



Commercial Vehicle / Fleet Insurance Policy Document

Please read this document carefully. Should **You** have any questions please contact **Your Insurance Agent**.

Thank **You** for choosing **Ark Commercial Motor** to be **Your** insurance provider.

This **Policy** has been prepared in accordance with **Your** instructions. Please read it carefully to ensure that it meets **Your** requirements.

This **Policy** consists of:

1. The **Policy** introduction which explains the basis on which cover is provided.
2. The **Schedule** which shows details of the **Period of Insurance** for which the **Business** is being covered, the Property or events insured, limits of **Indemnity**, certain amounts **You** will be responsible for and details of which Sections are operative.
3. The **Statement of Facts** which is a record of the information that **You** provided to **Your Insurance Agent** and upon which **Your** insurance **Policy** is based.
4. General Definitions and **General Conditions**.
5. The Sections of the **Policy** which give details of the cover.
6. **General Exclusions** to cover applying to the whole **Policy**.
7. Any **Endorsements** or warranties which may apply to the **Policy** or individual Sections and which incorporate cover amendments, extensions, limitations and the like.

Immediate notice should be given to **Your Insurance Agent** of any changes that may affect the insurance provided by this **Policy**.

Alterations in the cover required after the issue of the **Policy** will be confirmed by a separate **Endorsement** and / or **Schedule** and / or **Statement of Facts** that **You** should retain for safekeeping with **Your Policy**. **You** should refer to the **Schedule**, **Statement of Facts**, **Endorsements** and the **Policy** to ascertain precise details of cover currently in force.

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Introduction

This **Policy** is underwritten by the **Insurer** listed on **Your Schedule** and is administered by **Ark Commercial Motor** in accordance with the authority granted under binding authority agreement(s).

Ark Commercial Motor and the **Insurer** are authorised and regulated by the Financial Conduct Authority. The FCA's register can be accessed by visiting the FCA's Website at www.fca.org.uk/register.

In consideration of payment of the premium the **Insurer** is bound severally and not jointly to indemnify the **Policyholder** within the limits, terms, conditions and exclusions of this **Policy** against the events set out in the Sections operative and occurring in connection with the **Business** during the **Period of Insurance** and any subsequent period for which **Policyholder** pays and the **Insurer** agrees to accept a premium.

Where the **Insurer** is a Lloyd's syndicate they are made up of Lloyd's underwriters. Each underwriter is only liable for their own share of the risk and not for any others' share. The **Policyholder** can ask **Ark** for the names of the Lloyd's underwriters and the share of the risk each has taken on.

Each **Insurer** is only liable in respect of the cover or service provided under the Section(s) of this **Policy** detailed against them on the **Schedule** of Insurance and not any other Section.

Ark's Promise

Ark's aim is to provide excellent customer service to all **Our Policyholders** but sometimes things may go wrong. **Ark** takes complaints very seriously and aims to resolve problems promptly.

Please read this **Policy** carefully, together with the current **Schedule** and **Certificate of Motor Insurance** referring to the **Endorsement(s)** detailed in the **Schedule**. Please check them carefully to make sure that they give **You** the cover **You** want. If the cover does not meet **Your** needs or any part of the documentation is incorrect **You** must advise **Your Insurance Agent** or **Us** immediately.

If this **Policy** cover does not meet with **Your** requirements, please return all of **Your** documents including any **Certificate(s) of Motor Insurance** to **Your Insurance Agent** within 14 days of receipt, **Ark** will return the premium paid on a pro rata basis so **You** will only pay for the days **You** have been on cover, provided no claim has been made during that period.

If **You** wish to terminate the cover at any other time, please contact **Your Insurance Agent**. Any return premium will be calculated on short period rates detailed within this document unless a claim has been made or there is evidence of any fraudulent activity.

Every notice or communication with **Your Insurance Agent** or **Us** should be made in writing. **We** recommend that **You** keep a written record (including copies of letters) of any information **You** give to **Your Insurance Agent** or **Us** at any time.

How to Complain

We are dedicated to providing a high quality service and want to ensure **We** maintain this at all times. If **You** feel that **Ark** has not offered a first class service or if **You** have any questions or concerns about the **Policy** or the handling of a claim **You** should, in the first instance, contact the **Insurance Agent** through whom this insurance was placed or **Ark Commercial Motor** direct at:

Head of Compliance
Ark Commercial Motor
Oak House
Eastwood Business Village
Harry Weston Road
Coventry
CV3 2UB

If after contacting the above, **You** believe there is a reason to escalate the complaint **You** may contact the **Insurers** direct. Please contact their 'Complaints officer' at the address detailed on **Your Schedule** of Insurance. The **Insurer** will investigate and provide a final written response as soon as possible but no later than two months of the complaint being made.

The **Insurer** will refer the matter initially to **Ark Commercial Motor** or other such representative for a response which will be provided within two weeks from receipt of **Your** complaint.

If the matter is unresolved, the **Insurer** will further investigate and aim to conclude their enquiries and provide a final response within two months from the date the complaint was initially received.

If the **Insurer** is unable to provide a final response within two months, they will inform **You** about the cause of the delay and indicate when the investigation is likely to be complete.

In the event that **Your** complaint remains unresolved and in order to seek an independent review, **You** may also write to the Financial Ombudsman Service (FOS):

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Using **Our** complaints procedure or referral to the Financial Ombudsman Service does not affect **Your** legal rights.

Financial Services Compensation Scheme

Ark Commercial Motor and the **Insurer** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **Ark Commercial Motor** or the **Insurer(s)** are unable to meet their obligations to **You** under this contract. This depends on the circumstances of the claim. Compensation is only available to commercial customers in limited circumstances.

Further information about the compensation scheme arrangements are available by visiting the website at <http://www.fscs.org.uk> or by contacting:

Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN

Motor Insurance Database (MID)

Uninsured drivers currently cost UK motorists over £500 million per year. This means every time **You** pay **Your** insurance premium a portion of this amount goes to pay for these illegal road users. To tackle this problem the Motor Insurance Database (MID) was established.

The Police make approximately 2 million enquiries per month to the MID to check if vehicles have insurance and as a result of this seize nearly 180,000 uninsured vehicles per annum. By making sure **Your Vehicle** is correctly added to the MID when it goes on cover and is then removed when it comes off cover **You** are helping the Police to concentrate on those vehicles that are actually uninsured. **You** may also save **Your Permitted Drivers** the inconvenience and potential embarrassment of being stopped by the Police as well as the costs associated with recovering vehicles that have been seized.

The DVLA has the power to penalise the registered keepers of vehicles that are not insured. As part of this 'Continuous Insurance Enforcement' (CIE) **Policy** the DVLA compares its records with details of all vehicles currently on cover that are held on the MID. It is therefore important that **Your Vehicle** details have been added to the MID.

What this means in Practice:

We will supply details of **Your Policy** such as **Policyholder's** name, address, **Policy** number, vehicle registration mark and inception / expiry date to the MID.

The regulations place a direct obligation on **You** to load **Your Vehicle** details at inception and update the MID for any vehicle acquisition or disposal promptly thereafter.

Which vehicles should **You** add to the MID:

- All permanent vehicles insured on **Your** commercial vehicle / fleet **Policy** that are **Your** property;
- Trade plates;
- Temporary vehicles;

You will need to submit the vehicle information to **Your Insurance Agent** for them to pass onto the **Insurer**. **You** will need to supply the following information:

- **Policy** Number or Cover note number;
- Main **Policyholder's** Surname and or **Business** name;
- Correspondence Postcode;
- Vehicle Make;
- Vehicle Model;
- Vehicle Engine size;
- Vehicle Value;
- Vehicle Registration number or Trade Plate;
- Date the vehicle it to be added or removed;
- Whether the vehicle is for Personal or **Business** use.

To check if a vehicle has been successfully added to the MID please visit www.askmid.com and follow the online instructions. Additional information can be obtained about the MID from the following website www.miic.org.uk.

It is important that **Your Vehicle** details are up to date on the MID or **Your Vehicle** may be seized by the Police.

Please be aware that if **You** refuse or fail to maintain or supply the information **You** will be guilty of an offence and shall be liable upon conviction of a fine up to £5,000.

How we use Your information

The personal information, provided by **You**, is collected by or on behalf of **Ark Commercial Motor** and Ark Insurance Group Limited and may be used by us, our employees, insurers, agents and service providers acting under our instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

Please visit www.arkinsurance.co.uk/privacy.aspx for further information about how and when we process **Your** personal information under our full privacy policy.

We may process **Your** information for a number of different purposes. For each purpose we must have a legal ground for such processing. When the information that we process is classed as “sensitive personal information”, we must have a specific additional legal ground for such processing.

Generally, we will rely on the following legal grounds:

- It is necessary for us to process **Your** personal information to provide **Your** insurance policy and services. We will rely on this for activities such as assessing **Your** application, managing **Your** insurance policy, handling claims and providing other services to you.
- We have an appropriate business need to process **Your** personal information and such business need does not cause harm to you. We will rely on this for activities such as maintaining our business records and developing, improving our products and services.
- We have a legal or regulatory obligation to use such personal information.
- We need to use such personal information to establish, exercise or defend our legal rights.
- **You** have provided **Your** consent to our use of **Your** personal information, including sensitive personal information.

How we share Your information

In order to sell, manage and provide our products and services, prevent fraud and comply with legal and regulatory requirements, we may need to share **Your** information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on our, or **Your** behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Ark Insurance Group

Marketing

We will not use **Your** information or pass it on to any other person for the purposes of marketing further products or services to you unless you have consented to this.

Fraud prevention and detection

In order to prevent or detect fraud and money laundering we will check **Your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. **You** can find further details in our full privacy policy explaining how the information held by fraud prevention agencies may be used or in which circumstances we conduct credit reference checks and how these checks might affect **Your** credit rating.

Automated decisions

We may use automated tools with decision making to assess **Your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and financial / credit checks.

These automated decisions will produce a result on whether we are able to offer insurance, the appropriate price for **Your** policy or whether we can accept **Your** claim. If you object to an automated decision, we may not be able to offer you an insurance quotation or renewal.

How to contact us

Please contact us if you have any questions about our privacy policy or the information we hold about you. Write to: Data Protection Officer, Ark Insurance Group, Oak House, Eastwood Business Village, Harry Weston Road, Coventry, CV3 2UB. Or email dpo@arkinsurance.co.uk.

The Contract of Insurance and the Insurer

This **Policy** is underwritten by the **Insurer** listed on **Your Schedule** and is administered by **Ark Commercial Motor** in accordance with the authority granted under binding authority agreement(s).

Ark Commercial Motor and the **Insurer** are authorised and regulated by the Financial Conduct Authority. The FCA's register can be accessed by visiting the FCA's Website at www.fca.org.uk/register.

In consideration of payment of the premium the **Insurer** set out above is bound severally and not jointly to indemnify the **Policyholder** within the limits, terms, conditions and exclusions of this **Policy** against the events set out in the Sections operative and occurring in connection with the **Business** during the **Period of Insurance** and any subsequent period for which **Policyholder** pays and the **Insurer** agrees to accept a premium.

Where the **Insurer** is a Lloyd's syndicate they are made up of Lloyd's underwriters. Each underwriter is only liable for their own share of the risk and not for any others' share. The **Policyholder** can ask **Ark** for the names of the Lloyd's underwriters and the share of the risk each has taken on.

Each **Insurer** is only liable in respect of the cover or service provided under the Section(s) of this **Policy** detailed against them on the **Schedule** of Insurance and not any other Section.

The **Policyholder** has provided information that includes but is not limited to the information detailed in the **Statement of Fact**.

