



Commercial Vehicle Insurance Policy

If **you** have an accident call the 24 hour
Claims Helpline: 0345 999 8888

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

For Glass claims please visit:

claims.markerstudy.com

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Introduction

Introduction

Your Co-op Commercial Vehicle Insurance Policy contains important information about what **you** are insured for, what to do in the event of an accident or loss and how to update **your** policy if **your** circumstances change.

To help **you** understand **your** policy some words and expressions are given specific meanings which apply wherever they appear in bold type. The Policy Definitions on page 11 list these words and expressions with their meanings.

How to make changes to your policy

It's important that all the details in **your** policy are accurate therefore if any of the information contained in **your** Policy Schedule, **your** Certificate of Motor Insurance or the Statement of Fact document is incorrect.

You should call us on **03457 46 46 46** lines open Mon to Fri 8am to 8pm, Sat 8am to 5pm and Sun 9am to 4pm.

For any other changes **you** want to make to **your** policy, please go online to '**your** Account' where some changes can be made. Alternatively please call **us** on the above telephone number.

Please refer to notification of changes on page 14 for further information.

How to make a claim

The process of claiming has been made as easy and straightforward as possible. If the **Insured Vehicle** is:

- Stolen or damaged, or
- Involved in an accident

You should call **our** claims helpline on **0345 999 8888**

lines open 24 hours a day, 7 days a week.

It's important that **you** report any accident or loss as soon as reasonably possible and obtain details of anyone else involved in the incident including any witnesses.

Accident recovery

If the Insured Vehicle is immobile or unsafe to drive due to insured loss or damage and you are calling from outside the UK please call 0044 345 999 8888 and refer to the Accident recovery subsection in Section J: Foreign use of the insured vehicle on page 34.

Windscreen claims

If **your** claim is for damage to the windscreen, windows or sunroof glass of the **Insured Vehicle**, simply call **0800 587 6887** to arrange repair or replacement or visit **claims.markerstudy.com** where you can book your appointment on-line. Please refer to Section H: Glass Damage on page 32 for further information.

Guidance notes

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

Introduction (continued)

Volunteer driving

Helping your local community through volunteer driving is an activity we recognise that many of our policyholders want to pursue. We will not consider using the insured vehicle for the benefit of charities, voluntary organisations, clubs or societies as business use provided any payment you receive does not exceed the HMRC mileage rates in force at the time.

Vehicle sharing

This policy allows you to carry passengers on a social or similar basis and for you to receive payment from your passengers towards the cost of fuel used in respect of that journey. It does not however allow you to make profit from carrying those passengers.

Example 1: You drive a friend to the cinema. The journey uses £10 worth of fuel and you ask your friend for £5 towards the cost of fuel used.

Example 2: You drive a friend to the cinema. The journey uses £10 worth of fuel and you ask your friend for £25 towards the cost of fuel used. Example 2 would be classed as you making a profit and this use would not therefore be covered by this policy. Please refer to General Condition 9 for full details.

Summary of Cover

Significant features and limitations

The table below shows the significant features and limitations of **your** Policy and is dependent upon the cover shown in **your Policy Schedule**.

Liability for death of or injury to third parties (including passengers)	Unlimited
Liability for damage to property	£5,000,000
Liability of passengers to other parties	Unlimited
Legal costs incurred with our consent	£5,000,000
Loss or damage to the insured vehicle as a result of fire or theft	Market Value
Accidental damage of insured vehicle	Market Value
Loss or damage to electronic equipment fitted by the vehicle manufacturer	Unlimited
Loss or damage to electronic equipment permanently fitted post manufacture	£500
Glass damage where an approved repairer is used	Unlimited
Glass damage where a non-approved repairer is used	£150
Recovery of insured vehicle following a covered incident	Unlimited
Provision of a Courtesy Vehicle where the insured vehicle is being repaired by an approved repairer	14 days
Medical expenses for each occupant of the insured vehicle	£250
Personal accident benefit for you and any named driver for death or certain disabilities	£5,000
Loss or damage to personal belongings	£250
Replacement of child car seats following their loss or damage or impact damage to the insured vehicle	Unlimited
Foreign use – full policy cover in any EU and certain other associated countries during the policy year	60 days
Vandalism Promise – if the insured vehicle is vandalised	NCD not reduced
Uninsured Driver Promise – if you are hit by an uninsured driver	NCD not reduced No Excess applied
Replacement of keys and locks following theft or loss of keys	£500 NCD not reduced
Draining and flushing of the insured vehicle's fuel tank following Misfuelling	£250 NCD not reduced No Excess applied

Summary of Cover

Significant exclusions

Your Policy does not cover **you** in some situations. Each section of **your** Policy document contains exclusions that apply to that section and the General Exclusions section contains exclusions that apply to the whole of **your** Policy. The table below shows the significant exclusions that apply to **your** policy

Cover	Policy Section	Significant exclusion
Loss or Damage	B	Loss or damage to the insured vehicle caused by a person known to you taking the insured vehicle without your permission, unless that person is reported to the police for taking the insured vehicle without your permission.
Loss or Damage, Fire & Theft	A & B	If any part or accessory of the insured vehicle is not available, the most we will pay for that part will be the cost shown in the manufacturer's last UK price list (plus the reasonable fitting costs). We may decide to repair the insured vehicle with parts which have not been made by your vehicles's manufacturer but are of a similar standard.
Theft	B	Loss or damage caused by theft will not be covered unless the incident has been reported to the Police and a crime reference number obtained.
Theft	B	Loss or damage caused by theft will not be covered if the insured vehicle is left unoccupied and the keys are left in or on the insured vehicle , or left with the engine running, or left unlocked and any window or roof opening is left open.
Key cover	I	The theft of keys will not be covered if the insured vehicle is left unoccupied and the keys are left in or on the insured vehicle .
Personal Belongings	F	Loss or damage to personal belongings : i) if the insured vehicle is unoccupied; and left unlocked; or any window or roof opening is left open. ii) from an unsecured storage area e.g a flatbed.
Personal Accident	E	Any death or injury to any person driving the insured vehicle i) who has a higher level of alcohol or drugs in their body than is allowed by law ii) who is wearing a seatbelt when required to by law iii) resulting from suicide, attempted suicide or any deliberate self-inflicted injury.

Summary of cover (continued)

Cover	Policy Section	Significant exclusion
Foreign Use	J	Loss or damage to the insured vehicle that occurs when the insured vehicle has been overseas in any EU or associated country for more than 60 days.
General Exceptions		The policy does not insure damage, loss, Injury, liability or assistance if the insured vehicle is driven, with your permission, by a person not covered by your Certificate of Motor Insurance .
General Exceptions		The policy does not insure any damage, loss, Injury, liability or assistance if the insured vehicle is being used for any purpose other than that allowed by your Certificate of Motor Insurance .
General Exceptions		The policy does not insure any damage, loss, Injury, liability or assistance if the person driving the insured vehicle does not hold, or comply with the conditions of, a valid licence to drive such a vehicle in the country that the incident occurred.

What to do in the Event of an Accident

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

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

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

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

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

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

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

DO NOT: Do not admit responsibility, either verbally or in writing. Instead, simply supply **your** details along with **your** policy number to the other driver(s)/person(s) involved in the accident and ask him/her to call the claims advisers on **0345 999 8888**. By passing these details to the other person(s) involved in the accident **you** will give him/her the opportunity of obtaining assistance in progressing repairs and assisting with

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

Benefits of an immediate call

Calling straight away provides **you** with benefits which may include the following, if **you** use **our Approved Repairer** network, (dependent on the level of policy cover **you** have):

- **FREE courtesy vehicle** while **your** vehicle is being repaired (subject to availability).
- Windscreen repair/replacement.
- **FREE** collection and re-delivery.
- **FREE** vehicle cleaning service.
- **Approved repairer's** work is guaranteed all the time **you** own the **insured vehicle**.

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

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

Introduction to Your Policy

Contract of Insurance

Welcome to **your** Co-op Insurance Commercial Vehicle 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 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 **endorsements** applying to this policy document.

Third Party Rights

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.

The language that 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.

Signed for and on behalf of the Insurers by:



Gary Humphreys
Markerstudy Insurance Services Limited

Markerstudy Insurance Services Limited is registered in England and Wales (No. 2135730) and authorised and regulated by the Financial Conduct Authority (No. 475572). Registered office 45 Westerham Road, Bessels Green, Sevenoaks, Kent TN13 2QB

Financial Services Compensation Scheme

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

Definitions

The words or phrases shown below have the same meaning whenever they appear in this policy document or in the **Certificate of Motor Insurance** or **Endorsements**.

