

Commercial Vehicle Guaranteed Hire Van

INTRODUCTION TO YOUR POLICY

Geoffrey Insurance Services is pleased to welcome you as a customer.

Geoffrey Insurance Services arranges and administers your policy on behalf of Zenith Insurance Plc (the Insurer). This Policy Document is evidence of a legally binding contract of insurance between you (the Insured) and Zenith Insurance Plc (the Insurer).

This contract is entered into on the basis that:

- you have taken all reasonable care to answer all questions asked honestly, accurately and to the best of your knowledge; and
- any other information given either verbally or in writing by you or on your behalf at the time you applied for insurance is also complete; and
- the information supplied has been given honestly and to the best of your knowledge and belief.

The information that you have given to us is shown on your signed proposal form, or statement of fact or statement of insurance but will also include further information given either verbally or in writing by you or on your behalf at the time you applied for insurance.

You must read this policy document and Policy Schedule together. The Policy Schedule tells you which sections of the policy apply. Please check all documents carefully to make certain they give you the cover you want.

The cover we provide is subject to the terms, conditions and exceptions contained in this policy document or in any endorsement applying to this policy document.

Nobody other than you (the Insured) and us (Zenith Insurance Plc) has any rights that they can enforce under this contract except for those rights that they have under road traffic law in any country in which this insurance applies. Unless specifically agreed otherwise, this insurance shall be subject to English Law. The terms and conditions of this policy and all other information concerning this insurance are communicated to you in the English language and we undertake to communicate in this language for the duration of the policy.



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Gary Humphreys
Underwriting Director
Zenith Insurance Plc and/or its co-Insurer
QIC Europe Limited.

Authorised Insurers, registered in Gibraltar No 84085. Registered Office: 846-848, Europort, Gibraltar.

Zenith Insurance Plc is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No. 211787).

Zenith Insurance Plc is a member of the Association of British Insurers.

QIC Europe Limited, registered in Malta with registered address at No. 7, 4th Floor, Block C, Skyway Offices, 179 Marina Street, Pieta, PTA 9042, Malta.

QIC Europe Limited is authorised and regulated by the Malta Financial Services Authority (MFSA) to carry on general insurance business in terms of the Malta Insurance Business Act, 1998 and subject to limited regulation by the UK Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No. 659521).

GUARANTEED HIRE VAN

Cover only applies if endorsement CV5 appears on your schedule.

This section of your policy is managed and provided by ERAC and underwritten by Zenith Insurance Plc (Van Insurance).

WHAT WE COVER

The Geoffrey Van as shown on your Certificate of Motor Insurance.

EXCEPTIONS

WHAT THIS SECTION DOES NOT COVER

- 1** Any vehicle hire costs that are incurred prior to your claim being accepted.
- 2** Any claim which is the result of a criminal act affecting the Geoffrey Insurance Services policy (including theft) which has not been reported to the police and/or relevant authority(s).
- 3** Any claim where the hire vehicle will be used outside of the UK.
- 4** Any claim for an insured event occurring prior to your taking out this cover.
- 5** Any claim where an insured person does not follow any conditions of hire.

CONDITIONS

- a** The incident which gives rise to this claim must be reported to us first.
- b** If we subsequently reject and repudiate the incident which gives rise to this claim you will be required to reimburse us all incurred costs.
- c** You must tell us as soon as your van becomes available for you to drive again.
- d** You must agree to us trying to recover any vehicle hire costs in your name and any costs recovered must be paid to us.
- e** We can take details of your claim at any time, but can only deliver a hire vehicle between 9am and 4.30pm Monday to Friday (excluding public and bank holidays).
- f** All terms, conditions, policy restrictions and excesses which apply to the Geoffrey Insurance Services policy apply whilst you are driving this alternative vehicle.
- g** You must take reasonable steps to keep any duration of hire to a minimum.

HOW TO MAKE A CLAIM

To make a claim in relation to this policy you should call us on 01227 284090 immediately.

GENERAL CONDITIONS

- A** We will only provide the cover described in this insurance under the following circumstances.
 - 1** Anyone claiming cover under this contract has kept to all the conditions in this document and any endorsements.
 - 2** The information you gave on the proposal form or statement of insurance and any declaration is true and complete. If you do not give us accurate information, this could lead to your claim not being paid and/or your insurance not being valid.
 - 3** 'Your van' means any van you have told us about and that we have agreed to cover. The van must be your property and registered in your name. If you change the van covered by this insurance or get an extra van which you need cover for, you must tell us beforehand.

