with these claims conditions and procedures the **Insurer** can refuse to pay any relevant claim and withdraw from any current claim under this **Policy**. In addition, the **Insurer** reserves the right to recover from the **Insured** any amount the **Insurer** has already paid for any claims including costs or expenses incurred.

D1 Mitigation of loss

As soon as the **Insured** becomes aware of an actual or potential claim, they must immediately use all endeavours to try to limit the amount of any loss, for which they can claim under this **Policy**.

D2 Notification of claims

D2.1 For Sections F1 to F4

In the event of an incident or circumstances, which may result in a claim under this Policy the Insured shall:

- (a) as soon as possible report any claim to the **Insurer**;
- (b) immediately notify the **Insurer** of any impending prosecution, inquest, fatal injury or civil proceedings;
- (c) forward to the **Insurer** all claims notifications received by the **Insured** (including all other documents received or served); and
- (d) provide all information, evidence, documentation, periodic updates and assistance as the **Insurer** may require.

Full details of all contact numbers are given on the **Schedule** attached to this **Policy**.

D2.2 For Section F5: Crisis containment only

The **Insured** will give immediate notice to the **Insurer** of any **Crisis** by telephoning the Crisis Centre Hotline on:

- +1-817-826-7000

Any **Crisis** that meets the following conditions must be reported to the **Insurer** as follows:

- (a) If it results in regional or national media coverage in print or by radio or television and relates to the **Crisis** it must be reported to the **Insurer** within 24 hours of the media coverage.
- (b) If it results in the filing of a claim or litigation against the **Insured** and relates to the **Crisis** it must be reported to the **Insurer** within 48 hours of the claim or litigation filing.

If requested by the **Insurer**, the verbal reporting of any **Crisis** must be followed by written detailed notification to The Major Loss Casualty Claims Manager, American International Group UK Limited, 2-8 Altyre Road, Croydon, Surrey CR9 2LG.

The reporting of a **Crisis** does not guarantee that it will be considered a **Crisis** by the **Insurer**.

D3 Theft and malicious damage claims

Any loss or damage caused to the **Insured Vehicle** as a result of theft or attempted theft or vandalism must be reported to police as soon as is reasonably practicable.

D4 Fraudulent claims

If any claim made under this **Policy** is fraudulent in any respect or if any fraudulent means or devices are used by the **Insured** or anyone acting on behalf of the **Insured** to obtain any benefit under this **Policy**, then all benefits under this **Policy** shall be forfeited and the **Insurer** reserves the right to void the **Policy**.

D5 Deliberate and wilful acts

The **Insurer** will not pay for any loss, including in relation to death, injury or damage, caused directly or indirectly as a result of any deliberate or wilful act by the **Insured** or any person driving the **Insured Vehicle**. If any claim made under this **Policy** is a deliberate or wilful act with the intention to obtain any benefit under this **Policy**, all benefits under this **Policy** shall be forfeited and the **Insurer** reserves the right to void the **Policy**.

D6 Claims control

Under no circumstances will the **Insured** negotiate, admit liability or make any promise to pay or settle a claim made against the **Insured** without the **Insurer's** prior written consent.

D7 Handling and payment of claims

D7.1 Claims handling

The **Insurer** shall be entitled to take over and conduct, in the name of the **Insured**, the defence or settlement of any claim or to prosecute in the **Insured's** name for its own benefit, any claim for indemnity, damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim.

The **Insured** shall give all such information and assistance as the **Insurer** may require.

D7.2 Claims payments

The **Insurer** will pay the **Insured** or another party on behalf of the **Insured**, for a valid claim up to the **Limits of Indemnity** as soon as practicable.

Any amount paid will be less any **Excess** or **Co-insurance**. Where the **Insurer** pays all or part of any **Excess** or **Co-insurance** to another party, the **Insured** will promptly reimburse the **Insurer** such amount.

The **Insurer** may:

(a) following payment to the **Insured** of the appropriate **Limit of Indemnity** (less any **Excess** and after deducting any sum or sums already paid) or any lesser amount for which such claim or claims can be settled; and

(b) subject to Claims Condition D9 (Recovery on payment),

relinquish the conduct and control to the **Insured** and be under no further liability in connection with such claim, except for any legal costs incurred prior to the date of such payment. However, if any amount is recovered by the **Insured**, such money will be paid to the **Insurer**.

D8 Other insurance

If at the time of any claim covered under this **Policy** there is, or but for the existence of such cover would be any other insurance, not provided by the **Insurer** or by another subsidiary or affiliate company of American International Group, Inc., covering the same claim, the cover afforded under this **Policy** will only apply in excess of any amount beyond that which would have been payable under such other insurance had the cover under this **Policy** not been effected.

D9 Recovery on payment

The **Insurer**, on payment of a claim, may at their cost and in the **Insured's** name, recover against any third party who is responsible for the **Insured's** claim amounts that the **Insurer** becomes liable to pay under this **Policy**.

The **Insured** shall assist the **Insurer** when requested and shall do nothing to prevent this right.

D10 Arbitration

Except as otherwise specifically provided in this **Policy**, any dispute arising out of or in connection with this **Policy** or its subject matter or formation (including non-contractual disputes or claims) which cannot be resolved by agreement within sixty (60) days, may be referred to binding arbitration by either the **Insured** or the **Insurer**, upon giving seven (7) days' notice to the other, in the London Court of International Arbitration (LCIA), whose rules shall be deemed incorporated by reference to this clause, and the cost shall be borne equally between the **Insured** and **Insurer**.