So that **you** can easily identify these words and phrases they are shown in bold print throughout this policy document.

Approved Repairer

A motor vehicle repairer authorised by **us** or **our** representative to repair the **insured vehicle** following a valid claim under Section A or Section B of this insurance.

Certificate of Motor Insurance

A document, which is legal evidence of **your** insurance and is required by law and forms part of this contract of insurance. It shows the **insured vehicle's** registration number, who may drive it and what it may be used for. **The Certificate of Motor Insurance** must be read with this policy document.

Computer System

Any computer, hardware, software, application, process, code, programme, information technology, communication system or electronic device operated by the **insured vehicle**.

Courtesy Vehicle

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

Data

Information used, accessed, processed, transmitted or stored by a computer system.

Endorsements

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

Excess

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

Geographical Limits

The United Kingdom of Great Britain & Northern Ireland, the Isle of Man and the Channel Islands including transit by sea, air or land within and between these places.

Hazardous Goods

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

Insured Vehicle

The motor vehicle, the details and registration number of which are shown in the **Policy Schedule**. Keys and keyless entry system devices and permanently fitted accessories (other than **in-vehicle entertainment, communication and navigation equipment**) are included within this definition. In Section A or B, **Insured Vehicle** includes a trailer (but not a caravan trailer) attached to it.

In-vehicle Entertainment, Communication and Navigation Equipment

Permanently fitted radios, cassette, MP3, compact disc or DVD players, telephones, CB radios and visual navigation equipment.

Portable items (such as radar detection equipment, personal digital assistants or

Definitions (continued)

portable GPS navigators), cassette tapes, memory cards, compact discs or DVDs are not included within this definition.

Market Value

The cost of replacing the **insured vehicle** at the time of loss or damage compared with one of the same make, model, specification and condition. If the **insured vehicle** was first registered as new in a country other than those contained within the **geographical limits** any assessment of **market value** will take into account that the vehicle has been individually imported into a country contained within the **geographical limits** but will not include any delivery costs incurred at the time of importation. The **market value** will be assessed by an automotive engineer in conjunction with the published trade guides at the time of loss.

Misfuelling

Accidental filling of the fuel tank with inappropriate fuel for the **insured vehicle**.

Panoramic roof

A vehicle roof system manufactured as single or multiple glass panel(s) or equivalent, designed to cover the entire passenger compartment or the majority of it.

Partner

Your husband, wife, civil partner, common law partner or someone **you** are living with as if **you** are married to them.

Period of Insurance

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

Personal belongings

Personal property within the **insured vehicle** including clothing, portable audio equipment, multimedia equipment, personal computers, satellite navigation systems not permanently fitted to the **insured vehicle**.

Policy Schedule

The document, also referred to as Policy Details, which identifies the policyholder and summarises the cover **your** policy provides.

Statement of Fact or Statement of Insurance

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

Terrorism

Terrorism as defined in the **Terrorism Act 2000** or any subsequent amendment.

Third party

Any person, including the legal owner of the **insured vehicle**, who makes a claim against anyone insured under this policy.

Unattended

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

We/Us/Our

Markerstudy Insurance Services Limited acting on behalf of the insurer as stated in the **Certificate of Motor Insurance**, or under its trading agreement with Co-op Insurance. Co-op Insurance policies are administered on behalf of the insurer by Markerstudy

Definitions (continued)

Insurance Services Limited (part of the Markerstudy Group of companies). Co-op Insurance and the Co-op logo are registered trademarks of Co-operative Group Limited or its affiliates and are used under licence by Markerstudy Insurance Services Limited.

You/Your

The insured policyholder named in the **Policy Schedule** and **Certificate of Motor Insurance**.

Insurance Provided – Guide to Policy Cover

The level of cover provided by this insurance is shown on **your Policy Schedule**.

The sections of this Commercial Vehicle Insurance Policy that apply for each level of cover are as shown below.
Cover is subject to any **endorsements** shown on **your Policy Schedule**.

Comprehensive

Sections A to K and M to P of this Commercial Vehicle Insurance Policy Apply*

Third Party Fire and Theft

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

Third Party Only

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

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

*Section L may also apply if shown on **Your Policy Schedule**.

Insurance Provided

– Guide to Policy Cover (continued)

Notification of changes

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

Some examples are:

- A change of vehicle or **you** have purchased another vehicle to which **you** want **your** existing cover to apply.
- The **insured vehicle** is changed or modified from the manufacturer's standard specification or **you** intend to change or modify it (including the addition of optional fit accessories such as spoilers, skirts, alloy wheels etc).
- A change in the use of the **insured vehicle**.
- A change relating to the ownership of the **insured vehicle**.
- The **insured vehicle** has been stolen or is involved in an accident no matter how trivial.
- If the **insured vehicle** is likely to exceed the annual mileage declared at the commencement or renewal of the policy for which **you** may have received a premium discount.
- Any change in the main user of the **insured vehicle**.
- **You** wish a new driver to be covered.
- Someone who drives the **insured vehicle** is convicted of an offence (whether motor related or not) or fixed penalty or other licence endorsement or suffers from a medical condition that should be disclosed to the DVLA / DVANI or has a claim on another policy.

- Someone who drives the **insured vehicle** has any police enquiry or prosecution pending (note – if **you** have been stopped by the police a prosecution may be pending and must be disclosed).
- A change of occupation (full or part-time) by **you** or any other driver.
- A change of postal address.
- A change of garaging facilities and/or where the **insured vehicle** is normally kept overnight.
- The security system fitted to the **insured vehicle** is no longer in operation.
- Any Advanced Driver Assistance Systems fitted to the **insured vehicle** that require recalibration or are not in working order.

This is not a full list and if **you** are in any doubt **you** should advise **us** for **your** own protection.

If the information provided by **you** is not complete or accurate:

- **we** may cancel **your** policy and refuse to pay any claim, or
- **we** may not pay any claim in full, or
- **we** may revise the premium and/or change the compulsory **excess**, or
- the extent of the cover may be affected.

Insurance Provided

– Guide to Policy Cover (continued)

Guidance notes

– Notification of changes

The premium that you pay is based on information you supplied at the inception or renewal date of this insurance policy.

If your circumstances, or the circumstances of any driver covered by this policy change, then the premium needs to be recalculated to ensure we are collecting the correct premium for the risk.

It is important that you notify us of any changes such as those examples given under Notification of changes. If you fail to supply details of changes or the information supplied by you is not complete or accurate then:

- we may cancel your policy and refuse to pay any claim, or
- we may not pay any claim in full, or
- we may revise the premium and/or change the compulsory excess, or
- the extent of the cover may be affected.

Section A – Loss of or Damage to the Insured Vehicle

This section only applies if the cover shown on **your Policy Schedule** is Comprehensive.

What is covered

We will cover **you** against loss or damage to the **insured vehicle** (less any **excess** that applies) caused accidentally or as a result of malicious damage or vandalism. Loss or damage more specifically covered under Section B of this policy is excluded under this section of the policy. **We** will also cover **you** for damage to, **panoramic roofs**, lights/reflectors, folding rear windscreen assemblies or any permanently fitted accessories including glass contained within hard tops, under this section.

If the **insured vehicle** is fitted with Advanced Driver Assistance Systems (ADAS) **we** will pay for the recalibration of cameras or sensors fitted to the **insured vehicle** to operate these systems, if required, following an insured incident under this section.

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

Under this section we may either:

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

The most **we** will pay will be either:

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

- the cost of repairing the **insured vehicle**; whichever is the lower amount.

If the **insured vehicle** is the subject of a hire purchase or leasing agreement, **we** may in the event of the **insured vehicle's** total loss or destruction, pay the hire purchase or leasing company directly for the loss or damage to the **insured vehicle**. If the amount owed to the hire purchase or leasing company is less than the **market value**, the balance will be paid to **you**. If the amount owed to the hire purchase or leasing company is more than the **market value**, **you** may have to pay the outstanding balance.

We will not pay more than the **market value** of the **insured vehicle** at the time of the loss less the total of the **excesses** shown in the **policy schedule** or in this policy document or in any **endorsements** that apply. **We** will also pay the costs for the protection, removal and storage of the **insured vehicle** following an accident and delivery after repair to **your** address.

We are not liable for any amount **you** are contractually obliged to pay under any lease or finance agreement **you** have entered into, over and above the cost of replacing **your insured vehicle**.

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

If the **insured vehicle** is deemed to be beyond economical repair or settlement

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

is agreed under the ‘New vehicle cover’ sub-section the damaged vehicle becomes **our** property once a claim is met under the policy. **You** must send **us** the vehicle registration document and valid MOT certificate if one is required by law before **we** are able to meet the claim.

