

# ANNUAL LEARNER DRIVER INSURANCE POLICY

Please read this information in conjunction with the private car insurance policy document. It is important to read the following information so you can ensure the policy meets your needs.

## What is Annual Learner Driver Insurance?

Our Annual Learner Driver Policy lasts up to 12 months from the start of the policy. It is designed for policyholders who are learning to drive and want to practice in their own vehicle with no need to cancel the policy upon passing the practical driving test. Terms and Conditions (T&Cs) apply

## What happens when the practical driving test is passed?

**In all instances, you must call us immediately when you pass the practical driving test, as failure to do so may invalidate the policy.**

If you do not call us when you pass your practical driving test, cover will end one hour after you pass your test. It is important that you make contact to let us know.

You may be able to continue your policy, subject to an additional premium, calculated on a pro rata basis from the date the driving test is passed. At this point you will be required to install a telematics device. T&Cs apply

It is important that you notify us of any change in circumstances to your policy. This may result in either an additional/return premium, or the policy becoming unacceptable.

## Annual Learner Policy benefits

- ✓ Upon passing the practical driving test, the policy won't need to be cancelled (you must contact us when you pass to continue cover). T&Cs apply
- ✓ At the end of the 12 months, subject to being claim free, you'll earn a year's no claims bonus.

## Annual Learner Driver Policy Excess Information

This is an amount the policyholder is required to pay towards the cost of a claim under this insurance policy. This is payable regardless of the circumstances leading to the claim.

The amount of excess payable in the event of a claim is detailed in the Policy Schedule and is to be read in conjunction with the Certificate of Motor Insurance.

### Section A - Loss of or Damage to the Insured Vehicle

If your vehicle is damaged while a young or inexperienced driver (including yourself) is driving, you will have to pay the first amount of any claim as shown below.

The amounts shown are in addition to any other excesses shown elsewhere in this policy document or on your Policy Schedule or in any endorsement.

| Amount | Drivers  |
|--------|--|
| £300   | Aged 20 years and under  |
| £200   | Aged 21 to 24 years inclusive  |
| £200   | Aged 25 years or over but holds a provisional driving licence, or holds an international driving licence, has held a full driving licence to drive a private motor car issued either in a country contained within the geographical limits or a member country of the European Union but for less than one year. |

These additional excess amounts do not apply if the loss or damage is caused by fire or theft covered under Section B - Loss of or Damage to the Insured Vehicle by Fire or Theft.



## Accompanied Driver Requirements

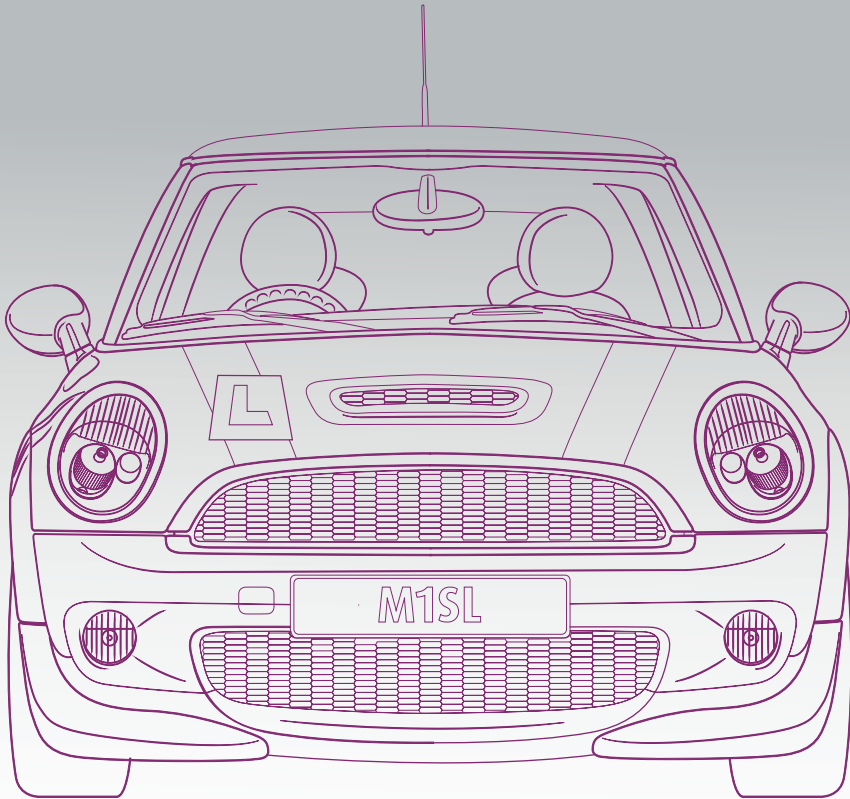
You must not drive unaccompanied prior to passing your practical driving test and when returning from the test centre. During this period you must be accompanied at all times by someone who is:

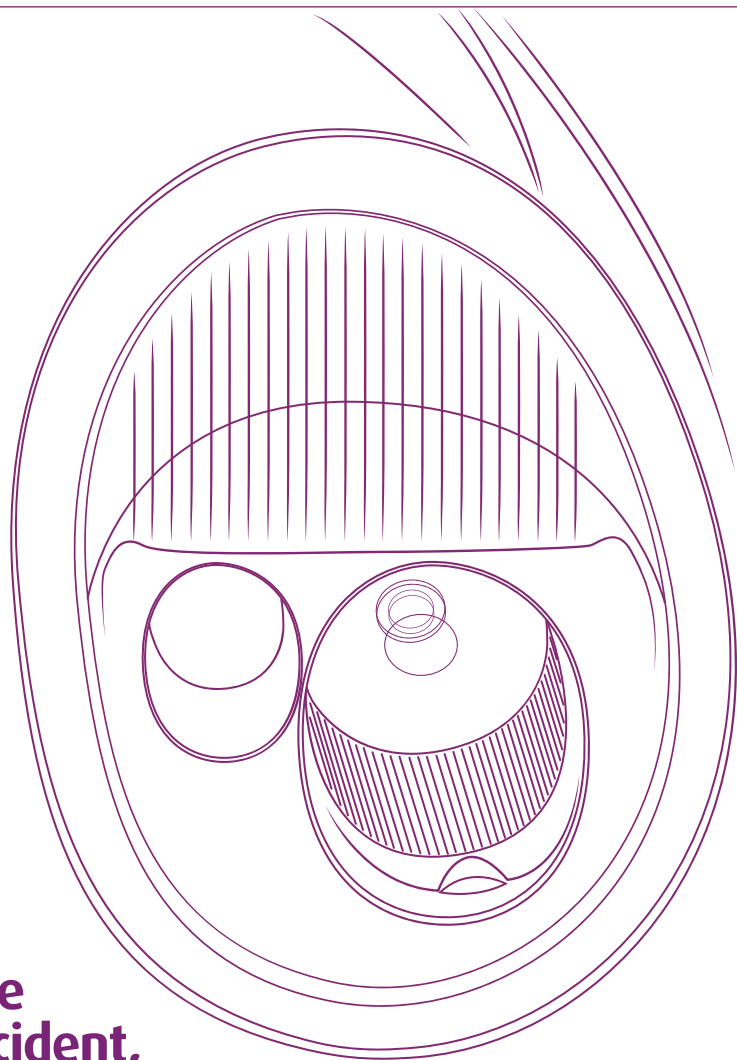
- a qualified driver who is aged at least 35 years or over, has held a Full UK driving licence for no less than 3 years and has not been disqualified during that period: or
- a qualified driving instructor or examiner

This condition will still apply when you have passed your practical driving test and are driving back from the test centre.

