To report a claim, call:

ADRIAN FLUX	Chartwell Insurance	FLUXDIRECT	HIC
0344 381 4420	**0344 381 4463**	**0344 381 4461**	**0344 381 4462**

Lines are open 24/7 all year round

UK manned call centre

IMPORTANT

You must report all claims whether or not it is your fault and whether you intend to make a claim or not.

You should call to report your claim as soon as possible and within 12 hours of the incident occurring.

Legal Cover

Your policy includes free legal cover. If you've had an accident that was not your fault, your legal cover could help you with;

- Repairs for your vehicle
- A like for like hire car
- Compensation for injury
- Recovery of other losses, such as loss of earnings

More information about legal cover can be found at: www.adrianflux.co.uk/legal-expenses
Our claimsline handlers will discuss your legal cover with you.

Reporting Fraudulent claims

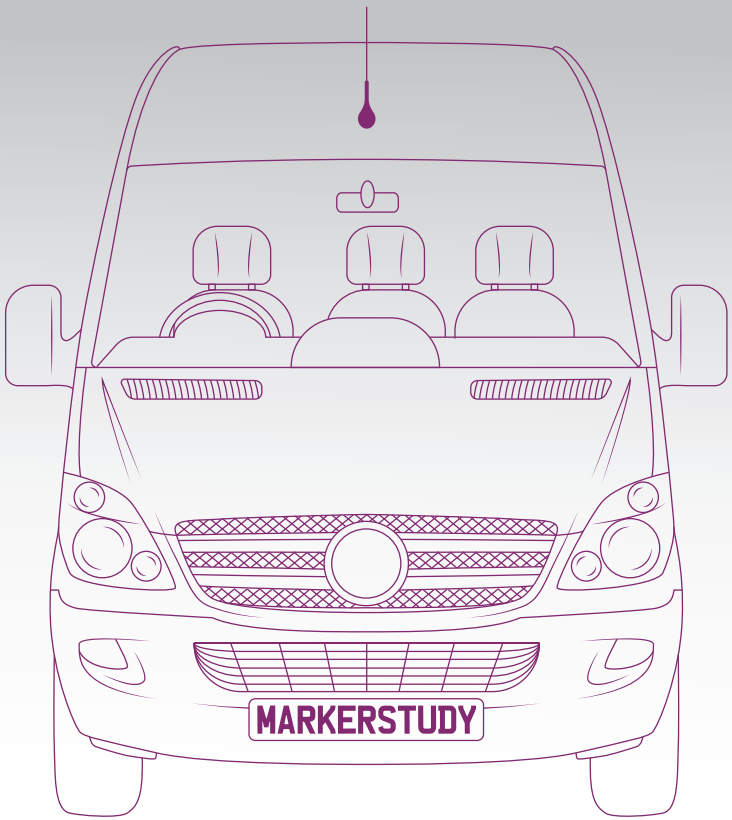
If you suspect insurance fraud, you can call the Insurance Fraud Bureau's Cheatline on **0800 422 0421**.

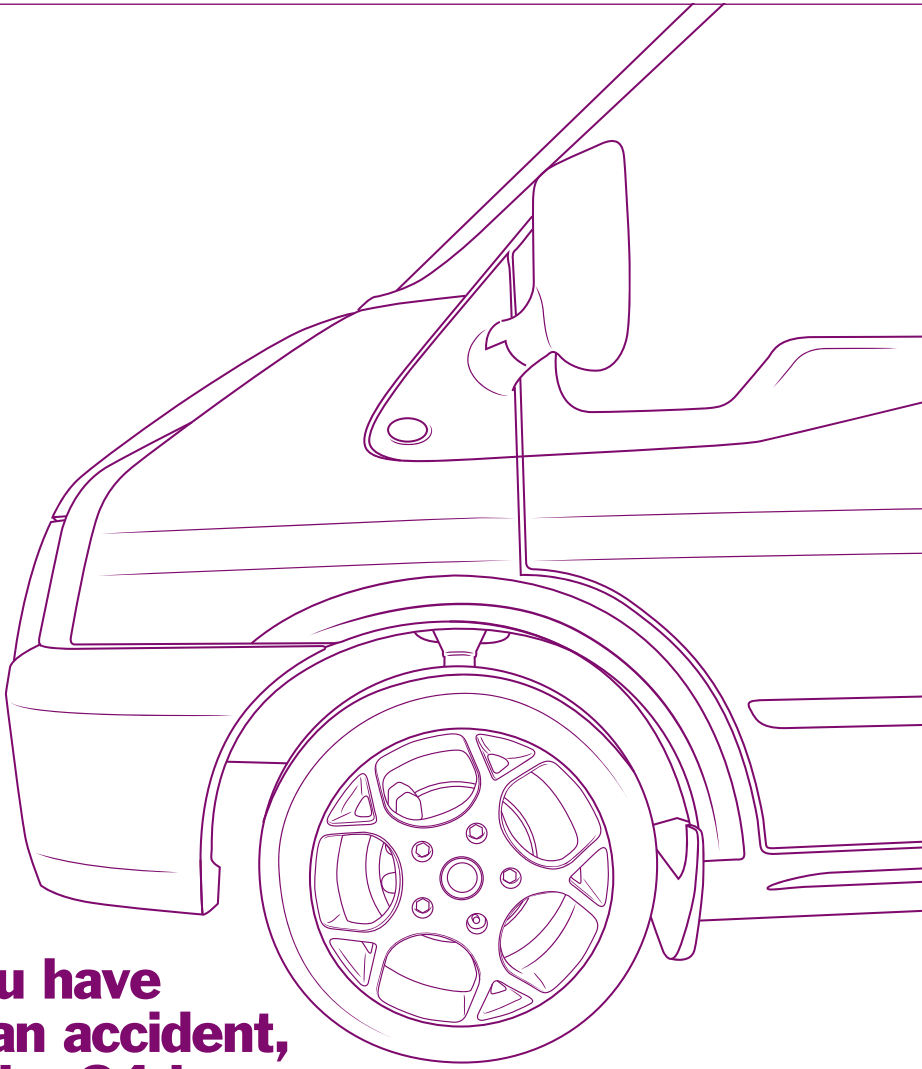
You can also report insurance fraud online at www.insurancefraudbureau.org/report

MARKERSTUDY
INSURANCE COMPANY LIMITED

Commercial Vehicle Insurance Policy

www.markerstudy.com





If you have had an accident, call the 24 hour Claims Helpline: 0344 705 8183

Please call within 24 hours of the accident, but **ideally within 1 hour.**
You may be entitled to a **FREE courtesy van**, **FREE** collection and delivery, and we can provide a windscreen replacement service.

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Important Customer Information

Pages 3, 4, 5 and 6 are for **your** guidance and do not form part of the insurance contract.

You should keep a complete record of all information (including copies of letters) supplied to **us** in taking out this insurance.

So that **you** understand what **you** are covered for, please read this policy, the **policy schedule** (which may make reference to **endorsements**) and the **certificate of motor insurance** very carefully. **You** should pay special attention to the general exclusions and general conditions of this policy.

The words or phrases contained within the Definitions section of this policy document commencing on page 7 have the same meaning whenever they appear in this policy document or in the **certificate of motor insurance**, **policy schedule** or **endorsements**. So that **you** can easily identify these words and phrases they are shown in bold print throughout this policy document.

If **you** have any questions, the cover does not meet **your** needs or any of the details are incorrect **you** should notify **us** immediately via **your insurance intermediary**.

Notification of changes which affect your insurance

To keep **your** insurance up to date please notify **us** straight away via **your insurance intermediary** about changes which affect **your** cover.

Some examples are:

- A change of vehicle or **you** have purchased another vehicle to which you want **your** existing cover to apply.
- The **insured vehicle** is changed or modified from the manufacturer's standard specification or **you** intend to change or modify it (including the addition of optional fit accessories such as spoilers, skirts, alloy wheels, refrigeration units, cooking facilities, hoists, tail lifts etc).
- A change in the use of the **insured vehicle**.
- The **insured vehicle** is involved in an accident no matter how trivial.
- If the **insured vehicle** is likely to exceed the annual mileage declared at the commencement or renewal of the policy for which **you** may have received a premium discount.
- Any change in the main user of the **insured vehicle**.
- **You** wish a new driver to be covered.
- **You** or any other driver passes their driving test.
- Someone who drives the **insured vehicle** is convicted of an offence (whether motor related or not) or receives a fixed penalty notice or licence endorsement or suffers from a medical condition or has a claim on another policy.
- Someone who drives the **insured vehicle** has any police enquiry or prosecution pending (note – if **you** have been stopped by the police a prosecution may be pending and must be disclosed).
- A change of occupation (full or part-time) by **you** or any other driver.
- A change of postal address.
- A change of garaging facilities and/or where the **insured vehicle** is normally kept overnight.
- The security system fitted to the **insured vehicle** is no longer in operation.

This is not a full list and if **you** are in any doubt **you** should advise **your insurance intermediary** for **your** own protection. If **you** do not tell **us** about changes, **your** insurance may not cover **you** fully or at all.

Guidance Notes

There are useful guidance notes shown in shaded boxes throughout the policy document. The guidance notes do not form part of the insurance contract but are there to help you understand it. You should always read the guidance notes in conjunction with the whole of the policy document.

What to do in the Event of an Accident

Regardless of blame it is important that you take the following action:

Stop: Stop as soon as possible, in a safe place (if **you** have a warning triangle, place it well before the obstruction). If anybody has been injured, call the police and ambulance service.

Sketch: Make a quick sketch of the direction and final position of each vehicle (it is worth keeping a pen and paper in **your** vehicle).

Note down: You will need to make a note of:

- The vehicle registration number, name and address of any other drivers involved in the accident.
- The number of passengers in each vehicle.
- The name and address of anyone who is injured (or suggesting they have been injured).
- The name and address of any witnesses to the accident.
- The name, number and constabulary of any police officer who attends the accident.

Take a photo: If **you** are able to do so, try and take photographs to support the positions of the vehicles and the extent of damage.

Provide: You must give **your** own details to anyone who has reasonable grounds for requesting them.

DO NOT: Do not admit responsibility, either verbally or in writing. Instead, simply supply **your** details along with **your** policy number to the other driver(s)/person(s) involved in the accident and ask him/her to call the claims advisors on 0344 705 8183. By passing these details to the other person(s) involved in the accident **you** will give him/her the opportunity of obtaining assistance in progressing repairs and assisting with the provision of a courtesy vehicle if the circumstances of the accident warrant this.