In-vehicle entertainment, communication and navigation equipment

We will cover the cost of replacing or repairing the insured vehicle’s **in-vehicle entertainment, communication and navigation equipment** up to the following amounts less the **excess** as shown on the **policy schedule**:

- Unlimited cover for original manufacturer or dealer fitted equipment; or
- £500 for equipment not fitted by the manufacturer or dealer, provided it is permanently fitted to the **insured vehicle**.

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

New vehicle cover

We will replace the **insured vehicle** with one of the same make, model and specification if;

- The loss or damage happens on or within the first anniversary of the date the **insured vehicle** was first registered; and
- **You** or **your partner** are the first and only registered keeper of the vehicle (or the second registered keeper if the first registered keeper is the manufacturer or supplying dealer and the delivery mileage is under 250 miles); or

- The **insured vehicle** is owned by a Lease Company who are the first and only registered keeper of the vehicle and they are in agreement that a replacement vehicle can be supplied; and
- The cost of repair is valued at more than 60% of the cost of buying an identical new vehicle at the time of the loss or damage (based on the United Kingdom list price including taxes); and
- The **insured vehicle** was supplied as new from within the **geographical limits**.

In these circumstances **we**, if asked by **you**, will replace the **insured vehicle** (and pay delivery charges) with a new vehicle of the same make, model and specification. **We** can only do this if a replacement vehicle is available in the **geographical limits** and anyone else who has an interest in the vehicle agrees.

If a replacement vehicle of the same make, model and specification is not available, **we** will, where possible, provide a similar vehicle of identical list price. If this is not acceptable to **you** **we** will not pay more than the **market value** of the **insured vehicle** at the time of the loss.

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

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

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

Repairs

If the damage to the **insured vehicle** is covered under **your** policy and it is repaired by an **approved repairer** you do not need to obtain any estimates and repairs can begin immediately after **we** have authorised them. **We will** arrange for an **approved repairer** to contact **you** to arrange to collect the **insured vehicle**. All repair work undertaken by the **approved repairer** is guaranteed while **you** own the vehicle. This guarantee is not transferable if **you** sell the **insured vehicle**.

At **your** option **you** can arrange for a repairer of **your** choice to carry out the repairs. **You** must send **us** at least two detailed repair estimates and full details of the incident as soon as reasonably possible. **We will** only be liable for the repair costs at a **non-approved repairer** if **we** have agreed that the costs are reasonable and **we** have issued an authorisation to the repairer. **We** may need to inspect the vehicle. **We** reserve the right to ask **you** to obtain alternative estimates and **we** may not pay you more than the **approved repairer** would have charged for the repair of the **insured vehicle**.

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

We will not pay the cost of importing parts that are not available in any country within the **geographical limits**.

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

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

Guidance Notes – Finance or Lease agreement

If your insured vehicle is the subject of a finance or lease agreement and your vehicle is deemed to be damaged beyond economic repair due to a covered loss under the policy the market value placed on your insured vehicle may not be sufficient to satisfy that agreement.

This policy does not cover any amount you are contractually obliged to pay under any lease or finance agreement you have entered into over and above the cost of replacing your vehicle.

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

Young and Inexperienced Driver Excesses

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

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

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

The young and inexperienced driver **excess** applicable at the time of loss or damage is determined by the age or driving experience of the person driving/in charge of the **insured vehicle** at the time of loss or damage. The amounts shown are in addition to any other **excesses** shown elsewhere in this **policy document** or on **your Policy Schedule** or in any **endorsements** that apply.

Protection and Recovery

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

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

If the **insured vehicle** is damaged beyond economical repair **we** will arrange for it to be stored safely at premises of **our** choosing. **You** should remove **your personal belongings** from the **insured vehicle** before it is collected from **you**.

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

Guidance Notes - Flood Advice

- If possible move your vehicle to a safer place out of the reach of floodwater before the flood strikes (e.g. to higher ground).
- Do not attempt to drive your vehicle through floodwater as it is inevitable that this will damage your engine particularly if your vehicle has a diesel engine or turbo charger.
- If your vehicle is submerged do not try to start the engine. If possible get your vehicle pushed or towed out of the water and allow it to dry out. You may be lucky and the water may not have penetrated sufficiently to ruin the engine.
- Repairs to the insured vehicle resulting from flood damage are covered if your policy cover is comprehensive but claims will be subject to the policy excesses.

A comprehensive policy will also pay for towing as well as damage to upholstery, carpets and stereo systems resulting from flooding but only up to the limits shown within this document.

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

This section only applies if the cover shown on **your Policy Schedule** is either Comprehensive or Third Party Fire and Theft.

What is covered

We will cover **you** against loss of or damage to the **insured vehicle** (less any **excess** that applies) caused by fire, lightning, explosion, theft or attempted theft. If the **insured vehicle** is fitted with Advanced Driver Assistance Systems (ADAS) **we** will pay for the recalibration of cameras or sensors fitted to the **insured vehicle** to operate these systems, if required, following an insured incident under this section.

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

Under this section we may either:

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

The most we will pay will be either:

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

If the **insured vehicle** is the subject of a hire purchase or leasing agreement, **we** may in the event of the **insured vehicle's** total loss or destruction, pay the hire purchase or leasing company directly for the loss or damage to the **insured vehicle**.

If the amount owed to the hire purchase or leasing company is less than the **market value**, the balance will be paid to **you**. If the amount owed to the hire purchase or leasing company is more than the **market value**, **you** may have to pay the outstanding balance.

We will not pay more than the **market value** of the **insured vehicle** at the time of the loss less the total of the excesses shown in the **policy schedule** or in this policy document or in any **endorsements** that apply.

We will also pay the costs for the protection, removal and storage of the **insured vehicle** following a covered loss and delivery after repair to **your** home address.

We are not liable for any amount **you** are contractually obliged to pay under any lease or finance agreement **you** have entered into, over and above the cost of replacing **your** vehicle.

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

If the **insured vehicle**:

- is stolen and has not been recovered at the time of settlement; or
- is deemed to be beyond economical repair, as a result of loss covered under this section of the policy.

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

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

In-vehicle entertainment, communication and navigation equipment

We will cover the cost of replacing or repairing the **insured vehicle's in-vehicle entertainment, communication and navigation equipment** up to the following amounts less the **excess** as shown on the **policy schedule**:

- Unlimited cover for original manufacturer or dealer fitted equipment; or
- £500 for equipment not fitted by the manufacturer or dealer, provided it is permanently fitted to the **insured vehicle**.

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

New vehicle cover

We will replace the **insured vehicle** with one of the same make, model and specification if;

- The loss or damage happens on or within the first anniversary of the date the **insured vehicle** was first registered; and
- **You** or **your partner** are the first and only registered keeper of the **insured vehicle** (or the second registered keeper if the first registered keeper is the manufacturer or supplying dealer and the delivery mileage is under 250 miles); or
- The **insured vehicle** is owned by a Lease Company who are the first and only registered keeper of the vehicle and they are in agreement that a replacement vehicle can be supplied; and

- The cost of repair is valued at more than 60% of the cost of buying an identical new vehicle at the time of the loss or damage (based on the United Kingdom list price including taxes); and
- The **insured vehicle** was supplied as new from within the **geographical limits**.

In these circumstances **we**, if asked by **you**, will replace the **insured vehicle** (and pay delivery charges) with a new vehicle of the same make, model and specification. **We** can only do this if a replacement vehicle is available in the **geographical limits** and anyone else who has an interest in the vehicle agrees.

If a replacement vehicle of the same make, model and specification is not available, **we** will, where possible, provide a similar vehicle of identical list price. If this is not acceptable to **you** **we** will not pay more than the **market value** of the **insured vehicle** at the time of the loss.

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

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

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

Repairs

If the damage to the **insured vehicle** is covered under **your** policy and it is repaired by an **approved repairer you** do not need to obtain any estimates and repairs can begin immediately after **we** have authorised them. **We** will arrange for an **approved repairer** to contact **you** to arrange to collect the **insured vehicle**. All repair work undertaken by the **approved repairer** is guaranteed while **you** own the vehicle. This guarantee is not transferable if **you** sell the **insured vehicle**.

At **your** option **you** can arrange for a repairer of **your** choice to carry out the repairs. **You** must send **us** at least two detailed repair estimates and full details of the incident as soon as reasonably possible. **We** will only be liable for the repair costs at a **non-approved repairer** if **we** have agreed that the costs are reasonable and **we** have issued an authorisation to the repairer. **We** may need to inspect the vehicle. **We** reserve the right to ask **you** to obtain alternative estimates and **we** may not pay **you** more than the **approved repairer** would have charged for the repair of the **insured vehicle**.

