

Optima Small Fleet Policy

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INTRODUCTION

FLEET INSURANCE CONTRACT

This policy is solely a contract of indemnity between us and you. It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights in favour of any third party other than those specifically conferred by the wording of the policy.

The basis of this contract is the insurance proposal form and declaration which you have signed (or any statement of fact prepared from information you have provided). Your statements and answers therein must be true and complete to the best of your knowledge and belief (after making all reasonable enquiries) for the contract to be in force.

The insurance cover the policy provides is subject to the terms, exceptions, conditions and endorsements contained in or attached to this policy and schedule which must be read as a whole. Everyone claiming cover must do everything the policy requires to benefit from cover.

Your policy is a valuable document and we recommend that you study it carefully, particularly the pages headed GENERAL EXCEPTIONS and CONDITIONS. You may find the pages headed DEFINITIONS helpful as we have set out the meaning of some key words and terms.

Subject to the terms, exceptions, conditions and endorsements of the policy, we will insure you against legal liability, loss or damage as specified in the schedule which occurs during any period of insurance for which we have accepted your premium.

Your policy provides cover against certain clearly specified events but, in common with other insurances, only against those events. For example, your policy is not a maintenance contract and does not provide cover for normal wear, tear or deterioration. It is your continuing responsibility and a Condition of this policy that you ensure that your vehicles are adequately protected and kept in roadworthy condition.

You should pay particular attention to exception (g) under the PART A – LOSS OF OR DAMAGE TO YOUR VEHICLE section of this policy. It is not the intent of this policy to provide any indemnity for loss or damage as a result of theft or unauthorised taking of your vehicle and when the vehicle is unoccupied at any time where the keys are not removed from the vehicle.

CHOICE OF LAW

The parties to a contract of insurance covering a risk situated in the United Kingdom are permitted to choose the law applicable to the contract Unless otherwise agreed the law applicable to your main residence (for businesses the registered or principal business address will apply) within the United Kingdom will govern this insurance contract

If your business is registered or has it's principal business address outside the United Kingdom the law which will apply is the law of England and Wales

If you are unsure of any aspect of the policy you should contact your intermediary or ourselves immediately for clarification/interpretation

IMPORTANT

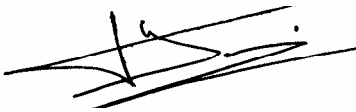
PLEASE READ THIS POLICY CAREFULLY TO ENSURE THAT IT MEETS YOUR REQUIREMENTS

IF YOU HAVE ANY QUERIES PLEASE CONTACT YOUR INSURANCE INTERMEDIARY WHO WILL BE PLEASED TO HELP

THIS POLICY SHOULD BE KEPT IN A SAFE PLACE - YOU MAY NEED TO REFER TO IT IF YOU HAVE TO MAKE A CLAIM

Signed for and on behalf of

Groupama Insurance Company Limited

A handwritten signature in black ink, appearing to read 'François-Xavier Boisseau', written over a set of horizontal lines.

François-Xavier Boisseau - Chief Executive Officer

RISK MANAGEMENT

Fleet managers need to run their operations with minimum disruption. Risk management techniques should be used to reduce the expense and inconvenience caused by motor vehicle claims. Also it is important to protect employees whose jobs involve vehicle use by enhancing their safety while driving.

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 initiatives. As well as specific initiatives we make a point of focusing on basic risk management issues such as the administration of vehicles and drivers.

The extranet web-site gives more detail on the importance of risk management together with some of the facilities available through Peak Performance Management. Please take the time to read these leaflets in detail as they provide basic advice on what you as fleet managers can do to protect your drivers against accidents and vehicles against theft thus reducing both direct and indirect costs associated with such incidents.

Peak Performance Management received the award of Best Risk Management Company at the Fleet News Awards 2002 an award they successfully retained at the 2003 and 2004 awards.

