



OPTIMA
FLEET

 Policy wording

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Introducing your Groupama fleet insurance policy

This booklet gives full details of your cover.

Please read this booklet, your schedule and your certificate of insurance carefully and make sure that they meet your needs.

If you have any questions, please contact your insurance broker or intermediary and they will help you.

Please keep all your insurance documents in a safe place, as you may need to read them if you want to make a claim.

Our contract with you

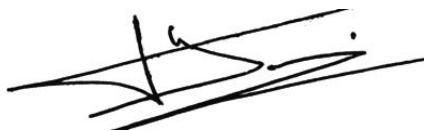
We will provide cover under the terms, exceptions, conditions and endorsements of this policy, during any period for which we have accepted your premium and provided all the terms of your policy are kept.

The proposal (or any statement of fact or statement of insurance we prepare using the information you have provided), and any declaration you make form the basis of this contract. If you do not give us accurate and complete information, your insurance cover may not be valid and we could refuse to pay any claim.

The schedule, any endorsements and the certificate of motor insurance are all part of this policy. You must read all the documents that make up your policy as one document.

The law that applies to this policy

English law will apply to this contract of insurance unless you and we agree otherwise.



François-Xavier Boisseau
Chief Executive Officer
Groupama Insurance Company Limited

Risk management

Fleet managers need to run their operations with the minimum of disruption, whilst at the same time protecting employees whose jobs involve using vehicles by enhancing their safety whilst driving. Risk management techniques therefore, can and should be used to reduce the expense and inconvenience caused by motor vehicle accidents.

Groupama would like to assist in formulating and implementing risk management strategies which are tailored to the policyholder's own particular needs. In partnership with Peak Performance Management we provide access to expert advice and a wide range of risk management programmes. As well as specific initiatives, we also make a point of focusing on basic risk management issues such as the administration of vehicles and drivers.

More detail on the importance of risk management together with some of the initiatives available through Peak Performance Management can be found at www.peakperformance.net.

Peak Performance Management received the award of Best Risk Management Company at the Fleet News Awards in 2002, 2003, 2004 and 2006 and won the Fleet Supplier of the Year award in 2008.

Make a Real Difference

These days, no company big or small can afford to ignore the impact of rising motor incident costs on the balance sheet. Can these costs be controlled and reduced? The fact is they can . . . here's how.

Since 1989 Peak Performance have trained thousands of drivers in advanced risk avoidance driving techniques. The truth is trained drivers:

- crash less;
- use less fuel; and
- reduce vehicle wear and tear.

As Groupama's risk management partner our mission is to help you take positive steps to lower fleet costs by implementing a crash free culture. All our courses are delivered by highly qualified professional trainers and managed by a dedicated account management team.

Saving money is only half the story, training your drivers has other significant benefits too. It:

- protects your employees and other road users from injury . . . or worse;
- delivers improved efficiency and less vehicle damage;
- helps protect your company from liability and personal injury claims;
- removes the time consuming expensive aftermath of dealing with crashes; and
- assists you in complying with health and safety legislation.

Our training programmes:

- cause minimal business disruption;
- are simple to arrange; and
- are fully supported with guides and driver reports.

Is it a test?

Not at all . . . our courses enhance personal driving ability, are not confrontational and are highly enjoyable. They also help:

- reduce the stress of modern driving;
- create pride in driving ability;
- demonstrate a duty of care; and
- establish staff well being.

What we offer

- Driver development workshops.
- On road advanced driving courses.
- In-house assessor training.
- Internet based driver assessment and education programmes.
- Driver handbook templates, safety kits, crash packs and other ancillary driving products.
- Many other specialist courses.

How much will it cost?

A lot less than you probably think!

For a free consultation to discuss your training requirements contact:

Peak Performance Management
1st Floor Hatfield House
Devonshire Street
Chesterfield
S41 7ST
Tel: 01246 244200
e-mail: enquiries@peakperformance.net
Visit our web site at www.peakperformance.net

Definitions

Whenever the following words or expressions appear in your policy, they have the meaning given below.

Acts of terrorism

Any act that the government of the United Kingdom considers to be an act of terrorism. The use of or threat of action, force or violence by any person or group of people acting alone or on behalf of any organisation or government for political, religious, ideological or similar beliefs. This includes trying to influence any government or intimidate the public.

Agricultural vehicle

Any mechanically propelled vehicle, constructed or adapted to be used solely for agricultural or forestry purposes, which is insured under this policy and described in a certificate of motor insurance, which has been delivered to you and remains effective.

Car

Any car, personnel carrier or motorised caravan with not more than seven passenger seats which is not used for the carriage of passengers for hire or reward, insured under this policy and described in a certificate of motor insurance, which has been delivered to you and remains effective.

Certificate of motor insurance

A document we issue that proves you have the motor insurance you need and must have by law. Where multiple certificates have been issued, the definition 'certificate of motor insurance' relates to all issued certificates.

Commercial vehicle

Any crewbus or minibus with eight or more passenger seats, or other mechanically propelled vehicle constructed or adapted for the carriage of goods (excluding agricultural vehicles or plant), insured under this policy and described in a certificate of motor insurance, which has been delivered to you and remains effective.

Excess

The first amount of any claim which you must pay if your vehicle is lost, stolen or damaged.

Great Britain

England, Scotland and Wales.

Inexperienced driver

Anybody who is 25 or older who holds a provisional licence or who has held a full United Kingdom, European Union or European Economic Area licence for less than 12 months.

Insured person / Insured

The companies, partnerships or persons named in the schedule (including partners or directors) or their legal representatives in the event of their insolvency or death, or any person permitted to drive or use your vehicle by you and not excluded from doing so by us.

In vehicle entertainment equipment

Televisions, videos, personal computing equipment and games consoles.

Keys

Any key or alternative electronic or mechanical device designed to open the vehicle's locks or turn on the ignition (or both).

Market value

The cost of replacing your vehicle with another of the same make, specification (for example, the level of equipment found in your vehicle), model, age, mileage and condition as your vehicle was just before the loss or damage you are claiming for.