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

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

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

Protection and Recovery

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

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

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

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

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

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

Guidance Notes – Preventing Crime

- Don't give criminal an easy ride. Vehicle crime makes up 20% of all recorded crimes in the UK.
- Most thefts can be prevented – and it's in your interest and ours to take some simple precautions. Most things are common sense.
- Lock your vehicle and remove your ignition key/locking device when leaving it for even a short time e.g. at a petrol station or cashpoint machine.
- Vehicle thieves often steal the keys first especially if the vehicle has an immobiliser and break into houses just to access keys to steal the vehicle. Always keep keys secure even inside your home (do not leave keys where a burglar can easily find them).
- Keys and locking devices should always be kept in a safe and secure place – do not leave them on a wall hook, windowsill or in a jacket pocket close to the vehicle.
- Take appropriate measures to safeguard the vehicle when showing it to prospective purchasers.
- Do not keep items such as the vehicle registration document, service book, MOT certificate or certificate of motor insurance in the vehicle and never leave any valuables on view in the vehicle. You should remove items such as CD players, Radios/MP3 players and portable satellite navigation equipment whenever possible.
- Use good-quality locks and security devices.
- Park in a secure place if you can. If you have a garage, use it and lock it.

Exceptions to Sections A & B

What is not covered

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

- The amount of any **excess** shown in the **Policy Schedule** or in this policy document or in any **endorsements** that apply.
- Indirect losses which result from the incident that caused **you** to claim, for example, **we** will not pay compensation for **you** not being able to use the **insured vehicle**.
- Wear and tear, mechanical or electrical breakdown including failure of any equipment, integrated circuit, computer chip, computer software or computer related equipment and failure or breakages of any part due to application of brakes or road shocks.
- Depreciation or loss of value following repairs.
- Loss of or damage caused by someone taking the **insured vehicle** without **your** permission, unless the incident is reported to the police and assigned a crime reference number and **you** do not subsequently make any statement to the police that the **insured vehicle** was taken with **your** permission.
- Loss suffered due to any person obtaining any property by fraud or deception, for example a purchaser's cheque not being honoured by their bank.
- Loss or damage to the **insured vehicle** where possession of it is gained by deception on the part of someone pretending to be a buyer or someone pretending to act on behalf of a buyer.
- Loss or damage to the **insured vehicle** as a result of:
 - lawful repossession
 - return to its rightful owner
 - seizure by the police or their authorised representatives.
- Loss or damage caused by pressure waves from aircraft or any flying object.
- Loss of or damage to the **insured vehicle** and/or **in-vehicle entertainment, communication and navigation equipment** while the **insured vehicle** is left **unattended** arising from theft or attempted theft when:
 - ignition keys have been left in or on the **insured vehicle**; or
 - the **insured vehicle** has not been secured by means of door and boot lock; or
 - any window or any form of sliding or removable roof or hood have been left open or unlocked; or
 - the **insured vehicle** is fitted with a manufacturer's standard security device and the device is not operational or is not in use.
- The costs associated with draining and flushing of the engine caused by **misfuelling** when cover is provided under Section P – **Misfuelling** – Draining and flushing.
- Loss or damage from the use of substandard fuel, lubricants or parts. This includes not following manufacturer's instructions when adding lubricants and other types of fluids.
- Confiscation, requisition or destruction by or under the order of any Government or Public or Local Authority.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Damage caused by frost unless **you** took precautions to protect the **insured vehicle**.
- Loss or damage caused deliberately by **you** or by any person who is in charge of the **insured vehicle** with **your** permission.
- Any amount **you** are contractually obliged to pay under any lease or finance agreement, **you** have entered into, over and above the cost of replacing the **insured vehicle**.
- Loss of or damage to keys, lock or ignition activators, alarm or immobiliser activators (except as insured under Section I of this insurance - Replacement locks)

Exceptions to Sections A & B (cont)

- Repairs, re-programming or replacement of any component, including locks on the **insured vehicle**, resulting from the loss of or damage to the vehicle's keys, lock or ignition activators or alarm or immobiliser activators (except as insured under Section I of this insurance - Replacement locks)
- VAT if **you** are VAT registered
- More than £250 (after the deduction of any **excess** that applies) in respect of sign-writing, advertisements, logos or specialist paintwork including vinyl wrapping
- Loss or damage caused directly or indirectly by fire if the **insured vehicle** is equipped for cooking and/or heating of food or drink
- Loss or damage to the **insured vehicle** caused by or consequent on the operation of tipping gear
- Loss of or damage to generators permanently or temporarily attached to the **insured vehicle**
- Loss or damage to the **insured vehicle** caused by malware, worms, computer viruses or the **insured vehicle's** systems, **data** or **computer systems** being controlled without your authority.

Section C – Liability to Other People

What is covered

Use of the insured vehicle

We will cover the categories of people listed below for their legal liability for death, bodily injury or damage to property arising out of the use of the **insured vehicle**;

- **You**; and
- any person permitted to drive the **insured vehicle** under the **Certificate of Motor Insurance** who is driving with **your** permission; and
- any passenger in the **insured vehicle**; and
- any person using (but not driving) the **insured vehicle** for social domestic and pleasure purposes with **your** permission; and
- the employer or business partner of any person named as a permitted driver on **your Certificate of Motor Insurance** in the event of an accident occurring while the **insured vehicle** is being used for business by that named person as long as **your Certificate of Motor Insurance** allows business use by such person.

Towing

You are covered by this section of the policy while the **insured vehicle** is towing a trailer or broken down vehicle. The cover will apply as long as the towing is allowed by law and the trailer or broken down vehicle is attached properly by towing equipment made for this purpose.

Third Party Property Damage Limit

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

Legal Costs

In the event of an accident covered by this section and subject to **our** prior agreement **we** will pay for the following at **your** request:

- Solicitors' fees for representation at any coroner's inquest, fatal accident inquiry or magistrates court (including a court of equal status in any country within the **geographical limits**).
- Legal costs for defending a charge of manslaughter or causing death by dangerous or careless driving.
- Any other costs and expenses for which **we** have given prior agreement.

If anyone who is covered by this section dies while they are involved in legal action, **we** will give the same cover applicable under this section of the policy to their legal personal representatives.

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

Emergency Medical Treatment

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

Exceptions to Section C

What is not covered

We shall not be liable:

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

Section D – Provision of a Courtesy Vehicle

This section applies only if the cover shown on your Policy Schedule is Comprehensive.

What is covered

If the **insured vehicle** is damaged as a result of an accident and **you** choose for it to be repaired by one of **our approved repairers** **you** will be provided with a **courtesy vehicle** for the duration of the repairs or a period of 14 days whichever occurs first. The **courtesy vehicle** provided is subject to the **approved repairer's** terms and conditions and will typically be a car derived van or similar.

What is not covered

- Any claim arising from an event occurring before the commencement of insurance under this Section.
- The provision of a **courtesy vehicle**.
 - i) if the **insured vehicle** suffers only windscreen, window or sunroof glass damage
 - ii) if the **insured vehicle** is damaged beyond cost effective repair
 - iii) if the **insured vehicle** is stolen and not recovered
 - iv) if the claim is made under Section P **Misfuelling** – Draining and flushing
- Sea transit charges incurred during the delivery or collection of the **courtesy vehicle**.
- The cost of fuel for the **courtesy vehicle**.

Conditions

1. The **courtesy vehicle** may be driven by all persons shown as entitled to drive on **your** current **Certificate of Motor Insurance**.
2. The **courtesy vehicle** must only be used within the **geographical limits** and the Republic of Ireland, unless prior arrangement has been made with the

approved repairer that supplied **you** with the **courtesy vehicle**.

3. The **courtesy vehicle** provided must be returned immediately upon request by the **approved repairer** and at the latest on completion of the repairs or when a decision is reached to settle **your** claim.
4. If the **courtesy vehicle** is not returned to the **approved repairer** on request, a charge on the basis of normal self-drive hire vehicle rates will be made by the **approved repairer** for the period that the **courtesy vehicle** remains in **your** possession.
5. During the time that the **courtesy vehicle** is in **your** possession **you** will be liable, as if the owner of the vehicle, for any fixed penalty offence, excess charge, parking fee/charge, inner city congestion charge, for the cost of fuel, oil and other consumables and damage by misuse.
6. Any accident, loss or damage to the **courtesy vehicle** must be reported to **us** immediately.

Section E – Personal Accident Benefits

This section applies only if the cover shown on your Policy Schedule is Comprehensive.

