



# MOTOR FLEET INSURANCE POLICY



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## **MOTOR FLEET INSURANCE POLICY**

Insurance has been effected between Us, (Markerstudy Insurance Company), and You, Our Insured and this document is evidence of that Insurance.

The contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. We may cancel or change any part of the contract without getting anyone else's permission. The information and statements provided in the proposal form or statement of insurance and the declaration, which You have made to Us and signed, has been relied upon by Us in deciding whether to accept the insurance and deciding the premium to be charged.

We have agreed to insure You under the terms, conditions, and exceptions contained in this booklet and accompanying Certificate of Motor Insurance and the accompanying Schedule, which shows the Endorsements applicable. The insurance provided by these documents covers liability, loss or damage that occurs during any Period of Insurance for which You have paid, or agreed to pay the premium.

## **OUR COMMITMENT TO YOU**

If You decide You do not want to accept this insurance, return the certificate, policy booklet and/or Schedule within 14 days of receiving it, to Your insurance advisor. Providing there have been no incidents which might lead to a claim, We will refund Your premium, after deducting an administration charge and the cost of the insurance provided.

Markerstudy Insurance Company Limited; licensed by the Commissioner of Insurance under the Insurance Companies Ordinance to carry out insurance business in Gibraltar.

Signed on behalf of the Insurer



Gary Humphreys  
Group Underwriting Director  
Markerstudy Insurance Company Limited

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

Authorised Insurers, registered in Gibraltar No 78789. Registered Office: 846-848, Europort, Gibraltar.

Markerstudy Insurance Company Limited is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting insurance business in the UK (No. 206322).

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

## **SEVERAL LIABILITIES NOTICE**

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

## **DEFINITION OF WORDS AND PHRASES**

Whenever they appear in this document the following words, which are listed in alphabetical order, carry the same meaning:-

### **Agricultural Vehicle(s)**

means any tractor or self-propelled implement used solely for agricultural or forestry purposes.

### **Articulated Vehicle(s)**

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

### **Broker / Adviser / Intermediary**

Your appointed agent for this contract.

### **Certificate of Motor Insurance**

means documentary evidence that You have the minimum motor insurance necessary to comply with the relevant law and which describes Your Vehicles, who may drive them and the purpose they may be used for.

### **Endorsement**

means a change in the terms of insurance, which alters the standard wording.

### **Excess**

means a contribution by You towards each and every claim on this insurance.

### **Fire**

means Fire, lightning, explosion, or self-ignition.

### **Goods Carrying Vehicle(s)**

means any motor vehicle manufactured and used for the carriage of goods.

### **Hazardous Goods**

Any goods covered under the United Nations Model Regulations on the Transportation of Dangerous Goods 14th revised edition (2005) or any subsequent amendment.

### **Hire Car(s)**

means any passenger carrying motor vehicle with not more than eight passengers seats and licensed for the carriage of passengers for hire and reward.

### **Malicious Damage/Vandalism**

means damage caused as a result of an intentional or reckless act.

### **Market Value**

means the cost of replacing Your Vehicle with one of similar type, age and condition at the time of loss or damage as assessed by Us.

### **Motor Car(s)**

means any private passenger-carrying vehicle with less than eight passenger seats.

### **Motor Cycle(s)**

means any motorcycle, moped or motorcycle and sidecar.

### **Motor Policy**

means the documents consisting of Your Statement of Insurance and /or Proposal Form, Our Motor Fleet Insurance Policy, Your Certificate and /or Schedule and any Endorsements.

### **Period of Insurance**

means the period shown in Your Statement of Insurance and /or Schedule and Certificate for which We have agreed to cover You and for which You have paid or agreed to pay a premium.

### **Personal Effects**

Property which is worn or used in everyday life and which belongs to You or any passenger or driver of Your Vehicle.

### **Road Traffic Act**

means legislation which includes details of the minimum cover for which motor insurance is required in the United Kingdom.

### **Schedule**

means the document showing details of the vehicle(s) we are insuring and the cover, which applies for the period of time stated. This document may be replaced by an amended Schedule when there is change in the terms.

### **Special Type(s)**

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

### **Theft**

means Theft, attempted Theft, or the taking of Your Vehicle without Your consent.

### **Trade Plate(s)**

means any valid trade licence plate issued by a Vehicle Licensing Authority.

### **Trailer(s)**

means a trailer, semi trailer, or container used for carrying goods but which cannot be driven itself.

### **United Kingdom / UK**

means England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands (including transit by sea, air, rail within and between these places).

### **We / Us / Our / the Insurer**

Markerstudy Insurance Company Limited.

### **You / Your**

means the company or person(s) named as "the insured" in the Schedule, or as "the policyholder" in any Certificate of Motor Insurance or renewal notice applying to this insurance.

### **Your Vehicle(s)**

means any motor vehicle (including standard accessories, spare parts and components) specified in the Schedule or described in the current Certificate of Motor Insurance (and under Section 1 only, an attached caravan or trailer).

## COVER PROVIDED

The cover provided for You by this document is shown in the Schedule and determines which sections of the document apply.

