

Aioi Nissay Dowa Insurance UK
Limited Vehicle Leasing
Policy Wording (Owned)

WELCOME

Thank you for choosing Aioi Nissay Dowa Insurance. This booklet contains details of your cover. It should be read along with your Policy Schedule (including any Endorsements on it) and Certificate of Motor Insurance.

Please take time to read all sections within this booklet along with your Policy Schedule to make sure your information is correct, the insurance meets your needs and you understand the terms, exclusions and conditions.

Please contact your insurance broker if any information is incorrect or if there is anything you do not understand. If anything changes, please contact your insurance broker. If any information is incorrect this could affect the validity of this Policy or the extent to which a claim is covered.

Throughout this booklet we refer to Aioi Nissay Dowa Insurance UK Limited as the Insurer. This insurance policy is managed by Apollo MGA Limited, on behalf of Aioi Nissay Dowa Insurance UK Limited.

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This insurance policy is written by Aioi Nissay Dowa Insurance UK Limited and is managed by Apollo MGA Limited.

Apollo MGA Limited (FRN 946200 / Company Number 13079112) is an Appointed Representative and is authorised to act on behalf of Davies MGA Services Limited (FRN 597301 / Company Number 07834776) (the “Principal”), which is authorised by the Financial Conduct Authority (FCA) to carry out certain insurance services. Please see the Financial Services Register for further information: <https://register.fca.org.uk/s/>

Apollo MGA and Apollo MGA Limited are trading names of Apollo MGA Limited which is an appointed representative of Davies MGA Services Limited, a company authorised and regulated by the Financial Conduct Authority under firm reference number 597301 to carry on insurance distribution activities. Apollo MGA Limited is registered in England and Wales with company number 13079112. Registered office at 1 Bishopsgate, London, England, EC2N 3AQ.

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

POLICY DEFINITIONS

The following definitions apply to this Policy and are denoted by a capital first letter throughout this Policy.

Unless specified elsewhere in the contract the defined words and phrases listed below have the same meaning wherever they appear within this Policy.

Accessories

The part(s) of an Insured Vehicle which are permanently integrated in or removable from a housing unit within the Insured Vehicle and designed to be operated only by the power of the vehicle: including a radio, in-vehicle entertainment and global positioning system (GPS).

Certificate of Motor Insurance

Evidence of the existence of motor insurance as required by law. It contains details of who may drive the Insured Vehicle subject to any clause(s) specified on the Policy Schedule and describes the purposes for which the Insured Vehicle may be used.

Concierge Period

The period beginning at the time the Driver has begun operating an Insured Vehicle solely and exclusively for the purpose of fulfilling the requested Concierge Services. The period ends when the Driver has exited the Insured Vehicle having arrived at the agreed delivery point.

Concierge Services

The pick-up and delivery of an Insured Vehicle which has been arranged via the Named Insured and is more fully described in the Independent Contractor Agreement.

Driver

A professional driver who fulfils the eligibility criteria of the Named Insured and who has entered into an Independent Contractor Agreement with the Named Insured to operate an Insured Vehicle to provide Concierge Services on behalf of the Named Insured.

Endorsement

A contract amendment formally changing the terms of this Policy, as shown in the Policy Schedule.

Excess

The amount the Named Insured pays towards the agreed cost of any claim under this Policy. This amount applies to each Insured Vehicle.

Hazardous Goods

Means goods of a generally hazardous or dangerous nature and/or quantity that require carriage in accordance with:

- a) The Dangerous Substances (Conveyance by Road in Road Tankers and Tank Containers) Regulations 1992; and/or

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- b) The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009; and/or
 - c) The Carriage of Dangerous Goods Manual published by the Health and Safety Executive or in any other equivalent Acts or publications of a similar name or nature.

Independent Contractor Agreement

The agreement between the Named Insured and the Driver under which the Driver is contracted to provide Concierge Services for the Named Insured.

Insured Vehicle

Means a motor vehicle that is registered within the Territory and is covered under the terms and conditions of this Policy, as confirmed by the Policy Schedule and the relevant Certificate of Motor Insurance, during the Concierge Period only.

