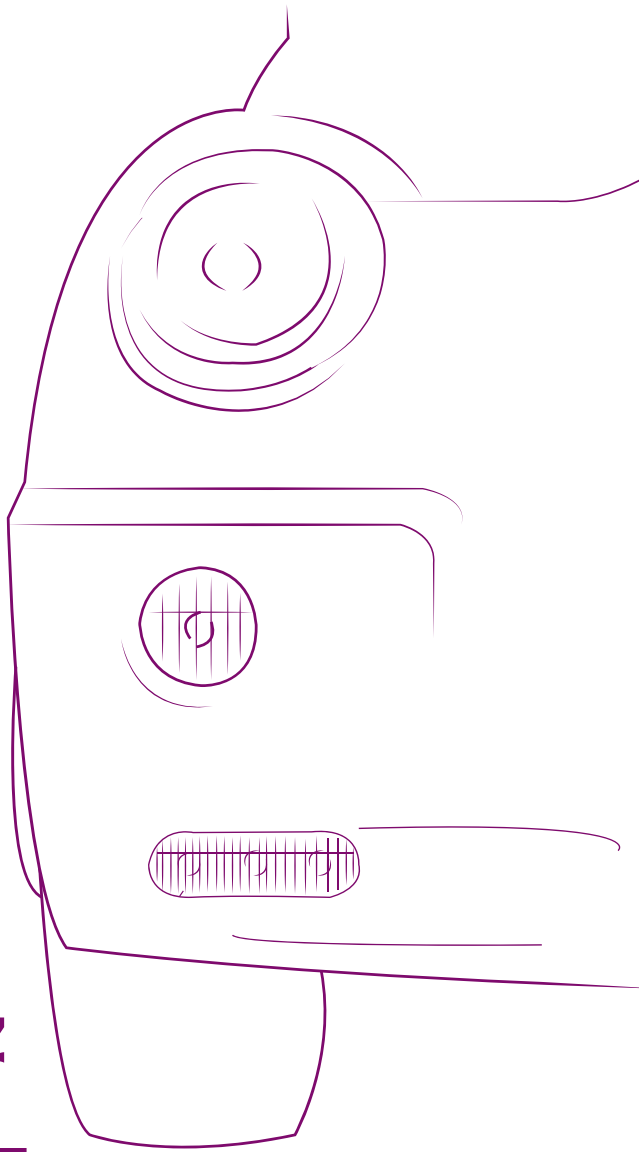


Private and Public Hire Insurance Policy

www.markerstudy.com





**If you have
had an accident,
call our 24 hour
Claims Helpline:
03330 436 497**

Please call within 24 hours of the accident, but ideally within 1 hour.
For Glass claims please visit: claims.markerstudy.com

Contents

Important Customer Information	3
What to do in the Event of an Accident	4
Introduction to Your Policy	5
Definitions	6 - 7
Insurance Provided - Guide to Policy Cover	8 - 10
Section A - Loss of or Damage to the Insured Vehicle	11 - 13
Section B - Loss of or Damage to the Insured Vehicle by Fire or Theft	14 - 16
Exceptions to Sections A and B	17 - 18
Section C - Liability to Other People	19
Exceptions to Section C	20
Section D - Glass Damage	21
Section E - Foreign Use of the Insured Vehicle	22 - 23
Section F - Public Liability	24
Section G - No Claim Discount	25
Section H - Protected No Claim Discount	25
Section I - Uninsured Driver Promise	26
General Exceptions	27 - 28
General Conditions	29 - 32
Our Service Commitment	33 - 34
How we use your information	35 - 37
Numbers to Call	38

Important Customer Information

3

These notes are for your guidance and do not form part of the insurance contract.

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

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

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

Guidance Notes

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

What to do in the Event of an Accident

These notes are for your guidance and do not form part of the insurance contract.

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.

Photographs: If it is safe 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.

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

Making contact following an accident

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

CALL 03330 436 497

Please call within 24 hours of the accident, but **ideally within 1 hour. This is regardless of whether you wish to make a claim under the policy or not.**

Your Accidental Damage Fire & Theft Excess will be increased to £1,250 if you do not report any incident within 24 hours.

Delay in notification of an incident to us may invalidate your right to claim.

Please quote your policy number and give all relevant information about the incident.

If your claim is due to theft, attempted theft or vandalism you must also inform the police and obtain a crime reference number.

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

- **FREE** collection and re-delivery
- **FREE** vehicle cleaning service
- Repairers' work guaranteed for three years
- Windscreen repair/replacement

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

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

Introduction to Your Policy

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

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

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

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

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

We have arranged to insure you against liability, loss or damage that may occur within the geographical limits of the policy during any period of insurance for which you have paid, or agreed to pay the premium. The cover provided is subject to the terms, conditions and exceptions contained in this policy document or in any endorsement applying to this policy document.

Nobody other than you (the Insured), us (Markerstudy Insurance Services Limited)

or the insurer has any rights that they can enforce under this contract except for those rights that they have under road traffic law in any country in which this insurance applies.

Unless specifically agreed otherwise, this insurance shall be subject to English Law.

The terms and conditions of this policy and all other information concerning this insurance are communicated to you in the English language and we undertake to communicate in this language for the duration of the policy.



Signed for and on behalf of the Insurers by:
Gary Humphreys
Group Underwriting Director
Markerstudy Insurance Services Limited

Several Liabilities Notice

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

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 or 0800 678 1100.