The Insurance Act 2015

You are required by the provisions of the above Act to take care to supply accurate and complete answers to all the questions **You** were asked at the time of insuring with **Us**. It is important that **You** check **Your** records for the information **You** or anyone else on **Your** behalf have provided and notify **Us** immediately of any changes or inaccuracies in these details. Failure to provide accurate and complete information to the best of **Your** knowledge may result in increased premiums, refusal of a claim or **Your** policy being cancelled, and may affect your ability to gain insurance from other insurers.

This **Policy** is a legal contract. The **Policyholder** must disclose any facts or changes that affect the insurance which have occurred either since the **Policy** started or since the last renewal date. If **You** are not sure whether certain facts are relevant please ask **Your** Insurance Agent. If **You** do not tell the **Insurer** of relevant changes the **Policy** may not be valid or the **Policy** may not cover **You** fully. **You** should keep a written record (including copies of letters) of any information **You** give the **Insurer** or **Your** Insurance Agent.

You are also required to update **Us** with any changes to the information **You** provided at the time **You** asked **Us** to insure **You**. When **You** tell **Us** about these changes **We** may adjust the premium. If **You** do not tell **Us** about these changes or inaccuracies, this may result in refusal of a claim or **Your** policy being cancelled, and may affect **Your** ability to gain insurance from other insurers. The changes **You** are required to notify **Us** of include but are not limited to the following:

- Any driving offences,
- Any motor vehicle accidents,
- A change of address,
- A change to the drivers,
- A change in personal vehicles.

This is not a full list and if **You** are in any doubt **You** should contact the firm that arranged **Your** insurance with **Us** for **Your** own protection. If **You** do not tell **Us** about changes, **Your** insurance may not cover **You** fully or at all.

When **You** inform **Us** of a change **We** will tell **You** if this affects **Your** policy, for example whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **Your** policy.

Policy Cover

Your schedule shows what cover **You** have chosen, the options are:

- Comprehensive Sections 1 to 12.
- Third Party Fire and Theft Sections 1, 2, 8, 9, 10, 11 & 12.
- Third Party Only Sections 1, 8, 9, 10, 11 & 12.
- Fire and Theft Only Section 2 only.

GENERAL DEFINITIONS

Each time one of the words or phrases listed below appears in the **Policy** in bold it will have the same meaning wherever it appears in the **Policy** unless stated otherwise. Each Section of the **Policy** may contain definitions which apply to that particular Section and they must be read in conjunction with the following General Definitions.

Ark / Ark Commercial Motor

The **Policy** is provided by **Ark Commercial Motor** in accordance with the authority granted under binding authority agreement(s). **Ark Commercial Motor** Ltd. located at Oak House, Eastwood Business Village, Harry Weston Road, Coventry CV3 2UB is an Appointed Representative of Ark Insurance Group Ltd. **Ark Commercial Motor** Ltd. is authorised and regulated by the Financial Conduct Authority and is entered on the FCA Register under reference 754617. Ark Insurance Group Ltd. is authorised and regulated by the Financial Conduct Authority and is entered on the FCA Register under reference 706598.

Business

The trading entity and its directly connected activities fully described in the **Statement of Facts** and shown on **Your Schedule**.

Certificate of Motor Insurance

Evidence that **You** have the minimum compulsory motor insurance required by law. The **Certificate of Motor Insurance** forms part of the **Policy** and shows who can drive **Your Vehicle**, of which all drivers are listed in the **Schedule**.

Employee

Any person working under the control of the **Policyholder** in connection with the **Business** who is:

1. Under a contract of service or apprenticeship with the **Policyholder**.
2. A person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by the **Policyholder**.
3. A labour master or person supplied by him.
4. A person engaged as a labour only subcontractor.
5. A self-employed person working on a labour only basis under the control or supervision of the **Policyholder**.
6. A driver or operator of hired in plant.
7. A trainee or person undergoing work experience.
8. A voluntary helper.
9. Persons working under the Community Offenders Act 1978 the Community Offenders (Scotland) Act 1978 or similar legislation.

Endorsement

Your cover will be affected by any **Endorsement** that is shown on the **Schedule**. (Such **Endorsements** may add exclusions to the cover or require **You** to take action such as fitting approved security.) More than one

Endorsement may apply. If **You** do not comply with any **Endorsements**, this contract of motor insurance may no longer be valid and **We** may refuse to deal with any claim.

Excess

The first amount **You** will have to pay towards the cost of any claim if **Your Vehicle** is stolen or damaged, whether or not the incident giving rise to the claim is **Your** fault.

Indemnity

Our obligation to compensate **You**, so that a claim payment leaves **You** in no worse and no better financial position than **You** were in immediately before the event giving rise to the claim, subject to the terms and conditions of this **Policy**.

Insurance Agent

An insurance intermediary and business regulated by the Financial Conduct Authority, authorised by **Ark Commercial Motor** and whom **You** bought the insurance from.

Insurer

The **Insurer** specified on both **Your Schedule** and the **Certificate of Motor Insurance**.

Interested Party

The person or party shown in the **Schedule** who is interested in this insurance as owner or part owner of **Your Vehicle**.

Intoxication

Being under the influence of alcohol and in any event having an alcohol level which exceeds the prescribed limit as detailed in the Road Traffic Act or the applicable local legislation; being under the influence of any illegal or controlled substance or driving against medical advice.

Laid Up

'Off the road' and 'out of **Use**' either on a semi-permanent or permanent basis.

Market Value

The cost of replacing **Your Vehicle** with one of similar make, model and age. Allowance will be made for the condition and mileage of the vehicle.

Period of Insurance

The period shown on **Your Schedule** for which **We** have agreed to accept and for which **You** have paid or agreed to pay a premium.

Permitted Drivers

Any person who is described in the **Certificate of Motor Insurance** as a person entitled to drive, providing they are not excluded from driving by any **Endorsement**, that they hold a valid driving licence and are not disqualified from driving and are driving **Your Vehicle** with **Your** permission

Personal Belongings

Certain property in **Your Vehicle**, which **You** wear or **Use** in everyday life which belongs to **You** or anyone driving or travelling in **Your Vehicle**. Section 5 – '**Personal Belongings**' sets out the cover limits which apply, and the items or **Personal Belongings** which are not covered.

Policy

This document, **Your Schedule** of Insurance, **Statement of Facts**, **Certificate of Motor Insurance**, Employers Liability Certificate and any **Endorsements** or warranties attached or issued forms this contract of motor insurance.

Policyholder / Policyholders

The person(s) or company shown in the Schedule as the **Policyholder**, Proposer, Business Partner or Director.

Proposal Form / Statement of Facts

The documents filled in by **You**, or on **Your** behalf by **Your Insurance Agent**, or someone else, and all other information **You** gave and declarations made at the time the insurance was arranged and upon which **We** have relied when agreeing to offer this contract of motor insurance. If **You** do not give **Us** full information at the start, and tell **Us** about changes, this contract of motor insurance may no longer be valid and **We** may refuse to deal with any claim.

Schedule

The document containing details of:

- **You**;
- All **Permitted Drivers**;
- The purpose for which **Your Vehicle** can be **Used**;
- The cover applicable;
- The **Period of Insurance**;
- Other important information in relation to **Your** insurance.

SD&P or Social, Domestic & Pleasure only

This covers **You** and any **Permitted Driver** for normal day to day driving, such as driving to visit family or friends, or shopping. This excludes driving to / from work.

SD&P inc. Commuting

This covers **You** and any **Permitted Driver** for **SD&P** and to travel to / from one permanent place of work (including part of a journey to work such as driving to a train / bus station).

SD&P inc. Class 1 Business Use - (by You only)

This covers **You** and any **Permitted Driver** for **SD&P inc. Commuting**, in addition this cover allows only **You** to **Use Your Vehicle** in connection with **Your** respective occupation, including carriage of own goods, but excludes **Use** for hire & reward and commercial travelling (delivery of goods, services and door to door selling).

SD&P inc. Class 2 Business Use - (for any Permitted Driver)

This covers **You** and any **Permitted Driver** for **SD&P inc. Commuting** and to use **Your Vehicle** in connection with the **Business** of the **Policyholder**, including carriage of **Policyholders** goods, but excludes **Use** for hire & reward and commercial travelling (delivery of goods, services and door to door selling).

SD&P inc. Class 3 Business Use – (Commercial Travelling)

This covers **You** and any **Permitted Driver** for **SD&P inc. Commuting** and to use **Your Vehicle** in connection with the **Business** of the **Policyholder** and includes **Use** whilst **Your Vehicle** is engaged in commercial travelling (delivery of goods, services and door to door selling). Hire & reward is excluded unless specifically endorsed on **Your Schedule**.

Standard Accessory / Accessories

Accessories made available for the vehicle by the manufacturer as optional extras and for which a receipt must be provided. **Standard Accessories** do not include modifications to **Your Vehicle** or any other accessory fitted to it not provided by the vehicle manufacturer.

Use / Used

The **Use** of **Your Vehicle** as described on **Your Schedule** under 'Limitations as to **Use**' and any **Endorsements**.

Voluntary Excess

The amount chosen by **You** towards the cost of any claim if **Your Vehicle** is stolen or damaged, whether or not the incident giving rise to the claim is **Your** fault. This is in addition to any other **Excess** stated.

We / Us / Our

The **Insurer** specified on **Your Schedule** or **Ark Commercial Motor**.

You / Your

The person or persons, company or trading name (including subsidiary companies) named as the Insured or **Policyholder** in the **Schedule**.

Your Vehicle

The vehicle bearing the registration mark shown in the **Schedule**, and for which **You** have a **Certificate of Motor Insurance**.

Making a Claim

These guidelines are for **Your** assistance but do NOT form part of the **Policy** terms and conditions, which should prevail in the event of any confusion or inconsistency.

If **You** are involved in an accident the following actions are required by law:

- **You** must stop. It is an offence not to do so;
- **You** must provide details of **Your** name, address, vehicle and **Your Insurer** to anyone involved in the accident;
- If anyone is injured, **You** must show **Your Certificate of Motor Insurance** to the Police or other party. If **You** are unable to notify the Police at the time of the accident, **You** must report it to them as soon as possible and in any case within 24 hours.

If at any time **You** have to make a claim, **We** will make the process as quick and easy as possible. Firstly check that the loss or damage is covered by **Your Policy** by referring to the **Schedule** and relevant **Policy** Section. **You** should obtain as much information as **You** can regarding the incident such as full details of other drivers and witnesses together with the make, model and registration numbers of other vehicles involved. It is also advisable to take note of the number of passengers in any other vehicle, draw a plan of the incident or take photographs of the scene including the position and direction of other vehicles and any applicable road signs.

For immediate help and advice call **Our** Claims Helpline and quote **Your Policy** number (as shown on **Your Schedule** and **Certificate of Motor Insurance**). For **Our** joint protection, telephone calls may be recorded and / or monitored.

CLAIMS LINE: **0800 8250081**

WINDSCREEN AND GLASS CLAIMS: **0800 8250082**

You will be asked to do the following:

- supply as much information as **You** can regarding the incident. **You** will be required to complete in full a Motor Accident or Motor Theft claim form;
- forward any communication **You** receive in connection with the incident immediately. **You** must not admit liability or attempt to deal with any correspondence yourself;
- forward a copy of **Your** current driving licence.

If **Your Policy** covers damage as a result of accident, fire or theft the Helpline service will direct **You** to one of **Our** approved repairers. **You** have no authority to authorise any repairs. If **We** agree that **You** can use **Your** own repairers **We** will need **You** to supply three detailed estimates for **Us** to consider. If **You** decide not to use one of **Our** approved repairers, then an additional **Excess** of £250 may be charged. This **Excess** will apply in addition to any other **Excesses** under **Your Policy**. **Ark** cannot guarantee the provision of a courtesy vehicle or quality of repair from a non-approved repairer.

You must pay any **Excess** shown in this **Policy** booklet and on **Your Schedule** together with any applicable **Endorsement**. Any claim may affect **Your** No Claim Discount entitlement if applicable.

