



Lima Agency

Motor Fleet Policy Booklet



Welcome

We are pleased to welcome you as a Lima Agency Ltd Motor Fleet policyholder and thank you for choosing to insure your motor fleet with us. We aim to provide the best cover and claims service for all our policyholders to give you peace of mind motoring.

Important information

This document is a legally binding contract of insurance between you and us. Please read the definitions on pages 4-5 of this document.

The information you submitted in the Proposal Form or Statement of Insurance forms the basis upon which we have agreed to provide cover. If you know or believe that any information is incorrect or missing, please tell your insurance adviser immediately. If you do not give us accurate and complete information, your insurance may not be valid and we could refuse to pay any claim. If you need a copy of the Proposal Form or Statement of Insurance, please ask your insurance adviser.

We have agreed to insure you under the terms, conditions and exceptions in this document or in any endorsements and you must have paid the premium shown in your Policy Schedule for the policy to be valid.

Several Liabilities

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

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Definitions

Certificate of motor insurance

The legal document which is evidence that you have the insurance needed by law, describes your vehicle, who may drive it and the purposes for which it may be used.

Customer, Commercial

A customer who is not a retail customer.

Customer, Retail

An individual who is acting for purposes which are outside his trade, business or profession.

Endorsement

A change in the terms of your insurance. An endorsement does not apply unless the number appears on your schedule.

Excess

The amount you have to pay towards any claim under this insurance.

Goods carrying vehicle

Any motor vehicle manufactured and used for the carriage of goods.

Indemnity

A legal principle applying to this insurance which provides that a person sustaining a loss is placed as near as is possible in the same financial position after the loss as was occupied immediately before the loss.

Market value

The estimated market value of your vehicle had it been placed on the open market immediately preceding the loss or damage. The assessment of market value will be made on the basis that the vehicle is offered for sale in similar circumstances as applied immediately preceding the purchase by you. For example, if the vehicle was purchased privately, we will settle at the private sale price.

Motor car

Any private passenger carrying motor vehicle with not more than eight passenger seats.

Period of insurance

The length of time covered by this insurance as shown on the schedule.

Principal

Any person, company, partnership or firm with which you have entered into a contract for the execution of work or services.

Sound reproduction and communications equipment

Permanently fitted radios, televisions, DVDs, navigation equipment, security devices, cassette and compact disc players, citizens band radios and telecommunications equipment. Portable items, cassette tapes and compact discs are not included in this definition.

Definitions (continued)

Special type

Any motor vehicle constructed to operate primarily as a tool and not designed for the carriage of goods or passengers.

Terrorism

An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

The policyholder, the insured, you, your

The person, company, partnership or firm named in the certificate of motor insurance and the schedule.

Trailer

Any trailer or agricultural or forestry implement or machine which is properly constructed to be towed by a motor vehicle.

Unattended

When you or any passengers are not sitting in your vehicle.

We, us, our

Lima Agency Ltd are authorised and regulated by the Financial Conduct Authority FRN. 763033. Registered Office: One Caspian Point, Pierhead Street, Cardiff Bay, CF10 4DQ. Company No: 09442623

Your vehicle

Any vehicle shown on the schedule with its fitted accessories and spare parts.

Credit hire

The provision of a self-drive vehicle under a hire agreement that defers payment by the hirer to a later date.

Driver

The person eligible to drive the self-drive hire vehicle whose details have been recorded in the hire agreement.

Hire agreement

The signed contract between you and the hirer which incorporates an insurance proposal form approved by us.

Hirer

The person who has completed and signed the hire agreement whether as an individual or on behalf of a business.

Period of hire

The period stated in the hire agreement but no more than the maximum number of days shown in the schedule.

Self-drive hire vehicle

Any vehicle shown in the schedule to be available to be driven or used for self-drive hire.

Insurance provided

The level of cover provided by this insurance is shown on your schedule. The sections of this document that apply for each level of cover are as shown below. Cover is subject to any endorsement shown on your schedule.

- 1 **Comprehensive** - All sections of this insurance document apply.
- 2 **Third party fire and theft** - Section 6 does not apply and section 5 applies only to loss by theft or damage by fire, theft or attempted theft.
- 3 **Third party only** - Sections 5 and 6 do not apply.

Section 1 Liability to third parties

What we cover

Your liability while using your vehicle

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

- for death of or bodily injury to any person; and
- for damage to property

as the result of an accident involving your vehicle including loading or unloading.

We will not pay more than £20,000,000 in respect of motor cars or £5,000,000 in respect of any other vehicle for damage to property for any one claim or series of claims arising out of one cause. These limits will include all losses (whether caused directly or indirectly) and all legal costs following damage to property.

Liability of others while using your vehicle

In the same way as you are insured we will indemnify

- any person using or driving your vehicle with your permission as long as such person and use is included on your certificate of motor insurance;
- at your request the owner of your vehicle if this is someone other than you;
- at your request any passenger travelling in, or getting into or out of your vehicle; and
- the legal representatives of any person insured under this section in the event of his or her death.

Contingent liability

In the same way as we insure your vehicle under this section we will also insure you when, without your knowledge or consent, your employee is using a vehicle other than your vehicle for your business, but we will not insure you if there is any other insurance covering the same liability.

Section 1 Liability to third parties

Legal costs

If we think it necessary, we will pay

- costs and expenses incurred; and
- solicitors' fees for representation at a Coroner's Inquest or Fatal Accident Inquiry or for defending any prosecution in a Court of Summary Jurisdiction

in connection with any event which might be the subject of a claim under this section.