DEFINITIONS

Certain words and expressions used in this policy have been defined and they will have the same meaning wherever they appear in the policy documents irrespective of its typeface or colour

Acts of Terrorism	The use or threatened use of any action force or violence by any person or group of people whether acting alone or on behalf of any organisation or government committed for political religious ideological or similar purposes including the intention to influence any government or to intimidate and/or put in fear the public or any section of the public
Agricultural Vehicle	Any mechanically propelled vehicle constructed or adapted to be used solely for agricultural or forestry purposes insured under this policy and described in a certificate of motor insurance which has been delivered to you and remains effective
Audio Equipment	Any permanently fitted radio and/or cassette or disc player or television or video or personal computing equipment or similar apparatus accessories or component parts including equipment designed to be removed or partly removed that cannot function independently of your vehicle when temporarily removed from your vehicle for security purposes
Car	Any car estate car personnel carrier or motorised caravan with not more than seven passenger seats and 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	Evidence that you have motor insurance as required 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 but 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

EU	The European Union
Excess	The first amount of any claim for which you will be responsible if your vehicle is lost stolen or damaged
Great Britain	England Scotland and Wales
Inexperienced drivers	Any person who has a provisional licence or a person who has held a full licence for less than 12 months at the time of an event which you may be entitled to claim for
Insured Person / Insured.	You 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
Keys	Any key or alternative electronic or mechanical device designed to operate the locking and/or ignition systems of the vehicle
Market Value	The cost of replacing your vehicle with a vehicle of the same make model specification age mileage and condition as your vehicle was immediately before the loss or damage in respect of which you are claiming
MID	The Motor Insurance Database
MIIC	The Motor Insurers' Information Centre
Motor Cycle	Any mechanically propelled two-wheeled vehicle 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

Pollution	All pollution or contamination of buildings or other structures or of water or land or the atmosphere All injury loss or damage directly or indirectly caused by the pollution or contamination
Racetrack	Any track field or road on private property which is used at any time for racing rallies pacemaking or speed trails
Trade Plate	Any valid Trade Licence Plate issued by an accredited Vehicle Licencing 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/UK	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 Permanently fitted communications equipment is part of the vehicle It also includes accessories and spare parts in or on the vehicle or if the vehicle is a car 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 the age of 25 at the time of an event for whom you may be entitled to make a claim

COVER INDEX

The separate schedule forms part of this policy together with the certificate of motor insurance Please read the schedule carefully as it defines the cover provided to you under this policy

The terms used in the schedule to define cover, apply to the following parts of the policy

COMPREHENSIVE (COMP)

All parts

THIRD PARTY FIRE AND THEFT (TPF & T)

DEFINITIONS

PART A – LOSS OF OR DAMAGE TO YOUR VEHICLE

(only applies to loss or damage resulting from Fire Theft or attempted Theft)

PART B – LIABILITY TO OTHERS

PART C – OTHER BENEFITS 7 8 9 10 and 11

PART D – TERRITORIAL LIMITS AND FOREIGN USE

GENERAL EXCEPTIONS

CONDITIONS

THIRD PARTY ONLY (TPO)

DEFINITIONS

PART B – LIABILITY TO OTHERS

PART C – OTHER BENEFITS 7 8 9 10 and 11

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FIRE AND THEFT ONLY (F & T)

DEFINITIONS

PART A – LOSS OF OR DAMAGE TO YOUR VEHICLE

(only applies to loss or damage resulting from Fire Theft or attempted Theft)

GENERAL EXCEPTIONS

CONDITIONS

PART A – LOSS OF OR DAMAGE TO YOUR VEHICLE

We will pay

(a) If your vehicle accessories or spare parts are lost stolen or damaged we will either

- * repair the damage
- * replace what is lost or damaged beyond economical repair
- * pay you cash for the amount of the loss or damage

We have the right to choose which action to take in the case of any claim

(b) If your vehicle is a car and is stolen and not recovered or is damaged and the cost involved in repair will exceed 60% of the manufacturers list price (including car tax and value added tax) at the time of the loss or damage we will replace your car with a new car of the same make and model subject to availability This option is only available if the incident resulting in your car being rendered beyond economical repair or a total loss occurs within one year of the date of first registration of your car as new and the initial registration was in your name

If your vehicle is damaged beyond economic repair and a replacement vehicle is not available then at our option we will either provide an equivalent vehicle or pay you the market value of the vehicle and its fitted accessories and spare parts at the time of the loss or damage

Any party with an interest in your vehicle must consent to its replacement

(c) If your vehicle cannot be driven as a result of loss or damage covered by this policy we will pay the reasonable cost of protecting your vehicle by taking it to the nearest competent repairers to the place of the loss or damage After repair we will pay the reasonable cost of delivering it to your address in the United Kingdom

