



Police Vehicles Driving of Other Vehicles



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From time to time it will be necessary for a Force in the conduct of their *business* to drive a third party vehicle. We shall call the vehicle A in the context of this bulletin. Circumstances in which this may arise include moving vehicle A post-accident, moving vehicle A which is causing an obstruction or is a dangerous place, or for other operational reasons. Some forces use a separate contractor to undertake the manoeuvre/vehicle transfer, others undertake the task themselves.

The cover provide under the RMP/QBE Police motor policy is for third party liability only, excluding damage to vehicle A itself the subject of the manoeuvre. Cover is subject to the policy terms, conditions and exceptions including the policy Self Insured Retention (SIR).

We have been approached by a number of Forces and asked if we can find a solution to their internal problem of which 'internal department/division' funds any damage to vehicle A the subject of the manoeuvre. The dilemma arises in that the division responsible for the manoeuvre often haven't made any provision in their budget to cover damage to vehicle A and the internal insurance fund cannot be applied as the fund follows the cover provided by the insurance policy.

In seeking a solution to the problem RMP/QBE are pleased to advise that with effect from 1st April 2024, and on a 12 month rolling basis of renewals the following cover will be applied to the motor policy without additional premium and in the context of explaining the cover please note the following references given to describe the vehicle in the context of the intended policy cover:

- a. **Vehicle A** – Third Party vehicle which is not owned or controlled by the Force but which the force temporarily take control off, as in the circumstances describe in paragraph (i) above.
 - b. **Vehicle B** – Third Party vehicle which is not under the control or being driven by the force.
 - c. **Vehicle C** – Vehicle owned and operated by the force.
1. *If the underlying motor policy for main general police vehicles is third party only cover, the policy will provide comprehensive cover **ONLY** for the third party vehicle A referenced above, and subject to a minimum policy excess for damage to vehicle A of £100,000. If the SIR for the policy for the TPO is cover is greater than £100,000 then the higher of the two figures will apply for claims for damage to the vehicle A. Separate SIR's will apply to each head of claim (third party (vehicle B) and damage to vehicle A).*
 2. *Where the underlying motor policy for main general police vehicles is comprehensive, the policy will provide comprehensive cover also for the third party vehicle A referenced above, but subject to a minimum policy excess for damage to the vehicle A of £100,000 and if the underlying policy SIR is higher, the higher of the two figures will apply for any claims for damage to the third party vehicle A. Separate SIR's will apply to each head of claim (third party (vehicle B) and damage to vehicle A).*
 3. *If in the situation of (2) above **one of the forces own vehicles (i.e. Vehicle C)** was damaged in the same accident then the TP claim (Vehicle B) and damage to the force vehicle C would be the subject of only one policy SIR, still leaving vehicle A the subject of the separate SIR.*
 4. *Any such claims for damage to the third party vehicle A will not accrue to the policy Aggregate Stop Loss for that policy year in which the accident giving rise to the claim occurs.*
 5. *Cover is only provided whilst the third party vehicle A is in the legal custody of the insured Force.*
 6. *In addition we would always expect a claim for damage to vehicle A in the first instance to be made against the motor vehicle insurers of Vehicle A, recognising this may be of limited success.*

In the following examples we shall use the situation where an officer of a force needs to move a third party vehicle (A) as it is causing an obstruction on the highway and the driver of the vehicle is too injured to move the vehicle themselves. In the course of moving the vehicle the officer collides with another separate vehicle (B).

You will recognise that in line with paragraph (ii) the damage to Vehicle (B) which is a TP vehicle not under the control and custody of the Force would always be covered without the extension we propose.

Examples

- a. **Policy cover is TPO subject to £50,000 SIR** - Vehicle A is covered subject to a £100,000 SIR. Vehicle B is covered subject to a £50,000 SIR. **Separate SIR's** would apply to each vehicle/policy section.
- b. **Policy cover is TPO subject to £250,000 SIR** - Vehicle A is covered subject to a £250,000 SIR. Vehicle B is covered subject to a policy SIR of £250,000. **Separate SIR's** would apply to each vehicle/policy section.
- c. **Policy cover is Comp subject to an all sections £75,000 SIR** - Vehicle A is covered subject to a £100,000 SIR. Vehicle B is covered subject to a policy SIR of £75,000. **Separate SIR's** would apply to each vehicle/policy section.
- d. **Policy cover is Comp subject to an all sections £250,000 SIR** - Vehicle A is covered subject to a £250,000 SIR. Vehicle B is covered subject to a policy SIR of £250,000. **Separate SIR's** would apply to each vehicle/policy section.
- e. If in examples (c) and (d) a police vehicle C was simultaneously damaged only one SIR would apply to the damage to vehicles B and C. Vehicle A would remain the subject of a separate SIR.

Get in touch

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