<b>Cover Provided</b>	<b>Sections which apply</b>
Comprehensive Third Party Fire & Theft	All Sections apply and the General Exceptions and General Conditions. Section 1 and Section 2 (except accidental or malicious damage, vandalism or arson) and Section 3 and Section 4 and the General Exceptions and General Conditions.
Third Party Only Fire & Theft	Sections 1, 3 and 4 and the General Exceptions and General Conditions. Section 2 (except accidental or malicious damage, vandalism or arson) and Section 4 and the General Exceptions and General Conditions.

Exceptions to Your insurance cover are printed in red.

## NOTICE CLAUSE

All communications and Notices to Us should be addressed to our service providers in the United Kingdom

Markerstudy Limited:-

**Markerstudy House,  
45 Westerham Road,  
Bessels Green,  
Sevenoaks,  
Kent  
TN13 2QB**

## EU DISCLOSURE CLAUSE (UK)

Law applicable to the policy.

The parties to a contract of insurance covering a risk situated in the United Kingdom are permitted to choose the Law applicable to the contract. This Motor Policy is governed by English Law.

## WHAT TO DO IF YOU HAVE A COMPLAINT

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

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

The resolution of complaints in relation to your policy (or any claim made under it) is delegated to our service providers in the United Kingdom, Markerstudy Limited. If you have a complaint, please contact our service providers at the address below:

**Markerstudy Customer Relations Markerstudy Limited  
PO Box 727  
Chesterfield  
S40 9LH  
Tel: 0344 705 0633  
Email: [complaints@markerstudy.com](mailto:complaints@markerstudy.com)**

When contacting Markerstudy Limited please provide:

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

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

**The Financial Ombudsman Service**  
**Exchange Tower**  
**London**  
**E14 9SR**

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

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

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

#### **Customer feedback**

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

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

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

#### **Telephone Recording**

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

## **SECTION 1 - LIABILITY TO OTHERS**

Indemnity to You and other persons

If there is an accident involving Your Vehicle We will indemnify You for any amount that You are legally liable to pay for:-

- Death of or bodily injury to other people;
- Damage to property

as a result of any accident You have while You are driving, using, in charge of Your Vehicle, or while You are loading and unloading Your Vehicle.

In the same way we will also indemnify the following people:-

- Any person permitted by the Certificate of Insurance to drive Your Vehicle;
- The legal personal representative of any person covered under this section in the event of his death and in respect of liability incurred by such person;
- At Your request any person using (other than the person driving) Your Vehicle with Your permission for social, domestic and pleasure purposes;
- Any accidents caused by any passenger whilst travelling in, getting into or out of Your Vehicle.

Provided that the person claiming indemnity:-

- Is not entitled to indemnity under any other policy;
- Shall, as though they were the Insured, observe, fulfil and be subject to the Policy terms, exclusions and conditions in so far as they apply.

### **PROPERTY DAMAGE LIMIT**

The most we will pay for damage to property of any other person is:-

- £20,000,000 for claims arising from any one accident involving Your Vehicle if it is a Motor Car or Motor Cycle;
- £5,000,000 for claims arising from any one accident involving Your Vehicle if it is a Goods Carrying Vehicle, Articulated Vehicle, Agricultural Vehicle, or a Special Type.
- £1,000,000 for claims arising from any one accident involving Your Vehicle if it is carrying Hazardous Goods.

The most we will pay for costs for any one claim or claims arising out of any one incident is £5,000,000.

### **LEGAL FEES AND COSTS**

Subject to prior agreement in writing by Us, We will pay for:-

- Solicitor's fees for representation at any Court of summary jurisdiction or at any Coroner's Inquest or Fatal Inquiry;
- The costs of legal services arranged by Us for defending a charge of manslaughter, causing death by reckless or dangerous driving;
- All other costs and expenses incurred with Our written consent.

We will not pay for any legal fees unless they arise from an accident covered under this insurance.

### **EMERGENCY TREATMENT**

We will pay for emergency treatment that is needed under the Road Traffic Act following an accident involving any vehicle, which is covered by this insurance.

### **TOWING OF DISABLED VEHICLES**

The cover provided by this section permits the towing of any one disabled mechanically propelled vehicle. We will not be liable for any loss of or damage to the property contained therein.

### **UNAUTHORISED MOVEMENT OF THIRD PARTY VEHICLES**

The cover provided by this section extends to cover the unauthorised movement of Third Party Vehicles by drivers permitted by this insurance to drive Your Vehicle.

### **UNAUTHORISED MOVEMENT OF YOUR VEHICLES**

The cover provided by this section extends to apply in respect of liability as defined herein arising out of the unauthorised use of Your Vehicle by any person in Your employ.

### **INCLUDING UNLICENSED DRIVERS WHEN A LICENCE IS NOT REQUIRED BY LAW**

The cover provided by this section extends to apply whilst an unlicensed driver is driving Your Vehicle when a licence is not required by law provided always that such person is driving on the order of or with Your permission and is of an age to hold a licence application to the type of vehicle being driven.