If the windscreen or windows of **Your Vehicle** are damaged **You** should call **Our** Windscreen Claims line and quote **Your Policy** number (as shown on **Your Schedule** and **Certificate of Motor Insurance**), **We** will direct **You** to one of **Our** approved suppliers. If the glass is repaired rather than replaced, **You** will not have to pay the **Excess** applicable.

How We will deal with Claims to comply with The Insurance Act 2015

Claims where **You** have not disclosed or **You** have misrepresented but **We** deem this was not deliberate or reckless:

- Where a higher premium would have been charged, **We** will reduce the amount of the claim settlement proportionate to the premium we would have actually charged had the circumstances been disclosed;
- Where additional terms would have been imposed by **Us** (other than terms relating to premium), we will consider the insurance contract on the basis that those different terms had applied from the date of the breach of duty;
- Where **We** would not have entered into the insurance contract at all we can treat the insurance as void and cancel your policy as if it never existed from inception and refuse to pay all claims.
- We will return the premium **You** have paid to **Us** unless there is another reason why **We** should retain it.

See Cancellation section of your policy.

Claims where **We** deem the misrepresentation or non-disclosure to be deliberate or reckless:

- **We** will have the option to treat the insurance as void (we can cancel your policy from inception and treat the insurance as though it had never existed).
- **We** can retain the full premium even if **You** have not paid us the premium in full we shall be entitled to collect it from **You**.

Please refer to the **General Conditions** and **General Exclusions**.

GENERAL CONDITIONS

These **General Conditions** apply to the whole **Policy**.

1. Care of Your Vehicle

You must have a valid MOT certificate if by reason of its age **Your Vehicle** requires one. **You** or any person covered by this **Policy** must at all times take all reasonable steps to protect **Your Vehicle** from loss, damage or incurring liability. **Your Vehicle** must be maintained in an efficient and roadworthy condition and **You** must allow **Us** free access to examine **Your Vehicle** at any reasonable time.

2. Cancellation

Upon the cancellation of a **Policy** after **Your** instruction the current **Certificate of Motor Insurance** must be returned to **Us**. In any event **Your Vehicle(s)** covered under this **Policy** will be removed from the MID.

We or our duly authorised agent may cancel this insurance by giving not less than seven days' notice from the date of the despatch of a letter to **You** last known address. In that event we will return the premium less the proportionate part corresponding to the period the **Policy** has been in force, as long as **You** or someone else has not had any incidents which could give rise to a claim under this **Policy**. If **You** default under a credit agreement to pay the premium the **Policy** will be cancelled from the date of default. We reserve the right to recover any balance due.

We will work out any premium **You** owe by charging **You** for the time **You** have been covered by this insurance **Policy** using the short period rates below. In all cases, **You** must return the **Certificate of Motor Insurance** to **Your Insurance Agent** as soon as **You** receive notice of cancellation. We will not pay any refund until we receive the **Certificate of Motor Insurance**.

You can cancel this **Policy** by returning the current **Certificate of Motor Insurance** and sending seven days' notice in writing **Your Insurance Agent**. In that event and subject to no claim during the current **Period of Insurance** we will return the premium after deduction of premium using the short period rates below, for the period the **Policy** has been in force unless this is amended by endorsement to **Your Schedule**:

Policy Period	Amount of premium You pay
Up to one month	30%
Up to two months	40%
Up to three months	50%
Up to four months	60%
Up to five months	70%
Up to six months	80%
Up to seven months	90%
Over seven months	Full premium to be paid

We will not refund any premium if this **Policy** is cancelled following a claim whether settled or not.

3. Fraudulent Claims

We will not pay claims where **You** have committed fraud in relation to a claim on this **Policy**. **We** may also cancel the **Policy** and any other policies you have with **Us**, from the date the fraud occurred.

We may also choose not to refund the premium on the basis of fraud, this will depend on the specific circumstances of the claim.

It is important that **You** check **Your** records for the information **You** have provided and notify **Us** immediately of any changes to these details. Failure to provide accurate and complete information to the best of **Your** knowledge may result in increased premiums, refusal of a claim or **Your Policy** being cancelled.

4. Underinsurance / Other Insurance

Other than Exclusions detailed in Section 1 (b) and Section 5 (f) if at any time a claim arises and there is any other insurance covering the same loss, damage or liability, **We** will not pay more (except under Section 6. 'Personal Accident Benefits') than **Our** rateable proportion of any loss, damage, compensation costs or expense.

This condition will also apply if the sum insured of **Your Vehicle** is lower than the **Market Value**, in this instance **You** will be considered as **Your own Insurer** and **We** will only pay **Our** rateable proportion of the sum insured.

5. Duty of Disclosure and Observance of Terms and Conditions

We will only provide the cover described in this **Policy** if:

- (a) The answers in the original **Proposal Form / Statement of Facts** and / or any subsequent declaration supplied to **Us** or **Your Insurance Agent** are complete and accurate to the best of **Your** knowledge;
- (b) The **Policy** terms, limitations, conditions and **Endorsements** are observed by the person claiming **Indemnity**.

6. Administration Fee

If **You** make an alteration to this **Policy** or request duplicate documents, **Ark** will charge an administration fee of £15.

7. Arbitration

If liability is otherwise admitted and there is any dispute about the amount to be paid under this **Policy**, then the matter will be referred to an arbitrator who is acceptable to **You** and **Us** under the legal rules governing arbitration. When this happens the arbitrator must make a decision before **You** can start proceedings against **Us**.

8. Claims

If any accident, injury, loss or damage occurs, **You** must:

- (a) report it to **Us**, providing full details, as soon as **You** are aware and in any case within fourteen days. Failure to do so may invalidate **Your** claim;
- (b) send every letter, claim, writ, summons, process or other communication relating to the incident to **Us** unanswered immediately;
- (c) provide details, as soon as **You** are aware, of any civil or criminal proceedings, inquest or fatal accident inquiry;
- (d) not admit liability, deny, negotiate or settle a claim without **Our** written consent;
- (e) complete a claim form and provide all reasonable assistance to **Us**. If **You** fail to do this then **We** may not deal with **Your** claim.

It is **Your** responsibility and the onus rests with **You** to prove the circumstances surrounding any indemnified event should **We** require **You** to do so and assist **Us** with the processing of a claim. Failure to do so may invalidate **Your** claim.

We have full discretion over the management of proceedings and settlement of claims.

We are entitled to:

- (a) take over and conduct in **Your** name, or in the name of any person insured, the defence or settlement of any claim; and
- (b) take legal action over any claim and take over and conduct proceedings in **Your** name or in the name of any person insured, to get back any money **We** have paid under this **Policy**.

There is no refund of premium should a claim be notified, additionally any outstanding premium would become immediately due and payable so **Your** claim could be settled.

We will not pay the VAT element of any claim if **You** are registered for VAT. Any payment **We** make to **You** will be less VAT and any VAT charged by a repairer will be required to be paid direct when **You** collect **Your Vehicle** if **You** are registered for VAT. Any amount **We** pay to any repairer in respect of a claim under this **Policy** in relation to the VAT element of the total cost will need to be refunded to **Us** if **You** are registered for VAT.

9. Rights of Recovery

If **We** are obliged under the law of any country which this insurance covers to pay an amount which under this **Policy** that liability would not have existed otherwise, **We** reserve the right to recover the amount and any associated costs, should it not be immediately repaid by **You** to **Us**.

If in the event of a claim whereby a recovery is paid to **You** from a third party for costs which **We** have incurred on **Your** behalf or if any money is paid to **You** by mistake, **We** reserve the right to recover the amount and any associated costs, should it not be immediately repaid by **You** to **Us**.

10. Contracts (Rights of Third Parties) Act 1999

A person or company who was not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

11. Joint Indemnity / Cross Liability

If this **Policy** is issued in the name of more than one party, in the event of a claim the cover provided by this **Policy** shall apply as if separate policies had been issued to each of the parties jointly named as the insured but **Our** total liability for all claims shall not exceed the limits of **Indemnity** stated in this **Policy**.

12. Premium Payment

You must pay the premium for the contract of motor insurance or any **Endorsement** attaching to **Your** contract when due. If the premium for the contract of motor insurance or **Endorsement** is payable by instalments then each instalment shall be paid when due or where a notice has been issued requiring the outstanding amount must be paid by a specific date, then such payment is made by that date. If **You** do not pay the premium when due **You** could make **Your** contract of motor insurance invalid and / or affect how **We** pay a claim.

GENERAL EXCLUSIONS

These **General Exclusions** apply to the whole **Policy**.

The **Insurer** will not indemnify the **Policyholder** for:

1. Use and Driving

Any liability for accident or injury, loss or damage occurring while any motor vehicle insured by this **Policy** is being:

- (a) **Used** for any purpose not permitted as detailed on the **Schedule** (under Limitations as to **Use**) and specifically excludes being **Used** for any rally, race, competition, trial, speed or endurance test or being driven on a motor sport circuit;
- (b) driven or in the charge of any person not described in the **Certificate of Motor Insurance** and detailed on the **Schedule** as a person entitled to drive as a **Permitted Driver**;
- (c) driven or in the charge of **You** or any person with **Your** permission who does not hold a valid licence to drive such a motor vehicle or who has been disqualified from driving or is driving against medical advice;
- (d) driven or in the charge of **You** or any person with **Your** permission covered under this insurance who is involved in an accident whilst in a state of **Intoxication**, the cover **We** provide for that accident is limited to the minimum needed to meet the relevant law. If **We** initially pay in part or the whole amount of the claim **You** must immediately repay to **Us** that amount;
- (e) driven or in the charge of any person who does not comply with the terms and conditions of the driving licence held or is not licenced to drive a vehicle of that category/type;
- (f) driven or in the charge of any person who does not meet all the conditions described in the **Endorsements on Your Schedule** and all the **General Conditions** in this **Policy**;
- (g) driven with an insecure load or number of passengers which is unsafe or exceeding the seating capacity of the vehicle;
- (h) towing a trailer which is unsafe or has an insecure load or towing more trailers than the law allows;
- (i) **Used** to carry any load, which is more than the vehicle was constructed to carry and more than the specified maximum capacity;
- (j) **Used** or driven in or on that part of any airport, aerodrome, airfield or military base which is restricted as **Used** for the take-off and landing of aircraft, including the movement of aircraft on the ground and aircraft parking aprons and the associated service roads, refuelling areas and ground equipment parking areas;
- (k) **Used** for any purpose where **Your Vehicle** is not fully licenced by the relevant authorities;
- (l) **Used** other than on land (Terra Firma);
- (m) **Used** to transport any hazardous goods including explosives or ammunition, radioactive or bio-chemicals, toxic or corrosive substances, combustible substances, gases or fuel except fuel held in tanks installed by the vehicle manufacturer.

Or

- (n) Any liability, loss or damage caused by explosion, sparks or ashes from **Your Vehicle**, or from any trailer or machinery attached to, or detached from it.

- (o) Any liability, loss or damage that occurs outside the **Geographical Limits** other than where the Insurer has agreed to provide cover (see Driving Abroad Section 11).
- (p) Any loss to the Policyholder(s), arising directly or indirectly as a consequence of any accident, damage or Injury, unless specifically covered by a Section of this Policy.
- (q) being driven in an unsafe, unroadworthy or damaged condition or does not have a valid MOT certificate when needed;
- (r) Direct or indirect loss, damage or liability caused by or contributed to or arising from;
 - a. earthquake
 - b. the carriage of any dangerous substances or goods for which the Policyholder needs a Licence from the relevant authority (except where the Insurer needs to provide cover to meet the minimum insurance required by the relevant law).

2. **Liability which results from an Agreement**

Any liability accepted by agreement or contract unless that liability would have existed otherwise.