We will only provide cover if you have paid the premium.

- B** 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.
- C** If there is other insurance in force which covers 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 we would not otherwise have paid under any section of this insurance.
- D** You cannot transfer this insurance to anyone else.
- E** Cancelling during the initial period of cover.
You have a right to cancel this insurance. To do this, you must tell us or Geoffrey Insurance Services within 14 days of the start date (or annual renewal date) of your policy or (if later) the day you receive the policy documents and supporting information.
Cancellation will take effect from the date we receive your notice to cancel but cannot be backdated.
- F** We may cancel this policy by sending 7 days' notice to your last known address where there is an exceptional or valid reason for doing so.
We may make a deduction for any administration costs we have incurred. If we cancel this insurance because you have not paid the full premium, no refund will be given. We will not give a refund if anyone has claimed in the current insurance period.
Exceptional or valid reasons may include but are not limited to:
- You do not pay the premium or an instalment when you have been notified that an outstanding amount is required by a specific date.
 - you or anyone else covered by this insurance has not met the terms and conditions in this document of motor insurance including those shown on your schedule.
 - a change in your circumstances means that we can no longer provide cover.
 - where we identify misrepresentation or fraud or any attempt to gain an advantage under this insurance to which you are not entitled.
 - use of threatening or abusive behaviour or language or intimidation or bullying of our staff or suppliers.
 - where the circumstances of a new claim, or an incident we have become aware of mean that we no longer wish to provide cover.
 - If as a result of a claim under this insurance you have not cooperated with our reasonable request for any documents and/or information, we may no longer wish to provide cover.
- G** You can cancel this insurance after the initial period of cover set out in F above. Cancellation will take effect from the date we receive your notice to cancel, or a date in the future that you have specified, but cannot be backdated.
If you have not made any claims in the current period of insurance, and you are not going to make a claim, you will have to pay "pro-rata" rates for the time you have been covered plus any administration costs we have incurred.
- H** If you pay your premium by instalments and have paid a deposit premium, if we then do not receive an instalment when it is due, we will send you seven days' notice of cancellation. You must pay the full amount you owe before the seven days are up. If you do not pay the full amount, we will cancel the insurance immediately.

- I This insurance does not give rights to any person other than you (the insured person) unless we say differently elsewhere in this document.
- J Unless we have agreed otherwise with you, this insurance is governed by the law applying in the particular country in the United Kingdom you live in. If there is any dispute over which law is to apply to this insurance it will be English law. We will not cover any payments that are awarded by a court in a country outside of the United Kingdom unless your cover has been extended to that country.

OUR SERVICE COMMITMENT

WHAT TO DO IF YOU HAVE A COMPLAINT

We are dedicated to delivering a first class level of service to all of our policyholders. However, we accept that things can occasionally go wrong and would encourage you to tell us about any concerns you have so that we can take steps to make sure the service you receive meets your expectations in the future.

The resolution of complaints in relation to your policy (or any claim made under it) is delegated to our service providers in the United Kingdom, Zenith Marque Insurance Services Ltd.

If you have a complaint, please contact our service providers at the address below:

Zenith Marque Insurance Services limited
Prospect House
Thanet Way
Whitstable
CT5 3FD
Email: zenithmarque@markerstudy.com

When contacting Zenith Marque Insurance Services Ltd please provide:

- A policy number and/or claim number
- An outline of your complaint
- A contact telephone number

Our service providers will make every effort to resolve your complaint by the end of the third working day after receipt. If they cannot resolve your complaint within this timeframe they will acknowledge your complaint in writing within five working days of receipt and do their best to resolve the problem within four weeks by sending you a final response letter. If they are unable to do so, they will write to advise you of progress and will endeavour to resolve your complaint in full within the following four weeks. If they are still unable to provide you with a final response at this stage, they will write to you explaining why and advise when you can expect a final response. At this point you may refer your complaint to The Financial Ombudsman Service at the following address:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Email: complaint.info@financial-ombudsman.org.uk

What you should know

You may go directly to the Financial Ombudsman Service when you first make your complaint, but the Ombudsman will only review your complaint at this stage with our consent. However, we are still required to follow the procedure stated above.