Definitions

The words or phrases shown below have the same meaning whenever they appear in this policy document or in the Certificate of Motor Insurance, Policy Schedule or Endorsements. So that you can easily identify these words and phrases they are shown in bold print throughout this policy document.

Approved Repairer

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

Certificate of Motor Insurance

A document, which is legal evidence of your insurance and is required by law and forms part of this contract of insurance. It shows the insured vehicle's registration number, 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.

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 wording.

Excess

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

Geographical Limits

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

Hazardous goods

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



Definitions (continued)

Insurance Intermediary

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

Insured Vehicle

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

In-vehicle communication, navigation and metering equipment

Permanently fitted radios, cassette, compact disc or DVD players, telephones, two-way communication radios and visual navigation equipment, taxi meters and taxi data heads. Portable items (such as radar detection equipment, personal digital assistants or portable GPS navigators), cassette tapes, compact discs or DVDs are not included within this definition.

Market Value

The value of the insured vehicle (including permanently fitted accessories) at the time of loss or damage compared with one of the same make, model, specification and condition. If the insured vehicle was first registered as new in a country other than the United Kingdom any assessment of market value will take into account that the vehicle has been individually imported into the United Kingdom but will not include any delivery costs incurred at the time of importation.

The market value will be assessed by an automotive engineer in conjunction with the published trade guides at the time of loss.

Period of Insurance

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

Policy Schedule

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

Proposal Form

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

Statement of fact or Statement of Insurance

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

Terrorism

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

We/Us/Our

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

Written down value

The value placed on your insured vehicle by the company who leased the vehicle to you under a lease agreement.

You/Your

The insured policyholder named in the policy schedule or 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 Private and Public Hire Insurance Policy that apply for each level of cover are as shown below. Cover is subject to any **endorsement** shown on your **policy schedule**.

Comprehensive

Sections A to G and I of this Private and Public Hire Insurance Policy apply.*

Third Party Fire and Theft

Sections B, C, E, F and G of this Private and Public Hire Insurance Policy apply.*

Third Party Only

Sections C, E, F and G of this Private and Public Hire Insurance Policy apply.*

The General Exceptions and General Conditions of this Private and Public Hire Insurance Policy apply to all levels of cover.

* Section H may also apply if shown on **your policy schedule**



Insurance Provided - Guide to Policy Cover (continued)

Notification of changes which may affect your insurance

To keep **your** insurance up to date please tell **us** straight away via **your insurance intermediary** about changes which may 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.
- **You** wish a new driver to be covered.
- **You** or any other driver passes their driving test.
- Someone who drives the vehicle gets a motoring or other conviction or fixed penalty endorsement or suffers from a medical condition or has a claim on another policy.
- The 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, meter, wheelchair ramp, hoists etc).
- A change of occupation (full or part-time) by **you** or any other driver.
- A change of postal address.
- A change of address at which the vehicle is kept.
- A change of garaging facilities/where the vehicle is normally left overnight.
- A change in the use of the vehicle.
- The vehicle is involved in an accident no matter how trivial.
- A change of the main user of the vehicle.

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

Guidance notes - 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 your insurance intermediary immediately 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.

This section will provide **you** with additional information when insuring **your** electric car, which is not referenced elsewhere in **your policy document**. If **you** have selected Comprehensive cover then all sections within the **policy document** apply to **you** and **your insured vehicle**.

Battery cover

Cover is provided as identified in this section irrespective if **you** own the battery or the battery is leased. If **you** lease the battery, then **you** need to know exactly what **your** responsibilities are. Please ensure **you** read all documentation **you** receive from the manufacturer so **you** fully understand what these are.

What is covered:

- damage to the battery caused by fire, theft or accident.

What is not covered:

- misuse of the car battery, including but not limited to, overcharging/undercharging and self-repair/replace; or
- cost to repair/replace a non-functional or faulty battery.

Charging cables and charging points

It is **your** responsibility to ensure that the charging cable is safeguarded against any trips or falls and/or injury to any persons or property, including malicious damage.

Charging on your driveway or in your garage

What is covered:

When **your insured vehicle** is being charged on **your** driveway or in **your** garage, **we** will cover:

- theft of, fire or accidental damage to **your** charging cable and a home charging point.
- liability to others.
- damage to **your insured vehicle** as a direct result of a charging point or cable unless **you** were aware of any fault to either of these items.

What is not covered:

- misuse of the charging cables, including but not limited to, overcharging/undercharging, deliberate acts and self-repair/replace; or
- cost to repair/replace faulty charging cables;
- cost to repair/replace faulty charging points;
- damage caused by knowingly using a faulty charging point or cable.

Charging away from your driveway or garage

What is covered:

When **your insured vehicle** is being charged away from **your** driveway or garage, **we** will cover:

- theft of, fire or accidental damage to the charging cable.
- liabilities to others.
- loss or damage to **your insured vehicle** as a direct result of a charging point or cable unless **you** were aware of any fault to either of these items.

What is not covered:

- misuse of the charging cables, including but not limited to, overcharging/undercharging, deliberate acts and self-repair/replace;
- cost to repair/replace faulty charging cables;
- any theft, fire, accidental or malicious damage to any charging point;
- cost to repair/replace faulty charging points.
- damage caused by knowingly using a faulty charging point or cable.

Section A - Loss of or Damage to the Insured Vehicle

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

What is covered

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

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

Under this section we may either:-

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

The most we will pay will be either:

- the **market value** of the **insured vehicle** immediately before the loss; or
- the cost of repairing the **insured vehicle** whichever is the lower amount; or
- the **written down value** or **market value**, whichever is lower, if **your insured vehicle** is under a lease agreement.