MID

The Motor Insurance Database

MIIC

The Motor Insurers' Information Centre

Motorcycle

Any mechanically propelled two-wheeled, or three-wheeled vehicle, having two wheels on one axle less than 18 inches apart with or without a sidecar attached, insured under this policy and described in a certificate of motor insurance, which has been delivered to you and remains effective.

Plant

Any mechanically propelled vehicle constructed or adapted to operate as a tool and not primarily designed for the carriage of passengers or goods, insured under this policy and described in a certificate of motor insurance, which has been delivered to you and remains effective.

Racetrack

Any track, field, circuit or road, including toll roads (with no maximum speed limit), which is being used at the time of the loss or damage for racing, rallies, pacemaking, speed trials or track days.

Definitions

Road

Any place which is a road for the purpose of any compulsory motor insurance law operative within the territorial limits of this policy.

Road Traffic Acts

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

Spare trailer

Any trailer not allocated to a vehicle, but declared to us.

Territorial limits

England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands, any other country that is a member of the European Union and any other country stated on the back of your certificate of motor insurance.

Trade plate

Any valid Trade Licence Plate issued by an accredited Vehicle Licensing Authority, insured under this policy and described in a certificate of motor insurance, which has been delivered to you and remains effective.

Trailer

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

United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Vehicle

Any vehicle insured under this policy and described in a certificate of motor insurance, which has been delivered to you and remains effective, including spare parts which are for your vehicle only and are in or attached to your vehicle or, if the vehicle is a car, are in your or your employees' garage, at the time of the loss or damage.

We, us, our

Groupama Insurance Company Limited

You, your

The companies, partnerships or persons named in the schedule as the insured (including partners or directors) or their legal representatives in the event of their insolvency or death.

Young driver

A person under 25 at the time of an event which you or they may be entitled to claim for.

Your cover

Your schedule shows what cover you have. The different types of cover are listed below.

Please check the cover you have and note the parts that apply.

COVER	PART
Comprehensive	All parts of this policy booklet apply
Third party fire and theft	A (loss or damage caused by fire, theft or attempted theft only) B C - 3, 6, 7, 8, 9, 10 and 11 D General exceptions Conditions
Third party only	B C - 6, 7, 8, 9, 10 and 11 D General exceptions Conditions
Fire and theft only (Please note that this level of cover does not comply with the requirements of the Road Traffic Acts)	A (loss or damage caused by fire, theft or attempted theft only) General exceptions Conditions

Part A – Loss of, or damage to, an insured vehicle

What we will cover

If your vehicle, its accessories and spare parts are lost, stolen or damaged, we will:

- repair the damage ourselves;
- replace what is lost or is damaged if this is more cost-effective than repairing it; or
- settle your claim by sending you a cheque for the amount of the loss or damage.

The most we will pay

We will not pay more than the market value of your vehicle (including any accessories and spare parts) at the time of the loss or damage, less any excess that may apply.

Hire-purchase, leasing and other agreements

If your vehicle is owned by someone else, we will settle any claim by paying the legal owner before paying anything left over to you.

Parts that are not available

If a replacement for any damaged accessory or part of your vehicle is not available, the most we will pay is its price (as specified by the manufacturer) at the time of the loss. We will not pay more than the cost of the accessory or part as shown in the manufacturer's last price list in the United Kingdom.

We may decide to repair your vehicle with parts which have not been made or supplied by your vehicle's manufacturer, but which are of a similar standard.

We are not responsible for:

- any extra costs of storing your vehicle that result from any accessory or part not being available; or
- the cost of importing any accessory or part into the United Kingdom.

New car benefit

If your vehicle is a car, we will replace it with one of the same make, model and specification from a supplier of our choosing if:

- your car is less than 12 months old;
- you are the first and only registered keeper (or the second registered keeper if the first registered keeper is a company we recognise as a main agent of the car's manufacturers) or you have leased the car under a recognised leasing agreement and the leasing company agrees to the replacement; and
- your car has:
 - been stolen and not found; or
 - been damaged and the cost of repairing the car is more than 60% of the manufacturer's United Kingdom list price at the time of the damage (including car tax and VAT) for a car that is exactly the same.

We will only replace your car if you and anyone else who has a financial interest in your car agrees.

If a replacement car which is the same make, model and specification as your old car is not available, we will pay you the price of your car, accessories and spare parts as shown in the manufacturer's last United Kingdom price list, less any excess that may apply.

If we settle a claim under this section of the policy, your lost or damaged car becomes our property and you must send us its registration document (V5 or V5C).

Removing and delivering your vehicle

If your vehicle cannot be driven as a result of loss or damage which is covered under this policy, we will pay the reasonable cost of protecting it and taking it to the nearest suitable repairer. We will also pay the reasonable cost of delivering your vehicle to you at your address in the United Kingdom after it has been repaired.

Radio and audio equipment

This policy covers loss or damage to any radio or audio equipment permanently fitted to your vehicle.

There is no limit on the level of cover for radio or audio equipment in your vehicle which was fitted by the manufacturer at the time the vehicle was made.

We cover radio or audio equipment not fitted to the manufacturer's specification up to the following limits:

- if you have comprehensive insurance the most we will pay is £500 after taking off the excess that applies to your claim; or
- if you have third party, fire and theft insurance the most we will pay is £250 after taking off the excess that applies to your claim.

We will also pay for loss or damage to any radio or audio equipment which has been removed from your vehicle if:

- the equipment is designed to be removed (or partly removed);
- the equipment cannot work without your vehicle; and
- you have temporarily removed it from your vehicle for security reasons.

Young drivers or inexperienced drivers

If your vehicle or any of its accessories and spare parts are damaged while it is being driven by a young driver or an inexperienced driver, you will be responsible for the first part of the cost, on top of any other excesses set out in your schedule, as shown below.

