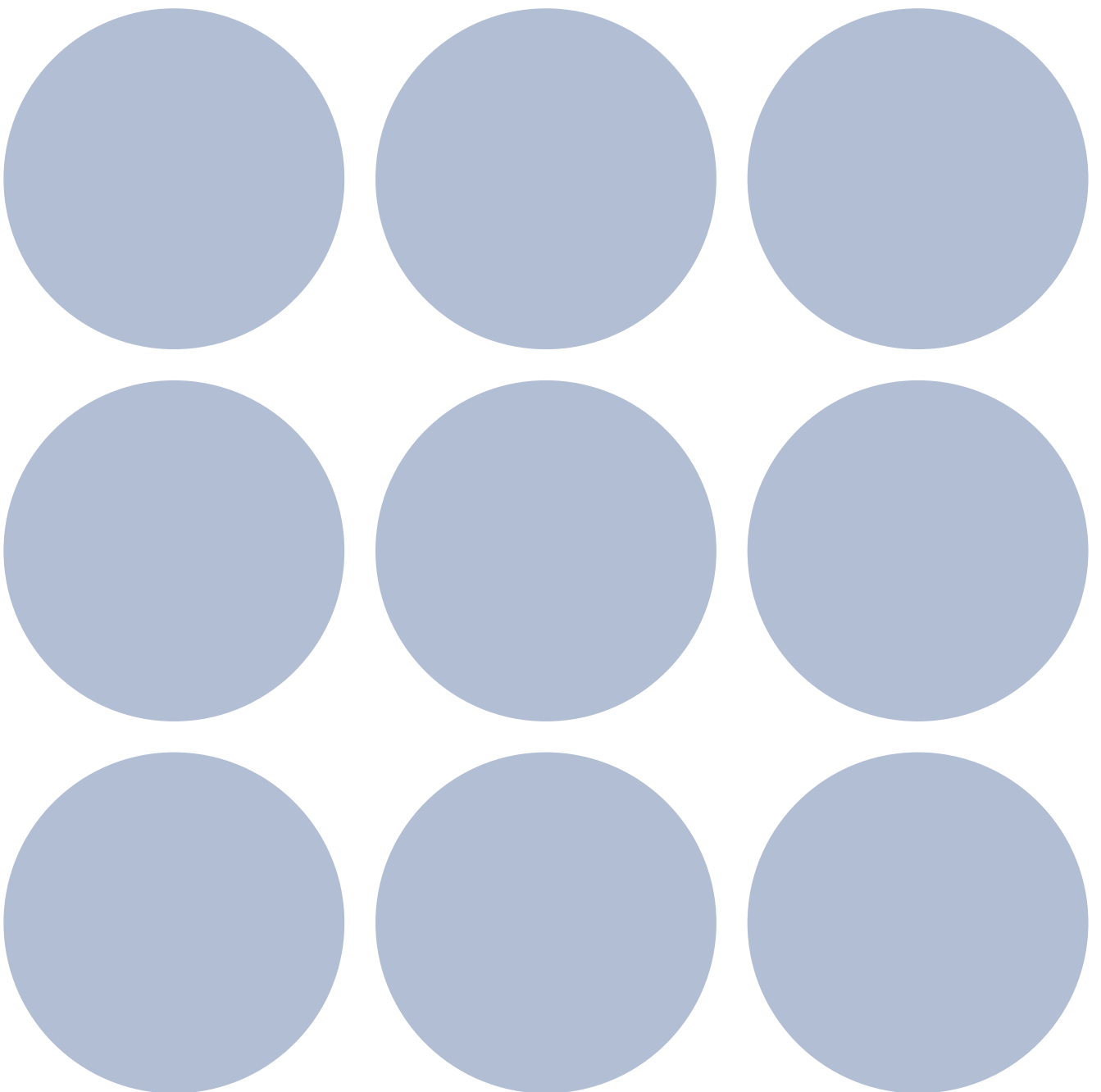


International Motor Fleet Insurance

Master Policy



Welcome to Zurich

Thank you for taking insurance out with us and welcome to Zurich Global Corporate UK.