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 the United Kingdom we will not pay more than the purchase price paid by you at the time that you purchased the **insured vehicle**.

If the **insured vehicle** is deemed to be beyond economical repair the damaged vehicle becomes **our** property once a claim is met

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

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

In-vehicle communication, navigation and metering equipment

We will pay an amount of no greater than £750 in respect of any one occurrence for loss of or damage caused to permanently fitted **in-vehicle communication, navigation and metering equipment**.

Any amount payable in respect of **in-vehicle communication, navigation and metering 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.

Repairs

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

If you choose to use an alternative repairer:

- we will not guarantee the work after you have signed a customer satisfaction note and the **insured vehicle** has been returned to you by the repairer; and
- the most we will pay toward the cost of labour to repair the **insured vehicle** will be the labour rate quoted by our **approved repairer**. In these circumstances we may at our option settle the claim for repairs to the **insured vehicle** by making a cash payment based on the labour rate quoted by our **approved repairer** less the **excess** which applies to the claim.

If parts required for repairing the **insured vehicle** are not available in the United Kingdom **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 the United Kingdom.

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

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

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 or written down 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. We would recommend that you discuss any concerns that you may have with your insurance intermediary who may be able to supply you with details of products available to cover any shortfall.

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: <ul style="list-style-type: none"> • who holds a provisional driving licence; or • who holds an international driving licence; or • who holds and has held a full driving licence to drive the category of vehicle being driven issued either in a country within the geographical limits or a member country of the European Union but for less than one year. 	£150

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 inception date or last renewal date of the policy whichever is the later.

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

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

Protection and Recovery

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

- the cost of its protection and removal to the nearest **approved repairer**, competent repairer or nearest place of safety; and
- the cost of re-delivery after repairs to **your** home or business address;

whichever is the lower amount; and

- the cost of storage of the **insured vehicle** incurred with **our** written consent.

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

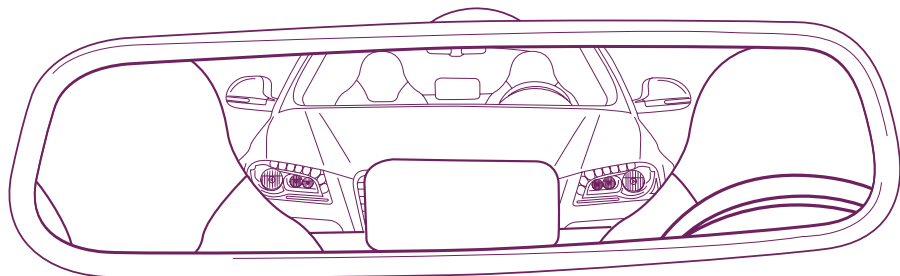
You should remove **your** personal belongings from the **insured vehicle** before it is collected from **you**.

In the event of a claim being made under the policy **we** have the right to remove the **insured vehicle** to an alternative repairer or 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 damage

- 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 you have an electric powered vehicle or your vehicle has a diesel engine or turbo charger. The policy does not pay for electrical faults and these are also likely to occur if you do drive through floodwater.
- If your vehicle is submerged do not try to start the engine. If possible get your vehicle pushed or towed out of the water and allow it to dry out. You may be lucky and the water may not have penetrated sufficiently to ruin the engine.

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



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 (other than fire by vandalism or malicious intent), lightning, self-ignition, explosion, theft or attempted theft.

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

Under this section **we** may either:

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

The most we will pay will be either:

- the **market value** of the **insured vehicle** immediately before the loss; or
- the cost of repairing the **insured vehicle** whichever is the lower amount; or
- the written down value or market value, whichever is lower, if **your insured vehicle** is under a lease agreement.

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 the United Kingdom **we** will not pay more than the purchase price paid by **you** at the time that **you** purchased the **insured vehicle**.

If the insured vehicle:

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

the lost or damaged vehicle becomes **our** property once a claim is met under the policy.

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

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

In-vehicle communication, navigation and metering equipment

We will pay an amount of no greater than £750 in respect of any one occurrence for loss of or damage to permanently fitted **in-vehicle communication, navigation and metering equipment** caused by fire (other than by vandalism or malicious intent), lightning, explosion, theft or attempted theft.

Any amount payable in respect of **in-vehicle communication, navigation and metering 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.

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

Repairs

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

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

- **we** will not guarantee the work after **you** have signed a customer satisfaction note and the **insured vehicle** has been returned to **you** by the repairer; and
- the most **we** will pay toward the cost of labour to repair the **insured vehicle** will be the labour rate quoted by **our approved repairer**. In these circumstances **we** may at **our** option settle the claim for repairs to the **insured vehicle** by making a cash payment based on the labour rate quoted by **our approved repairer** less the **excess** which applies to the claim.

If parts required for repairing the **insured vehicle** are not available in the United Kingdom **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 the United Kingdom.

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

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

Young and Inexperienced Driver Excesses

You will be responsible for paying the following amounts in respect of any claim relating to loss of or damage to **your insured vehicle** caused by fire (other than by vandalism or malicious intent), lightning, explosion, theft or attempted theft while the **insured vehicle** is being driven by or is in the charge 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	Excess Amount
Aged 20 years and under	£300
Aged 21 to 24 years inclusive	£200
Aged 25 years and over but: <ul style="list-style-type: none">• who holds a provisional driving licence; or• who holds an international driving licence; or• who holds and has held a full driving licence to drive the category of vehicle being driven issued either in a country within the geographical limits or a member country of the European Union but for less than one year.	£150

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 inception date or last renewal date of the policy whichever is the later.

