



Introduction to Your Policy

Markerstudy Insurance Services Limited is pleased to welcome you as a customer. Markerstudy Insurance Services Limited administers your policy on behalf of Zenith Insurance Plc (the Insurer).

This Policy Document is evidence of a legally binding contract of insurance between you (the Insured) and Zenith insurance Plc (the Insurer).

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 agreed 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 we provide 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) and us (Zenith Insurance Plc) 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.



Gary Humphreys
For Authorised Insurers

Authorised Insurers, registered in Gibraltar No 84085. Registered Office: 846-848, Europort, Gibraltar. Zenith Insurance plc is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No. 211787). Zenith Insurance Plc is a member of the Association of British Insurers. QIC Europe Limited, registered in Malta with registered address The Hedge Business Centre, Triq ir-Rampa ta San Giljan, St Julian's, SJ1062, Maltaat No. 7, 4th Floor, Block C, Skyway Offices, 179 Marina Street, Pieta, PTA 9042, Malta. QIC Europe Limited is authorised and regulated by the Malta Financial Services Authority (MFSA) to carry on general insurance business in terms of the Malta Insurance Business Act, 1998 and subject to limited regulation by the UK Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No. 659521).

Several Liabilities Notice

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

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

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Definitions

Certificate of motor insurance

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

Coach

Any passenger carrying motor vehicle authorised to carry more than sixteen passengers.

Consent / Authority / Authorised / Permission

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

Customer, Commercial

A customer who is not a retail customer.

Customer, Retail

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

Endorsement

A change in the terms of your insurance. An endorsement does not apply unless the number appears on your schedule.

Excess

The amount you have to pay towards any claim under this insurance.

Goods carrying vehicle

Any motor vehicle manufactured and used for the carriage of goods.

Indemnity

A legal principle applying to this insurance which provides that a person sustaining a loss is placed as near as is possible in the same financial position after the loss as was occupied immediately before the loss.

Market value

The estimated market value of your vehicle had it been placed on the open market immediately preceding the loss or damage. The assessment of market value will be made on the basis that the vehicle is offered for sale in similar circumstances as applied immediately preceding the purchase by you. For example, if the vehicle was purchased privately, we will settle at the private sale price.

Minibus

Any passenger carrying motor vehicle with more than eight but not more than sixteen passenger seats.

Motor car

Any private passenger carrying motor vehicle with not more than eight passenger seats.

Definitions (continued)

Motor cycle

Any motor cycle, moped or motor cycle and sidecar.

Period of insurance

The length of time covered by this insurance as shown on the schedule.

Principal

Any person, company, partnership or firm with which you have entered into a contract for the execution of work or services.

Public and/or private hire vehicle

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

Schedule

The document giving details of you (the policyholder).

Sound reproduction and communications equipment

Permanently fitted radios, televisions, DVDs, navigation equipment, security devices, cassette and compact disc players, citizens band radios and telecommunications equipment. Portable items, cassette tapes and compact discs are not included in this definition.

Special type

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

Terrorism

Any action which contravenes the Terrorism Act 2006.

The Insurer

Zenith Insurance Plc and/or its co-insurers whose name and addresses are available on request.

The policyholder, the insured, you, your

The person, company, partnership or firm named in the certificate of motor insurance and the schedule.

Trailer

Any trailer or agricultural or forestry implement or machine which is properly constructed to be towed by a motor vehicle.

Unattended

When you or any passengers are not sitting in your vehicle.

We, us, our

The Insurer.

Your vehicle

Any vehicle shown on the schedule with its fitted accessories and spare parts.

Insurance provided

The level of cover provided by this insurance is shown on your schedule. The sections of this document that apply for each level of cover are as shown below. Cover is subject to any endorsement shown on your schedule.

- 1 **Comprehensive** - All sections of this insurance document apply.
- 2 **Third party fire and theft** - Sections 1, 2, 3, 4, 5, 7, 8, 9, 11
(Cover provided under section 5 applies only to loss by theft or damage by fire, theft or attempted theft.
- 3 **Third party only** - Sections 1, 2, 3, 4, 7, 8, 9.

Liability to third parties

What we cover

Your liability while using your vehicle

We will cover any payment that legally has to be made by you for:

- for death of or bodily injury to any person; and
- for damage to property

as the result of an accident involving your vehicle including loading or unloading.

