



Policy booklet  
Agricultural

# Introduction to Your Policy

Thank you for choosing to purchase an Insurance policy arranged by Markerstudy Insurance Services Limited.

This Policy Document is evidence of a legally binding contract of insurance between you (the Insured) and us (Markerstudy Insurance Services Limited on behalf of the authorised insurer, details of which can be found on your certificate of motor insurance). This contract is entered into on the basis that:

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

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

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

We have arranged 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 provided 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), us (Markerstudy Insurance Services Limited) or the insurer 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.

A handwritten signature in black ink, appearing to read 'Gary Humphreys', with a large, sweeping oval flourish above the name.

Signed for and on behalf of the Insurers by:

**Gary Humphreys**

Group Underwriting Director

Markerstudy Insurance Services Limited

### **Several Liabilities Notice**

The obligations of the 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.

Calls made to our claim notification lines 0800 072 2050 and 0800 587 0808 from all devices (including mobiles) are free.

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# Definitions

## Guidance notes

Motor insurance documents are quite complicated, so we have provided guidance notes to help you understand your cover. These notes are not part of the contract.

**Important:** The certificate of motor insurance describes what you can use your vehicle for.

We rely on the information you supply. If that information is not accurate or complete, you may not be covered by this insurance.

**Remember** – You must tell us about any change in the information you supplied. If you do not, you may not be covered by this insurance.

Our liability under this insurance depends on the cover we have agreed to give you, provided you have paid all the premium due to date.

## Agricultural vehicle

A vehicle manufactured for agricultural and/or forestry purposes (including any GPS navigation system fitted as standard by the manufacturer).

## Articulated vehicle

A goods carrying vehicle made up of a power unit and one semi-trailer.

## A Trailer

A trailer or container used for carrying goods but which cannot itself be driven, and any agricultural machine or tool designed to be attached to an agricultural vehicle. (This does not include a mechanically-driven vehicle).

## Certificate of motor insurance

The legal document, which is evidence that, you have the insurance needed by law. This document shows the insured vehicle, who may drive it and the purposes for which it may be used.

## Consent/Authority/Authorised/Permission

Agreement granted by an appropriate person for an event to take place, when such agreement is given before the event takes place.

## Endorsement

A change in the terms of the insurance which replaces the standard insurance wording, and is printed on, or issued with, the schedule or a revised schedule.

## Excess

A contribution by you towards a claim under this insurance.

## Market value

The cost of replacing your vehicle, if this is possible, with one of a similar make, model, year, mileage and condition.

## Period of insurance

The period of time covered by this insurance (as shown in the schedule) and any further period we accept your premium for.

## Retail customer

An individual who is acting for purposes which are outside his trade, business or profession.

## Special type

Any motor vehicle constructed to operate primarily as a tool and not designed for the carriage of goods or passengers.

## Terrorism

Any action which contravenes the Terrorism Act 2006.

Definitions continued on the next page.

## Definitions (continued)

### **The schedule/amended schedule**

The document showing the vehicle we are insuring and the cover, which applies.

### **Unattended**

When you or any passenger are not sitting in your car.

### **United Kingdom**

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

### **Voluntary work**

Unpaid work for a registered charity or similar organisation.

### **We, us, our**

Markerstudy Insurance Services Limited for and on behalf of the insurance company as specified in the certificate of insurance.

### **You, your**

The person named as 'the insured' in the schedule, or as 'the policyholder' in any certificate of motor insurance or renewal notice applying to this insurance and any other person who is allowed to drive or use the insured vehicle (as permitted by your certificate of motor insurance).

### **Your vehicle, the insured vehicle**

Any vehicle specified in the schedule or described in the current certificate of motor insurance.

# Cover

## The cover you have.

Your schedule shows you what cover you have. The different types of cover are listed below. Find the cover you have and see the sections that apply.

|                              |       |       |       |       |       |       |       |       |
|------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|
| <b>PART A –</b>              |       |       |       |       |       |       |       |       |
| <b>General</b>               | Sec 1 | Sec 2 | Sec 3 | Sec 4 | Sec 5 | Sec 6 | Sec 7 |       |
| Comprehensive                | Y     | Y     | Y     | Y     | Y     | Y     | Y     | Y     |
| Third Party Fire and Theft   | Y     | Y     | Y     | Y     | Y     | Y     | Y     | N     |
| Third Party Only             | Y     | Y     | N     | Y     | Y     | N     | N     | N     |
| <hr/>                        |       |       |       |       |       |       |       |       |
| <b>PART B –</b>              |       |       |       |       |       |       |       |       |
| <b>Private Car</b>           | Sec 1 | Sec 2 | Sec 3 | Sec 4 | Sec 5 | Sec 6 | Sec 7 | Sec 8 |
| Comprehensive                | Y     | Y     | Y     | Y     | Y     | Y     | Y     | Y     |
| Third Party Fire and Theft   | Y     | Y     | Y     | N     | N     | Y     | Y     | N     |
| Third Party Only             | Y     | Y     | Y     | N     | N     | N     | Y     | N     |
| <hr/>                        |       |       |       |       |       |       |       |       |
| <b>PART C –</b>              |       |       |       |       |       |       |       |       |
| <b>Commercial Vehicles</b>   | Sec 1 | Sec 2 | Sec 3 | Sec 4 |       |       |       |       |
| Comprehensive                | Y     | Y     | Y     | Y     |       |       |       |       |
| Third Party Fire and Theft   | Y     | Y     | Y     | N     |       |       |       |       |
| Third Party Only             | Y     | N     | Y     | N     |       |       |       |       |
| <hr/>                        |       |       |       |       |       |       |       |       |
| <b>PART D –</b>              |       |       |       |       |       |       |       |       |
| <b>Agricultural Vehicles</b> | Sec 1 | Sec 2 | Sec 3 | Sec 4 |       |       |       |       |
| Comprehensive                | Y     | Y     | Y     | Y     |       |       |       |       |
| Third Party Fire and Theft   | Y     | Y     | Y     | Y     |       |       |       |       |
| Third Party Only             | Y     | N     | N     | N     |       |       |       |       |

Regardless of cover type, Parts B, C & D only apply if that category of vehicle is insured under this policy.

## Use

The insurance only covers your vehicle if it is being used in the way specified in your certificate of motor insurance or endorsement.

Use in connection with voluntary work by an authorised driver is permitted by this insurance.

### The following uses are not covered:

- Racing, pacemaking or being in any contest or speed trial or any rigorous reliability testing on your vehicle (apart from road safety rallies, ploughing matches and treasure hunts).
- Any purpose connected with the motor trade, unless this use is described in your certificate.
- Hiring – letting out your vehicle in return for a sum of money.
- Carrying and transporting passengers or goods for a sum of money (if a mileage allowance is paid to you for official or agreed business duties in connection with your employment or for a social service, such use will be covered).
- Tree felling other than for agricultural vehicles.
- Carrying goods apart from agricultural produce or items needed for agriculture.



# Part A – General

## Guidance notes

This section explains the cover available if other people claim against you, for injury to them or damage to their property.

This part covers claims made against you.

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This part covers claims made against people other than you from incidents involving your vehicle.

It covers:

- other people driving your vehicle with your permission (if shown on the certificate); and
- passengers.

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We will pay the compulsory fee for emergency medical treatment after an accident.

## Section 1 – Liability to others

### Driving your vehicle

We will insure you for all the amounts you may be legally liable to pay for:

- death of or injury to other people;
- or
- damage to property

as a result of an accident arising from your vehicle being used. Limits by vehicle type apply in relation to damage to property only and are explained in parts B, C and D.

### Other people driving or using your vehicle

In the same way you are insured we will also cover the following people.

- any person you allow to drive or use your vehicle, as long as this is allowed by your current certificate of motor insurance and has not been excluded by an endorsement, exception or condition.
- any passenger who causes an accident while travelling in or getting into or out of the insured vehicle as long as you ask us in writing, after the accident, to indemnify the passenger.

### Emergency medical treatment

We will pay for emergency medical treatment that is needed after an accident involving any vehicle, which this insurance covers.

If this is the only payment we make it will not effect your no claim bonus.