### **INDEMNITY TO PRINCIPALS**

The cover provided by this section extends to indemnify You in respect of liability assumed by You under an agreement with any person (herein called the principal) for the execution of works or services or in connection with access to any premises or road in the ownership or occupation of the principal. Provided that:-

- You have arranged with the principal for the conduct and control of all claims for which We may be liable by virtue of this Endorsement to be vested in Us;
- We shall not be liable by virtue of this Endorsement in respect of:-
  - Liability, which attaches to the principal by virtue of an agreement, which would not have attached in the absence of such agreement;
  - Damage to property belonging to or held in trust or in the custody or control of the principal for any sum in excess of the amount required to indemnify the principal;
  - Liability, which arises other than by reason of the negligence of You or an employee of You.

### **CROSS LIABILITY CLAUSE**

If this document is issued in the name of more than one party the cover provided by this section shall apply as if separate documents had been issued to each of the parties jointly named as the policy holder but Our total liability for all claims shall not exceed the limits of indemnity stated in this document.

### **TRAILERS**

The cover provided under this section shall apply to any trailer owned by You or in Your custody or control whilst attached to Your Vehicle or if accidentally detached during the course of a journey.

Provided that full details of all such trailers have been given to Us, We will also cover them whilst they are detached from Your Vehicle but they must be out of use and must remain on or about Your securely locked premises. We will also cover them whilst they are temporarily detached during the course of a journey.



## **EXCEPTIONS TO SECTION 1**

### **Under this section We will not be liable**

- If the death or bodily injury to a person arises out of or in the course of their employment by any person entitled to indemnity under this section except as required by the Road Traffic Acts or any applicable EU Directive;
- To indemnify any person if that person is entitled to indemnity under any other insurance;
- For damage, loss of use or any other indirect loss in respect of any insured vehicle in connection with which indemnity is provided by this Section;
- For damage to property exceeding the limits stated in Section 1 in respect of any one claim or series of claims arising out of one cause;
- For death of or bodily injury to any person driving or in charge for the purpose of driving Your Vehicle if the death or bodily injury occurred as a result of that person having driven the vehicle;
- For loss or damage to any property or animals owned by or in the trust, custody or control of You or any person entitled or claiming to be entitled to indemnity under this section;
- For any claim (other than arising under the provision of the Road Traffic Acts) for loss of or damage to property or animals being conveyed by Your Vehicle or any trailer owned by or in the care of any person indemnified by this section;
- For loss of or damage to any load or to any trailer being conveyed by You or to any load being loaded onto or unloaded from Your Vehicle or any trailer;
- For death, injury or damage to property caused or arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of Your Vehicle by any person other than Your driver or other employee;
- For any claims resulting directly or indirectly from misdelivery when loading or unloading Your Vehicle;
- For damage to premises belonging to or in the occupation of You;
- For any accident arising out of the operation as a tool of any trailer or special type vehicle except as required by the Road Traffic Acts;
- For death, bodily injury or damage arising out of discharge, spillage, leakage or seepage from Your Vehicle;
- For fines, penalties, punitive or exemplary damages;
- For death, bodily injury, illness, loss or damage when such death, bodily injury, illness, loss or damage arises directly or indirectly out of pollution or contamination however caused except as required by the Road Traffic Acts or by the law of any country in which We have agreed to provide cover under this policy.

For any loss or damage caused deliberately by you or by any person who is driving the insured vehicle with your permission.

## SECTION 2 - LOSS OF OR DAMAGE TO YOUR VEHICLE

Subject to the cover provided as stated on Your Schedule We will insure You in respect of loss or damage (less any Excess that applies) caused by:-

- Accidental damage, Malicious damage and Vandalism caused by any person not in Your employ;
- Fire, self-ignition, lightning or explosion;
- Theft or attempted Theft.

(If You have Third Party Fire & Theft cover as shown on your Schedule then damage caused by malicious or accidental damage, vandalism or arson are not covered).

Your Vehicles standard accessories, spare parts or components (including the makers standard tool kit and safety equipment) are covered in the same way. The cover only applies if they are with Your Vehicle, kept in or on Your Vehicle and fall within the maximum amount We pay.

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.

If the keys or lock transmitter to Your Vehicle are stolen We will pay up to £200 towards the cost of replacing the door locks and/or boot lock, ignition, steering lock, the lock transmitter and central locking interface, providing it can be established that the identity of where the Vehicle is normally kept overnight is known to the person(s) in receipt of such keys or transmitters. This payment is over and above, the payment of any Excesses shown on Your Schedule or policy wording.

For a claim under this Section We may at Our discretion either:-

- Pay for the damage to be repaired;
- Pay the cash value to replace the lost or damaged item;
- Pay no more than the last list price of parts no longer available as new;
- Replace the lost or damaged item;

The repairer or We may use parts which have not been supplied by the manufacturer.

If Your Vehicle is owned by somebody else or is the subject of a hire purchase agreement We will make any cash payment to the legal owner unless the owner specifically agrees otherwise.