We will not pay more than £20,000,000 in respect of motor cars or £5,000,000 in respect of any other vehicle for damage to property for any one claim or series of claims arising out of one cause. These limits will include all losses (whether caused directly or indirectly) and all legal costs following damage to property.

Liability of others while using your vehicle

In the same way as you are insured we will indemnify

- any person using or driving your vehicle with your permission as long as such person or use is included on your certificate of motor insurance;
- at your request the owner of your vehicle if this is someone other than you;
- at your request any passenger travelling in, or getting into or out of your vehicle; and
- the legal representatives of any person insured under this section in the event of his or her death.

Contingent liability

In the same way as we insure your vehicle under this section we will also insure you when, without your knowledge or consent, your employee is using a vehicle other than your vehicle for your business, but we will not insure you if there is any other insurance covering the same liability.

Legal costs

We may at our option and subject to receiving our written permission, arrange and pay for:

- costs and expenses incurred; and
- solicitors' fees for representation at a Coroner's Inquest or Fatal Accident Inquiry or for defending any prosecution in a Court of Summary Jurisdiction

in connection with any event which might be the subject of a claim under this section.

Liability to third parties continued on the next page.

Liability to third parties (continued)

In addition, we may provide a legal representative to advise and represent anyone covered under this section if proceedings are taken out against that person for manslaughter (including costs arising from you being prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007 where cover is limited to £5 million in relation to any one claim or series of claims arising from one cause) or causing death by dangerous or careless/inconsiderate driving.

Cross liabilities

The insured named in the schedule and each associated and/or subsidiary company shall be deemed third parties to one another in respect of claims under this section of your insurance document.

What we do not cover

- A Any person claiming but not driving if, to the knowledge of that person, the driver does not hold a licence to drive your vehicle unless the driver has held and is not disqualified from holding or obtaining such a licence.
- B Liability incurred by anyone who is insured against the same liability under any other insurance.
- C Loss of or damage to your vehicle (or any other vehicle covered by this insurance for contingent liability).
- D Loss of use of your vehicle or any subsequent loss caused directly or indirectly by the event which led to your claim.
- E Loss of or damage to:
 - 1 any property or animal belonging to or in the care of any person insured under this section of this insurance document; or
 - 2 any property or animal being conveyed in or loaded onto or unloaded from the insured vehicle or any other vehicle covered for contingent liability.
- F Loss of use or any other loss caused directly or indirectly by the event which led to your claim.
- G Death, injury or damage occurring beyond the limits of any carriageway or thoroughfare caused or arising in connection with the loading or unloading of your vehicle.
- H Death of or injury to any person during the course of their employment, except for the cover we must provide under the Road Traffic Acts or any other legislation applicable to motor insurance.
- I Legal costs which are covered under any other insurance policy.
- J Exemplary, aggravated or punitive damages.
- K Any result of terrorism other than to meet the requirements of the Road Traffic Acts or any other legislation applicable to Motor Insurance.
- L Any fines or penalties imposed as a consequence of a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007 or any prosecution costs.
- M Legal costs in respect of proceedings where the driver is under 21 at the time of the accident.
- N Legal costs in respect of proceedings where the driver is under the influence of alcohol or any drug at the time of the accident.
- O The cover in respect of legal costs is limited to £5,000 in any one claim (except for costs arising from you being prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007 which are limited to £5 million in any one year of insurance unless stated otherwise).

Towing

What we cover

We will extend Section 1 of your insurance to provide cover while your vehicle is towing a trailer or broken down vehicle (as allowed by law) which must be attached securely to your vehicle in line with the manufacturer's recommendations.

What we do not cover

We will not pay under this section

- A Damage or loss to the towed trailer or broken down vehicle.
- B Damage or loss of any property being carried in or on the trailer or broken down vehicle.
- C A trailer or broken down vehicle being towed for hire and reward.
- D Towing more trailers than the number allowed by law.
- E Towing more than one broken down vehicle.
- F Any damage or liability incurred in respect of trailers unattached at the time of damage or loss (except where they have become temporarily unattached during the course of the journey).
- G We will not make any payment in relation to the death or injury to any person travelling in a vehicle you are towing unless that vehicle is being towed because it has broken down, other than where we are required to under the Road Traffic Acts or any other legislation applicable to motor insurance.
- H We will not make any payment in relation to the death or injury to any person travelling in or on a trailer or caravan you are towing other than where we are required to under the Road Traffic Acts or any other legislation applicable to motor insurance.