Insured Vehicle does not include any motor vehicle that is registered outside of the Territory and/or those listed in General Exclusion 3.7 Vehicle Categories. This Policy explicitly excludes vehicles being used for any use other than the provision of Concierge Services, unless agreed by the Insurer and amended by Endorsement. Section 1 Insuring Agreement includes use whilst towing a trailer or broken-down motor vehicle whilst attached to the Insured Vehicle.

Insurer

Aioi Nissay Dowa Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register number 816870. Aioi Nissay Dowa Insurance UK Limited is registered in England and Wales (Company Number: 11105895), registered office: 52-56 Leadenhall Street, London, EC3A 2BJ.

Legal Costs

Fees, costs, disbursements and/or expenses of any Legal appointed to act with the Insurer's consent, reasonably incurred to defend or represent the Named Insured and/or Driver in accordance with the terms of this Policy.

Legal Representative

A solicitor, barrister or any other appropriately qualified person appointed in the name of and on behalf of the Named Insured and/or Driver with the Insurer's agreement to act for the Named Insured in accordance with the terms of this Policy.

Limit of Indemnity per claim

The applicable limit stated in the Policy Schedule per claim or series of claims arising out of one originating event during the Period of Insurance. Irrespective of the number of persons who may be legally liable and regardless of the number of claims made, all claims and losses which arise from the same original event will be regarded as one claim.

Limit of Indemnity in total

The limit stated in the Policy Schedule and is the maximum amount payable by the Insurer under this Policy during the Period of Insurance irrespective of the number of claims made and/or the number of claimants and/or the number of Drivers.

Limit(s) of Indemnity

The Limit of Indemnity per claim and the Limit of Indemnity in total, provided always that the indemnity under this Policy shall not fall below the minimum requirements of the laws relating to the compulsory insurance of motor vehicles within the Territory.

Market Value

The cost of replacing an Insured Vehicle, including any Accessories (at the time the loss occurred) with one of the same make, model, mileage, specification and condition as determined by reference to reputable vehicle value publications.

Named Insured

The platform operating the vehicle leasing, named on the Policy Schedule.

Period of Insurance

The period of time covered by this Policy, as shown in the Policy Schedule.

Policy

The contract of insurance formed of the documents described herein, including the Policy Schedule (including any Endorsements on it) and Certificate of Motor Insurance. All of which must be read together as one contract.

Policy Schedule

Sets out details of the Named Insured and the insurance protection provided.

Territory

England, Wales, Scotland and those countries as listed under Section 1.6, Foreign Use.

Terrorism

Terrorism is defined as follows:

- a) In the United Kingdom of Great Britain and Northern Ireland, including the Channel Islands and Isle of Man, "terrorism" shall follow the interpretation as set out in Part 1 of the Terrorism Act 2000 or as per any subsequent amendments thereto or successors thereof (as replicated hereunder).
- b) In any other territory which has equivalent legislation to the Terrorism Act 2000, "terrorism" will follow the definition in that legislation.
- c) In any other territory other than 1 and 2 above the UK Terrorism Act 2000 or subsequent amendments thereto or successors thereof will be deemed to be the applicable definition

Part 1 of the Terrorism Act 2000 contains the following definition-

“(1) In this Act "terrorism" means the use or threat of action where -

- (a) the action falls within subsection (2),*
- (b) the use or threat is designed to influence the government or an international governmental organisation or to intimidate the public or a section of the public, and*
- (c) the use or threat is made for the purpose of advancing a political, religious, racial or ideological cause.*

(2) Action falls within this subsection if it-

- (a) involves serious violence against a person,*

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

(3) The use or threat of action falling within the subsection (2) which involves the use of firearms or explosives is terrorism whether or not subsection 1 (b) is satisfied.

(4) In this section –

- (a) *“action” includes action outside the United Kingdom,*
- (b) *a reference to any person or to property is a reference to any person, or to property, wherever situated,*
- (c) *a reference to the public includes a reference to the public of a country other than the United Kingdom, and*
- (d) *“the government” means the government of the United Kingdom, of a part of the United Kingdom or of a country other than the United Kingdom.*

(5) In this Act a reference to action taken for the purposes of terrorism includes a reference to action taken for the benefit of a proscribed organisation.”