As part of Zurich Financial Services Group, one of the world's largest insurance and financial services providers, we are able to provide innovative insurance solutions, products and services tailored to customers' domestic and international needs through an integrated global platform.

Our global network enables us to operate across national, regional and functional boundaries. We provide our customers with the benefit of our international expertise and detailed local knowledge.

At Zurich we believe in working closely with our customers and look forward to continue working with you.

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Your fleet policy

Having made to the Insurer a proposal, which is the basis of and forms part of this contract and paid or agreed to pay the premiums which are due on all Underlying Policies, the Insurer shall provide the insurance on the terms set out in this Policy during the period of insurance stated in the Schedule.

Law applicable to the contract

This Policy shall be governed and construed in accordance with the laws of England and shall be subject to the jurisdiction of the Courts of England.

For and on behalf of Zurich Insurance Ireland plc.

A handwritten signature in black ink, appearing to read 'Guy Munnoch', with a stylized flourish at the end.

Guy Munnoch
Chief Executive Officer

This is a legal document and should be kept in a safe place.

Please read this Policy, the Schedules and Endorsements carefully.

If they do not meet your needs please return them to the Insurer or your broker or agent.

Meaning of words

The Policy comprises this document and its Schedule(s) and any Endorsements issued by the Insurer. Certain words in the Policy have specific meanings. These meanings are given below and apply wherever the word(s) appear(s).

Underlying Policy

A motor insurance policy issued to the Insured or any subsidiary of the Insured within the territorial limits of this Policy by any member of the Zurich Financial Services group of companies or any representative of any member of the Zurich Financial Services group of companies, and listed in the Schedule.

Insured Vehicle

Any vehicle (excluding a steam driven vehicle) as follows:

- a) private car meaning any private car, estate car, utility car or minibus
- b) motorcycle meaning any motorcycle, motorcycle and sidecar or moped
- c) commercial vehicle meaning any motor vehicle other than a private car or a motorcycle which is insured under an Underlying Policy

Trailer

Any trailer which is the property of the Insured or for which the Insured is legally responsible and is insured under an Underlying Policy. The trailer does not include a disabled mechanically propelled vehicle.

Minibus

A motor vehicle with between 9 and 16 (inclusive) passenger seats.

Driver

Any person driving the Insured Vehicle and entitled to do so by the terms of an Underlying Policy.

Passenger

Any person other than the driver travelling in or on or getting into or out of the Insured Vehicle or any Trailer or disabled mechanically propelled vehicle attached to the Insured Vehicle.

Insured

The company listed in the Schedule as the Insured and any company insured under the terms of an Underlying Policy.

Road

Any place which is a road for the purpose of any compulsory motor insurance legislation operative within the territorial limits of the Policy.

Licence

A Licence to drive an Insured Vehicle of the same class as the Insured Vehicle.

Insurer

Zurich Insurance Ireland plc unless otherwise specified in the Schedule.

Pollution or Contamination

All pollution or contamination of buildings or other structures or of water or land or the atmosphere.

Section 1 – Third Party liability

If death or bodily injury or damage to property is caused by or arises out of the use of or in connection with the loading or unloading of the Insured Vehicle or an attached Trailer the Insurer will indemnify

- a) the Insured;
- b) any person permitted by the Insured to drive provided that such person holds a Licence or has held and is not disqualified from holding or obtaining such a Licence unless a Licence is not required by law;
- c) any person (other than the driver) permitted by the Insured to use the Insured Vehicle for social domestic or pleasure purposes;
- d) at the request of the Insured any person being carried in or upon or entering or getting into or alighting from the Insured Vehicle;
- e) the legal representatives of any deceased person who would have been entitled to indemnity under this Section;

against their legal liability in respect of such death or bodily injury or damage and will in addition pay

- (i) solicitors' fees for representation at any Court of summary jurisdiction or at any Coroners Inquest or Fatal Inquiry in respect of any act which may be the subject of indemnity under this Section;
- (ii) costs of legal services arranged by the Insurer for defending a charge of manslaughter, causing death by dangerous driving or causing death by careless driving when under the influence of drink or drugs (or any equivalent local charge in a country within the territorial limits of this Policy);
- (iii) other legal costs and expenses incurred with the Insurer's written consent.