The maximum amount payable in all under this section will be either:-

- The Market Value of Your Vehicle immediately before the loss (including its accessories, spare parts and components) up to the value shown in the Schedule (the damaged Vehicle will then belong to Us); or
- The cost of repairing the Vehicle less any applicable policy Excess.

whichever is the lower amount.

If Your 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 Your Vehicle.

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

If the insured vehicle is owned by somebody else (and we are aware of this and have agreed to provide cover on this basis) we will make any cash payment up to the maximum amount payable as described above to the legal owner unless the owner specifically agrees otherwise.

If Your Vehicle is the subject of a Hire Purchase Agreement We will pay up to the maximum amount payable as described above. This payment will be made to the Hire Purchase Company as owner, whose receipt shall be a discharge of any claim under this section. If You owe less than the proceeds of Your claim, We will pay You the difference.

## **TRANSPORT OF YOUR VEHICLE AFTER A COVERED LOSS**

If Your Vehicle cannot be driven following an incident leading to a valid claim under this section,

We will pay:

- the cost of its protection and removal to the nearest competent repairer, approved repairer or nearest place of safety; and
- the cost of re-delivery after repairs to Your home or business address, whichever is the lower amount; and
- the cost of storage of Your Vehicle incurred with Our written consent.

If Your 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 Your Vehicle before it is collected from You.

In the event of a claim being made under the policy We have the right to remove Your 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.

## **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 Your Vehicle has been returned to You by the repairer; and
- We will not pay more than the cost of repairs had the work been undertaken by Our approved repairer. In these circumstances We may at Our option settle the claim for repairs to Your Vehicle by making a cash payment for the amount quoted by Our approved repairer less the Excess which applies to the claim.

If parts required for repairing Your Vehicle are not available within 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 within the United Kingdom.

We may at Our option use parts that have not been supplied by the original manufacturer to repair Your 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 Your 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.

## **TOTAL LOSSES**

If as a result of a claim Your Vehicle or Trailer is determined to be a total loss, the premium in respect of the specific vehicle or Trailer will be exhausted and any replacement vehicle or Trailer will attract an additional premium.

## **REPLACEMENT LOCKS**

If the keys or lock transmitter to Your Vehicle are stolen We will pay up to £200 towards the cost of replacing the door locks and/or boot lock, ignition, steering lock, the lock transmitter and central locking interface, providing it can be established that the identity of where Your Vehicle is normally kept overnight is known to the person(s) in receipt of such keys or transmitters. This payment is over and above, the payment of any Excesses shown on Your Schedule or policy wording.

## **WINDSCREEN DAMAGE (COMPREHENSIVE COVER ONLY)**

**For windscreen claims telephone: 0800 387565**

You may claim for damage to Your Vehicle's windscreen or windows and for any bodywork scratched by broken glass from the windows or windscreen. This benefit does not apply to plastic windows of a convertible roof, damaged sun roofs, roof panels, lights or reflectors whether glass or plastic.

- If Our approved replacement service is used, cover applying is unlimited but subject to any policy Excess as stated on Your Schedule;
- In the event of the windscreen or windows being repaired rather than replaced by Our approved replacement service cover applying is unlimited but subject to any policy Excess as stated on Your Schedule.
- If You do not use Our approved replacement service You will be required to pay the first £250 of each claim under this section in respect of the replacement of (or repairs to) a windscreen or window.
- We will not pay claims for mechanical items associated with the window mechanisms of Your Vehicle under this section.
- We will not pay the cost of importing parts or items of replacement glass that are not available within 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.
- We will not cover any loss or damage caused deliberately by You or by any person who is in charge of Your Vehicle with Your permission.

## EXCEPTIONS TO SECTION 2

### Under this section We will not be liable for:-

- The amount of any Excess shown in the Schedule;
- Any loss of or damage to Your Vehicle or its contents by Theft or attempted Theft or any unauthorised person taking it unless:-
  - it is securely locked and the ignition key is removed whilst it is unattended;
  - all windows, roof panel (or the roof of a convertible vehicle) are closed;
  - electronic or mechanical security devices are set;
  - reasonable precautions have been taken to protect it.
- Loss of use, wear and tear, depreciation or indirect loss which are not directly associated with the incident that causes You to claim;
- Mechanical, electrical, electronic, computer software faults, failures, breakdowns, breakages or malfunctions or any loss or damage caused by Your Vehicle being incorrectly fuelled;
- Loss or damage to any vehicle imported other than through the manufacturer's normal import arrangements;
- Any repair or replacement, which improves the insured vehicle;
- Damage to tyres caused by the application of the brakes or any punctures, cuts or bursts unless resulting from an accident to Your Vehicle that is subject of a claim paid by Us;
- Failure, breakage or damage to the transmission by the application of the brakes;
- Loss or damage to sheets, tarpaulins, tilts or to any container which is not permanently fitted to Your Vehicle;
- Loss of or damage to tapes, cassettes, compact discs, memory sticks, sound reproduction equipment, video communications or navigation equipment;
- Loss of or damage to the contents of Your Vehicle, Personal Effects, telephones, television equipment or two-way radio transmitters or receivers, money, stamps, tickets, documents, securities, lottery tickets, raffle tickets, promotional vouchers or Air Miles vouchers;
- Loss of or damage to goods, tools or samples carried in connection with any trade or business;
- Loss of petrol or diesel fuel;
- An amount in excess of the price shown in the manufacturer's last price list at the time of the accident in respect of any part of Your Vehicle and/or its accessories where such parts or accessories are unobtainable or obsolete in pattern;
- Loss by unauthorised use or "joy riding" by a member of Your family or household or the family or household of Your driver;
- Loss or damage to Your Vehicle caused by or consequent upon the operation of tipping gear;
- Damage to trailers unless details of the trailer(s) are declared in writing and agreed by Us;
- Diminution (loss of value of Your Vehicle after a repair);
- Loss or damage through deception.
- 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 Your 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;
- VAT if You are VAT registered;