In addition, we may provide a legal representative to advise and represent anyone covered under this section if proceedings are taken out against that person for manslaughter (including costs arising from you being prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007 where cover is limited to £5 million in relation to any one claim or series of claims arising from one cause) or causing death by dangerous or careless/inconsiderate driving.

Cross liabilities

The insured named in the schedule and each associated and/or subsidiary company shall be deemed third parties to one another in respect of claims under this section of your insurance.

Section 1 Exceptions to section 1

What we do not cover

- Any person claiming but not driving if, to the knowledge of that person, the driver does not hold a licence to drive your vehicle unless the driver has held and is not disqualified from holding or obtaining such a licence.
- Liability incurred by anyone who is insured against the same liability under any other insurance.
- Loss of or damage to your vehicle (or any other vehicle covered by this insurance for contingent liability).
- Loss of use of your vehicle or any subsequent loss caused directly or indirectly by the event which led to your claim.
- Loss of or damage to:
 - a any property or animal belonging to or in the care of any person insured under this section of this insurance document; or
 - b any property or animal being conveyed in or loaded onto or unloaded from the insured vehicle or any other vehicle covered for contingent liability.
- Loss of use or any other loss caused directly or indirectly by the event which led to your claim.
- Death, injury or damage occurring beyond the limits of any carriageway or thoroughfare caused or arising in connection with the loading or unloading of your vehicle.
- Death of or injury to any person during the course of their employment, except for the cover we must provide under the Road Traffic Acts or any other legislation applicable to motor insurance.
- Legal costs which are covered under any other insurance policy.
- Exemplary, aggravated or punitive damages.
- Any result of terrorism other than to meet the requirements of the Road Traffic Acts or any other legislation applicable to Motor Insurance.
- Any fines or penalties imposed as a consequence of a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007 or any prosecution costs.

Section 2 Towing

What we cover

In the same terms as we insure you under section 1 of this insurance document we will also extend cover to apply while a trailer or disabled mechanically propelled vehicle is being towed by or is attached to your vehicle or becomes temporarily detached from the insured vehicle during the course of a journey.

What we do not cover

We will not pay under this section

- if the disabled mechanically propelled vehicle is being towed for hire or reward; or
- for loss of or damage to
any trailer or disabled mechanically propelled vehicle; or
any property being carried in or on such trailer or disabled mechanically propelled vehicle.
- for any loss or damage arising from the use of a drawbar trailer unless such use is notified to, and agreed by us
- for any subsequent loss caused directly or indirectly by towing
- for any liability incurred in respect of trailers unattached at the time of loss (except where they have become temporarily unattached during the course of the journey)

Section 3 Indemnity to principals

What we cover

In the same terms in which we insure you in section 1 of this insurance document, we will extend cover to include any liability assumed by you in connection with your vehicle under any contract with a principal.

What we do not cover

We will not pay under this section

- if we do not have full control over the conduct of any claim which occurs;
- for death or injury to any employee of the principal during the course of their employment except for the cover we must provide under the Road Traffic Acts or any other legislation applicable to motor insurance;
- for any liability which attaches to the principal by virtue of an agreement which would not have attached in the absence of such agreement;
- for any liability resulting from the negligence of any person other than you, or your business partner, director or employee; or
- where a principal is entitled to indemnity under any other insurance

Section 4 Unauthorised movement

What we cover

In the same terms as we insure you under section 1 of this insurance document, we will extend cover to include liability arising out of the moving aside, without the authority of the owner, an obstructing vehicle if the position of this vehicle prevents the legitimate passage or the loading or unloading of your vehicle.

This section only applies while the obstructing vehicle is being driven by you, or your business partner, director or employee.

Section 5 Damage to your vehicle and fire and theft

What we cover

If your vehicle is damaged, or lost by theft or damaged by fire, theft or attempted theft, we will at our option

- repair or replace it; or
- pay you an amount of cash.

Loss or damage more specifically covered under section 6 of this insurance document is excluded.

The most we will pay

If your vehicle was

- first registered from new in the United Kingdom; and
- originally supplied by the manufacturer's officially approved United Kingdom dealership

the most we will pay will be its insured value, the amount shown on your purchase receipt for your vehicle, or market value at the time of damage, whichever is the lowest amount subject to a maximum vehicle value of £100,000.

If your vehicle was not originally supplied as new by the manufacturer's officially approved United Kingdom dealership, the most we will pay will be

- the insured value; or
- the amount shown on your purchase receipt for your vehicle; or
- the market value of the manufacturer's United Kingdom model with the nearest equivalent specification

whichever is the lowest amount subject to a maximum vehicle value of £100,000.

If your vehicle is under a lease agreement the most we will pay is the written down value or the market value whichever is the lesser.

Section 5 Damage to your vehicle and fire and theft

Theft of keys

If the keys or lock transmitter for your vehicle are stolen we will pay for the cost of replacing

- the door locks and/or boot lock; or
- the ignition/steering lock; or
- the lock transmitter and central locking interface

We will also pay for the cost of re-coding or if necessary replacing any alarm system used in connection with your vehicle.

The total amount payable as a result of the theft of keys or lock transmitter will be limited to a maximum of £1,000 any one incident for each of your vehicles.

Excess

You are responsible for paying the first part of each claim under this section in accordance with the amount(s) shown on your schedule. The amounts shown on the schedule apply to each vehicle which is subject to a claim under this policy.