Indemnity to principals

What we cover

In the same terms in which we insure you in section 1 of this insurance document, we will extend cover to include any liability assumed by you in connection with your vehicle under any contract with a principal.

What we do not cover

We will not pay under this section

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

What we cover

In the same terms as we insure you under section 1 of this insurance document, we will extend

cover to include liability arising out of the moving aside, without the authority of the owner, an obstructing vehicle if the position of this vehicle prevents the legitimate passage or the loading or unloading of your vehicle.

This section only applies while the obstructing vehicle is being driven by you, or your business partner, director or employee.

Damage to your vehicle and fire and theft

What we cover

If your vehicle is damaged or lost by theft we will at our option

- repair or replace it; or
- pay you an amount of cash.

Loss or damage more specifically covered under section 6 of this insurance document is excluded.

The most we will pay

If your vehicle was

- first registered from new in the United Kingdom; and
- originally supplied by the manufacturer's officially approved United Kingdom dealership

the most we will pay will be its insured value, the amount shown on your purchase receipt for your vehicle, or market value at the time of damage, whichever is the lowest amount subject to a maximum vehicle value of £100,000 unless agreed and authorised by underwriters and endorsed on your policy.

If your vehicle was not originally supplied as new by the manufacturer's officially approved United Kingdom dealership, the most we will pay will be

- the insured value; or
- the amount shown on your purchase receipt for your vehicle; or
- the market value of the manufacturer's United Kingdom model with the nearest equivalent specification

whichever is the lowest amount subject to a maximum vehicle value of £100,000.

If your vehicle is under a lease agreement the most we will pay is the written down value or the market value whichever is the lesser.

Theft of keys

If the keys or lock transmitter for your vehicle are stolen we will pay for the cost of replacing

- the door locks and/or boot lock; or
- the ignition/steering lock; or
- the lock transmitter and central locking interface

We will also pay for the cost of re-coding or if necessary replacing any alarm system used in connection with your vehicle.

Damage to your vehicle and fire and theft continued on the next page.

Damage to your vehicle and fire and theft (continued)

The total amount payable as a result of the theft of keys or lock transmitter will be limited to a maximum of £1,000 any one incident for each of your vehicles.

New motor car replacement

If within one year of first registration as new any motor car which is purchased new by you and is owned by you or held by you from new under a hire purchase agreement and insured for damage or loss by theft is

- lost by theft and not recovered; or
- damaged to the extent that the cost of repairs will exceed 60% of the manufacturer's recommended retail price plus taxes immediately prior to such damage and the claim is settled as a total loss

we will pay for the cost of purchasing a new replacement motor car of the same make and model provided that

- A the policyholder requests it;
- B any other interested party known to us consents;
- C such a replacement is available; and
- D your vehicle was first registered from new in the United Kingdom.
- E the vehicle is not subject to a leasing agreement.
- F your vehicle is not used for hire and reward.

Excess

You are responsible for paying the first part of each claim under this section in accordance with the amount(s) shown on your schedule. The amounts shown on the schedule apply to each vehicle which is subject to a claim under this policy.

What we do not cover under section 5

- A Any claim for more than £500 for the repair or replacement of sound reproduction and communications equipment.
- B Loss or damage when your vehicle is left unattended if the last person in possession of or in charge of your vehicle prior to the loss or damage is not included to drive in your certificate of motor insurance.
- C Damage to or loss of your vehicle or its accessories if the vehicle is left unattended unless all ignition keys are removed from your vehicle and all doors, windows and other openings are closed and locked so that your vehicle is fully secure. This applies even for short periods such as in a petrol station.
- D Loss or damage to trailers owned by you or in your care, custody or control but details of which have not previously been notified to us.
- E Loss of use or any other loss caused directly or indirectly by the event which led to your claim.
- F Depreciation, wear and tear.
- G Any reduction in market value following repairs to your vehicle.
- H Any reduction in market value following the theft of your vehicle.
- I Damage to tyres caused by braking, punctures, cuts or bursts unless resulting from an accident to your vehicle.
- J Any part of the cost of repair or replacement which leaves your vehicle in a better condition than before the damage was sustained.
- K Any part of the cost of repairing or renewing areas of your vehicle which were not damaged in the incident for which you are claiming.
- L Mechanical, electrical, electronic, computer failures or breakdown or breakages.
- M Loss or damage caused intentionally or maliciously by you, any business partner, any director or any person employed by you or any person covered under this policy or any member of your family, or loss or damage someone else causes with your permission or encouragement.
- N The loss of, or damage to, your vehicle resulting from fraud, deception or attempted fraud or deception or by the using of a counterfeit or other form of payment which a bank or building society will not authorise.