- Confiscation, requisition or destruction by or under the order of any Government or Public or Local Authority;
- Loss or damage caused directly or indirectly by fire if Your Vehicle is equipped for cooking and/or heating of food or drink;
- Damage caused by frost unless You took precautions to protect Your Vehicle;
- Fire damage resulting from malicious acts or vandalism if the cover shown on your policy schedule is TPFT;
- 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 authorized representatives;
- Loss of or damage to generators permanently or temporarily attached to Your Vehicle;
- Loss or damage caused deliberately by You or by any person who is in charge of Your Vehicle with Your permission

### **EXTRA EXCESS FOR YOUNG AND INEXPERIENCED DRIVERS**

Where We have agreed to include drivers outside the General Conditions, 2(a) You will have to pay the first part of the cost of any claim for damage to Your Vehicle as stated below.

The above amounts apply in addition to any other amount for which You will be liable to pay under this Motor Policy.

<b>Driver</b>	<b>First Amount</b>
Under 21 years of age	£1,500
Aged 21 to 24 years of age	£1,000
25 year of age or over but who has held a full licence to drive Your Vehicle for less than 12 months	£1,000
25 Years of age or over but who has held a full licence to drive Your Vehicle for less than 24 months	£750
Does not hold a licence to drive Your Vehicle but is driving in circumstances where a licence is not required by law	£1,500

## **SECTION 3 - TERRITORIAL LIMITS AND FOREIGN USE**

### **TERRITORIAL LIMITS**

This policy applies in respect of accidents, injury or loss occurring in:-

- the United Kingdom;
- 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 but only so far as necessary to comply with the compulsory motor insurance legislation of such countries which does not cover loss of or damage to Your Vehicle.

### **EUROPEAN UNION (EU)**

Without a Green Card or Travel Documents this insurance will only cover the minimum compulsory insurance required to enable You to use Your Vehicle in any country whose arrangements meet the requirements of and are approved by the Commission of the European Union.

### **FOREIGN USE**

In addition to the legal minimum cover shown above, this Motor Fleet Insurance Policy can be extended to provide the cover shown in Your Schedule to any member country of the EU and also Andorra, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland.

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

On referral We may also be prepared to provide cover in countries which are not listed above but only if such countries are members of the Green Card system.

You must contact Your insurance intermediary in advance of Your intended trip abroad and obtain Our agreement to provide full policy cover.

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

If cover under this insurance is Comprehensive or Third Party Fire and Theft and the policy is extended to provide the full cover shown on Your Schedule whilst abroad:

- insurance is automatically provided on Your Vehicle while it is being transported (including loading and unloading) between ports in countries where You have cover, provided Your 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 Your Vehicle to You after repairs in the country in which damage was sustained, or to Your home address if the damage cannot be repaired economically by the intended time of Your return to the United Kingdom or if Your 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 Your Vehicle preventing its return to the United Kingdom.
- cover will be extended to any general average contribution, salvage or sue and labour charges incurred by You arising out of the transportation of Your Vehicle by sea between countries occurring during the Period of Insurance within the geographical limits, provided that any such contribution relates to the value of Your Vehicle as declared to Us
- We shall not be liable under this section whilst Your vehicle is being driven by or is for the purpose of being driven in the charge of any person who has not been notified to Us as a driver for the period of cover abroad and/or who is not included as a user in paragraph 9 of the Green Card.

## **SECTION 4 - AVOIDANCE OF CERTAIN TERMS AND RIGHTS OF RECOVERY**

Nothing in this Policy or in an Endorsement thereon shall affect the right of any person indemnified by this Policy or of any other person to recover an amount under or by virtue of the provisions of the law of any territory in which this policy operates relating to the insurance or liability to Third Parties.

BUT You will repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law.

## GENERAL EXCEPTIONS

These general exceptions apply to the whole insurance.