Exceptions to Section 1

The Insurer shall not be liable in respect of

- a) death of or bodily injury to any person arising out of, or in the course of, that person's employment by the person claiming indemnity under this Section if insurance cover in respect of liability for such death or bodily injury is in fact provided pursuant to a requirement of any compulsory Employers' Liability legislation within the territorial limits of this Policy;
- b) damage to property owned by or held in trust by or in the custody or control of the Insured or any other person claiming to be indemnified under this Section or being conveyed by such Insured Vehicle;
- c) damage to or loss of the Insured Vehicle;
- d) for any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from the Insured Vehicle whilst in or on that part of any aerodrome, airfield, airport or military installation provided for:
 - (i) the takeoff or landing of aircraft and aerial devices or for the movement of aircraft and aerial devices on the ground;
 - (ii) aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars;

- e) for death of or bodily injury sustained by any person or damage to property directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance;

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident took place;

- f) in connection with any Insured Vehicle bearing a Trade Plate for death of or bodily injury to any person or damage to property caused or arising beyond the limits of a road except when during the course of the journey it is temporarily garaged elsewhere than in or on any premises which is owned by or in the occupation of the Insured;
- g) for death of or bodily injury to any person or damage to property arising while a commercial vehicle or plant forming part of such vehicle or attached thereto is working as a tool of trade.

This exception does not apply to any:

- (i) goods carrying commercial vehicle
 - (ii) forklift truck
 - (iii) agricultural tractor, self-propelled agricultural or forestry machine or any trailer attached to such vehicle.
- h) any amount in excess of the Policy Limits shown in the respect of any one claim or number of claims arising out of one cause;
and in respect of commercial vehicles only
 - i) death or bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to such Insured Vehicle for loading or the taking away of the load from such Insured Vehicle after unloading by any person other than the driver or attendant of such Insured Vehicle;
 - j) for death of or bodily injury to any person or damage to property directly or indirectly attributed to:
 - (i) any defects in or the action of any commodities or goods or anything (including packaging containers and labels) transported by or disposed of from the Insured Vehicle or any vehicle not the property of the Insured or provided by the Insured;
 - (ii) treatment given or services provided at or from the Insured Vehicle or any other vehicle.

Exceptions g), i) and j) to Section 1 shall not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the territorial limits of this Policy.

Section 2 – Terrorism

For the purposes of this Policy terrorism means the use of threat of action where

- 1 The action
 - a) involves serious violence against the person
 - b) involves serious damage to property
 - c) endangers a person's life, other than that of a person committing the act
 - d) creates a serious risk to health and safety of the public or a section of the public
 - e) is designed seriously to interfere with or seriously to disrupt an electronic system

and

- 2 the use or threat is designed to influence the Government or to intimidate the public or a section of the public

and

- 3 the use or threat is made for the purpose of advancing a political, religious or other ideological cause.

The Insurers liability under section 1 of this Policy in respect of any claim arising directly or indirectly from terrorism shall be as stated in the Schedule.

Section 3 – Trailers

The indemnity provided by Section 1 shall apply in respect of any Trailer as though it were the Insured Vehicle.

Provided that

- a) for the purpose of Exception (b) of Section 1 an Insured Vehicle and a Trailer or Trailers attached thereto shall together be deemed to constitute one Insured Vehicle;
- b) the Insurer shall not be liable by virtue of this Section to indemnify the Insured in connection with any Insured Vehicle or Trailer while such Insured Vehicle is drawing a greater number of Trailers than is permitted in law.