The **Insured** and the **Insurer** shall each name one arbitrator and the third shall be appointed by the LCIA. The language to be used in the arbitration proceedings shall be English. The arbitration shall be conducted by a panel of three (3) arbitrators having knowledge of the legal and insurance issues relevant to the matters in dispute. The decision of the arbitrators shall be final and binding and provided to both parties, and the arbitrators shall not be asked, and shall not award attorney's fees or other costs.

E GENERAL EXCLUSIONS

The following exclusions are applicable to the **Insured** in respect of the whole **Policy**.

The **Insurer** does not cover the **Insured** under this **Policy** for the following conditions:

E1 Use

whilst the **Insured Vehicle** is being:

- (a) used or driven:
 - (i) other than in accordance with the terms of the **Certificate of Motor Insurance**. However, this Exclusion shall not apply when the **Insured Vehicle** is in the custody or control of a member of the motor trade for the purpose of and while being used for testing, overhaul, upkeep or repair; or
 - (ii) by any person without the **Insured's** permission; or
- (b) driven by or is in the charge of any person for the purposes of being driven who:
 - (i) does not hold a valid licence to drive the **Insured Vehicle**; or
 - (ii) is disqualified from driving; or
 - (iii) is not complying with the terms and conditions of their licence,

but this Exclusion shall not apply when a licence is not required by local law; or
- (c) used or driven outside of the **Territorial Limits**.

E2 Loss of use

for any liability to pay compensation incurred by the **Insured** as a result of the **Insured** not being able to use the **Insured Vehicle**. For the avoidance of doubt this includes any motor vehicle hire costs unless specifically stated to the contrary within this **Policy**.

E3 Contractual agreement

for any liability assumed by the **Insured**, which attaches by virtue of an agreement and which would not have attached in the absence of such agreement, except where such liability attaches in accordance with Extension F1.2.3 (f) of **Section F1: Liability to Third Parties**.

E4 Nuclear and radioactive contamination

for any loss, damage or liability directly or indirectly caused by, arising from or in connection with:

- (a) any ionising radiations or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel; or
- (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.

E5 War

for any liability as a consequence of war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, invasion or military or usurped power except in so far as is necessary to meet the requirements of any road traffic legislation.

E6 Fines and penalties

in respect of liquidated damages, civil or criminal fines or penalties.

E7 Pollution

for any loss, damage or liability directly or indirectly caused by, arising from or in connection with **Pollution** unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **Period of Insurance**.

Notwithstanding the above, this Exclusion shall not apply where such cover is required to be covered by the **Road Traffic Acts** or any other legislation applicable to motor insurance.

F COVERAGE SECTIONS

Section F1 - Liability to Third Parties

This **Section** details what third party liabilities are covered by the **Insurer** subject to the terms and conditions of this **Policy** and any additional provisions applicable to this **Section**.

F1.1 The cover

F1.1.1 Insuring agreement

The **Insurer** will indemnify the **Insured** in respect of their legal liability for damages in respect of:

- (a) death of or **Bodily Injury** to any person; or
- (b) damage to property not belonging to the **Insured**,

caused by or in connection with the use of any **Insured Vehicle** during the **Period of Insurance** within the **Territorial Limits**.

F1.1.2 Limit of indemnity

The **Insurer's** liability in respect of **Bodily Injury** or death to any person or loss or damage to third party property is limited to the amounts stated in the **Schedule** for this **Section**. Unless stated to the contrary any extensions to this **Section** having separate **Limits of Indemnity** shall not increase the **Limits of Indemnity** stated in the **Schedule** as applicable to this **Section**.

F1.1.3 Legal costs

The **Insurer** will also pay, with its prior written consent, in addition to the **Limit of Indemnity** shown in the **Schedule**:

- (a) solicitor's fees incurred for representation at any coroner's inquest or fatal inquiry in respect of any death;
- (b) solicitor's fees incurred for defending any proceedings in a court of summary jurisdiction for any act caused or related to an event which may be the subject of indemnity;
- (c) legal fees incurred in defending a charge of manslaughter or causing death by dangerous driving; and
- (d) all other reasonable costs and expenses with the prior written consent of the **Insurer**.

F1.2 Extensions

The indemnity provided by this **Section** includes the following extensions, provided that wherever a party other than the **Insured** is indemnified, such party shall act as though they were the **Insured** and observe, fulfil and be subject to the terms of this **Policy**, in so far as they can apply.

F1.2.1 Corporate Manslaughter and Corporate Homicide Act 2007

For as long as the **Insurer** has a reasonable expectation of having a financial interest in the outcome of the relevant criminal proceedings the **Insurer** will indemnify the **Insured** in respect of any event covered by this **Section**, for the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings, for any prosecution costs awarded against the **Insured** in connection with a breach or alleged breach of the Corporate Manslaughter and Corporate Homicide Act 2007 provided always that the proceedings relate to an offence

alleged to have been committed during the **Period of Insurance** and in the course of the **Business**.

The **Insurer** will cease to have a financial interest in the outcome of the relevant criminal proceedings when all connected claims arising out of the relevant event covered by this **Section** (other than the claim under this extension) are settled.