3. **Radioactive Contamination and Sonic Bangs**

Loss of or destruction or damage to any property or any resulting loss or expense or any loss of **Use** or any legal liability directly or indirectly caused by or arising from:

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (c) any weapon of war employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter;
- (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

4. **War Risks, Riot and Civil Commotion or Forces of Nature**

Any consequence of:

- (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
- (b) abandonment and / or permanent or temporary dispossession resulting from detention, confiscation, seizure, restraint, commandeering, nationalisation, appropriation, destruction or requisition by order of any government de jure or de facto or by any public authority;
- (c) mutiny, civil commotion, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;
- (d) any act, including but not limited to labour disturbance, lock-out, riot or strike, which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any state or government, or any political or local authority, or for the purpose of imposing fear in the public or any Section thereof;

- (e) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clauses (d) above;
- (f) plundering, looting, war, pillage in connection with civil commotion or any of the activities referred to in clause (d) above;
- (g) earthquake or other convulsion of nature.

Except where it is necessary to meet the requirements of any law relating to compulsory insurance.

5. Terrorism

Any injury, loss, damage or liability which is directly or indirectly caused by terrorism, except where it is necessary to meet the requirements of any law relating to compulsory insurance. Terrorism means any act or the use or threat of force which (including but not limited to):

- (a) endangers the life of a person or persons or involves serious violence against a person or persons;
- (b) involves damage to property;
- (c) creates a serious risk to the health and safety of the public or to any member of the public;
- (d) interferes with or disrupts any electronic or satellite system; or
- (e) involves the use of firearms, explosives, biological, chemical, nuclear or other weapons;

and which is committed by a person or group of people, whether acting alone or in connection with any organisation or government, for political, religious, or ideological purposes and / or to influence any government or to put any member of the public in fear.

6. Pollution

Any injury, loss, damage or liability of any nature whatsoever which is directly or indirectly caused by pollution or contamination except where it is necessary to meet the requirements of any law relating to compulsory insurance.

7. Jurisdiction

Any proceedings brought against the Policyholder or judgment passed in any court outside the Geographical Limits unless the proceedings or judgment arise out of an Insured Vehicle being used in a foreign country which the Insurer has agreed to extend this insurance to cover.

8. Confiscation

Any loss or damage caused by confiscation, seizure or destruction of **Your Vehicle**, attempted or otherwise.

9. Consequential Loss

Any consequential loss or expense which is directly or indirectly caused by loss or damage to property.

10. Change of Ownership

Any injury, loss, damage or liability after the sale of **Your Vehicle**. When **Your Vehicle** is sold all cover automatically ceases and **You** must inform **Us** immediately of the sale.

11. Asbestos

Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.

12. Transmission and Distribution Lines

All transmission and distribution lines, including wires, cables, poles, pylons, standards, towers, other support structures and any equipment of any type which may be attendant to such installations of any description for the purpose of transmission and distribution of electric power, telephone or telegraph signals, and all communication signals whether audio or visual.

This exclusion applies both to physical loss or damage to the equipment and all business interruption, consequential loss and / or other contingent losses related to transmission and distribution lines.

Except where it is necessary to meet the requirements of any law relating to compulsory insurance.

Section 1. Liability to Third Parties

1. Cover provided for You

In the event of an accident involving **Your Vehicle** and / or an attached trailer, including loading or unloading (directly from **Your Vehicle**) that results in a claim or a series of claims arising from one event **We** will indemnify **You** against legal liability for damages and claimants' costs and expenses:

- (a) for death or bodily injury to any person including any passenger – Unlimited **Indemnity**;
- (b) for damage to property as specified in **Your Schedule of Insurance** up to a maximum £5,000,000;
Important – The above limit of **Indemnity** is the maximum **Indemnity** offered (in the aggregate) under this **Policy** for a single event regardless of the number of indemnified claimants.

You are not covered under this **Policy** to drive any other vehicle unless the effective **Schedule** permits **You** by way of **Endorsement**, if so, **We** will extend this Section to cover **You** whilst **You** are driving any other vehicle that **You** do not own, have not hired under a hire purchase agreement or leased under a leasing agreement. This extension does not apply outside the area described in Section 8. '**Geographical limits**' of this **Policy**. The cover provided by this extension is limited to liabilities to third parties only.

2. Cover provided for Other People

We will also cover:

- (a) any person entitled to drive by the effective **Certificate of Motor Insurance** and detailed on the **Schedule** that is driving **Your Vehicle** with **Your** permission;
- (b) any passenger travelling in or getting into or out of **Your Vehicle**, the **Use** of which is insured by this **Policy** and that passenger having been permanently travelling in a dedicated seat purpose built by the vehicle manufacturer;
- (c) the legal personal representatives of any deceased person **We** cover under this motor **Policy** in respect of legal liability incurred by the deceased person.

3. Costs and Expenses

In the event of an accident involving **Your Vehicle**, the **Use** of which is insured by this **Policy**, at **Our** sole discretion **We** will pay, subject to **Our** written consent:

- (a) fees for any solicitor appointed by **Us** for representation at any coroner's inquest, fatal accident inquiry or court of summary jurisdiction.
- (b) the costs of legal services arranged by **Us** for defending a charge of manslaughter or causing death by dangerous or careless driving.
- (c) any other costs and expenses **We** have agreed to in writing.

We may, at any time, stop paying the legal costs.

4. Compensation for Court Attendance

In the event of any director, partner, principal or **Employee** attending court as a witness at **Our** request in connection with any claim made against **You**, **We** will provide compensation to **You** up to a maximum of £250 per day for which attendance is required, up to a maximum of £2,500.

5. Emergency Treatment Fees

We will pay for emergency treatment fees as required by the Road Traffic Act as a result of an accident involving **Your Vehicle**. **We** will not pay any amount that is more than the compulsory fee. Any payment made will not be regarded as a claim for the purposes of 'Section 10. No Claim Discount'.

6. Cross Liabilities

You and each subsidiary company shall be deemed third parties to one another in respect of claims under this Section of the **Policy**.

Exclusions to Section 1

What is not covered:

- (a) Any person driving **Your Vehicle** whilst disqualified from driving or has not held a driving licence or is not conforming with the terms and limitations of their driving licence or is prevented by law from holding one.
- (b) Anyone who is insured more specifically under any other insurance.
- (c) Anyone who is excluded from driving by an **Endorsement**, exclusion or condition applying to this **Policy**.
- (d) Death or injury to the driver or person in charge of **Your Vehicle**, or any person being carried in or on, or getting on to or off, or getting into or out of a trailer attached or vehicle being towed by **Your Vehicle**.
- (e) Loss or damage to property or goods owned by or in the custody or control of **You**, the person driving or any passengers, or being carried in or on any trailer or vehicle being towed.

- (f) Loss or damage caused to any bridge, weighbridge, viaduct, road or other surface over which **Your Vehicle** is driven, or anything under the surface caused by the weight or vibration of **Your Vehicle** or its load.
- (g) Loss, damage or liability caused by pollution or contamination as a result of any load seeping from **Your Vehicle** or any load spilling from, or shifting in **Your Vehicle**.
- (h) Legal liability when **You** are towing any caravan, trailer or vehicle for profit.
- (i) Liability for death, injury or damage when **Your Vehicle** is not on a public road and is in the process of being loaded or unloaded by any person than the driver or attendant of **Your Vehicle**.
- (j) Liability for death, injury or damage resulting from using **Your Vehicle**, or of machinery attached to it, as a tool of trade;
- (k) Loss, damage, injury or liability resulting from anything sold, transported or supplied by **You** or on **Your** behalf.
- (l) Any liability that is not required to be covered under the terms of the Road Traffic Act whilst **You** are loading or unloading directly from **Your Vehicle**.
- (m) Liability for death of or injury to any person arising out of or in the course of their employment.
- (n) Loss or damage to **Your Vehicle**, trailer or vehicle being towed.

Section 2. Loss or damage by Fire or Theft

We will cover **Your Vehicle** and / or its **Standard Accessories** for loss or damage, whilst in or on **Your Vehicle**, by:

1. fire, lightning or explosion;
2. theft, attempted theft or if taken without lawful authority.

Excess

You will be responsible for the first amount of any claim as detailed on **Your Schedule of Insurance** under this Section. This **Excess** is in addition to any other **Excesses** that may apply.

In Car Entertainment

We will pay for radio, CD / DVD players, in-built satellite navigation equipment and ancillary equipment permanently fitted to **Your Vehicle**. The most **We** will pay for any one claim is:

£500 if **Your** cover is Comprehensive.

£250 if **Your** cover is Third Party Fire and Theft.

If **We** deal with **Your** claim for loss or damage to **Your Vehicle** on a total loss basis, **We** will not make any additional payment in respect of permanently fitted radio, cassette or compact disc players.

Method of Claims Payment

We will:

- (a) at **Our** sole discretion, decide whether to pay for repair or replacement of **Your Vehicle**, part, unit or accessory or make cash settlement based on the **Market Value** of **Your Vehicle**, or the replacement value of any part, unit or accessory at the time of loss or damage, plus a reasonable allowance for the cost of fitting. Please note **We** may choose to **Use** a suitable part or accessory not supplied by the original manufacturer;
- (b) if **Your Vehicle** is disabled due to damage covered by this Section, pay the cost of protecting and removing **Your Vehicle** to the nearest repairer, but not exceeding £100 for each and every claim;
- (c) where the loss or damage to **Your Vehicle** occurs within one year of the date of first registration as new in **Your** name, and subject to availability, replace it with a new vehicle of the same make and model provided that the loss or damage exceeds 60% of its list price (including vehicle tax and VAT) at the time of occurrence, and that the recorded mileage of **Your Vehicle** had not exceeded 5,000 miles at the time of the loss. **Your Vehicle** will become **Our** property. If a vehicle of the same make, model and specification is not readily available in the United Kingdom, the most **We** will pay is the **Market Value** of **Your Vehicle** at the time of loss or damage;
- (d) if **We** make a cash settlement where **Your Vehicle** is stolen and subsequently found or where **Your Vehicle** is a total loss any salvage automatically becomes **Our** property;
- (e) if **Your Vehicle** is a total loss, put it in free and safe storage until **We** settle **Your** claim;
- (f) deduct the **Excess** shown for this Section on **Your Schedule** and any applicable **Endorsement**.

In the event of theft, **Your Vehicle** must be missing for at least thirty days from the time the Police were notified before **We** consider **Your** claim. **You** must also send **Us** the **Certificate of Motor Insurance**, the Vehicle Registration document and MOT Certificate if **Your Vehicle** needs one, keys and any other documents **We** ask for before **We** pay **Your** claim.

If **Your Vehicle** has an **Interested Party** or is the subject of a hire purchase or leasing agreement, bill of sale or other encumbrance the claim payment for total loss or destruction will be made to the legal owner, which will be a complete discharge of **Our** obligation under this Section.

If **You** are paying by instalments and **We** settle a claim under this Section all outstanding premium will be deducted from the claims settlement.

You must pay any **Excess** direct to the repairer when **You** collect **Your Vehicle**.