Section 4 – Vehicle loaned or hired

Where required by a contract entered into by the Insured the Insurer will in the terms of and subject to the limitations of Section 1 indemnify the owner of any vehicle loaned or hired to the Insured provided that such owner is not entitled to indemnity under any other policy.

Section 5 – Cross liabilities

In respect of claims under Section 1, if more than one company or individual is named as the Insured the insurance granted shall apply jointly and individually to all such companies and individuals.

Provided always that the total limit of liability under this Policy in respect of any one accident or series of accidents arising out of one event shall not exceed the limit of indemnity specified in the Policy, Schedule or any Endorsements.

Section 6 – Unauthorised use

The Insurer will indemnify the Insured in the terms of Section 1 whilst the Insured Vehicle is being used without the knowledge or consent of an authorised official of the Insured. The Insurer shall not be liable under the terms of this Section to indemnify any person driving or using the Vehicle.

Section 7 – Territorial limits

The Policy applies within any country in which an Underlying Policy has been issued to the Insured and to any country for which cover is provided under such Underlying Policy.

Section 8 – Unlicensed drivers

The requirement of this Policy that the driver must hold a Licence or have held and not been disqualified from holding or obtaining such a Licence shall not apply in circumstances where a Licence to drive is not required by law.

Provided always that the terms of the Policy and the Underlying Policy shall otherwise apply.

Section 9 – Indemnity to principals

Section 1 is extended to indemnify any Principal of the Insured against liability at law arising out of the use of the Insured Vehicle in connection with any contract entered into between the Insured and such Principal.

Provided always that

- a) the Insurer shall not be liable for injury loss or damage arising out of the negligence or other default of the Principal or his servants or agents;
- b) the Insurer shall have the sole conduct and control of any claim arising under the terms of this Section;
- c) such Principal is not entitled to indemnity under any other policy.

Section 10 – Contingent liability

The indemnity granted by Section 1 shall extend to apply in respect of liability incurred by the Insured arising out of the use of any private car not owned or provided by the Insured while being used with the permission of the Insured in connection with the Insureds business by any person in the employ of the Insured.

Provided always that:

- a) the Insurer shall not be liable in respect of loss or damage to such private car;
- b) the Insured has taken all reasonable steps to ensure that there is in force in respect of such private car an insurance that is valid for such use;
- c) if any claim covered by this section is also covered by any other insurance then notwithstanding condition 3 the Insurer shall not be liable to make any contribution to such claim.

Section 11 – Contingent liability (vehicles hired with driver)

The indemnity granted by Section 1 shall extend to indemnify the Insured in the event of any accident caused by or through or in connection with any motor vehicle hired (otherwise than under a hire purchase agreement) by the Insured for the purposes of his business but excluding any vehicle that is being driven by or is for the purpose of being driven by him in the charge of the Insured or a person in his employ.

Provided always that

- a) for the purpose of this Section the words in Exception (i) to Section 1 “by any person other than the driver or attendant of such vehicle shall be deemed to be deleted”;
- b) the Insurer shall not be liable in respect of damage to or loss of such vehicle;
- c) if at the time of the occurrence of any accident giving rise to a claim under this Section there is any other existing insurance covering the same liability the Insurer shall not be liable to make any payment and Condition 3 of the Policy shall not apply.