The indemnity will not apply:

- (a) to any penalties or fines imposed including but not limited to any costs in respect of any Remedial Order or Publicity Order; or
- (b) to proceedings consequent upon any deliberate act or omission of or on behalf of the **Insured**, if the result could reasonably have been expected having regard to the nature and circumstances of such act or omission; or
- (c) notwithstanding claims condition and where indemnity is provided by another insurance policy; or
- (d) to proceedings which may arise out of any activity or risk excluded by this **Policy**.

F1.2.2 Non-owned vehicles

This **Section** is extended to indemnify the **Insured** for motor vehicles neither owned nor in the care, custody or control of the **Insured** being used in connection with the **Insured's Business**.

However, the **Insurer** will not be liable:

- (a) notwithstanding if there is any other insurance covering the same liability; or
- (b) for loss or damage to such motor vehicle.

F1.2.3 Indemnity to others

This **Section** is extended to indemnify:

- (a) any person permitted to drive on the effective **certificate** of motor insurance while driving the **insured vehicle** on the **insured's** order or with his permission providing that there was no requirement on any such person himself to insure their use of the **vehicle** elsewhere.
- (b) at the **Insured's** request, any passenger travelling in, entering or leaving the **Insured Vehicle**;
- (c) the personal representatives of any person entitled to indemnity under this **Section** in the event of such person's death;
- (d) the **Insured** in respect of unauthorised use of an **Insured Vehicle**;
- (e) the owner of any motor vehicle loaned or hired to the **Insured**; and
- (f) any person with whom the **Insured** has entered into a contract (the principal) provided that:
 - (i) the **Insured** has arranged with the principal for the conduct of all claims to be vested in the **Insurer**;
 - (ii) the **Insurer** will not be liable in respect of death, **Bodily Injury** or damage arising from the negligence of anyone other than the **Insured**, the employees of the **Insured** or anyone acting on behalf of the **Insured**;
 - (iii) the principal is not entitled to indemnity under any other insurance.

F1.2.4 Cross liability

Where the **Insured** comprises of more than one party, the **Insurer** will indemnify each party as though a separate policy had been issued to each of them provided that the total amount of indemnity under this **Policy** shall not exceed the **Limits of Indemnity** specified in the **Schedule**.

F1.2.5 Emergency treatment

The **Insurer** will pay on behalf of any person using the **Insured Vehicle** emergency treatment fees arising out of an accident in connection with the **Insured Vehicle**.

F1.2.6 Unauthorised movement of third party vehicles

The **Insurer** will indemnify the **Insured** in respect of unauthorised movement of any motor vehicle not being the property of the **Insured** by the **Insured's** employee during the course of the **Business** to allow safe passage of the **Insured Vehicle**.

F1.3 Exclusions

In addition to the General Exclusions to this **Policy**, the indemnity provided by this **Section** also excludes liability arising from:

F1.3.1 Death or bodily injury to the driver

death or **Bodily Injury** to the **Driver** or person in charge for the purpose of driving the **Insured Vehicle**.

F1.3.2 Care custody or control

loss of or damage to property other than personal effects and **Accessories** belonging to or in the care, custody and control of the **Insured** or the driver of the **Insured Vehicle**.

F1.3.3 Employment

death or **Bodily Injury** to any person arising out of or in the course of their employment by the **Insured**, except as is necessary to meet the requirements of any **Road Traffic Acts**.

F1.3.4 Loading or unloading off the carriageway

the loading or unloading beyond the limits of any carriageway or thoroughfare.

F1.3.5 Carriage of property

loss of or damage to property being conveyed by the **Insured Vehicle**.

F1.3.6 Wrongful collection or delivery

death, **Bodily Injury**, loss or damage directly or indirectly caused by the wrongful collection or delivery of the **Insured Vehicle's** load.

F1.3.7 Tool of trade

the operation of an **Insured Vehicle** or any plant attached thereto whilst being used as a tool of trade, except as is necessary to meet the requirements of any **Road Traffic Acts**. This exclusion does not apply to **goods carrying vehicles**.

F1.3.8 Airside

all loss of or damage to property not belonging to the **Insured** and/or death or **Bodily Injury** to any person, whilst any **Insured Vehicle** is being used:

- (a) in any part of an aerodrome or airport used for the takeoff or landing of aircraft on the surface; or
- (b) on aircraft parking aprons including their service roads and ground equipment parking areas; or
- (c) those parts of passenger terminals, which are part of the customs examination area, except where such liability is required to be covered by the **Road Traffic Acts**.

F1.3.9 Terrorism

an **Act of Terrorism**, except:

in so far as is necessary to meet the requirements of any **Road Traffic Acts**.

For the avoidance of doubt, any cost or expense directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing or suppressing an **Act of Terrorism** is also excluded.

Section F2 - Loss of or Damage to Insured Vehicle

This **Section** details the circumstances in which loss of or damage to an **Insured Vehicle** is covered by the **Insurer** subject to the terms and conditions of this **Policy** and any additional provisions applicable to this **Section**.

F2.1 The cover

F2.1.1 Loss of or damage to insured vehicle

The **Insurer** will indemnify the **Insured** against loss of or damage to any **Insured Vehicle** and any **Accessory** caused by:

- (a) accidental means; or
- (b) malicious damage by any person; or
- (c) fire; or
- (d) theft or attempted theft.