### Voluntary work

If your vehicle is being used for voluntary work by you or any authorised driver, the terms in which we insure you under this section (liability to others) are extended to include any liability attached to a principal by virtue of any contract that you may be under with that principal, as a result of the use of your vehicle.

### Legal personal representatives

After the death of anyone who is covered by this insurance, we will deal with any claim made against the person's estate, provided that the claim is covered by this insurance.

## Part A – General (continued)

### Guidance notes

You can tow a caravan, trailer or broken-down vehicle.

You are only covered for claims made against you.

- There is no cover for loss of or damage to the caravan, trailer or broken-down vehicle.
- There is no cover for loss of or damage to any property in or on the caravan, trailer or broken-down vehicle.
- You must not be receiving a payment for towing the caravan, trailer or broken-down vehicle.
- You must not tow more than the number of trailers allowed by law.
- You must only be towing one caravan or broken-down vehicle.
- The caravan, trailer or broken-down vehicle must be properly secured to your vehicle.
- The way you are towing the caravan, trailer or broken-down vehicle must meet any law and the manufacturer's guidelines.

### Towing

We will insure you while any vehicle covered by this insurance is towing a caravan, trailer or a broken-down vehicle (as allowed by law).

We will not pay any claim arising from the following.

- Damage to or loss of the towed caravan, trailer or broken-down vehicle.
- Damage to or loss of any property being carried in or on the caravan, trailer or broken-down vehicle.
- A caravan, trailer or broken-down vehicle being towed for reward.
- Towing more trailers than the number allowed by law.
- More than one caravan or broken-down vehicle is being towed at any one time.

We will only provide this cover if:

- the caravan, trailer or broken-down vehicle is properly secured to your vehicle by towing equipment manufactured for the purpose; and
- the method of towing the caravan, trailer or broken-down vehicle stays within manufacturer's recommended towing limits and any other relevant law.

### Unauthorised Movement

We will insure you when moving aside, without the authority of the owner, an obstructing vehicle if the position of this vehicle prevents the legitimate passage or the loading or unloading of your vehicle. This will only apply while the obstructing vehicle is being driven by you, your business partner, director or employee.

## Part A – General (continued)

### Guidance notes

We do not have to provide cover or settle claims under section 1 if any person claiming under this insurance:

- can claim for the same loss from any other insurance;
  - is claiming for loss of or damage to any insured vehicle or property belonging to them;
  - is claiming for death or injury to any employee during the course of their work other than accidents to which the Road Traffic Act applies;
  - is claiming for death or injury to the driver of the insured vehicle travelling during the course of their work;
  - is claiming for death, injury or damage arising from any form of crop spraying or similar activity;
- or
- is claiming for death, injury or damage (except the driver or attendant) while loading or unloading off the road.

### Exceptions to section 1

This section of your insurance does not cover the following:

- 1 Anyone who can claim for the same loss from any other insurance.
- 2 Loss of, or damage to, property belonging to (or in the care of) anyone we insure and who is making a claim under this part of the insurance.
- 3 Death of or bodily injury to any employee during the course of their work other than accidents to which the Road Traffic Act applies.
- 4 Death of or bodily injury to the driver travelling during the course of their work.
- 5 Any liability arising out of death bodily injury or damage caused directly or indirectly by the use of any substance or compound that is used, in whole or in part, as an insecticide, herbicide or other control of pests, diseases or weeds, desiccant, defoliant or growth regulator except where such liability is required under the various Road Traffic Acts.
- 6 Death, bodily injury or damage arising off the road as a result of the loading or unloading of your vehicle by anyone apart from the driver or attendant. (Only applies to commercial or agricultural vehicles).
- 7 We shall not pay any claims in relation to voluntary work (mentioned above):
  - If we do not have full control over the conduct of any claim that occurs;
  - For death or injury to any person who is undertaking voluntary work except for the cover we must provide under the Road Traffic Acts or any other legislation applicable to motor insurance;
  - For any liability which attaches to the principal by virtue of an agreement which would not have attached in the absence of such agreement;
  - For any liability resulting from the negligence of any person other than you, or the equivalent of your business partner, director or employee within the voluntary working sector; or
  - Where the principal is entitled to indemnity under any other insurance.
- 8 Any liability in connection with any special type of vehicle or plant (which is attached to or forms part of the vehicle) caused by or arising out of its operation as a tool of trade, other than to meet the requirements of the various Road Traffic Acts or any other legislation applicable to motor insurance.
- 9 Any payments required to be made as a result of an incident involving your vehicle where that vehicle is a fuel tanker.
- 10 Loss or damage caused intentionally or maliciously by you or any person employed by you or any person covered under this policy or any member of your family, or loss or damage someone else causes with your permission or encouragement.

## Part A – General (continued)

### Guidance notes

Under this section we will provide a solicitor to represent you if a 'manslaughter' (including corporate manslaughter) or 'causing death by dangerous or careless/inconsiderate driving' charge is brought against you after an accident.

There are limits to the cover we provide.

## Section 2 – Cost and expenses

### Legal costs

#### What we cover

We may provide a legal representative to advise and represent anyone covered under section 1, in relation to coroner's inquests and/or fatal accident enquiries and if proceedings are taken out against that person for manslaughter (including any costs arising from you being prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007) or causing death by dangerous or careless/inconsiderate driving.

#### What we do not cover

- a Costs covered by another insurance policy.
- b Proceedings where the driver is under 16 at the time of the accident.
- c Any costs arising from you being prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007 in relation to Voluntary work of Section 1.
- d Any fines or penalties imposed as a consequence of a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007 or any prosecution costs.

Our cover under this section is limited to £5,000 in any one year of insurance (except for costs arising from you being prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007 which are limited to £5 million in any one year of insurance unless stated otherwise).

We can settle claims (except those arising from you being prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007 where the limit is £5 million unless stated otherwise) by paying you £5,000 less the costs that have already been paid.

## Part A – General (continued)

### Guidance notes

Under this section we will provide cover when your vehicle suffers loss or damage caused by the events shown opposite.

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Your vehicle's accessories or spare parts are also covered.

Loss or damage to audio and telephone equipment (including CB equipment) is also insured (less any excess you must pay).

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These are the ways we will settle your claim.

### Section 3 – Loss of or damage to your vehicle

#### This cover only applies to your vehicle

We will insure your vehicle against loss or damage (less any excess that applies) caused by:

- accidental or malicious damage and vandalism (for comprehensive policies only);
- fire, lightning, self-ignition and explosion;  
or
- theft or attempted theft.

#### Unauthorised Movement

We will insure you when moving aside, without the authority of the owner, an obstructing vehicle if the position of this vehicle prevents the legitimate passage or the loading or unloading of your vehicle. This will only apply while the obstructing vehicle is being driven by you, your business partner, director or employee.

#### Accessories and audio or telephone equipment

Your vehicle's spare parts and fitted accessories are insured in the same way, (this includes the maker's tool kit and the vehicle's safety equipment), as long as they are used with your vehicle, are kept in or on your vehicle and fall within the maximum amount we pay.

Permanently fitted audio, telephone (including C.B. equipment) and navigation equipment is also insured against loss or damage, but we will only pay the market value of the equipment at the time of the loss or damage and up to a maximum of £500 for items, which are not the manufacturer's standard fitted equipment. This cover does not include loss of or damage to television sets, cassettes or accessories used with the audio or telephone equipment.

#### For a claim under this section we may either:

- pay for the damage to be repaired;
- pay an amount of cash to replace the lost or damaged item;  
or
- replace the lost or damaged item.

whichever is less.

We will not pay the cost of any repair or replacement, which improves your vehicle or accessories to a better condition than they were in before the loss or damage. If this happens you must make a contribution towards the cost of repair or replacement.

## Part A – General (continued)

### Guidance notes

If your vehicle cannot be driven after an accident, we will pay the cost of removing it to the nearest repairer.

If your vehicle becomes a write-off and we offer you a payment, the insurance will end for that vehicle when you accept the payment.

The insurance cover can only be transferred to a replacement vehicle if we give our permission.

If the vehicle is on hire purchase or belongs to someone else we may settle the claim directly with them.

### Loss of keys

If the keys or key fob for your vehicle are stolen, we will pay the cost of replacing:

- the keys or key fob
- the door locks or boot lock (or both); or
- the ignition and steering lock.