Age of driver	Amount you pay
Under 21 years	£250
21 to 24 years	£150
Inexperienced driver	£150

You will not have to pay the amount stated if the damage is:

- caused by fire, theft, attempted theft or malicious damage; or
- limited to broken glass in the vehicle's windscreen or windows and any scratching to the paint or bodywork caused by the broken glass.

Terrorism

Cover under this section of the policy is limited to a maximum of £250,000 in respect of any incident resulting from an act of terrorism. In the event of an occurrence involving loss or damage to more than one vehicle, the £250,000 limit will apply to the aggregate amount of all your vehicles.

What we will not cover

- We will not cover the excesses shown in your schedule.
- We will not cover loss or damage caused by wear and tear.
- We will not cover any reduction in the market value of your vehicle (for example, reductions caused by the age of the vehicle or the number of miles it has covered).
- We will not cover loss in the market value of your vehicle resulting from any repair, whether or not this has happened as a result of any claim under this policy.
- We will not cover any mechanical, electrical or computer equipment breaking or failing to work properly.
- We will not cover damage to tyres caused by braking, punctures, cuts or bursts.
- We will not cover damage caused by pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound.

- We will not cover loss or damage you, or anybody insured under this policy, has done deliberately.
- We will not cover you for loss of use or other indirect losses (such as travel costs or loss of earnings).
- We will not cover loss or damage by deception by someone who claims to be a buyer or a buying or selling agent.
- We will not cover loss or damage caused by any government, public or local authority legally taking, keeping or destroying your vehicle.
- We will not cover loss or damage to mobile or self-propelled cranes whilst operating as a tool of trade, except for loss or damage arising directly from fire, theft or attempted theft.
- We will not cover loss of, or damage to in-vehicle entertainment equipment, phones, electronic-navigation or radar-detection equipment not permanently fitted to your vehicle unless they are designed to be removed or partly removed, and cannot function independently of your vehicle when temporarily removed for security purposes.
- We will not cover loss of or damage to any vehicle bearing a Trade Plate when such vehicle is beyond the limits of a road, except when, during the course of a journey, it is temporarily garaged somewhere other than in or on any premises owned by you or in your occupation.
- We will not cover loss of, or damage to, your vehicle if it is unoccupied (that is, nobody is inside it) and is left:
 - unlocked;
 - with the windows or roof open; or
 - with the keys inside (or on) the vehicle.

Part B – Liability to others

What we will cover

Cover for your liabilities

This policy covers you in respect of all sums incurred in connection with legal liabilities arising from or in connection with the use of your vehicle including its loading and unloading, or any trailer while it is being towed by your vehicle resulting in:

- the death of or injury to anybody caused by an incident involving your vehicle; and
- damage to any property as a result of an incident involving your vehicle. This cover applies to any one event or any series of incidents resulting from one event subject to a limit of:
 - i) £5,000,000 in respect of any vehicle other than cars and motorcycles;
 - ii) £20,000,000 in respect of cars and motorcycles; or
 - iii) £100,000,000 in total where more than one of your vehicles is involved in the same incident or series of incidents arising out the same event.

Cover for other people

We will also provide the same cover for:

- anyone you allow to drive your vehicle if permitted within the schedule;
- anyone using but not driving your vehicle with your permission for social domestic and pleasure purposes (that is, not for business purposes); or
- anyone who is travelling in or getting into or out of your vehicle.

Transfer of cover to legal personal representatives

If anyone insured under the policy dies, we will transfer the protection we provide under this policy to their estate.

Emergency medical treatment

We will pay for emergency treatment fees as set out in the Road Traffic Acts.

Legal representation

In respect of any event which you may be able to claim for under this policy and if we give our prior permission, we will pay the costs of legal services arranged by us to:

- i) represent any person insured under this policy at any coroner's inquest or fatal accident enquiry;
- ii) defend any person insured under this policy in a court of summary jurisdiction;
- iii) defend anyone insured under this policy if proceedings are taken against them for manslaughter or for causing death by dangerous driving whilst under the influence of drink or drugs; or
- iv) defend anyone insured under this policy against charges brought under the Corporate Manslaughter and Corporate Homicide Act 2007.

The following conditions apply to this part of the policy:

- i) you must ask us and we must agree to provide the cover;
- ii) the death(s) giving rise to the proceedings must be covered by this policy; and
- iii) the event causing the death(s) must have happened in the United Kingdom.

Cross liabilities

Where there is more than one insured body/person named in your schedule, cover will operate for each one as if they are the only insured body/person covered under this policy. However, our total liability for all compensation payable in respect of damage to third party property will not exceed the limits stated above.

What we will not cover

- Anyone entitled to similar cover under any other policy.
- Death of or bodily injury to any person, or loss or damage to any person's property caused by acts of terrorism unless the Road Traffic Acts say otherwise.
- Anyone who fails to keep to any of the terms, conditions and endorsements of this policy.
- Death or bodily injury that happens beyond the limits of any road, in connection with anyone, other than the driver or attendant of your vehicle, either bringing a load to your vehicle for loading on to it, or taking a load away from your vehicle having unloaded it.
- Damage to, or loss of property (including death or injury to animals) belonging to, or in the custody or control of an insured person.
- Damage to, or loss of your vehicle, trailer, or of property in or on your vehicle or trailer.
- Damage to premises (or to the fixtures and fittings therein) which are not your property but are occupied by you under a legal agreement.
- Death of or bodily injury to any person, or loss or damage to any property caused by, or arising out of a delivery of a load where such delivery was not authorised or ordered or was unlawful.
- Death of or bodily injury to any person, or damage to any person's property caused by, or arising out of the operation as a tool of trade any vehicle, trailer or plant.
- Death of or bodily injury to anyone, which arises out of and is in the course of that person's employment by the person claiming except where it is necessary to meet the requirements of the Road Traffic Acts.
- Death of or bodily injury to the driver of the insured vehicle.
- Liability in connection with any vehicle bearing a Trade Plate for death of or bodily injury to any person or damage to property caused or arising beyond the limits of a road except when, during the course of a journey, it is temporarily garaged somewhere other than in or on any premises which you own or are in your occupation.
- Liability for death of or bodily injury to any person or damage to property directly or indirectly attributed to:
 - any defect in or the action of any commodities or goods or anything (including packaging containers and labels) transported by or disposed of from the vehicle or any vehicle not your property or provided by you; or
 - treatment given or services provided at or from the vehicle or any other vehicle, except so far as is necessary to comply with the Road Traffic Acts.
- Liability for damage to any bridge, viaduct, weighbridge or road or anything above, beneath or fixed to them, by vibration or by the weight of the vehicle and its load if the insured vehicle exceeds the maximum gross vehicle, plated or train weight permitted by the relevant law.
- Death of or bodily injury to any person, or damage to any property whilst your vehicle is being used in any area of an airport, airfield or military base used for:
 - moving, taking off or landing of aircraft;
 - parking aircraft or other ground equipment, and for maintaining or refuelling; or
 - customs inspections at passenger terminals.