Section 5 Exceptions to section 5

What we do not cover under section 5

- a Any claim for more than £500 for the repair or replacement of sound reproduction and communications equipment.
- b Loss or damage when your vehicle is left unattended if the last person in possession of or in charge of your vehicle prior to the loss or damage is not included to drive in your certificate of motor insurance.
- c Damage to or loss of your vehicle or its accessories if the vehicle is left unattended unless all ignition keys are removed from your vehicle and all doors, windows and other openings are closed and locked so that your vehicle is fully secure. This applies even for short periods such as in a petrol station.
- d Loss or damage to trailers owned by you or in your care, custody or control but details of which have not previously been notified to us.
- e Loss of use or any other loss caused directly or indirectly by the event which led to your claim.
- f Depreciation, wear and tear.
- g Any reduction in market value following repairs to your vehicle.
- h Any reduction in market value following the theft of your vehicle.
- i Damage to tyres caused by braking, punctures, cuts or bursts unless resulting from an accident to your vehicle.
- j Any part of the cost of repair or replacement which leaves your vehicle in a better condition than before the damage was sustained.
- k Any part of the cost of repairing or renewing areas of your vehicle which were not damaged in the incident for which you are claiming.
- l Mechanical, electrical, electronic, computer failures or breakdown or breakages.
- m Loss or damage caused maliciously or wilfully by you or your business partner, director or employee or any other person insured to drive the vehicle or for loss or damage caused with your consent or support.
- n The loss of, or damage to, your vehicle resulting from fraud, deception or attempted fraud or deception or by the using of a counterfeit or other form of payment which a bank or building society will not authorize.
- o Loss resulting from repossession or restitution of your vehicle to its rightful owner.
- p More than the manufacturer's last United Kingdom list price of any part or accessory if such part or accessory is not available from stock in the United Kingdom.
- q Any loss or damage to personal belongings or effects in your vehicle.
- r Loss or damage caused by an inappropriate type or grade of fuel being used.
- s Loss or theft of fuel.
- t Loss of or damage to any drawbar trailer unless notified to, and agreed by us.

Section 6 Repairing and replacing glass

What we cover

If the windscreen or a window or the glass sunroof of your vehicle is broken or damaged we will pay the reasonable cost of repairing or replacing it. We will also pay for any scratching of bodywork caused by broken glass.

If you contact Lima Agency Ltd to arrange for the broken or damaged glass to be repaired or replaced, cover will be unlimited.

If you use any other glass fitting service to repair or replace the broken or damaged glass without our consent, the most we will pay is £150 for any one claim, after the deduction of any excess.

Excess

You will have to pay an excess in relation to claims made under this section. The excess will be shown as an endorsement on your schedule. Unless endorsed otherwise, you will not have to pay the excess if the damaged glass is repaired rather than replaced by Lima Agency Ltd.

24-hour Lima Agency Ltd helpline – 0330 024 0466
and have your certificate of insurance available.

Section 7 Unlicensed drivers

What we cover

The requirement in the certificate of motor insurance that the person driving holds a licence to drive or has held and is not disqualified from holding or obtaining such a licence will not apply in circumstances where a licence is not required by law.

What we do not cover

We will not provide indemnity under this section if

- the other terms and restrictions in the certificate of motor insurance are not being complied with; or
- the person driving is not of a sufficient age to hold a licence to drive the insured vehicle.

Section 8 Unauthorised use

What we cover

In the same terms as we insure you under this insurance we will also provide indemnity if your vehicle is being used or driven by your business partner, director or employee and is being used without your knowledge and consent for a purpose not permitted by your certificate of motor insurance.

What we do not cover

We will not provide indemnity under this section

- to anyone other than the policyholder in respect of claims for liability to others; or
- unless you have taken all reasonable precautions to ensure that all persons who may use or drive your vehicle are aware of the limitations to use under this insurance

Section 9 Geographical limits and travel abroad

Geographical limits

This insurance provides full schedule cover while your vehicle is in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or the Republic of Ireland.

Additionally, in accordance with EU Directives, this insurance provides the minimum cover necessary to comply with the laws relating to compulsory motor insurance while your vehicle is in:

- any country which is a member of the European Union; or
- any other country which agrees to meet European Union Directives on motor insurance and which the Commission of the European Union is satisfied has made arrangements to meet the requirements of these Directives.

Motor Car and goods carrying vehicles with a gross vehicle weight up to 3.5 tons

The cover shown on your schedule is automatically extended for a maximum of 30 days in any one insurance period to the countries defined in the bullet points above in respect of motor cars and goods carrying vehicles with a gross vehicle weight of up to 3.5 tons unless otherwise endorsed on your policy.

All other vehicles

There is no automatic full schedule cover for all other vehicles outside of Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or the Republic of Ireland.

If before departure you notify us, obtain our agreement and pay any additional premium we require, we may extend this insurance to provide the cover shown on your schedule while your vehicle is in temporary use in the following:

- any country which is a member of the European Union; or
- any other country which agrees to meet European Union Directives on motor insurance and which the Commission of the European Union is satisfied has made arrangements to meet the requirements of these Directives.

For certain countries (other than those where automatic full schedule cover applies) the amount(s) of excess mentioned on your schedule may be increased. If we require an increased excess you will be advised at the time we agree to extend the geographical limits.

Section 9 Geographical limits and travel abroad

Full insurance outside the geographical limits

If before departure you notify us, obtain our agreement and pay any additional premium we require, we may extend this insurance to provide the cover shown on your schedule while your vehicle is in temporary use in certain countries other than those defined above. The countries to which we agree to extend cover will be limited to those countries which are covered by the International Green Card system.