F2.1.2 Repair, pay or replacement

The **Insurer** may either repair or replace such **Insured Vehicle** (or any part of it) or any **Accessory** or may pay the amount of loss or damage.

If the **Insured Vehicle** is subject to a hire purchase agreement or lease agreement, payment shall be made to the owner described in such agreement. The owner's receipt shall be a full and final discharge of the **Insurer's** liability in respect of such loss or damage.

The maximum amount payable by the **Insurer** in respect of any claim for loss of or damage to such **Insured Vehicle** shall be either:

- (a) the **Market Value** of the **Insured Vehicle**; or
- (b) the purchase price of the **Insured Vehicle**; or
- (c) the **Lease Value** of the **Insured Vehicle** if it is being leased under a motor vehicle operating lease agreement,

whichever is lower and is subject to the appropriate **Limit of Indemnity** stated in the **Schedule** as applicable to this **Section**.

F2.1.3 Replacement with new vehicle

If within 12 months of any:

- (a) **Private Car**; or
- (b) **Goods Carrying Vehicle** with a gross vehicle weight not exceeding 3.5 tonnes, or
- (c) **Goods Carrying Vehicle** with a gross vehicle weight exceeding 3.5 tonnes, registered as new and owned by the **Insured** or leased to the **Insured** as new under a hire purchase agreement, leasing or contract hire agreement, such vehicle is:
- (d) lost or stolen and not recovered within 28 days; or
- (e) damaged to the extent that the repair costs exceed 50% of the manufacturer's recommended retail price (including taxes) of the vehicle at the time of such damage,

the **Insurer** may, at its discretion offer monetary payment in accordance with F2.1.2, however, at the request of the **insured** or with the consent of any other interested party, the **insurer** will take commercially reasonable steps to replace such vehicle with a new vehicle of the same manufacture, model and derivative, subject to availability, provided that:

- (f) in respect of F2.1.3 (a) above, where such vehicle is not available within 6 weeks of date of loss or no longer available, the **Insurer** has the option to pay the manufacturer's last published list price in settlement.
- (g) in respect of F2.1.3 (b) or (c) above, the replacement cost does not exceed the **Market Value** of such **Goods Carrying Vehicle** immediately prior to such loss or damage plus a sum of GBP5,000. Where such vehicle is not available within 6 weeks of date of loss or no longer manufactured, the **Insurer** has the option to pay the **Market Value** of such vehicle immediately prior to such loss or damage plus a sum of GBP5,000.
- (h) Upon replacement the **Insurer** shall be entitled to possession and ownership of the replaced **Insured Vehicle**.

F2.1.4 Recovery and redelivery

If the **Insured Vehicle** is disabled by loss or damage, the **Insurer** will bear the reasonable cost of protection and removal to the nearest competent vehicle repairers. The **Insurer** will pay the reasonable cost of delivery of the repaired **Insured Vehicle** to the **Insured** in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

F2.1.5 Windscreen breakage

The **Insurer** will indemnify the **Insured** for breakage of glass in the windscreen, window, sunroof or panoramic roof. This includes any scratching of an **Insured Vehicle's** bodywork resulting solely and directly from such breakage, subject to the **Excess** stated in the **Schedule**.

The **Excess** shall not apply if the windscreen or window is repaired and not replaced.

F2.1.6 Customs duty

The **Insurer** will indemnify the **Insured** against liability for the enforced payment of customs duty provided that:

- (a) liability arises directly from loss or damage insured by this **Policy**; and

- (b) the **Insured Vehicle** is insured for either Comprehensive cover or Third Party Fire and Theft cover.

F2.1.7 Incorrect Fuelling

If incorrect fuel is put into an **Insured Vehicle**, the **Insurer** will pay the costs of:

- (a) draining the incorrect fuel and cleansing the fuel tank; and
- (b) rectifying any subsequent damage inadvertently caused to the **Insured Vehicle** through it being driven or moved.

The **Insurer** shall not however be liable for reimbursing the cost of the incorrect fuel or for damage caused by the driving of the **Insured Vehicle** by anyone having knowledge that it had been incorrectly fueled.

F2.2 Extensions

The indemnity provided by this **Section** includes the following extensions to which no **Excess** shall be applied:

F2.2.1 Emergency accommodation

In the event of the **Insured** or any other person entitled to drive is:

- (a) being deprived of use of the **Insured Vehicle**, as a result of loss by accidental damage, fire or theft as insured under this **Policy**; and
- (b) being unable to reach their destination on the same day,

the **Insurer** will pay necessary emergency accommodation expenses for up to two nights subject to a maximum amount of GBP 250 per person limited to GBP 1000 in the aggregate for all occupants of the **Insured Vehicle** for any one occurrence.

F2.2.2 Clothing and personal effects

If personal clothing or effects are lost or damaged by fire, theft, attempted theft or **Accident** while in or on the **Insured Vehicle**, the **Insurer** will:

- (a) indemnify the **Insured**; or
- (b) if the **Insured** so wishes, pay to the owner of such property,

up to the following amounts in respect of such loss or damage, GBP 250 per person limited to GBP 1000 in the aggregate for all persons in any one occurrence. Receipt of such payment by the owner of the property shall be a full discharge of the **Insurer's** liability.

In addition to the General Exclusions, this extension also excludes loss or damage to:

- (i) money, stamps, tickets, documents or securities; or
- (ii) goods or samples carried in connection with any trade or business; or
- (iii) tools or equipment being carried in connection with any trade or business.