(d) If any damaged accessory or part of your vehicle is obsolete or cannot be obtained we will pay the value of the accessory or part at the time of the occurrence loss or damage The value paid will not exceed the manufacturer's list or last quoted price in the United Kingdom for the accessory or part If such a list price is not available the most we will pay is the manufacturer's last quoted list price in the United Kingdom for an equivalent part or accessory

EXCEPTIONS

We will not pay for

- (a) loss of use or depreciation from wear and tear computer failure or mechanical electrical or electronic breakdowns or breakages
- (b) damage to tyres from braking or by punctures cuts or bursts
- (c) loss destruction or damage caused directly by pressure waves resulting from aircraft and other aerial devices travelling at sonic or supersonic speeds
- (d) 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 or theft or an attempted theft
- (e) any reduction in the market value of your vehicle following any repair whether or not as a result of a claim under this policy
- (f) loss or damage caused by the deception of a person who claims to be a buyer or a buying or selling agent of your vehicle
- (g) loss or damage as a result of theft or unauthorised taking of your vehicle when your vehicle is left unoccupied and the keys are in or on the vehicle
- (h) additional storage costs caused by the unavailability of a spare part or accessory nor the cost of importation of any spare part or accessory into the United Kingdom

YOUNG OR INEXPERIENCED DRIVERS

If your vehicle suffers loss or damage whilst it is being driven by or is in the charge of a person who is young or inexperienced as defined below you will be responsible for the first part of the cost of any claim for damage to your vehicle. This is in addition to any other excess amount stated in the schedule.

	Age of Driver	Amount payable by you
(i)	under 21 years	£250
(ii)	Under 25 year (but not under 21 years)	£150
(iii)	25 years or over but the holder of a provisional (a) licence or a full EU licence for less than 12 months	£150

These amounts will not apply if the loss or damage

- (i) is caused by fire or theft or an attempted theft
- (ii) is limited to breakage of glass in your vehicle windscreen or windows or to paint or bodywork damaged by the breakage

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.

PART B – LIABILITY TO OTHERS

COVER

INDEMNITY TO YOU

This policy covers you in respect of all sums incurred in connection with legal liabilities arising from the use of your vehicle on the road or other public place or the loading onto or unloading from your vehicle resulting in

- (a) death of or bodily injury to any person
- (b) damage to any person's property including all costs expenses and indirect losses other than those covered under LEGAL EXPENSES resulting from an incident or series of incidents arising out of 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
 - III. £100,000,000 in total where more than one of your vehicles is involved in the same accident or series of accidents arising out the same event

INDEMNITY TO OTHER PERSONS

The same indemnity provided to you is also provided to

- (a) anyone you allow to drive your vehicle if permitted within the schedule
- (b) anyone using but not driving your vehicle with your permission for social domestic and pleasure purposes
- (c) any person travelling in or on entering or exiting your vehicle

EMERGENCY MEDICAL TREATMENT

We will pay for the emergency medical treatment of any person using your vehicle resulting from an accident in your vehicle as required by the Road Traffic Acts

TRANSFER OF COVER TO LEGAL PERSONAL REPRESENTATIVES

After the death of anyone insured under this policy the protection of this policy against any liability you had incurred will automatically transfer to your estate

LEGAL EXPENSES

General representation

If we give our prior permission we will pay the fee for a solicitor 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 in connection with any accident which you may be able to claim for under this policy

Proceedings for manslaughter or causing death by dangerous driving or causing death while under the influence of drink or drugs

We will pay for legal services to defend anyone insured under this policy if proceedings are taken against them for manslaughter or causing death by dangerous driving while under the influence of drink or drugs

The following conditions apply to this cover

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

CROSS LIABILITIES

Where the insured is specified as more than one associated subsidiary company partnership person or combination thereof cover will apply for each as if they are the only insured

Aggregate limits of indemnity will apply to all cover under PART B – LIABILITY TO OTHERS

EXCEPTIONS

This cover does not apply to liability arising from

- (a) anyone who fails to comply with all the terms exceptions conditions and endorsements of this policy which apply to the insured
- (b) anyone entitled to similar cover under any other policy
- (c) death of or bodily injury that happens beyond the limits of any carriageway or thoroughfare and involves anyone, other than the driver or attendant of your vehicle bringing a load to your vehicle for loading or taking a load away from your vehicle after unloading it
- (d) Death of or bodily injury to any person arising out of and in the course of such persons employment by the person claiming indemnity under this section.