Exceptions to section 5 continued on the next page.

Exceptions to section 5 (continued)

- O Loss resulting from repossession or restitution of your vehicle to its rightful owner.
- P More than the manufacturer's last United Kingdom list price of any part or accessory if such part or accessory is not available from stock in the United Kingdom.
- Q Any loss or damage to personal belongings or effects in your vehicle.
- R Loss or damage caused by an inappropriate type or grade of fuel being used.
- S Loss or theft of fuel.
- T Loss of or damage to any drawbar trailer unless notified to, and agreed by, underwriters.

See also section 11 General exceptions which apply to the whole insurance.

Repairing and replacing glass

What we cover

If the windscreen or a window or the glass sunroof of your vehicle is broken or damaged we will pay the reasonable cost of repairing or replacing it. We will also pay for any scratching of bodywork caused by broken glass.

If you contact Glassline to arrange for the broken or damaged glass to be repaired or replaced, cover will be unlimited.

If you use any other glass fitting service to repair or replace the broken or damaged glass **without obtaining our prior consent**, the most we will pay is £150 for any one claim, before the deduction of any excess.

Excess

You will have to pay an excess in relation to claims made under this section. The excess will be shown as an endorsement on your schedule. Unless endorsed otherwise, you will not have to pay the excess if the damaged glass is repaired rather than replaced by Glassline.

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

Section 7

Unlicensed drivers

What we cover

The requirement in the certificate of motor insurance that the person driving holds a licence to drive or has held and is not disqualified from holding or obtaining such a licence will not apply in circumstances where a licence is not required by law.

What we do not cover

We will not provide indemnity under this section if

- A the other terms and restrictions in the certificate of motor insurance are not being complied with; or
- B the person driving is not of a sufficient age to hold a licence to drive the insured vehicle.

Section 8

Unauthorised use

What we cover

In the same terms as we insure you under this insurance we will also provide indemnity if your vehicle is being used or driven by your business partner, director or employee and is being used without your knowledge and consent for a purpose not permitted by your certificate of motor insurance.

What we do not cover

We will not provide indemnity under this section

- A to anyone other than the policyholder in respect of claims for liability to others; or
- B unless you have taken all reasonable precautions to ensure that all persons who may use or drive your vehicle are aware of the limitations to use under this insurance.

Geographical limits

This insurance provides full schedule cover while your vehicle is in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Additionally, in accordance with EU Directives, this insurance provides the minimum cover necessary to comply with the laws relating to compulsory motor insurance while your vehicle is in:

- any country which is a member of the European Union; or
- any other country which agrees to meet European Union Directives on motor insurance and which the Commission of the European Union is satisfied has made arrangements to meet the requirements of these Directives.

Motor Car and goods carrying vehicles with a gross vehicle weight up to 3500 kgs

The cover shown on your schedule is automatically extended to the countries defined in the bullet points above in respect of motor cars and goods carrying vehicles with a gross vehicle weight of up to 3500 kgs unless otherwise endorsed on your policy.

All other vehicles

There is no automatic full schedule cover for all other vehicles outside of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

If before departure you notify us, obtain our agreement and pay any additional premium we require, we may extend this insurance to provide the cover shown on your schedule while your vehicle is in temporary use in the following:

- any country which is a member of the European Union; or
- any other country which agrees to meet European Union Directives on motor insurance and which the Commission of the European Union is satisfied has made arrangements to meet the requirements of these Directives.

For certain countries (other than those where automatic full schedule cover applies) the amount(s) of excess mentioned on your schedule may be increased. If we require an increased excess you will be advised at the time we agree to extend the geographical limits.

Geographical limits and travel abroad continued on the next page.

Geographical limits and travel abroad (continued)

Full insurance outside the geographical limits

If before departure you notify us, obtain our agreement and pay any additional premium we require, we may extend this insurance to provide the cover shown on your schedule while your vehicle is in temporary use in certain countries other than those defined above. The countries to which we agree to extend cover will be limited to those countries which are covered by the International Green Card System.