Exclusions to Section 2

We will not pay:

- (a) more than the **Market Value** of any part, unit or **Standard Accessory** including their reasonable costs of fitting and in any event not more than the **Market Value** of **Your Vehicle** or **Your** estimate of **Your Vehicle** value shown in the **Schedule**, whichever is the lesser;
- (b) more than the manufacturer's latest list price for any part, unit or **Standard Accessory** of **Your Vehicle** should such part, unit or accessory not be readily available in the United Kingdom, plus any

reasonable cost of shipment (not by air), import duty and a reasonable allowance for the cost of fitting;

- (c) for loss of earnings, loss of **Use of Your Vehicle** or other expenses;
- (d) for wear and tear, depreciation or that part of the cost of repair that improves **Your Vehicle** beyond its condition before the loss or damage occurred;
- (e) for mechanical, electrical or electronic breakdowns, failures or breakages;
- (f) for loss or damage to music media, phones or phone equipment, television equipment or two-way radio transmitters or receivers, satellite navigation equipment or accessories, whether permanently fitted or not, that are not **Standard Accessories**;
- (g) any amount above the limit stated above for fitted 'In Car Entertainment' equipment;
- (h) for loss or damage to **Personal Belongings** unless Section 3 'Accidental Loss Or damage (Excluding Fire Or Theft)' is operative;
- (i) for loss or damage to any samples, goods, documents, tools of trade or machinery;
- (j) for loss or damage resulting from using **Your Vehicle**, or of machinery attached to it, as a tool of trade;
- (k) for loss of value following repair;
- (l) for the cost of repairing or renewing areas which were not damaged in the incident for which **You** are claiming;
- (m) for loss or damage to **Your Vehicle** where possession of it is gained by deception, fraud or trickery;
- (n) any storage charges unless **You** tell **Us** about them and **We** agree in writing to pay for them;
- (o) for any loss or damage to a vehicle which is not **Your Vehicle** or for loss or damage caused deliberately by **You** or any person driving or using **Your Vehicle** with **Your** permission.
- (p) For any additional damage resulting from **Your Vehicle** being moved by **You** after an accident, fire or theft.
- (q) for loss or damage arising from theft or attempted theft if the ignition or immobiliser keys / control of **Your Vehicle** have been left in or on **Your Vehicle**;
- (r) Keys, remote control or security devices (whether lost or stolen) unless **You** have elected for cover under 'Section 12. Optional Extensions' number (iii).
- (s) for loss or damage arising from theft or attempted theft while any window is left opened or if any door is not locked;
- (t) any amount above £2,000,000 arising out of a single incident at one location owned or occupied by **You**;
- (u) for any **Policy Excess** applicable.

Section 3. Accidental Loss or damage – (applicable to Comprehensive cover only)

We will cover **Your Vehicle** and / or its **Standard Accessories** whilst in or on **Your Vehicle**, for loss or damage, except by the perils defined in Section 2. 'Loss or damage by Fire or Theft'.

Excess

You will be responsible for the following **Policy Excesses** depending on the experience and age of the person driving or in charge of **Your Vehicle**:

Drivers	Amount You Pay
Under 21 years old	£750
Ages 21-24	£500
Age 25 and over	£250 unless otherwise stated on Your Schedule

All drivers who hold a Provisional or Full driving licence to legally drive **Your Vehicle** type for less than 2 years will be responsible for an **Excess** of £250 IN ADDITION to the above applicable **Excess**.

These **Excesses** are IN ADDITION to any other **Excess** shown for this Section in the **Schedule** and any applicable **Endorsement**.

Method of Claims Payment

We will:

- (a) at **Our** sole discretion, decide whether to pay for repair or replacement of **Your Vehicle**, part, unit or accessory or make cash settlement based on the **Market Value** of **Your Vehicle**, or the replacement value of any part, unit or accessory at the time of loss or damage, plus a reasonable allowance for the cost of fitting. Please note **We** may choose to **Use** a suitable part or accessory not supplied by the original manufacturer;
- (b) if **Your Vehicle** is disabled due to damage covered by this Section, pay the cost of protecting and removing **Your Vehicle** to the nearest repairer, but not exceeding £100 for each and every claim;
- (c) where the loss or damage to **Your Vehicle** occurs within one year of the date of first registration as new in **Your** name, and subject to availability, replace it with a new vehicle of the same make and model provided that the loss or damage exceeds 60% of its list price (including vehicle tax and VAT) at the time of occurrence, and that the recorded mileage of **Your Vehicle** had not exceeded 5,000 miles at the time of the loss. **Your Vehicle** will become **Our** property. If a vehicle of the same make, model and specification is not readily available in the United Kingdom, the most **We** will pay is the **Market Value** of **Your Vehicle** at the time of loss or damage;
- (d) if **We** make a cash settlement where **Your Vehicle** is stolen and subsequently found or where **Your Vehicle** is a total loss any salvage automatically becomes **Our** property.
- (e) if **Your Vehicle** is a total loss, put it in free and safe storage until **We** settle **Your** claim;
- (f) deduct the **Excess** shown for this Section on **Your Schedule** and any applicable **Endorsement**.

If **Your Vehicle** is the subject of a hire purchase or leasing agreement, bill of sale or other encumbrance the claim payment for total loss or destruction will be made to the legal owner, which will be a complete discharge of **Our** obligation under this Section.

If **You** are paying by instalments and **We** settle a claim under this Section all outstanding premium will be deducted from the claims settlement.

You must pay any **Excess** direct to the repairer when **You** collect **Your Vehicle**.

Exclusions to Section 3

We will not pay any loss of damage described in Exclusions to 'Section 2. Loss or damage by Fire or Theft'.

We also do not cover the following:

- (a) for damage to tyres by braking, punctures, cuts or bursts;
- (b) for loss or damage caused by pot holes, uneven road or poorly maintained roads surfaces;
- (c) for loss or damage to **Your Vehicle** being filled with the wrong fuel;
- (d) for loss or damage from overloading or using / maintaining **Your Vehicle** outside of the manufacturer's guidelines;
- (e) damage caused by frost, unless **You** have taken reasonable care to stop the damage happening and have followed the manufacturer's instructions to avoid liquid freezing in **Your Vehicle**;
- (f) any amount above £2,000,000 arising out of a single incident at one location owned or occupied by **You**;
- (g) for loss or damage more specifically covered under Section 2. 'Loss or damage by Fire or Theft 'or Section 4. 'damage to Windscreen and Windows'.

Section 4. damage to Windscreen and Windows – (applicable to Comprehensive cover only)

If the windscreen or windows of **Your Vehicle** are accidentally damaged **We** will pay for:

- (a) the repair of the damaged glass; or
- (b) the replacement of the damaged glass; and
- (c) any scratching of the bodywork to **Your Vehicle** caused solely by this accidental damage.

up to a maximum sum insured detailed on **Your Schedule**.

Important – The detailed limit of **Indemnity** on **Your Schedule** is the maximum **Indemnity** offered (in the aggregate) under this **Policy** for a single event or a series of events in any one **Period of Insurance**.

Exclusions to Section 4

We will not pay:

- (a) the **Excess** amount detailed on **Your Schedule** if the glass is replaced and not repaired;
- (b) for the sunroof of **Your Vehicle** which will be covered by Section 3. 'Accidental Loss or damage (Excluding Fire or Theft)' if the Section is operative as per **Your Schedule**.

Your No Claim Discount will not be affected by a claim under this Section.

Section 5. Personal Belongings - (applicable to Comprehensive cover only)

We will cover **Personal Belongings** which are in **Your Vehicle** and are lost or damaged by accident, fire or theft. The most **We** will pay is £300 for any one claim.

Exclusions to Section 5

We will not pay:

- (a) for money, stamps, tickets, documents, or securities;
- (b) for goods, samples or tools carried in connection with any trade or business;
- (c) for theft of **Personal Belongings**, unless contained in a locked vehicle;
- (d) for any personal audio equipment, telephone equipment including mobile phones, two-way radios, computer equipment, removable satellite navigation equipment or television sets;
- (e) for any CDs, DVDs or removable storage devices or media;
- (f) for property insured under any other insurance.

Section 6. Personal Accident Benefits – (applicable to Comprehensive cover only)

If **You** or a **Permitted Driver** are injured or die within three months of an accident in **Your Vehicle**, and provided the accident was the only cause of the injury or death, **We** will pay the injured person, or their legal representative £2,500 in the event of:

- (a) death;
- (b) the loss by severance at or above the wrist or ankle of one or more limbs;
- (c) permanent blindness in one or both eyes.

Important – The above limit of **Indemnity** is the maximum **Indemnity** offered (in the aggregate) under this **Policy** during the **Period of Insurance**.

Exclusions to Section 6

We will not pay:

- (a) for anyone who is less than 18 years of age or 70 years or older at the time of the accident;
- (b) under more than one of **Our** motor policies if **You** and / or **Your** spouse is the holder of any other motor insurance **Policy** issued by **Us** for a motor vehicle;
- (c) for death or bodily injury caused by suicide or attempted suicide;
- (d) for any person claiming benefit under Section 1. 'Liability to Third Parties'.
- (e) for any person failing to keep to the law regarding the **Use** of seat belts.

Section 7. Medical Expenses - (applicable to Comprehensive cover only)

We will refund up to £150 per person for any medical expenses paid if **You** or **Your** passengers are injured as a direct result of an accident involving **Your Vehicle**. This cover is in addition to the compulsory Emergency Medical Treatment fee (see Section 1).

Section 8. Geographical Limits

England, Wales, Scotland and Northern Ireland.

Section 9. Claims Club Service (Uninsured Loss Recovery)

The **Policy** provides a claims and accident management helpline accessible 24-hours a day 7 days a week with operators providing specialist advice and assistance following a non-fault motor accident.

We provide specialist advice and assistance in the recovery of vehicle repair costs, alternative vehicle transport costs, loss of earnings, travel expenses, **Excesses**, towing and storage costs, damage to personal effects and personal injury compensation.

Should anyone be injured or require an urgent replacement vehicle then contact **Us** with the details of the claim without delay.

Section 10. No Claim Discount

N.B. This section will not apply to any fleet **Policy** accepted on a 'Claims Experience' basis as opposed to a 'No Claim Discount' basis applicable to each vehicle.

If this is an annual contract, and **You** do not claim under this **Policy**, have not notified **Us** of any claims which remain outstanding at the renewal date and **You** have had no notification of a claim being made against **You**, **We** will give a discount from **Your** renewal premium.

If the insurance covers more than one vehicle, the No Claim Discount will apply separately for each vehicle.

You cannot transfer **Your** No Claim Discount to anyone else.

We will reduce or remove **Your** No Claim Discount, in accordance with the scale below, if **We** make any payment whatsoever, even if the accident is not **Your** fault, unless **We** get the money back from someone else. **We** may withhold the No Claim Discount in full or part if there are any claims that have not been settled. If **We** recover all **Our** money, or **We** have good reason to believe a third-party claim would be unsuccessful, the No Claim Discount would apply again.

<u>Current NCD (Years)</u>	<u>After 1 Claim (Years)</u>	<u>After 2 Claims (Years)</u>	<u>After 3+ Claims (Years)</u>
1	0	0	0
2	0	0	0
3	1	0	0
4	2	0	0
5+	3	1	0

If **You** have a protected No Claim Discount (shown on the **Schedule**) **We** will not reduce the Discount if **You** do not claim more than twice during three continuous **Periods of Insurance**. The protected No Claim Discount only

applies while **You** are insured by **Us** and cannot be transferred to another **Insurer**. Premiums in future years may still be increased according to the claims history.

Any claim made solely under Section 4. 'damage to Windscreen and Windows' will not affect **Your** No Claim Discount.

Section 11. Driving Abroad

In addition to providing cover within the **Geographical Limits**, this **Policy** in compliance with EU Directives also provides the necessary cover to meet the laws on compulsory insurance of motor vehicles in:

- (a) Any other country which is a member of the European Union; and
- (b) Any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7 (2) of EC Directive 72/166/EC relating to civil liabilities arising out of the use of motor vehicles.

The level of cover provided will be the minimum required to comply with the laws on the compulsory insurance of motor vehicles of the country in which the accident occurs. Where the accident occurs in another EU Member State, if the minimum cover required by the laws of Great Britain is wider than that of such EU Member State, the level of cover provided will be that applicable in Great Britain.

If **You** wish to take **Your Vehicle** abroad – outside of those listed in points (a) and (b) above, a green card will need to be agreed and issued by **Us** prior to the journey. The green card will provide the minimum level of cover required to comply with local laws and will be effective for the period specified in the green card.