Part C - Other benefits

1 Personal belongings

What we will cover

We will cover loss of or damage to clothing and personal belongings caused by fire, theft, attempted theft or an accident while they are in or on your vehicle.

The most we will pay for any one event is £250.

If the items which have been lost or damaged do not belong to you, you may ask us to pay the benefit to the actual owner. If the owners accept our payment, this will prove that we have paid the claim.

Your excess does not apply to this part of the policy.

2 Medical expenses

What we will cover

We will pay up to £250 towards medical or dental expenses for each person injured in your vehicle if it is in an accident.

Your excess does not apply to this part of the policy.

3 Lost or stolen vehicle keys and replacing locks

What we will cover

If you lose your vehicle keys or they are stolen, and we decide that it is necessary to replace the keys and locks to prevent your vehicle from being stolen, we will pay for this as long as you did not leave them in or on your vehicle when they were lost or stolen.

Cover under this section of the policy will only apply if:

- the loss is reported to the police should the keys be stolen; and
- any party with a financial interest in the vehicle agrees to the replacement of the keys or locks.

Your excess does not apply to this part of the policy.

What we will not cover

We will not cover the following:

- Money, credit or debit cards, stamps, tickets, vouchers, documents or securities (such as share certificates).
- Goods or samples carried in connection with any trade or business.
- Wear, tear and loss in value.
- Property left in a convertible vehicle unless it is stored in a locked boot or locked glove compartment.
- Property you leave in your vehicle when it is unoccupied, and:
 - the vehicle is unlocked;
 - the windows or sunroof are open; or
 - the keys are inside or on the vehicle.
- Loss or damage to phones, electronic-navigation, radar detection or in vehicle entertainment equipment.

What we will not cover

The cost of replacing any alarms or other security devices fitted to the vehicle.

4 Emergency overnight or travel expenses

What we will cover

If your vehicle cannot be driven after an accident or loss covered by this policy or is stolen, we will pay:

- up to £50 for each person who was travelling in your vehicle at the time to stay in a hotel for one night if you cannot continue your journey until the next day; or
- travel expenses of up to £150 in total for everyone who was travelling with you in your vehicle.

The most we will pay for any one event is £150. Your excess does not apply to this part of the policy.

5 Temporary replacement vehicle

What we will cover

We will provide a replacement vehicle, from a company we choose, (should a suitable replacement be available) if you make a claim under Part A of this policy and:

- you have comprehensive cover;
- the loss or damage happens in Great Britain or Northern Ireland;
- we accept your claim; and
- the vehicle is being repaired by one of our partnership repairers.

If the damaged vehicle is a car, it will be replaced by a similar car not exceeding 1,400cc.

If the damaged vehicle is a commercial vehicle it will be replaced by a similar vehicle not exceeding 3.5 tonnes gross vehicle weight.

What we will not cover

We will not provide a replacement vehicle if any of the following apply:

- your vehicle is stolen and not found;
- we offer to settle your claim under the new-car benefit clause in Part A of this policy; or
- a Groupama partnership repairer and/or any vehicle engineer appointed by us declares that your vehicle is damaged beyond economical repair.

If we have already provided a replacement vehicle and any of the following happen, we will stop providing that vehicle:

- when your vehicle has been repaired and is ready for you to collect or for us to re-deliver to you, or after 14 days (whichever is soonest);
- upon expiry of the policy or if it is cancelled under the terms and conditions of the policy;
- if we offer to settle your claim under the new-car benefit clause in Part A of this policy; or
- if a Groupama partnership repairer and/or any vehicle engineer appointed by us declares that your vehicle is damaged beyond economical repair.

We will not cover any hire costs if you keep the replacement vehicle longer than agreed.

6 Trailers

The level of cover stated in your schedule applies to trailers, declared to us, while they are attached to or detached (and visible) from your vehicle. Spare trailers do not need to be visible from your vehicle.

No wider cover will apply to any trailer than is provided to the towing vehicle at the time of the loss or damage.

If any trailer becomes detached from your vehicle, the cover provided under Part B of this policy will apply to cover you against any liabilities that result.

Disabled mechanically propelled vehicles

The cover provided under Part B of this policy also applies to any disabled mechanically propelled vehicle whilst attached to your vehicle provided that it is not being towed for reward.

In the event of an incident covered by this policy involving a trailer or disabled mechanically propelled vehicle, the vehicle, trailer or disabled mechanically propelled vehicle will be considered the same entity and the policy limits will apply to them on an aggregate basis.

7 Unauthorised use

When your vehicle is being used, without your knowledge or consent, the cover provided under Parts A, B and C of this policy will apply and we will not rely on General exception 1 (b), provided that the driver is an employee of the insured and you have taken all reasonable steps to ensure that your employees are aware of the limits and restrictions of this policy.

8 Contingent liability

We will indemnify you under Part B of this policy while any vehicle not belonging to you, nor hired, leased or lent to you is being used in connection with your business by any person in your employ. To benefit from the cover offered by this section of the policy, you must have taken all reasonable steps to ensure that there is other current and valid insurance in force covering the use of the vehicle.