Additional cover under this section

We will also insure you while your vehicle is being loaded or unloaded or is in transit to or from the countries in which full schedule cover applies. Transit must be by a recognised air, sea or motor-rail route taking less than 65 hours under normal conditions or via the Channel Tunnel Fixed Link.

We will also refund any customs duty that you may be obliged to pay as a direct result of loss of or damage to your vehicle preventing it being returned to the United Kingdom from any country in which we have agreed to insure you. Customs duty will only be refunded provided that the loss or damage is covered by this insurance.

This insurance also provides cover for General Average contributions, salvage charges and sue and labour charges while your vehicle is being transported by sea between any countries in which we agree to insure you. This cover is only provided when the loss or damage to your vehicle is covered by this insurance.

Section 10

Medical expenses

What we cover

If there is an accident involving your vehicle, we will pay up to £250 to cover the medical expenses of each person who is injured while they are in your vehicle.

Section 11

Suspending cover

If you tell us that a vehicle is off the road and not being used for a period of not less than 12 consecutive weeks, we will suspend cover under this policy except for that provided in relation to fire and theft. At the end of this period, we will return the premium which would have applied to the vehicle for that period minus 50%.

Underwriters will only consider reducing cover to fire and theft subject to receipt of a SORN (Statutory Off Road Notification) for the vehicle in question.

Guidance notes

This is the cover available for death and injury to you, or your employees after an accident.

Please read the circumstances where this benefit will not apply.

What we cover

If you, or one of your employees are injured or die within three months of an accident in your vehicle and as long as the accident is the only cause of the injury or death, we will pay the following amounts.

- | | | |
|---|---|--------|
| A For death | - | £2,500 |
| B For loss of any limb | - | £2,000 |
| C For permanent blindness in one or both eyes | - | £2,000 |

The most we will pay for anyone following one accident is £2,500.

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

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

What we do not cover

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

Section 13

Personal belongings

Guidance notes

Most of your personal belongings worth up to £100 are covered, but make a note of the items we do not cover under this insurance.

We expect you to take reasonable care of your belongings by always locking the car and keeping your personal items in the boot.

What we cover

We will pay up to £100 for personal belongings in your vehicle if they are stolen or damaged.

What we do not cover

- A Trade goods or samples or any equipment to do with your work.
- B Money, stamps or documents.
- C Any audio equipment, cassettes, records or compact discs.
- D Phones or two-way radios.
- E Theft of items carried in an open or convertible car, unless you keep them securely locked in the boot.
- F Property insured under any other insurance contract, or property you have not reasonably protected.

The personal belongings section only applies once for each event.

General exceptions

These exceptions apply to the whole insurance.

Your insurance does not cover the following.

- A Any accident, injury, loss or damage while your vehicle or any other vehicle covered by this insurance is
- 1 being driven by or is in the charge of any person who is driving without your permission or is not included on your certificate of motor insurance as a person entitled to drive;
 - 2 being driven by or is in the charge of any person who is excluded from driving by an endorsement, term or condition of this insurance;
 - 3 being used for any purpose not permitted by your certificate of motor insurance (this exception does not apply to section 8 of this insurance document);
 - 4 being used for rallies, trials, competitions, racing, pacemaking, or any speed contest or being driven in a match whether or not for wager;
 - 5 being let out on hire;
 - 6 being driven by any person who fails to comply with the terms and limitations of his or her driving licence (this exception does not apply to section 7 of this insurance document);
 - 7 being driven with your permission by any person who does not hold or has not held a valid driving licence (this exception does not apply to section 7 of this insurance document);
 - 8 being driven by any person who is disqualified from driving or who by law is prevented from holding or getting a driving licence;
 - 9 being driven in an unsafe or unroadworthy condition or does not have a valid MOT certificate when required to do so;
 - 10 carrying a load which would result in the Gross Plated Weight or Gross Train Weight for the vehicle being exceeded;
 - 11 being driven with an insecure load, or a number of passengers which makes it unsafe to drive or exceeds the manufacturer's specification;
 - 12 being used for the carriage of explosives, chemicals, chemical by-products, acids or goods of a generally dangerous or inflammable nature;
 - 13 towing a trailer which is unsafe or has an insecure load;

General exceptions (continued)