SECTION 1 – INSURING AGREEMENT

To be read in conjunction with all Policy provisions, General Conditions and General Exclusions

1.1 Liability to Others

The Insurer will indemnify the Named Insured against all sums (including claimant's costs) which the Named Insured shall be legally liable to pay caused by, or arising out of the use of the Insured Vehicle within the Territory during the Period of Insurance resulting in:

- 1.1.1 Death of or bodily injury to any other persons; and/or
- 1.1.2 Damage to the property of any other persons subject to the Limit(s) of Indemnity.

Exclusions applicable to this Section 1.1

The Insurer will not indemnify the Named Insured against:

- 1.1.3 Death of or bodily injury to any person arising out of or in the course of their employment by the Named Insured (except as required by the Road Traffic Acts).
- 1.1.4 Any liability to the Driver (except as required by the Road Traffic Acts).

1.2 Other persons

The Insurer will extend the indemnity in Section 1.1 to the following persons in accordance with this Policy within the Territory during the Concierge Period:

- 1.2.1 Drivers provided that the Driver was using the Insured Vehicle to provide Concierge Services and in accordance with this Policy;
- 1.2.2 Any passenger whilst travelling in, getting into or out of the Insured Vehicle.

The maximum the Insurer will pay out on a claim for damage to the property of any Third Party under 1.2 is subject to the Limit(s) of Indemnity. The payment of any claim or any Legal Costs in respect of any one Driver and/or passenger, shall reduce the applicable Limit(s) of Indemnity available in respect of any other claim made under this Policy.

Exclusions applicable to this Section 1.2

The Insurer will not indemnify under this Section 1.2 for any accidents or claims involving:

- 1.2.3 Re-hire by the Driver or any use of the Insured Vehicle for which the Driver has received a fee of any kind for its use;
- 1.2.4 Death or bodily injury to any person arising out of or in the course of their employment by a Driver (except as required by the Road Traffic Acts);
- 1.2.5 Any liability to the Driver (except as required by the Road Traffic Acts).

1.3 Emergency Treatment

If there is an accident within the Territory which is covered by this Policy, the Insurer will pay the cost of any emergency treatment or hospital treatment as required by the relevant road traffic legislation for emergency treatment.

1.4 Legal Costs

If there is an accident within the Territory which is covered by this Policy, the Insurer has the option (entirely at its discretion) to also pay Legal Costs to represent the Named Insured or Driver:

- 1.4.1 In defending a claim brought against the Named Insured which the Insurer has confirmed is covered under Section 1.1;
- 1.4.2 In defending a claim brought against the Driver which the Insurer has confirmed is covered under Section 1.2;
- 1.4.3 At a coroner's inquest or fatal accident enquiry; and/or
- 1.4.4 In criminal proceedings arising out of an accident.

Legal costs must be agreed by the Insurer in advance. The Insurer shall choose a Legal Representative to represent the Named Insured and/or Driver, unless agreed expressly in writing due to exceptional circumstances such as conflict of interest. In accepting payment of Legal Costs under this Policy, the Named Insured and/or Driver is agreeing to the appointment of a Legal Representative, the Named Insured and/or Driver agrees to cooperate with the Legal Representative and provide the Legal Representative any information as it requires, in a timely manner.

Exclusions applicable to this Section 1.4

The Insurer shall not pay under this section for:

- 1.4.5 Any exemplary, aggravated or punitive damages or fixed penalties, fines or any costs arising from the acts or omissions of the Named Insured and/or Driver or for the cost of implementing any remedial order or publicity order;
- 1.4.6 Legal Costs in proceedings resulting from any deliberate or intentional criminal act or omission by the Named Insured and/or Driver;
- 1.4.7 Legal Costs under sub-section 1.4.3 and 1.4.4 if the criminal proceedings arise out of an accident, occurrence, loss or damage caused directly or indirectly whilst a Driver has a blood alcohol level exceeding the prescribed limit as decreed by the Road Traffic Acts or any other relevant legislation or is under the influence of drugs, whether prescribed or not, to a level which would be a driving offence or any illegal substance.

1.5 Loss of or Damage to the Insured Vehicle

This sub-section of the Policy only applies if the Policy Schedule confirms that the Named Insured is entitled to this cover.