What is covered

If **you**, anyone named as a driver on **your Certificate of Motor Insurance** or **your partner** are accidentally killed or injured in any country within the **geographical limits**, the European Union or EEA while **you** are travelling in or getting out of the **insured vehicle** we will pay for the following;

- For Death – £5,000
- For the total and irrecoverable loss of sight in one or both eyes – £5,000
- For the permanent loss (at or above the wrist or ankle) of use of one or more hands or feet – £5,000
- Permanent total disablement from attending to any business or occupation – £5,000

We will only pay these amounts if the death or loss happens within 12 calendar months of the accident.

What is not covered

We will not pay for:

- An amount greater than £10,000 per claim
- Death of or injury to any person not wearing a seat belt when required to by law
- Any intentional self injury, suicide or attempted suicide
- Any death of or injury to any person driving at the time of the accident who is found to have a higher level of alcohol or drugs in their body than is allowed by law
- While **you**, anyone named as a driver on **your Certificate of Motor Insurance** or **your partner** has any other vehicle insurance policy with **us**, **we** will only pay the benefit under one policy.

Section F – Personal Belongings

This section applies only if the cover shown on your Policy Schedule is Comprehensive.

What is covered

We will pay for:

Personal belongings, which are lost or damaged following an accident, fire, theft or attempted theft involving the **insured vehicle** up to a maximum of £250 per claim.

What is not covered

We will not pay for:

- Loss or damage caused by wear and tear or depreciation
- Loss of, theft of, or damage to **personal belongings**

- i) if the insured vehicle is unoccupied; and left unlocked; or any window or roof opening, removable roof panel or hood is left open.
- ii) from an unsecured storage area e.g. flatbed.
- Money, credit or debit cards, stamps, tickets, vouchers, documents and securities
- Goods, tools or samples carried in connection with any trade or business
- Loss of or damage to any radar detection equipment
- The cost of reinstating data from portable audio equipment, multi-media equipment, communication equipment, personal navigation and radar detection systems.

Section G – Medical Expenses

This section applies only if the cover shown on your Policy Schedule is Comprehensive.

What is covered

We will pay for:

The medical expenses for each person who suffers any injury arising from an accident while the person is in the **insured vehicle** up to a maximum of £250 for each injured person.

Section H – Glass Damage

This section applies only if the cover shown on your Policy Schedule is Comprehensive.

In the event of an incident likely to give rise to a claim for damaged glass please contact the approved replacement service via the 24 hour Claims Helpline on **0800 587 6887** or visit **claims.markerstudy.com** where you can book your appointment on-line.

What is covered

If the glass in the front windscreen or sunroof, side or rear windows of the **insured vehicle** is damaged during the **period of insurance** we will pay the cost of repairing or replacing it. **We** will also pay for any repair to the bodywork of the **insured vehicle** that has been damaged by broken glass from the windscreen, sunroof or window. If the **insured vehicle** is fitted with Advanced Driver Assistance Systems (ADAS) and **you** use **our** approved replacement service to replace the windscreen, **we** will also pay for the recalibration of cameras or sensors fitted behind the windscreen to operate these systems, if required.

If the repair or replacement is carried out by **our** approved replacement service cover is unlimited subject to any applicable **excess** as shown in **your policy schedule** and the amount not being greater than the **market value** of the **insured vehicle** (to contact **our** approved replacement service please call **0800 587 6887**).

If **you** choose to use **your** own supplier then cover will be limited to **£150** after deducting any glass **excess** as shown in **your policy schedule**.

We may at **our** option use parts that have not been supplied by the original manufacturer.

If **you** insist that **we** use parts supplied by the original manufacturer even though alternative non-original manufacturer parts are available **you** will be required to pay **us** any difference in the cost of such parts.

A claim solely under this section will not affect **your** No Claim Discount.

What is not covered

We will not pay for:

- The glass **excess** shown in **your policy schedule** where the glass is replaced. Any claim for repair will not be subject to payment of an **excess**.
- Loss of use of the **insured vehicle**.
- Repair or replacement of any windscreen, sunroof or window not made of glass.
- The cost of importing parts or storage costs caused by delays where the parts are not available from stock within the **geographical limits**.
- The cost of mechanical items associated with the window or sunroof mechanism of the **insured vehicle** under this section.
- Any loss or damage caused deliberately by **you** or by any person who is in charge of the **insured vehicle** with **your** permission.
- The repair or replacement of **panoramic roof**, lights/reflectors or folding rear windscreen assemblies or any permanently fitted accessories including glass contained within hard tops under this section.

Cover for these items will be provided under Section A of this policy.

Section I – Replacement Locks

This section applies only if the cover shown on Your Policy Schedule is Comprehensive.

What is covered

If the keys or keyless entry system device of the **insured vehicle** are lost or stolen, **we** will pay up to £500 toward the cost of replacing:

- The keys or keyless entry system device and central locking system
- All locks that can be opened by the missing item, provided **we** are satisfied that any person who may have the keys or keyless entry system device knows the identity or location of the **insured vehicle**.

As long as there has been no other loss or damage, the amount of **excess** due is £100.

Claims made under this section only will not affect **your** No Claim Discount.

What is not covered

- The theft of keys if the **insured vehicle** is unoccupied and the keys or keyless entry system device is left in or on the **insured vehicle**.
- The theft of keys if the incident is not reported to the police as soon as reasonably possible, normally within 24 hours of **you** becoming aware of the loss, and a crime reference number obtained.
- Any loss resulting from a person known to **you** taking **your** keys or keyless entry system device, unless that person is reported to the police for taking this item without **your** permission.
- Any damage to the keys, keyless entry system device or locks of the **insured vehicle**.
- Any costs where a claim for other loss or damage is being made at the same time.
- Any loss resulting from fraud or deception.
- Any amount in excess of £500 for any claim made under this section of the policy

Section J – Foreign Use of the Insured Vehicle

What is covered

We will provide the cover shown on **your policy schedule** for up to 60 days in any **period of insurance** while **you** are using the **insured vehicle** within the countries referred to below.

Outside of the 60 day cover shown above we will provide **you** with the minimum cover required by law while **you** or any driver covered by this policy are using the **insured vehicle** within the European Union and any other country which has agreed to follow the EU Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (number 2009/103/EC).

Currently **you** do need an International Motor Insurance Card (Green Card) for visits to these countries. Further information as to whether a Green Card will be required following the United Kingdom's departure from the EU can be found by visiting www.mib.org.uk

The provision of the cover shown on **your policy schedule** whilst **you** are abroad is only agreed on the understanding that:

- **your** visit abroad is for social, domestic or pleasure purposes; and
- The **insured vehicle** is taxed and registered within the **geographical limits**; and
- **Your** main permanent home is within the **geographical limits**; and
- **Your** visit abroad is only temporary; and
- **You** tell **us** at least 21 days prior to the date of travel to enable **us** to issue **you** with a Green Card.

We will also pay customs duty if the **insured vehicle** suffers loss or damage and **we** decide not to return it after a valid claim on the policy.

Cover also applies while the **insured vehicle** is being carried between sea or air ports or railway stations within these countries, as long as this travel is by a recognised sea, air or rail route.

We may agree to extend the cover for more than 60 days as long as **you**:

- Tell **us** before **you** leave
- Pay any additional premium due.

If **we** agree to **your** request **we** will issue **you** with an International Motor Insurance Card (Green Card) as legal evidence of this cover. **We** will only consider extending this insurance to countries which are covered by the International Green Card system.

Accident recovery

If the **insured vehicle** sustains damage that is covered under section A or B of the policy and is

- immobilised in any of the countries referred to above and cannot be repaired in time for **your** return home, or
- stolen and not recovered until after **your** return home, **we** will arrange to bring the driver and up to eight passengers back to the UK.

We will also arrange and pay for either:

- the return of the **insured vehicle** and any attached trailer or trailer caravan to **your** home or a suitable repairer in the UK, or
- a single ticket by rail and/or sea, or by air if travel by train and/or boat exceeds 12 hours, for **you** or **your** nominated driver to travel from the UK to collect the **insured vehicle** and any attached trailer or trailer caravan once it has been repaired or found.

Section J – Foreign Use of the Insured Vehicle (continued)

Note: **We** will choose the most appropriate option, taking **your** personal circumstances into account.

If applicable, **we** will arrange and pay for the storage of the **insured vehicle** and any attached trailer or trailer caravan pending its repair, repatriation or scrapping. **We** will not pay more than £100 for storage.

Where the estimated repatriation cost exceeds the UK **market value** of the **insured vehicle** **we** will not pay more than the cost of scrapping the **insured vehicle** and any customs duty imposed.