Additional cover under this section

We will also insure you while your vehicle is being loaded or unloaded or is in transit to or from the countries in which full schedule cover applies. Transit must be by a recognized air, sea or motor-rail route taking less than 65 hours under normal conditions or via the Channel Tunnel Fixed Link.

We will also refund any customs duty that you may be obliged to pay as a direct result of loss of or damage to your vehicle preventing it being returned to the United Kingdom from any country in which we have agreed to insure you. Customs duty will only be refunded provided that the loss or damage is covered by this insurance.

This insurance also provides cover for General Average contributions, salvage charges and sue and labour charges while your vehicle is being transported by sea between any countries in which we agree to insure you. This cover is only provided when the loss or damage to your vehicle is covered by this insurance.

Section 10 Medical Expenses

What we cover

If there is an accident involving your vehicle, we will pay up to £250 to cover the medical expenses of each person who is injured while they are in your vehicle.

Section 11 Suspending cover

Suspending cover is not allowed under this contract.

Section 12 Self-drive Hire

The cover

We will extend cover to insure you whilst a self-drive hire vehicle is being driven or used during the period of hire by a driver in the United Kingdom provided that:

1. the vehicle is being driven or used in accordance with the certificate of motor insurance and the schedule;
2. the driver complies with the terms, conditions and exclusions of this policy and the hire agreement insofar as they can apply;
3. if you do not renew the policy, the period of hire is completed during the period of insurance.

Where a hirer and/or driver has failed to provide accurate information or has withheld or misrepresented any material information when completing the hire agreement, the policyholder and not the hirer and/or driver will be indemnified but only to the extent required for us to meet our obligations under the applicable Road Traffic Acts or similar legislation in any country in which this optional extension is operative.

Conditions and clauses

The following conditions and clauses which apply to the whole of this extension should be read carefully as non-compliance will affect the cover provided.

- A. Where your schedule shows that a hirer and/or driver is insured on a standard basis, the hirer and/or driver must:
 1. be between the minimum and maximum ages shown against the applicable self-drive hire vehicle in the schedule;
 2. have held the relevant full United Kingdom licence for more than 24 months;
 3. have a driving licence without any terms or restrictions imposed by the DVLA or DVA for any medical condition requiring notification;
 4. where a self-drive hire vehicle is to be driven or used for the carriage of passengers for hire and reward, you must ensure that the hirer and/or driver holds all the appropriate licence(s) including, if the vehicle is to be used as a Public Service Vehicle the PSV O (Special Restricted PSV Operator's) licence;
 5. not be engaged in the professional sport; racing; gambling; modelling or entertainment, other than as a classical musician; hawking or general dealing; street or market trading; a student; a member of the United Kingdom armed forces aged under 25 or a member of the armed forces of any other country;

Section 12 Self-drive Hire

6. Not have:
 - a) had more than one accident in the last 5 years;
 - b) been disqualified from driving in the last 36 months;
 - c) any convictions for or prosecutions pending under any Road Traffic Act or similar legislation in any country in which this policy is operative unless specifically declared to us and shown in the schedule;
 - d) been convicted of or has a prosecution pending for any other criminal act other than parking offences or one speeding offence;
 - e) had a motor insurance proposal declined, a policy cancelled, renewal refused or special terms, conditions, exclusions or an increased premium imposed.

Important note

Where your schedule shows that we have agreed to accept hirers and/or drivers falling outside the standard eligibility criteria set out in 1 – 6 above on a non-standard basis, we may impose additional terms, conditions and exclusions as well as an increased premium.

B. You must always:

1. verify the identity, date of birth and address of the hirer and/or driver;
 - a) if an individual, by
 - i. inspecting and copying the original driving licence and, in addition;
 - ii. at least one of the following, a passport, cheque book, debit or credit card or original utility bill.

Important note

If you do not take photographs of hirers and/or drivers, you must ensure that one of the copied documents has a photograph of the hirer and/or driver on it.

- b) if a representative of a business, by:
 - i. checking the documents as in a) above and, in addition;
 - ii. checking that the business is in existence;
 - iii. establishing that there is a link between the representative and the business;
 - iv. confirming the authenticity of the hire by telephone or email.

Section 12 Self-drive Hire

2. ensure, in the event of a self-drive hire vehicle being delivered to the hirer or driver that all documentation is completed and checked inside the home or, if applicable, the repairer or garage where the hirer or driver's own vehicle is located undergoing repair, service or MOT.
- C. Before the period of hire begins, you must ensure that:
1. the hirer and, where applicable, the driver has personally fully completed and signed the hire agreement and provided all the relevant information;
 2. you have checked and verified all the required documents.
- D. If anyone other than the hirer completes a hire agreement, you will be considered to be the hirer's agent for all purposes relating to its completion.
- E. Copies of all hire agreements, licences, photographs and other related documentation must be kept for at least 4 years or, if there has been a claim, for any further period we require. These must be available for inspection by us on request.
- F. Payment for all hires must be by credit or debit card other than where the self-drive hire vehicle is being hired under a credit hire contract. We may, on request, give authorisation for a hirer to pay part of the hire cost in cash but only if the full deposit is paid for by credit or debit card.
- G. You must ensure that whenever a self-drive hire vehicle is returned out of business hours, the driver returns its keys through an external non-return drawer or deposit system which goes into an internal key safe fitted to or in a solid masonry wall. In addition, if the business premises have a CCTV system, the key safe deposit must be within its coverage.
- H. You will, for the purpose of this policy be considered at all times to be the agent of the hirer and not our agent.
- I. You must provide us with all the information, documentation and assistance necessary to enable us to pursue, in your name, the recovery of our outlay from the hirer or the hirer's agent in the event of:
1. the hirer and/or driver failing to provide accurate information or withholding or misrepresenting any material information when completing the hire agreement acting fraudulently or criminally;
 2. the hirer's own insurance failing to provide indemnity because the policy cover is inadequate, inappropriate or is no longer in force.
- J. Where your schedule shows that you are required to have digital camera, CCTV recording systems and/or telematics fitted in or to your self-drive hire vehicles, you must:
1. at these are fully operational and activated at all times;
 2. on request, provide us with all available records, footage and memory cards relating to an incident which may give rise to a claim.