Your insurance does not cover the following:-

1. Any accident, injury, loss or damage arising while any vehicle covered by this insurance is being:-
  - a) Used for a purpose that Your current Certificate of Motor Insurance does not permit;
  - b) Driven by or is in the charge of anyone who is not mentioned in the Certificate of Motor Insurance as a person entitled to drive or who is excluded by an Endorsement;
  - c) Driven by or in the charge of any person (including You) who is a provisional licence holder and who is not accompanied by a person aged 21 or over and who has held a full UK licence for at least three years;
  - d) Driven by anyone (including You) who is disqualified from driving or has never held a licence to drive the vehicle, or is prevented by law from having a licence (unless they do not need a licence by law);
  - e) Used in or on that part of any airport, aerodrome, airfield or military base which is used for the take off and landing of aircraft, including the movement of aircraft on the ground and aircraft parking aprons and the associated service roads, refuelling areas and ground equipment parking areas. We will not pay for any claim concerning an aircraft within the boundary of the airport or airfield;
  - f) Used to carry any load, which is more than it was constructed to carry, and more than the specified maximum capacity. Being driven with an unsafe or insecure load, including trailer, or with a number of passengers which exceeds the manufacturer's specified seating capacity or makes the vehicle unsafe to drive.
  - g) Driven 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.
  - h) 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
  - i) 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.
  - j) 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 Your Vehicle has been stolen or taken away without Your permission; or
  - if Your Vehicle is in custody of a garage for repair or servicing.
2. Any liability that You have accepted under an agreement or contract but which would not have attached in the absence of such agreement or contract.
  3. Any loss or damage that is also covered by any other insurance policy.
  4. Any consequence of:
    - a) war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, revolution, rebellion, coup, insurrection, military or usurped power or destruction of or damage to property by order of any government or public authority except where it is necessary to meet the minimum required by law.
    - b) Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, except where liability is judged to exist under a Policy or Policies by a court of competent jurisdiction in accordance with the minimum requirements of the Road Traffic Act 1988 or subsequent amendments thereto or successors thereof or alternative applicable legislation in the territory in which the loss occurs.



## DEFINITION OF TERRORISM

1. In the United Kingdom, "terrorism" shall follow the interpretation as set out in Part 1 of the Terrorism Act 2000 or as per any subsequent amendments thereto or successors thereof (as replicated hereunder).
2. In any other territory, which has equivalent legislation to the Terrorism Act 2000, "terrorism" will follow the definition of that legislation.
3. In any other territory the UK Terrorism Act 2000 or subsequent amendments thereto or successors thereof will be deemed to be the applicable definition.

### Part 1 of the Terrorism Act 2000 contains the following definition -

- (1) In the Act "terrorism" means the use or threat of action where:-
  - (a) the action falls within subsection (2),
  - (b) the use or threat is designed to influence the government or to intimidate the public or a section of the public, and
  - (c) the use of threat is made for the purpose of advancing a political, religious or ideological cause.
- (2) Action falls within this subsection if it:-
  - (a) involves serious violence against a person,
  - (b) involves serious damage to property,
  - (c) endangers a person's life, other than the person committing the action,
  - (d) creates a serious risk to the health or safety of the public or a section of the public,
  - (e) is designed to interfere with or seriously disrupt an electronic system.
- (3) The use or threat of action falling within subsection (2) which involves the use of firearms or explosives is terrorism whether or not subsection 1(b) is satisfied.
4. Direct or indirect loss, damage or liability caused or arising from:-
  - a) Earthquake;
  - b) Riot or civil commotion occurring in Northern Ireland or outside the United Kingdom (except where We need to provide cover to meet the minimum insurance required by the relevant law);
  - c) Ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel;
  - d) The radioactive, toxic, explosive or hazardous properties of any explosive nuclear assembly or nuclear component;
  - e) Carrying any dangerous substances or Hazardous Goods, which You need a licence from the relevant authority for (except where We need to provide cover to meet the minimum insurance required by the relevant law);
  - f) Pressure waves caused by aircraft or other aerial devices.
5. Any consequence of confiscation or nationalisation or requisition destruction of or damage to property by order of any Government or Public or Local Authority.
6. Any proceedings brought against You, or judgement passed in any court outside the United Kingdom, unless the proceedings or judgement arises out of Your Vehicle being used in a foreign country, which We have agreed to extend this insurance to cover.
7. Any loss or damage or liability that occurs outside the United Kingdom (other than the minimum cover provided under Section 1 unless You have paid an additional premium (where required by Us) to extend Your cover outside the United Kingdom) (Refer to Section 3).
8. A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
9. We will not cover liability, loss or damage caused by solidification or the spillage, leakage or mis-delivery of any load.
10. We will not pay for any loss of or damage to or liability resulting from the use of any vehicle that is not owned by You or not hired or loaned to You under a commercial contract or vehicles owned or registered by Your employees or Your friends or relatives unless specifically agreed by Us in writing and for which We have issued a certificate of motor insurance.

## GENERAL CONDITIONS

These General Conditions apply to the whole of the insurance and should be read in conjunction with the Certificate of Motor Insurance and the schedule and any endorsements that apply.