If you have received a final response but are dissatisfied, you have the right of referral to the Financial Ombudsman Service within six months of the date of your final response letter. You may only refer to the Ombudsman beyond this time limit if we have provided our consent.

Whilst we and our UK service providers are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure above does not affect your right to take legal action.

Customer Feedback

If you have any suggestions or comments about our cover or the service we have provided please write to our UK service providers:

Zenith Marque Insurance Services limited

Prospect House

Thanet Way

Whitstable

CT5 3FD

We always welcome feedback to enable us to improve our products and services.

Telephone Recording

For our joint protection telephone calls may be recorded and monitored by us.

Financial Services Compensation Scheme

Should we be unable to meet our liabilities you may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of your business and the circumstances of the claim.

Further information is available from the Financial Services Compensation Scheme. Their telephone number is 0800 678 1100 or 020 77414100. Alternatively, more information can be found at www.fscs.org.uk

Data Protection and Sharing Information with Other Organisations

Data Protection

We are governed by the Data Protection legislation applicable in both the United Kingdom and Gibraltar. Under this legislation we are required to tell you the following information. It explains how we may use your details and tells you about the systems we have in place that allow us to detect and prevent fraudulent applications and claims. The savings that we make help us to keep premiums and products competitive.

Insurance Administration

Information you supply may be used for the purposes of insurance administration by the insurer and its agent, by reinsurers and the policy administrators. In assessing any claims made, insurers may undertake checks against publicly available information such as electoral roll, county court judgement, bankruptcy or repossessions. Information may also be shared with other insurers either directly or via those acting for the insurer such as loss adjusters or investigators.

Information on Products and Services

We may use the details you have provided to send you information about our other products and services or to carry out research. We may contact you by letter, telephone or e-mail. Please be reassured that we won't make your personal details available to any companies outside the Markerstudy Group of Companies to use for their own marketing purposes.

If you would prefer not to receive information from us or those companies who participate in research on our behalf, simply write to the Data Protection Officer:

Zenith Insurance Management UK Limited, Chester House, Harlands Road, Haywards Heath, West Sussex. RH16 1LR

Motor Insurance Database

Your policy details will be added to the Motor Insurance Database (MID), run 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 DVLNI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- a) Electronic Licensing.
- b) Continuous Insurance Enforcement.
- c) Law enforcement (prevention, detection, apprehension and/or prosecution of offenders).
- d) The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in an accident (in the UK or abroad), insurers and/or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration details are shown on the MID at www.askmid.com.

Fraud Prevention, Detection and Claims History

In order to prevent and detect fraud we may at any time share information about you with other organisations and public bodies including the Police. We may check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We and other organisations may also search these agencies and databases to:

- a) Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household.
- b) Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies.
- c) Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity.

In addition we may undertake credit searches and conduct additional fraud searches (this may include requests for copy driving licences, utility bills and other documentation to establish the identity of any person applying for insurance).

Claims History

Insurers pass information to the Claims and Underwriting Exchange Register, run by the Motor Insurers’ Bureau (MIB) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help us to check information provided and also to prevent fraudulent claims. Under the conditions of your policy you must tell us about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to these databases. We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

Other Insurers

We may pass information about you and this policy to other insurance companies with which we either reinsure our business or who are dealing with a claim made under this policy. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies may be located in countries outside the UK but within the European Economic Area (“EEA”). We may also share data with other group companies who may be located outside of the EEA.

Credit Searches and Accounting

In assessing an application for insurance or policy renewal, we may search files made available to us by credit reference agencies. They keep a record of that search. We may also pass to credit reference agencies information we hold about you and your payment record with us. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud. We may ask credit reference agencies to provide a credit scoring computation.

Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by us, acceptance or rejection of your application will not depend only on the results of the credit scoring process.

Sensitive Data

In order to assess the terms of the insurance contract or administer claims which arise, we will need to collect data which the Data Protection Act defines as sensitive such as medical history or criminal convictions.

We will not use this data except for the specific purpose for which you provide it and to provide the services described in your policy booklet.

On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions, or you’d like to find out more about this notice you can write to the Data Protection Officer:

Zenith Insurance Management UK Limited, Chester House, Harlands Road, Haywards Heath, West Sussex. RH16 1LR.

ENDORSEMENTS

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).
CV5	Guaranteed Hire Van A medium-sized van (such as a Ford Transit) will be provided for up to 14 days.