Section 12 Self-drive Hire

Exclusions

No cover will be provided under this section for:

1. The hire of any self-drive hire vehicle:
 - a) paid for in cash other than as specifically allowed for under Conditions and clause F above;
 - b) under a credit hire agreement unless specifically agreed by us in writing;
 - c) where the period of hire:
 - i. has been extended without the completion of a further hire agreement;
 - ii. exceeds 30 days in total.

2. The driving or use of a self-drive hire vehicle:
 - a) outside the United Kingdom;
 - b) for the carriage of passengers and/or goods for hire or reward;
 - c) for fast food delivery

3. Theft of a self-drive hire vehicle by or with the connivance of the hirer, driver and/or their agents unless stated otherwise in the schedule.

Extensions

Your schedule will show which of these extensions is in force.

1. The hire of any self-drive hire vehicle:

Where we have agreed that the hirer will insure the self-drive hire vehicle for the period of hire we will indemnify you but not the hirer or driver in the event that:

- a) the hirer's own insurer fails totally;

Section 12 Self-drive Hire

- b) the hirer's insurance cover is inadequate, inappropriate or has been cancelled;
- c) the hirer's insurer refuses to provide indemnity where the hirer and/or the driver has withheld or misrepresented material information and/or acted fraudulently or criminally but not if you have been party to the non-disclosure, misrepresentation, fraud or criminal act.

provided that:

- a) prior to the hire agreement being signed and the commencement of the period of hire you receive written or electronic confirmation from the hirer's insurer that comprehensive insurance cover is in force;
- b) the drivers named in the cover note or certificate of motor insurance are entitled to drive or use the vehicle;
- c) the vehicle is being driven or used in accordance with the certificate of motor insurance issued by the insurer;
- d) the hire agreement states clearly that the hirer's own insurance applies and has the required documentation and information attached to it;
- e) in the event of the hirer's own insurance failing, you will be entitled to pursue recovery of our outlay from the hirer or the hirer's agent;
- f) you keep a copy of the cover note or certificate of motor insurance and any related documentation for at least 4 years or, if there has been a claim, for any further period we require.

2. Theft by Hirer

Where this extension is shown to be operative in the schedule, theft by or with the connivance of the hirer, driver and/or their agent(s) will only be provided if you fully comply with all the Conditions and clauses, in particular clause C, above.

In the event of a claim, you will be responsible for the percentage shown in your schedule of the cost of the claim including any recovery costs and expenses incurred or the excess shown in your schedule whichever is the greater.

3. Hire and Reward

Where this extension is shown to be operative in the schedule, cover for the carriage of passengers for hire and reward will be provided but only if:

- a) the self-drive hire vehicle is licensed to operate in the same area as that of the hirer and is operated only within that area;
- b) the hirer and/or driver's licence to operate is fully operative and has not been cancelled, suspended, revoked, altered or refused at renewal;
- c) the hirer and/or driver complies fully with the terms and conditions of the local licensing authority or where applicable, the Public Carriage Office.

General Exceptions

These exceptions apply to the whole insurance.

Your insurance does not cover the following.

- 1 Any accident, injury, loss or damage while your vehicle or any other vehicle covered by this insurance is
 - being driven by or is in the charge of any person who is driving without your permission or is not included on your certificate of motor insurance as a person entitled to drive;
 - being driven by or is in the charge of any person who is excluded from driving by an endorsement, term or condition of this insurance;
 - being used for any purpose not permitted by your certificate of motor insurance (this exception does not apply to section 8 of this insurance document);
 - being used for rallies, trials, competitions, racing, pacemaking, or any speed contest or being driven in a match whether or not for wager;
 - being let out on hire unless permitted by your certificate of motor insurance;
 - being driven by any person who fails to comply with the terms and limitations of his or her driving licence (this exception does not apply to section 7 of this insurance document);
 - being driven with your permission by any person who does not hold or has not held a valid driving licence (this exception does not apply to section 7 of this insurance document);
 - being driven by any person who is disqualified from driving or who by law is prevented from holding or getting a driving licence;
 - being driven in an unsafe or unroadworthy condition or does not have a valid MOT certificate when required to do so;
 - carrying a load which would result in the Gross Plated Weight or Gross Train Weight for the vehicle being exceeded;
 - being driven with an insecure load, or a number of passengers which makes it unsafe to drive or exceeds the manufacturer's specification;
 - being used for the carriage of explosives, chemicals, chemical by-products, acids or goods of a generally dangerous or inflammable nature;
 - towing a trailer which is unsafe or has an insecure load;
 - towing a greater number of trailers than is permitted by law;
 - being used outside the geographical limits of this insurance unless cover has been extended beyond these limits under section 9 of this insurance document;
 - damaged by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
 - being driven or used for hire and reward purposes without the appropriate operators licence where required.
- 2 Any result of war, revolution or any similar event.
- 3 Any loss or damage caused by any government, public or local authority legally taking or damaging your property.