If **You** wish to increase cover abroad before travel, from the minimum required to comply with the local laws, to that listed on **Your Schedule**, a foreign use **Endorsement** will need to be agreed and issued by **Us**. Any increase in cover from that required to comply with the local laws is effective for the period specified in the foreign use **Endorsement**.

Where **Your Vehicle** is being **Used** in any country described above in points (a) and (b) or where **We** have issued **You** with a green card, the following covers also apply:

- The transit of **Your Vehicle**, including loading and unloading, between the countries specified, provided such transit is of not more than 65 hours; and / or
- Reimbursement of any customs duty **You** may have to pay on **Your Vehicle** after its temporary importation into any of the countries specified, subject to **Your** liability arising as a direct result of any loss of or damage to **Your Vehicle** which is covered under 'Section 2 - Loss or damage by Fire or Theft', 'Section 3 - Accidental Loss or damage (Excluding Fire or Theft)'; and / or
- General average contributions, salvage and sue and labour charges while **Your Vehicle** is being transported by sea between any of the countries specified provided that loss of or damage to **Your Vehicle** is covered under 'Section 2 - Loss or damage by Fire or Theft', 'Section 3 - Accidental Loss or damage (Excluding Fire or Theft)'.

An administration fee may be charged by **Your Insurance Agent** for the administration in providing **You** with a green card. **We** do not charge for issuing a green card, **We** may however make a charge for any increase in cover, this will be in addition to any administration fee charged by **Your Insurance Agent**.

Additional Information when Travelling Abroad

The following do not form part of **Your Policy**.

- Do take out adequate travel, breakdown and recovery insurance to cover all eventualities, even on a short trip.
- Do not sign an agreed **Statement of Facts** form unless **You** fully understand and agree with its contents. In some countries they are binding agreements of the circumstances of an incident.

Section 12. Optional Extensions - Only applicable if requested and shown as Operative on Your Schedule

(i) Loss of **Use** cover - Only applicable if Section 3 is Operative.

We will pay for:

If a valid claim is made under 'Section 2 - Loss or damage by Fire or Theft' or 'Section 3 - Accidental Loss or damage (Excluding Fire or Theft)' the cover is extended to provide a replacement vehicle should **Your Vehicle** not be roadworthy as a result of the claim.

We will seek to locate an equivalent vehicle on **Your** behalf, the choice of vehicle will be at **Our** sole discretion. Should an equivalent vehicle not be available **We** will advise **You** and at this point **You** will be entitled to a 'cash in lieu' payment of £30 per day.

Maximum number of days (replacement vehicle) in any one claim is detailed on **Your Schedule**.

Maximum number of days (replacement vehicle) in any **Period of Insurance** is 42 in the aggregate.

Exclusions to Section 12 (i)

We will not provide cover:

- (a) Until **We** have received a fully completed signed claim form and written estimate for the repairs from **Our** approved repairer or three detailed estimates from repairers of **Your** choice.
- (b) For loss of **Use** if the claim arises under Section 4. damage to Windscreen and Windows.
- (c) if **You** are entitled to a loss of **Use** recovery from any third party who may be responsible for the loss or damage caused to **Your Vehicle**;
- (d) for any mileage charge, fuel, insurance, **Excess** or other charges associated with the **Use** or running of the hired vehicle;
- (e) once **Your Vehicle** is repaired or claim settled;

subject to all other terms and conditions, exclusions of this **Policy**.

(ii) Lock Replacement (Stolen Key Cover) - Only applicable if shown as Operative on Your Schedule

We will pay for:

Replacement key, lock transmitter or entry card for the keyless entry system of **Your Vehicle** if they are stolen, **We** will pay towards the cost of replacing:

- (a) the door and boot locks;
- (b) the ignition and steering locks;
- (c) the lock transmitter;
- (d) the entry card;

provided that **We** are satisfied that any person who may have the keys, transmitter or entry card knows the identity or location of **Your Vehicle**, and care is taken to safeguard the keys, transmitter or entry card from loss.

We will not pay any amount in excess of £500 any one claim or £1,000 in the aggregate in any one **Period of Insurance**.

Privacy Information Notices & Binding Corporate Rules (QIC)

The below information can also be found at <https://www.qiceuropeltd.com/privacy-notice-bcr/> & <https://www.qiceuropeltd.com/privacy-policy/>

A. General Information

1. Who We Are?

Qatar Reinsurance Company Limited, licensed as a Class 4 reinsurer by the Bermuda Monetary Authority (BMA), is a global multi-line reinsurer writing all major property & casualty and specialty lines of business.

2. Our Addresses

Head office: 71 Pitts Bay Road, Pembroke, HM08, Bermuda Zurich Branch: Bleicherweg 72, 8002 Zurich, Switzerland.

Dubai Branch: Office 211–212, Level 2, Gate Village 4, DIFC, P.O. Box 506752, Dubai, UAE .

Singapore Branch: 138 Market Street, CapitaGreen #24-04A, Singapore 048946.

London Branch: 9th Floor, 71 Fenchurch Street, London EC3M 4BS, United Kingdom.

3. Our Subsidiaries And Affiliates

Qatar Reinsurance Services LLC, 8th Floor, QIC Building, Tamin Street, West Bay Area, P.O. Box 24938, Doha, Qatar.

QIC Europe Limited:

Head office: The Hedge Business Centre, Triq-Rampa Ta' San Giljan, Balluta Bay, St. Julias, STJ1062, Malta.

Italy Branch: QIC Europe Limited, Sede Secondaria Italiana, Foro Buonaparte 70, 20121 Milano, Italy.

London Branch: 71 Fenchurch Street, London EC3M 4BS, United Kingdom.

Markerstudy Insurance Company Limited, Suites 846-848 Europort, Europort Road, Gibraltar (subject to completion of acquisition).

Zenith Insurance Public Limited Company, Suites 846-848 Europort, Europort Road, Gibraltar (subject to completion of acquisition).

St Julians Insurance Company Limited, Suites 846-848 Europort, Europort Road,

Gibraltar (subject to completion of acquisition).

Ultimate Insurance Company Limited, Suites 846-848 Europort, Europort Road, Gibraltar (subject to completion of acquisition).

Mayflower Limited, Suites 846-848 Europort, Europort Road, Gibraltar (subject to completion of acquisition).

North Town Management Limited, Suites 846-848 Europort, Europort Road, Gibraltar (subject to completion of acquisition).

4. CONTACT DETAILS OF OUR DATA PROTECTION OFFICER (DPO)

Dr. Nando Stauffer von May, rechtmuri KLG, Thunstrasse 68, P.O. Box 130, 3074 Muri Bern, Switzerland.

5. Definitions

Capitalised terms used in this document shall have the meaning assigned to them in Section D.

B. Privacy Information Notice

1. Information On The Protection Of Personal Data

This information notice aims to inform Data Subjects on his or her rights in connection with the Processing of Personal Data by us.

Data Subjects (or their representative which may be an Intermediary) are to receive this information notice whenever possible prior or immediately after their transfer of Personal Data to us. This holds in particular true if we act as Direct Insurer or as employer. However, if we act as Reinsurer we are not in a direct contact with the Data Subject. We expect that the Data Subject has not or only very little interest in knowing details of the reinsurances contract and related communication. His or her main concern is the Direct Insurance. Except for situations where there is an evident interest of the Data Subject to being actively informed, we considered it a disproportionate effort to actively communicating this notice to him or her. This information notice shall be publicly available on our website.

2. Collection And Retention

In order for us to provide insurance quotes, insurance policies, and/or deal with any claims or complaints, we need to collect and process Personal Data. The types of Personal Data that are processed may include:

- Individual details: Name, address (including proof of address), other contact details (e.g. email and telephone numbers), gender, marital status, date and place of birth, nationality, employer, job title and employment history, and family details (including family relationships)
- Identification details: Identification numbers issued by government bodies or agencies, including national insurance number, passport number, tax identification number and driving licence number
- Financial information: Bank account or payment card details, income or other financial information
- Risk details Information: which we need to collect in order to assess the risk to be insured and provide a quote. This may include data relating to health, criminal convictions, or other Sensitive Personal Data. For certain types of policy, this could also include telematics data
- Policy information: Information about the quotes received and policies taken out

- Credit and anti-fraud data: Credit history, credit score, sanctions and criminal offences, and information received from various anti-fraud databases
- Previous and current claims: Information about previous and current claims (including other unrelated insurances), which may include data relating to health, criminal convictions, or other Sensitive Personal Data and in some cases, surveillance reports

We will keep Personal Data only for so long as is necessary and for the purpose for which it was originally collected. In particular, for so long as there is any possibility that either the Data Subject / the Policyholder, or we may wish to bring a legal claim under the Policy, or where we are required to keep Personal Data due to legal or regulatory reasons.

3. Source

We might collect Personal Data from various sources, including: Data Subject; its family members, employer or representative; Intermediaries; Insurers; Reinsurers; credit reference agencies; anti-fraud databases, sanctions lists, court judgements and other databases; government agencies; or in the event of a claim, third parties including the other party to the claim, witnesses, experts (including medical experts), loss adjustors, solicitors, and claims handlers. Which of the above sources apply will depend on the Data Subject's particular circumstances.

4. Purpose For Which The Personal Data Is Or Might Be Used

We use Personal Data to the extent necessary in the conduct of the insurance and reinsurance business for the Underwriting, for the performance and administration of insurance and reinsurance contracts (including correspondence with and payments from and to individuals), for the claims processing (including defending or prosecuting legal claims and investigation or prosecuting fraud), for the assessment of group- wide risk exposures, for the management of workforce, and in order to comply with applicable laws and regulations. We use Personal Data for direct marketing purposes only if the Data Subject has agreed to such use.

5. Legal Grounds For Processing

We rely on the following legal grounds (see section E for a more detailed overview):

- Performance of a contract: Processing is necessary for the performance of a contract to which the Data Subject is a party or an insured person (including the performance of a reinsurance contract where the Data Subject is insured under the underlying direct insurance contract); or Processing is necessary in order to take steps prior to entering into a contract at the request of the Data Subject, of the prospective holder of a Policy under which the Data Subject would be an insured person or at the request of the direct insurer that insures the Data Subject when it seeks for reinsurance cover.
- Compliance with a legal obligation: Processing is necessary for compliance with a legal obligation, such as legal provisions on records keeping, tax and social security contributions reporting, anti-money laundering etc.
- Protection of vital interests of an individual: Processing is necessary in order to protect the vital interests of the Data Subject or of another natural person
- In the public interest: Processing is necessary for the performance of a task carried out in the public interest, such as risk modelling and risk assessment in order to support the stability of insurance market

- Legitimate business interests: Outsourcing of specialized tasks (see also blow “Outsourcing”), preventing fraud, risk evaluation, debt recovering, assessment of claims, direct marketing, internal administrative purposes within the wider Qatar Insurance Company group,
- Consent: In order to provide insurance cover and deal with insurance claims, we may need to process Sensitive Personal Data, such as medical and criminal convictions records, as set out against the relevant purpose. Data Subjects consent to this processing may be necessary for us to achieve this. Data Subjects may withdraw their consent to such processing at any time. However, if they withdraw their consent this will impact our ability to provide insurance or pay claims.
- Legal claims: Processing is necessary for the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity.

6. Profiling & Automated Decision Making

When calculating insurance premiums, we may compare Personal Data against industry averages. Personal Data may also be used to create the industry averages going forwards. This is known as profiling and is used to ensure premiums reflect risk. Profiling may also be used to assess information Policyholders or Intermediaries provide to understand fraud patterns. Where Sensitive Personal Data are relevant (e.g. past motoring convictions for motor insurance) such data may also be used for profiling. If we make decisions based on profiling and without staff intervention we will provide in advance details of any such automated decision making we undertake, including where we use such automated decision making, the logic involved, the consequences of the automated decision making and any facility for the Data Subject to have the logic explained to him or her and to submit further information so the decision may be reconsidered.