If for any reason **you** have not been able to exchange details with other drivers or owners of property, or **you** were in collision with an animal, **you** must report the accident to the police as soon as possible and certainly within 24 hours of the accident.

Making contact following an incident

At the roadside?

Call 03330 436 514

To obtain immediate assistance at the roadside call the Roadside Priority Claims Helpline on 03330 436 514.

Experienced advisors will take initial claim details and discuss recovery of **your insured vehicle**.

Unable to call from the roadside?

Call 0344 705 8183

If you are unable to call from the roadside you must call the 24 hour Claims Helpline on 0344 705 8183 as soon as it is safe to do so.

Please call within 24 hours of the accident, **but ideally within 1 hour**. This is regardless of whether **you** wish to make a claim under the policy or not. **Delay in notification of an incident may invalidate your right to claim**.

Please quote **your** policy number and give all relevant information about the incident. If **your** claim is due to theft, attempted theft or vandalism **you** must also inform the Police and obtain a crime reference number.

Benefits of an immediate call

Calling straightaway provides **you** with benefits which may include the following (dependent on the level of policy cover **you** have):

- **FREE courtesy van** while **your insured vehicle** is being repaired
- **FREE** collection and re-delivery
- **FREE** vehicle cleaning service
- Repairers' work guaranteed for three years
- Windscreen repair/replacement

Your claim and claims made against **you** will be dealt with as quickly and fairly as possible. Please read the General Conditions in this policy booklet.

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

Introduction to Your Policy

Thank **you** for choosing to purchase a Markerstudy Commercial Vehicle Insurance Policy.

This policy document is evidence of a legally binding contract of insurance between **you** (the Insured) and **us** (Markerstudy Insurance Company Limited).

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**, **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 the following documents together and check all three documents carefully to make certain they give **you** the cover **you** want:

- the policy document,
- the **policy schedule** (this document states which sections of the policy apply and displays any applicable **endorsements**)
- the **certificate of motor insurance**.

We have agreed to insure **you** against liability, loss or damage that may occur within the **geographical limits** of the policy during any **period of insurance** for which **you** have paid, or agreed to pay the premium. 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** (Markerstudy Insurance Company Limited) 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.

Gary Humphreys

Underwriting Director

Markerstudy Insurance Company Limited and/or its co-insurers whose names and addresses are available upon request.

Authorised Insurers, registered in Gibraltar No 78789.

Registered Office: 846-848, Europort, Gibraltar

Markerstudy Insurance Company Limited 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 insurance business in the UK (Number 206322).

Markerstudy Insurance Company Limited is a member of the Association of British Insurers.

Several Liabilities Notice

The obligations of Markerstudy Insurance Company Limited and its co-insurers under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each insurer's individual subscription. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurer's obligations.

Financial Services Compensation Scheme

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from this scheme if **we** cannot meet **our** liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4100.

Definitions

The words or phrases shown below have the same meaning whenever they appear in this policy document or in the **certificate of motor insurance**, **policy schedule** or **endorsements**. So that **you** can easily identify these words and phrases they are shown in bold print throughout this policy document.

Approved repairer

A motor vehicle repairer that is a contracted member of **our approved repairer** network and is authorised by **us** or **our** representative to repair the **insured vehicle** following a valid claim under Section A or Section B of this insurance.

Certificate of motor insurance

A document, which is legal evidence of **your** insurance and is required by law and forms part of this contract of insurance. It shows the **insured vehicle's** registration number, what the **insured vehicle** may be used for and persons entitled to drive under the policy. The **certificate of motor insurance** must be read with this policy document.

Courtesy van

A vehicle loaned to **you** by **our approved repairer** whilst the **insured vehicle** is being repaired following a valid claim under Section A or Section B of this insurance.

Endorsements

A change in terms of this insurance, which replaces or alters the standard insurance wording.

Excess

An amount **you** have to pay towards the cost of a claim under this insurance. **You** have to pay this amount regardless of the circumstances leading to the claim.

Geographical limits

The United Kingdom of Great Britain & Northern Ireland the Isle of Man and the Channel Islands.

Hazardous goods

- Petrol and liquid petroleum gas transported in bulk, explosives or chemicals of a volatile, explosive, corrosive or toxic nature; and/or
- any goods listed in Classes 1 to 9 of the Health & Safety Executive (HSE) rules relating to the carriage of dangerous goods. The rules require the display of hazard warning (ADR or Hazchem) panels and that the driver of the vehicle carries a Tremcard.

Insurance intermediary

The intermediary who has placed this insurance with **us**, acting on **your** behalf as **your** agent and through whom all matters concerning this insurance are handled.

Insured vehicle

The motor vehicle, the details and registration number of which are shown in the **policy schedule**. Permanently fitted accessories (other than **in-vehicle entertainment, communication and navigation equipment**) are included within this definition.

In-vehicle entertainment, communication and navigation equipment

Permanently fitted radios, cassette, compact disc or DVD players, telephones, CB radios and visual navigation equipment.

Portable items (such as radar detection equipment, personal digital assistants or portable GPS navigators), cassette tapes, memory cards, compact or mini discs or DVDs are not included within this definition.

Market value

The value of the **insured vehicle** (including permanently fitted accessories) at the time of loss or damage compared with one of the same make, model, specification and condition. If the **insured vehicle** was first registered as new in a country other than those contained within the **geographical**

limits any assessment of **market value** will take into account that the vehicle has been individually imported into a country contained within the **geographical limits** but will not include any delivery costs incurred at the time of importation. The **market value** will be assessed by an automotive engineer in conjunction with the published trade guides at the time of loss.

Period of insurance

The period between the effective date and expiry date shown on the **policy schedule** and any subsequent period for which **we** accept renewal of the insurance.

Policy schedule

The document which shows details of the Insured policyholder and insurance protection provided and forms part of this contract of insurance.

Proposal form

The application for insurance and declaration completed by **you** or on **your** behalf and signed by **you**. **We** have relied on the information provided on this form in entering into this contract of insurance.

Statement of fact or statement of insurance

The form that shows the information that **you** gave **us** or that was given on **your** behalf at the time **you** applied for insurance. **We** have relied on the information provided on this form in entering into this contract of insurance.

Terrorism

Terrorism as defined in the Terrorism Act 2000.

Unattended

Where **you**, or no person authorised by **you**, are present in the **insured vehicle**, in charge of the **insured vehicle** or are not in a position to prevent unauthorised interference with the **insured vehicle**.

We/Us/Our

Markerstudy Insurance Company Limited and/or its co-insurers whose names and addresses are available upon request.

You/Your

The insured policy holder named in the **policy schedule** and **certificate of motor insurance**.

Your Garage

The locked and secure building, where the **insured vehicle** is stored, when not in use, as disclosed by **you** to **us**.

Insurance Provided – Guide to Policy Cover

The level of cover provided by this insurance is shown on **your policy schedule**. The sections of this Commercial Vehicle Insurance Policy that apply for each level of cover are as shown below. Cover is subject to any **endorsement** shown on **your policy schedule**.

Comprehensive

Sections A to K of this Commercial Vehicle Insurance Policy apply.*

Third Party Fire and Theft

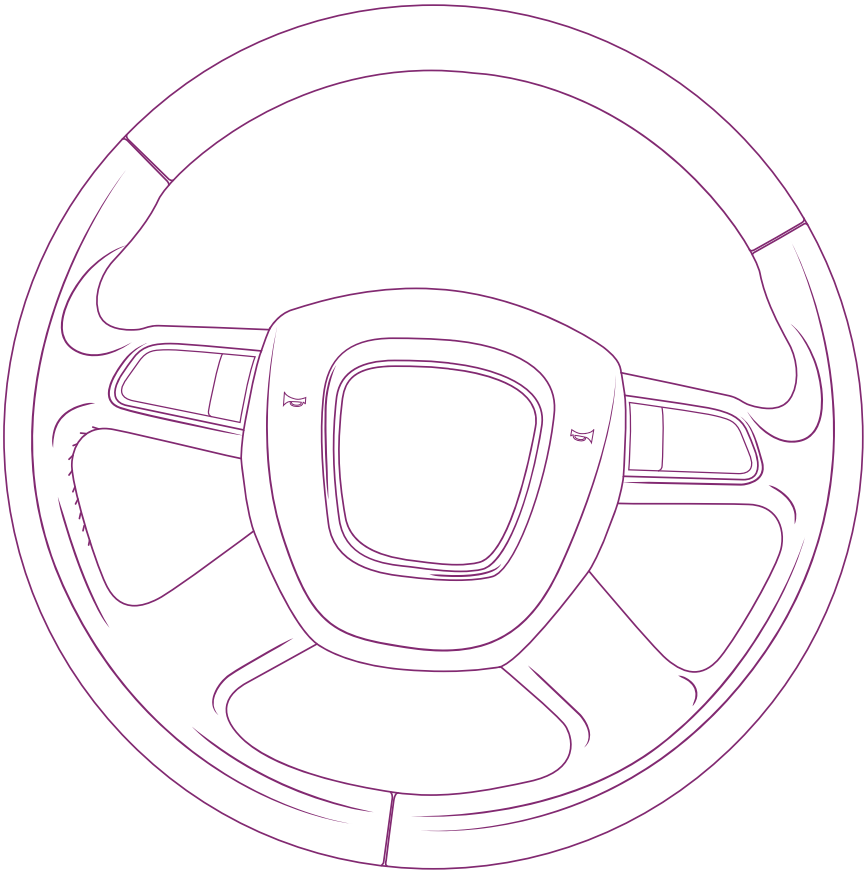
Sections B, C, J and K of this Commercial Vehicle Insurance Policy apply.*

Third Party Only

Sections C, J and K of this Commercial Vehicle Insurance Policy apply.*

The General Exceptions and General Conditions of this Commercial Vehicle Insurance Policy apply to all levels of cover.

*Section L may also apply if shown on **your policy schedule**.



Section A: Loss of or Damage to the Insured Vehicle

This section only applies if the cover shown on your policy schedule is Comprehensive.

What is covered

We will cover **you** against loss or damage to the **insured vehicle** (less any **excess** that applies) caused accidentally or as a result of malicious damage or vandalism (malicious fire damage is covered by Section A of this policy). Loss or damage more specifically covered under Section B of this policy is excluded under this section of the policy.

Cover also applies under this section while the **insured vehicle** is in the custody of a member of the motor trade for servicing or repair.

Under this section we may either:

- pay for the damage to the **insured vehicle** to be repaired; or
- with **your** agreement, provide a replacement vehicle; or
- pay an amount of cash equivalent to the loss or damage.