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

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;

whichever is the lower amount; and

- the cost of storage of the **insured vehicle** incurred with **our** written consent.

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

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

In the event of a claim being made under the policy **we** have the right to remove the **insured vehicle** to an alternative repairer or 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 - Preventing Crime

- Don't give criminals an easy ride. Vehicle crime makes up 20% of all recorded crimes in the UK.
- Most thefts can be prevented - and it's in your interest and ours to take some simple precautions. Most things are common sense.
- Lock your vehicle and remove your ignition key/locking device when leaving it for even a short time e.g. at a petrol station or cashpoint machine.
- Vehicle thieves often steal the keys first especially if the vehicle has an immobiliser and break into houses just to access keys to steal the vehicle. Always keep keys secure even inside your home (do not leave keys where a burglar can easily find them such as on a shelf or hook).
- 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 next 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 insurance certificate 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.

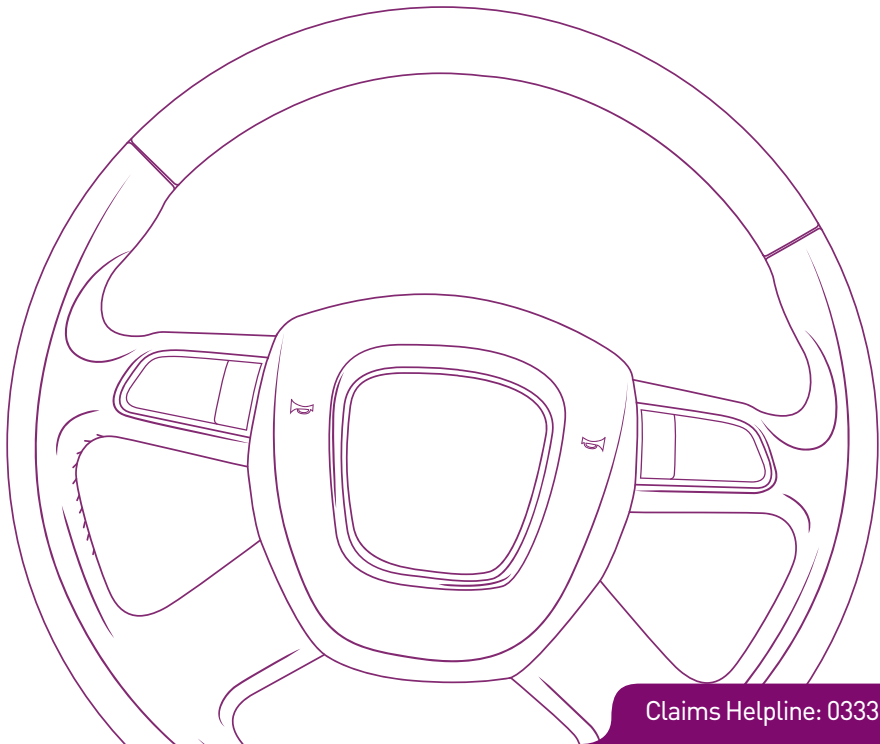
Exceptions to Sections A & B

What is not covered

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

- The first £1250 of any claim where **you** do not report any incident to the Claims Helpline within 24 hours of discovering the incident or where **you** have sought the involvement of any accident management company or third party claims handling company.
- The amount of any **excess** shown in the **policy schedule** or in this policy document or in any **endorsement** that applies.
- VAT if **you** are VAT registered.
- Indirect losses which result from the incident that caused **you** to claim, for example, **we** will not pay:
 - 1) compensation for **you** not being able to use the **insured vehicle**; or
 - 2) any additional costs relating to the testing or plating of a replacement vehicle if the **insured vehicle** is the subject of a total loss claim; or
 - 3) the cost of the upgrading of any replacement vehicle to comply with the current local authority regulations relating to the age and type of vehicle if the **insured vehicle** is the subject of a total loss claim.
- 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 resulting from the **insured vehicle** being repossessed by or returned to its rightful owner.
- Loss or damage to the **insured vehicle** as a result of:
 - 1) Lawful repossession
 - 2) Return to its rightful owner
 - 3) Seizure by the police or their authorised representatives
- Loss or damage caused by pressure waves from aircraft or any flying object.
- Loss of or damage to keys, lock or ignition activators, alarm or immobiliser activators.
- 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.
- Loss of or damage to the **insured vehicle** and/or **in-vehicle communication, navigation and metering equipment** while unattended arising from theft or attempted theft when:-
 - 1) ignition keys have been left in or on the **insured vehicle**, or
 - 2) the **insured vehicle** has not been secured by means of door and boot lock, or
 - 3) any window or any form of sliding or removable roof or hood have been left open or unlocked, or

- 4) the **insured vehicle** is fitted with a manufacturer's standard security device and the device is not operational or is not in use.
- Loss or damage resulting from incorrectly maintaining or fuelling the vehicle by not following manufacturer instructions. This includes adding an inappropriate type or grade of fuel, oil or other consumable.
 - Confiscation, requisition or destruction by or under the order of any Government or Public or Local Authority.
 - More than £250 (after the deduction of any **excess** that applies) in respect of sign-writing, advertisements, logos or specialist paintwork.
 - Damage to tyres caused by braking, punctures, cuts or bursts.
 - Loss or damage caused deliberately by **you** or by any person who is in charge of the **insured vehicle** with **your** permission.
 - Fire damage resulting from malicious acts or vandalism if the cover shown on **your** policy schedule is TPFT.
 - 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 or damaged caused by the misuse of the car battery, including but not limited to, overcharging/undercharging and self-repair/replace.
 - Cost to repair or replace a non-functional battery.
 - Cost to repair or replace faulty charging cables or faulty charging points.
 - 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** or an attached trailer or caravan:

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

Third Party Property Damage Limit

The most **we** will pay for property damage for any one claim, or series of claims arising out of any one event is £20,000,000. The most **we** will pay in costs for any one property damage claim or series of property damage claims arising out of any one event is £5,000,000.