Please note that the onward transportation of any animal in the **insured vehicle** will be at **our** discretion and entirely at **your** own risk

What is not covered

- Any loss or damage to the **insured vehicle** that occurs after the **insured vehicle** has been in the countries listed above for more than 60 days in any **period of insurance** unless this time period has been extended by **us** by prior agreement
- The Accident Recovery service is not provided when the **insured vehicle** has been in the countries listed above for more than 60 days in any **period of insurance** unless this time period has been extended by **us** by prior agreement.

Guidance Notes – Going Abroad

The policy does not automatically provide full cover abroad so, before travelling, please contact us to arrange cover. The extended full insurance will then cover you in the countries for which we have agreed to provide cover and when your vehicle is travelling by rail or sea between those countries.

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

Currently you need an International Motor Insurance Card (Green Card) whenever you travel abroad with the insured vehicle. You may also require a separate Green Card for any trailer or caravan you tow. To obtain a Green Card please call 03457 46 46 46

Take your Green Card(s) and your Certificate of Motor Insurance as evidence of insurance when you travel abroad.

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

Although full policy cover abroad is automatically available for up to 60 days in any one annual period of insurance we may, on request, agree to extend cover up to a maximum of 90 days. A charge may apply. Please contact us for further information.

If you are involved in any accident or incident whilst abroad please call the 24 hour Claims Helpline using the international dialling code for the UK: 0044 345 999 8888

Section K – No Claim Discount

If **you** do make a claim during the **period of insurance your** No Claim Discount will be reduced at the next renewal date in accordance with the scale shown below.

The following will not affect **your** No Claim Discount.

- Payments made under Section H - Glass damage, Section I - Replacement Locks and Section P – Misfuelling - Draining and Flushing.
- A successful claim made under Section M - Uninsured driver and vandalism promise
- If we only have to pay for an emergency treatment fee.
- If we make a full recovery of all payments made by us in connection with a claim made against the policy.

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

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

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

Guidance Notes - No Claims Discount

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

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

Section K – No Claim Discount (continued)

Current years NCD	Your NCD years at renewal if no fault claim made	Your NCD years at renewal if one fault claim made	Your NCD years at renewal if two fault claim made	Your NCD years at renewal if more than two fault claims made
0	1	0	0	0
1	2	0	0	0
2	3	0	0	0
3	4	1	0	0
4	5	2	0	0
5	6	3	1	0
6	7	3	1	0
7	8	3	1	0
8	9	3	1	0
9+	9+	3	1	0

Section L – Protected No Claim Discount

Depending on certain qualifying conditions **you** may be able to protect **your** No Claim Discount if **you** pay an extra premium (contact **us** for details). **Your** No Claim Discount is only protected if this section is shown as applying on **your policy schedule**.

If **your** No Claim Discount is protected **we** will not reduce it in the event of **you** claiming under this policy.

It does not mean that **your** premium will not be increased if, for example, **your** accident or conviction record justifies this.

Section M – Uninsured Driver and Vandalism Promise

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

Uninsured driver promise

If the **insured vehicle** is involved in an accident that was not **your** fault or that of the driver of the **insured vehicle** and caused by an uninsured motorist **we** will refund the cost of **your excess** and restore **your** No Claim Discount.

We will need:

- The vehicle registration and the make/model of the **third party** vehicle
- The responsible driver's details, if possible.

It also helps **us** to confirm who is at fault if **you** can get the names and addresses of any independent witnesses, if available. When **you** claim, **you** may have to pay **your excess**. Also, if when **your** renewal is due, investigations are still ongoing, **you** may lose **your** No Claim Discount temporarily. However, once **we** confirm that the accident was the fault of the uninsured driver, **we will** repay **your excess**, restore **your** No Claim Discount and refund any extra premium **you** have paid.

Vandalism promise

If **you** make a claim for damage to **your insured vehicle** that is a result of vandalism, which is damage caused by a malicious and deliberate act, **you** will not lose **your** No Claim Discount.

Conditions

- **You** pay any **excess** that is applicable. Please refer to **your policy schedule** for **excess** amounts
- The incident is reported to the police and assigned a crime reference number
- The damage has not been caused by another vehicle.

When **you** claim **you** will have to pay the **excess**. Once **we** receive **your** claim, **you** may lose **your** No Claim Discount until **we** are supplied with a relevant crime reference number.

Section N – Emergency Transport & Accommodation

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

What is covered

Accident recovery

If the **insured vehicle** is immobile or unsafe to drive due to an insured loss and the damage is covered under Section A or B of this policy **we** will pay for the recovery of the **insured vehicle** and any attached trailer or caravan trailer to one of **our approved repairers** near to **your** home or destination or, at **your** request, to **your** home or a repairer of **your** choice, if nearer. If the repairer cannot accept the vehicle at the time of recovery, it will be taken to a safe place of storage for up to 48 hours.

The driver and up to eight passengers will be taken, in one journey, to **your** home or to the planned destination.

Alternatively, **we** will arrange and pay for:

- i) one night's accommodation (bed and breakfast only) subject to a maximum cost of £80 per person and up to a maximum of £500 in total, or
- ii) a temporary hire vehicle up to 1100cc for a maximum of 24 hours.

Note: **We** will choose the most appropriate option, taking **your** personal circumstances into account.

Please note that the onward transportation of any animal in the **insured vehicle** will be at **our** discretion and entirely at **your** own risk.

What is not covered

- More than £500 per incident
- Reimbursement for the purchase of any drinks or meals (other than breakfast as supplied as part of the one night's accommodation) clothing, toiletries, newspapers or telephone calls
- Any additional costs incurred for the transportation of any goods carried within the **insured vehicle**
- Emergency transport and accommodation cover outside of the **geographical limits** of **your** policy if the **insured vehicle** has been in the countries listed within Section J of this policy for more than 60 days in any **period of insurance** unless this time period has been extended by **us** by prior agreement.

Section O – Child Car Seat

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

What is covered

If **you** have a child car seat fitted to the **insured vehicle** and the **insured vehicle** is involved in an incident where the damage to

the **insured vehicle** is covered by this policy **we** will cover **you** for the cost of replacing the child car seat with a new one of a similar standard, even if there is no apparent damage, provided **you** are able to supply a copy of the original purchase receipt for the child car seat.

Section P – Misfuelling – Draining and Flushing

This section applies only if the cover shown on Your Policy Schedule is Comprehensive.

What is covered

We will pay for the following if the **insured vehicle** is subject to **misfuelling** during the **period of insurance**:

- Draining and flushing the fuel tank on site using a specialist roadside vehicle, or
- Recovery of the **insured vehicle**, the driver and passengers to the nearest recovery base to drain and flush the fuel tank
- Replenishing the fuel tank with up to 10 litres of the correct fuel.

The above applies both on the forecourt on-site and once the **insured vehicle** has been driven away from the forecourt.

We will pay up to a maximum of:

- £250 for each claim made in any **period of insurance**. You will be responsible for paying any costs in excess of the £250 per claim limit.
- Two claims of **misfuelling** in any **period of insurance**.

Claims under this **misfuelling** section will not affect **your** no claim discount and **your** excess will not be applied.

What is not covered

- Loss or damage where the **misfuelling** occurs outside of the United Kingdom of Great Britain and Northern Ireland.
- Any claim resulting from foreign matter entering the fuel system except for diesel or petrol.
- Mechanical or component damage to the **insured vehicle** whether or not caused as a result of **misfuelling**
- The cost of hiring an alternative vehicle in the event mechanical or component damage is sustained.

- Any defect arising directly and/or indirectly as a result of **misfuelling** or a defect which existed before the incident of **misfuelling**.
- More than two **misfuelling** claims in any **period of insurance**.
- Any amount in excess of the £250 per claim limit.

Guidance Note Misfuelling – Draining and Flushing

If you are unfortunate enough to fill up the insured vehicle with the wrong type of fuel this section of the policy will pay up to £250 for each event to drain and flush your engine of the contaminated fuel. We will even put into your tank some of the correct fuel to get you on your way.

A claim under this section of your policy will not be subject to payment of an excess and you will not lose any of your No Claim Discount.

Under this section of your policy we will not pay for the following however you may be able to make a claim under Section A – Loss of or damage to the insured vehicle but any claim made will be subject to payment of the policy excess and deduction of your No Claim Discount:

- any mechanical or component damage to the insured vehicle; or
- any amount in excess of £250 per claim; or
- any more than two incidents within the period of insurance.

General Exceptions

These General Exceptions apply to the whole of the insurance policy.