We will also pay the cost of re-coding or, if necessary, replacing any alarm system your vehicle has. The most we will pay as a result of theft of keys or key fob is £250 for any one incident. All claims made in relation to a theft of keys or key fob are subject to a £50 excess but not subject to any other excess which may apply to Part A Section 3 of your policy booklet.

### Transport after an accident

If your vehicle cannot be driven after an accident, we will pay the reasonable cost (where necessary) of taking your vehicle to a repairer near to your vehicle's location, and returning it after the repair to your last known address. Do not attempt to move the vehicle yourself if this could increase the damage. If unnecessary damage is caused as a result of attempts to move your vehicle, we will not pay any extra cost arising from that damage. (For comprehensive policies only.)

### Total loss (write-off)

If your vehicle is considered to be a write-off, the insurance for your vehicle will end when you accept our offer of settlement.

The most we will pay will be either:

- the market value of your vehicle immediately before the loss (including its accessories and spare parts) up to the value shown in the schedule;
  - or
  - the cost of repairing the vehicle;
- whichever is less.

If we ask, you must return the certificate of motor insurance before we pay the claim.

The vehicle then becomes our property.

We may decide to let the insurance continue on a replacement vehicle.

### Financial interest

If the vehicle belongs to someone else, or is part of a hire purchase or leasing agreement, we will normally pay an amount for the total loss of the vehicle to the vehicle's legal owner.

Part A – General continued on the next page.

## Part A – General (continued)

### Guidance notes

**Important:** There are certain circumstances, which are not covered and these are shown opposite.

It is important that you take all reasonable measures to avoid loss or damage, such as removing your keys from the ignition when the vehicle is unattended (for example, do not leave the keys in the ignition when paying for petrol, or leave the vehicle unattended and the engine running). Also make sure that any immobiliser or alarm system is turned on.

### Exceptions to Section 3

**This section of your insurance does not cover the following.**

- 1 The amount of any excess shown in the schedule.
- 2 An amount as compensation for you not being able to use your vehicle (including the cost of hiring another vehicle).
- 3 Wear and tear, mechanical, electrical, electronic, computer failures, breakdown or breakages.
- 4 The vehicle's value reducing, including loss of value as a result of damage, whether repaired or not.
- 5 Repairs or replacements which improve the condition of the vehicle.
- 6 Damage to tyres caused by braking, punctures, bursts or cuts. However, damage to your tyres caused by an accident to your vehicle is covered.
- 7 Damage due to liquid freezing in the cooling system, unless you have taken reasonable precautions as laid down by the vehicle's manufacturer's instructions.
- 8 Loss of or damage to accessories unless they are permanently attached to your vehicle.
- 9 The amount of any extra cost due to any parts or replacements not being available from stock held in the United Kingdom.
- 10 The loss of, or damage to, your vehicle resulting from fraud, deception or attempted fraud or deception or by the using of a counterfeit or other form of payment which a bank or building society will not authorise.
- 11 Loss resulting from repossessing the vehicle and returning it to its rightful owner.
- 12 Damage to or loss of your vehicle or its accessories if the vehicle is left unattended unless all ignition keys are removed from your vehicle and all doors, windows and other openings are closed and locked so that your vehicle is fully secured. This applies even for short periods, such as in a petrol station. This exception applies to all vehicle types covered under this policy however for Agricultural Vehicles (Part D) it will only apply between the hours of 22:00 and 06:00.
- 13 Loss or damage over £5,000 caused by an inappropriate type or grade of fuel being used.
- 14 Loss or damage caused intentionally or maliciously by you or any person employed by you or any person covered under this policy or any member of your family, or loss or damage someone else causes with your permission or encouragement.
- 15 Loss or damage when your vehicle is left unattended if the last person in charge of your vehicle before the loss or damage happened is not shown on your certificate of motor insurance as allowed to drive.
- 16 Theft of fuel or engine liquids.

## Part A – General (continued)

### Guidance notes

If we do not agree to extend your cover beforehand, you will only have the minimum cover needed by law in the countries listed. If you take your vehicle to any other country without our agreement, there will be no cover under this insurance.

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If you tell your insurance adviser the details of your journey beforehand and we agree to extend your insurance, the full cover shown on your schedule will apply.

## Section 4 – Foreign Travel

### European Union (E.U.) (Compulsory insurance)

This insurance provides the minimum cover you need to meet the laws relating to compulsory motor insurance while your vehicle is in:

- any country which is a member of the European Union;
- Andorra, Iceland, Lichtenstein, Norway or Switzerland; and
- any other country which agrees to meet European Union directives on motor insurance and which the Commission of the European Union is satisfied has made arrangements to meet the requirements of these directives.

We will extend your insurance cover in these countries to that shown on the appropriate schedule for private cars (covered under Part B of this insurance) and commercial vehicles (covered under Part C of this insurance) up to 3.5 tonne for up to 90 days in any one insurance year while you are using your vehicle for social, domestic or pleasure purposes.

### Full insurance outside the geographical limits

If we agree beforehand and you pay any extra premium we require, we will extend this insurance to provide the cover shown in your schedule while your vehicle is being temporarily used in other countries not included within the United Kingdom.

We will only agree to extend cover to countries, which are covered by the international Green card system.

We will also insure you while your vehicle is being loaded or unloaded or is being transported to or from the countries in which we agree to insure you. This transport must be by a recognised air, sea or motor-rail route or using the Channel Tunnel fixed link.

If we agree to extend the geographical limits of this insurance, the amounts of excess mentioned elsewhere in this insurance and in your schedule will apply to any claim you make under this extended cover.

Part A – General continued on the next page.



## Part A – General (continued)

### Guidance notes

We will give you a discount on your premium each year if you do not make a claim.

If you make a claim and we cannot recover the amount we pay, we will reduce the bonus even if the accident was not your fault.

If you make two or more claims in one insurance year, you will lose all your bonus.

Claims for just glass do not affect your no claim bonus.

### Section 5 – No Claim Bonus

Some vehicles are subject to no claim bonus. If this applies and nobody makes a claim under this policy during the insurance period, we will give you a discount when you renew your insurance. The discount you will receive will depend on the no claim bonus scale we are using when you renew your insurance. If you make a claim in any insurance period, we will reduce the discount you receive. If two or more claims are made in any one period of insurance, you will lose all your no claim bonus.

If more than one vehicle is covered by this insurance, we will assess each vehicle individually. Your no claim bonus will not be affected if you only claim for a broken windscreen or windows. You cannot transfer your no claim bonus to someone else.

An excess, is the amount you must pay towards every claim for loss or damage to your vehicle.

**Note:** These excesses are added to any other excesses which apply.

### Section 6 – Excesses

If an excess is shown in the schedule, you have agreed to pay that amount for each incident of loss or damage.

**Extra excesses for young or inexperienced drivers (only applies to private cars and commercial vehicles).**

If your vehicle is damaged while a young or inexperienced person (including you) is driving, or is in charge of your vehicle, you will have to pay the first part of the cost as shown below. This is on top of any other excesses which you may have to pay.

| Drivers  | Amount |
|--|--------|
| • Under 21 years of age  | £300   |
| • Aged 21 to 24 years of age   | £200   |
| • 25 years of age or over but who hold a provisional driving licence or who have held a full driving licence for less than 12 months | £200   |

You will not have to pay the amounts shown above if the loss or damage is caused by fire, theft or attempted theft, or for any glass claim made under Section 7 of your policy booklet.

## Part A – General (continued)

### Guidance notes

This section shows the cover you have for damage to glass in your windscreen and windows.

Glass cover only applies to comprehensive insurance – check before you claim.

Please contact Glassline's 24-hour helpline on 0800 587 0808. They will arrange for the repair or replacement.

Glassline will ask for your certificate of motor insurance.

## Section 7 – Repairing and Replacing Glass

### What we cover

If you have comprehensive cover you can claim for damage to the glass in your vehicle's windscreen, windows or sunroof.