F2.2.3 Loss or theft of keys

In the event of the loss or theft of **Keys** of any **Insured Vehicle**, the **Insurer** will pay for the replacement of any or all of the following:

- (a) the door locks and/or the boot locks;
- (b) the ignition steering lock;

(c) the lock transmitter and/or central locking interface.

F2.3 Exclusions

In addition to the General Exclusions to this **Policy**, the indemnity provided by this **Section** also excludes:

F2.3.1 Excess

the **Excess** amount as stated in the **Schedule**.

F2.3.2 Wear and tear or breakdown

loss of use, depreciation, wear and tear, mechanical, electrical, electronic or computer failures, breakdowns or breakages.

F2.3.3 Theft of fuel

loss of or theft of fuel unless as a direct result of an accident for which cover is provided under this **Section**.

F2.3.4 Tyres

loss of or damage to tyres including punctures or bursts unless as a direct result of an **Accident**, for which cover is provided under this **Section**.

F2.3.5 Reduction in vehicle value

any reduction in **Market Value** of the **Insured Vehicle** following any insured loss or incident and/or repair to that vehicle.

F2.3.6 Fraud or deception

loss of or damage to the **Insured Vehicle**, where possession is obtained by misrepresentation, fraud or deception.

F2.3.7 Unlocked vehicles

loss of or damage to **Insured Vehicle**, **Accessories**, clothing and personal effects due to theft or attempted theft, whilst such **Insured Vehicle** is unlocked and/or the **Keys** are within or on such **Insured Vehicle**.

F2.3.8 Accessories

any loss of or damage to any **Accessory** over GBP 5,000 per occurrence (net of the **Excess** stated in the **Schedule**) which are not the manufacturer's standard equipment fitted at first registration.

F2.3.9 Racing and trials

loss of or damage to an **Insured Vehicle**, whilst being used for racing, competitions, trials or rallies (other than road safety rallies and treasure hunts).

F2.3.10 Pressure waves

loss of or damage to any **Insured Vehicle**, directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

F2.3.11 Local and Government orders

loss of or damage arising from confiscation, requisition or destruction by, or under order of, any Government or Public or Local Authority.

F2.3.12 Tool of trade

loss of or damage to any **Insured Vehicle** or any **Accessory** whilst being used as a tool of trade, except as is necessary to meet the requirements of any **Road Traffic Acts**. This exclusion does not apply to **goods carrying vehicles**.

F2.3.13 Repossession and restitution

loss resulting from repossession or restitution of any **Insured Vehicle** to its rightful owner.

F2.3.14 Unobtainable parts and accessories

any additional expense due to any parts or **Accessories** no longer being available from a manufacturer. In the event that the **Insurer** cannot obtain any replacement part or **Accessory**, the maximum payable will be the manufacturer's last published list price of such part or **Accessory**.

F2.3.15 Airside

Loss or damage to the insured vehicle whilst being used:

- (a) In any part of an aerodrome or airport used for the takeoff or landing of aircraft on the surface:
or
- (b) On aircraft parking aprons including their service roads and ground equipment parking areas:
or
- (c) Those parts of passenger terminals, which are part of the customs examination area.

Except where liability is required by the **Road Traffic Acts**

Section F3 - Trailers

This **Section** details what cover is provided by the **Insurer** in relation to **Trailers** and disabled mechanically-propelled vehicles subject to the terms and conditions of this **Policy** and any additional provisions applicable to this **Section**.

F3.1 The cover

F3.1.1 Specified trailers

Specified Trailers shall be insured as though they were an **Insured Vehicle** except when attached to a vehicle that is not an **Insured Vehicle**.

F3.1.2 Contingent liability

The **Insurer** will indemnify the **Insured** under **Section F1** Liability to Third Parties of this **Policy** in respect of any **Specified Trailer**, which is hired under a hire purchase agreement or leased under a

vehicle leasing agreement to the **Insured**, whilst it is not in the custody or control of the **Insured**, provided that

- (a) at the time of any **Accident** giving rise to a claim under this **Policy**, the **Insurer** shall not be liable to make any payment under this **Policy** if there is any other existing insurance policy covering the same liability; and
- (b) this coverage is subject to all of the **Policy** Exclusions.

F3.1.3 Unspecified trailers

Unspecified Trailers shall be insured under this **Policy** as though they were an **Insured Vehicle** but only when attached to an **Insured Vehicle**.

F3.1.4 Disabled mechanically propelled vehicles – Section F1 only

Disabled mechanically propelled vehicles shall be insured under this **Policy** in respect of **Section F1: Liability to Third Parties** only but only whilst attached to an **Insured Vehicle**.

When not attached to an **Insured Vehicle** and provided not attached to another vehicle, cover will still apply but only to the extent necessary to meet the requirements of any compulsory motor insurance legislation within the **Territorial Limits**.

F3.2 Exclusions

In addition to the General Exclusions, the indemnity provided by the **Insurer** in respect of **Trailers (Specified or Unspecified)** will exclude the following:

F3.2.1 Road Traffic Acts

all liability under this **Policy** if any **Trailer** or disabled mechanically propelled vehicle is being towed otherwise than in accordance with the law.