Legal Costs

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

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

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

Emergency Medical Treatment

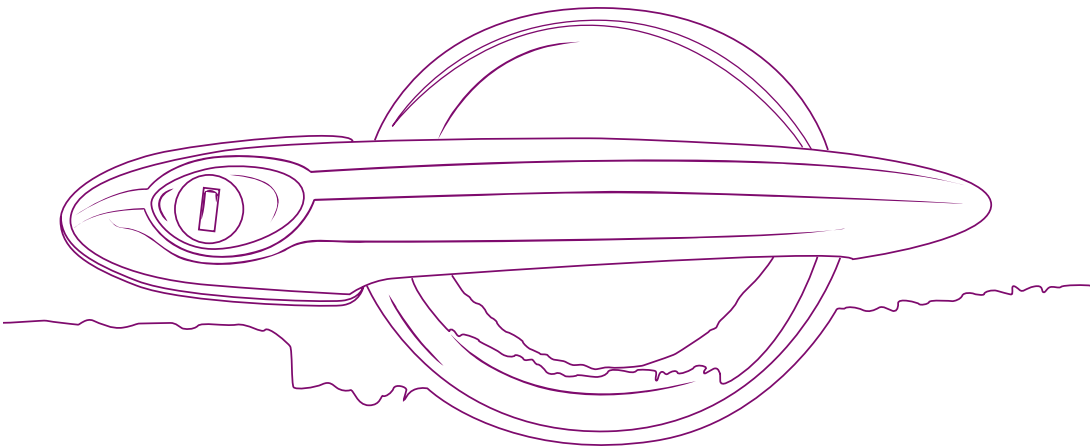
We will pay emergency treatment charges required by the Road Traffic Acts. If this is the only payment **we** make, it will not affect **your** No Claim Discount.

Exceptions to Section C

What is not covered

We shall not be liable:

- if the person claiming is otherwise insured, or
- for the death of or injury to the driver of the **insured vehicle**; or
- for loss or damage to property belonging to or in the care of any person insured under this section or for not being able to use any such property; or
- for damage to the **insured vehicle** or property in it or being conveyed in it or for not being able to use any such property; or
- for loss or damage to any trailer or caravan being towed by the **insured vehicle** or for any property carried in or on that trailer or caravan or for not being able to use any such trailer or caravan; or
- if the death of or bodily injury to any person covered under this section arises out of or in the course of his/her employment except where such liability must be covered under the Road Traffic Acts; or
- for death or bodily injury to any person being carried in or on any trailer or caravan; 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 a licence to drive the **insured vehicle** for the purpose for which it was being used; 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
- except as strictly required by the Road Traffic Acts for loss, damage or liability to any third party which arises when **you** or a named driver under the policy has custody or control of the **insured vehicle** for profit purposes and does not hold the requisite driver and/or vehicle licence(s) issued by the local licencing authority to use the **insured vehicle** for Private/Public Hire; or
- for loss or damage caused deliberately by **you** or any person who is in charge of the **insured vehicle** with **your** permission.



Section D - Glass Damage

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

What is covered

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

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.

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

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

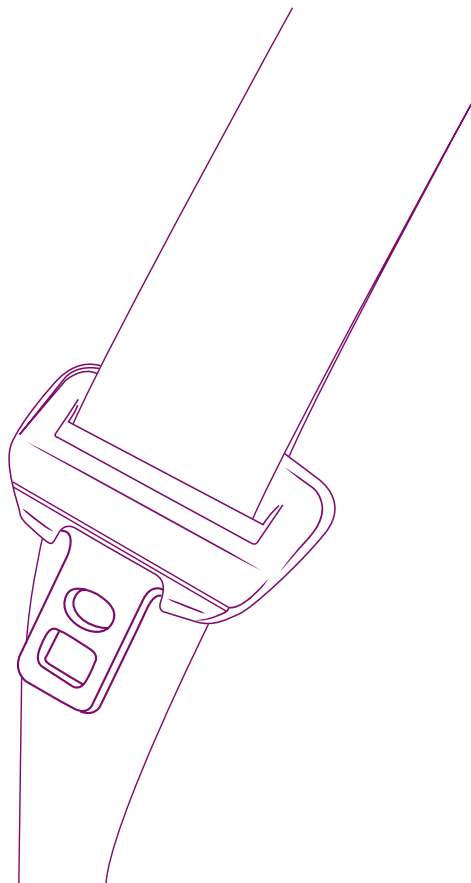
In the event of an incident likely to give rise to a claim for damaged glass please visit claims.markerstudy.com or contact our approved replacement service via our 24 hour Claims Helpline on 03330 436 497.

If **you** do not use our approved replacement service cover is limited to an amount of £75 (after the deduction of any **excess** that applies) in any one annual **period of insurance**, without loss of No Claim Discount.