General Exceptions

- 4 Any loss or damage caused by
 - earthquake; or
 - riot or civil commotion occurring in Northern Ireland or elsewhere outside England, Scotland, Wales, the Isle of Man or the Channel Islands.
- 5 Any liability you have accepted by agreement or contract unless that liability would have existed without the agreement (this exception does not apply to section 3 of this insurance document).
- 6 Any loss or damage caused directly or indirectly by
 - ionising radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel however caused; or
 - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear material or any part of it.
- 7 Any loss, damage or liability arising from pollution or contamination, however caused, other than to meet the requirements of the Road Traffic Acts or any other legislation applicable to motor insurance.
- 8 Any loss, damage or liability caused by the solidification, spillage, leakage or mis-delivery of any load
 - being carried on; or
 - being loaded onto or unloaded from your vehicle.

Other than to meet the requirements of the Road Traffic Acts or any other legislation applicable to motor insurance.
- 9 Any accident, injury, loss or damage while your vehicle is being used as a tool of trade, other than to meet the requirements of the Road Traffic Acts or any other legislation applicable to motor insurance.
- 10 Any accident, injury, loss, damage or legal liability of whatsoever nature directly caused by, or contributed to by, or arising from your vehicle whilst in or on that part of any commercial, private or military airport or airfield provided for
 - the take-off or landing of aircraft or the movement of aircraft on the ground; or
 - aircraft parking, including any associated service roads, refueling areas, ground equipment parking at aprons, maintenance areas and hangars.
- 11 Any loss, damage or liability incurred while your vehicle is being used on derestricted toll roads (roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended), including the Nurburgring.
- 12 Any liability, loss or damage where you or any appropriate driver is negligently in breach of the Road Safety Act 2006, except where we are required to provide this cover under the Road Traffic Acts or any other legislation applicable to motor insurance.

The General exceptions shown above are in addition to any exceptions shown elsewhere in this insurance document or on your schedule.

General conditions

The following General conditions apply to this insurance as a whole and are in addition to any conditions shown elsewhere in this insurance document or on your schedule.

A Compulsory motor insurance - our right of recovery

If the law in any country to which this insurance applies obliges us to make a payment which we would not otherwise have paid, we reserve the right to recover the amount paid from you or the person, company, partnership or firm that incurred the liability which made the payment necessary.

B Notification of changes - your obligations

1 Replacement or additional vehicles (including temporary additions)

You must tell us immediately of any replacement or additional vehicle you wish to insure under this insurance for entry on the Motor Insurance Database as required by the relevant law applicable in Great Britain and Northern Ireland. The replacement or additional vehicle should not be used until you have advised us or your insurance broker. If you do not tell us, and the replacement or additional vehicle is involved in an accident or loss, your insurance may not cover you fully or at all.

Cover for any replacement or additional vehicle under this insurance will be subject to such terms and premium adjustment as we may require.

2 Temporary Substitutions of Vehicles

The cover provided by this Policy will not apply to Your Vehicle(s) whilst they are in the custody or control of a Motor Trader, unless the Motor Trader is part of the Alpha Approved Repairer network.

3 Other changes

You must tell us immediately about any changes which could affect your insurance and which have happened since the cover first started or since you last renewed your insurance cover. If you do not tell us about these changes your insurance may not cover you fully or at all. Some examples of changes which must be notified to us are as follows

- details of drivers you have not told us about before;
- if anyone who drives under this insurance sustains convictions or prosecutions;
- details if you or anyone who will drive develops a medical condition; or
- if you intend to modify your vehicle even if the change is only cosmetic.
- change of trading title.
- you have gone into administration, receivership or liquidation.

If you are in any doubt as to what should be advised please ask the broker or intermediary who arranged this cover for you.

General conditions

C Making a claim - your obligations

In the event of an accident, loss or damage occurring which may give rise to a claim please call the Lima Agency Ltd Motor Fleet Claims Helpline immediately on **0330 024 0466** or if you are calling from overseas, please dial **044 190 830 2229** (calls made to or from this number and other numbers at Lima Agency Ltd may be recorded for training and monitoring purposes).

We may subsequently require you to provide full details of the occurrence by the completion of either our accident report form or theft claim form and returning to us at 249 Midsummer Boulevard, Central Milton Keynes MK9 1YA or emailing Limaclaims@broadspiretpa.co.uk

You must tell us as soon as you know of any impending prosecution proceedings, Coroner's Inquest or Fatal Accident Inquiry in connection with any occurrence for which there may be liability under this insurance.

Any loss by theft or damage caused to your vehicle as a result of attempted theft or vandalism must be reported to the police as soon as is reasonably possible. Every relevant letter, Claim, Writ, Summons or process must be sent to us immediately it is received.

You, or any person covered by this insurance must not negotiate, admit liability or make any offer, promise or payment without our prior written consent. You or any person covered by this insurance must give us all the help and information we may need.

D Our rights following a claim

We will be entitled to take over and conduct in your name or in the name of any person covered by this insurance the negotiation, defence or settlement of any claim or take legal proceedings to recover for our own benefit any payment made under this insurance, as we feel appropriate in the circumstances.