This cover does not apply:

- when any trailer or disabled mechanically propelled vehicle is being towed unlawfully;
- to loss of or damage to any property being carried in or on any trailer;
- to loss of or damage to any towed disabled mechanically propelled vehicle or its contents;
- to any loss or damage caused by acts of terrorism; or
- to any loss of or damage to any trailer or caravan which is owned by any person in your employment.

This cover does not apply:

- to liability for loss or damage to the vehicle;
- if there is any other valid insurance; or
- in respect of liability for death of or bodily injury to any person arising out of and in the course of their employment with you, whilst travelling in or entering or exiting the vehicle except where it is necessary to meet the requirements of the Road Traffic Acts.

9 Indemnity to principal

Where your vehicle is being used in connection with contract work on behalf of a principal we will, at your request, indemnify the principal under the terms of Part B of this policy.

This cover does not apply to:

- liability arising from any act, default or neglect of the principal or his employee or agent;
- liability assumed by you by agreement which would not have attached in the absence of such an agreement (including liability for liquidated damages or under any penalty clause); or
- liability for death of or bodily injury to any person employed by the principal, arising out of and in the course of such employment except where it is necessary to meet the requirements of the Road Traffic Acts.

10 Unauthorised movement

The cover provided under Parts A and B of this policy applies in respect of any vehicle not belonging to you nor hired, leased or lent to you which is being moved by you, or a person in your employment, for the exclusive purpose of parking or to facilitate the passage of a vehicle insured by this policy.

11 Vehicle sharing

Your policy also covers you for carrying passengers in your vehicle who pay you to do so, as long as:

- your vehicle is not built or adapted to carry more than eight passengers (not including the driver);
- the vehicle is not a motorcycle;
- you are not carrying the passenger as a business;
- arrangements for payment are made prior to the commencement of the journey; and
- you are not making a profit from the passengers' payments.

12 Personal accident benefits

Definitions which apply to this part of the policy only

Expert medical specialist

A person other than you, a member of your family or an employee of yours, who is qualified as a consultant in the branch of medicine the injury relates to.

Permanent loss of sight

A person who has suffered permanent and total loss of sight in one or both eyes and has been added to the Register of Blind Persons by a fully qualified ophthalmic specialist.

What we will cover

We will pay up to £5,000 if you or the driver of your vehicle is accidentally injured within the territorial limits while travelling in or getting in or out of any vehicle and this injury results in any of the following within three calendar months.

- Death.
- Permanent and total loss of sight in one or both eyes.
- Losing one or both arms (above the wrist) or legs (above the ankle) or total loss of use of an arm or leg (an expert medical specialist must confirm this will be permanent).

The injury must be diagnosed, or the death certified, by a doctor registered to practise in the European Union.

We will pay up to £5,000 for each person for each accident.

If you or the driver has any other motor insurance policy with us, we will pay the benefit under one policy only.

What we will not cover

Under this section we will not cover anyone for:

- injury or death resulting from that person committing suicide, attempting to commit suicide or deliberately injuring themselves;
- injury or death if the person claiming was committing a crime at the time of the accident;
- injury or death if the person claiming had been under the influence of drink or drugs (apart from drugs prescribed by a doctor) at the time of the accident; or
- injury or death if the person claiming was not wearing a seat belt at the time of the accident unless that person holds a valid 'Certificate of exemption from compulsory seat-belt wearing'.

Part D – Territorial limits and foreign use

What we will cover

Your policy automatically provides the cover you have chosen (comprehensive, third party fire and theft or third party only) within the territorial limits.

Minimum cover outside the territorial limits

This policy also provides the minimum cover you need by law to use your vehicle in any country not in the European Union which the Commission of the European Union approves as meeting the conditions of Article 7 (2) of the Directive on Insurance of Civil Liabilities arising from using motor vehicles (72/166/EEC).

If you need more than the minimum cover outside the territorial limits and we agree to give you this cover, as long as you pay any extra premium we ask for we will give you an international insurance certificate (Green Card) which proves you are insured for the time you will be away.

Customs duty and delivery costs

If your vehicle is within the territorial limits, and is not fit to drive because of loss or damage covered by this policy (but is not beyond economic repair) and we agree beforehand, we will pay:

- the reasonable cost of delivering it to your address in the United Kingdom; and
- any customs duty you have to pay as a direct result of the loss or damage.

Additional covers

We will also cover you for general average contributions, salvage and sue and labour charges while your vehicle is being transported (including loading and unloading) by a recognized sea route between any of the countries within the territorial limits or any other countries where we have agreed to provide cover, provided that the loss of, or damage to your vehicle is covered under Part A of this policy.

General exceptions under this policy

1 Vehicle user

This policy does not apply when any vehicle it covers is:

- a) being driven or used by anybody who is not allowed to do so under your certificate of motor insurance;
- b) being used for purposes not shown on your certificate of motor insurance;
- c) being driven with your permission by anybody you know has never held a driving licence permitting them to drive the vehicle, or is disqualified from holding or applying for a driving licence (except when being driven, with your permission, by your employee in circumstances where a licence is not required by law); or
- d) being driven by you unless you hold a valid licence to drive your vehicle or you have held a licence and are not disqualified from holding or applying for such a licence.

2 Contracts

This policy does not cover any liability you have under an agreement or contract, unless you would have had that liability anyway and unless we have the conduct and control of claims but we shall not in any event cover any liability for liquidated damages or under any penalty clause.

3 War

This policy does not cover any loss or damage caused by war, invasion (whether or not war is declared), revolution, military force, acts of terrorism or other hostile events, unless we must provide cover under the Road Traffic Acts.

4 Radioactivity

This policy does not cover any loss, damage or legal liability caused by:

- ionising radiation or radioactive contamination from nuclear fuel or from burning nuclear fuel; or
- radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.