- (e) loss of or damage to property belonging to or held in trust by or in the custody or control of an insured person
- (f) loss of or damage to your vehicle or liability for loss of or damage to any property in or on your vehicle
- (g) 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 any vehicle trailer or plant
- (h) damage to premises (or to the fixtures and fittings therein) which are not in your ownership but which are occupied by you under a legal arrangement
- (i) death or bodily injury to any person or loss or damage to any property directly or indirectly caused by or arising out of a delivery of a load where such delivery was not authorised not ordered or unlawful
- (j) death or bodily injury to any person or loss or damage to any property sustained or incurred whilst your vehicle is being driven or is entering or leaving or is standing in any part of an airport aerodrome airfield or military installation set aside for
moving landing or taking off of aircraft
aircraft parking areas and associated roads and ground equipment parking maintenance and refuelling areas
Customs examination areas and passenger terminals
- (k) death of or bodily injury to any person or loss or damage to any person's property caused by acts of terrorism

Cover is provided as necessary to meet the compulsory insurance requirements of the Road Traffic Acts

PART C – OTHER BENEFITS

1. PERSONAL EFFECTS

We will pay

If your vehicle is insured for Comprehensive cover and damaged under circumstances that give rise to a valid claim under PART A – LOSS OF OR DAMAGE TO YOUR VEHICLE we will pay for loss or damage to personal effects clothing or rugs due to fire theft attempted theft or accident involving your vehicle. The maximum amount payable as a result of any one incident is £250.

Where an amount is payable to the owner of personal effects clothing or rugs other than you we may make payment direct to the owner and their receipt will be a full discharge to us. This cover will not be subject to any excess.

We will not pay for

- (a) loss of or damage to money or stamps or tickets or documents or securities
- (b) loss of or damage to goods or samples carried in connection with any trade or business
- (c) wear tear and depreciation

2. MEDICAL EXPENSES

We will pay

If your vehicle is insured for Comprehensive cover and the driver and/or any passengers in your vehicle are injured in an accident involving your vehicle we will pay medical expenses incurred up to £250 for each injured person for treatment performed by a registered medical practitioner. This cover will not be subject to any excess.

3. LOSS OF OR THEFT OF KEYS

We will pay

If your vehicle is insured for Comprehensive cover in the event of the keys being lost or stolen we will pay for the cost of replacing

- (a) the door locks and/or boot lock
- (b) the ignition and steering lock
- (c) the lock transmitter and central locking interface

For this cover to apply the loss must be reported to the police and any known party with a financial interest in your vehicle must consent to the fitting of replacement locks. This cover will not be subject to any excess.

We will not pay

For the cost of replacing any keys when keys are left in or on your vehicle when the vehicle is left unoccupied.

4. HOTEL EXPENSES

We will pay

If your vehicle is insured for Comprehensive cover for up to £75 for the driver or £150 in total for all people in your vehicle towards the cost of staying in a hotel overnight where this is necessary because your vehicle cannot be driven as a result of a loss or accident. This cover will not be subject to any excess.

5. PERSONAL ACCIDENT BENEFITS

We will pay

If you or the driver of your vehicle are accidentally injured as a direct result of an accident involving your car or while travelling in, or getting into or out of, any other car that does not belong to you, and within 3 months the injury is the sole cause of:

- death, or;
- irrecoverable loss of sight in one or both eyes, or;
- loss of one or more limbs.

The maximum amount payable for any person following any one accident is £5000.

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

If you or the driver have any other motor insurance with us, payment will be made under one policy only.

We will not pay

If the bodily injury is the result of suicide or an attempted suicide

6. TEMPORARY REPLACEMENT VEHICLE

COVER

If your vehicle is insured for Comprehensive cover and damaged under circumstances that give rise to a valid claim under PART A – LOSS OF OR DAMAGE TO YOUR VEHICLE of the policy you will be entitled to a replacement vehicle for the period that your vehicle is under the control of a Groupama partnership repairer subject to limits shown below

The replacement vehicle will be provided by a company of our choice. Cars shall be replaced with a saloon hatchback estate car or similar vehicle not exceeding an engine capacity of 1,400 cc and Commercial vehicles with an equivalent commercial vehicle not exceeding 3.5 tonnes gross vehicle weight. This service is subject to the availability of a suitable replacement vehicle from the company of our choice.