F3.2.2 Disabled mechanically propelled vehicles

- (a) loss of or damage to any disabled mechanically-propelled vehicle; or
- (b) loss of or damage to property being carried in or on any disabled mechanically propelled vehicle.

F3.2.3 Trailers

loss of or damage to property being carried in or on any **Trailer**.

F3.2.4 Trailer fittings and contents

loss of or damage to any fixtures, fittings or utensils carried in or on the **Trailer**.

F3.2.5 Operation of plant attached

any liability arising from the operation of any plant permanently attached to and forming part of the **Trailer** (other than a lifting device for self-loading) as a tool of trade, except as is necessary to meet the requirements of any road traffic legislation.

F3.3 Limitations

The following limitations are applicable to the **Insured** in respect of **Trailer** cover:

- (a) No greater cover shall apply to any **Trailer** than is provided to the towing **Insured Vehicle** under **Section F1: Liability to Third Parties** and **Section F2: Loss of or Damage to Insured Vehicle** at the time of the loss or damage.
- (b) If a **Specified Trailer** is detached from an **Insured Vehicle** and away from the **Insured's** premises, no greater cover shall apply to such **Trailer** than is provided to the last towing **Insured Vehicle** at the time of the loss or damage.

Section F4 - Driver Injury Benefit

This **Section** details which **Driver Injury Benefit** is payable by the **Insurer** for **Bodily Injury** as a result of an **Accident** or **Assault** subject to the terms and conditions of this **Policy** and any additional provisions applicable to this **Section**.

F4.1 The cover

F4.1.1 Insuring agreement

If a **Driver** suffers **Bodily Injury** as a result of an **Accident** or **Assault** that:

- (a) occurs during the **Operative Time**; and
- (b) arises out of the use of an **Insured Vehicle**; and
- (c) results in their **Disablement** within 12 months of the **Accident** or **Assault**; or
- (d) results in their death within 3 months of the **Accident** or **Assault**,

the **Insurer** will pay the **Insured** the relevant Benefit Amount stated in the **Schedule** as applicable to this **Section F4: Driver Injury Benefit** according to the type of injury sustained.

F4.1.2 Limit of benefits payable

The maximum benefit amount the **Insurer** will pay to the **Insured** under this **Section F4: Driver Injury Benefit** caused by or consequent upon the same **Accident** or **Assault** is GBP 250,000 in the aggregate for all **Drivers** sustaining **Bodily Injury** in respect thereof. In the event of a claim exceeding the aggregate limit the Benefit Amount per **Driver** shall be proportionately reduced.

Only one benefit amount shall be payable per **Driver** per **Accident** or **Assault**. If a claim is capable of being brought for more than one benefit amount, the greater of the aforementioned benefit amounts shall be payable.

F4.2 Exclusions

In addition to the General Exclusions to this **Policy**, the **Insurer** will not pay any claims directly or indirectly resulting from, contributed to, by or arising from any **Driver**:

- (a) who is under 17 or over 70 years of age at the date of the **Accident** or **Assault**; or
- (b) who is over 65 years of age at the date of **Permanent Total Disablement** arising from **Bodily Injury**; or
- (c) if the **Accident** or **Assault** results in a diagnosis of anxiety, a stress disorder, post-traumatic stress disorder, mental injury, mental anguish or nervous shock or any other psychological injury of the **Driver**; or
- (d) committing suicide, attempting to commit suicide or intentional self-inflicted injuries; or
- (e) suffering sickness or disease not resulting from **Bodily Injury**; or

- (f) where **Bodily Injury** is not directly as a result of an **Accident** or **Assault**, any existing physical impairment or medical condition any **Driver** has before an **Accident** or **Assault**, will be taken into consideration in calculating the amount payment on the basis of the different between their physical impairment or medical condition before and after an **Accident** or **Assault**. The **Insurer** will ask the **Driver's** medical practitioner (if suitably qualified) or the medical consultant that treated them to make these assessments (or an independent medical consultant or other suitably qualified person if they are unable or unwilling to do so). The assessment will be converted into a percentage and applied to the policy benefit payable; or
- (g) who has taken drugs
- (i) to treat drug addiction; or
 - (ii) prescribed by a registered medical practitioner but not taken in accordance with the manufacturer's instructions or as prescribed; or
- (h) driving the **Insured Vehicle**:
- (i) having a blood/urine alcohol level above the legal limit stated in the **Road Traffic Acts**; or
 - (ii) whilst being unfit to drive due to being under the influence of drugs; or
 - (iii) whilst not in possession of a valid driving licence and certificate of insurance as required by law for the **Insured Vehicle**; or
 - (iv) whilst participating in any racing; or
 - (v) where a current and valid test certificate has not been issued for the **Insured Vehicle** or where it is in an un-roadworthy condition; or
 - (vi) carrying a greater number than the legal seating capacity at the time of the **Accident** or **Assault**; or
 - (vii) for the carriage of passengers for hire or reward; or
- (i) if **Bodily Injury** is the result of or contributed to by a naturally occurring condition or degenerative process which is known to an **Driver** and their General Practitioner; or
- (j) if **Bodily Injury** arises from a **Gradually Operating Cause** and not an **Accident** or **Assault**.

Section F5 - Crisis Containment

This **Section** details what **Crisis** containment fees and costs are covered by the **Insurer** subject to the terms and conditions of this **Policy** and any additional provisions applicable to this **Section**.