- Cover for replacement glass in relation to private cars and/or commercial vehicles is unlimited and with a £100 excess if Glassline arrange to replace the glass. If Glassline do not arrange the replacement glass, you will only be covered for the reasonable cost of replacing the glass and the excess will be £150.
- Cover for replacement glass in relation to all other types of vehicle is always unlimited and with a £100 excess.
- The £100 excess applies when the glass is repaired (instead of being replaced) unless the repair is through Glassline, in which case the £100 excess will not apply.
- As long as there is no other damage, we will pay you under this section and it will not affect your no claim bonus.
- Any other excess we mention in this document will not apply to glass claims.

24-hour glass helpline - freephone 0800 587 0808  
and have your certificate of insurance available

## Part B – Private Car

### Guidance notes

If your certificate allows you to drive a car, which you do not own, you will be covered under this insurance, but only for liability to others.

### Section 1 – Driving other cars

#### What we cover

We will extend Part A Section 1 to cover you while you are driving a motor car you do not own (with the owner's permission), or have not hired or leased, as long as you are not covered by any other insurance. This cover only applies in the United Kingdom. You should consult your certificate and schedule to see whether you have this extension.

#### What we do not cover

- a. Any loss or damage to the vehicle you do not own.
- b. Any accident which happens outside the United Kingdom
- c. Any accident, which happens if this policy is not in the name of one person.
- d. Any liability if you no longer have possession of your car, if it has been damaged so much that it is not worth repairing, or if it has been stolen.
- e. Any liability under this insurance if the owner or keeper of the motor car you are driving has not arranged his or her own insurance on the motor car to cover his or her liability to others.

### Section 2 – Limits of indemnity to property damage

The most we will pay for property damage is £20,000,000 (including legal costs) for any one claim or claims arising out of one accident.

If there is a property damage claim made against more than one person covered by this insurance we will deal with any claim made against you first.

## Part B – Private Car (continued)

### Guidance notes

This section covers your employer while you are using your car on business.

### Section 3 – Business Use

If your certificate of motor insurance includes business use we will extend Part A Section 1 (liability to others) to include any liability attached to a principal by virtue of any contract that you or any authorised driver may be under with that principal, as a result of the use of your vehicle.

#### What we do not cover

We shall not pay any claims in relation to business use:

- If we do not have full control over the conduct of any claim that occurs;
- For death or injury to any employee of the principal during the course of their employment except for the cover we must provide under the Road Traffic Acts or any other legislation applicable to motor insurance;
- For any liability which attaches to the principal by virtue of an agreement which would not have attached in the absence of such agreement;
- For any liability resulting from the negligence of any person other than you, your business partner, director or employee; or
- Where the principal is entitled to indemnity under any other insurance.

Part B – Private Car continued on the next page.

## Part B – Private Car (continued)

### Guidance notes

### Section 4 – New car replacement

#### Giving you a new car

If your car is less than one year old and you have been the first and only registered owner, having bought and registered the car in the UK, we will replace it with one of the same make, model and specification if it has:

- been totally destroyed or been stolen and not recovered or
- suffered damage covered by the policy and the cost of repairing it will be more than 50% of the last UK list price (including car tax and VAT).

We can only do this if a replacement car is immediately available in the UK and anyone else who has an interest in your car (for example a hire-purchase company) agrees.

If a suitable replacement car is not immediately available in the UK, the most we will pay is the market value of your car before the accident or loss (including its spare parts or accessories).

We can only do this if anyone else with an interest in your car agrees.

Once we have made this payment or provided a replacement, we will be entitled to take ownership of your car. This section is not applicable if the car is leased.

## Part B – Private Car (continued)

### Guidance notes

If you agree to use one of our approved repairers you may be entitled to a courtesy car for the duration of the repair.

This is subject to availability of courtesy cars at the repairer and whether your car can be repaired.

### Courtesy car provision

Following a claim under Part A Section 3 of your policy, you may be entitled to a courtesy car while your car is being repaired. This is subject to:

- us agreeing that the claim is covered under your policy;
- the repairs being carried out by one of our approved repairers; and
- the approved repairer having a car available for you to use.

You will not be entitled to a courtesy car if:

- we cannot repair your car or the cost of repairing your car is uneconomical; or
- your policy does not cover the damage.

The courtesy car will be insured on a comprehensive basis (including business use if your policy provides this cover) for the period for which we have agreed you may have the courtesy car. Only you and those drivers permitted to drive under your policy will be covered.

You will be required to pay an excess towards any loss or damage to the courtesy car whilst it is in your possession. The excess payable by you will not exceed that payable by you under the terms of your policy.

If we have provided you with a courtesy car and while your car is being repaired it becomes apparent that we cannot repair your car or that the cost of repair is uneconomical you must return the courtesy car within 2 days of us informing you. If you do not, you will have to pay the hire costs of the courtesy car after this period.

You will have to pay the hire costs if you keep the courtesy car for longer than agreed.

Any hire costs which you have to pay may either be deducted from the settlement we agree to pay you, or added to your excess.

You will have to pay the running costs of the courtesy car (e.g. the cost of fuel) and also any fines or penalties incurred by you, while you are using the car.

## Part B – Private Car (continued)

### Guidance notes

This is the cover available for death and injury to you, your husband, your wife or your civil partner after an accident.

### Section 5 – Personal accident benefits

#### What we cover

If you, your husband, your wife or your civil partner (as defined in the Civil Partnership Act 2004) are injured or die within three months of an accident in your car and as long as the accident is the only cause of the injury or death, we will pay the following amounts.

- |  |        |
|--|--------|
| a. For death                                   | £5,000 |
| b. For loss of any limb                        | £5,000 |
| c. For permanent blindness in one or both eyes | £5,000 |

This cover also applies when you, your husband, your wife or your civil partner are travelling in, or getting in or out of, any other private motor car.

The most we will pay for anyone following one accident is £5,000.

We will make this payment to you or your legal representative.

If you, your husband, your wife or your civil partner have any other insurance contract with us, we will only pay out under one contract.

#### What we do not cover

- Anyone who is 70 or older at the time of the accident.
- Death or bodily injury caused by suicide or attempted suicide.
- Anyone who was under the influence of alcohol or any drug at the time of the accident.
- Death or injury if you make a claim under Part A Section 1.

Please read the circumstances where this benefit will not apply.

## Part B – Private Car (continued)

### Guidance notes

Personal belongings in your car are also covered up to an amount of £350.

Please read the circumstances where this benefit will not apply.

Certain items are not covered as shown opposite.

You must take reasonable care of your property – for example, do not leave your vehicle unlocked, and put your personal belongings in the boot.

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By paying an extra premium you can protect your no claim bonus. Your insurance adviser can give you more details.

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You are covered up to £500 for each person for each accident.

### Section 6 – Personal belongings

We will pay up to a total of £350 for personal belongings in or on your vehicle if they are lost or damaged because of an accident, fire, theft or attempted theft.

**This personal belongings cover does not apply to:**

- money;
- goods or samples connected with your work;
- property insured under any other contract; or
- property that was not reasonably protected.

### Section 7 – Protected no claim bonus

Depending on certain qualifying conditions you may be able to protect your no claim bonus if you pay an extra premium. Your no claim bonus is only protected if this is shown on your schedule.

If your no claim bonus is protected we will not reduce it if you do not make more than two claims during any three years of insurance. If three or more claims are made during any three-year period, we will reduce the discount you receive. It does not mean that your premium will not be increased if, for example, your accident or conviction record justifies this.

### Section 8 – Medical expenses

**What we cover**

If there is an accident involving your car, we will pay up to £500 to cover the medical expenses of each person who is injured while they are in your car.

Part B – Private Car continued on the next page.



## Part C – Commercial Vehicle

### Guidance notes

### Section 1 – Limits of indemnity to property damage

The most we will pay for property damage is £5,000,000 (including legal costs) for any one claim or claims arising out of one accident.

If there is a property damage claim made against more than one person covered by this insurance we will deal with any claim made against you first.

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We will also pay for loss or damage to any semi-trailer of an articulated vehicle, as long as the value of both vehicles is not greater than the amount stated on the schedule.

### Section 2 – Articulated vehicle

Both the power unit and the semi-trailer are covered under this policy (as long as they are attached or temporarily attached during the course of the journey) but if their combined value is greater than the amount shown in the schedule, we will only pay the amount shown in the schedule. If your policy is Third Party Fire and Theft this policy only covers you for loss or damage as a result of theft, attempted theft or fire.