When a replacement vehicle is provided policy cover is extended to that vehicle for the period that you are entitled to it.

The cost of the replacement vehicle will be met by the policy other than fuel expenses incurred.

LIMITS

Entitlement to a replacement vehicle under this policy will cease

- (a) when a Groupama partnership repairer and/or any vehicle engineer appointed by us gives an opinion to us that your vehicle is damaged beyond economical repair and we confirm that settlement on this basis should be made
- (b) when a claim is made or settlement is offered involving a new replacement car under PART A – LOSS OF OR DAMAGE TO YOUR VEHICLE of the policy
- (c) when the vehicle has been repaired and is made available for collection or re-delivery
- (d) upon expiry of the policy or upon cancellation under the terms and conditions of this policy
- (e) after a period of 14 days from the replacement vehicle being made available

Replacement vehicle entitlement is restricted to loss or damage occurring in Great Britain and Northern Ireland

7. TRAILERS

COVER

The policy cover applicable to your vehicle also applies to any trailer attached to that vehicle or when any trailer is detached stationary and visible from your vehicle. If any trailer becomes detached from your vehicle while they are in motion or stationary the cover provided by PART B – LIABILITY TO OTHERS will apply to indemnify you against liability incurred arising from the detachment of the trailer.

The policy provides cover for towing a vehicle that cannot be driven provided that it is not being towed for reward.

In the event of loss, damage or liability covered by this policy involving a trailer or vehicle that cannot be driven, the vehicle and trailer or vehicle that cannot be driven will be considered the same entity and policy limits will apply to them on an aggregate basis.

EXCEPTIONS

This cover does not apply

- (a) when any trailer or disabled mechanically propelled vehicle is being towed unlawfully
- (b) for loss of or damage to property being carried in or on any trailer
- (c) for loss of or damage to any towed disabled mechanically propelled vehicle or its contents
- (d) for any loss or damage caused by acts of terrorism
- (e) for loss of or damage to any trailer or caravan owned by any person in your employment

8. UNAUTHORISED USE

COVER

When your vehicle is being used without your knowledge or consent, the cover provided under PART A – LOSS OF OR DAMAGE TO YOUR VEHICLE, PART B – LIABILITY TO OTHERS and PART C – OTHER BENEFITS 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.

9. CONTINGENT LIABILITY

COVER

We will indemnify you under the terms of PART B – LIABILITY TO OTHERS of this policy while any vehicle not belonging to or provided to you is being used in connection with your business by a person in your employment. For this cover to operate you must have taken all reasonable steps to ensure that there is in force other valid insurance for such use of the vehicle.

EXCEPTIONS

This cover does not apply

- (a) to liability for loss or damage of the vehicle referred to in this section
- (b) if there is any other valid Insurance
- (c) liability for death of or bodily injury to any person arising out of and in the course of their employment with you while travelling in entering or exiting the vehicle

10. INDEMNITY TO PRINCIPAL

COVER

We will indemnify at your request under the terms of PART B – LIABILITY TO OTHERS of this policy any principal with whom you have a contract or agreement for the execution of work or services.

EXCEPTIONS

This cover does not apply to

- (a) liability arising from any act or default or neglect of the principal or his employee or agent
- (b) liability assumed by you by agreement which would not have attached in the absence of such an agreement including liability for liquidated damages under any penalty clause
- (c) liability for death of or bodily injury to any person in the employment of the principal arising out of and in the course of such employment

11. UNAUTHORISED MOVEMENT

COVER

The cover provided under PART A – LOSS OF OR DAMAGE TO YOUR VEHICLE and PART B – LIABILITY TO OTHERS of the policy will apply in respect of any vehicle not belonging to or not the subject of any contract for use by you whilst being moved by you or a person in your employment for the purpose of allowing the free passage of the vehicle or the loading or unloading of the vehicle

PART D – TERRITORIAL LIMITS AND FOREIGN USE

COVER

TERRITORIAL LIMITS

Your policy automatically provides the cover you have chosen throughout the United Kingdom in any other country that is a member of the European Union and countries specified on the reverse of the certificate of motor insurance

EU MINIMUM COVER REQUIREMENTS

This policy provides cover for use of your vehicle in accordance with the compulsory insurance requirements of the Road Traffic Acts and EU Motor Directives implemented by UK legislation or cover as defined in the schedule if more expansive. This applies for use of your vehicle in member states of the European Union or any other country that the Commission of the European Union is satisfied as meeting the requirements of Article 7 (2) of the EC Directive 72/166/EC relating to civil liabilities resulting from the use of vehicles