# Provisional Learner Insurance Policy

[www.markerstudy.com](http://www.markerstudy.com)





**If you have  
had an accident,  
call the 24 hour  
Claims Helpline:  
0344 873 8183**

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

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# Important Customer Information

Pages 3 and 4 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.

The words or phrases shown under the Definitions section of this policy document commencing on page 9 have the same meaning whenever they appear in this policy document or in the **Certificate of Motor Insurance, policy schedule** or **endorsements**.

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

If **you** have any questions, 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 shaded boxes throughout the policy document. The guidance notes do not form part of the insurance contract but are there to help you understand it. You should always read the guidance notes in conjunction with the whole of the policy document.

## Volunteer driving

Helping your local community through volunteer driving is an activity we recognise that many of our policyholders want to pursue.

We will not consider using the insured vehicle for the benefit of charities, voluntary organisations, clubs or societies as business use provided any payment you receive does not exceed the HMRC mileage rates in force at the time.

## Car sharing

This policy allows you to carry passengers on a social or similar basis and for you to receive payment from your passengers towards the cost of fuel used in respect of that journey.

It does not however allow you to make a profit from carrying those passengers.

### Example 1:

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

### Example 2:

You drive a friend to the cinema. The journey uses £10 worth of fuel and you ask your friend for £25 towards the cost of fuel used.

Example 2 would be classed as you making a profit and this use would not therefore be covered by this policy.

Please refer to General Condition 9 for full details.

# What to do in the Event of an Accident

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

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

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

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

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

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

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

**DO NOT:** Do not admit responsibility, either verbally or in writing. Instead, simply supply **your** details along with **your** policy number to the other driver(s)/person(s) involved in the accident and ask him/her to call the claims advisers on **0344 873 8183**. By passing these details to the other person(s) involved in the accident **you** will give him/her the opportunity of obtaining assistance in progressing repairs and assisting with the provision of a courtesy vehicle if the circumstances of the accident warrant this

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

## Making contact following an incident.

### 0344 873 8183

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

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

## Benefits of an immediate call

- Windscreen repair/replacement.
- **FREE** collection and re-delivery.
- **FREE** car cleaning service.
- **Approved repairer's** work is guaranteed all the time **you** own the **insured vehicle**.

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

**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

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Thank **you** for choosing to purchase an Insurance policy arranged by Markerstudy Insurance Services Limited and distributed by A Choice Insurance.

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

Markerstudy Insurance Services Limited is registered in England and Wales (No. 2135730) and authorised and regulated by the Financial Conduct Authority (No. 475572).

Registered office 45 Westerham Road, Bessels Green, Sevenoaks, Kent TN13 2QB

## Financial Services Compensation Scheme

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



# Policy Options - Important information relating to this policy

What happens after passing **your** test depends on the cover option **you** have selected. In all circumstances, **you** must inform **your insurance intermediary** immediately **you** pass **your** test

This policy is designed for provisional licence holders who are learning to drive and want to practice in their own vehicle, until ready to take their practical driving test. What happens to **your** policy cover after passing **your** test depends on the cover option **you** have selected.

**It is important that you read the following information and fully understand the conditions of your insurance policy.**

1. **Your** premium has been calculated on the basis that **you** have no intention of taking **your** driving test within the first 40 days of cover under this policy. In the event that the driving test is attempted and passed within the first 40 days, cover provided by this policy will end automatically upon passing **your** test. Unless **you** contact **your insurance intermediary** immediately on passing **your** practical driving test, to arrange alternative cover, **you** run the risk of driving **your vehicle** without valid insurance.
2. **You** must not drive unaccompanied prior to passing **your** practical driving test and when returning from the test centre. During this period **you** must be accompanied at all times by someone who is:
  - a qualified driving examiner; or
  - at least 35 years of age and has held a full UK driving licence for no less than three years.

This condition will still apply when **you** have passed **your** practical driving test and are driving back from the test centre.

3. The following benefits do not apply to this policy even after **you** pass **your** practical driving test:
  - Driving other Cars
  - Foreign Use of the **insured vehicle**

## Options

**Your insurance intermediary** would have explained to **you** the following three options available to **you** prior to **you** making **your** selection. Options 1 and 2 require the fitting of a **telematics device** within **your** vehicle, this device tracks **your** driving style, speed and when the vehicle is used. **We** would strongly recommend that **you** and anyone else who is a named driver on this policy familiarise yourselves with the Telematics Section which can be found on pages 40 to 42.

It is recommended that **you** speak with **your insurance intermediary** a few days prior to taking **your** practical driving test if **you** have selected Options 1 or 3 to discuss the actions open to **you** once **you** pass **your** test. They will be able to advise how much it will cost to continue with **your** policy if **you** selected Option 1 or how much an alternative policy would cost **you** if **you** selected Option 3.

With Options 1 and 3 this policy will cease to be operative one hour after **you** pass **your** test. It is vitally important that **you** understand this and give clear instructions to **your insurance intermediary** as to how **you** want to proceed. Even with Option 2 **you** must notify **your intermediary** that **you** have passed **your** practical driving test.

Option 1 gives **you** the opportunity to continue with this policy once **you** have passed **your** test on the understanding that a **telematics device** is fitted within the **insured vehicle**.

With Option 3 there is no further cover available to **you** under this policy, which will cease one hour after passing **your** practical driving test.

Please see full details relating to the three Options available to **you** over the page.

It is also important to understand that this policy will only cover **you** whilst driving within the United Kingdom, even once **you** have passed **your** practical driving test.

# Policy Options - Important information relating to this policy (continued)

## Option 1 – Standard Provisional Cover (with option to continue cover with fitment of telematics device)

This option is only available to provisional licence holders who do not have a practical driving test booked within 40 days of the policy start date.

The Insurance cover provided by Option 1 ceases immediately **you** pass **your** practical driving test other than to provide a temporary period of cover for no more than 1 hour after passing **your** practical test to enable the **insured vehicle** to be returned to **your** home address. **You** must not drive unaccompanied during this period.

The premium payable and cover provided under this option only applies whilst **you** are a provisional licence holder and ends when **you** pass **your** practical driving test.

- There is no cover once **you** pass **your** practical driving test other than for a maximum period of one hour to allow **you** to return the **insured vehicle** to its normal garaging address.
- **You** must not drive unaccompanied prior to passing **your** practical driving test and when returning from the test centre. Please refer to Important information relating to this policy clause 2 for the accompanying driver acceptance criteria.
- The **insured vehicle** must not be parked on the public highway until such time as **you** have arranged alternative insurance cover.
- **You** must contact **your insurance intermediary** upon passing **your** practical driving test. **Your insurance intermediary** may be able to update **your** policy to continue cover up until the expiry date as shown on **your certificate of motor insurance**.

Continuation cover will be subject to the installation of a telematics box within the **insured vehicle** and the additional telematics conditions which can be found on page 40 of

this document. It is important **you** read and understand these conditions along with **your** responsibilities.

Cover under this policy is conditional on the installation of a **telematics device**, which must be fitted within 24 hours of delivery. This must remain installed throughout the duration of **your** policy.

The device will collect information about the way **you** drive and is used to monitor **your** driving behaviour.

If it comes to light during **our** monitoring that aspects of **your** driving behaviour are not of an acceptable standard to **us**, including poor driving behaviour, persistent or excessive speeding, **we** reserve the right to cancel **your** policy.

**You** will need to pay an additional premium for this continuation cover which is calculated on a pro rata basis dependent on the date the practical driving test is passed.

As a reward for continuing **your** policy cover beyond the date of passing **your** practical driving test and subject to no claims being made during the **period of insurance**, **you** will have earned a years' no claims bonus at expiry of cover as shown on **your certificate of motor insurance**

## Option 2 – Fixed Premium Learner Driver (with fitment of telematics device)

With this option **you** select to pay a fixed premium at the outset for the full annual policy period and have installed a telematics box within the **insured vehicle**. Full telematics conditions can be found on page 40 of this document. It is important **you** read and understand these conditions along with **your** responsibilities.