What is not covered

- **You** will be required to pay the first £100 of each claim under this section in respect of a replacement windscreen or window. Where the windscreen or window can be repaired and does not require replacement, any claim for repair will not be subject to payment of an **excess**.

- We will not pay claims for mechanical items associated with the window mechanisms of the **insured vehicle** under this section.
- We will not pay the cost of importing parts or items of replacement glass that are not available in the United Kingdom.
- We will not pay claims for the repair or replacement of sunroofs, glass roofs, panoramic windscreens, lights/reflectors or folding rear windscreen assemblies under this section.
- Loss or damage caused deliberately by **you** or by any person who is in charge of the **insured vehicle** with **your** permission.



Section E - Foreign Use of the Insured Vehicle

What is covered

Legal minimum insurance

While the **insured vehicle** is in:

- any country which is a member of the European Union (EU); or
- any country which the Commission of the European Communities is satisfied has made arrangements of Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle,

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

Full policy cover

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

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

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

Any agreement by **us** to extend full policy cover beyond the limits above may be subject to an additional premium. Additional policy restrictions may also apply.

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

- insurance is automatically provided on the **insured vehicle** while it is being transported (including loading and unloading) between ports in countries where **you** have cover, provided the **insured vehicle** is being transported by rail or a recognised sea route of not more than 65 hours duration; and
- **we** will pay the cost of delivery of the **insured vehicle** to **you** after repairs in the country in which damage was sustained, or to **your** home address, whichever is the lower amount, if the damage cannot be repaired economically by the intended time of **your** return to the United Kingdom or if the vehicle is stolen and recovered after **your** return to the United Kingdom; and
- **we** will pay the amount of foreign customs duty for which **you** are liable as a direct result of loss or damage to the **insured vehicle** preventing its return to the United Kingdom.

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

Section E - Foreign Use of the Insured Vehicle (continued)

Guidance Notes - Going Abroad

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

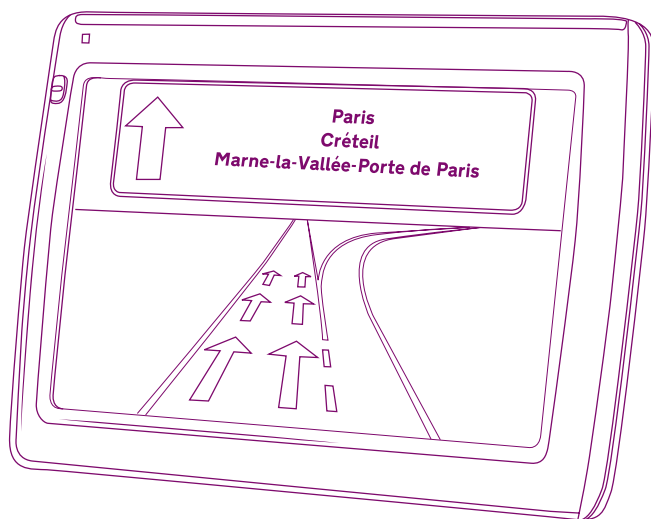
Unless you notify your insurance intermediary in advance of a trip abroad, the cover will be limited to the minimum cover you need under the law of the relevant country (EU minimum insurance). This minimum insurance will not provide any cover for damage to your vehicle.

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

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

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

If you are involved in any accident or incident whilst abroad please call the 24 hour Claims Helpline using the international dialling code for the UK: Telephone 0044 (0)1246 225001



Section F - Public Liability

What is covered

In addition to the cover provided by Section C of this policy in respect of the liabilities arising from the use of the **insured vehicle** we will also cover **your** legal liability to any public authority, company, firm or person (a 'principal') assumed by **you** or **your** driver under a contract or agreement but only as far as concerns the liability of the principal for any negligent act or omission of **you** or **your** driver. Cover only applies whilst **you** or **your** driver are engaged in the work which is the subject of the contract entered into between the contracting parties.

The most **we** will pay under this section for any one claim or series of claims arising out of any one event is £10,000,000 inclusive of costs and expenses.

For cover to apply under this section the accident or loss must be caused by **you** or one of the persons permitted to drive the **insured vehicle** as shown on the **certificate of motor insurance** (**your** 'authorised drivers').

Cover applies regardless of whether **your** authorised driver is employed by **you** or is contracted to **you** and working for **you** on a self-employed basis.

Payment can only be made under this section if **you** have reached prior agreement with the principal that the conduct and control of all claims arising under this section of the policy will rest with Markerstudy Insurance Services Limited.

What is not covered

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

- any legal liability arising from the ownership or occupation of any premises by **you** or **your** authorised driver; or
- death of or bodily injury to any person if such death or injury arises of or in the course of his/her employment; or
- any incident where **your** legal liability is insured by a policy either in **your** name or that of **your** authorised driver covering the same liability, loss or damage; or
- claims arising from wrongful arrest; or
- claims resulting from criminal and/or alleged criminal acts by **you** or **your** driver; or
- punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages in any other form whatsoever.

Section G - No Claim Discount

Section H - Protected No Claim Discount

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

Your No Claim Discount will not be affected in the following circumstances:

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

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

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

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

Guidance Notes - No Claim Discount

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

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

This section only applies if shown on your policy schedule

You must have proved that **you** have an entitlement to No Claim Discount.

You will not lose any of **your** No Claim Discount as long as **you** make no more than two claims in any five year **period of insurance**. If three or more claims are made in any five year **period of insurance** we will reduce the discount **you** receive in accordance with **our** No Claim Discount scale applicable at the time **your** policy is due for renewal.