Any uninsured loss associated with a claim admitted by us will not prevent us from acting in accordance with this condition without reference to you or any other person covered by this insurance.

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

E Courtesy Vehicle Benefit

If an incident occurs causing damage to the insured vehicle within Great Britain, Northern Ireland the Isle of Man, the Channel Islands or the Republic of Ireland and you report it to us from the scene of the incident including details of anybody else involved, we will guarantee the provision of a courtesy replacement vehicle:

1. until the insured vehicle is repaired; or
2. until we make a settlement offer where our approved engineer decides the insured vehicle is beyond economic repair; or
3. for a maximum period of four days if an incident arises from the theft or attempted theft of the insured vehicle.

General conditions

This is subject to:

1. us agreeing that the claim is covered under your Policy; and
2. the repairs being carried out by one of our approved repairers unless our approved engineer decides the insured vehicle is beyond economic repair.

The period of courtesy provision will commence when the vehicle is taken by the repairer for repairs to be undertaken unless the vehicle has been stolen and not recovered in which case the courtesy provision will commence immediately the vehicle is provided.

During this period, the vehicle will be insured as a replacement vehicle under this insurance. Any incident relating to the replacement vehicle may affect your Claims Experience.

You will be responsible for:

1. the cost of fuel used;
2. any charges for fitting accessories;
3. any excess which would have applied to the insured vehicle which is temporarily replaced;
4. all charges and costs where the replacement vehicle is on hire for more than the agreed period;
5. all fines, penalties, towing or impound charges (including any associated administration costs) incurred by you or your drivers whilst the vehicle is provided to you.

The courtesy vehicle will either be:

1. a car-derived van which is a van styled on the car equivalent where the front end is a car and the back end is a van; or
2. a Class A car.

Courtesy vehicles supplied under this Additional Cover will be of standard type and will not include:

1. specialized vehicles such as pick-up trucks, tippers or refrigerated vans; or
2. any trailers or semi-trailers.

We have negotiated with our claims provider to provide Lima Agency Ltd Motor Fleet policyholders with hire vehicles at discounted rates (subject to availability) if you require a like for like replacement vehicle. Insurance of like for like replacement vehicles is not covered by this policy. Any costs incurred will be the responsibility of the Insured.

General conditions

Availability of Replacement Vehicles

Unless you notify us from the scene of an incident as described above, no replacement vehicle is available with this policy. While every reasonable effort will be made to supply a courtesy vehicle we and the courtesy vehicle supplier will not be liable for any compensation nor provide a courtesy vehicle from any other source if a suitable vehicle is not available.

Returning Courtesy Vehicles

The courtesy vehicle will be supplied on the condition that you will return it to the depot which supplied it unless alternative arrangements have been made with the courtesy vehicle supplier.

IMPORTANT LIMITS TO THIS ADDITIONAL

COVER We will not provide a courtesy vehicle if:

1. we cannot repair the insured vehicle or the cost of repairing the insured vehicle is uneconomical; or
2. your policy does not cover the damage; or
3. where you are claiming only for the loss of or damage to the glass in your vehicle's windscreen, windows or sunroof or for any scratches on the bodywork caused by breakage of glass.

F Authorisation of repairs

If you have an accident, you must take all possible steps to protect your vehicle and its accessories and contents. If the damage to your vehicle is covered by this insurance, you must contact us immediately. We will not pay for any further damage you cause if you try to drive your vehicle. One of our approved automotive assessors must inspect your vehicle before repairs are started. We will not be responsible for the cost of any new parts or accessories ordered, or repairs carried out, without our agreement. If we think the repair estimate is unreasonable, we may negotiate a lower estimate or pay for any work that may have been done and move your vehicle to another repairer. We have the right to move your vehicle to a safe storage place without asking you.

If we choose, we may arrange for the repairer to use suitable (possibly recycled) parts and accessories that are made by a company other than the manufacturer of your vehicle.

If your vehicle is damaged and a part or accessory cannot be repaired or replaced, we will only pay you the manufacturer's last United Kingdom list price. If your vehicle is an imported vehicle and the damaged part or accessory has never been available in the United Kingdom, we will only pay the manufacturer's last list price in the country your vehicle came from. We will not pay the cost of importing any part or accessory needed to repair your vehicle.

General conditions

If we consider that the repair estimate is unreasonable we reserve the right to contact the repairer and, if we cannot reach agreement on a revised estimate, to arrange for your vehicle to be moved to another repairer. In this event, we will pay for any work already completed and for any new part or accessory bought with our written consent and for the cost of completing repairs to the vehicle.

If, following loss or damage, we consider your vehicle to be beyond economic repair, we may arrange for it to be moved to a place of safe storage without your prior agreement.

You will be required to pay the repairer the amount of excess shown on your schedule before your vehicle is released to you after repair.

G Cancellation

1. Cancellation by us

We or our authorised agent may cancel this insurance by giving you seven days' written notice to your last known address (and in the case of Northern Ireland to the Department of the Environment for Northern Ireland).

You must then return your current certificate(s) of motor insurance to us. We will then return to you the pro-rata part of the premium you have paid provided that no claims have occurred during the current policy period.

Upon notification that your company has gone into administration, receivership or liquidation we will write to you to confirm that your policy will be cancelled by giving you seven days' written notice to your last known address. You must then return your current certificates of motor insurance to us. We will then return to you the pro-rata part of the premium you have paid provided no claims have occurred during the current policy period.

In the event of any claims being present under the policy at the time of cancellation, any return will be based on short period rates.