- 14 towing a greater number of trailers than is permitted by law;
 - 15 being used outside the geographical limits of this insurance unless cover has been extended beyond these limits under section 9 of this insurance document;
 - 16 damaged by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
 - 17 being driven or used for hire and reward purposes without the appropriate operators licence where required.
- B Any result of war, revolution or any similar event.
- C Any loss or damage caused by any government, public or local authority legally taking or damaging your property.
- D Any loss or damage caused by
- earthquake; or
 - riot or civil commotion occurring in Northern Ireland or elsewhere outside England, Scotland, Wales, the Isle of Man or the Channel Islands.
- E Any liability you have accepted by agreement or contract unless that liability would have existed without the agreement (this exception does not apply to section 3 of this insurance document).
- F Any loss or damage caused directly or indirectly by
- ionising radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel however caused; or
 - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear material or any part of it.
- G Any loss, damage or liability arising from pollution or contamination, however caused, other than to meet the requirements of the Road Traffic Acts or any other legislation applicable to motor insurance.
- H Any loss, damage or liability caused by the solidification, spillage, leakage or mis-delivery of any load
- being carried on; or
 - being loaded onto or unloaded from your vehicle.
- Other than to meet the requirements of the Road Traffic Acts or any other legislation applicable to motor insurance.

General exceptions continued on the next page.

General exceptions (continued)

- I Any accident, injury, loss or damage while your vehicle is being used as a tool of trade, other than to meet the requirements of the Road Traffic Acts or any other legislation applicable to motor insurance.
- J Any accident, injury, loss, damage or legal liability of whatsoever nature directly caused by or contributed to by or arising from your vehicle whilst in or on that part of any commercial, private or military airport or airfield provided for
 - a the take-off or landing of aircraft or the movement of aircraft on the ground; or
 - b aircraft parking, including any associated service roads, refuelling areas, ground equipment parking at aprons, maintenance areas and hangars.
- K Any loss, damage or liability incurred while your vehicle is being used in any form of competition, rally, trial, track day, performance test, timed lap, race or speed trial whether or not your vehicle is on private property, a public road, a private racetrack or a derestricted toll road. (Derestricted toll roads are roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended including the Nurburgring).
- L Any liability, loss or damage where you or any appropriate driver is negligently in breach of the Road Safety Act 2006, except where we are required to provide this cover under the Road Traffic Acts or any other legislation applicable to motor insurance.

The General exceptions shown above are in addition to any exceptions shown elsewhere in this insurance document or on your schedule.

General conditions

The following General conditions apply to this insurance as a whole and are in addition to any conditions shown elsewhere in this insurance document or on your schedule.

A Compulsory motor insurance - our right of recovery

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

B Notification of changes - your obligations

1 Replacement or additional vehicles (including temporary additions)

You must tell us immediately of any replacement or additional vehicle you wish to insure under this insurance for entry on the Motor Insurance Database as required by the relevant law applicable in Great Britain and Northern Ireland. The replacement or additional vehicle should not be used until you have obtained a certificate of motor insurance or temporary cover note for it. If you do not tell us, and the replacement or additional vehicle is involved in an accident or loss, your insurance may not cover you fully or at all.

Cover for any replacement or additional vehicle under this insurance will be subject to terms and premium adjustment as advised to your insurance adviser.

2 Other changes

You must tell us immediately about any changes which could affect your insurance and which have happened since the cover first started or since you last renewed your insurance cover. If you do not tell us about these changes your insurance may not cover you fully or at all. Some examples of changes which must be notified to us are as follows

- details of drivers you have not told us about before;
- if anyone who drives under this insurance sustains convictions or prosecutions;
- details if you or anyone who will drive develops a medical condition; or
- if you intend to modify your vehicle even if the change is only cosmetic.
- change of trading title.

General conditions continued on the next page.

General conditions (continued)

- you or your company have gone into administration, receivership or liquidation or enter into an IVA (Individual voluntary arrangement) or CVA (Company voluntary arrangement).

If you are in any doubt as to what should be advised please ask the broker or intermediary who arranged this cover for you.

C Making a claim - your obligations

In the event of any accident, injury, loss or damage, you must notify us as soon as is possible by ringing our Accident Service Line on **0800 072 2050** (calls made to or from this number and other numbers at the Insurer may be recorded for training and monitoring purposes) and, if we require, by writing to us at Prospect House, Thanet Way, Whitstable, Kent, CT5 3FD. We may subsequently require you to provide full details of the occurrence by the completion of either our accident report form or theft claim form.

Travelling outside the UK – claims notification. If you are travelling abroad and need to notify us of a claim, please contact your insurance adviser, alternatively telephone our local agents on 0044 1252 820161.