Cover under this policy is conditional on the installation of a **telematics device**, which must be fitted within 24 hours of delivery. This must remain installed throughout the duration of **your** policy.

## Policy Options - Important information relating to this policy (continued)

The device will collect information about the way **you** drive and is used to monitor **your** driving behaviour.

If it comes to light during **our** monitoring that aspects of **your** driving behaviour are not of an acceptable standard to **us**, including poor driving behaviour, persistent or excessive speeding, **we** reserve the right to cancel **your** policy.

- cover will continue once **you** pass **your** practical driving test without needing to pay any further additional premium.
- **You** must contact **your insurance intermediary** upon passing **your** test to update **your** policy in order to continue cover.
- As a reward for continuing **your** policy cover beyond the date of passing **your** practical driving test and subject to no claims being made during the **period of insurance**, **you** will have earned a years' no claims bonus at expiry of cover as shown on **your certificate of motor insurance**.

### Option 3 – Provisional Only Cover (no option to continue cover)

This option is for provisional licence holders who do not have a practical driving test booked within 40 days of the policy start date. If **you** have a test booked within 40 days, please discuss this with **your insurance intermediary**, who may be able to offer an alternative cover option.

The Insurance cover provided by Option 3 ceases immediately **you** pass **your** practical driving test other than to provide a temporary period of cover for no more than 1 hour after passing **your** practical test to enable the insured car to be returned to **your** home address. **You** must not drive unaccompanied during this period.

With this option, it will not be possible to continue cover once **you** pass **your** practical driving test.

- There is no cover once **you** pass **your** practical driving test other than for a maximum period of one hour to allow **you** to return the **insured vehicle** to its normal garaging address.
- **You** must not drive unaccompanied at any time even after passing **your** practical test. Please refer to Important information relating to this policy clause 2 for the accompanying driver acceptance criteria.
- The **insured vehicle** must not be parked on the public highway until such time as **you** have arranged alternative insurance cover.
- **You** must contact **your insurance intermediary** immediately upon passing **your** practical driving test.
- All policy cover will then cease.

# 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 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.

## Endorsements

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

## Excess

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

## Extreme Speeding

Where the **insured vehicle** is driven at speeds deemed unacceptable or dangerous, as stated within the separate telematics terms and conditions which is available from **your insurance intermediary**.

## Geographical Limits

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

## Hazardous Goods

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

## Insurance Intermediary

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

## Insured Vehicle

The motor car, the details and registration number of which are shown in the **Policy Schedule**. Permanently fitted accessories (other than **in-car entertainment, communication and navigation equipment**) and **your telematics device** are included within this definition.

## In-car Entertainment, Communication and Navigation Equipment

Permanently fitted radios, cassette, MP3, compact disc or DVD players, telephones, CB radios and visual navigation equipment. *Portable items (such as radar detection equipment, personal digital assistants or portable GPS navigators), cassette tapes, memory cards, compact discs or DVDs are not included within this definition.*

## Journey

The period of time between the moment the ignition in the **insured vehicle** is switched on and the subsequent moment the ignition is switched off.

# Definitions (continued)

## Market Value

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

## Panoramic roof

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

## Partner

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

## Period of Insurance

The period between the effective date and expiry date shown on the **certificate of motor insurance**. For full details relating to the expiry date of cover once **you** pass **your** practical driving test please refer to page 6-8 Policy Options.

## Personal belongings

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

## Policy Schedule

The document 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.

## Telematics Device

The **telematics device** supplied and fitted to the **insured vehicle**. This device collects and transmits data on mileage driven, driving style and location along with the time and impact speed if **your insured vehicle** is involved in an accident.

## Terrorism

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

## Third party

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

## Unattended

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

## Definitions (continued)

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### We/Us/Our

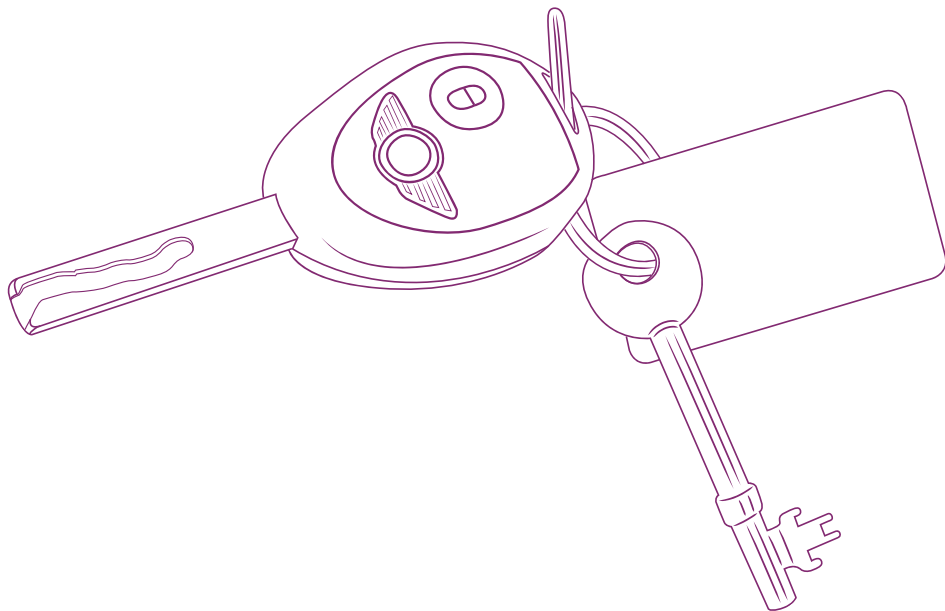
Markerstudy Insurance Services Limited for and on behalf of the authorised insurer as specified in the **Certificate of Motor Insurance**.

### 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** and **Certificate of Motor Insurance**.



# Insurance Provided - Guide to Policy Cover

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

The sections of this Provisional Learner Driver 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 L of this Provisional Learner Car Insurance Policy apply.

## Third Party Fire and Theft

Sections B, C and J of this Provisional Learner Insurance Policy apply.

**The General Exceptions and General Conditions of this policy apply to all levels of cover.**

## Notification of changes

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

Some examples are:

- Passing **your** driving test.
- A change of vehicle or **you** have purchased another vehicle to which **you** want **your** existing cover to apply.
- The **insured vehicle** is changed or modified from the manufacturer's standard specification or **you** intend to change or modify it (including the addition of optional fit accessories such as spoilers, skirts, alloy wheels etc). If **you** change **your** vehicle and have selected the telematics cover option, this will require installation of a new **telematics device**.
- A change in the use of the **insured vehicle**.
- A change relating to the ownership of the **insured vehicle**.

- The **insured vehicle** has been stolen or is involved in an accident no matter how trivial.
- Any change in the main user of the **insured vehicle**.
- **You** wish a new driver to be covered.
- Someone who drives the **insured vehicle** is convicted of an offence (whether motor related or not) or fixed penalty or other licence endorsement or suffers from a medical condition or has a claim on another policy.
- Someone who drives the **insured vehicle** has any police enquiry or prosecution pending (note – if **you** have been stopped by the police a prosecution may be pending and must be disclosed).
- A change of occupation (full or part-time) by **you** or any other driver.
- A change of postal address.
- A change of garaging facilities and/or where the **insured vehicle** is normally kept overnight.
- The security system fitted to the **insured vehicle** is no longer in operation.
- Any Advanced Driver Assistance Systems fitted to the **insured vehicle** that require recalibration or are not in working order.