EXTENDED COVER

If cover is required for your vehicle outside of the territorial limits of this policy and cover is authorised by us and subject to payment of any required premium we will provide you with an International Insurance Certificate (Green Card) for the period of your journey

DELIVERY AND CUSTOMS DUTY

If your vehicle cannot be driven as a result of loss or damage but not rendered beyond economic repair whilst outside of the UK and covered by this policy we will also pay the reasonable cost of delivering it to your address in the UK. Any import taxes or duty of a similar nature payable as a direct result of the loss or damage will be indemnified by us

ADDITIONAL COVERS

Liability for general average contributions salvage and sue and labour charges will be indemnified by us arising from loss of or damage to your vehicle while being transported (including loading and unloading) by a recognised sea route between territories where this policy is operative. For this cover to apply your vehicle must be covered under PART A – LOSS OF OR DAMAGE TO YOUR VEHICLE section of this policy

GENERAL EXCEPTIONS

- 1 This policy does not apply when your vehicle
 - (a) is being driven by or is in the charge of any person not permitted by the certificate of motor insurance
 - (b) is being used other than for the purposes specified in the certificate of motor insurance
 - (c) is 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 obtaining such a licence when a licence is required by law
 - (d) is being driven with your consent by any person who to your knowledge does not have or has never held a licence permitting them to drive your vehicle or is disqualified from holding or obtaining one when a licence is required by law

- 2 This policy does not cover any liability incurred as a result of an agreement or contract unless that liability would have existed otherwise

- 3 This policy does not provide cover for any consequence of war invasion act of foreign enemy hostilities (whether or not war is declared) civil war rebellion revolution insurrection or military or usurped power

- 4 This policy does not provide cover except under PART B – LIABILITY TO OTHERS for any loss or damage caused by
 - (a) Earthquake if it occurs outside the EU
 - (a) riot or civil commotion if it occurs
 - i. in Northern Ireland or
 - ii. elsewhere than Great Britain the Isle of Man the Channel Islands or any other member of the EU

- 5 This policy does not provide cover for any loss of or destruction of or damage to any property or any resulting loss or expense or any direct or indirect consequential loss arising from or any legal liability directly or indirectly caused or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it

- 6 This policy does not cover loss damage or liability caused directly or indirectly by pollution or contamination unless arising by a sudden identifiable unintended and unexpected occurrence taking place entirely at a specific time and place during the period of insurance

- 7 This policy does not provide cover other than section 10 – UNAUTHORISED MOVEMENT of PART C – OTHER BENEFITS if any vehicle is registered elsewhere than in the United Kingdom

- 8 This policy does not provide cover for use of your vehicle on a racetrack

Cover is provided as necessary to meet the compulsory insurance requirements of the Road Traffic Acts

CONDITIONS

- 1 The cover provided by this policy is subject to the terms exceptions conditions and endorsements contained in the policy schedule and certificate of motor insurance which must be read as a whole Everyone claiming cover must do everything the policy requires for it to remain in force
- 2 You must provide full and prompt cooperation in respect of any inquiry or request for information that is raised by us
- 3 The requirement in this policy that the driver of your vehicle must hold a valid licence to drive that vehicle and not be disqualified from holding or obtaining a licence shall not apply when your vehicle is being driven by your employee with your consent in circumstances where a licence is not required by law
- 4 Where payment of premium is not made when due any cover provided by this policy will be inoperative from the date such premium was due
- 5 In the event of a claim being made under this policy and the premium is being paid under a Groupama Insurance credit scheme we may deduct from any settlement due to you any outstanding balance of premium for the period of insurance
- 6 We will not pay the claim and all cover under this policy is forfeited if you or anyone acting for you makes a claim under the policy knowing the claim to be false fraudulently inflated or supported by fraudulent documents or if loss damage or injury is caused by your wilful act or with your connivance
- 7 We or our agent may cancel this policy by giving thirty days written notice to your last known address with the return premium calculated on a pro-rata basis from the date of cancellation to the natural expiry date of the period of insurance Any return premium in respect of policy cancellation will be paid upon our receipt of the certificate of motor insurance and any insurance discs
- 8 If you are a retail customer and if, having examined your policy, you decide not to proceed, you have 14 days from the date you received your policy document to cancel this policy and receive a full refund of premium. To do this you should contact the intermediary or organisation that sold you your policy.