If this sub-section applies, the Insurer will indemnify the Named Insured for loss of or physical damage to the Insured Vehicle and its Accessories, caused by an occurrence, explosion, fire, lightning, malicious damage, vandalism, theft or attempted theft, up to:

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- 1.5.1 The Market Value of the Insured Vehicle at the time of the loss or damage; or
 - 1.5.2 The Market Value last declared to the Insurer;

whichever is less.

Subject always to the Limit(s) of Indemnity within the Policy Schedule.

If the Insurer agrees to pay for damage to be repaired, the Insurer may decide to use suitable parts which are not supplied by the original manufacturer.

Conditions applicable to this Section 1.5

- 1.5.3 The Insurer may at the Insurer's option repair, reinstate, replace or make good by payment of money for any loss or damage. If to the Insurer's knowledge the Insured Vehicle is the subject of a hire purchase, leasing or contract hire agreement, such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the Insurer in respect of such loss or damage. The Insurer's liability for any part or Accessory shall be for the value of the part or Accessory at the time of the accident not exceeding the manufacturer's last list price.

Exclusions specific to this Section 1.5

In addition to the Exclusions set out at Section 3, with respect to this sub-section 1.5, the Insurer shall not be liable to pay for:

- 1.5.4 Wear and tear, depreciation, reduction in Market Value following or because of repair, or any repairs which increase the Market Value;
- 1.5.5 More than the manufacturer's latest list price of any part or accessory as at the date of repair or replacement;
- 1.5.6 Loss of use of the Insured Vehicle or any other indirect loss;
- 1.5.7 Loss of or damage to the Insured Vehicle arising from theft or attempted theft whilst the ignition key or other removable ignition device has been left in or on the Insured Vehicle;
- 1.5.8 Loss of or damage arising from deception and or fraud by a purported purchaser or hirer;
- 1.5.9 Loss of or damage to the Insured Vehicle directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- 1.5.10 Loss or damage to the Insured Vehicle caused by any government, public or local authority legally removing, keeping or destroying it;
- 1.5.11 Loss of, or damage to, the Insured Vehicle by a family member of the Driver or other employee of the Named Insured unless the person is reported to the police for taking the Insured Vehicle without consent and no subsequent statement is made indicating that such a person did in fact have permission;
- 1.5.12 Personal effects;
- 1.5.13 Personalised registration plate;
- 1.5.14 Goods being carried within the Insured Vehicle;
- 1.5.15 Tool of trade (Special types/plant forming part of the Insured Vehicle);
- 1.5.16 Loss of fuel.

1.6 Foreign use

This Policy will provide in respect of the Insured Vehicle the minimum indemnity required to comply with the laws relating to compulsory insurance of motor vehicles in any country listed below:

Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, The Channel Islands and The Isle of Man.

With the prior approval of the Insurer the full benefits of this policy may apply in the countries listed above, including when the Insured Vehicle is being transported.

As part of a valid claim under this Policy the Insurer will pay:

- The costs of recovering the Insured Vehicle if it is not driveable, and of returning the Insured Vehicle back to the UK, if required;
- Any customs duty charged.

SECTION 2 – GENERAL CONDITIONS

To be read in conjunction with all Policy provisions, General Conditions and General Exclusions.

2.1 Payment of Premium

The Named Insured shall pay the premium or any agreed instalment thereof per the Schedule. Where the Named Insured has failed to pay a premium for any given period of cover then the Insurer will be entitled to decline any claims arising from accidents occurring during that period unless and until the outstanding premium is paid in full. For the avoidance of doubt, in the event of such failure the Insurer reserves the Right of Recovery set out in Section 2.16.

2.2 Supply of Vehicle Data

- 2.2.1 The Named Insured shall supply to the Insurer within 7 calendar days of the commencement of the Independent Contractor Agreement details of the vehicles whose use is covered by this Policy for entry on the Motor Insurance Database.
- 2.2.2 The Named Insured must tell the Insurer at the agreed frequency and in the agreed format of any change of vehicle, deletion or acquisition of an additional vehicle, whether permanent or temporary, and cover for any new vehicle shall be subject to such terms and adjustment of premium as the Insurer may require.
- 2.2.3 At the end of each successive period as specified by clause(s) on the Policy Schedule the premium will be proportionately adjusted as necessary as set out in the Policy Schedule.