5 Pollution

Unless the law says otherwise, we are not liable for any loss, damage or liability caused by pollution or contamination unless the pollution or contamination is caused by a sudden, identifiable, unexpected and unintended event which happens at one time and place during the period of insurance. We will treat all pollution or contamination which results from one event as having happened at the same time the event took place.

6 Fraud

We will not pay any claim and all cover under the policy will end from the date you (or anyone acting for you):

- make a false or exaggerated claim or support your claim with forged or fraudulent documents or evidence; or
- deliberately cause the loss, damage or injury.

7 Riot

Apart from events covered under Part B, we will not cover any accident, injury, loss or damage that happens outside of the United Kingdom or any European Union country that is caused by riot or civil commotion.

8 Earthquake

Apart from events covered under Part B, we will not cover any accident, injury, loss or damage caused by earthquake, if it occurs outside the European Union.

9 Use on a racetrack

This policy will not cover loss, damage, injury or liability arising while your vehicle is being used on a racetrack or for completing pre-paid laps of circuits such as the Nurburgring.

10 Vehicles registered outside the UK

This policy will not cover any accident, injury, loss or damage caused by any vehicle which is registered outside of the United Kingdom other than under Part C (10 Unauthorised movement).

Conditions that apply to all of this policy

1 Observance of terms

You must comply with all the terms and conditions of this policy. Conditions 2, 3, 7, 8, 9, 10, 12 and 13 are conditions precedent to our liability. This means that if you do not comply with these conditions, we will not pay your claim and will be entitled to recover from you any sums already paid.

2 Your duty

All the information given to us must be complete and correct as far as you know. You are responsible for making sure that information relating to all drivers the policy covers is complete and correct. This includes advising us about any incidents or accidents whether or not they gave rise to a claim.

When you advise us about an incident the information will be passed to appropriate databases including the Claims Underwriting Exchange register.

We may search the register and other databases when:

- you apply for insurance;
- in the event of any accident or claim; or
- at time of renewal;

to validate your claims history or that of any person or property likely to be involved in the policy or claim.

If we discover that you (or someone acting for you) deliberately gave us incomplete or false information, all cover under this policy will end. We will treat the policy as though it never existed and we will not pay your claim.

We may also recover any money we have paid under this policy.

You must provide full and prompt cooperation in respect of any inquiry or request for information from us.

3 How to claim and how to tell us about claims which may be made against us

(In this condition only, you means you, your legal representative or anybody insured under this policy.)

You must give us, as soon as possible, full details of any event that could lead to a claim under this policy.

You must not:

- admit an accident is your fault;
- negotiate to settle any claim; or
- offer or promise anything without our permission in writing.

You must send us, unanswered, any documents you receive to do with the claim (or any accident or event which may lead to a claim).

If you know about any possible legal action or inquiries that might be carried out, you must tell us immediately in writing.

We may, in your name, take over and deal with a claim and try to recover from others any money we have paid out under this policy. At all times you must give us whatever help we need.

If the law of any country where you are covered by this policy says we must settle a claim which we would not otherwise have paid, we can ask you (or the person who caused the event) to pay us that amount.

4 Claims

In the event of any incident, where we may have to make a payment to more than one person, any limit under this policy applies to the total amount of the claims made. Priority will always be given to indemnifying the policyholder.

If you make a claim under Part B of this policy, for loss of or damage to property, we may, at any time, pay to you the maximum amount payable under this section of the policy (after the deduction of any payments already made). After making such a payment we will relinquish control of the negotiations and legal proceedings in connection with such claims. From the date of such payment we shall be under no further liability in connection with such claims other than for costs and expenses incurred with our written consent prior to the date of payment.

5 Other insurance

If you are covered by any other policy for any claim, we will pay only our share of the claim (unless we say otherwise in this policy).

6 Use of a vehicle under contract

The same cover as that provided under Parts B and C of this policy applies to the owner of any vehicle, when you have use of that vehicle under a contract between you and the owner if insurance cover is a requirement of the contract. This cover will not apply if the owner of the vehicle is entitled to similar cover under any other policy.

7 Taking care of your vehicle

You must make sure that:

- your vehicle is in a roadworthy condition and is safe to drive; and
- you do all you can to keep your vehicle and its contents safe.

If your vehicle is damaged by something covered under this policy, you must:

- do whatever is necessary to protect your vehicle and its accessories from further loss or damage;
- give us the repairer's full name and address together with a detailed estimate of the repair costs (if the vehicle is not being repaired by one of our partnership repairers); and
- report any loss as a result of theft of, or from, your vehicle to the Police.

Subject to the above requirements you may ask the repairers to carry out any reasonable and necessary repairs at once, provided that our consent is obtained before any new parts are obtained.

If we ask, you must let us examine your vehicle at any reasonable time.

Your vehicle must have a current MOT certificate (if it applies).

8 Your vehicle

You must tell us, or your intermediary, about any vehicle which was initially registered outside of the United Kingdom.

This policy will continue to cover you, and you alone, when your vehicle is in the custody or control of a recognised motor trader for the purposes of service, overhaul or repair.

9 Convictions

You must tell us the details of any person who you intend to drive your vehicle under this policy who, within the last five years, has been convicted of any offence that has resulted in a disqualification from driving.

For your assistance such convictions are usually referred to by the following codes and definitions:

- AC Accident offences
- BA Disqualified driver
- DD Dangerous and/or reckless driving
- DR Drink and/or drugs
- UT Theft or unauthorised taking
- NE Non-endorsable offences leading to disqualification
- TT Disqualification under "totting-up" procedure
- XX Disqualification under "totting-up" procedure

You must also tell us if any person who you intend to drive your vehicle under this policy has:

- (a) been refused motor insurance or has had their motor insurance cancelled; and/or
- (b) a licence issued for a restricted period of time or with restrictions.

Your duty to disclose such information continues to apply during the period of insurance.