Conditions which apply to the whole policy

1. Accidents, claims and proceedings, either civil or criminal, which may lead to a claim under this Policy must be reported to the Insurer in writing without delay. Any writ or summons must be sent to the Insurer immediately.
2. Except with the written consent of the Insurer no person shall be entitled to represent or admit liability on behalf of the Insurer, the Insured or any person claiming indemnity under this Policy. The Insurer shall be entitled to conduct the defence or settlement of any claim and to instruct solicitors of its choice to act for the Insured in any civil or criminal proceedings arising from any event giving rise to it.
3. If any other insurance covers the same indemnity provided under this Policy the Insurer shall only be liable for any amount in excess of such other insurance subject to the limits of liability shown in this Policy.
4. The Insured will take all reasonable steps to maintain and use the Insured Vehicle in a safe condition and to comply with statutory regulations.
5. Observance of the terms of the Policy relating to anything to be done or complied with by the Insured or, so far as they apply, to any other person entitled to indemnity or benefit under it shall be a condition precedent to liability of the Insurer. Upon proof of breach of this condition the Insurer shall be entitled to recover from such persons all sums paid by the Insurer including those for which the Insurer would not have been liable but for the provisions of any compulsory motor insurance legislation operative within the territorial limits of this Policy.
6. This Policy may be cancelled:
 - a) by the Insurer giving not less than thirty days notice by Recorded Delivery to the last known address of the Insured;
 - b) by the Insured with such cancellation being effective from 30 days after the date of receipt by the Insurer of the request to cancel the Policy.
7. If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with current statutory provisions. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurer.

Exclusions which apply to the whole policy

The Insurer shall not be liable in respect of

1. any consequence of war, invasion act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power except as necessary to meet the requirements of any compulsory motor insurance legislation operative within the territorial limits of this Policy.
2. any consequence of
 - a) earthquake occurring elsewhere than in any member country of the European Union
 - b) riot or civil commotion occurring
 - (i) in Northern Ireland;
 - (ii) elsewhere than in any other member country of the European Union.
3. any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. any loss destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
 5. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement unless the conduct and control of the claims is vested in the Insurer but in any event there will be no indemnity provided in respect of liquidated damages or under any penalty clause.
 6. any claim directly or indirectly arising from use of the Insured Vehicle otherwise than in accordance with the limitations as to use specified in the Underlying Policy.
 7. any claim directly or indirectly arising from the driving of the Insured Vehicle by any person who to the knowledge of the Insured does not hold a Licence unless the person has held and is not disqualified for holding or obtaining such a Licence. This exclusion shall not apply when a Licence is not required by law.

Complaints procedure

Zurich is committed to providing a high level of service to all its customers. However, if you have any cause for complaint you should in the first instance, contact either your broker or us directly.

If the matter is not resolved to your satisfaction, please contact the Chief Underwriting Officer.

You can telephone 020 7648 3200.

Or write to:

Chief Underwriting Officer, Zurich Global Corporate UK
London Underwriting Centre, 3 Minster Court, Mincing Lane, London EC3R 7DD

If you are still not satisfied, please contact the Chief Executive Officer's Office.

You can telephone 020 7648 3200.

Or write to:

Chief Executive Officer, Zurich Global Corporate UK Ltd
London Underwriting Centre, 3 Minster Court, Mincing Lane, London EC3R 7DD

A member of the Chief Executive Officer's Office will respond to your complaint and offer resolution wherever possible. Written complaints will be acknowledged within one working day of receipt. If after four weeks you have had no contact, a letter of explanation will be issued.

If you are still not happy with the way we have dealt with your complaint you may be eligible to have your case reviewed by the Financial Ombudsman Service.

This is a free and impartial service available to businesses, with a turnover of £1 million (€1.5 million**) or less.

You can telephone: 0845 080 1800 or email: enquiries@financial-ombudsman.org.uk

Or write to:

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

You are entitled to refer to the Financial Ombudsman Service at any stage of your complaint. Your legal rights are unaffected.

**At an exchange rate of 1GBP = 1.5 Eur.

Policy Form Reference FL200

Zurich Global Corporate UK

London Underwriting Centre, 3 Minster Court, Mincing Lane, London EC3R 7DD, England.
www.zurich.com

Zurich Global Corporate UK is a trading name for the following companies:

Zurich Insurance plc.

A limited company incorporated in the Republic of Ireland No. 13460. UK Branch registered in England and Wales No. BR7985.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4. Head Office in the UK: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire, PO15 7JZ.

Authorised by the Irish Financial Regulator and regulated by the Financial Services Authority for the conduct of UK business.