F5.1 The cover

F5.1.1 Insuring agreement

The **Insurer** will pay the **Insured** for reasonable and necessary **Crisis Consultant** fees and costs incurred as a direct result of a **Crisis** commencing during the **Period of Insurance** resulting from an occurrence which in the **Insurer's** reasonable opinion may give rise to a claim under **Section F1: Liability to Third Parties**, **Section F2: Loss of or Damage to Insured Vehicle** or **Section F3: Trailers**, provided always that:

- (a) such **Crisis Consultant** fees and costs are incurred within the **Crisis Coverage Period**; and
- (b) the liability of the **Insurer** shall not exceed the **Limit of Indemnity** net of the **Co-insurance**.

Any **Crisis** arising out of or based upon or attributable to or related to continuous or repeated events shall be deemed to be a single **Crisis**.

F5.1.2 Limits of indemnity

The amount stated in the **Schedule** for this **Section** is the maximum amount payable by the **Insurer** in respect of any one **Crisis** and is also the maximum amount payable by the **Insurer** in the aggregate for all **Crisis** during any one **Period of Insurance** subject always to the **Co-insurance** stated in the **Schedule** as applicable to this **Section**.

F5.2 Exclusions

In addition to the General Exclusions, the **Insurer** does not cover under this **Section** the following:

F5.2.1 Industry changes

circumstances including governmental regulations which affect another country or the industry in which the **Insured** conducts its **Business** activities.

F5.2.2 Economic/social changes

changes in population, customer taste, economic conditions, seasonal sales variations or competitive environment.

F5.2.3 Fraudulent acts

any fraudulent act committed by any of the **Insured's** senior executives.

F5.2.4 Third party claims

any claim for injury or damage made by a third party arising out of or in connection with any **Crisis** and all costs and expenses of any related litigation, arbitration, mediation, adjudication or any other process of formal dispute resolution and any appeal.

F5.2.5 Intentional regulatory violations

any intentional violation by the **Insured's** senior executives of any Governmental regulation:

- (a) in connection with the manufacture, sale or distribution of any **Products**; or
- (b) in connection with the use of materials or substances in the manufacturing process which a governmental entity has banned or deemed certain to result in injury or damage if used; or
- (c) in connection with any services rendered by the **Insured**.

F5.2.6 Costs of proceedings

any costs and expenses of any formal proceedings before any Governmental body as a result of a **Crisis**.

F5.2.7 Wrongful detention

any wrongful detention of a senior executive of the **Insured**:

- (a) in order to obtain the performance by the **Insured** of express demands and/or payment of ransom money; or
- (b) if due to any actual or alleged violation of the laws of the host country or a failure to maintain and possess duly authorised and issued required documents and visas unless the **Insurer** determines that such allegations were:
 - (i) intentionally false or fraudulent; and

- (ii) directed specifically at the **Insured** with a deliberate desire to inflict injury or to inflict economic harm with the intent for it to become known by the **Insured** or the public; and
- (iii) made solely to achieve a political, propaganda or coercive effect upon or at the expense of the **Insured's** senior executive.

F5.3 Condition and procedure

In addition to the General Conditions and Provisions, the following is applicable to the **Insured** in respect of this **Section** only.

F5.3.1 Notice and authority

The **Insured** shall act on behalf of its subsidiaries with respect to the giving and receiving of notice under this **Section**, including the giving of notice of a **Crisis**.

Section F6 – Other Coverages

This **Policy** will also provide the following coverages which are all subject to the terms and conditions of this **Policy** in so far as they are applicable.

F6.1 Medical expenses

The **Insurer** will pay medical expenses to the **Driver** or any other occupant of an **Insured Vehicle** following identifiable **Bodily Injury** which is in direct connection with the same **Insured Vehicle** up to the limit stated in the **Schedule**.

F6.2 European Union (E.U.) Directive on insurance of civil liabilities

in respect of accidents occurring within the **Territorial Limits**. This **Policy** also provides the minimum indemnity required to comply with the laws relating to compulsory insurance of motor vehicles in any other country, in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of E.U. Directive on insurance of civil liabilities, arising from the use of motor vehicles (No72/166/EC).

Where the minimum indemnity provided is less than that provided under United Kingdom minimum legal requirements, the higher level shall apply.

F6.3 Green Cards

whilst the **Insured Vehicle**, for which a **Green Card** has been issued, is being used in any country specified in the **Green Card** provided that:

- (a) notice had been provided by the **Insured** to the **Insurer** of an intended foreign visit;
- (b) an additional premium has been paid as required by the **Insurer**; and
- (c) such additional terms and conditions as may be required by the **Insurer** are adhered to by the **Insured**.

F6.4 General average and salvage

against general average contribution, salvage, sue and labour charges incurred in any custom duty, arising out of the transportation of the **Insured Vehicle** by sea provided that:

- (d) the **Insured Vehicle** has Comprehensive Cover as shown in the **Schedule** and
- (b) any contribution is subject to the **Market Value** of the **Insured Vehicle**.

G ADDITIONAL INFORMATION

G1 How the Insurer uses Personal Information

American International Group UK Limited is committed to protecting the privacy of customers, claimants and other business contacts.

“**Personal Information**” identifies and relates to you or other individuals (e.g. your employees). If you provide **Personal Information** about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their **Personal Information** with us.