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

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

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

## Guidance notes - Notification of changes

The premium that you pay is based on information you supplied at the commencement 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.



# Section A - Loss of or Damage to the Insured Vehicle

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

## What is covered

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

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

Cover also applies under this section while the **insured vehicle** is 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 car; 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**, agreed value or **market value**, whichever is lower, if **your insured vehicle** is under a lease agreement.

If the **insured vehicle** is subject to a hire purchase agreement, **we** will pay any money owed to that company first and then pay any remaining money to **you**. If **you** have acquired the **insured vehicle** through lease or contract hire, **we** will pay the lease or contract hire company either the **market value** or **written down value** of the **insured vehicle**, or the amount required to settle the agreement, whichever is less.

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

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

If the **insured vehicle** is deemed to be beyond economical repair or settlement is agreed under the 'New car cover' sub-section the damaged car becomes **our** property once a claim is met under the policy. **You** must send **us** the vehicle registration document and valid MOT certificate if one is required by law before **we** are able to meet the claim.

## In-car entertainment, communication and navigation equipment

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

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

Any amount payable in respect of **in-car**

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

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SECTION A

**entertainment, communication and navigation equipment** will not exceed the value of the equipment at the time of the loss or damage after making a reasonable deduction for wear and tear.

## New car cover

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

- The loss or damage happens on or within the first anniversary of the date the **insured vehicle** was first registered; and
- **You** or **your partner** are the first and only registered keeper of the vehicle (or the second registered keeper if the first registered keeper is the manufacturer or supplying dealer and the delivery mileage is under 250 miles); or
- The vehicle is owned by a Lease Company who are the first and only registered keeper of the vehicle and they are in agreement that a replacement vehicle can be supplied; and
- The cost of repair is valued at more than 60% of the cost of buying an identical new vehicle at the time of the loss or damage (based on the United Kingdom list price including taxes); and
- The vehicle was supplied as new from within the **geographical limits**.

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

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

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

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

## Repairs

If the damage to the **insured vehicle** is covered under **your** policy and it is repaired by an **approved repairer** **you** do not need to obtain any estimates and repairs can begin immediately after **we** have authorised them.

**We** will arrange for an **approved repairer** to contact **you** to arrange to collect the **insured vehicle**. All repair work undertaken by the **approved repairer** is guaranteed while **you** own the vehicle. This guarantee is not transferable if **you** sell the **insured vehicle**.

At **your** option **you** can arrange for a repairer of **your** choice to carry out the repairs. **You** must send **us** at least two detailed repair estimates and full details of the incident as soon as reasonably possible. **We** will only be liable for the repair costs at a non-approved repairer if **we** have agreed that the costs are reasonable and **we** have issued an authorisation to the repairer.

**We** may need to inspect the vehicle.

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

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

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

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

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

## Guidance Notes – Finance or Lease agreement

If your insured vehicle is the subject of a finance or lease agreement and your vehicle is deemed to be damaged beyond economic repair due to a covered loss under the policy the market value 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"><li>• Who holds a provisional driving licence; or</li><li>• who holds an international driving licence; or</li><li>• has held a full driving licence to drive a private motor car issued either in a country contained within the geographical limits or a member country of the European Union but for less than one year.</li></ul> | £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 are in addition to any other **excesses** shown elsewhere in this **policy document** or on **your Policy Schedule** or in any **endorsement**.

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

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SECTION A

### Protection and Recovery

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

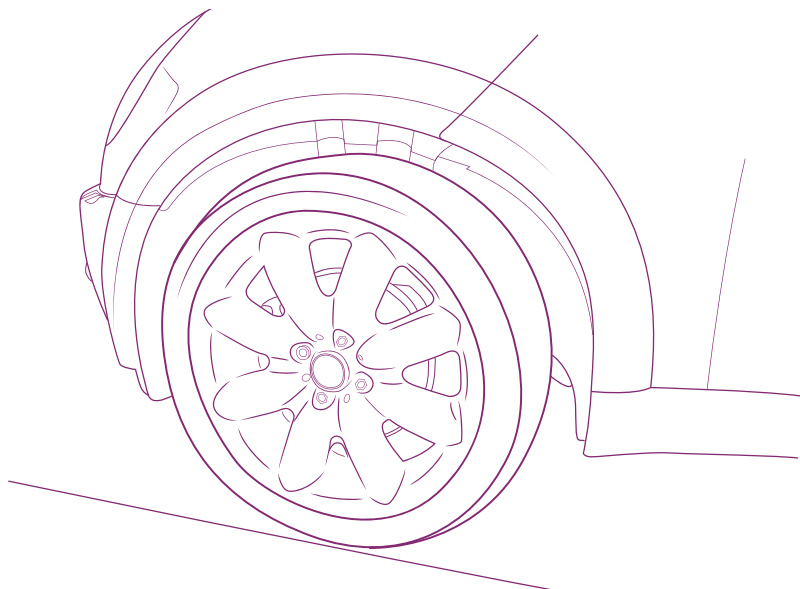
- the cost of its protection and removal to the nearest **approved repairer**, competent repairer or nearest place of safety; and
- the cost of re-delivery after repairs to **your** home address; and
- the cost of storage of the **insured vehicle** incurred with **our** written consent.

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

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

### Guidance Notes – Flood Advice

- If possible move your car 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 car through floodwater as it is inevitable that this will damage your engine particularly if your car has a diesel engine or turbo charger.
- If your car is submerged do not try to start the engine. If possible get your car pushed or towed out of the water and allow it to dry out. You may be lucky and the water may not have penetrated sufficiently to ruin the engine.
- Repairs to the insured vehicle resulting from flood damage are covered if your policy cover is comprehensive but claims will be subject to the policy excesses. A comprehensive policy will also pay for towing as well as damage to upholstery, carpets and stereo systems resulting from flooding but only up to the limits shown within this document.



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

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

### What is covered

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

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

Cover also applies under this section while the **insured vehicle** is 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 car; or
- pay an amount of cash equivalent to the loss or damage.

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

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

If the **insured vehicle** is under a lease agreement, the most **we** will pay will be either the **written down value**, agreed value or **market value**, whichever is the lower.

If the **insured vehicle** is subject to a hire purchase agreement, **we** will pay any money owed to that company first and then pay any remaining money to **you**. If **you** have acquired the **insured vehicle** through lease or contract hire, **we** will pay the lease or contract hire company either the **market value** or **written down value** of the **insured vehicle**, or the amount required to settle the agreement, whichever is less.

**We** will not pay more than the **market value** or **agreed value** of the **insured vehicle** at the time of the loss less the total of the **excesses** shown in the **policy schedule**.

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

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

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

### If the **insured vehicle**:

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

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 valid MOT certificate (if one is required by law) before **we** are able to meet the claim.

### In-car entertainment, communication and navigation equipment

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

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

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

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

### New car cover

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

- The loss or damage happens on or within the first anniversary of the date the **insured vehicle** was first registered; and
- **You** or **your partner** are the first and only registered keeper of the vehicle (or the second registered keeper if the first registered keeper is the manufacturer or supplying dealer and the delivery mileage is under 250 miles); or
- The vehicle is owned by a Lease Company who are the first and only registered keeper of the vehicle and they are in agreement that a replacement vehicle can be supplied; and
- The cost of repair is valued at more than 60% of the cost of buying an identical new vehicle at the time of the loss or damage (based on the United Kingdom list price including taxes); and
- The vehicle was supplied as new from within the **geographical limits**.

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

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

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

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

### Repairs

If the damage to the **insured vehicle** is covered under **your** policy and it is repaired by an **approved repairer** **you** do not need to obtain any estimates and repairs can begin immediately after **we** have authorised them. **We** will arrange for an **approved repairer** to contact **you** to arrange to collect the **insured vehicle**. All repair work undertaken by the **approved repairer** is guaranteed while **you** own the vehicle. This guarantee is not transferable if **you** sell the **insured vehicle**. **We** reserve the right to ask **you** to obtain alternative estimates. There is no provision for a courtesy vehicle to be made available to **you** under this insurance policy.