No refund of premium will be given if you have made a total loss claim or an incident has occurred that may give rise to such a claim.

Any refund will be subject to the return of the policy document and any Certificate of Motor Insurance or Cover Note.
- 9 Notwithstanding Condition 8 if you want to cancel this policy you must tell us in writing and

at the same time send us your certificate of motor insurance and any insurance discs

A refund of premium may be affected if you have made a claim under the policy or an incident has occurred which may give rise to a claim under the policy.

If the policy is cancelled in its first year we will calculate the refund by using the short period rates listed below. If the policy is cancelled in any other year we will calculate the refund on a pro rata basis.

Full Months Cover	% of annual premium
0	75%
1	70%
2	64%
3	56%
4	48%
5	40%
6	32%
7	24%
8	16%
9	8%
10	0%
11	0%

10 You must take all reasonable steps to

- (a) Protect your vehicle from damage or loss and
- (b) Keep your vehicle in a roadworthy condition.

11 Should we request it you must give us access to examine your vehicles at any reasonable time

12 You must disclose to us details of any person who is intended to drive your vehicle under this policy who has within the last five years been convicted of any offence or a comparable offences in any other EU member state that have resulted in a disqualification from driving

For your assistance those convictions are usually referred to with the following codes and definitions

AC	Accident Offences
BA	Disqualified Driver
DD	Dangerous and/or Reckless Driving
DR	Drink and/or Drugs
IN	Insurance offences
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 disclose to us if any person who is intended to drive your vehicle under this policy has

- (a) been refused motor insurance or continuance thereof and/or
- (b) a licence issued with restrictions or for a restricted period of time

Your duty of disclosure under this condition continues to apply during the period of insurance and to any claim made under the policy to all persons covered under this policy We reserve the right to request further or more detailed information as we deem it relevant to the policy

- 13 If your vehicle sustains loss or damage which is covered under PART A – LOSS OF OR DAMAGE TO YOUR VEHICLE of this policy you must without delay
- (a) take necessary precautions to safeguard your vehicle and
 - (b) give us the repairer’s full name and address and a full account of the loss or damage and a detailed estimate of the cost involved in the repair and
 - (c) 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

- 14 You or your legal representatives must provide us in writing as soon as possible full details of any incident which could lead to a claim under the policy You must also forward immediately to us unanswered any correspondence or documents received in connection with such an occurrence You must inform us in writing of any impending prosecution inquest or fatal accident inquiry in connection with any such incident

- 15 If additional losses or charges are incurred as a result of a claim under PART A – LOSS OF OR DAMAGE TO YOUR VEHICLE of this policy due to a failure on your part to ensure that losses are mitigated these additional losses or charges will be your responsibility and may affect cover under the policy

- 16 No admission or offer or promise must be made by or for anyone claiming cover under this policy without our prior written consent

- 17 We have the right at our discretion to take over the defence or settlement of any claim in the name of any person under this policy We may pursue a claim for recovery in the name of any person claiming under this policy

Any person claiming under this policy is required to provide information and assistance required by us

- 18 If at the time a claim is made under this policy any other policy exists that would cover the claim we will pay only our pro-rata share of the claim unless otherwise stated in this policy

- 19 In the event of any occurrence involving indemnity to more than one person any limitation under this policy of the amount of indemnity will apply to the aggregate amount and indemnity will apply in priority to you