G1.1 The types of Personal Information we may collect and why

Depending on our relationship with you, **Personal Information** collected may include: contact information, financial information and account details, , credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law), as well as other **Personal Information** provided by you or that we obtain in connection with our relationship with you. **Personal Information** may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance, including compliance with laws and regulations outside of your country of residence
- Monitoring and recording of telephone calls for quality, training and security purposes
- Marketing, market research and analysis

G1.2 Sharing of Personal Information

For the above purposes **Personal Information** may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). **Personal Information** will be shared with other third parties (including government authorities) if required by laws or regulations.

Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. We are required to register all third party claims for compensation relating to bodily injury to workers’ compensation boards. We may search these registers to prevent, detect and investigate fraud or to validate your claims history or that of any other person or property likely to be involved in the policy or claim. **Personal Information** may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

G1.3 International transfer

Due to the global nature of our business, **Personal Information** may be transferred to parties located in other countries, (including the United States, China, Mexico, Malaysia, Philippines, Bermuda and other countries with different data protection laws than in your country of residence). When making these transfers, we will take steps to ensure that your **Personal Information** is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

G1.4 Security of Personal Information

Appropriate technical and physical security measures are used to keep your **Personal Information** safe and secure. When we provide **Personal Information** to a third party (including our service providers) or engage a third party to collect **Personal Information** on our behalf, the third party will be selected carefully and required to use appropriate security measures

G1.5 Your rights

You have a number of rights under data protection law in connection with our use of **Personal Information**. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access **Personal Information**, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your **Personal Information**, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

G1.6 Privacy Policy

More details about your rights and how we collect, use and disclose your **Personal Information** can be found in our full Privacy Policy at: <https://www.aig.co.uk/privacy-policy> or you may request a copy by writing to: Data Protection Officer, American International Group UK Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB. or by email at: dataprotectionofficer.uk@aig.com.

G2 Complaints Procedure

We believe you deserve courteous, fair and prompt service. If there is any occasion when our service does not meet your expectations please contact us using the appropriate contact details below, providing the Policy/Claim Number and the name of the Policyholder/Insured Person to help us deal with your comments quickly.

Claims related complaints:

Motor Claims Manager
American International Group UK Limited, The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG
Telephone: +44 (0)345 266 0575

Email: UKMotorComplaints@aig.com

Lines are open Monday to Friday 9am – 5pm, excluding public holidays]

All other complaints:

Customer Relations Team
American International Group UK Limited, The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG
Telephone: 0800 012 1301 or +44 (0) 208 649 6666 (if calling from overseas)

Email: uk.customer.relations@aig.com

Online: <http://www.aig.co.uk/your-feedback>

Lines are open Monday to Friday 9.15am – 5pm, excluding public holidays

We will acknowledge the complaint within 5 business days of receiving it, keep you informed of progress and do our best to resolve matters to your satisfaction within 8 weeks. If we are unable to do this you may be entitled to refer the complaint to the Financial Ombudsman Service who will review your case. We will provide full details of how to do this when we provide our final response letter addressing the issues raised.

The Financial Ombudsman Service may not be able to consider a complaint if the complainant:

- has not provided us with the opportunity to resolve the complaint, or
- is a business with more than 10 employees and a group annual turnover of more than EUR 2 million; or
- is a trustee of a trust with a net asset value of more than GBP 1 million; or
- is a charity with an annual income of more than GBP 1 million.

The Financial Ombudsman Service can be contacted as follows:

In writing: Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

Online: www.financial-ombudsman.org.uk

If you wish to complain about an insurance policy purchased online, you may be able to use the European Commission’s Online Dispute Resolution platform, which can be found at <http://ec.europa.eu/consumers/odr/>

Following this complaint procedure does not affect your right to take legal action. Calls may be recorded for quality, training and monitoring purposes.

G3 The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If **We** are unable to meet **Our** financial obligations, **You** may be entitled to compensation from the scheme, depending on whether **You** are an eligible claimant, the type of insurance and the circumstances of the claim. Further information on the scheme is available from the FSCS at www.fscs.org.uk or by calling +44 (0)20 7741 4100 or +44 (0)800 678 1100.

G4 The Motor Insurance Database

Information relating to this insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers’ Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVLNI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- Electronic Licensing
- Continuous Insurance Enforcement;
- Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If an authorised driver is involved in a road traffic accident (either in the UK, the EU or certain other territories), insurers and or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) pursuing a claim 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 the correct registration number. If it is incorrectly shown on the MID there is a risk of having the vehicle seized by the Police. The registration number details can be checked on the MID at www.askmid.com.

Fraud prevention and detection

We are committed to detecting and preventing fraud, which increases costs for all insured's.

We may at any time share information about you with other organisations and public bodies including the police.

We may check your details with fraud prevention agencies and their databases; undertake credit searches and record any findings.

Upon request, we can provide details of the databases that we will access or contribute towards shared information.

Date: 00 January 0000

American International Group UK Limited

American International Group UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FRN number: 781109). This information can be checked by visiting the FS Register (www.fca.org.uk/register). American International Group UK Limited is registered in England: company number 10737370. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

In order to run and operate our business, we collect, use and disclose Personal Information. You can find out more about how we use Personal Information by reading our Privacy Policy available at <https://www.aig.co.uk/privacy-policy> or by writing to Data Protection Officer, by email at: dataprotectionofficer.uk@aig.com

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