At **your** option **you** can arrange for a repairer of **your** choice to carry out the repairs. **You** must send **us** at least two detailed repair estimates and full details of the incident as soon as reasonably possible. **We** will only be liable for the repair costs at a non-approved repairer if **we** have agreed that the costs are reasonable and **we** have issued an authorisation to the repairer. **We** may need to inspect the vehicle.

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

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

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

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

### Protection and Recovery

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

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

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

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

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

### Guidance Notes – Preventing Crime

- Don't give criminals an easy ride. Car 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 car 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 car. Always keep keys secure even inside your home (do not leave keys where a burglar can easily find them).
- Keys and locking devices should always be kept in a safe and secure place - do not leave them on a wall hook, windowsill or in a jacket pocket close to the vehicle.
- Take appropriate measures to safeguard the vehicle when showing it to prospective purchasers.
- Do not keep items such as the car registration document, service book, MOT certificate or certificate of insurance in the car and never leave any valuables on view in the car. 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

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

- The amount of any **excess** shown in the **Policy Schedule** or in this policy document or in any endorsement that applies.
- Indirect losses which result from the incident that caused **you** to claim, for example, **we** will not pay compensation for **you** not being able to use the **insured vehicle**.
- Wear and tear, mechanical or electrical breakdown including failure of any equipment, integrated circuit, computer chip, computer software or computer related equipment and failure or breakages of any part due to application of brakes or road shocks.
- Depreciation or loss of value following repairs.
- Loss of or damage caused by someone taking the **insured vehicle** without **your** permission, unless the incident is reported to the police and assigned a crime reference number and **you** do not subsequently make any statement to the police that the **insured vehicle** was taken with **your** permission.
- Loss suffered due to any person obtaining any property by fraud or deception, for example a purchaser's cheque not being honoured by their bank.
- Loss or damage to the **insured vehicle** where possession of it is gained by deception on the part of someone pretending to be a buyer or someone pretending to act on behalf of a buyer.
- Loss or damage to the **insured vehicle** as a result of:
  - lawful repossession
  - return to its rightful owner
  - seizure by the police or their authorised representatives.
- Loss or damage caused by pressure waves from aircraft or any flying object.
- Loss of or damage to keys, lock or ignition activators, alarm or immobiliser activators (except as insured under Section I of this insurance – Replacement Locks).
- Repairs, re-programming or replacement of any component, including locks on the **insured vehicle**, resulting from the loss of or damage to the **insured vehicle** keys, lock or ignition activators or alarm or immobiliser activators (except as insured under Section I of this insurance - Replacement Locks).
- Loss of or damage to the **insured vehicle** and/or **in-car entertainment, communication and navigation equipment** while the **insured vehicle** is left **unattended** arising from theft or attempted theft when:
  - (i) ignition keys have been left in or on the **insured vehicle**; or
  - (ii) the **insured vehicle** has not been secured by means of door and boot lock; or
  - (iii) any window or any form of sliding or removable roof or hood has been left open or unlocked; or
  - (iv) the **insured vehicle** is fitted with a manufacturer's standard security device and the device is not operational or is not in use.
  - (v) the **insured vehicle** is fitted with a **telematics 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 manufacturers 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.
- Damage to tyres caused by braking, punctures, cuts or bursts.



## Exceptions to Sections A & B (continued)

- Damage caused by frost unless **you** took precautions to protect the **insured vehicle**.
- Loss or damage caused deliberately by **you** or by any person who is in charge of the **insured vehicle** with **your** permission.
- Loss or damage someone else causes with **your** permission or encouragement.
- 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**.

# Section C - Liability to Other People

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SECTION C

## What is covered

### Use of the insured vehicle

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

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

### Towing

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

### Third Party Property Damage Limit

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

## Legal Costs

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

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

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

## Emergency Medical Treatment

**We** will pay emergency treatment charges required by the Road Traffic Acts.

# Exceptions to Section C

## What is not covered

We shall not be liable:

- if the person claiming is otherwise insured; or
- for loss or damage to property belonging to or in the care of any person insured under this section or for not being able to use any such property; or
- for damage to the **insured vehicle** or property stored or being conveyed in it or for not being able to use any such property; or
- for loss or damage to any trailer or caravan being towed by the **insured vehicle** or for any property carried in or on that trailer or caravan or for not being able to use any such trailer or caravan; or
- for death or bodily injury to any person being carried in or on any trailer or caravan; or
- when a trailer or broken down vehicle is being towed for profit; or
- for any loss incurred while the trailer or broken down vehicle is not attached to the **insured vehicle**.
- if the death of or bodily injury to any person covered under this section arises out of or in the course of his/her employment except where such liability must be covered under the Road Traffic Acts; or
- if a person who was not driving makes a claim and he/she knew that the person driving did not hold a valid driving licence; or
- for any loss, damage, death or injury arising as a result of a 'road rage' incident or caused deliberately by **you** or any other person claiming under this policy except where such liability must be covered under the Road Traffic Acts; or

- for any loss, damage, death or injury caused intentionally or maliciously by **you** or any other person claiming under this policy (or for loss or damage someone else causes with **your** permission or encouragement; or
- for any claim resulting from carrying, preparing, selling or supplying of any goods, food or drink from the **insured vehicle**.

## Driving Other Cars

Driving other cars cover does not apply to this policy. This policy only covers **you** or anyone named on the **Certificate of Motor Insurance** to drive the **insured vehicle**.

## Section D - Provision of a Courtesy Car

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SECTION D

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

### What is covered

If the **insured vehicle** is damaged as a result of an accident and **you** choose for it to be repaired by one of **our approved repairers** **you** will be provided with a courtesy car for the duration of the repairs. The courtesy car provided is subject to the **approved repairer's** terms and conditions and will typically be a small hatchback with a one litre petrol or diesel engine.

### What is not covered

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

### Conditions

1. The courtesy car may be driven by all persons shown as entitled to drive on **your current Certificate of Motor Insurance**.
2. The courtesy car must only be used within the **geographical limits** of this policy.
3. The courtesy car provided must be returned immediately upon request by the **approved repairer** and at the latest on completion of the repairs or when a decision is reached to settle **your** claim.

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

## Section E - Personal Accident Benefits

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

### What is covered

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

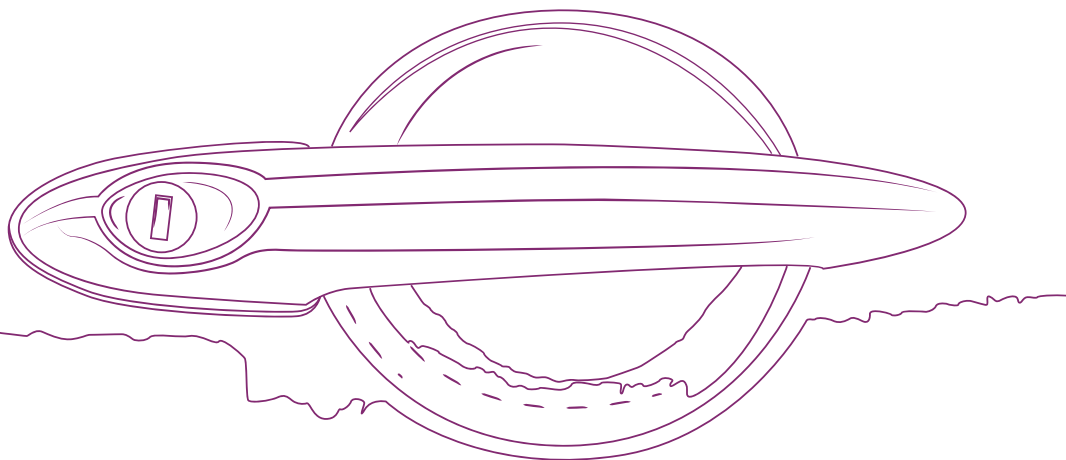
- For Death - £5,000
- For the total and irrecoverable loss of sight in one or both eyes - £5,000
- For the permanent loss (at or above the wrist or ankle) of use of one or more hands or feet - £5,000
- Permanent total disablement from attending to any business or occupation - £5,000

**We** will only pay these amounts if the death or loss happens within 3 calendar months of the accident.

### What is not covered

**We** will not pay for:

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



## Section F - Personal Belongings

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

### What is covered

We will pay for:

**Personal belongings**, which are lost or damaged following an accident, fire, theft or attempted theft involving the **insured vehicle** up to a maximum of £200 per claim.