- 20 In connection with a claim under PART B – LIABILITY TO OTHERS of this policy for loss of or damage to property we may at any time pay to you the amount of indemnity provided by this policy (after the deduction of any payments already made or due) or any lesser amount for which such claim can be settled. After making such payment we will relinquish conduct and control of and be under no further liability in respect of such claim except for the payment of costs and expenses of legal fees incurred in respect of matters prior to the date of such payment.
- 21 If the law of any country in which you are covered by this policy obliges us to settle a claim which would not otherwise have been paid we reserve the right to recover the amount paid from you.
- 22 If we accept a claim under PART A – LOSS OF OR DAMAGE TO YOUR VEHICLE of this policy but cannot agree the amount to be paid with you we may at our option require the matter to be determined by arbitration. The arbitrator is to be appointed in accordance with the statutory provisions in force. If we exercise our right to require arbitration an award must have been made by the arbitrator before you can take legal action through the courts against us.
- As an alternative we may at their discretion elect to utilise a mediator in accordance with the alternative dispute resolution mechanism with a view to attaining settlement.
- 23 This policy also covers the use of your vehicle when contributions are received for carriage of passengers provided that
- (a) the vehicle is not adapted to carry in excess of eight passengers (excluding the driver)
 - (b) the vehicle is not a Motor cycle
 - (c) total payments received for this use do not exceed running costs
 - (d) arrangements for payment are made prior to commencement of the journey
- 24 The same cover provided under PART B – LIABILITY TO OTHERS and PART C – OTHER BENEFITS of this policy is provided to the owner of any vehicle when you have use of the vehicle under a contract between you and the owner with insurance cover as 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.
- 25 This policy provides cover for you alone when your vehicle is in the custody of a recognised motor trader for service, overhaul or repair.
- 26 You must supply us with details of your vehicles whose use is covered by this policy as are 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 or Special Type)
 - Make and Model
 - Cubic capacity (CC) for cars, Gross Vehicle Weight (GVW) for Commercial vehicles
 - Vehicle off date (Date vehicle deleted from this policy)
- 27 You must disclose to us or your intermediary any vehicle with an initial registration outside of the United Kingdom
- 28 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 to us has been obtained
- For Data Protection Act purposes and in order to prevent and detect fraud personal data provided by you will be used for insurance administration and for the same purpose may be passed to selected third parties and reinsurers
- The Police may consult the MID in order to establish who is insured to drive your vehicle If your vehicle is involved in an accident (in the UK or abroad) other UK insurers the Motor Insurers' Bureau and/or MIIC may search the MID to ascertain relevant policy information
- Persons with a valid claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID

OUR CUSTOMER CARE POLICY

Groupama Insurances is committed to delivering the highest standards of customer care. We are always interested in your feedback and you can contact us on the following telephone numbers or via e-mail. Telephone calls may be recorded.

Claims

Claims Centre Manager
 Commercial Insurances Claims Centre
 Third Floor
 Building One
 Imperial Place
 Elstree Way
 Borehamwood
 WD6 1JN
 Tel: 0870 600 2123 Fax: 0870 600 2102
 e-mail: customer.service@groupama.co.uk

Policy Administration and Documentation

Operations Manager
 Groupama House
 60 Spring Gardens
 Manchester
 M60 1HU
 Tel: 0161 834 9888 Fax: 0161 834 7305
 e-mail: : fleet@groupama.co.uk

Our Commitment to You

- We will make sure all the information we give you will be clear, fair and accurate.
- We will always try to be fair and reasonable whenever you need the protection of this policy.
- We will also act promptly to provide that protection.

If things go wrong

Whilst we will make every effort to maintain the highest standards, we recognise that there may be some occasions when we fail to satisfy the particular requirements of our customers. We therefore have in place procedures to investigate and remedy any area of concern. In such circumstances we promise:

- to acknowledge any formal complaint in 5 days or less;
- to have the issues reviewed by a person of appropriate seniority and authority;
- to identify the person managing your complaint in our original letter of response;
- to respond fully to your concern or complaint within a maximum of 28 days. If for any reason this is not possible, we will write to you promptly to explain why we have been unable to finalise the matter quickly. We will also let you know when we will contact you again.

If you still feel that we have been unable to resolve the matter to your satisfaction then please write to our Chairman & Chief Executive, at:

Groupama Insurances
Groupama House
24-26 Minories
London EC3N 1DE
Tel 0870 850 8510 Fax: 020 7264 2860

Financial Ombudsman Service

If you are still unhappy following receipt of our final response, you can refer the dispute to the Financial Ombudsman Service who will review your case on an independent basis. The address is:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Tel 0845 080 1800

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

Financial Services Compensation Scheme

Groupama Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim and would provide cover for 100% of the first £2000 and 90% of the remainder of the claim without any upper limit. Further information about compensation is available from the FSCS at www.fscs.org.uk or by telephone on 020 7892 7300.

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

A GROUPAMA
COMPANY



Groupama

Groupama Insurance Company Limited Registered Number 995253
Registered in England Registered Office: Groupama House 24-26 Minories London EC3N 1DE
www.groupama.co.uk
Member of the Association of British Insurers
Authorised and regulated by the Financial Services Authority