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By paying an extra premium you can protect your no claim bonus. Your insurance adviser can give you more details.

### Section 3 – Protected no claim bonus

Depending on certain qualifying conditions you may be able to protect your no claim bonus if you pay an extra premium. Your no claim bonus is only protected if this is shown on your schedule.

If your no claim bonus is protected we will not reduce it if you do not make more than two claims during any three years of insurance. If three or more claims are made during any three-year period, we will reduce the discount you receive. It does not mean that your premium will not be increased if, for example, your accident or conviction record justifies this.

## Part C – Commercial Vehicle (continued)

### Section 4 – New vehicle replacement

The following only applies if your vehicle weighs no more than 3.5 tonne.

#### Giving you a new vehicle:

If your vehicle is less than one year old and you have been the first and only registered owner, having bought and registered the vehicle in the UK, we will replace it with one of the same make, model and specification if it has:

- been totally destroyed or been stolen and not recovered; or
- suffered damage covered by the policy and the cost of repairing it will be more than 50% of the last UK list price (including vehicle tax and VAT).

We can only do this if a replacement vehicle is immediately available in the UK and anyone else who has an interest in your vehicle (for example a hire-purchase company) agrees.

If a suitable replacement vehicle is not immediately available in the UK, the most we will pay is the market value of your vehicle before the accident or loss (including its spare parts or accessories). We can only do this if anyone else with an interest in your vehicle agrees.

Once we have made this payment or provided a replacement, we will be entitled to take ownership of your vehicle. This section is not applicable if the vehicle is leased.

## Part D – Agricultural Vehicle

### Guidance notes

### Section 1 – Limits of indemnity to property damage

The most we will pay for property damage is £5,000,000 (including legal costs) for any one claim or claims arising out of one accident.

If there is a property damage claim made against more than one person covered by this insurance we will deal with any claim made against you first.

### Section 2 – Trailers/Implements

This section provides the level of cover shown on the schedule of the last vehicle to which the trailer was attached, provided that vehicle is insured under this policy, to any trailer up to a value of £30,000 and which is used for agricultural or forestry purposes. This does not apply to the following, which must be agreed by us specifically before cover applies:

- Caravans
- Trailers not used for agricultural or forestry purposes
- Payments of more than £50,000
- Trailers which will be towed by vehicles not insured under this policy
- Horseboxes
- Fuel tankers

The cover provided to these trailers is that which is shown on the schedule relating to them specifically.

If the cover shown on any relevant schedule is Third Party Fire and Theft this policy only covers you for loss or damage as a result of theft, attempted theft or fire.

**We will not pay any claim arising from the following:**

- Damage to or loss of any property being carried in or on the trailer.
- Damage to or loss of any property being loaded onto or unloaded from the trailer.

We will only provide cover described in this section if the way you are towing the trailer keeps to the manufacturer's instructions and any relevant law.

Under this section, we will provide cover for loss or damage to a trailer, while it is attached or not attached to your vehicle.

You must tell us if your trailer's market value is more than £30,000, if you do not this section may not cover you fully, or at all.

There is no cover for the following.

- Loss of or damage to property in or on the trailer.
- Loss of or damage to property being loaded or unloaded from you vehicle.
- Loss of or damage to any horsebox, caravan or fuel tanker.
- Loss of or damage to any trailer which is not being towed the way recommended by the manufacturer and any other relevant law or being towed by a vehicle not insured under this policy.

## Part D – Agricultural Vehicle (continued)

### Section 3 – Salvage

If your vehicle is totally destroyed or damaged so badly that cost of repairs will be equal to or more than the value of your vehicle, we will, at your option, either:

- a. pay you an amount of cash equal to the market value (less any applicable excess), with the salvage becoming our property; or
- b. pay you an amount of cash equal to 60% of the market value (less any applicable excess), with the salvage remaining your property.

We will only settle a claim under option b if the inspecting motor engineer appointed to assess the damage to your vehicle agrees that it can be repaired in line with the Code of Practice for the Disposal of Motor Vehicles.

### Section 4 – Agricultural accessories and spare parts

This section provides cover for accessories and spare parts which relate directly to your vehicle's function as an agricultural vehicle. The accessory and spare part must be fitted to or in/on your vehicle, which is insured under this policy, and must not be valued at more than £15,000. Cover under this section only applies when another insured loss (under this policy) occurs at the same time.

The cover provided for the accessory or spare part is the same as that shown on the schedule of the vehicle which the accessory or spare part is fitted to or in/on at the time of loss.

**We will not pay any claim under this section when:**

- The accessory or spare part is fitted to or kept in/on a vehicle which is not used for agricultural or forestry purposes (unless we have previously agreed otherwise).
- The accessory or spare part is being used in a way which is not in accordance with the manufacturer's instructions and/or any appropriate law.
- The loss is covered by another section in this booklet.
- The loss is specifically excluded by another section in this booklet.

# General exceptions

## Guidance notes

Throughout the insurance you have seen exceptions, which apply to each section. These general exceptions apply to all the sections.

You must hold a valid driving licence and you should make sure the people you allow to drive also have a valid driving licence and are not disqualified. This exception will not apply where a licence is not required by law.

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The insurance does not extend outside the United Kingdom, apart from the cover provided by Part A Section 4 (compulsory cover in the E.U.).

In the event of a war or similar occurrence, we will provide the minimum amount of cover necessary under the relevant law.

## These general exceptions apply to the whole insurance.

Your insurance does not cover the following.

1. Any liability, loss or damage arising while any vehicle covered by this insurance is being:
  - used for a purpose which the vehicle is not insured for;
  - driven by or is in the charge of anyone who is not mentioned in the certificate of motor insurance as a person entitled to drive or who is excluded by an endorsement;
  - driven by anyone (including you) who you know is disqualified from driving, has never held a licence to drive the vehicle, or is prevented by law from having a licence (unless they do not need a licence by law);
  - used in or on restricted areas of airports or airfields. We will not pay for any claim concerning an aircraft within the boundary of the airport or airfield;
  - used to carry any load which is more than it was constructed to carry or more than the specified maximum capacity.

or

  - being driven in an unsafe, unroadworthy or damaged condition or does not have a valid MOT certificate when needed;
2. Any liability, loss or damage that is also covered by any other insurance.
3. Any liability, loss or damage that occurs outside the United Kingdom (apart from the cover provided by Part A Section 4) unless you have paid an extra premium to extend your cover.
4. Any result of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, or military or usurped power (except where we need to provide cover to meet the minimum insurance required by the relevant law).

## General exceptions (continued)

### Guidance notes

We will not cover proceedings brought or judgments passed in any court abroad unless we have agreed to extend this insurance to cover that country.

Accident, injury, loss, damage, or legal liability occurring (directly or indirectly) as a result of the items specified opposite are not covered.

5. Direct or indirect loss, damage or liability caused by, contributed to or arising from:
- earthquake;
  - riot or civil commotion occurring in Northern Ireland or outside the United Kingdom (except where we need to provide cover to meet the minimum insurance required by the relevant law);
  - ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel;
  - the radioactive, toxic, explosive or other dangerous property of any explosive nuclear assembly or nuclear part of that assembly;
  - carrying any dangerous substances or goods which you need a police licence for (except where we need to provide cover to meet the minimum insurance required by the relevant law);

or

- pressure waves caused by aircraft and other flying objects.
6. Any proceedings brought against you, or judgment passed in any court outside the United Kingdom, unless the proceedings or judgment arises out of your vehicle being used in a foreign country which we have agreed to extend this insurance to cover.
7. Any liability (except where we need to provide the minimum level of cover needed by law), for claims for death, injury, illness, loss or damage to property arising directly or indirectly from pollution or contamination, unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the period of insurance. A £500,000 limit applies.

This exception:

- relates to contamination or pollution caused directly or indirectly by the discharge or leaking of any substance, liquid, vapour or gas;

and

- includes contamination or pollution of any building or other structure, liquid, land or the air.

We will not pay for claims arising directly or indirectly from contamination or pollution where it is caused by any substance, liquid, vapour or gas being deliberately discharged or leaks caused by the failure to maintain or repair your vehicle, or any part of it.

General exceptions continued on the next page.