10 Cancelling your cover

If you want to cancel your policy you must write to tell us and send us your certificate of motor insurance and any insurance discs at the same time. As long as you have not made a claim under the policy, we will refund the part of your premium that covers the rest of the period you would have been insured for. We will cancel your policy from the date we receive your certificate of motor insurance.

We or your insurance broker or intermediary, may cancel this policy by giving you seven days' notice in writing, which we will send by recorded delivery to the most recent address we have for you. You must send us the certificate of motor insurance before we can refund any premium.

11 Settling disagreements

If we accept your claim under Part A of this policy but we and you cannot agree the amount we should pay, we will pass the matter to an arbitrator to decide. The arbitrator is an independent person who we and you will appoint in line with the law in force at the time. You cannot take legal action against us before the arbitrator makes a decision.

12 Paying your premium

If you have not paid your premium, we will not provide cover from the date the premium was due.

If you claim under this policy and you are paying your premium under one of our credit schemes, we may take from your claim any amount you still owe us for the rest of the period your policy applies.

13 Motor Insurers Database

You are required to supply us with details of your vehicles (the use of which is covered by this policy) as required by the relevant law applicable in Great Britain and Northern Ireland for entry on the Motor Insurance Database.

For the purposes of this policy the required information is:

- vehicle on date (date vehicle added to this policy);
- vehicle registration mark;
- vehicle type (car, commercial vehicle, minibus, motorcycle, special type or taxi);
- make and model;
- cubic capacity (CC) for cars, Gross Vehicle Weight (GVW) for commercial vehicles; and
- vehicle off date (date vehicle deleted from this policy).

Your policy details will be added to the Motor Insurance Database (MID) run by the Motor Insurers Information Centre (MIIC). This may be consulted by:

- the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime;
- other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to ascertain relevant policy information if you have been involved in an accident in the UK or abroad;
- the DVLA and DVLNI for the purposes of Electronic Vehicle Licensing; and/or
- persons pursuing a claim in respect of a motor traffic accident (including citizens of other countries).

You should show this notice to anyone insured to drive the vehicle(s) under this policy.

14 Data Protection

It is your responsibility to ensure that all data, including all personal data supplied, is accurate and that the specific consent of all persons to disclose their personal and sensitive data has been obtained. In order to prevent and detect fraud, personal data, provided by you, may be passed to selected third parties.

15 Contracts (Rights of Third Parties) Act

Under the Contracts (Rights of Third Parties) Act 1999 or any other relevant laws, only you and we may enforce any of the terms of this policy. This will not affect any rights other people or organisations may have apart from that Act.

16 Fraud prevention and detection

In order to protect the interests of our policyholders and to prevent and detect fraud we may at any time:

- share information about you with other organisations and public bodies including the Police;
- check and/or file your details with fraud prevention agencies and databases; and
- undertake credit searches and additional fraud searches.

If you provide false or inaccurate information and fraud is identified, details will be passed to fraud prevention agencies and databases to prevent fraud and money laundering.

Please refer to our website www.groupama.co.uk/fraud for further details explaining how the information held by fraud prevention agencies may be used.

We can supply on request further details of the databases we access or contribute to.

Our customer-care policy

Step 1

We are committed to treating our customers fairly. However, we do realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please tell us your name and your claim number or policy number and the reason for your complaint.

We may record phone calls.

For complaints about claims, contact the Claims Centre Manager at:

Groupama Insurances
Commercial Claims Centre
1 Port Way
Port Solent
Portsmouth
Hants
PO6 4TY.

Phone: **0870 600 2123**
Fax: **0870 600 2102**
E-mail: **fleetclaims@groupama.co.uk**

Calls to 0870 numbers will cost no more than a call to an 01 or 02 number in the UK. Calls from mobiles may cost more.

For complaints about policy administration and documents, contact the Operations Manager at:

Groupama Insurances
Groupama House
60 Spring Gardens
Manchester
M60 1HU.

Phone: **0870 850 0123**
Fax: **0870 850 0885**
E-mail: **fleet@groupama.co.uk**

Step 2

If you are not happy with our response to your complaint, please write to our Chief Executive at:

Groupama Insurances
6th Floor
One America Square
17 Crosswall
London
EC3N 2LB.

Phone: **0870 850 8510**
Fax: **020 7264 2860**

We promise to:

- acknowledge your complaint within five days of receiving it;
- have your complaint reviewed by a senior member of staff;
- tell you the name of the person managing your complaint; and
- respond in full to your complaint within 28 days. If this is not possible for any reason, we will write to you to explain why we have not been able to settle the matter quickly. We will also let you know when we will contact you again.

Step 3

Financial Ombudsman Service

If you are still not happy with our final decision, you may be able to pass your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review your case.

Their address is:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR.
Phone: **0845 080 1800**

You can visit the Financial Ombudsman Service website at **www.fos.org.uk**

FOS is available to personal policyholders. Their service is also open to charities, trustees and small businesses with income or assets within defined limits. You can get more information from us or the ombudsman.

If you take any of the action mentioned above, it will not affect your right to take legal action.

Financial Services Authority

Groupama Insurance Company Limited. Authorised and regulated by the Financial Services Authority. You can check their website (www.fsa.gov.uk) which includes a register of all the firms they regulate. Or you can phone them on **0845 606 1234**.

Financial Services Compensation Scheme

We, Groupama Insurance Company Limited, are covered by the Financial Services Compensation Scheme (FSCS).

If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at **www.fscs.org.uk** or by phone on **020 7892 7300**.

Useful information

Protecting your vehicle and belongings

Unfortunately, vehicle crime is very common. However, you can help prevent it. It is a condition of your policy that you must do all you can to keep your vehicle and its contents safe. If you do not do this, you may not be able to claim under this policy. We hope you find the following tips useful.

Close all windows, including the sunroof, when you leave your vehicle – even if you are just leaving it for a short time.

Lock your vehicle even if it is on your drive or in your garage or you are just leaving it for a short time (for example, at a petrol station). Do not forget to lock the boot.