### What is not covered

We will not pay for:

- Loss or damage caused by wear and tear or depreciation
- Loss of, theft of, or damage to **personal belongings** whilst **you** are not in the **insured vehicle** if the **insured vehicle** is left without being locked and/or if any window, roof opening, removable roof panel or hood is left open or unlocked
- Money, credit or debit cards, stamps, tickets, vouchers, documents and securities
- Goods, tools or samples carried in connection with any trade or business
- Loss of or damage to any radar detection equipment
- The cost of reinstating data from portable audio equipment, multi-media equipment, communication equipment, personal navigation and radar detection systems.
- Property insured under any other insurance contract.

## Section G - Medical Expenses

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

### What is covered

We will pay for:

The medical expenses for each person who suffers any injury arising from an accident while the person is in the **insured vehicle**. Up to a maximum of £200 for each injured person.

## Section H - Glass Damage

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

In the event of an incident likely to give rise to a claim for damaged glass please contact the approved replacement service via the **24 hour Claims Helpline on 0344 873 8183** or on-line by visiting **claims.markerstudy.com**

### What is covered

If the glass in the front windscreen or side or rear windows of the **insured vehicle** is damaged during the **period of insurance we** will pay the cost of repairing or replacing it. **We** will also pay for any repair to the bodywork of the **insured vehicle** that has been damaged by broken glass from the windscreen or window.

If the **insured vehicle** is fitted with Advanced Driver Assistance Systems (ADAS) and **you** use **our** approved replacement service to replace the windscreen, **we** will also pay for the recalibration of cameras or sensors fitted behind the windscreen to operate these systems, if required.

If the repair or replacement is carried out by **our** approved replacement service cover is unlimited subject to any applicable **excess** as shown in **your policy schedule** and the amount not being greater than the **market value** or **written down value** of the **insured vehicle** (to contact **our** approved replacement service please call **0344 873 8183** or on-line by visiting **claims.markerstudy.com**).

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

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

### What is not covered

**We** will not pay for:

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

## Section I - Replacement Locks

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SECTION I

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

### What is covered

If the lock transmitter, keys or other ignition activation device to the **insured vehicle** are lost or stolen **we** will pay for:

A maximum of £500, after deduction of the £100 **excess**, under this section towards the cost of replacing the following:

- the door locks and/or boot lock;
- ignition/steering lock;
- the keys or ignition activation device or the lock transmitter and central locking interface;
- the cost of protecting the **insured vehicle**, transporting it to the nearest repairers when necessary and delivering it after repair to **your** home address.

Provided it can be established that the identity or the risk address of the **insured vehicle** is likely to be known to any person in receipt of such items.

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

### What is not covered

- The first £100 of any claim; or
- Any claim where the keys, lock activation device or the lock transmitter and central locking interface are either:
  - left in or on the **insured vehicle** at the time of loss.
  - taken without **your** permission unless the incident is reported to the police as soon as reasonably possible, normally within 24 hours of **you** becoming aware of the loss, and a crime reference number obtained.
- Any loss resulting from a person known to **you** taking **your** keys or keyless entry system device, unless that person is reported to the police for taking this item without **your** permission and **you** do not subsequently make any statement to the police that the keys or lock activation device were taken with **your** permission.
- Any damage to the keys, keyless entry system device or locks of the **insured vehicle**.
- Any costs where a claim for other loss or damage is being made at the same time.
- Any loss resulting from fraud or deception.
- Any amount in excess of £500.



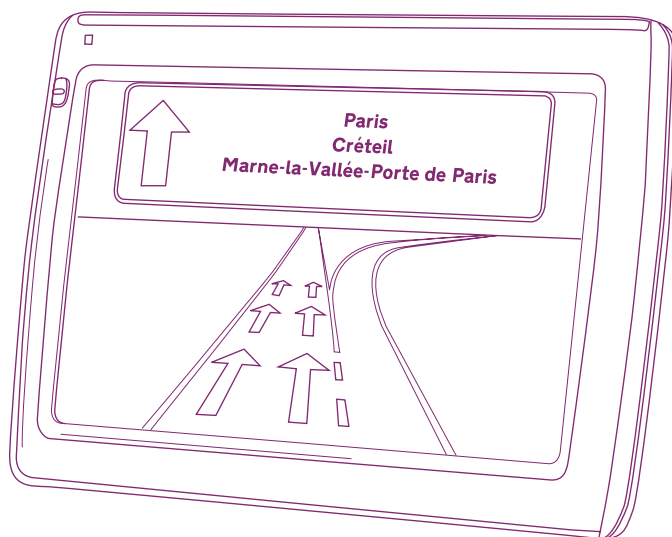
## Section J - Foreign Use of the Insured Vehicle

### Compulsory insurance

This policy provides the minimum cover the law says **you** need to use **your** vehicle in any country:

- in the EU;
- meeting the rules set out by Article 8 of the European Community Directive on Insurance of Civil Liberties arising from the use of motor vehicles (Directive 2009/103/EC).

If the law says **you** need cover that's less than the cover needed, as set out by UK law, UK cover will apply.



## Section K - Emergency Transport & Accommodation

## Section L - Child Car Seat

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

### What is covered

#### Accident recovery

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

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

Alternatively, **we** will arrange and pay for one night's accommodation (bed and breakfast only) subject to a maximum cost of £80 per person and up to a maximum of £500 in total.

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

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

### What is not covered

- More than £500 per incident
- Reimbursement for the purchase of any drinks or meals (other than breakfast as supplied as part of the one night's accommodation) clothing, toiletries, newspapers or telephone calls
- Any additional costs incurred for the transportation of any goods carried within the **insured vehicle**
- Coverage outside the **geographical limits** of **your** policy.

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

### What is covered

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

# 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 deregulated/derestricted toll roads or any race track, racing circuit or prepared course unless **you** have told **us** about this and **we** have agreed to provide cover; or
- 1.3 driven by, is in the charge of or was last in the charge of anyone not permitted to drive by **your Certificate of Motor Insurance** or temporary cover note or who is excluded by **endorsement**; or
- 1.4 driven by, is in the charge of or was last in the charge of anyone including **you** who is disqualified from driving or has never held a licence to drive a vehicle or is prevented by law from having a licence; or
- 1.5 driven by any person who holds or last held a provisional driving licence unless that person is a qualified driving instructor or is accompanied by a full licence holder aged 35 years or over and the accompanying full licence holder has held a full driving licence for at least 3 years; or
- 1.6 driven by, is in the charge of or was last in the charge of any person who does not meet the terms or conditions of his/her driving licence; or
- 1.7 used in an unsafe condition or while carrying an insecure load or while carrying a number of passengers that is likely to affect the safe driving of the vehicle; or
- 1.8 driven by **you** or any person insured to drive, should it be proved to **our**

satisfaction that the driver was under the influence of alcohol or drugs at the time of such loss or damage occurring. A conviction under the relevant law (including a conviction for failing to supply a specimen of breath, blood or urine) shall be deemed to be conclusive evidence that the driver at the time of the loss or damage was under the influence of alcohol or drugs. In addition, **you** or any insured driver must repay all the amounts **we** have paid arising from the incident including any claimants' damages and costs.