## General exceptions (continued)

8. Any loss, damage, injury or legal liability caused directly or indirectly by terrorism or any similar event. This exception does not apply to the cover we must provide under the Road Traffic Acts or any other laws, which apply to motor insurance. This exception does not apply to Part A Sections 3 & 7 of this insurance.
9. Any loss, death or injury to any livestock either owned by you or under your custody or control.
10. Any loss, damage or liability caused by the solidification, spillage leakage or mis-delivery of any load.
  - being carried on; or
  - being loaded onto or unloaded from your vehicle.Other than to meet the requirements of the Road Traffic Acts or any other legislation applicable to motor insurance.
11. Any loss, damage or liability incurred while your vehicle is being used on derestricted toll roads (roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended), including the Nurburgring.

# General conditions

## Guidance notes

This part describes certain responsibilities and procedures.

The insurance only covers any person who meets these conditions and all the information given to us in the proposal (which is the basis of this contract) is true and complete.

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We will not pay a claim, which is false, fraudulent or exaggerated.

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The procedure for reporting accidents and losses to us.

- Report any incident to us as soon as possible.
- Immediately advise us as soon as you become aware of any court proceedings, inquest or injury.

No one may admit any liability or negotiate any claim without our written permission.

1. We will only provide the cover described in this insurance if:
  - anyone claiming protection has met all the conditions in this document;
  - the information you gave on your proposal form and declaration is, as far as you know, correct and complete; and
  - you understand that your premium is based on the information you supply at the start of the insurance and when it is renewed.

If you do not give us accurate information, this could lead to your claim not being paid and/or your insurance not being valid.

2. If a claim is made which you or anyone acting for you knows is false, or if you give us incorrect information or fraudulent documents, we will not pay the claim, cover under this insurance will not be valid and you will lose any premium you have paid. We may also contact the Police and/or relevant authority(s) in relation to possible criminal proceedings.
3. After any loss, damage or accident you must give us full details of the incident, in writing as soon as possible. You must also give us any information and assistance that we may ask for.
4. You must send every communication about a claim, (including any writ or summons) to us without delay and unanswered. You must also tell us if you know about any future prosecution coroner's inquest or fatal accident inquiry involving anyone covered by this insurance.  
  
You must not admit to, negotiate on or refuse any claim unless you have permission from us.

General conditions continued on the next page.



## General conditions (continued)

### Guidance notes

You must keep your vehicle in an efficient and roadworthy condition and protect it from loss or damage.

We may recover our expenses if we have to pay a claim, which this insurance would not normally cover.

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Once you have asked us to deal with a claim under this insurance, we have the right to conduct the negotiations as we see fit.

5. If you have an accident, you must take all possible steps to protect your vehicle and its accessories and contents. If the damage to your vehicle is covered by this insurance, you must contact us immediately. We will not pay for any further damage you cause if you try to drive your vehicle. One of our approved automotive assessors must inspect your vehicle before repairs are started. We will not be responsible for the cost of any new parts or accessories ordered, or repairs carried out, without our agreement. If we think the repair estimate is unreasonable, we may negotiate a lower estimate or pay for any work that may have been done and move your vehicle to another repairer. We have the right to move your vehicle to a safe storage place without asking you.

If the law in any country to which this insurance applies obliges us to make a payment which we would not otherwise have paid, we reserve the right to recover the amount paid from you or the person, company, partnership or firm that incurred the liability which made the payment necessary.

6. We can:

- take over, conduct defend or settle any claim; and
- take proceedings, at our own expense and for our own benefit, to recover any payment made under this insurance.

We will take this action in your name or in the name of anyone else covered by this insurance. You or the person whose name we use must co-operate with us on any matter, which affects this insurance.

7. Cancelling during the initial period of cover – ‘Retail’ customers only.

If you have entered into this contract of insurance as a retail customer, you have a right to cancel this insurance. To do this, you must tell us or your insurance adviser within 14 days of the start date (or annual renewal date) of your policy or (if later) the day you receive the policy documents and supporting information. Cancellation will take effect from the date we receive your notice to cancel but cannot be backdated.

If you choose to cancel the insurance policy during this initial period of cover, provided you have not made any claims in the current period of insurance, and you are not going to make a claim, you will have to pay ‘pro-rata’ rates for the period of time you have had insurance cover. Further charges may include a proportion of any commission paid to your insurance adviser and a proportion of any fees charged by your insurance adviser, sufficient to cover their costs.

## General conditions (continued)

### Guidance notes

We may cancel the insurance by sending you seven days' notice. You may be entitled to a refund of part of your premium. You may also cancel this insurance by notifying us or your insurance intermediary and you may be entitled to a refund if you have not made a claim.

8. When we believe that there are serious grounds to do so, we or your insurance adviser can send you 7 days' notice to your last known address. We will refund the part of your premium which applies to the period of insurance you have left but will make a deduction for any administration costs we have incurred. If we or your insurance advisor cancel this insurance because you have not paid the full premium, we will work out the refund using the rates shown below. We will not give a refund if anyone has claimed in the current insurance period. It is a serious offence under section 143 of the Road Traffic Act 1988 to use, or allow any person to use a motor vehicle on a road without a valid motor insurance policy in force.
9. You may cancel this insurance at any time by telling us in writing. If the date of cancellation is after the initial period of cover mentioned in 7 (above) and you have not made any claim in the current period of insurance, we will work out the charge for the time you have been covered by your insurance (using our short-period rates shown below) to the date we receive your instructions to cancel. We will then refund any amount we owe you to your insurance adviser but will make a deduction for any administration costs we have incurred.

| Period you have had cover for                     | Up to 1 month | Up to 2 months | Up to 3 months | Up to 4 months | Up to 6 months | Up to 8 months | Over 8 months |
|---|---------------|----------------|----------------|----------------|----------------|----------------|---------------|
| Percentage of annual premium covering that period | 25%           | 30%            | 50%            | 60%            | 75%            | 90%            | Full premium  |
| Percentage of refund                              | 75%           | 70%            | 50%            | 40%            | 25%            | 10%            | Nil           |

We may, at any time, pay you the maximum amount in respect of claims for property damage under Part A Section 1, if there are a number of claims arising out of any one cause.

10. If there are a number of claims for property damage arising out of any one cause, we may, at anytime, pay you up to the maximum amount payable under Parts B, C and D. (We will deduct from this amount any sums already paid as compensation). On paying this amount, we will withdraw from any further action connected with the settlement of these claims.

We will pay any legal costs and expenses incurred with our consent, up to the time we withdraw from dealing with the claims.

General conditions continued on the next page.

## General conditions (continued)

### Guidance notes

If your vehicle is a 'write-off' and we offer to settle your claim, this insurance will end for your vehicle when you accept the payment. The insurance can only be transferred to a replacement vehicle if we give our permission.

11. If your vehicle is damaged and a part or accessory cannot be repaired or replaced, we will only pay you the amount shown in the manufacturer's last United Kingdom list price. If we know that your vehicle is imported and have agreed to cover it and the damaged part or accessory has never been available in the United Kingdom, we will only pay the manufacturer's last list price in the country your vehicle came from. We will not pay for the cost of importing any part or accessory needed to repair your vehicle.
12. If we choose, we may arrange for the repairer to use suitable (possibly recycled) parts and accessories that are made by a company other than the manufacturer of your vehicle.
13. For training and monitoring purposes, we may record all calls made to or from the Insurer.
14. If your vehicle is lost or damaged and cannot be repaired or replaced, and the loss or damage is covered by this insurance, 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 we may decide to let the cover continue for a replacement vehicle.
15. Unless we have agreed otherwise with you, this insurance is governed by the law applying in the particular country in the United Kingdom you live in. If there is any dispute over which law is to apply to this insurance it will be English law. We will not cover any payments that are awarded by a court in a country outside the United Kingdom unless your cover has been extended to that country under Part A Section 4 of this insurance.
16. You must tell us immediately about any changes which affect your insurance and which occurred since the insurance started or since the last renewal date. If you are not sure what is relevant, please ask your insurance adviser. If you do not tell us about relevant changes, your insurance may not cover you fully, or at all.

**Here are some examples of the changes you should tell us about.**

- A change of vehicle (including extra vehicles).
- All changes you make to the vehicle if these make the vehicle different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic).
- A change of address.