7. Disclosure, Transfer & Outsourcing

Insurance is the pooling and sharing of risk in order to provide protection against a possible eventuality. In order to do this, information, including Personal Data, needs to be shared between different insurance market participants which are spread all over the world (in particular the reinsurance market is very global). We may share Personal Data with any Co-Insurer and with our Reinsurers, with credit reference agencies and other companies for use in credit decisions, for fraud prevention and to pursue debtors.

We store and back up Personal Data in Switzerland. Depending on their authorisation, our employees may access such data in our Offices and when they travel. We regularly exchange Personal Data within our Offices and with our Subsidiaries and Affiliates. Such transfer is covered by our Binding Corporate Rules (Section C).

We regularly disclose Personal Data to QATAR INSURANCE COMPANY, Doha (Qatar); OMAN QATAR INSURANCE COMPANY, Oman; KUWAIT QATAR INSURANCE COMPANY KSCC, Safat (Kuwait); ANTARES UNDERWRITING SERVICES LIMITED, London (UK); and to ANTARES MANAGING AGENCY LIMITED, London (UK). Such transfer is either ruled in an intra group data transfer agreement or in another agreement between us and the receiving party that provides for appropriate safeguards.

We may outsource the handling of Personal Data to external service providers and processors (storage, e-mail and calendaring, payroll administration, audit and legal services, claims handling etc.). For such services we have proper outsourcing agreements in place.

8. Data Subject Rights

Data Subjects may request from us access to and rectification or erasure of Personal Data or restriction of Processing concerning his or her Personal Data and to object to Processing. Where Personal Data has been transferred to a jurisdiction that does not provide for adequate protection to such data, Data Subjects may

request a copy of the agreement that provides for appropriate safeguards. In addition, the Applicable Law may grant the right to data portability. Data Subjects have the right to lodge a complaint with the Supervisory Authority.

For information on how we handle your Personal Data and for any request please contact our DPO. For further details please see article 8 and 15 of our Binding Corporate Rules (Section C) and Section F.

Section E illustrates situations where we are likely to handle Personal Data (including indication of types of Personal Data, Legal grounds and Disclosures).

B. Binding Corporate Rules

1. PURPOSE

Qatar Reinsurance Company Limited ("**Qatar Re**", and together with all its Subsidiaries & Affiliates "**we**" or "**us**" or "**Group Company**") is committed to protecting the Personal Data and privacy of its employees, Policyholders and other counterparties. This Binding Corporate Rules (the "**BCR**") lay down the requirements and the process to be followed by us to ensure compliance with applicable laws, rules and regulations for collection, use and transmission of Personal Data. This BCR contains of binding (legally enforceable, both internally and externally) corporate rules for international data transfers.

2. Scope

This BCR is applicable to all Personal Data (regardless whether we are the Controller or the Processor) and to all our Group Companies their management and employees whether in full time or part time employment or undergoing training with the Company. If Personal Data is to be handled, transferred or processed by consultants, suppliers, service providers or vendors, we shall ensure that they accept in writing to undertake the obligations set forth in this BCR or that adequate contractual or legal provisions grant equal protection.

3. Governance

3.1 Effective Date: This BCR (and any later changes) shall become effective from the date determined by the Board of Directors of Qatar Re. Each Subsidiary & Affiliate shall duly sign a copy of this BCR accepting its applicability. Each Group Company ensures and must take the necessary steps and decisions in order to validly implement this BCR. The Qatar Re Head of Legal ensures that new subsidiaries and affiliates implement immediately this BCR and ensures that no transfer is made to such new member until it is effectively bound by this BCR.

3.2 BCR Upkeep: Advances in technology and changes in the regulatory environment necessitate the need to review the BCR on a periodic basis. This BCR shall be reviewed at least biennially by the DPO(s) who shall then recommend the changes to the Board of Directors of Qatar Re.

3.3 Circulation: The CEO of each Group Company shall communicate the contents of the BCR (including any amendments) to all managers and employees. New employees shall be informed about their obligations under the BCR immediately upon joining.

4. Principles Of Data Protection

4.1 All Personal Data shall be handled in compliance with the following principles;

- Personal Data shall be collected and processed fairly and in a transparent manner (incl. data protection by design and by default), lawfully and securely;
- Personal Data shall be obtained for a specified and lawful purpose and shall not be processed in any manner incompatible with that purpose;
- Personal Data shall be adequate and relevant for that purpose (data minimization);
- Personal Data shall be accurate and kept up to date;
- Personal Data shall not be kept for a period longer than is necessary for that purpose;
- Personal Data shall be kept safe from unauthorised access, accidental loss or destruction.

4.2 Every reasonable step must be taken to ensure that Personal Data which is inaccurate or incomplete, having regard to the purposes for which it was collected or for which it is further processed, is erased or rectified.

5. Data Collection & Information

5.1 This BCR shall be available on our website.

5.2 Appropriate disclosures shall be made at the time a Data Subject is asked to give consent to the collection or processing of Personal Data, and whenever Personal Data are collected.

5.3 If feasible, Personal Data shall be collected directly from the Data Subject. In this case, the information as per Section B must necessarily be disclosed to the Data Subject or his/her representative. The information notice should be given as soon as possible and preferably at the first point of contact. With reference to Personal Data collected from employees, appropriate disclosures shall be made in the employment contract. With reference to Personal Data that we collect as Direct insurer appropriate disclosures shall be made to the Policyholder in the application or in the insurance policy.

5.4 Where the data have not been obtained from the Data Subject, the information as per Section B shall be disclosed to the Data Subject as soon as possible and not later than a month after collection. The obligation to inform does not apply if the provision of such information proves impossible or would involve a disproportionate effort (compared to the interests of the Data Subject). If we act as a Reinsurer we usually do not directly contact and inform Data Subjects. If we act as a Direct Insurer we inform the Policyholder and encourage it/him/her to inform the Insureds (if different from the Policyholder).

6. Processing Of Personal Data

6.1 Personal Data shall not be processed, except in any of the following cases:

6.1.1 The Data Subject has provided a valid, informed consent for one or more specific purposes;

6.1.2 Processing is necessary for the performance of a contract to which the Data Subject is a party or an Insured (including the performance of a reinsurance contract where the Data Subject is insured under the underlying direct insurance contract);

6.1.3 Processing is necessary in order to take steps prior to entering into a contract at the request of the Data Subject, of the prospective holder of a Policy under which the Data Subject would be an Insured or at the request of the Direct Insurer that insures the Data Subject when it seeks for reinsurance cover;

6.1.4 Processing is necessary for compliance with a legal obligation;

6.1.5 Processing is necessary in order to protect the vital interests of the Data Subject or of another natural person;

6.1.6 Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority;

6.1.7 Processing is necessary for the purposes our legitimate interests (for example see section B/2 and section E), except where such interests are overridden by the interests for fundamental rights and freedoms of the Data Subject;

6.1.8 Processing is necessary for the establishment, exercise or defense of legal claims;

6.1.9 Processing relates to personal data which are manifestly made public by the Data Subject.

6.2. The data subject shall have the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning him or her or similarly significantly affects him or her, unless such Processing:

6.2.1 is necessary for entering into, or performance of, a contract between us and the Data Subject or, the Policyholder if the Data Subject is an Insured under such Policy, and a Data Controller; or

6.2.2 is authorised by the applicable law to which the Controller is subject and which also lays down suitable measures to safeguard the data subject's rights and freedoms and legitimate interests; or

- is based on the Data Subject's explicit consent.

The Data Subject shall always have the right to obtain our human intervention to express his or her point of view and to contest the decision.

7. Processing Of Sensitive Personal Data (Special Categories Of Personal Data)

7.1 Processing of Sensitive Data is prohibited except if;

7.1.1 The Data Subject has given explicit consent to the processing of those personal data for one or more specified purposes;

7.1.2 Processing is necessary for the performance of a contract to which the Data Subject is a party or an Insured (including the performance of a reinsurance contract where the Data Subject is insured under the underlying direct insurance contract);

7.1.3 Processing is necessary in order to take steps prior to entering into a contract at the request of the Data Subject, of the prospective holder of a Policy under which the Data Subject would be an Insured or at the request of the Direct Insurer that insures the Data Subject when it seeks for reinsurance cover;

7.1.4 Processing is necessary for reasons of substantial public interest and required by the applicable law or regulation which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the Data Subject;

7.1.5 Processing is necessary to protect the vital interests of the Data Subject or of another natural person where the Data Subject is physically or legally incapable of giving consent;

7.1.6 Processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the controller or of the data subject in the field of employment and social security and social protection law;

7.1.7 Processing is necessary for the establishment, exercise or defense of legal claims;

7.1.8 Processing relates to personal data which are manifestly made public by the Data Subject.

7.2 Where Processing of Sensitive Personal Data requires authorisation from a regulatory body, such authorisation shall be obtained before processing the data.

8. Data Subject's Rights

8.1 All individuals (including employees) whose Personal Data is held by us shall have the following rights:

- a. To obtain without constraint at reasonable intervals and without excessive delay or expense a copy of all data relating to them that are processed;
- b. To request rectification, erasure or blocking of data in particular because the data are incomplete or inaccurate;
- c. To object, at any time on compelling legitimate grounds, to the processing of their personal data, unless that processing is required by law;
- d. And to receive notification if any Data Security Breach is likely to affect adversely the protection of its Personal Data or privacy;
- e. The right provided for in article 6.2.

Further rights of individuals (such the right to data portability, for instance) are granted only if provided for by the Applicable Law.

8.2 Any such request can be made in writing to the DPO. We propose using the Personal Data Request Form available in **Section F**.

8.3 When answering any request, the relevant right must be balanced against any conflicting interests of us or other persons. The applicable laws, rules and regulation may not be violated when dealing with requests.

9. Use Of Third Party Data Processors

9.1 We are responsible for Personal Data in our possession or custody, including information that has been transferred to a third party for processing. Where we rely on a third party to assist in processing activities, we will choose a Data Processor who provides sufficient security measures and take reasonable steps to ensure compliance with this BCR.

9.2 We shall enter into a written contract with each Data Processor requiring it to comply with data protection and security requirements imposed on us by virtue of this BCR and Applicable Laws, rules and regulations.

10. Transfer And Cross-Border Processing Of Personal Data

10.1 Personal Data shall not be disclosed or transferred to any other person, entity, country or territory, unless reasonable and appropriate steps have been taken to maintain the required level of data protection as per the terms of this BCR and the Applicable Law.

10.2 Generally, Personal Data shall only be transferred to a jurisdiction that accords an adequate level of protection for Personal Data. If there is a need to transfer Personal Data to a jurisdiction that does not accord adequate level of data protection, data may be disclosed abroad only if:

- The transfer has been approved by the appropriate regulatory authority; or
- The Data Subject has given its consent; or
- Processing is necessary for the performance of a contract to which the Data Subject is a party or an Insured (including the performance of a reinsurance contract where the Data Subject is insured under the underlying direct insurance contract); or
- The transfer is necessary to protect the vital interest of the Data Subject or is otherwise in compliance with Applicable Law; or
- Standard data protection clauses or other approved contractual clauses ensure an adequate level of protection abroad; or
- Disclosure is essential in the specific case in order either to safeguard an overriding public interest or for the establishment, exercise or enforcement of legal claims before the courts; or
- The Data Subject has made the data generally accessible and has not expressly prohibited its processing; or
- This BCR is applicable to the data receiver.

10.3 Personal Data may be communicated to a third party only for the reasons consistent with the purposes for which the data was originally collected.