The most we will pay will be either:

- the **market value** of the **insured vehicle** immediately before the loss; or
- the cost of repairing the **insured vehicle**, whichever is the lower amount.

If the **insured vehicle** was not first registered from new in any country contained within the **geographical limits we** will not pay more than the purchase price paid by **you** at the time that **you** purchased the **insured vehicle**.

If the **insured vehicle** is deemed to be beyond economical repair the damaged vehicle becomes **our** property once a claim is met under the policy. **You** must send **us** the vehicle registration document and MOT certificate if one is required by law for the **insured vehicle** before **we** are able to meet the claim.

If the **insured vehicle** is the subject of a Hire Purchase/Lease Agreement **we** will pay up to the amount defined above under 'the most **we** will pay'. This payment will be made to the Hire Purchase/ Lease Company as owner of the **insured vehicle**, whose receipt of payment shall be a discharge of any claim under this section. If **you** owe less than the proceeds of **your** claim, **we** will pay **you** the difference.

New vehicle cover

If the **insured vehicle** is less than one year old (calculated from the date of first registration) at the time of the incident leading to a claim under this policy, and:

- suffers damage covered by the policy; and
- is beyond economical repair.

We will replace it with a new one of the same make, model and specification. However, this new vehicle cover only applies if:

- **you** have been the first and only registered keeper and owner of the **insured vehicle**; and
- a suitable replacement vehicle is available in any country contained within the **geographical limits**; and
- anyone else who has an interest in the **insured vehicle** agrees; and
- the **insured vehicle** has covered less than 15,000 miles.

In the event that a vehicle of the same make, model and specification is unavailable **we** will settle the claim on the basis of the **market value** of the **insured vehicle** immediately before the loss.

Once a settlement has been agreed in accordance with this new vehicle cover, the damaged vehicle becomes **our** property.

If the **insured vehicle** is the subject of a Hire Purchase/Lease Agreement **we** will only agree settlement on the basis of this new vehicle cover if **we** have the agreement of the Hire Purchase/Lease Company as owner of the **insured vehicle**.

Section A: Loss of or Damage to the Insured Vehicle (continued)

Repairs

Repairs are normally undertaken by **our approved repairer**.

If **you** choose to use an alternative repairer:

- **you** will be responsible for paying the first £250 of each claim. This will be in addition to any other **excess** shown elsewhere in this policy booklet or on **your policy schedule** or in any **endorsement**. This £250 **excess** will not apply if the work is being carried out by an alternative repairer because **our approved repairer** is unable to undertake the work; and
- **we** will not guarantee the work after **you** have signed a customer satisfaction note and the **insured vehicle** has been returned to **you** by the repairer; and
- **we** will not pay more than the cost of repairs had the work been undertaken by **our approved repairer**. In these circumstances **we** may at **our** option settle the claim for repairs to the **insured vehicle** by making a cash payment for the amount quoted by **our approved repairer** less the **excess** which applies to the claim.

If parts required for repairing the **insured vehicle** are not available in any country contained within the **geographical limits our** liability for those parts shall not exceed the manufacturers' last United Kingdom list price or if not listed the price of those parts for the nearest comparable vehicle available in the United Kingdom. **We** will not pay the cost of importing parts that are not available in any country contained within the **geographical limits**.

We may at **our** option use parts that have not been supplied by the original manufacturer to repair the **insured vehicle**. These parts will be subject to the **approved repairer's** guarantee.

We will not pay the cost of any repair or replacement which improves the **insured vehicle** to a better condition than it was in before the loss or damage. If this does happen **you** must make a contribution towards the cost of repair or replacement. **You** may be required to contribute to the cost of replaced items such as exhausts or tyres.

Protection and Recovery

If the **insured vehicle** cannot be driven following an incident leading to a valid claim under this section, **we** will pay:

- the cost of its protection and removal to the nearest competent repairer, **approved repairer** or nearest place of safety; and
- the cost of re-delivery after repairs to **your** home or business address. Whichever is the lower amount; and
- the cost of storage of the **insured vehicle** incurred with **our** written consent.

If the **insured vehicle** is damaged beyond economical repair **we** will arrange for it to be stored safely at premises of **our** choosing.

You should remove **your** personal belongings from the **insured vehicle** before it is collected from **you**.

In the event of a claim being made under the policy **we** have the right to remove the **insured vehicle** to an alternative repairer, place of safety or make **our** own arrangements for re-delivery at any time in order to keep the cost of the claim to a minimum.

Young and Inexperienced Driver Excesses

You will be responsible for paying the following amounts while the **insured vehicle** is being driven by, is in the charge of or was last in the charge of the categories of driver listed below:

Age or experience of person driving, in charge of or last in charge of the insured vehicle	Amount of Excess
Aged 20 years and under	£300
Aged 21 to 24 years inclusive	£200
Aged 25 years and over but: • who holds a provisional driving licence; or • who holds an international driving licence; or • has held a full driving licence to drive a commercial motor vehicle issued either in a country contained within the **geographical limits** or a member country of the European Union but for less than one year.	£150

The Young & Inexperienced Driver **Excess** applicable at the time of loss or damage is determined by the age or driving experience of the person driving/in charge of the **insured vehicle** at the inception date or last renewal date of the policy, whichever is the later.

The amounts shown above are in addition to any other **excesses** which are shown elsewhere in this policy document or on **your policy schedule** or in any **endorsement**.

In-vehicle entertainment, communication and navigation equipment

The most **we** will pay under this section is £300 after the deduction of any **excess** that applies in respect of any one occurrence for loss of or damage caused to permanently fitted **in-vehicle entertainment, communication and navigation equipment**.

If this equipment forms part of the original vehicle specification and was fitted to the **insured vehicle** by the vehicle manufacturer or their authorised dealer at the time the **insured vehicle** was first registered from new, the amount of cover for any one occurrence will be increased to £750 after the deduction of any **excess**.

Any amount payable in respect of **in-vehicle entertainment, communication and navigation equipment** will not exceed the value of the equipment at the time of the loss or damage after making a deduction for wear and tear.

Guidance Notes – Flood Advice

- If possible move your vehicle to a safer place out of the reach of floodwater before the flood strikes (e.g. to higher ground).
- Do not attempt to drive your vehicle through floodwater as it is inevitable that this will damage your engine particularly if your vehicle has a diesel engine or turbo charger. The policy does not pay for electrical faults and these are also likely to occur if you do drive through floodwater.
- If your vehicle is submerged do not try to start the engine. If possible get your vehicle pushed or towed out of the water and allow it to dry out. You may be lucky and the water may not have penetrated sufficiently to ruin the engine.

Repairs to the insured vehicle resulting from flood damage are covered if your policy cover is comprehensive but claims will be subject to the policy excesses. A comprehensive policy will also pay for towing as well as damage to upholstery, carpets and stereo systems resulting from flooding but only up to the limits shown within this document.

Section B: Loss of or Damage to the Insured Vehicle by Fire or Theft

This section only applies if the cover shown on your policy schedule is either Comprehensive or Third Party Fire & Theft.

What is covered

We will cover **you** against loss of or damage to the **insured vehicle** (less any **excess** that applies) caused by fire (other than by vandalism or malicious intent), lightning, self ignition, explosion, theft or attempted theft.

Cover also applies under this section while the **insured vehicle** is in the custody of a member of the motor trade for servicing or repair.

Under this section we may either:

- pay for the damage to the **insured vehicle** to be repaired; or
- with **your** agreement provide a replacement vehicle; or
- pay an amount of cash equivalent to the loss or damage.

The most we will pay will be either:

- the **market value** of the **insured vehicle** immediately before the loss; or
- the cost of repairing the **insured vehicle**,

whichever is the lower amount.

If the **insured vehicle** was not first registered from new in any country contained within the **geographical limits we** will not pay more than the purchase price paid by **you** at the time that **you** purchased the **insured vehicle**.

If the **insured vehicle:**

- is stolen and has not been recovered at the time of settlement; or
- is deemed to be beyond economical repair as a result of a loss covered under this section of the policy, the lost or damaged vehicle becomes **our** property once a claim is met under the policy.

You must send **us** the vehicle registration document and MOT certificate if one is required by law for the **insured vehicle** before **we** are able to meet the claim.

If the **insured vehicle** is the subject of a Hire Purchase/ Lease Agreement **we** will pay up to the limit of liability defined above under 'the most **we** will pay'. This payment will be made to the Hire Purchase/ Lease Company as owner, whose receipt shall be a discharge of any claim under this section. If **you** owe less than the proceeds of **your** claim, **we** will pay **you** the difference.

New vehicle cover

If the **insured vehicle** is less than one year old (calculated from the date of first registration) at the time of the incident leading to a claim under this policy, and:

- is stolen and not recovered; or
- is damaged beyond economical repair as a result of a loss covered under this section of the policy,

we will replace it with a new one of the same make, model and specification. However, this new vehicle cover only applies if:

- **you** have been the first and only registered keeper and owner; and
- a suitable replacement vehicle is available in a country contained within the **geographical limits**; and
- anyone else who has an interest in the **insured vehicle** agrees; and
- the **insured vehicle** has covered less than 15,000 miles.

In the event that a vehicle of the same make, model and specification is unavailable **we** will settle the claim on the basis of the **market value** of the **insured vehicle** immediately before the loss.

Once a settlement has been agreed in accordance with this new vehicle cover, the damaged vehicle becomes **our** property.

If the **insured vehicle** is the subject of a Hire Purchase/Lease Agreement **we** will only agree settlement on the basis of this new vehicle cover if **we** have the agreement of the Hire Purchase/Lease Company as owner of the **insured vehicle**.

Repairs

Repairs are normally undertaken by **our approved repairer**.

If **you** choose to use an alternative repairer:

- **You** will be responsible for paying the first £250 of each claim. This will be in addition to any other **excess** shown elsewhere in this policy booklet or on **your policy schedule** or in any **endorsement**. This £250 **excess** will not apply if the work is being carried out by an alternative repairer because **our approved repairer** is unable to undertake the work; and
- **we** will not guarantee the work after **you** have signed a customer satisfaction note and the **insured vehicle** has been returned to **you** by the repairer; and
- **we** will not pay more than the cost of repairs had the work been undertaken by **our approved repairer**. In these circumstances **we** may at **our** option settle the claim for repairs to the **insured vehicle** by making a cash payment for the amount quoted by **our approved repairer** less the **excess** which applies to the claim.