## General conditions (continued)

- A change of job, including any part-time work by you or other drivers, a change in the type of business or having no work.
- A change in the purpose, which you use the vehicle for.
- A change in the person who uses the vehicle most.
- Details of any driver who you have not told us about before or is excluded by the certificate of motor insurance or an endorsement but whose driving is now to be covered.
- Details of any motoring convictions of any person allowed to drive or of any future prosecution for any motoring offence (other than parking).
- Details of any accident or loss (whether or not you make a claim), which involves your vehicle, which occurs while you are driving anyone else's vehicle.
- Details if any driver (including you) suffers from a medical condition which should be notified to the DVLA and/or has a restricted licence.

# Very important if you have an accident

## Guidance notes

Please follow these instructions if you need to make a claim.

Your insurance adviser will send you a claim form and give you advice.

## What to do if you have to make a claim

- 1 **Do not drive away.** You must stop if any person or animal has been hurt, or if any vehicle or property has been damaged.
- 2 Ask for the names and addresses of any other drivers or pedestrians. If there is another driver involved, ask for the name of his or her insurer and for their insurance policy or certificate number.
- 3 If the accident damaged another vehicle, property or animal, you must give your name, address, vehicle registration number and show your insurance certificate to anyone who needs it. If anyone other than you is injured, you must show your insurance certificate to the police.
- 4 Write down the names and addresses of any witnesses.
- 5 Draw a diagram of the scene. Show as much detail as possible – include:
  - the position of all the vehicles before and after the accident;
  - the speeds and distances;
  - road names and layout;
  - where witnesses were standing;
  - any obstructions to your or other road users' view; and
  - anything that could be relevant to the accident.
- 6 **Do not admit you were at fault in any way or offer to make a payment.** If any other person does this remember to report it to us.
- 7 You must report all accidents, particularly those involving personal injury, to us immediately. You can phone if necessary. You may also be asked to complete an Accident Report Form. You will need to answer all the questions on the form and sign and date it.
- 8 If you receive any writ, summons or correspondence from anyone else or their representative, send it to us immediately. You must tell us if there is going to be any police action.

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You must report all accidents to us immediately.

## Very important if you have an accident (continued)

### How to make a claim

If you need to tell us about an incident involving damage to or loss of your vehicle, please phone us immediately on **0800 072 2050**. Calls made to or from this number and other numbers at the Insurer may be recorded for training and monitoring purposes.

You should phone this number even if your policy does not cover the damage.

If we are asked to repair your vehicle, we will do this if the damage is covered by the policy and one of our approved assessors has inspected the damage.

We promise to:

- do our best to sort out your claim with as little paperwork as possible; and
- start the repair process immediately

To help us process your claim, please make sure you have your policy details to hand when you contact us. We will also need you to tell us the precise details of the incident.

### Travelling outside the UK

If you are travelling abroad and need to let us know about a claim, please contact your insurance adviser or alternatively phone our local agents on 0044 1252 820161.

### Accidents abroad

You may be asked to complete a European Accident Report Form (Constat Amiable D'Accident Automobile) if you are involved in a road traffic accident within the European Union.

Before signing make sure that the boxes are ticked and the comments and diagram are correct. You will be given a copy which should be sent to us as soon as possible. **This document can be legally binding in certain countries and you should not sign anything you do not understand.**

Your policy does not provide for roadside assistance.

You must report the accident immediately to us.

# Our Service Commitment

## Guidance notes

We aim to provide you with a high standard of service but, if you are dissatisfied in any way, this information explains exactly how to proceed.

## 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:**

If you have a complaint, please contact our service providers at the address below:  
Markerstudy Insurance Services Limited,  
Markerstudy Customer Relations, PO Box 727,  
Chesterfield, S40 9LH

When contacting Markerstudy Insurance Services Limited please provide:

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

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

The Financial Ombudsman Service  
Exchange Tower,  
London E14 9SR.

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## What you should know

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

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

Whilst we 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:

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

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.

# Our Service Commitment (continued)

## How we use your information

We believe in keeping your information safe and secure. Full details of what data we collect and how we use it can be found in our privacy policy which you can access via [www.markerstudy.com](http://www.markerstudy.com) or by requesting a copy from our Data Protection Officer (contact details below). This section provides you with some basic information and explains:

- What we do with your information
- How we may check the information you have provided to us against other sources such as databases
- Who we share your information with, and
- How we may use your information.

We are governed by the Data Protection legislation applicable in the United Kingdom.

## How we may collect your information

We may collect details about you from

- Information you give to brokers
- Information you give us in online forms and other forms
- Other sources such as Google Earth and social media
- Third parties and other sources
- Telematics systems.

## What information we may collect about you

We collect details including details about your health, personal circumstances, claims history, credit history, motoring history and other relevant details. We may collect information on you from databases such as the electoral roll and county court judgment records.

## How we may share your information

In order to provide our services to you, we may share your information with insurance companies, solicitors, regulators, business partners and suppliers. We may also have a legal obligation to provide your information, in certain circumstances, with regulators, police and other public bodies.

Information you supply may be used for the purposes of insurance administration by us and third parties. These third parties may share your information with their own agents.

## How we may use your information

We may use your information for a number of purposes. These include:

- Providing you with our services
- Dealing with your claim
- Carrying out checks such as fraud checks and credit checks
- Providing you with information about our products and services.

We give details about some of these processes below.



# Our Service Commitment continued

## Driving Licence checks

We may also provide your (or any named third party) 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](http://www.dvla.gov.uk).

The DVLA may also be used to search your (or any named third party's) no claims discount (NCD) details against a no claims discount database to obtain information in relation to your NCD entitlement.

We may pass details of your no claims discount to certain organisations to be recorded on a NCD database.

## Providing you with details on our Products and Services

Where you have given us your consent to do so, we will send you information about products and services of ours and other companies in our Group which may be of interest to you. We may contact you by telephone, letter or email (as you have indicated)

You have a right at any time to stop us from contacting you for marketing purposes or giving your information to other members of the Group.

If you no longer wish to be contacted for marketing purposes then please contact our Data Protection Officer (contact details below).

## 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 Insurance Fraud Bureau and other bodies permitted by law.

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 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](http://www.askmid.com)

## Fraud Prevention and Detection

We carry out fraud checks on our customers. We do this in order to prevent fraud and also to help us make decisions about the provision, pricing and administration of insurance.

When carrying out these checks, we will search against fraud detection databases.

We may pass details about you to some of these databases.

Law enforcement agencies, financial service providers, fraud prevention agencies, police and other organisations may also access these databases.

# Our Service Commitment (continued)

## Claims History

We may process data relating to your claims history for the purposes of assessing any claim you may make.

The aim is to help us to check information provided and also to prevent fraudulent claims. 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.

## 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.

## 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 ensure that anyone to whom we pass it provides an adequate level of protection.

## Your Rights as a Data Subject

Under Data Protection Laws you have certain rights; these include for example, a right to understand what data we hold on you and a right to ask us to amend that data if it is incorrect. If you would like to exercise any of your rights please contact our Data Protection Officer (contact details below).