You must tell us as soon as you know of any impending prosecution proceedings, Coroner's Inquest or Fatal Accident Inquiry in connection with any occurrence for which there may be liability under this insurance.

Any loss by theft or damage caused to your vehicle as a result of attempted theft or vandalism must be reported to the police as soon as is reasonably possible.

Every relevant letter, Claim, Writ, Summons or process must be sent to us immediately it is received.

You, or any person covered by this insurance must not negotiate, admit liability or make any offer, promise or payment without our prior written consent.

You or any person covered by this insurance must give us all the help and information we may need.

D Our rights following a claim

We will be entitled to take over and conduct in your name or in the name of any person covered by this insurance the negotiation, defence or settlement of any claim or take legal proceedings to recover for our own benefit any payment made under this insurance, as we feel appropriate in the circumstances.

General conditions (continued)

Any uninsured loss associated with a claim admitted by us will not prevent us from acting in accordance with this condition without reference to you or any other person covered by this insurance.

A person, company, partnership or firm who was not a party to this contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

E Authorisation of repairs

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

If we choose, we may arrange for the repairer to use suitable (possibly recycled) parts and accessories that are made by a company other than the manufacturer of your vehicle.

If your vehicle is damaged and a part or accessory cannot be repaired or replaced, we will only pay you the manufacturer's last United Kingdom list price. If your vehicle is an imported vehicle and the damaged part or accessory has never been available in the United Kingdom, we will only pay the manufacturer's last list price in the country your vehicle came from. We will not pay the cost of importing any part or accessory needed to repair your vehicle.

If we consider that the repair estimate is unreasonable we reserve the right to contact the repairer and, if we cannot reach agreement on a revised estimate, to arrange for your vehicle to be moved to another repairer. In this event, we will pay for any work already completed and for any new part or accessory bought with our written consent and for the cost of completing repairs to the vehicle.

If, following loss or damage, we consider your vehicle to be beyond economic repair, we may arrange for it to be moved to a place of safe storage without your prior agreement.

General conditions continued on the next page.

General conditions (continued)

You will be required to pay the repairer the amount of excess shown on your schedule before your vehicle is released to you after repair.

F Cancellation

1 Cancellation by us

We or your insurance adviser may cancel this policy by sending seven days' notice to your last known address (and in the case of Northern Ireland to the Department of the Environment for Northern Ireland) where there is an exceptional or valid reason for doing so.

Exceptional or valid reasons may include but are not limited to:

- You do not pay the premium or an instalment when you have been notified that an outstanding amount is required by a specific date.
- You or anyone else covered by this insurance has not met the terms and conditions in this document of motor insurance including those shown on your schedule.
- You have not provided the requested documentation (e.g. completed proposal form, Statement of Fact, proof of no claim bonus) or provided access to your driving licence details as held by the appropriate authority.
- A change in you or your companies circumstances means that we can no longer provide cover.
- Where we identify misrepresentation or fraud or any attempt to gain an advantage under this insurance to which you are not entitled.
- Use of threatening or abusive behaviour or language or intimidation or bullying of our staff or suppliers.

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

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

General conditions (continued)

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

2 Non-payment of instalments

If you are paying your premium under an instalment scheme and you fail to keep up the payments we have the right to cancel this insurance with immediate effect and to recover the unpaid instalments from you.

3 Cancellation by you

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

If you have entered into this contract of insurance as a retail customer you have a right to cancel this insurance if you advise us or your insurance adviser within 14 days of the start date (or annual renewal date) of your policy or (if later) the day on which you receive the insurance policy documentation and supporting information.

If you exercise your right to cancel the insurance policy during this initial period of cover, you will have to pay ‘pro rata’ rates for the period of time you have had insurance cover. Additional charges may include a proportion of any commission paid to your insurance adviser and a proportion of any fees charged by your insurance adviser, sufficient to cover their costs.

Cancelling after the initial period of cover – ‘Retail’ customers only

If you have entered into this contract of insurance as a retail customer (ie a ‘consumer’ as defined in the Financial Services (Distance Marketing) Regulations 2004) you may also cancel this insurance at any time after the initial period of cover. Cancellation will take effect from the date we receive your notice to cancel, or a date in the future that you have specified but cannot be backdated. A refund of premium may be due providing no claim has been made during the current period of insurance and will be calculated from the date on which we (or your insurance adviser) receive your instructions to cancel and will be calculated using our short period rates shown below.