If parts required for repairing the **insured vehicle** are not available in any country contained within the **geographical limits our** liability for those parts shall not exceed the manufacturers' last United Kingdom list price or if not listed the price of those parts for the nearest comparable vehicle available in the United Kingdom. **We** will not pay the cost of importing parts that are not available in any country contained within the **geographical limits**.

We may at **our** option use parts that have not been supplied by the original manufacturer to repair the **insured vehicle**. These parts will be subject to the **approved repairer's** guarantee.

We will not pay the cost of any repair or replacement which improves the **insured vehicle** to a better condition than it was in before the loss or damage. If this does happen **you** must make a contribution towards the cost of repair or replacement.

You may be required to contribute to the cost of replaced items such as exhausts or tyres.

Protection and Recovery

If the **insured vehicle** cannot be driven following an incident leading to a valid claim under this section, **we** will pay:

- the cost of its protection and removal to the nearest **approved repairer**, competent repairer or nearest place of safety; and
- the cost of re-delivery after repairs to **your** home or business address. Whichever is the lower amount; and
- the cost of storage of the **insured vehicle** incurred with **our** written consent.

If the **insured vehicle** is damaged beyond economical repair **we** will arrange for it to be stored safely at premises of **our** choosing.

You should remove **your** personal belongings from the **insured vehicle** before it is collected from **you**.

In the event of a claim being made under the policy **we** have the right to remove the **insured vehicle** to an alternative repairer, place of safety or make **our** own arrangements for re-delivery at any time in order to keep the cost of the claim to a minimum.

Section B: Loss of or Damage to the Insured Vehicle by Fire or Theft (continued)

Young and Inexperienced Driver Excesses

You will be responsible for paying the following amounts in respect of any claim relating to loss of or damage to **your insured vehicle**, caused by fire (other than by vandalism or malicious intent), lightning, self ignition, explosion, theft or attempted theft while the **insured vehicle** is being driven by or is in the charge of or was last in the charge of the categories of driver listed below:

Age or experience of person driving, in charge of or last in charge of the insured vehicle	Amount of Excess
Aged 20 years and under	£300
Aged 21 to 24 years inclusive	£200
Aged 25 years and over but: • who holds a provisional driving licence; or • who holds an international driving licence; or • has held a full driving licence to drive a commercial motor vehicle issued either in a country contained within the **geographical limits** or a member country of the European Union but for less than one year.	£150

The Young & Inexperienced Driver **Excess** applicable at the time of loss or damage is determined by the age or driving experience of the person driving/in charge of the **insured vehicle** at the inception date or last renewal date of the policy whichever is the later.

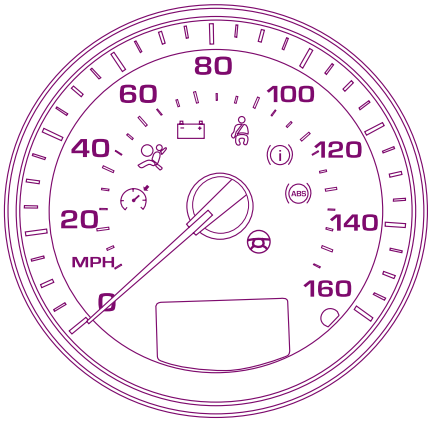
The amounts shown above are in addition to any other **excesses** which are shown elsewhere in this policy document, on **your policy schedule** or in any **endorsement**.

In-vehicle entertainment, communication and navigation equipment

The most **we** will pay under this section is £300 after the deduction of any **excess** that applies in respect of any one occurrence for loss of or damage caused by fire (other than by vandalism or malicious intent), lightning, explosion, theft or attempted theft, to permanently fitted **in-vehicle entertainment, communication and navigation equipment**.

If the cover shown on **your policy schedule** is Comprehensive and this equipment forms part of the original vehicle specification and was fitted to the **insured vehicle** by the vehicle manufacturer or their authorised dealer at the time the **insured vehicle** was first registered from new, the most **we** will pay for any one occurrence will be increased to £750 after the deduction of any **excess**.

Any amount payable in respect of **in-vehicle entertainment, communication and navigation equipment** will not exceed the value of the equipment at the time of the loss or damage after making a deduction for wear and tear.



Guidance Notes - Preventing Crime

Don't give criminals an easy ride. Vehicle crime makes up 20% of all recorded crimes in the UK. Most thefts can be prevented and it's in your interest and ours to take some simple precautions. Most things are common sense.

- Lock your vehicle and remove your ignition key/locking device when leaving it for even a short time e.g. at a petrol station or cashpoint machine.
- Vehicle thieves often steal the keys first especially if the vehicle has an immobiliser and break into houses just to access keys to steal the vehicle. Always keep keys secure even inside your home (do not leave keys where a burglar can easily find them).
- Keys and locking devices should always be kept in a safe and secure place - do not leave them on a wall hook, windowsill or in a jacket pocket close to the vehicle.
- Take appropriate measures to safeguard the vehicle when showing it to prospective purchasers.
- Do not keep items such as the vehicle registration document, service book, MOT certificate or certificate of motor insurance in the vehicle and never leave any valuables on view in the vehicle. You should remove items such as CD players, Radios/MP3 players and portable satellite navigation equipment whenever possible.
- Use good-quality locks and security devices.
- Park in a secure place if you can. If you have a garage, use it and lock it.

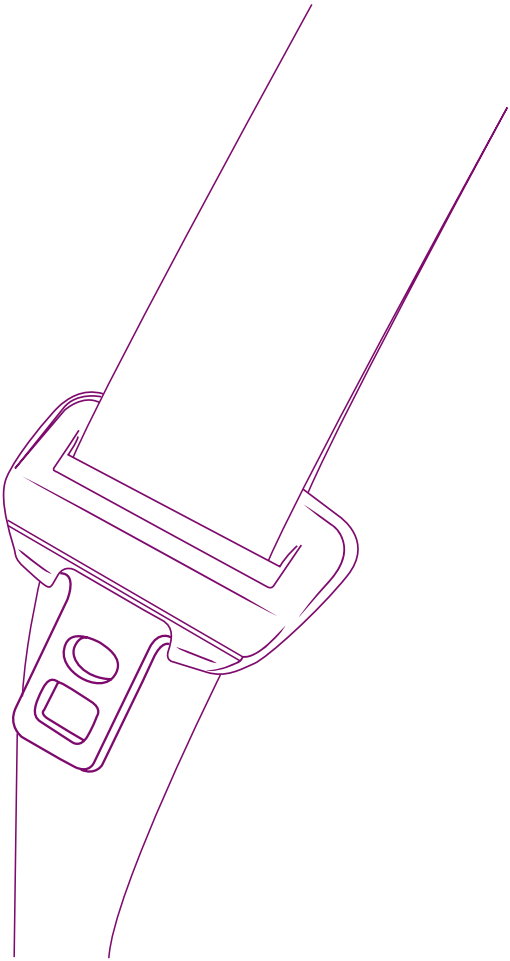
Exceptions to Sections A & B

What is not covered

These sections of **your** insurance policy do not cover the following:

- The amount of any **excess** shown in the **policy schedule** or in this policy document or in any endorsement that applies.
- VAT if **you** are VAT registered.
- Indirect losses which result from the incident that caused **you** to claim, for example, **we** will not pay compensation for **you** not being able to use the **insured vehicle**.
- Wear and tear, mechanical or electrical breakdown including failure of any equipment, integrated circuit, computer chip, computer software or computer related equipment and failure or breakages of any part due to application of brakes or road shocks.
- Depreciation or loss of value following repairs.
- Loss of or damage to the **insured vehicle** arising from the vehicle being taken by a person:
  1) who is not permitted to drive under the **certificate of motor insurance** or is excluded by **endorsement**; and
  2) who is also **your** employee or a member of **your** family or household or in a close personal relationship with **you** or a member of **your** family or household.
- Loss suffered due to any person obtaining any property by fraud or deception, for example a purchaser's cheque not being honoured by their bank.
- Loss or damage to the **insured vehicle** where possession of it is gained by deception on the part of someone pretending to be a buyer or someone pretending to act on behalf of a buyer.
- Loss or damage to the **insured vehicle** as a result of:
  1. Lawful repossession.
  2. Return to its rightful owner.
  3. Seizure by the police or their authorised representatives.
- Loss or damage caused by pressure waves from aircraft or any flying object.
- Loss of or damage to keys, lock or ignition activators, alarm or immobiliser activators (except as insured under Section I of this insurance - Replacement locks).
- Repairs, re-programming or replacement of any component, including locks on the **insured vehicle**, resulting from the loss of or damage to the **insured vehicle's** keys, lock or ignition activators or alarm or immobiliser activators (except as insured under Section I of this insurance - Replacement locks).
- Loss of or damage to the **insured vehicle** and/or **in-vehicle entertainment, communication and navigation equipment** while the **insured vehicle** is left **unattended** arising from theft or attempted theft when:
  1) ignition keys have been left in or on the **insured vehicle**; or
  2) the **insured vehicle** has not been secured by means of all door locks; or
  3) any window or any form of sliding or removable roof or hood have been left open or unlocked; or
  4) the **insured vehicle** is fitted with a manufacturer's standard security device and the device is not operational or is not in use.
- Loss or damage caused by an inappropriate type or grade of fuel being used.
- Damage caused by frost unless **you** took precautions to protect the **insured vehicle**.

- Confiscation, requisition or destruction by or under the order of any Government or Public or Local Authority.
- More than £250 (after the deduction of any **excess** that applies) in respect of sign-writing, advertisements, logos or specialist paintwork.
- Loss or damage caused directly or indirectly by fire if the **insured vehicle** is equipped for cooking and/or heating of food or drink.
- Loss or damage to the **insured vehicle** caused by or consequent on the operation of tipping gear.
- Loss of or damage to generators permanently or temporarily attached to the **insured vehicle**.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Loss or damage caused deliberately by **you** or by any person who is in charge of the **insured vehicle** with **your** permission.
- Fire damage resulting from malicious acts or vandalism if the cover shown on **your policy schedule** is TPFT.



Section C: Liability to Other People

What is covered

Use of the insured vehicle

We will cover the categories of people listed below for their legal liability for death, bodily injury or damage to property arising out of the use of the **insured vehicle** including the towing of any single trailer, trailer-caravan or broken down vehicle while it is attached to the **insured vehicle** provided he/she follows all applicable laws and regulations for the towing of vehicles and it is not being towed for hire or reward:

- **you**; and
- any person permitted to drive the **insured vehicle** under the **certificate of motor insurance** who is driving with **your** permission; and
- any passenger in the **insured vehicle**; and
- any person using (but not driving) the **insured vehicle** for social domestic and pleasure purposes with **your** permission; and
- **your** employer or business partner in the event of an accident occurring while the **insured vehicle** is being used for the business of **your** employer or business partner as long as **your certificate of motor insurance** allows such business use; and
- the legal representatives of any person who would have been covered under this section.