2.3 Reasonable Precautions

- 2.3.1 The Named Insured or Driver shall abide by the terms, conditions, General Conditions, exclusions and General Exclusions of this Policy and shall take all reasonable precautions to prevent the occurrence of loss, damage and/or liability.
- 2.3.2 The Named Insured shall take all reasonable steps to:
 - 2.3.2.1 Ensure that the obligations of the Drivers detailed in the Independent Contractor Agreement are maintained, supervised and enforced;
 - 2.3.2.2 Ensure Drivers meet the Named Insured's eligibility criteria;
 - 2.3.2.3 Identify and prevent any fraud or misuse of the Named Insured platform;
 - 2.3.2.4 Ensure that the Insured Vehicle remains in an efficient and roadworthy condition, and in keeping with the requirements of the Named Insured and the Road Traffic Acts;
 - 2.3.2.5 Prevent use of the Insured Vehicle where it requires servicing;
 - 2.3.2.6 Ensure that the Insured Vehicle is not altered, changed or modified in any way (including cosmetic changes) from the manufacturer's standard specification (excluding manufacturer's options fitted at the time of original purchase, or adaptations for disabilities).
- 2.3.3 The Driver shall take all reasonable steps to:
 - 2.3.3.1 Maintain the Insured Vehicle in an efficient and roadworthy condition, and in keeping with the requirements of the Named Insured and the Road Traffic Acts;
 - 2.3.3.2 Ensure that the Insured Vehicle is not altered, changed or modified in any way (including cosmetic changes) from the manufacturer's standard specification (excluding manufacturer's options fitted at the time of original purchase, or adaptations for disabilities);
 - 2.3.3.3 Drive the Insured Vehicle in a safe manner and in keeping with the Road Traffic Acts.

2.4 Claims Procedure

If the Named Insured and/or Driver becomes aware of any occurrence or loss involving the Insured Vehicle and a third party or any other occurrence which may lead to a claim by the Named Insured and/or Driver or a third party, the Named Insured and/or Driver must:

- 2.4.1 As soon as reasonably possible inform the police, and at least within 24 hours of discovery of the occurrence, if an Insured Vehicle is stolen, and provide the Insurer with the crime reference number;
- 2.4.2 As soon as reasonably possible notify the Insurer of any accident or claim, and with all reasonable speed provide such information as the Insurer requires including but not limited to potential witness details;
- 2.4.3 As soon as reasonably possible inform the Insurer of the address to which the Insured Vehicle has been recovered, or the Named Insured may be liable for any storage charges incurred;
- 2.4.4 At the Insurer's request, provide any documents or information that the Insurer may reasonably require. Examples of documents or information that may be requested include driving licences, vehicle registration documents or proof of M.O.T.;
- 2.4.5 Send to the Insurer immediately on receipt any correspondence or document relating to a claim made by a third party, to include a letter of claim, claim notification form, writ, summons or any other document received;
- 2.4.6 Send to the Insurer immediately on receipt any notice of prosecution, inquest or fatal accident enquiry involving the Insured Vehicle;
- 2.4.7 Not pay or offer to pay any money or make any admission of liability without the Insurer's previous consent;
- 2.4.8 Allow the Insurer in the Named Insured's name or the name of any person entitled to indemnity under this Policy to take over and, during such periods as the Insurer thinks proper, to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and the Named Insured shall give the Insurer all necessary assistance for that purpose;
- 2.4.9 Allow access to the Insured Vehicle at all reasonable times for inspection by the Insurer's authorised representative;
- 2.4.10 Follow the Legal Representative's advice and provide any information they request.

Subject to the above, in order to claim under this Policy, the Named Insured must contact Sopp & Sopp at:

Sopp+Sopp
Cygnet Road
Summit Park
Peterborough
PE7 8FD

Email: apollo@soppandsopp.co.uk

Phone Number: 0300 303 4606

Please provide the following information when giving notice of an accident or claim:

- Your Policy number;
- Driver's name, address and date of birth;
- Vehicle registration;
- Details of all other parties including name, address, contact number, email;

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- Date and exact time, location and description of the accident, event, damage or loss;
 - Any evidence such as photographs, video footage or GPS tracking data, if available.