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

General Exception 1 will not apply:

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

### 2. Overseas use

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

Additionally **we** will not make any payments in respect of any proceedings brought against **you** or judgement passed in any court

# General Exceptions (continued)

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outside of the **geographical limits**, unless the proceedings or judgement arise out of the **insured vehicle** being used in a foreign country which **we** have agreed to extend this insurance to cover and the proceedings or judgement are brought in such country.

Whilst EU legislation requires that all motor insurance policies issued in the UK provide the legal minimum cover in all EU member countries, **you** are reminded that the holder of a provisional licence is not allowed to drive abroad and therefore cover will not be effective outside the **geographical limits**.

## 3. Contractual liability

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

## 4. Radioactivity

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

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

## 5. War

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

## 6. Earthquake, riot and civil commotion

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

- earthquake; or

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

## 7. Use on airfields

**We** will not cover any liability in respect of:

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

## 8. Pollution

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

## 9. Terrorism

**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.

## 10. Hazardous goods

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

## 11. Unsafe loads

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

## General Exceptions (continued)

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

# General Conditions

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

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

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

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

**Your** premium is based on information **you** supplied at the start of the insurance, subsequent alteration or renewal. **You** must tell **us** 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 car (whereby a new telematics installation would be required), change of occupation (including part-time), change of address (including where car is kept), change of drivers, if **you** or any drivers pass their driving test or sustain a motoring or non- motoring conviction or licence endorsement or fixed penalty endorsement or there is a change of main driver.

If **your** premium has been calculated on a limited annual mileage basis **we** will seek evidence at the time of a claim to prove that **your** estimated annual mileage has not been exceeded. If **you** fail to supply appropriate evidence or evidence is provided by **you** which shows that the estimated annual mileage has

been exceeded **you** will be required to pay the additional amount of **excess** shown on the endorsement applying to **your** policy.

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

## 2. Looking after your car

**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 car should not be left unlocked when **unattended**.

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

## 3. Having an MOT certificate

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

## 4. Accidents or losses

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

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

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

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

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

**Important: If you are advised that your stolen vehicle has been recovered following its theft and it is roadworthy, it is important that you notify your insurance intermediary immediately and before you drive the vehicle, so that we can reinstate it onto the Motor Insurance Database otherwise you run the risk of being stopped by the police as they may suspect the vehicle is not insured.**

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

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

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

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

## 5. Claims procedures

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

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

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

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

## 6. Cancellation

### Cancelling the policy within the reflection period

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

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

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

## General Conditions (continued)

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### Cancelling the policy after the reflection period

#### Cancellation by you

**You** or **your Insurance Intermediary** can cancel this policy either from the date **we** are notified, in writing, or a later date as requested by **you**. Providing there have been no claims in the current **period of insurance** **we** will refund the premium relating to the remaining **period of insurance** calculated on a proportionate basis dependent on the number of days left to run under the policy.

#### Cancellation by us

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

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

Where **you** have selected the telematics cover option, **we** may also cancel this policy:

- if **you** do not co-operate in having the **telematics device** fitted to **your insured vehicle** within the time frame advised by **your insurance intermediary**; or
- if the **telematics device** detects unacceptable driving behaviour, such as the **insured vehicle** being driven dangerously or at excessive speeds; or
- where the **telematics device** detects an event of **extreme speeding**.

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

**We** will refund the premium relating to the remaining **period of insurance** calculated on a proportionate basis dependent on the number of days left to run under the policy. The pro rata 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/or
- cancellation is not due to any fraudulent act by **you** or anyone acting on **your** behalf.

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

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



## Non-payment of premium

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

### Guidance Notes - Policy Cancellation

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

## 7. Total losses 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; and
- all pre-paid miles (if applicable) remaining in the current **period of insurance** will be forfeited 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, 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** and/or **your insurance intermediary**.

## 8. Right of recovery

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

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

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

## 9. Car sharing

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

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

## 10. Fraud

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

## General Conditions (continued)

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- (ii) immediately cancel this policy and all other insurances currently in force with **us** with which **you** and any authorised driver are connected.
- (iii) not issue any refund of premium on this and all other insurances currently in force with **us** with which **you** and any authorised driver are connected.
- (iv) inform the police of the circumstances.

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

### 11. Tax and registration

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

# Telematics Conditions

This section is only applicable to those policyholders that have selected Cover Option 2. This section will also apply if **you** have Selected cover Option 1 and passed **your** practical driving test and continuous cover has been agreed.

## Product Overview - Telematics Device

Cover can only be provided if a **telematics device** is fitted within **your** car within 24 hours of receipt of the **telematics device**.

The device must be operational at all times.

The **telematics device** collects information about **your** car's mileage and how it is being driven.

## Driving Behaviour and other factors that will influence Premiums

The policy is intended for safe drivers and **your** premium at renewal will be affected by the way that **your** car is driven. In addition to **your** mileage and behaviour, **we** also consider where and when **you** drive when determining the premium **you** are asked to pay at renewal. Poor driving behaviour, in particular consistent or **extreme speeding**, may result in **us** cancelling **your** policy at any time.

## Driving behaviour information

**You** will be able to view **your** latest driving information via an internet portal and **your** **insurance intermediary** will also be able to assist in providing information to **you**.

## Telematics Conditions

If **you** have been advised that a **telematics device** is required to be fitted within the **insured vehicle**, it is **your** responsibility that any party who has an interest in the ownership of **your** vehicle (such as **your partner** or a hire purchase company) has agreed that a device can be installed or enabled and any data generated can be reviewed and used for rating. The terms and conditions relating to the

installation and operation of the **telematics device** are detailed below and form part of this policy.

## 1. Installation

If **you** are unable to install the **telematics device** to **your** vehicle within 24 hours of receipt then **we** reserve the right to cancel **your** insurance policy in accordance with General Condition 6 of the policy.

**We** cannot be held responsible for any defects relating to the installation of the **telematic device** or defects in its design, materials and workmanship. Any warranty given by the supplier of the **telematic device** does not apply to any item which is part of the **insured vehicle** and which is used in conjunction with the **telematic device**, the maintenance of such items being the responsibility of the **policyholder**.

## 2. Changing your car

This insurance only applies to the **insured vehicle** shown in the current **Policy Schedule**.

If **you** change **your** car **you** must notify **your insurance intermediary** in accordance with General Condition 1 of this policy. **You** must make arrangements for a new **telematics device** to be fitted to **your** replacement car within 24 hours of receipt.

If **you** are unable to install the **telematics device** to **your vehicle** then **we** reserve the right to cancel **your** insurance policy in accordance with General Condition 6 of the policy.

## 3. Operation of Telematics Device Tampering

The **telematics device** must remain switched on and in use at all times to allow **us** to monitor driving performance. The **telematics device** has attack safeguards and tamper controls and it is a condition of this insurance that **you** will not permit any unauthorised

# Telematics Conditions

interference with the **telematics device** by any person.

If **we** detect any unauthorised interference with the **telematics device** or any interference with the GPS/ GSM signal emitted from the telematics and it is found that the **telematics device** and/or its emitted signal has been the subject of unauthorised interference, such interference will be treated as a fraudulent act and **your** policy will be cancelled immediately in accordance with General Condition 10 and all premiums will be forfeited.