Third Party Property Damage Limit

The most **we** will pay for property damage for any one claim or series of claims arising out of any one event is £5,000,000. The most **we** will pay in costs for any one property damage claim or series of property damage claims arising out of any one event is £5,000,000.

Legal Costs

If there is an accident that is covered under this insurance **we** may at **our** absolute discretion consider payment in respect of the following legal costs:

- solicitors fees for representing **you** at any fatal accident enquiry, Coroner's, Magistrates or similar court; and
- the cost of legal services to defend **you** against a charge of manslaughter or causing death by dangerous or reckless driving.

If **we** agree to pay these costs under this policy the choice and appointment of legal representation and the extent of any assistance that **we** provide will be entirely at **our** discretion. There will be no agreement to pay these costs unless **we** have confirmed this to **you** in writing.

Emergency Medical Treatment

We will pay emergency medical treatment charges required by the Road Traffic Acts. If this is the only payment **we** make, it will not affect **your** No Claim Discount.

Exceptions to Section C

What is not covered

We shall not be liable:

- if the person claiming is otherwise insured; or
- for loss or damage to property belonging to or in the care of any person insured under this section or for not being able to use any such property; or
- for damage to the **insured vehicle** or property in it or being conveyed in it or for not being able to use any such property; or
- for loss or damage to any trailer or caravan being towed by the **insured vehicle** or for any property carried in or on that trailer or caravan or for not being able to use any such trailer or caravan; or
- if the death of or bodily injury to any person covered under this section arises out of or in the course of his/her employment except where such liability must be covered under the Road Traffic Acts; or
- for death or bodily injury to any person being carried in or on any trailer or caravan
- if a person who was not driving makes a claim and he/she knew that the person driving did not hold a valid driving licence; or
- for damage to any bridge, viaduct, weigh-bridge or road or anything beneath attributed to vibration or by the weight of the vehicle and its load if the **insured vehicle** exceeds the maximum gross vehicle, plated or train weight permitted by the relevant law; or
- for death, injury or damage arising while the **insured vehicle** is not on a public road and is in the process of being loaded or unloaded by any person other than the driver or attendant of the vehicle; or
- for death, bodily injury, loss or damage arising while the **insured vehicle** or any attached trailer is working as a tool of trade (this exception does not apply to the normal activities of a goods carrying commercial vehicle); or
- for death, bodily injury, loss or damage arising from plant forming part of or attached to the **insured vehicle**; or
- for death, bodily injury, loss or damage caused by or attributable to the spraying or spreading of any chemical by an agricultural tractor, self propelled agricultural or forestry machine or any trailer attached to such a vehicle.
- For any loss, damage, death or injury arising as a result of a 'road rage' incident or caused deliberately by **you** or any other person claiming under this policy.

Section D: Provision of a Courtesy Van

This section applies only if the cover shown on your policy schedule is Comprehensive

What is covered

If a valid claim is made under this policy, and the **insured vehicle** is to be repaired by one of **our approved repairers**, the repairer will provide **you** with a **courtesy van** (subject to availability) for the duration of the repairs.

If the parts required to repair the **insured vehicle** are not immediately available to **our approved repairer we** reserve the right to withhold the provision of a **courtesy van** until such time as the necessary parts are available and repair work can proceed.

If the **insured vehicle** is accepted by **our approved repairer** as being a repairable proposition, but it is subsequently deemed by **us** to be beyond economical repair, **we** reserve the right to withdraw the **courtesy van** immediately.

The **courtesy van** can only be provided subject to availability and will be supplied subject to **our approved repairer's** standard terms and conditions, for use in any country contained within the **geographical limits** only. **Our** aim is to keep **you** mobile rather than the **courtesy van** being a replacement for the **insured vehicle** in terms of status, performance or suitability for **your** normal business activities.

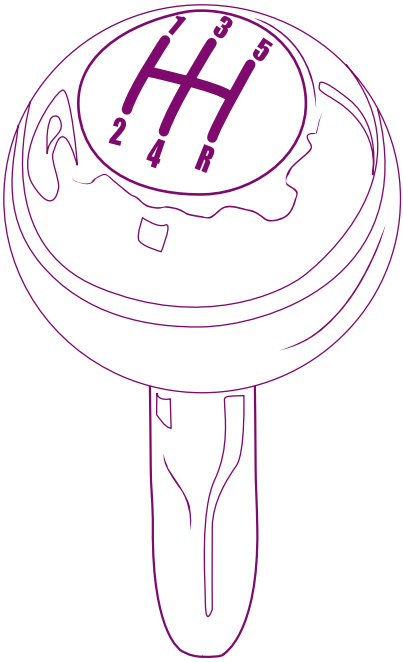
While **you** are in possession of the **courtesy van** for the period during which the **insured vehicle** is being repaired, cover for loss of or damage to the **courtesy van** will be provided by this policy in accordance with its terms, **endorsements** and conditions, including **excesses** for which **you** will be responsible. **We** will not make a charge for this cover.

Any accidents or losses while **you** are in possession of the **courtesy van** must be reported to **us** immediately, and may affect **your** No Claim Discount.

Driving of the **courtesy van** will be limited solely to those persons named on **your certificate of motor insurance**. The cover provided by this policy will apply whilst the **courtesy van** is being used for the purposes described on the **certificate of motor insurance** although further use limitations may apply under the **approved repairer's** standard terms and conditions relating to the supply of the **courtesy van**.

You are not required to inform **us** when **you** are supplied with a **courtesy van** from **our approved repairer**.

You must return the **courtesy van** to **our approved repairer** either when **we** ask **you** to do so or if this insurance falls due for renewal and **you** fail to renew it with **us**.



Section E: Personal Accident Benefits

This section applies only if the cover shown on your policy schedule is Comprehensive.

What is covered

We will pay the following amounts if **you** or **your** legally married spouse or civil partner accidentally receives an injury, as detailed below, which independently of any other cause and within 3 months of the accident, results in:

Amount **we** will pay for each insured person	
Death	£5,000
Complete and permanent loss of sight of one or both eyes	£2,000
Complete and permanent loss of one or more limbs	£2,000

Payment will only be made where the injury or death directly results from an accident while getting into, out of or travelling in the **insured vehicle**.

We will make payment to **you** or **your** legal representatives. Payment made under this section will be limited to a maximum amount of £5,000 in any annual **period of insurance** regardless of the number of persons injured or the types of injury sustained.

What is not covered

This personal accident benefit does not apply:

- to policies issued in the name of a company or firm, or
- where death or bodily injury is caused by suicide or attempted suicide, natural disease or pre-existing physical defect, or
- in respect of death of or bodily injury to the driver at the time of the accident if such person was convicted for driving under the influence of drugs or alcohol at the time of the accident, or
- for death or bodily injury to any person in the **insured vehicle** if such person had not complied with the law relating to the use of seat belts.

Section F: Personal Belongings

This section applies only if the cover shown on your policy schedule is Comprehensive.

What is covered

The most **we** will pay under this section is £100 for personal belongings while in the **insured vehicle**, if they are lost or damaged because of any accident, fire, theft or attempted theft or by malicious means.

What is not covered

Personal belongings cover does not apply:

- to policies issued in the name of a company or firm, or
- to money, vouchers, lottery tickets, credit, debit or payment cards, stamps, tickets or securities, or
- to jewellery or furs, or
- to radar detection equipment, or
- to goods or samples, tools or equipment connected with any trade or business, or
- in respect of theft of property from the **unattended insured vehicle** if
  - i) ignition keys have been left in or on the **insured vehicle**, or
  - ii) the **insured vehicle** has not been secured by means of door and boot lock, or
  - iii) any window or any form of sliding or removable roof or hood have been left open or unlocked, or
  - iv) the **insured vehicle** is fitted with a manufacturer's standard security device and the device is not operational or is not in use.
- in respect of any permanently fitted audio, navigation or telephone equipment (except as insured under Section A or Section B of this insurance).

Section G: Medical Expenses

This section applies only if the cover shown on your policy schedule is Comprehensive.

What is covered

The most **we** will pay under this section is £200 per person for medical expenses for anyone who is injured while they are in the **insured vehicle**.

Section H: Glass Damage

This section applies only if the cover shown on your policy schedule is Comprehensive.

What is covered

We will pay the cost of repair/replacement of broken glass windscreens or glass windows, without loss of No Claim Discount providing the work is carried out by **our** approved replacement service.

We may at **our** option use parts that have not been supplied by the original manufacturer. If **you** insist that **we** use parts supplied by the original manufacturer even though alternative non-original manufacturer parts are available **you** will be required to pay **us** any difference in the cost of such parts.

If an incident occurs involving the breakage of multiple items of glass **we** will only pay for one piece of glass under this section of the policy.

In the event of an incident likely to give rise to a claim for damaged glass please contact the approved replacement service via the 24 hour Claims Helpline on 0344 705 8183.

If **you** do not use **our** approved replacement service the most **we** will pay is £75 (after the deduction of any **excess** that applies) in any one annual **period of insurance**, without loss of No Claim Discount.

What is not covered

- **You** will be required to pay the first £80 of each claim under this section in respect of a replacement windscreen or window. Where the windscreen or window can be repaired and does not require replacement, any claim for repair will be subject to an **excess** of £25.
- **We** will not pay claims for mechanical items associated with the window mechanisms of the **insured vehicle** under this section.
- **We** will not pay the cost of importing parts or items of replacement glass that are not available in any country contained within the **geographical limits**.
- **We** will not pay claims for the repair or replacement of sunroofs, glass roofs, panoramic windscreens, lights/reflectors or folding rear windscreen assemblies under this section.
- Any loss or damage caused deliberately by **you** or by any person who is in charge of the **insured vehicle** with **your** permission.

Section I: Replacement Locks

This section applies only if the cover shown on your policy schedule is Comprehensive.

What is covered

In the event that:

- one or more of the keys or lock transmitters or entry cards for a keyless entry system for the **insured vehicle** is stolen; and
- it can be established that the identity or garaging address of the **insured vehicle** is known to any person who may have **your** keys or transmitter or entry card, then:
- the most **we** will pay under this section is £300 for any one occurrence (after the deduction of the **excess** that applies to this section) towards the cost of replacing:
    - the door locks and/or tailgate lock, and
    - the ignition/steering lock, and
    - the lock transmitter and/or central locking system.