What is not covered

1. Excluded uses and excluded drivers

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

1. used for a purpose which is not permitted or is excluded by the **Certificate of Motor Insurance**; or
2. used on the Nurburgring Nordschleife or deregulated/derestricted toll roads or any race track, racing circuit or prepared course unless **you** have told **us** about this and **we** have agreed to provide cover; or
3. driven by, is in the charge of or was last in the charge of anyone not permitted to drive by **your Certificate of Motor Insurance** or temporary cover note or who is excluded by **endorsements**; or
4. driven by, is in the charge of or was last in the charge of anyone including **you** who is disqualified from driving or has never held a licence to drive a vehicle or is prevented by law from having a licence; or
5. driven by any person who holds or last held a provisional driving licence unless that person is accompanied by a full licence holder aged 21 years or over and the accompanying full licence holder has held a full driving licence for at least 3 years; or
6. driven by, is in the charge of or was last in the charge of any person who does not meet the terms or conditions of his/her driving licence; or
7. used in an unsafe condition or while carrying an insecure load or while carrying a number of passengers that is likely to affect the safe driving of the vehicle; or

8. driven by **you** or any person insured to drive, should it be proved to **our** satisfaction that the driver was under the influence of alcohol or drugs at the time of such loss or damage occurring. A conviction under the relevant law (including a conviction for failing to supply a specimen of breath, blood or urine) shall be deemed to be conclusive evidence that the driver at the time of the loss or damage was under the influence of alcohol or drugs. In addition, **you** or any insured driver must repay all the amounts **we** have paid arising from the incident including any claimants' damages and costs.
9. driven by any person who fails to take medication as prescribed or carry out prescribed treatment or report for a medical examination recommended by a doctor where this inaction contributes to an accident.

General Exception 1 will not apply:

- if the **insured vehicle** has been stolen or taken away without your permission; or
- if the **insured vehicle** is temporarily in custody of a motor trader for repair or servicing; or
- being parked by an employee of a hotel, restaurant or commercial undertaking as part of a vehicle-parking service; or
- under General Exception 1.1 only, while the **insured vehicle** is being used for vehicle sharing purposes as defined in General Condition 9 of this policy.

2. Overseas use

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

General Exceptions (continued)

Additionally **we** will not make any payments in respect of any proceedings brought against **you** or judgement passed in any court outside of the **geographical limits**, unless the proceedings or judgement arise out of the **insured vehicle** being used in a foreign country which **we** have agreed to extend this insurance to cover and the proceedings or judgement are brought in such country.

3. Contractual liability

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

4. Radioactivity

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

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

5. War

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

6. Earthquake, riot and civil commotion

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

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

7. Use on airfields

We will not cover any liability in respect of:

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

8. Pollution

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

9. Terrorism

This policy does not cover any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological or radiological means, or anything connected with those means, and which is the direct or indirect result of **terrorism**, or anything connected with **terrorism**, whether or not such consequence has been contributed to by any other cause or event.

Terrorism is defined as any acts including, but not limited to:

- a) the use or threat of force and/or violence and/or harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm

General Exceptions (continued)

or damage by nuclear and/or chemical and/or biological and /or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

10. Hazardous goods

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

11. Unsafe loads

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

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

12. Mis-delivery

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

13 Cyber attack

We will not cover loss or damage to the **insured vehicle** caused by malware, worms, computer viruses or the insured vehicle's systems, **data** or **computer systems** being controlled without **your** authority.

General Conditions

These General Conditions apply to the whole of the insurance policy.

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

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

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

Your premium is based on information **you** supplied at the start of the insurance, subsequent alteration or renewal. **You** must tell **us** immediately of any change to that information, some examples are any changes to the **insured vehicle** which improve its value, attractiveness to thieves, performance or handling, any change of vehicle, change of occupation (including part-time), change of address (including where the **insured vehicle** is kept), change of drivers, if **you** or any drivers pass their driving test or sustain a motoring or non-motoring conviction or licence endorsement or fixed penalty endorsement or there is a change of main driver. If **your** premium has been calculated on a limited annual mileage basis **we** will seek evidence at the time of a claim to prove that **your** estimated annual mileage has not been exceeded. If **you** fail to supply appropriate evidence or evidence is provided

by **you** which shows that the estimated annual mileage has been exceeded **you** will be required to pay the additional amount of **excess** shown on the **endorsement** applying to **your** policy.

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

Fair Presentation of the Risk

- a) **You** must make a fair presentation of the risk to **us** at inception, renewal and adjustment of the policy.
- b) **We** may avoid the policy and refuse to pay any claims where any failure to make a fair presentation is:
 - i) deliberate or reckless; or
 - ii) of such other nature that, if **you** had made a fair presentation, **we** would not have issued the policy.

We will not return the premium paid by **you** where the presentation made is deliberate or reckless.
- c) If **we** would have issued the policy on different terms had **you** made a fair presentation, **we** will not avoid the policy (except where the failure is deliberate or reckless) but **we** may instead:
 - i) reduce proportionately the amount paid or payable on any claim, the proportion for which **we** are liable being calculated by comparing the premium actually charged as a percentage of the premium which **we** would have charged had **you** made a fair presentation; and/or
 - ii) treat the policy as if it had included

General Conditions (continued)

such additional terms (other than those requiring payment of premium) as **we** would have imposed had **you** made a fair presentation.

For the purposes of this clause references to:

- a) avoiding the policy means treating the policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the policy), the renewal date (where the failure occurs at renewal of the policy), or the adjustment date (where the failure occurs when the policy is adjusted);
- b) refunds of premium should be treated as refunds of premium back to the inception date, renewal date or adjustment date where applicable;
- c) issuing a policy should be treated as references to issuing the policy at inception, renewing or adjusting the policy where applicable.

Where this policy provides cover for:

- a) any person who is not the named insured; and
- b) that person would, if they had taken out such cover in their own name, have done so for purposes wholly or mainly unconnected with their trade business or profession.

We will not invoke the remedies which might otherwise have been available to us under this General Condition (Fair Presentation of the Risk) as against the insured, if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular person who is not the insured. However, if the person concerned or the insured on their behalf makes a careless misrepresentation of fact, **we** may invoke the remedies available to **us** under this General

Condition as against that particular person, as if a separate insurance contract had been issued to such person, leaving the remainder of the policy unaffected.

2. Looking after your vehicle

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

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

3. Having an MOT certificate

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

4. Accidents or losses

In the event of an accident or incident likely to give rise to a claim which is covered under the policy, **you** must as soon as possible telephone the 24 hour Claims Helpline (this must be within 24 hours of the incident occurring). Please also refer to Page 9 of this policy booklet 'What to do in the Event of an Accident' for further guidance. If the loss or damage is covered under the policy, the Claims Helpline operator will make arrangements to remove the **insured vehicle** to the nearest **approved repairer**, competent repairer or place of safety, and safeguard the **insured vehicle** and its contents.

General Conditions (continued)

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

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

If the **insured vehicle** is stolen and is no longer under **your** control **we** will remove it from the Motor Insurance Database (MID) until such time as it is recovered.

Important: If you are advised that your stolen vehicle has been recovered following its theft and it is roadworthy, it is important that you notify us immediately and before you drive the vehicle, so that we can reinstate it onto the Motor Insurance Database otherwise you run the risk of being stopped by the police as they may suspect the vehicle is not insured. We have the right to remove the insured vehicle at any time to keep claims costs to a minimum. If the insured vehicle is damaged beyond economical repair we will arrange for it to be stored safely at premises of our choosing.

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

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

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

5. Claims procedures

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

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

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

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

6. Cancellation

You can cancel **your** policy at any time by contacting Co-op Insurance on 03457 46 46 46. **Your** policy will be cancelled, and any refund of premium calculated, from the date **your** cancellation request is received, or from a later date as specified by **you**. If **you** are paying **your** premiums by instalments **you** must pay any balance of premium due. Cancelling the Direct Debit instruction does not mean **you** have cancelled the policy, **you** must still follow the instructions above.

General Conditions (continued)

Cancelling the policy within the reflection period

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

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

- If at the date of cancellation **your** policy has not yet commenced **you** will receive a full refund from **us**; or
- If **your** policy has already commenced, **we** will refund the **premium relating to the remaining period of insurance** calculated on a proportionate basis dependent on the number of days left to run under the policy.

Cancelling the policy after the reflection period

Cancellation by you

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

Cancellation by us

We can cancel this policy at any time if there are serious grounds to do so, including but

not limited to the following examples:

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

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

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

- the **insured vehicle** has not been the

General Conditions (continued)

subject of a total loss claim (i.e. written-off or stolen and not recovered);
and/or

- cancellation is not due to any fraudulent act by **you** or anyone acting on **your** behalf.