General conditions continued on the next page.

General conditions (continued)

Period of cover in the policy period not exceeding	Refund of premium
One month	80%
Two months	70%
Three months	50%
Four to five months	40%
Six months	30%
Seven months	20%
More than seven months	0%

Cancelling your cover – ‘Commercial’ customers only
If you have entered into this contract of insurance as a commercial customer (ie a customer who is not a retail customer) you may cancel this insurance at any time. Cancellation will take effect from the date we receive your notice to cancel, or a date in the future that you have specified but cannot be backdated. A refund of premium will be due providing no claim has arisen during the current period of insurance. The refund of premium will be calculated from the date on which we (or your insurance adviser) receive your instructions to cancel and will be calculated using our short period rates – see Refund of Premium rates above.

G Your duty to us

We will only be liable to make any payment under this insurance if

- you or any other person covered by this insurance have observed and fulfilled all its terms and conditions; and
- the statements made and information confirmed by you in your proposal form are to the best of your knowledge correct and complete.

H Care of your vehicle

You must take all reasonable steps to protect your vehicle against loss or damage and maintain it in a safe and roadworthy condition.

You must allow us free access to examine your vehicle at all reasonable times.

I Total loss claims

If we agree to accept a claim under section 5 of this insurance document (Damage to your vehicle and fire and theft) and we consider your vehicle to be beyond economic repair

- settlement of the claim will be subject to us taking over ownership of your vehicle; and

General conditions (continued)

- we will be entitled to deduct any amount of outstanding premium from any monetary payment made in respect of such claim.

If, to our knowledge, your vehicle is under a hire purchase or leasing agreement, any payment we make for total loss will be made to the hire purchase or leasing company whose receipt will be a full and final discharge.

J Other insurances

If at the time of any claim under this insurance there is any other cover in force insuring the same loss, damage or liability as our insurance, we will only pay any amount above that provided by the other insurance. This condition does not make us responsible for any amount which would not otherwise have been payable under any section of this insurance document.

K Deleted vehicle rebates

Underwriters reserve the right to withhold return premiums for vehicles deleted during the period of insurance if during the same period of insurance:

- a the insured vehicle is a total loss,
or
- b the deletion of vehicle(s) has led to a significant reduction in numbers, for example a reduction of 30% or more of the vehicle numbers from inception or renewal of the policy,
or
- c the policy has been cancelled.

L False statements

If a claim is made which you or anyone acting for you knows is false, or if you give us incorrect information or fraudulent documents, we will not pay the claim, cover under this insurance will not be valid, and you will lose any premium you have paid. We may also contact the Police and/or relevant authority(s) in relation to possible criminal proceedings.

M Law

Unless we have agreed otherwise with you, this insurance is governed by the law applying in the particular country in the United Kingdom you live in. If there is any dispute over which law is to apply to this insurance it will be English law. We will not cover any payments that are awarded by a court in a country outside of the United Kingdom unless your cover has been extended to that country under section 9 of this insurance.

Our Service Commitment

What to do if you have a complaint

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

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

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

Markerstudy Insurance Services Limited
Prospect House, Thanet Way, Whitstable CT5 3FD
Email: processing@markerstudy.com

When contacting Markerstudy Insurance Services Limited please provide:

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

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

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

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

What you should know

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

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

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

Customer Feedback

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

Markerstudy Insurance Services Limited
Prospect House, Thanet Way, Whitstable CT5 3FD

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.



All correspondence should be addressed to:

Markerstudy Insurance Services Limited,
Prospect House, Thanet Way,
Whitstable, Kent CT5 3FD

Markerstudy Insurance Services Limited is part of an appointed service provider to but is not an agent of Zenith Insurance Plc.

Markerstudy Insurance Services Limited, Prospect House, Thanet Way, Whitstable, Kent CT5 3FD.

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

Zenith Insurance plc is regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority, and the Prudential Regulation Authority in respect of underwriting business in the UK (No. 211787) 846-848 Europort, Gibraltar. QIC Europe Limited is authorised and regulated by the Malta Financial Services Authority (MFSA) to carry on general insurance business in terms of the Malta Insurance Business Act, 1998 and subject to limited regulation by the UK Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No. 659521) The Hedge Business Centre, Triq ir-Rampa ta San Giljan, St Julian's, SJ1062, Malta MISLZMF08/18