What is not covered

We will not pay:

- any claim resulting from the keys, lock transmitters or entry cards being left in or on the **insured vehicle** when **unattended**; or
- the first £150 of each claim, or
- the cost of replacing alarms or other security devices used in connection with the **insured vehicle** under this section of the policy.

Section J: Foreign Use of the Insured Vehicle

What is covered

Legal minimum insurance

While the **insured vehicle** is:

- in any country which is a member of the European Union (EU); or
- any other country in respect of which the European Commission is satisfied has made arrangements to meet the requirements of Article 7(2) of EU Directive 72/166/CEE relating to civil liabilities arising from the use of motor vehicles.

This policy provides the minimum level of cover in respect of liability which is legally insurable in the country concerned. This legal minimum insurance does not include cover for loss of or damage to the **insured vehicle.**

Full policy cover

In addition to the legal minimum cover shown above, this policy can be extended to provide the cover shown in **your policy schedule**, to any member country of the EU and also Andorra, the Channel Islands, Croatia, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland provided that:

- the use of the **insured vehicle** abroad is limited to no more than 30 days in total in any one annual **period of insurance**; and
- **you** or any permitted driver are permanently resident within the **geographical limits** of this policy; and
- **your** visit abroad is for social, domestic or pleasure purposes only.

If **you** wish to extend the full policy cover shown on **your policy schedule** to the countries listed above **you** must contact **your insurance intermediary** in advance of **your** intended trip abroad and obtain **our** agreement to provide cover.

Any agreement by **us** to extend full policy cover abroad will be subject to an additional premium. Additional policy restrictions may also apply.

A Green Card is not required for the countries listed above.

If the policy is extended to provide the full cover shown on **your policy schedule** whilst abroad:

- insurance is automatically provided on the **insured vehicle** while it is being transported (including loading and unloading) between ports in countries where **you** have cover, provided the **insured vehicle** is being transported by rail or a recognised sea route of not more than 65 hours duration; and
- **we** will pay the cost of delivery of the **insured vehicle** to **you** after repairs or if it is recovered after being stolen in the country in which damage was sustained or theft occurred if **you** have remained in that country. If **you** have returned home **we** will pay the cost of delivery of the **insured vehicle** to **you** to **your** home or business address, whichever is the lower amount, and
- **we** will pay the amount of foreign customs duty for which **you** are liable as a direct result of loss or damage to the **insured vehicle** preventing its return to any country within the **geographic limits**.
- In the event of a claim being made under the policy **we** have the right to remove the **insured vehicle** to an alternative repairer, place of safety or make **our** own arrangements for re-delivery at any time in order to keep the cost of the claim to a minimum.

The exceptions applying to sections A, B & C of this insurance also apply to this section.

Guidance Notes - Going Abroad

The policy does not automatically provide full cover abroad so, before travelling, please contact your insurance intermediary to arrange cover. The extended full insurance will then cover you in the countries for which we have agreed to provide cover and when your vehicle is travelling by rail or sea between those countries but the use of the insured vehicle will be restricted to Social, Domestic or Pleasure purposes only.

Unless you notify your insurance intermediary in advance of a trip abroad, the cover under this insurance will be limited to the minimum cover you need under the law of the relevant country (EU minimum insurance).
This minimum insurance will not provide any cover for damage to your vehicle.

Take your Certificate of Motor Insurance as evidence of insurance when you travel abroad.

If your vehicle suffers any loss or damage that is covered by this insurance and the vehicle is in a country where you have full policy cover, we will refund any customs duty you pay to temporarily import your vehicle.

We will only consider extending this insurance to countries which are covered by the International Green Card system.

If you are involved in any accident or incident whilst abroad please call the 24 hour Claims Helpline using the international dialling code for the UK: 0044 344 705 8183

Section K: No Claim Discount

As long as no claim is made under this policy during any annual **period of insurance**, **we** will give **you** a discount when **you** renew **your** insurance. The discount **you** will receive will be in accordance with **our** No Claim Discount scale applicable at the time **your** policy is due for renewal. However, **your** entitlement will be affected in the event of a claim or multiple claims being made under this policy.

Your no claim discount will not be affected in the following circumstances:

- if **we** make a full recovery of all payments made by **us** in connection with the claim; or
- if **you** only claim for a broken windscreen or window under Section H of this policy and use **our** approved replacement service; or
- if **we** only have to pay for an emergency treatment fee.

If **you** make a claim or if a claim is made against **you** for an event which **you** may not consider to be **your** fault and **we** have to make a payment this will affect **your** No Claim Discount unless **we** can recover **our** outlay in full from the responsible party.

If **you** decide to cancel **your** policy and premiums remain outstanding **we** will not be able to issue proof of no claim discount until the outstanding premiums are paid.

You cannot transfer **your** No Claim Discount to somebody else.

Guidance Notes – No Claim Discount

There may on occasions be incidents (possibly involving a cyclist or pedestrian) where, although you are not claiming for damage to your vehicle, there is a potential for a claim against your policy by the third party.

In these circumstances we may disallow your No Claim Discount for up to 12 months until we are confident that a third party claim is unlikely to materialise.

Section L: Protected No Claim Discount

This section only applies if shown on your policy schedule.

The extent of No Claim Discount protection is dependent on the number of proven claim-free years earned by **you**:

If your No Claim Discount entitlement is less than four years

Dependent on the number of proven claim-free years earned by **you we** will allow a No Claim Discount entitlement in accordance with **our** No Claim Discount scale applicable at the time **your** policy is due for renewal.

Your No Claim Discount entitlement will not be prejudiced provided that no more than one claim is made in any one annual **period of insurance**. However, in the event of a single claim being made under this insurance in any one annual **period of insurance your** No Claim Discount;

- will not be increased at the following renewal date of the policy, and
- will only be increased at a subsequent renewal date after **you** have been insured under the policy for a further twelve months and have not made a further claim.

In the event that **you** make two or more claims in any one annual **period of insurance your** No Claim Discount entitlement will be reduced to nil at the next renewal date of the policy.

If your No Claim Discount entitlement is four or more years

You must have proved that **you** have an entitlement to at least four years' No Claim Discount.

You will not lose any of **your** No Claim Discount provided **you** make no more than two partial fault, fault, fire or theft claims within any five consecutive year period.

If three claims are made in any five year **period of insurance we** will reduce the discount **you** receive in accordance with **our** No Claim Discount scale applicable at the time **your** policy is due for renewal. If more than three claims are made in any five year **period of insurance we** will reduce the discount **you** receive to nil.

Regardless of the number of years No Claims Discount to which **you** are entitled **our** agreement to protect **your** No Claim Discount does not mean that the premium cannot be increased at renewal of **your** policy to reflect an adverse claims record or driving history.

General Exceptions

These general exceptions apply to the whole of the insurance.

What is not covered

1. Excluded uses and excluded drivers

We will not cover any liability, loss or damage arising while any vehicle covered by this insurance is being:

1.1 used for a purpose which is not permitted or is excluded by the **certificate of motor insurance**; or

1.2 used on the Nurburgring Nordschleife or any race track, racing circuit or prepared course unless **you** have told **us** about this and **we** have agreed to provide cover; or

1.3 driven by, is in the charge of or was last in the charge of anyone not permitted to drive by **your certificate of motor insurance** or temporary cover note or who is excluded by **endorsement**; or

1.4 driven by, is in the charge of or was last in the charge of anyone including **you** who is disqualified from driving or has never held a licence to drive a vehicle or is prevented by law from having a licence; or

1.5 driven by any person who holds or last held a provisional driving licence unless that person is accompanied by a full licence holder aged 21 years or over and the accompanying full licence holder has held a full driving licence for at least 3 years; or

1.6 driven by, is in the charge of or was last in the charge of any person who does not meet the terms or conditions of his/her driving licence; or

1.7 driven by **you** or any person insured to drive, should it be proved to **our** satisfaction that the driver was under the influence of alcohol or drugs at the time of such loss or damage occurring. A conviction under the relevant law (including a conviction for failing to supply a specimen of breath, blood or urine) shall be deemed to be conclusive evidence that the driver at the time of the loss or damage was under the influence of alcohol or drugs.

1.8 driven by any person who fails to take medication as prescribed or carry out prescribed treatment or report for a medical examination recommended by a doctor where this inaction contributes to an accident.

General Exception 1 will not apply:

- if the **insured vehicle** has been stolen or taken away without **your** permission; or
- if the **insured vehicle** is in custody of a garage for repair or servicing; or
- under General Exception 1.1 only, while the **insured vehicle** is being used for vehicle sharing purposes as defined in General Condition 9 of this policy.

2. Overseas use

We will not make any payments for any liability loss or damage that occurs outside of the **geographical limits** of this policy unless extended under the terms of Section J Foreign Use (apart from the minimum cover required by law).

3. Legal proceedings

This insurance does not provide any cover for liability, costs or expenses in respect of any proceedings brought against **you** or judgement passed in any court outside of the **geographical limits**, unless the proceedings or judgement arise out of the **insured vehicle** being used in a foreign country which **we** have agreed to extend this insurance to cover and the proceedings are brought and judgement is made in such country.

4. Contractual liability

We will not cover any liability **you** have accepted under an agreement or contract unless **you** would have had that liability anyway.

5. Radioactivity

We will not cover any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:

- ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

6. War

We will not pay for any loss, damage or liability arising as a consequence of war, invasion or act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

7. Earthquake, riot and civil commotion

We will not pay for death, bodily injury, loss, damage and/or liability arising during (unless **you** prove that it was not occasioned thereby) or in consequence of:

- earthquake; or
- riot or civil commotion occurring elsewhere other than in Great Britain the Isle of Man or the Channel Islands.

8. Use on airfields

We will not cover any liability in respect of

- accident, loss or damage to any aircraft; or
- death or bodily injury arising in connection with accident loss or damage to any aircraft; or
- any other loss indirectly caused by such accident, loss or damage to any aircraft, incurred, caused or sustained while any vehicle covered by this insurance is in any airport or airfield.

9. Pollution

We will not pay for any liability, loss or damage resulting from pollution or contamination however caused, other than as required by the law of any country in which **we** have agreed to provide cover under this policy.

10. Mis-delivery

We will not cover liability, loss or damage caused by solidification or the spillage, leakage or mis-delivery of any load.

11. Terrorism

We will not cover any liability, loss or damage caused by acts of **terrorism** apart from the minimum level of cover **we** must provide by law.