Our agreement to protect **your** No Claim Discount does not mean that the premium cannot be increased at renewal of **your** policy to reflect an adverse claims record or driving history.

Section I - Uninsured Driver Promise

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

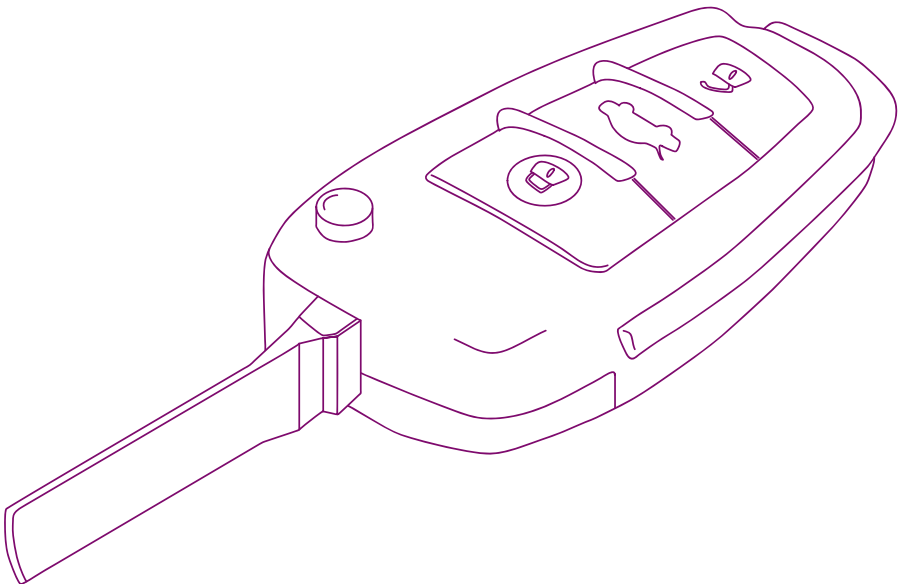
Uninsured driver promise

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.



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:

- 1.1 used for a purpose which is not permitted or is excluded by the **certificate of motor insurance**; or
- 1.2 used on the Nurburgring Nordschleife or any race track, racing circuit or prepared course unless **you** have told us about this and **we** have agreed to provide cover; or
- 1.3 driven by, is in the charge of or was last in the charge of anyone not permitted to drive by **your certificate of motor insurance** or temporary cover note or who is excluded by **endorsement**; or
- 1.4 driven by, is in the charge of or was last in the charge of anyone including **you** who is disqualified from driving or has never held a licence to drive a vehicle or is prevented by law from having a licence; or
- 1.5 driven by any person who holds or last held a provisional driving licence; or
- 1.6 driven by, is in the charge of or was last in the charge of any person who does not meet the terms or conditions of his/her driving licence; or
- 1.7 driven by **you** or any person insured to drive, should it be proved to **our** satisfaction that the driver was under the influence of alcohol or drugs at the time of such loss or damage occurring. A conviction under the relevant law (including a conviction for failing to supply a specimen of breath, blood or urine) shall be deemed to be conclusive evidence that the driver at the time of the loss or damage was under the influence of alcohol or drugs. 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.

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

General Exception 1 will not apply:

- if the **insured vehicle** has been stolen or taken away without **your** permission; or
- if the **insured vehicle** is in custody of a garage for repair or servicing.

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 E - Foreign Use (apart from the minimum cover required by law).

3. Legal proceedings

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

4. Contractual liability

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

5. Radioactivity

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

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

6. War

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

7. Earthquake, riot and civil commotion

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

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

8. Use on airfields

We will not cover any liability in respect of:

- 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.

9. Pollution

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

10. Terrorism

We will not cover loss, damage, liability, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any act of **terrorism** regardless of any other cause or event contributing at the same time or in any other sequence to the loss.

11. 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.

12. Unsafe loads

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

- 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.

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 and avoiding misrepresentations

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** via **your insurance intermediary** 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 vehicle is kept), change of drivers, if **you** or any drivers pass **your** driving test or sustain a motoring or non-motoring conviction or fixed penalty endorsement or there is a change of main driver.

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

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

You will not be entitled to any refund of premium under any policy.

2. Looking after your vehicle

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

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

3. Having an MOT certificate

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

4. Licensing and Local Authority Regulations

You and any named driver, who is using the insured vehicle for profit, must at all times be in possession of a valid Private/Public Hire Licence, comply with the local authority licencing regulations and the insured vehicle must display a valid licence plate in accordance with such regulations. Failure to comply with these terms may result in all cover under this policy being cancelled and of no effect except for cover as strictly required by the Road Traffic Acts.

5. Accidents or losses

a) Notification

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 our 24 hour claims helpline (this must be within 24 hours of the incident occurring).**

We will increase the Standard Accidental Damage Fire & Theft Excess as shown on the Policy Schedule to £1250 if you fail to meet the following requirements:

- You must immediately notify all incidents (irrespective of your intention to claim under this policy) to the 24 Hour Claims Helpline on 03330 436 497 and in any case within 24 hours of the discovery of any incident or accident.
- All incidents must be reported directly to us without the involvement of any accident management company or third party claims handling company.

Please also refer to Page 4 of this policy booklet 'What to do in the event of an accident' for further guidance.

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

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

If your claim is due to theft, attempted theft, malicious damage or vandalism, you must also notify the police and obtain a crime report number.