2. Non-payment of instalments

If you are paying your premium under an instalment scheme and you fail to keep up the payments we have the right to cancel this insurance with immediate effect and to recover the unpaid instalments from you.

3. Cancellation by you

Cancelling during the initial period of cover – 'Retail' customers only

If you have entered into this contract of insurance as a retail customer you have a right to cancel this insurance if you advise us or your insurance adviser within 14 days of the start date (or annual renewal date) of your policy or (if later) the day on which you receive the insurance policy documentation and supporting information.

You must return your current certificate(s) of motor insurance to us or your insurance adviser as part of your notice of cancellation.

General conditions

If you exercise your right to cancel the insurance policy during this initial period of cover, you will have to pay 'pro rata' rates for the period of time you have had insurance cover. Additional charges may include a proportion of any commission paid to your insurance adviser and a proportion of any fees charged by your insurance adviser, sufficient to cover their costs.

Cancelling after the initial period of cover – 'Retail' customers only

If you have entered into this contract of insurance as a retail customer (i.e. a 'consumer' as defined in the Financial Services (Distance Marketing) Regulations 2004) you may also cancel this insurance at any time after the initial period of cover by returning your current certificate(s) of motor insurance to us or your insurance adviser. A refund of premium may be due providing no claim has been made during the current period of insurance and will be calculated from the date on which we (or your insurance adviser) receives your current certificate(s) of motor insurance and will be calculated using our short period rates shown below.

Period of cover in the policy period not exceeding	Refund of premium
One month	80%
Two months	70%
Three months	50%
Four to five months	40%
Six months	30%
Seven months	20%
More than seven months	0%

Cancelling your cover – 'Commercial' customers only

If you have entered into this contract of insurance as a commercial customer (i.e. a customer who is not a retail customer) you may cancel this insurance at any time by returning your current certificate(s) of motor insurance to us (or your insurance adviser). A refund of premium will be due providing no claim has arisen during the current period of insurance. The refund of premium will be calculated from the date on which we receive your current certificate(s) of motor insurance and will be calculated using our short period rates – see Refund of Premium rates above.

General conditions

H Your duty to us

We will only be liable to make any payment under this insurance if

- you or any other person covered by this insurance have observed and fulfilled all its terms and conditions; and
- the statements made and information confirmed by you in your proposal form are to the best of your knowledge correct and complete.

I Care of your vehicle

You must take all reasonable steps to protect your vehicle against loss or damage and maintain it in a safe and roadworthy condition. You must allow us free access to examine your vehicle at all reasonable times.

J Total loss claims

If we agree to accept a claim under section 5 of this insurance document (Damage to your vehicle and fire and theft) and we consider your vehicle to be beyond economic repair

- settlement of the claim will be subject to us taking over ownership of your vehicle; and
- we will be entitled to deduct any amount of outstanding premium from any monetary payment made in respect of such claim.

If, to our knowledge, your vehicle is under a hire purchase or leasing agreement, any payment we make for total loss will be made to the hire purchase or leasing company whose receipt will be a full and final discharge.

K Other insurances

If at the time of any claim under this insurance there is any other cover in force insuring the same loss, damage or liability as our insurance, we will only pay any amount above that provided by the other insurance. This condition does not make us responsible for any amount which would not otherwise have been payable under any section of this insurance document.

L Deleted vehicle rebates

Underwriters reserve the right to withhold return premiums for vehicles deleted during the period of insurance if those vehicles have been involved in any accident or reported claim during the same period of insurance where:

a the insured vehicle is a total loss, or

b the deletion of vehicles has led to a significant reduction in vehicle numbers and/or premium, or c the policy has been cancelled.

General conditions

M False statements

If a claim is made which you or anyone acting for you knows is false, or if you give us incorrect information or fraudulent documents, we will not pay the claim, cover under this insurance will not be valid, and you will lose any premium you have paid. We may also contact the Police and/or relevant authority(s) in relation to possible criminal proceedings.

N Law

This policy is subject to English law and to the exclusive jurisdiction of the English courts, unless we have agreed otherwise with you and confirmed so in writing.

Customer care

About our service

We are committed to providing you with a high-quality service and we want to make sure that we maintain this at all times. If you feel that we have not provided a first-class service, or if you have any questions about your insurance, please contact the broker or intermediary who arranged cover for you.

If you are not satisfied with his or her response, please write, quoting the policy number shown on your schedule, to:

Complaints Manager
Lima Agency Ltd
One Caspian Point
Caspian Way
Cardiff Bay
CF10 4DQ

If you are still not satisfied

If the complaint cannot be resolved by us you may be referred to the Danish Insurance Complaints Board (the Board) or the U.K. Financial Ombudsman Service (FOS), depending on the nature of the complaint and whether it should properly be directed against the Insurer(s) or another party.

Further details will be provided on request and at the appropriate stage of the complaint process.

Contact details are as follows:

The Financial Ombudsman
Service Exchange Tower
183 Marsh
Wall London
E14 9SR
Tel No: 0800 023 4 567
E-mail: complaint.info@financial-ombudsman.org.uk

The Danish Insurance Complaints
Board Ankenævnet for Forsikring
Anker Heegaards Gade 2,
Postboks 360
DK-1572 Copenhagen
Denmark
Tel: 0045 3315 8900

In order for the Board to deal with your complaint, you will need to agree to their applying the rules of Danish law and practice in the adjudication process. Referring a complaint to the FOS or the Board is an alternative form of dispute resolution. It does not affect your right to take legal action.