12. Hazardous goods

We will not pay for any liability, loss or damage resulting from the carriage of any **hazardous goods** other than as required by the law of any country in which **we** have agreed to provide cover under this policy.

13. Unsafe loads

This insurance does not provide any cover for liability, loss or damage resulting from the **insured vehicle**:

- carrying a load which results in the Gross Vehicle Weight or Gross Train Weight being exceeded, or
- being driven with an unsafe or insecure load; or
- being driven with a number of passengers which exceeds the manufacturer's specified seating capacity or makes the **insured vehicle** unsafe to drive; or
- towing either a greater number of trailers than is permitted by law or a trailer which has an unsafe or insecure load.

General Conditions

These general conditions apply to the whole of the insurance.

1. Payment of Premium, Keeping to the Policy Terms & Avoiding Misrepresentation

We will only provide the cover described in this insurance policy if:

- **you** have paid or agreed to pay the premium for the current **period of insurance**; and
- **you** or any person claiming protection has kept to all of the terms and conditions of this policy (including those applied by **endorsement**) as far as they can apply; and
- in entering into this contract **you** have taken all reasonable care in answering all questions in relation to this insurance honestly and to the best of **your** knowledge.

Your premium is based on information **you** supplied at the start of the insurance, subsequent alteration or renewal. **You** must tell **us** immediately via **your insurance intermediary** of any change to that information. Some examples are:

- any changes to the **insured vehicle** which improve its value, attractiveness to thieves, performance or handling,
- any change of vehicle,
- change of occupation (including part-time),
- change of address,
- change of garaging facilities and/or where the vehicle is normally left overnight,
- change of drivers,
- if **you** or any drivers pass their driving test, sustain a motoring or non-motoring conviction or licence **endorsement** or fixed penalty **endorsement**,
- there is a change of main driver.

If **your** premium has been calculated on a limited annual mileage basis **we** will seek evidence at the time of a claim to prove that **your** estimated annual mileage has not been exceeded. If **you** fail to supply appropriate evidence or evidence is provided by **you** which shows that the estimated annual mileage has been exceeded **you** will be required to pay the additional amount of **excess** shown on the **endorsement** applying to **your** policy.

Under the Consumer Insurance (Disclosure and Representations) Act 2012 **your** failure to take reasonable care to avoid misrepresentation in relation to the information provided could result in **your** policy being cancelled or **your** claim being rejected or not fully paid.

If **you** or anyone acting on **your** behalf knowingly commit a fraudulent act or submit a fraudulent document or make a fraudulent statement or exaggerate any claim made under the policy, **we** will not pay the claim and cover under this and all other insurances currently in force with **us** with which **you** are connected will cease immediately. **You** will not be entitled to any refund of premium under any policy.

2. Looking After Your Vehicle

You or any permitted drivers are required to maintain the **insured vehicle** in a roadworthy condition. **You** or any person in charge of the **insured vehicle** are required to take all reasonable care to safeguard it and its contents from loss or damage, for example the vehicle should not be left unlocked when **unattended**.

We shall at all times be allowed free access to examine the **insured vehicle**.

3. Having an MOT Certificate

There must be a valid Department for Transport test certificate (MOT) in force for the **insured vehicle** if one is needed by law. In the absence of a valid Department for Transport test certificate (MOT) all cover under sections A and B of this insurance is cancelled and of no effect.

4. Accidents or Losses

In the event of an accident or incident likely to give rise to a claim which is covered under the policy, **you** must as soon as possible, telephone the **24 hour claims helpline (this must be within 24 hours of the incident occurring). Please also refer to Page 4 of this policy booklet 'What to do in the event of an accident' for further guidance.**

If the loss or damage is covered under the policy, the claims helpline operator will make arrangements to remove the **insured vehicle** to the nearest **approved repairer**, competent repairer or place of safety, and safeguard the **insured vehicle** and its contents.

We will not pay for further damage to the **insured vehicle** if **you** drive it or attempt to drive it in a damaged condition.

If **your** claim is due to theft, attempted theft, malicious damage or vandalism, **you** must also notify the police within 24 hours of discovery of the loss or as near as practical and obtain a crime report number.

We have the right to remove the **insured vehicle** at any time to keep claims costs to a minimum. If the **insured vehicle** is damaged beyond economical repair **we** will arrange for it to be stored safely at premises of **our** choosing.

If **we** ask to examine driving licences and vehicle documentation before agreeing to settle a claim under this policy **you** must supply this documentation before **we** can proceed with the settlement.

Any indication of a claim against **you** must be notified to **us** as soon as possible. Any writ, or notification of civil or criminal proceedings should be sent to **us** by recorded delivery immediately.

We shall be entitled to take over and conduct the defence or settlement of any claim or prosecute any claim in the name of any person covered by this insurance.

5. Claims Procedures

No admission of liability, payment or promise of payment shall be made or given by **you** or any person on **your** behalf. No proceedings may be commenced against, or settlement accepted from, any other party without **our** written consent.

We shall have discretion in the conduct of any proceedings or in the settlement of any claim.

You must give **us** whatever co-operation, information and assistance **we** require in dealing with any claim under this policy.

If there is any other insurance in force which covers the same loss, damage or liability as this insurance, **we** will only pay **our** proportionate share of the claim.

6. Cancellation

Cancelling the policy within the reflection period

This insurance provides **you** with a reflection period to decide whether **you** wish to continue with the full policy. The reflection period is for 14 days from the date **you** receive **your** policy documentation.

If a period of less than 14 days has elapsed since **you** received **your** policy documentation, and **you** have not made a total loss claim, **you** have the right to cancel the policy and receive a refund of premium.

- If at the date of cancellation **your** policy has not yet commenced **you** will receive a full refund from **us**; or
- If **your** policy has already commenced, **we** will refund the premium relating to the remaining **period of insurance** calculated on a proportionate basis dependent on the number of days left to run under the policy less a charge of £25 plus Insurance Premium Tax if applicable to cover **our** administration costs.

General Conditions (continued)

Cancelling the policy after the reflection period

Cancellation by Us

We can cancel this policy at any time if there are serious grounds to do so, including but not limited to the following examples:

- where **your insurance intermediary** has been unable to collect a premium payment (payment terms including the procedures in the event of non-payment of the premium will have been agreed between **you** and **your insurance intermediary** when **you** took out this policy); or
- **you** have failed to take reasonable care in providing information in relation to this insurance as required by General Condition 1 of this policy; or
- **you** have failed to supply requested validation documentation (evidence of No Claim Discount, copy driving licence, utility bill etc.); or
- **you** have failed to co-operate or provide information and assistance in relation to any claim under this policy or with regards to the administration or operation of this policy; or
- where **you** fail to maintain the **insured vehicle** in a roadworthy condition or **you** fail to look after it in accordance with General Conditions 2 and 3 of this policy; or
- where **we** have grounds to suspect fraud or misrepresentation; or
- where **you** use threatening or abusive behaviour towards a member of **our** staff or a member of staff of **your insurance intermediary** or **our** supplier.

We will do this by giving **you** 7 days' notice in writing to **your** last address notified to **us**. **Your** last notified address may include an email address nominated by **you** to accept correspondence.

We will refund the premium relating to the remaining **period of insurance** calculated on a proportionate basis dependent on the number of days left to run under the policy less a cancellation fee of no more than £50 plus Insurance Premium Tax if applicable to take into account **our** costs in providing **your** policy. A refund of premium is only available as long as:

- the **insured vehicle** has not been the subject of a total loss claim (i.e. written-off or stolen and not recovered); and
- cancellation is not due to any fraudulent act by **you** or anyone acting on **your** behalf.

We also reserve the right to retain all premium paid for the current **period of insurance** in the event that a fault claim has been made against the policy during this period.

Non-payment of premium

In the event that there has been a loss or incident likely to give rise to a claim during the current **period of insurance** and premium amounts are outstanding **we** may at **our** discretion reduce any claims payment by the amount of outstanding or overdue premiums that **you** owe **us**.

Cancellation by You

You or **your insurance intermediary** can cancel this policy either from the date **we** are notified, in writing, or a later date as requested by **you**. Providing there have been no claims in the current **period of insurance we** will refund the premium relating to the remaining **period of insurance** calculated on a proportionate basis dependent on the number of days left to run under the policy less an administration fee of no more than £50 plus Insurance Premium Tax if applicable to take into account **our** costs in providing **your** policy.

Guidance Notes – Policy Cancellation

Please note that any refund from us whether during or after the reflection period may be subject to a further cancellation charge levied by your insurance intermediary. Any charges levied by your insurance intermediary will be in accordance with the terms and conditions agreed between you and them at the time you arranged this insurance.

7. Total Losses

If as a result of a claim the **insured vehicle** is determined to be a total loss or has been stolen and not recovered, when **we** settle **your** claim **your** vehicle will become **our** property.

We will not refund any premium for the **period of insurance you** have left but at **our** discretion **we** may let cover continue for a replacement vehicle.

If **we** decide not to allow a replacement vehicle this policy will cease without return of premium and if there are outstanding or overdue premiums due to **us** these must be paid immediately or **we** may at **our** discretion reduce the claims payment by the amount of outstanding or overdue premiums.

8. Right of Recovery

If under the laws of any country in which this insurance applies, **we** have to make payments which but for those laws would not be covered by this policy, **you** must repay the amounts to **us**.

You or the person who caused the accident must also repay **us** any money **we** have to pay because of any agreement **we** have with the Motor Insurers' Bureau.

Any payment **we** have to make because **we** are required to do so by compulsory insurance law or an agreement with the Motor Insurers' Bureau will prejudice **your** No Claim Discount and will also mean that there will be no entitlement to a return of premium if the policy is cancelled or declared void.

9. Vehicle Sharing

This policy allows **you** to carry passengers for social or similar purposes and **your** receipt of a mileage allowance or a payment by a passenger towards the cost of fuel will not invalidate cover as long as:

- **you** do not make a profit from the vehicle sharing arrangement; and
- the **insured vehicle** is not adapted to carry more than eight people (including the driver); and
- **you** are not carrying passengers as customers of a passenger-carrying business.

Endorsements

These endorsements do not apply to your insurance unless shown on your policy schedule for the current period of insurance.

Endorsement E004: Value-related excess

If the **insured vehicle** is declared a total loss following a valid claim under this insurance, an **excess** calculated at 10% of the vehicle's **market value** at the time of the loss will apply.

This **excess** is in addition to any other **excess(es)** shown in this policy document or on **your policy schedule** or in any other **endorsement**.