2.5 Other Insurance

If at the time of any accident which results in a claim under this Policy there is any other insurance covering the same liability, loss, damage or bodily injury, cover or indemnity under this Policy will be in excess of and contingent upon the cover under such other insurance first being exhausted.

2.6 Fraud

The Insurer shares information with other insurers, law enforcement and fraud prevention agencies for the purposes of preventing and/or prosecuting fraud and money laundering.

If the Named Insured and/or Driver or anyone acting on their behalf:

- 2.6.1 Makes any false or fraudulent claim;
- 2.6.2 Makes any exaggerated claim;
- 2.6.3 Supports a claim and/or application for an Independent Contractor Agreement by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine); or
- 2.6.4 Makes a claim for loss or damage which the Named Insured or anyone acting on the Named Insured's behalf deliberately caused; the Insurer will:
 - 2.6.4.1 Refuse to pay the whole of the claim; and
 - 2.6.4.2 Recover from the Named Insured any sums that the Insurer has already paid in respect of the claim.
- 2.6.5 The Insurer may also notify the Named Insured that the Insurer will be treating the Policy as having terminated with effect from the date of the earliest of any of the acts set out in 2.6.1 to 2.6.4 above. In that event, the Named Insured will:
 - 2.6.5.1 Have no cover under the Policy from the date of the termination; and
 - 2.6.5.2 Not be entitled to any refund of premium.

The Insurer will not invoke the remedies which might otherwise have been available to the Insurer under this Condition 2.6 (Fraud) as against the Named Insured, if an act of fraud relates to a particular person who is not the Named Insured. However, if the person concerned or the Named Insured on their behalf commits a fraudulent act, the Insurer may invoke the remedies available against the Named Insured under this General Condition as against that particular person, as if a separate insurance contract had been issued to such person, leaving the remainder of the Policy unaffected.

2.7 Fair Presentation of the Risk

- 2.7.1 The Named Insured must make a fair presentation of the risk to the Insurer at inception, renewal and variation of the Policy;
- 2.7.2 If any failure to make a fair presentation of the risk is deliberate or reckless, the Insurer may treat this Policy as having been terminated from inception and retain the premium;
- 2.7.3 If any failure to make a fair presentation is not deliberate or reckless, however the Insurer would not have issued this Policy had a fair presentation been made, the Insurer may treat this Policy as having been terminated from inception and shall return the premium to the Named Insured;

2.7.4 In cases of any other failure to make a fair presentation, if the Insurer would have issued this Policy but:

2.7.4.1 On different terms (other than terms relating to the premium), the Insurer may require that this Policy is treated as if it had been entered into on those different terms from the outset; or

2.7.4.2 Would have charged a higher premium, the Insurer may reduce the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims) in the same proportion that the premium actually charged represents as a percentage of the premium we would have charged but for the breach.

2.8 The Named Insured's Cancellation Rights

The Named Insured may cancel the Policy by providing 14 calendar days' notice in writing to the Insurer, and subject to paying any outstanding premium.

2.9 The Insurer's Cancellation Rights

Other than where Condition 2.6 (Fraud) applies the Insurer may cancel the Named Insured's Policy by sending 14 calendar days' notice in writing to the Named Insured at the Named Insured's last known address. If the premium has been paid in full, the Named Insured shall be entitled to a proportionate rebate in respect of the unexpired Period of Insurance. The amount of the premium to be refunded under this condition will be reduced by all future instalments or unpaid premiums due to the Insurer. If the premium for this Policy is paid by instalments and in the event that the Named Insured fails to pay one or more instalments whether in full or in part, the Insurer may cancel this Policy by sending 14 calendar days' notice in writing to the Named Insured at the Named Insured's last known address.

2.10 Arbitration

If there is any dispute as to the amount to be paid under this Policy (liability being admitted), the matter shall be referred to an Arbitrator to be appointed by the parties concerned in accordance with the Insurance and Reinsurance Arbitration Society (ARIAS) (UK) Arbitration Rules (or any subsequently amending authority or rules),, and there will be no right of action against the Insurer unless an award is made. The seat of Arbitration shall be London.