## Data Protection Officer

If you have any questions about how we use your data, or to exercise any of your data rights please contact our Data Protection Officer at

**Data Protection Officer  
Markerstudy Insurance Services Limited  
45 Westerham Road  
Bessels Green  
Sevenoaks  
Kent  
TN13 2QB**

# Endorsements

|                    |  |
|--------------------|--|
| Endorsement Number | These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).  |
| F01                | <p><b>Driver age exclusions</b></p> <p>We will not provide any cover while your vehicle is being driven by, or is in the charge of, any person under the age stated against this endorsement.</p>  |
| F02                | <p><b>Driver age exclusions</b></p> <p>We will not provide any cover while your vehicle is being driven by, or is in the charge of, any person under the age stated against this endorsement, other than any person named against this endorsement.</p>  |
| F03                | <p><b>Excluding inexperienced drivers</b></p> <p>We will not provide any cover while your vehicle is being driven by, or is in the charge of, any person whose current full UK licence has been held for less than 12 months.</p>  |
| F04                | <p><b>Excluding travelling to and from work or study</b></p> <p>We will not provide cover while your vehicle is being driven by, or is in the charge of, any person named against this endorsement if the vehicle is being used to travel to and from a place of work or study.</p>  |
| F06                | <p><b>Damage excess for specified people</b></p> <p>We will not pay the amount shown in the schedule for any damage claim made under Part A Section 3 or Parts C &amp; D Section 2 of your policy booklet while your vehicle is being driven by, or is in the charge of, anybody named against this endorsement. This amount is in addition to any other excess, which may apply to your policy.</p> |
| F07                | <p><b>Official use</b></p> <p>This insurance also covers your vehicle while it is being used to carry passengers for which you receive an allowance from public funds.</p>   |
| F08                | <p><b>Joint liability</b></p> <p>This policy is in the name of more than one person and we will cover each person as if an individual document had been sent to each. We will cover each against the liability of the other, as long as the liability, loss or damage is not covered by any other insurance.</p>   |
| F09                | <p><b>Tools of Trade cover</b></p> <p>We will provide the level of cover shown in the schedule for this vehicle while it is being used as a tool of trade except when digging below the level of its wheel base when our liability remains the minimum required by the various Road Traffic Acts or any other legislation applicable to motor insurance.</p>   |

## Endorsements (continued)

|                    |   |
|--------------------|---|
| Endorsement Number | These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).   |
| F10                | <p><b>Limited road use</b></p> <p>We will only provide cover (as shown in the schedule relating to this vehicle) for up to 1.5km per trip for this vehicle to be used on a road or highway to which the public has access.</p>  |
| F11                | <p><b>Warranted immobiliser</b></p> <p>We will not pay for any theft or attempted theft claim unless your vehicle is fitted with an electronic engine immobiliser which is in operation when your vehicle is left unattended.</p>   |
| F12                | <p><b>Drink &amp; Drugs clause</b></p> <p>If the person named against this endorsement is involved in an accident whilst driving and is subsequently convicted of an offence involving drink or drugs, or an equivalent offence under the law of other countries where this insurance is providing cover, our liability will be reduced to the minimum cover required to meet the relevant law.</p>   |
| F13                | <p><b>Reduction of cover while driving unaccompanied</b></p> <p>While your vehicle is being driven by, or is in the charge of, the person named against this endorsement, the cover will be as shown against this endorsement unless that person is accompanied by one of the following: You; a parent of that person (who is a qualified driver); a qualified driving instructor or examiner or someone who is aged 25 or over and who has held a full UK driving licence for at least three years and has not been banned in that period.</p>                                     |
| F14                | <p><b>Warranted tracker</b></p> <p>We will not pay for any theft or attempted theft claim unless a tracker is activated and operational on your vehicle.</p>  |
| F15                | <p><b>Ownership endorsement</b></p> <p>The person or organisation named against this endorsement owns the vehicle and will receive any payment we make as settlement as a result of an insured loss.</p>  |
| F17                | <p><b>Warranted accompanied driver</b></p> <p>We will not provide cover while your vehicle is being driven on a road, or public highway to which the Road Traffic Act applies, by, or is in the charge of, any person named against this endorsement unless that person is accompanied at all times by one of the following: You; a parent of that person (who is a qualified driver); a qualified driving instructor or examiner or someone who is aged 25 or over and who has held a full UK driving licence for at least three years and has not been banned in that period.</p> |

Endorsements continued on the next page.

## Endorsements (continued)

|                    |   |
|--------------------|---|
| Endorsement Number | These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).   |
| F18                | <b>Limited Mileage</b><br>The mileage of your vehicle during any one period of insurance is not permitted to exceed the mileage shown against this endorsement.   |
| F19                | <b>Excluding inexperienced drivers</b><br>We will not provide any cover while your vehicle is being driven by, or is in the charge of, any person whose current full UK licence has been held for less than 24 months.  |
| F20                | <b>Removal of automatic Trailer cover</b><br>The automatic cover given in relation to trailers used for agricultural or forestry purposes below a certain value (mentioned in Part D – Section 2 of your policy booklet) is cancelled in respect of this vehicle and we will only offer the minimum cover required by law in respect of a trailer towed by this vehicle, unless the trailer is more specifically insured with us. |
| F22                | <b>Garaging endorsement</b><br>We will only provide cover under Part A Section 3 of your policy booklet in respect of theft or attempted theft if this vehicle is kept in a locked and secured building either at your address or at any other address specifically agreed by us, between the hours of 10pm and 7am.  |
| F30                | <b>Excluding driving other cars</b><br>Part B Section 1 of the policy booklet does not apply to this insurance.   |
| F45                | <b>Corporate Manslaughter and Corporate Homicide Act 2007 – Unlimited cover</b><br>The cover in relation to a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007 provided under Part A Section 2 (Costs and expenses) is extended to provide unlimited costs in relation to any one claim or series of claims arising from one cause.   |
| F46                | <b>Corporate Manslaughter and Corporate Homicide Act 2007 – £10m cover</b><br>The cover in relation to a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007 provided under Part A Section 2 (Costs and expenses) is extended to provide costs up to £10m in relation to any one claim or series of claims arising from one cause.   |
| F47                | <b>Corporate Manslaughter and Corporate Homicide Act 2007 – Cover removed</b><br>The cover in relation to a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007 provided under Part A Section 2 (Costs and expenses) is removed from your policy.  |

## Endorsements (continued)

|                    |  |
|--------------------|--|
| Endorsement Number | These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).  |
| F55                | <p><b>Use in Eire</b></p> <p>You are covered to use your vehicle in Eire.</p>  |
| F83                | <p><b>Fire &amp; Theft excess for specified people</b></p> <p>We will not pay the amount shown in the schedule for any fire, theft or attempted theft claim made under Part A Section 3 or Parts C &amp; D Section 2 of your policy booklet while your vehicle is being driven by, or is in the charge of, anybody named against this endorsement. This amount is in addition to any other excess, which may apply to your policy.</p>   |
| F98                | <p><b>Gold Cover</b></p> <p>Your policy is extended in the following ways:</p> <ol style="list-style-type: none"> <li>1. In the event that you make a claim for loss of keys (under Part A (General) Section 3 (Loss of or damage to your vehicle) of your policy) the following will apply: <ol style="list-style-type: none"> <li>a. The most we will pay will be increased from £250 to £1000</li> <li>b. Your No claim Bonus will be unaffected (unless this claim is in conjunction with another claim that does affect your No Claim Bonus)</li> <li>c. You will not be charged the £50 excess.</li> </ol> </li> <li>2. The cover provided under Section 6 (Personal belongings) of Part B (Private car) is extended to apply to Part C (Commercial vehicle).</li> <li>3. Should our approved repairer not be able to provide you with a courtesy car as mentioned under Part B (Private car) Section 4 (New car replacement), we will hire you a car for the duration of your repairs. The size, make and model of the car are not guaranteed. All other provisions relating to a courtesy car stated under Part B Section 4 remain.</li> <li>4. Part D (Agricultural vehicle) Section 4 (Agricultural accessories and spare parts) is extended to provide cover for accessories and spare parts: <ol style="list-style-type: none"> <li>a. which are not fitted to or in/on your vehicle</li> <li>b. without the need for another insured loss.</li> </ol> </li> </ol> |
| F99                | <p><b>Subsidiary endorsement</b></p> <p>If this endorsement number is shown on the schedule it will refer to an individual endorsement supplied with your schedule or which has already been issued to you.</p>  |
| FE6                | <p><b>Protected No Claim Bonus</b></p> <p>This insurance is subject to protected no claim bonus as described in Part B Section 7 and Part C Section 3.</p>   |

Endorsements continued on the next page.

## Endorsements (continued)

|                    |   |
|--------------------|---|
| Endorsement Number | These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).   |
| FH1                | <b>Fuel cut-off switch and battery isolator</b><br>It is a requirement of your policy that a fuel cut-off switch and battery isolator is fitted to the insured vehicle and has been activated when the vehicle is left unattended. Failure to comply with this endorsement may result in any loss incurred under Part A Section 3 of your policy booklet not being covered. |
| FW1                | <b>Amended glass excess</b><br>The glass excess mentioned in Part A Section 7 of your policy is amended to the amount shown against this endorsement.   |