Please refer to General Condition 10 with regard to **our** cancellation policy involving fraudulent acts.

We also reserve the right to retain all premium paid for the current **period of insurance** in the event that a claim has been made against the policy during this period until such time as **we** recover any monies paid out by **us**.

Non-payment of premium

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

7. Total losses and stolen vehicles

If as a result of a claim the **insured vehicle** is determined to be a total loss or the **insured vehicle** has been stolen and not recovered, this policy will be cancelled without refund of premium unless **you** change **your** vehicle to another that would normally be acceptable to **us** or the stolen vehicle is recovered and is not a total loss.

In the event of the policy being cancelled due to the **insured vehicle** being a total loss or stolen and not recovered, and there being no replacement vehicle to insure (or if there is a replacement vehicle to insure which is unacceptable to **us**), all outstanding or overdue premiums, including any administration charge due, must be

paid immediately. **We** may at **our** discretion reduce the claims payment by the amount of outstanding or overdue premiums that **you** owe.

8. Right of recovery

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

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

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

9. Vehicle sharing

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

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

10. Fraud

You must not act in a fraudulent manner. If **you**, an authorised driver or anyone acting

General Conditions (continued)

on **you** behalf knowingly commit:

- a) a fraudulent act or submit a fraudulent document or make a fraudulent statement when obtaining this policy or at any other time during the policy period; or
- b) make a claim that is false, fraudulent or deliberately exaggerated, we will:
 - i) not pay the claim
 - ii) immediately cancel this policy and all other insurances currently in force with us with which you and any authorised driver are connected.
 - iii) not issue any refund of premium on this and all other insurances currently in force with us with which you and any authorised driver are connected.
 - iv) inform the police of the circumstances.

When cancelling this policy **we** reserve the right not to issue any postal notification of cancellation where it is known that the postal address has been used fraudulently.

11. Tax and registration

Your insured vehicle must be taxed where applicable and registered within the **geographical limits**.

12. Fees and charges

You will be charged for the administration and cancellation of **your** policy. The amount of any fee applicable will be shown in **your** Fees and charges schedule. Any premium adjustment following a change to **your** policy will include the relevant administration fee.

13. Payment of Your premium

To be entitled to cover under this policy **you** must pay the premium or any agreed instalment when asked.

If **you** pay annually by debit/credit card **your** payment will be taken upon issue of **your** policy. Should any changes be made

to **your** policy that increase **your** premium, a payment will be required by credit/debit card upon issue of that change. Where any changes are made that reduce **your** premium, a refund will be made to **you** upon issue of that change. If **you** fail to keep **your** premiums up to date **we** may cancel **your** policy as set out in the Cancellation section of **your** policy.

If you pay monthly by Direct Debit

Where **you** pay under a credit agreement by monthly Direct Debit, payments will be taken as detailed in **your** Payment Details document. When **your** policy is initially taken out a deposit will be taken from **your** credit/debit card upon issue of **your** policy.

Should any changes be made to **your** policy that affect **your** premium, **you** will receive an amended Payment Details document to outline **your** new payments under **your** credit agreement, unless **you** choose to pay any additional charge by credit/ debit card. Where any changes are made that increase **your** premium, **you** can choose to:

- i) Increase **your** Direct Debits to take into account the increased premium.
In these circumstances **you** will be granted additional credit through **your** existing credit agreement and a credit charge will be applied on the increase. Please see **your** credit agreement for further information; or
- ii) make a one-off payment by debit/ credit card

Should any changes be made to **your** policy that decrease **your** premium, **your** monthly Direct Debits will decrease accordingly.

You must make sure that **your** instalment payments are kept up to date. If **we** are unable to collect an instalment on the date

General Conditions (continued)

it is due, **we** will notify **you** in writing of the date that **we** will attempt to take payment again. If **we** are unable to collect this payment for a second time the outstanding amount will need to be paid by card. An Alternative Payment Method fee as detailed in **your** Fees and Charges Schedule will also apply. If this outstanding amount remains unpaid **we** will cancel **your** policy as set out in the Cancellation section of **your** policy.

Renewing your policy

We will send **you** a renewal invitation at least three weeks before **your** renewal date outlining the terms and conditions under which **your** policy may be renewed for the next 12 months, the premium required and any changes to **your** insurance cover. **Your** renewal invitation and premium will be based on the information **we** currently hold, **your** credit score at the time of renewal, and the cover **you** have previously selected, including any optional extras. Please contact **us** at least seven days before the renewal date if any of these details have changed or if **you** wish to make any changes to **your** policy.

i) Where **your** premium is paid annually by debit/credit card, **you** must contact **us** before the renewal date to arrange payment or set up a monthly Direct Debit. It is recommended that **you** make contact at least seven days before **your** renewal date so that **we** can issue **you** with **your** new **Certificate of Motor Insurance** before **your** cover runs out.

ii) Where **you** pay under a credit agreement with **us** by monthly Direct Debit, to ensure that there is no interruption in **your** insurance cover, **we** will automatically renew **your** policy. Monthly repayments will continue to be taken from the account details **we** hold,

starting from **your** renewal date. If **you** do not wish to renew **your** policy please contact **us** before **your** renewal date.

If **you** have paid **your** renewal premium but then decide to cancel **your** policy, provided that **you** tell **us** before **your** renewal date, **we** will refund what **you** have paid in full. If **you** cancel within 14 days of **your** renewal date **you** will be entitled to a refund of any premium paid less a proportionate charge for the number of days for which cover has been provided.

We reserve the right not to invite renewal of the policy and in such circumstances **we** will notify **you** in writing at least three weeks before **your** renewal date.

To pay **your** annual renewal premium or for renewal enquiries please contact Co-op Insurance on 0345 600 2918.

Our Service Commitment

What to do if you have a complaint

We are dedicated to delivering a first class level of service to all 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 the following explains the procedures for resolving **your** complaint:

If **you** have a complaint, please contact **us** at the address below:

Customer Relations
PO Box 1172
Whitstable
CT5 9DS

When contacting **us** 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 timeframe **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
Harbour Exchange Square
London
E14 9SR
Email: complaint.info@financial-ombudsman.org.uk

What you should know

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

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

Whilst **we** 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.

Our Service Commitment (continued)

Customer feedback

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

Customer Relations
PO Box 1172
Whitstable
CT5 9DS

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

Telephone Recording

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

Financial Services Compensation Scheme

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

Further information about the scheme is available on the FSCS website at:

www.fscs.org.uk

or by writing to:

FSCS
PO Box 300
Mitcheldean
GL17 1DY

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/aisl or by requesting a copy free of charge from **our** Data Protection Officer (contact details below).

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

Data protection officer

If **you** have any questions about how **we** use **your** data, or require a copy of **our** privacy policy, 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

Numbers to Call

Had an accident?

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

The procedure outlined below must be followed for all accidents, regardless of who was responsible. Even if **you** do not intend to make a claim for the damage to **your** vehicle **you** must still report the accident. Delay in notification may invalidate **your** right to claim.

Call 0345 999 8888

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

Calling straightaway provides **you** with benefits which may include the following (dependent on the level of policy cover **you** have) if you use our Approved Repairer service:

- **FREE courtesy vehicle** while **your** vehicle is being repaired (subject to availability).
- Windscreen repair/replacement.
- **FREE** collection and re-delivery.
- **FREE** vehicle cleaning service.
- Approved repairer's work is guaranteed all the time **you** own the **insured vehicle**

Does the accident involve a third party?

- Pass **your** details along with **your** policy number to the **third party**.
- If **you** are calling from the roadside an adviser may ask to speak to the **third party**, or ask **you** to request them to make contact on 0345 999 8888 within 1 hour.
- The **third party** may be entitled to a number of services free of charge (dependent on blame).

Useful Contact Information

For general enquiries or to make a change to your policy call **03457 46 46 46**

Lines open Mon to Fri 8am-8pm,
Sat 8am-5pm and Sun 9am-4pm
or visit: coop.co.uk/insurance

For renewal enquiries call **0345 600 2918**

Lines open Mon to Fri 8am-8pm,
Sat 8am-5pm and Sun 9am-4pm.

For claims including misfuelling or for details of your nearest approved repairer call

0345 999 8888

Lines open 24 hours a day, 7 days a week.

For windscreen repair or replacement call

0800 587 6887

Lines open 24 hours a day, 7 days a week or visit claims.markerstudy.com where you can book your appointment on-line.

Correspondence address:

Sales & servicing, PO Box 1170, Whitstable, CT5 9DQ

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