Endorsement E008: Excluding drivers under 25 years of age

There is no cover under this policy whilst the **insured vehicle** is being driven by or is in the charge of any person under twenty-five years of age.

Endorsement E009: Excluding drivers under 30 years of age

There is no cover under this policy whilst the **insured vehicle** is being driven by or is in the charge of any person under thirty years of age.

Endorsement E030: Noted owner endorsement

It is noted that the **insured vehicle** is not owned and/or registered by the Insured.

Endorsement E038: Vehicle tracking device

It is a condition of this insurance that an approved tracking device is fitted to the **insured vehicle** and that it is operative when **you** are not in the **insured vehicle**.

In the absence of an operative approved tracking device when **you** are not in the **insured vehicle** all theft cover under this policy is inoperative.

Endorsement E068: Declared annual mileage

Your premium is based on the vehicle's annual mileage, as declared to **your insurance intermediary** at the inception of this policy.

If **you exceed** this limit within a twelve month period, **your** policy may be invalidated and in the event of a claim cover would be inoperative.

Endorsement E084: Excluding Drivers Under 30/24 Months Experience

The benefits of this Insurance shall not operate whilst **your** vehicle is being used by or is in the charge of any person under thirty years of age or is the holder of a provisional driving licence or any person who has held a Full UK driving licence for less than 24 months (or 2 years).

Endorsement E117: Excluding theft when not garaged

Theft cover is excluded in the event of the **insured vehicle** not being kept in a locked garage between the hours of 10pm and 6am whilst parked at **your** home address as last notified to **us**.

Endorsement E158: Drink and Drugs

This policy shall not apply (except to comply with the Road Traffic Acts) whilst **your** vehicle is being driven by **you** or any person insured to drive, should it be proved to **our** satisfaction that the driver was under the influence of alcohol or drugs. A conviction under the relevant law (including convictions for failing to supply specimens of breath, blood or urine) shall be deemed to be conclusive evidence of the condition of the driver at the time of the occurrence giving rise to the conviction.

Endorsement E427: Vehicle Kept Off Road Endorsement

It is a condition of this Motor policy that when parked at **your** home address between the hours of 10pm and 6am **your** vehicle is kept off the public road and on **your** private property, in accordance with the information provided to Underwriters at the start of this policy. Failure to do so could invalidate **your** cover.

Endorsement E556: Bound by last proposal form/statement of fact

This contract of insurance has been granted on the basis of the information contained in the last completed **proposal form**, **statement of fact** or **statement of insurance** together with any material changes notified to **us** or **your insurance intermediary**. In accordance with General Condition 1 of this policy, **your** failure

to notify **us** or **your insurance intermediary** of any material changes could invalidate **your** insurance.

Endorsement E652: Damage Excess

We shall not be responsible to pay the first amount as shown overleaf/below of any claim or series of claims arising out of one event in respect of which indemnity is provided by the Damage Section (Section A) of **your** Policy.

Endorsement E653: Fire and Theft Excess

We shall not be responsible to pay the first amount as shown overleaf/below of any claim or series of claims arising out of one event in respect of which indemnity is provided by the Fire and Theft Section (Section B) of **your** Policy.

Endorsement E654: Excluding drivers under 25/24 months experience

There is no cover under this policy whilst the **insured vehicle** is being driven by or is in the charge of:

- any person under twenty-five years of age; or
- any person who is the holder of a provisional driving licence; or
- any person who has held a full driving licence to drive a private motor car issued either in a country within the **geographical limits** of this policy or a member country of the European Union for less than twenty-four months.

Endorsement E656: Protected No Claim Discount (4+ years entitlement)

Protected No Claim Discount applies in accordance with Section L of this policy.

Endorsement E657: Protected No Claims Discount (Less than 4 years NCD entitlement)

Protected No Claim Discount applies in accordance with Section L of this policy.

Endorsement E660: Limited mileage

Your premium reflects the total annual mileage **you** have declared on **your proposal form**, **statement of fact** or **statement of insurance**. If **you** exceed the declared mileage within a twelve month period, **you** will be responsible for the first £500 of any claim(s) under Sections A and B of this Policy. This **excess** is in addition to any other **excess(es)** shown in this policy document or on **your policy schedule** or in any other **endorsement**.

Endorsement E665: Personal benefits

The following benefits are excluded from **your** Policy:

Section E - Personal Accident Benefits

Section F- Personal Belongings

Section G - Medical Expenses

Endorsement E667: Permanent Fixtures and Fittings Cover

Sections A and B of **your** policy is extended to include cover for the cost of repairing or replacing permanent fixtures or fittings on or in **your** vehicle.

Endorsement E668: Security - Thatcham Category 1 Immobiliser

We will not provide any cover under Section B of the policy (i.e. any claim for loss or damage by theft or attempted theft of the **insured vehicle**) unless **we** have proof that it is fitted with a factory fitted Thatcham Category 1 immobiliser or it has a Thatcham Category 1 immobiliser fitted by an insurer approved installer and that the immobiliser is on and working whenever the **insured vehicle** is left.

Endorsement E669: Security - Thatcham Category 2 Immobiliser

We will not provide any cover under Section B of the policy (i.e. any claim for loss or damage by theft or attempted theft of the **insured vehicle**) unless **we** have proof that it is fitted with a factory fitted Thatcham Category 2 immobiliser or it has a Thatcham Category 2 immobiliser fitted by an insurer approved installer and that the immobiliser is on and working whenever the **insured vehicle** is left.

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.

If a dispute regarding your policy or claim arises and cannot be resolved by reference to your insurance intermediary the following explains the procedures for resolving your complaint:

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

Markerstudy Customer Relations
Markerstudy Limited
PO Box 727
Chesterfield
S40 9LH

Tel: 0344 705 0633

Email: complaints@markerstudy.com

When contacting Markerstudy Limited 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 immediately. If they cannot resolve your complaint by the end of the next working day they will acknowledge your complaint 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.

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:

Operational Standards
Markerstudy Limited
PO Box 420
Tunbridge Wells
Kent
TN2 9LT

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

Markerstudy Insurance Company Limited is a member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our liabilities under this policy.

Further information about the scheme is available on the FSCS website at www.fscs.org.uk or by writing to the FSCS at 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Your Insurance Intermediary

In the event that we are unable to continue to trade with your insurance intermediary because they have ceased to trade through bankruptcy or liquidation or in the event that their relevant FCA authorisation is revoked we reserve the right to pass your policy and all details on to another intermediary. If you do not wish this to happen then please put your request in writing to us.

Data Protection and Sharing Information with Other Organisations

Data Protection

Your information is important to us.

We take care to protect your information.

We are governed by the Data Protection legislation applicable in both the United Kingdom and Gibraltar. In this document we tell 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 and by re-insurers and your intermediary or broker. They may share your information with their own servants and agents. 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 as well as other agents and suppliers.

We may also provide your (or any person included on the proposal) driving licence number (DLN) and other details to the DVLA to confirm licence status, entitlement and relevant restriction information and endorsement/conviction data.

Searches may be carried out prior to your policy commencing and at any point during your insurance policy including any mid-term adjustment and renewal stage. For details relating to information held about you by the DVLA please visit www.dvla.gov.uk.

The DLN may also be used to search your (or any person included on the proposal) no claims discount (NCD) details against a no claims discount database to obtain information in relation to your NCD entitlement. Such searches may be carried out against driving licence number, name, date of birth, Vehicle Registration Mark (VRM) and postcode.

We may pass details of your no claims discount to certain organisations to be recorded on a NCD database. This will occur if information requires updating or correcting at any stage and also at the renewal stage of your policy and upon or after the cancellation of your policy prior to the expiry date.

Providing you with details on our 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. We will not 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 at Markerstudy Limited, Markerstudy House, 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB.

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, including your personal details, may be looked at and 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:

- Electronic Licensing
- Continuous Insurance Enforcement
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- 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 and Detection

In order to prevent and detect fraud we may 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:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household.
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies.
- Check your identity to prevent money laundering,

In addition we may undertake additional fraud checks, which may include requests for copy driving licences, utility bills and other documentation to establish the identity of any person applying for insurance.

To detect and prevent fraudulent claims and/or activities by undertaking searches against your (or any person included on the proposal) DLN against details held by the DVLA to confirm your licence status, entitlement and restriction information and endorsement/conviction data. This helps insurers check information to prevent fraud and reduce incidences of negligent misrepresentation and non-disclosure.

Claims History

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd) 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) and whether or not they have given 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.

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. . 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.

Data Protection and Sharing Information with Other Organisations (continued)

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.

Transfers

Sometimes your information may be transferred outside the European Economic Area by us, by the organisations with whom we share your information or by the servants and agents of these organisations. If we do this we will seek to ensure that anyone to whom we pass it provides an adequate level of protection.

Sensitive Data

In order to assess the terms of the insurance contract or administer claims which arise, we will need to collect sensitive data for example 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 at Markerstudy Limited, Markerstudy House, 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB.

Numbers to Call

Had an Accident?

We're here to get you back on the road.

The procedure outlined below must be followed for all accidents, regardless of who is responsible. Even if you do not intend to make a claim for the damage to your vehicle you must still report the accident.

Delay in notification may invalidate your right to claim.

At the roadside?

Call 03330 436 514

To obtain immediate assistance at the roadside call the Roadside Priority Claims Helpline on 03330 436 514

Experienced advisors will take initial claim details and discuss recovery of your vehicle.

Unable to call from the roadside?

Call 0344 705 8183

If you are unable to call from the roadside you must call the 24 hour Claims Helpline on 0344 705 8183 as soon as it is safe to do so.

Please call within 24 hours of the accident, but ideally within 1 hour.

Calling straightaway provides you with benefits which may include the following (dependent on the level of policy cover you have):

- **FREE courtesy van** while your insured vehicle is being repaired (subject to availability).
- **FREE** collection and re-delivery.
- **FREE** vehicle cleaning service.
- Repairers' work guaranteed for three years.
- Windscreen repair/replacement.

Does the accident involve a third party?

Pass your details along with your policy number to the third party.

If you are calling from the roadside an advisor may ask to speak to the third party, or ask you to request them to make contact on **0344 705 8183 within 1 hour**.

They may be entitled to a number of services free of charge (dependent on blame).

MARKERSTUDY
INSURANCE COMPANY LIMITED

Commercial Vehicle Insurance Policy

www.markerstudy.com

All correspondence should be addressed to:
Markerstudy Limited, Markerstudy House, 45 Westerham Road, Bessels Green, Sevenoaks, Kent TN13 2QB.
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