2.11 Law Applicable to this Policy

Unless the Insurer agrees otherwise:

2.11.1 The language of the Policy and all communications relating to it will be English; and

2.11.2 All aspects of the Policy including negotiation and performance are subject to the Laws of England and Wales and the decisions of the Courts of England and Wales.

2.12 Rights of Third Parties

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 (or any subsequent legislation).

2.13 Agreements with Others

The Insurer will not be bound by any agreement between the Named Insured and/or Driver and the Legal Representative or the Named Insured and/or Driver and any other person or organisation, other than with Plexus Law as agreed by the Insurer.

2.14 Motor Insurance Database

Information relating to the Named Insured's insurance policy may be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

2.14.1 Electronic Licensing;

2.14.2 Continuous Insurance Enforcement;

2.14.3 Law enforcement (prevention, detection, apprehension and or prosecution of offenders);

2.14.4 The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

2.15 Notices

Any notices which need to be given under this Policy must be given in writing. The Named Insured must give notice to the Insurer at: [*broker to insert address / details*]. If the Insurer needs to give notice to the Named Insured, the Insurer must send it to the Named Insured's last known address.

2.16 Right of Recovery

If the Insurer has to settle a claim under this Policy only by virtue of the provisions of the Road Traffic Acts and other Laws of the Territory in which this Policy operates, the Named Insured must repay to the Insurer all sums the Insurer has paid which the Insurer would not have been liable to pay but for the provisions of the Law.

If the Insurer indemnifies the Named Insured under this Policy for loss or damage to the Insured Vehicle under this Policy, and an Exclusion applies due to the actions and/or omissions of a Driver, the Insurer may indemnify the Named Insured and may seek recovery of all payments made from the Driver, including recovery of any legal and/or enforcement costs the Insurer incurs in doing so.

SECTION 3 – GENERAL EXCLUSIONS

To be read in conjunction with all Policy provisions, General Conditions and General Exclusions.

The Insurer shall not be liable in respect of

3.1 Excess

The amount of any Excess stated on the Policy Schedule.

3.2 Driving and Use

Any accident, loss or damage arising whilst the Insured Vehicle is being driven by or used:

- 3.2.1 Other than by a Driver whilst providing Concierge Services;
- 3.2.2 For purposes not permitted by the Named Insured's Certificate of Motor Insurance, or if a certificate is not required by law, for purposes not agreed by the Insurer;
- 3.2.3 By a driver not permitted by the Certificate of Motor Insurance, or if a certificate is not required by law, by drivers not agreed by the Named Insured or Insurer;
- 3.2.4 Where it is known by the Named Insured or any other person claiming indemnity that the person driving is disqualified from driving or has not held a licence to drive the Insured Vehicle or is prevented by law from obtaining one;
- 3.2.5 By any person other than a Driver;
- 3.2.6 By a driver who is excluded by this Policy.

3.3 Other Insurance

Any liability, loss, damage or bodily injury to the extent covered by any other insurance policy.

3.4 Unsafe Load and/or Number of Passengers

Loss or damage whilst carrying an excess load or a load in an unsafe manner and/or an excess number of passengers or in an unsafe manner.

3.5 Deliberate Acts and/or Omissions

Any accident, loss or damage directly or indirectly arising as a result of a deliberate act or intentional criminal act or omission (including as a result of a 'road rage' incident), caused by the Named Insured or Driver (including a person driving an Insured Vehicle with a blood alcohol level exceeding the prescribed limit as decreed by the Road Traffic Acts or any other relevant legislation or is under the influence of any illegal substance), except in so far as is necessary to comply with the laws relating to compulsory insurance of motor vehicles in the Territory. For the avoidance of doubt, in such circumstances the Insurer reserves the Right of Recovery set out in Section 2.16.

3.6 Racing and/or Rallies

- 3.6.1 Any accident, loss, damage or liability directly or indirectly arising as a result of the Insured Vehicle taking part in or preparing for racing, rallies, trials and/or speed tests, either on road or track;
- 3.6.2 Use in national or international rally or any track or circuit including the Nurburgring.