Take the vehicle's keys with you. Never leave your keys in your vehicle or leave the engine running, even if you are only leaving your vehicle for a few minutes.

You should never leave your personal belongings on display in your vehicle. If you cannot take them with you when you leave your vehicle, lock them away in the glove compartment or boot.

Remove all radio, stereo and portable satellite-navigation equipment if possible when you leave your vehicle.

Fit an alarm or immobiliser to your vehicle and make sure you use it. Thieves will often avoid vehicles that have an alarm or immobiliser.

You can find out how easy a vehicle is to steal or break into by logging on to the 'new car security rating' website at www.ncsr.co.uk

If your vehicle doesn't have an alarm or immobiliser fitted, you should consider fitting one approved by Thatcham, the Motor Insurance Repair Research Centre. You can find details of these devices at www.thatcham.org

Plan your journey to avoid having to stop in areas you don't know very well.

Park your vehicle carefully. Where and how you park your vehicle can be important for your safety and the security of your vehicle. The 'Park Mark' safer parking award is given to parking areas if they achieve a standard of safety and security set by the police.

Log on to www.securedcarparks.com to find out where these car parks are.

If you can't find a secure car park:

- park in a well-lit area if you are parking at night; and
- if you are using a multi-storey car park, choose a space that is close to the exit and away from pillars.

If possible, always take your parking ticket with you.

Protect your alloy wheels by fitting locking wheel nuts approved by Thatcham.

At home, do not leave your vehicle's keys where a burglar can easily find them, such as on a hook or on a table. Thieves often break into houses just to steal a vehicle.

If you have a garage, use it and lock it.

For more information, visit the crime prevention officer at your local police station or visit www.crimereduction.gov.uk

Protecting yourself and your passengers

The following tips should help you make sure you and your passengers are safe.

Use head restraints. Whiplash injuries often result in many days of pain and suffering. Injuries such as whiplash currently cost British insurers over £1 billion a year and account for over 80% of the total cost of personal injury claims.

To prevent whiplash, adjust your head restraint so it is as close to the back of your head as possible (it is best if your head touches the restraint). The top of the restraint should be as high as the top of your head.

You and the people travelling with you should check the position of your head restraints before every journey.

The 'new car whiplash ratings' website, www.ncwr.co.uk shows the ratings of head restraints in new cars available in the United Kingdom.

Remember, it's a head restraint – do not use it as a headrest.

Tiredness is thought to be a major cause of many road accidents. You should take a break for at least 15 minutes every two hours.

You should not use your mobile phone while driving. Making or receiving a call, even using a hands-free phone, can distract you from driving and could lead to an accident. It is now against the law to use a hand-held mobile phone. If you are caught, you could get three points on your licence and a £60 fine.

Wear seat belts. It is against the law not to wear a seat belt if one is fitted. Wearing a seat belt could keep you safe if you have an accident. Make sure you adjust the seat belt properly for your height and build.

The law provides a number of exemptions from wearing seat belts. These are based on medical and other reasons.

Please ask your doctor if you think you should not wear a seatbelt for medical reasons.

To be exempt for medical reasons, you must hold a 'Certificate of exemption from compulsory seat-belt wearing' issued by a qualified medical practitioner and you must show it to the police if they ask.

Child car seats

Since 18 September 2006, new laws apply to protect children in cars.

For full details of the new law, please go to www.thinkroadsafety.gov.uk/campaigns/childcarseats/pdf/law-leaflet.pdf or phone the Department for Transport on **020 7944 8300**.

What to do if you have an accident

If you are involved in an accident or your vehicle is stolen, call us on **0870 600 2123**. Lines are open 24 hours a day.

The following guidelines will help us to help you with your claim.

1 Stop your vehicle if you:

- have an accident with another vehicle;
- hit a pedestrian;
- hit certain animals (for example, farm animals or dogs); or
- hit another person's property.

It is against the law to drive away.

2 Exchange all details

Make sure you get:

- the names, phone numbers and addresses of everyone involved (including any witnesses);
- the details of their insurance companies (including names and policy numbers if the people know them); and
- the registration numbers of the cars involved.

3 Show your certificate of motor insurance

- If someone is injured in the accident, you must show your certificate of motor insurance to anyone who has a good reason for asking to see it.
- You must also tell the police within 24 hours of the incident, and also show them your certificate of motor insurance.

4 Do not admit the accident was your fault or offer any payment

Accidents are stressful, but it is essential that you do not:

- admit you are to blame; or
- offer to pay anything;

as it could be difficult for us to manage your claim and may also affect your rights.

Please tell us if any other person admits the accident was their fault.

5 Write down all the facts

Write down all the facts of the accident as soon as possible, no matter how trivial the fact may seem at the time – these facts may help us prove your case.

- If possible, take a photo of the scene. It is a good idea to carry a small disposable camera in your vehicle at all times.
- If you do not have a camera, draw a diagram of the scene. Show as much detail as you can – for example, the position of all the vehicles involved (before and after the accident), road names, road signs and markings, the width of the road, skid marks, where the witnesses were, and anything that was blocking your and other people's views.
- Write down what the weather was like, including whether it affected visibility (for example, fog) and the condition of the road.
- If anyone is injured, write down their name and their injury.

6 Letters and documents

You must send us all letters and documents you receive to do with the accident. Do not answer them yourself. Do not try to deal with any claim unless we have agreed this with you.

7 Theft

If your vehicle or its contents are stolen, you must report it to the police as soon as possible.

8 Note

It will help speed up your claim if you have all your documents to hand when you make your claim, such as your:

- certificate of motor insurance;
- driving licence;
- vehicle registration document (V5 or V5C); and
- MOT test certificate (if it applies).

We will then guide you through the claims process.

To make a claim, call us on 0870 600 2123

(Calls to Groupama 0870 numbers will cost no more than calls to 01 or 02 numbers in the UK.

Calls from mobiles may cost more.)

To claim for broken glass, phone **Glassline** on **0800 587 6899**

It is important that you only use these numbers to claim.

NOTES

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Insurances

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