10.4 We regularly disclose Personal Data to: QATAR INSURANCE COMPANY, Doha (Qatar); OMAN QATAR INSURANCE COMPANY, Oman; KUWAIT QATAR INSURANCE COMPANY KSCC, Safat (Kuwait); ANTARES UNDERWRITING SERVICES LIMITED, London (UK); and to ANTARES MANAGING AGENCY LIMITED, London (UK). We regularly exchange Personal Data within the Group Companies, such Personal Data is stored in Switzerland, but might be accessible in all our Offices and when employees travel abroad. The transfers provide the basis for our risk management and help avoiding unwanted risk accumulation, it further promotes marketing and efficient data storage. Personal Data of (all) Insureds under a Policy is affected. Regular transfers and disclosures usually do not include any Sensitive Personal Data, except for transfers to Switzerland where our data is stored. Transfers must in particular also comply with applicable insurance, reinsurance and competition regulations.

11. Data Protection Officer (DPO)

11.1 Each Group Company appoints a DPO in accordance with the Applicable Laws.

11.2 The DPO shall monitor compliance with this BCR and the Applicable Law. The DPO

shall have further duties as per the Applicable Law. The DPO shall be given a contact person for each jurisdiction where we have Offices.

11.3 The DPO shall apply for local approval of this BCR (and any later changes), where such approval is required by the Applicable Law.

12. Compliance With The BCR

12.1 The DPO shall carry out at least biennially an audit that covers all aspects of this BCR. The DPO shall elaborate methods or ensuring corrective actions to protect the rights of the Data Subjects. The result of the audit and the corrective measures shall be communicated to the CEO (of each Group Company). The DPO shall make available to the competent data protection supervisory authority the results and corrective measures.

12.2 Each of our employees shall cooperate and assist the DPO to handle a request or complaint from a Data Subject or an investigation or inquiry by a Supervisory Authority or in carrying out an audit in accordance with article 12.1.

12.3 In case of severe or repetitive contravention of the rules of this BCR, the CEO of the relevant Group Company shall decide on disciplinary sanctions against employees, upon proposal of the DPO.

13. Data Security, Security Breach Notification & Data Protection Impact Assessment

13.1 Within the scope of the current technology and the state-of-the-art, we shall ensure the confidentiality, availability and integrity of data against unauthorized or accidental destruction, accidental loss, technical fault, forgery, theft or unlawful use, unauthorized alteration, copying, access or other unauthorized processing and other risks to which they are exposed by virtue of human action or the physical or natural environment.

13.2 Adequate security measures shall include the following or such other measures as may be introduced from time to time:

13.2.1 **Entry Control:** Prevention of unauthorized persons from gaining access to data processing systems or areas in which Personal Data are processed.

13.2.2 **Admission Control:** Prevention of data processing systems from being used by unauthorized persons.

13.2.3 **Access Control:** Preventing persons entitled to use a data processing system from accessing data beyond their needs and authorizations. This includes preventing unauthorized reading, copying, modifying or removal during processing and use, or after storage.

13.2.4 **Disclosure Control:** Ensuring that Personal Data in the course of electronic transmission during transport or during storage on a data carrier cannot be read, copied, modified or removed without

authorization, and providing a mechanism for checking to establish who is authorized to receive, and who has received, the information.

13.2.5 Input Control: Ensuring that it can be subsequently checked and established whether and by whom Personal Data have been entered into, modified on or removed from data processing systems.

13.2.6 Job Control: Ensuring that in the case of commissioned processing of Personal Data, the data can be processed only in accordance with the instructions of the Data Controller.

13.2.7 Loss Control: Ensuring that Personal Data are protected against undesired destruction or loss.

13.2.8 Use Control: Ensuring that data collected for different purposes can and will be processed separately.

13.2.9 Longevity Control: Ensuring that data are not kept longer than necessary, including by requiring that data transferred to third persons be returned or destroyed.

13.3 Employee Confidentiality Agreements: All employees should execute a confidentiality agreement in terms of which they are made subject to obligations to protect confidentiality of information received by them during the course of their employment.

13.4 Each employee shall inform the DPO and Qatar Re Head of IT in case of Data Security Breach. If required by the law, we shall notify such Data Security Breach in due time as per the Applicable Law(s).

13.5 Each Group Company shall together with the DPO carry out a data protection impact assessment in accordance with the Applicable Law within one year after introduction of this BCR. There shall be a re-assessment after three years.

14. Training

14.1 Each Group Company shall provide training to employees that have regular access to Personal Data to re-emphasize privacy and security related procedures. These procedures shall include at least the following:

- i. Employee's duty to use and permit the use of Personal Data only by authorized persons and for authorized purposes;
- ii. Proper disposal of confidential data by shredding etc.;
- iii. Reminding the contents of this BCR and in particular the principles of data protection set forth in article 4 hereof;
- iv. Updating the employees on recent data protection issues with a newsletter or by other means.

14.2 The training and related documents shall be reviewed at the audit as per article 12.1.

15. Complaint, Dispute Resolution & Third Party Beneficiary Rights:

15.1 Employees: Employees with complaints regarding processing of their Personal Data should first discuss the matter with their immediate supervisor. If the employee does not wish to raise the issue with the

immediate supervisor, the employee shall bring the same to the notice of the DPO. If the dispute cannot be resolved internally within a period of forty-five (45) days, the employee shall have the right to refer the dispute to any competent authority in accordance with article 15.5.

15.2 Non-employees: Non-employees with complaints about the processing of their Personal Data should write to the DPO. In case, the DPO fails to resolve the dispute within a period of forty-five (45) days, i.e. if the Data Subject is not satisfied by the replies of the Data Protection Officer, the complainant shall have the right to refer the dispute to any competent authority in accordance with article 15.5.

15.3 This BCR grants rights to Data Subjects to enforce the rules of this BCR as third-party beneficiaries. The Data Subjects have all judicial remedies for any breach of the rights guaranteed in this BCR and they have the right to receive compensation in accordance with the Applicable Law. Each Group Company accepts responsibility for and agrees to take the necessary action to remedy the acts of other Group Companies and to pay compensation for any damages resulting from the violation of this BCR by Group Companies.

15.4 This BCR shall be governed by and construed in accordance with Swiss law.

15.5 To the extent permitted by the Applicable Law(s) and jurisdiction and the provisions of this BCR, a Data Subject is (only) entitled to

- a. bring a claim before any competent jurisdiction, or
- b. raise a complaint before any Supervisory Authority of a country in which we have Offices.

16. Miscellaneous:

16.1 Where the Applicable Law requires a higher level of protection for Personal Data it will take precedence over this BCR.

16.2 Qatar Re Chief Operating Officer shall keep a fully updated list of the members of the Group to whom this BCR is applicable. He will keep track of and record any updates to this BCR and provides the necessary information to the Data Subjects or Data Protection Authorities upon request.

16.3 Where a Group Company has reasons to believe that the laws applicable to it may prevent it from fulfilling its obligations under this BCR and have a substantial adverse effect on the guarantees provided by the BCR it will promptly inform the DPO and Qatar Re Chief Operating Officer which shall take the appropriate steps in order to comply with their local law.

D. DEFINITIONS Term	Definition
Applicable Law	The law that is applicable to the Personal Data. E.g. Bermuda Personal Information Act 2016, Swiss Federal Act on Data Protection Qatar Financial Centre Regulation No. 6 of 2005 (QFC Data Protection Regulations) Singapore Personal Data Protection Act 2012 Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016, GDPR Dubai International Financial Centre Law No. 1 of 2007 (Data Protection Law 2007) and DIFC Authority's Data Protection Regulations
Controller	Any person who alone or jointly with others determines the purposes and means of the Processing of Personal Data.
DPO	The Data Protection Officer as defined in section A/4 and section C/11
Data Security Breach	Any security breach that leads to unauthorized disclosure, access to, or destruction of, Personal Data
Data Subject	The natural person to whom the Personal Data relates.
Direct Insurer	Direct insurers provide insurance cover for persons that do not act in their capacity as an Insurer.
Insured	is the individual or organisation insured under a Policy
Insurers	Insurers (sometimes also called Underwriters) provide insurance cover to the Insureds / Policyholders in return for premium. An insurer may also be a Reinsurer.
Intermediaries	help Policyholders and Insurers/Reinsurers arrange insurance cover. They may offer advice and handle claims. Many Policies are obtained through Intermediaries.
Offices	Where we have representative, branch or head offices as disclosed in section A
Personal Data	Any information relating to a living person by which they can be identified ("Data Subject") natural person or identifiable natural person. Eg. Name, address, telephone number, identity card numbers, date of birth, occupation, policy information etc.
Policy	Means any insurance or reinsurance contract.
Policyholder	is the individual or organisation in whose name the Policy is issued.
Data Processor	Any person who processes the data on the instruction of a Data Controller.
Processing	Any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

Reinsurers	provide insurance cover to an Insurer or another Reinsurer.
Qatar Re	Qatar Reinsurance Company Limited as defined in section A
Sensitive Personal Data	<p>Personal Data revealing or relating to racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership and health or sex life, personal relationships, social security data, data on criminal or administrative proceedings and penalties.</p> <p>Eg. Medical history of a policyholder is Sensitive Personal Data.</p>
Subsidiary & Affiliates	The Companies as defined in section A
Supervisory Authority	<p>The competent authority to lodge a complaint in accordance with the Applicable Law.</p> <p>E.g.</p> <p>For Switzerland: Eidgenössischer Datenschutz- und Öffentlichkeitsbeauftragter, Feldeggweg 1, 3003 Bern</p> <p>For England (UK): Information Commissioner’s Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AG</p> <p>For Qatar (QFC): Qatar Financial Centre Authority, Qatar Financial Centre Tower 1, PO Box 23245, Doha, Qatar</p> <p>For Bermuda: Privacy Commissioner (not yet appointed)</p> <p>For Singapore: Personal Data Protection Commission, 460 Alexandra Road # 10-02, PSA Building Singapore 119963</p> <p>For Malta: Office of the Information and Data Protection Commissioner, 2 Airways House, High Street, Sliema SLM 1549</p> <p>For Italy: Garante per la Protezione dei Dati Personali, Piazza di Monte Citorio n. 121, 00186 Roma</p> <p>For Dubai (UAE): Commissioner of Data Protection, P.O. Box 74777, DIFC, Dubai, United Arab Emirates</p> <p>For Gibraltar: Gibraltar Regulatory Authority, 2nd floor, Eurotowers 4, 1 Europort Road, Gibraltar</p>
Underwriting	<p>Underwriting refers to the process prior to the issuances of the Policy. It involves measuring risk exposure and determining the premium that needs to be charged to (re)insure that risk.</p>

E. Illustrations

Given below is a non-exhaustive list of instances when we are likely to handle Personal Data during the normal course of our day to day activities:

1. Employer

Purpose	Categories of data	Legal grounds	Disclosures
Recruiting and hiring employees and board members	Resume, education documents of potential candidates irrespective of whether they are recruited or not; passport and other identification documents of employees and their family members, health related information, bank details etc. of employees.	Consent Perform contract Legal obligation	Tax and social security authorities, pension funds, insurance companies Group Companies
Payroll processing	Bank details and details of salary of employees.	Consent Perform contract	Bank, tax and social security authorities, pension funds Group Companies
Internal Audit	As part of its role, a Group Internal Audit department audits various systems and processes and is likely to access Personal Data.	Perform a contract Legal obligation Legitimate interest (auditing)	Qatar Reinsurance Company Group Companies
Service Agreement with third parties	Service Agreements executed with third parties for various purposes is likely to contain Personal Data of signatories	Consent Perform a contract	Counterparty
and people referred to in the Agreement.	Legitimate Interest (doing business)		
Commercials	Commercials may use Sensitive Personal Data of employees (pictures of employees).	Consent	Public

2. Insurer, Reinsurer & Intermediary