## 4. Monitoring the Use of the Insured Vehicle

The **telematics device** collects information about the way **you** drive (including the speed of the **insured vehicle**). This information will be collected and used by **us**:

- to monitor **your** driving behaviour, in particular, compliance with speed limits; and
- to monitor the locations and times during which the **insured vehicle** is used, the way in which it is driven and where and when it is driven; and
- to provide further clarification as to the circumstance of a claim if **you** make a claim under the insurance policy; and
- to calculate future premiums based on the information collected.

The **policy** is intended for safe drivers and **your** premium at renewal will be affected by the way that the **insured vehicle** is driven and **your** mileage, as well as where and when **you** drive. Poor driving behaviour, and in particular **extreme speeding** or consistent speeding, may result in the withdrawal of cover.

**You** will be able to view feedback on **your** driving behaviour and mileage driven. **You** will be sent alerts to draw **your** attention to any extreme driving behaviour such as speeding.

This policy wording must be shown to any named driver on **your** insurance policy so they are aware that their driving will be monitored.

## 5. Accident Detection

In order to improve the speed with which road accidents and the resulting insurance claims are dealt with, **your telematics device** has been designed to automatically detect accidents.

If an accident is detected, **you** will be contacted by experienced service providers as quickly as possible, who will offer immediate assistance to help **you** deal with the immediate aftermath of the accident and collect information from **you** to begin the process of reporting the incident to **us** and submitting a claim under **your** policy if **you** wish to do so.

Whilst the technology used to detect accidents is effective, it is not able to detect every type of incident. If **you** are not contacted immediately, it is important **you** report any incident as soon as possible via the 24 hour claims helpline on 0344 873 8183. Please call within 24 hours of the accident, but ideally within 1 hour.

## 6. Data Errors

**We** will not be held responsible for any loss, damage, liability or costs caused by inaccuracies in the data collected by the **telematics device**.

## 7. Tracking the insured vehicle in the event of a theft

### What you need to do

If **you** discover that the **insured vehicle** has been taken without **your** permission and **you** believe it to have been stolen **you** should immediately contact the police to report the theft and obtain a crime reference number, once **you** have this number please contact the 24 hour Claims Helpline number 0344 873 8183.

# Telematics Conditions

On receipt of **your** telephone call **you** will be provided with immediate assistance by an adviser. The adviser will verify **your** policy details and explain the stolen vehicle recovery procedures.

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

**We** will immediately start tracking the **insured vehicle** to establish it's whereabouts. However, recovery of the **insured vehicle** is not guaranteed.

The adviser will liaise with the relevant Police Force to seek to recover the **insured vehicle**.

If the Police recover and secure the stolen vehicle, arrangements will be made with **you** for the **insured vehicle** to be collected from them. However, the Police may require the **insured vehicle** to be taken to a secure compound for further investigation.

**Important: If you are advised that your stolen vehicle has been recovered following its theft and it is roadworthy, it is important that you notify your insurance intermediary immediately and before you drive the vehicle, so that we can reinstate it onto the Motor Insurance Database otherwise you run the risk of being stopped by the police as they may suspect the vehicle is not insured.**

In the event of a valid claim under this policy **we** will pay the costs of protection and recovery of the **insured vehicle** as defined in Section B of this policy.

# Our Service Commitment

## What to do if you have a complaint

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

**If a dispute regarding your policy or claim arises 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 **us** at the address below:

Markerstudy Customer Relations  
Markerstudy Insurance Services Limited  
PO Box 727  
Chesterfield  
S40 9LH  
Email: [complaints@markerstudy.com](mailto:complaints@markerstudy.com)

When contacting **us** please provide:

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

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

If **we** are still unable to provide **you** with a final response at this stage, **we** will write to **you** explaining why and advise when **you**

can expect a final response. At this point **you** may refer **your** complaint to The Financial Ombudsman Service at the following address:

The Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## What you should know

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

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

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

## Customer feedback

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

Markerstudy Customer Relations,  
Markerstudy 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

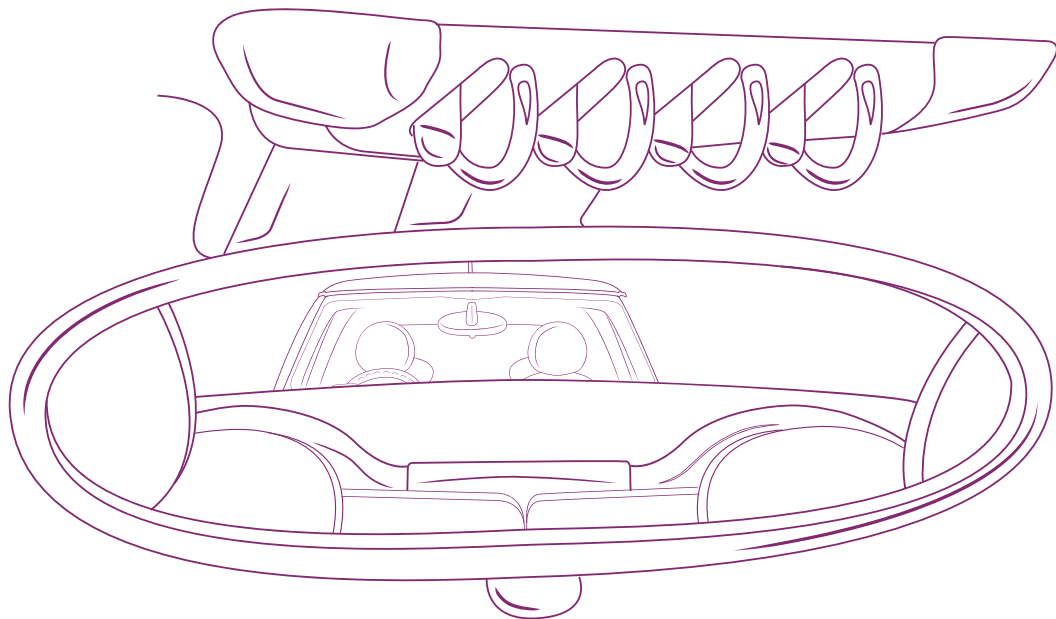
Markerstudy Insurance Services Limited is a member of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** liabilities under this policy.

Further information about the scheme is available on the FSCS website at [www.fscs.org.uk](http://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

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## Introduction

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

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

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

## How we may collect your information

**We** may collect details about **you** from

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

## What information we may collect about you

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

## How we may share your information

In order to provide **our** services to **you**, **we** may share **your** information with insurance

companies, solicitors, regulators, business partners and suppliers. **We** may also have a legal obligation to provide **your** information, in certain circumstances, with regulators, police and other public bodies.

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

## How we may use your information

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

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

**We** give details about some of these processes below.

## Driving Licence checks

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

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

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

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



## Providing you with details on our Products and Services

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

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

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

## Motor Insurance Database

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

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

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

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

## Fraud Prevention and Detection

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

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

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

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

## 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>

# How we use your information (continued)

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**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 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.

## 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

## Had an accident?

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

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

Delay in notification may invalidate **your** right to claim.

### Call 0344 873 8183

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

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

- Windscreen repair/replacement.
- **FREE** collection and re-delivery.
- **FREE** car cleaning service.
- **Approved repairer's** work is guaranteed all the time **you** own the **insured vehicle**.

## Does the accident involve a third party?

- Pass **your** details along with **your** policy number to the **third party**.
- If **you** are calling from the roadside an adviser may ask to speak to the third party, or ask **you** to request them to make contact on **0344 873 8183** within 1 hour.
- The **third party** may be entitled to a number of services free of charge (dependent on blame).

# Provisional Learner Driver Insurance Policy

[www.markerstudy.com](http://www.markerstudy.com)