### 1. PAYMENT OF PREMIUM, KEEPING TO THE POLICY TERMS & AVOIDING MISREPRESENTATION

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

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

Your premium is based on information you supplied at the start of the insurance, subsequent alteration or renewal. You must tell us immediately via your insurance intermediary of any change to that information. Some examples are any changes to the insured vehicle which improve its value, attractiveness to thieves, performance or handling, any change of vehicle, change of occupation (including part-time), change of address (including where vehicle is kept), change of drivers, if you or any drivers pass your driving test, 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 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. PERMITTED DRIVERS AND LICENCE VETTING

a) We will not be liable for any claim unless the driver of Your Vehicle:

- Is licenced to drive it;
- Is fully complying with the conditions or limitations of that licence;
- Is not disqualified by any Court from driving;
- Is acting with your previously given authority;
- Is 25 years of age or over unless otherwise stated in the policy schedule;
- Is under 65 years of age;
- Has had at least one year's driving experience under a full European Union licence applicable to the vehicle being driven;

b) We will not be liable for any claim if the driver of the insured vehicle holds a licence which has any of the following conviction codes applied to it:

AC, BA, CD, CU, DD, DR, IN, TT or UT

or has more than 6 penalty points applied to it.

We may on referral and subject to additional terms agree to insure drivers who fall outside of the above criteria. Any agreement to vary the permitted driver criteria will be shown in the endorsements which form part of your schedule.

- c) You are required to check the driving experience record and licences of all drivers and prospective drivers before allowing them to drive the insured vehicle and to exercise reasonable care in the selection and employment of competent drivers. Your failure to adequately check driving licences and records could result in your policy being cancelled or your claim being rejected or not fully paid.

### **3. LOOKING AFTER YOUR VEHICLE(S) AND TRAILER(S)**

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

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

### **4. 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.

### **5. ACCIDENTS OR LOSSES**

It is a requirement of this insurance;

- that all incidents, irrespective of any intention to make a claim under this policy, are reported on the Claims Helpline immediately or at the very latest within 24 hours of the incident discovery,
- that all incidents are reported directly to the Claims Helpline without the involvement of any accident management company or third party claims handling company

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 Your 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 Your Vehicle at any time to keep claims costs to a minimum. If Your 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.

### **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.

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.

## 7. CANCELLATION

Cancelling the policy within the reflection period (for retail policyholders only)

If you have entered into this insurance contract as a retail policyholder 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, you will receive a full refund from us, less a pro rata charge for the period of cover provided. An administration charge of £25 plus Insurance Premium Tax (IPT) where applicable will also apply.

### **Cancellation by us**

We or your insurance intermediary can cancel this policy at any time 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 Fleet Experience, No Claim Discount, copy driving licences, 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 3 of this policy; or
- where we have grounds to suspect fraud or misrepresentation; or
- where you use threatening or abusive behaviour towards a member of our staff or a member of staff of your insurance intermediary or our supplier;

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

We will refund the premium relating to the remaining period of insurance on a pro rata basis less a cancellation fee of £25 plus (IPT) where applicable to take into account our costs in providing your policy. A pro rata refund of premium less our cancellation fee of £25 plus (IPT) where applicable 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.

Upon notification that you or one or more of your companies has gone into administration, receivership or liquidation or enter into an IVA (Individual voluntary arrangement) or CVA (Company voluntary arrangement), we will write to you to confirm that your policy will be cancelled by giving you seven days' written notice to your last known address.

We will return to you the pro-rata part of the premium you have paid provided no claims have occurred during the current policy period. In the event of any claims being present under the policy at the time of cancellation, any return will be based on short period rates.

### **Non-payment of premium**

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

## Cancellation by You

You or your insurance intermediary can cancel this policy either from the date we are notified, in writing, or a later date as requested by you. Providing there have been no claims in the current period of insurance we will refund the premium relating to the number of months remaining during the current period of insurance from the date of cancellation taking into account our short-period scale of charges

### Short-period scale of charges

The following scale of charges will be used to calculate any refund of premium due to you following your non-payment of the full premium or following a decision by you to cancel this policy:

Period not Exceeding	1 Month	2 Months	3 Months	4 Months	5 Months	6 Months	7 Months	Over 7 Months
Percentage of annual premium retained	20%	30%	40%	50%	60%	70%	80%	Full Premium

Premium refunds allowed following cancellation of the policy at your request or following your non-payment of the full premium will be subject to the minimum and deposit premium defined in General Condition 10 below.

## 8. TOTAL LOSSES

If as a result of a claim the insured vehicle is determined to be a total loss this policy will cease without refund of premium. In the event of the policy ceasing due to the insured vehicle being a total loss, all outstanding or overdue premiums 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. DELETED VEHICLE REFUNDS

- a) We reserve the right to withhold any premium refund for an individual insured vehicle which is being deleted from the insurance during any annual period of insurance if the vehicle concerned has been the subject of any accident or incident likely to give rise to a claim under the policy during the current annual period of insurance or the deletion of vehicle(s) has led to a significant reduction in numbers, for example a reduction of 30% or more of the vehicle numbers from inception or renewal of the policy.
- b) Any premium refund may be held to credit until 60 days following the date of deletion of the specific insured vehicle and will be subject to the insurers retaining the minimum and deposit premium for the current annual period of insurance (see General Condition 10 below).
- c) Premium refunds are subject to the premium for the insured vehicle having been paid to the insurer for the current annual period of insurance.