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

b) Additional requirements for making a claim

Wherever possible **you** must:

- notify **us** of the accident or incident in person; and
- use **our approved repairer** to undertake repair work; and
- supply full details of the accident or incident and include the names and addresses of all third parties, passengers and witnesses.

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.

6. 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.

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 and will have full discretion in the conduct of such proceedings.

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.

7. Cancellation

Cancelling the policy within the reflection period

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

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

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

General Conditions (continued)

dependant on the number of days left to run under the policy less a charge of £30 plus Insurance Premium Tax if applicable to cover **our** administration costs.

We also have the right to cancel this policy within the reflection period 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.

Cancelling the policy after the reflection period

Cancellation by Us

We or your **insurance intermediary** can cancel this policy if there are serious grounds to do so, for example:

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

- where **you** or any named driver are using the **insured vehicle** for profit and are not in possession of a valid Private/Public Hire Licence or are not complying with the local authority licencing regulations or the **insured vehicle** is not displaying a valid licence plate in accordance with such regulations.

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 on a pro rata basis. An administration charge of £30 plus Insurance Premium Tax if applicable will apply. A refund of premium is only available as long as:

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

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

Non-payment of premium

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

Cancellation by you

You or **your insurance intermediary** can cancel this policy either from the date **we** are notified in writing or a later date as requested by **you**. Providing there have been no claims in the current **period of insurance** **we** will refund the premium calculated on a pro rata basis less our administration charge of £30 plus Insurance Premium Tax if applicable.

Guidance Notes - Policy Cancellation

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

8. Total Losses and stolen vehicles

If as a result of a claim the **insured vehicle** is determined to be a total loss or **your** 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 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 **us**.

9. 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.

10. Fraud

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

Our Service Commitment

What to do if you have a complaint

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

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

If you have a complaint, please contact:

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

or complete our online form which can be found at complaintsform.markerstudy.com/ or call us on 0344 705 0633

When contacting Markerstudy Insurance Services Limited please provide:

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

We will make every effort to resolve your complaint by the end of the third working day after receipt. If we cannot resolve your complaint within this time frame we will acknowledge your complaint within five working days of receipt and do our best to resolve the problem within four weeks by sending you a final response letter. If we are unable to do so, we will write to advise you of progress and will endeavour to resolve your

complaint in full within the following four weeks. If we are still unable to provide you with a final response at this stage, we will write to you explaining why and advise when you can expect a final response. At this point you may refer your complaint to The Financial Ombudsman Service at the following address:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Email:
complaint.info@financial-ombudsman.org.uk

What you should know

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

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

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

Customer feedback

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

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

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

Telephone Recording

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

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

Your insurance intermediary

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

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 or by requesting a copy from our Data Protection Officer (contact details below). This section provides you with some basic information and explains:

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

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

How we may collect your information

We may collect details about you from

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

What information we may collect about you

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

How we may share your information

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

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

How we may use your information

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

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

We give details about some of these processes below.

Driving Licence checks

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

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

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

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

Providing you with details on our Products and Services

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

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

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

Motor Insurance Database

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Bureau (MIB). MID and the data stored on it, including your personal details, may be looked at and used by certain statutory and/or authorised bodies including the Police, the DVLA, the Insurance Fraud Bureau and other bodies permitted by law.

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

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

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

Fraud Prevention and Detection

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

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

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

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

Claims History

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

The aim is to help us to check information provided and also to prevent fraudulent claims. When you tell us about an incident we will pass information relating to it to these databases. We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal.

Credit Searches and Accounting

To ensure insurers and credit providers have the necessary facts to verify your identity, help prevent fraud and carry out risk profiling which allows them to calculate your premium and payment options, they may obtain information about you, any person named on the application and your home or vehicle from publicly available sources and trusted third parties when you ask for a quote, when preparing your renewal and sometimes if you change your cover in order to offer you a monthly credit payment option. This may include a quotation search from a credit reference agency (CRA). This will appear on your credit report and will be visible to other credit providers. It will be clear it is a quotation and not a credit application by you. The identity of credit reference agencies and the ways they use and share personal information are explained in more detail at <https://www.transunion.co.uk/crain>, <https://www.equifax.co.uk/crain> or <https://www.experian.co.uk/crain/index.html>. You can also check the information they hold about you.

You should be aware that insurers exchange information through various databases to help check information provided and to prevent fraudulent claims. Specifically, MIB hosts the Claims and Underwriting Exchange (CUE) which holds a record of incidents reported to insurance companies by policyholders and third-party claimants. Insurers may validate the information provided by you, both about yourself and about any other person named on the application, against the information held on CUE and against other databases hosted by MIB. Insurers may use this information to consider whether to accept the risk. For details relating to information held about you on the Claims and Underwriting

How we use your information (continued)

37

Exchange please visit <https://www.mib.org.uk/managing-insurance-data/mib-managed-services/cue-miafr/>

Transfers

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

Your Rights as a Data Subject

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

Data Protection Officer

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

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

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 to us.

Delay in notification may invalidate your right to claim.

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

Please call as soon as it is safe to do so but within 24 hours of the incident

For Glass Claims

For glass claims visit claims.markerstudy.com where you can book your appointment on-line.

Does the accident involve a third party?

- If you are calling from the roadside we may ask to speak to the third party, or ask you to request them to contact us on **03330 436 497** within 1 hour.
- The third party may be entitled to a number of services free of charge (dependant on the circumstances of the accident).

Private and Public Hire Insurance Policy

www.markerstudy.com