3.7 Vehicle Categories

Any accident, loss or damage to or involving the operation of a vehicle of the following kinds:

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- 3.7.1 Heavy Goods Vehicles;
 - 3.7.2 Motor coaches and buses with more than 10 passenger seats;
 - 3.7.3 Tramways, trolleybuses or motor vehicles of any kind running on rails;
 - 3.7.4 Airport Service Vehicles;
 - 3.7.5 Modified vehicles, other than Motor Homes which have installed Solar Panels;
 - 3.7.6 Vehicles used to run timetabled services;
 - 3.7.7 Any vehicle used for the carriage or transportation of Hazardous Goods;
 - 3.7.8 Any vehicle for which the principal use is the transportation of high explosives, such as nitroglycerine, dynamite or any other similar explosive;
 - 3.7.9 Any vehicle for which the principal use is the bulk transportation of liquefied petroleum or gasoline;
 - 3.7.10 Any vehicle for which the principal use is the transportation of chemicals or gases in liquid, compressed or gaseous form;
 - 3.7.11 Any vehicles not running on terra firma. However, this exclusion shall not apply to vehicles transported by rail or waterborne or airborne ferries;
 - 3.7.12 Contractors' plant and equipment not on a public road.

3.8 Aircraft Operation

Any accident, loss or damage to any aircraft, any liability or injury arising as a result or any indirect loss in connection with any aircraft operation arising from the presence of the Insured Vehicle in any area to which aircraft ordinarily have access and to which the general public do not have free access.

3.9 Earthquake

Earthquake, volcanic eruption or meteorite shower outside of the Territory.

3.10 Radioactive Contamination

Radioactive Contamination and Explosive Nuclear Assemblies in accordance with the provisions of the Radioactive Contamination and Explosive Nuclear Assemblies Exclusion Clause NMA 1622 as follows:

- 3.10.1 Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
- 3.10.2 Any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by, or arising from
 - 3.10.2.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - 3.10.2.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3.11 Contractual liability

Any liability assumed by agreement which would not have attached in the absence of such agreement. In any event the Insurer will not provide indemnity in respect of liquidated damages or under any penalty clause.

3.12 Riot and/or Civil Commotion

Loss or damage arising during or in consequence of riot or civil commotion outside of England, Wales and Scotland.

3.13 War Risks and/or Military Action

- 3.13.1 Loss or damage or cost or expense of whatsoever nature directly or indirectly caused by, contributed to or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- 3.13.2 Loss or damage or cost or expense of whatsoever nature directly or indirectly caused by, contributed to or arising from confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any military, Government or public or local authority.

3.14 Terrorism

Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

However this exclusion will only apply in respect of cover provided in excess of the minimum Road Traffic Act(s) requirements or as required under local legislation. There shall be no liability assumed by the Insurer in respect of any and all liability in so far as it has been assumed by the Motor Insurers' Bureau resulting from or in connection with an act of Terrorism (as defined in this Policy).

COMPLAINTS PROCEDURE

Aioi Nissay Dowa Insurance UK Limited aim to provide a high level of service and we want you to tell us if we don't. We take all complaints we receive seriously and aim to resolve them promptly; we welcome your feedback. We will record and analyse your comments to make sure we continue to improve the service we offer.

Complaints about claims, purported claims or similar should be referred to Plexus Law:

PLEXUS LEGAL LLP
Josephs Well,
Hanover Walk,
Leeds, LS3 1AB

Telephone: 020 7220 5800

In the event of any other complaint or purported complaint please contact:

Head of Compliance: Peter Bowden, Apollo MGA Limited
Address: 1 Bishopsgate, London, EC2N 3AQ
Telephone: +44 (0)20 3169 1970
Email: complaints@apollounderwriting.com

Please quote the policy number shown in the Policy Schedule and explain the nature of your complaint. We will then write to you with our final decision.

If you are not satisfied with the final decision regarding your complaint or you have not received the final decision within eight weeks **and** you are an enterprise with an annual turnover of less than £6.5 million (or its equivalent in any other currency); and that

- i) employs fewer than 50 persons; or
- ii) has a balance sheet total of less than £5 million (or its equivalent in any other currency),

you can contact the Financial Ombudsman Service at:

Address: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
Website: www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk
Telephone: 0800 023 4567 or 0300 123 9213

You must approach the Financial Ombudsman Service within 6 months of either our summary resolution or final response letter to your complaint. Please note that if you do not refer your complaint within 6 months, the Financial Ombudsman Service will not have our permission to consider your complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.