## 10. MINIMUM AND DEPOSIT PREMIUMS

This policy is issued on the basis that the insurer shall be entitled to retain a minimum and deposit premium calculated at 75% of the amount payable at the date on which the policy was taken out or last renewed whichever is the later.

## 11. 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 mean that there will be no entitlement to a return of premium if the policy is cancelled or declared void.

## **12. ARBITRATION**

Where we have accepted a claim but the amount to be paid is in dispute it is agreed that the matter will be referred to an independent arbitrator acceptable to the parties involved. The arbitrator must make a decision before you can take proceedings against us. This does not affect your right to refer also to the Insurance Ombudsman.

## **13. MOTOR INSURANCE DATABASE**

It is a condition of this insurance that you comply with the requirements of the Motor Insurers Bureau and supply details of all vehicles in your custody or control in order that these details can be recorded on the Motor Insurers Database (MID). These details should be supplied to your insurance intermediary as soon as any vehicle comes into your possession.

Failure to comply with the requirements of this condition may result in the cancellation of this insurance in accordance with the Cancellation condition above.

## **CLAIMS PROCEDURE**

The following information is to help You make a claim. It is not part of this insurance.

Please report all incidents, irrespective of any intention to make a claim under this policy, immediately or at the latest within 24 hours of discovery of the incident.

**To report a new claim call the 24 hour claims help line on:                   0344 705 8183**  
**For existing claims call:   03330 436502**  
**(opening times 9am - 5pm Monday to Friday)**

Correspondence address for claims:-

**Claims Department, PO Box 726, Chesterfield S40 9LG**

## **DATA PROTECTION AND SHARING INFORMATION WITH OTHER ORGANISATIONS**

### **DATA PROTECTION**

Your information is important to us.

We take care to protect your information.

We are governed by the Data Protection legislation applicable in both the United Kingdom and Gibraltar. In this document we tell you about the systems we have in place that allow us to detect and prevent fraudulent applications and claims. The savings that we make help us to keep premiums and products competitive.

### **INSURANCE ADMINISTRATION**

Information you supply may be used for the purposes of insurance administration by the insurer and its agent and by re-insurers and your intermediary or broker. They may share your information with their own servants and agents. In assessing any claims made, insurers may undertake checks against publicly available information such as electoral roll, county court judgement, bankruptcy or repossessions. Information may also be shared with other insurers either directly or via those acting for the insurer such as loss adjusters or investigators as well as other agents and suppliers.

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

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

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

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

### **PROVIDING YOU WITH DETAILS ON OUR PRODUCTS AND SERVICES**

We may use the details you have provided to send you information about our other products and services or to carry out research. We may contact you by letter, telephone or e-mail. We will not make your personal details available to any companies outside the Markerstudy Group of Companies to use for their own marketing purposes. If you would prefer not to receive information from us or those companies who participate in research on our behalf, simply write to the Data Protection Officer at Markerstudy Limited, Markerstudy House, 45 Westerham Road, Bessels Green, Sevenoaks, Kent TN13 2QB.

### **MOTOR INSURANCE DATABASE**

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Bureau (MIB). MID and the data stored on it, including your personal details, may be looked at and used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- Electronic Licensing
- Continuous Insurance Enforcement
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving



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

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

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

## **FRAUD PREVENTION AND DETECTION**

In order to prevent and detect fraud we may share information about you with other organisations and public bodies including the Police. We may check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We and other organisations may also search these agencies and databases to:

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

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

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

## **CLAIMS HISTORY**

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help us to check information provided and also to prevent fraudulent claims. Under the conditions of your policy you must tell us about any Insurance related incidents (such as fire, water damage, theft or an accident) and whether or not they have given rise to a claim. When you tell us about an incident we will pass information relating to it to these databases. We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

## **CREDIT SEARCHES AND ACCOUNTING**

In assessing an application for insurance or policy renewal, we may search files made available to us by credit reference agencies. They keep a record of that search. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud. We may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by us, acceptance or rejection of your application will not depend only on the results of the credit scoring process.

## **OTHER INSURERS**

We may pass information about you and this policy to other insurance companies with which we either reinsure our business or who are dealing with a claim made under this policy. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies may be located in countries outside the UK but within the European Economic Area ("EEA"). We may also share data with other group companies who may be located outside of the EEA.

## **TRANSFERS**

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

## **SENSITIVE DATA**

In order to assess the terms of the insurance contract or administer claims which arise, we will need to collect sensitive data for example medical history or criminal convictions. We will not use this data except for the specific purpose for which you provide it and to provide the services described in your policy booklet.

On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions, or you'd like to find out more about this notice you can write to the Data Protection Officer at Markerstudy Limited, Markerstudy House, 45 Westerham Road, Bessels Green, Sevenoaks, Kent TN13 2QB.



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

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