



COMMERCIAL VEHICLE
INSURANCE POLICY



HELPFUL INFORMATION IF YOU NEED TO ALTER YOUR MOTOR INSURANCE

CHANGE OF VEHICLE

Please notify Markerstudy Insurance Company Limited as soon as possible if You change Your Vehicle, including details of any security system fitted to the Vehicle and any alterations to the manufacturer's standard specification. You will need to return Your Certificate of Motor Insurance so that it can be replaced to show the registration number of Your new Vehicle effective from the date of the change.

CHANGE OF ADDRESS

Please notify Markerstudy Insurance Company Limited of any change of address, including details of where Your Vehicle is parked overnight.

CHANGE OF DRIVERS

Please notify Markerstudy Insurance Company Limited of any change to the drivers covered by this Motor Policy. When adding a driver to Your Motor Policy You will need to confirm full details so that cover can be agreed and return Your Certificate of Motor Insurance for amendment.

DRIVING ABROAD

If You wish to use Your Vehicle abroad, please notify Markerstudy Insurance Company Limited at least two weeks prior to Your departure, so that Your cover can be extended for the appropriate period. Your Motor Policy provides cover in the European Union at no charge for one trip per policy year of insurance, provided the trip is for a period of 30 days or less. Subsequent or longer extensions, or use in any country that is not a member of the European Union may incur an additional premium.

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TO ENSURE THAT YOUR CLAIM IS SETTLED QUICKLY AND EFFICIENTLY,

PLEASE CALL OUR 24 HOUR CLAIMS HELPLINE: 0844 873 8183

DEFINITIONS

The following key words or phrases, which are listed below in alphabetical order, have the same meaning whenever they appear.

CERTIFICATE OF MOTOR INSURANCE

Evidence of the existence of motor insurance as required by law and which forms part of Your motor policy.

COURT OF SUMMARY JURISDICTION

A Magistrates Court or a court of equivalent jurisdiction in the United Kingdom.

EMERGENCY TREATMENT FEES

Payment for charges prescribed by the Road Traffic Acts for emergency medical assistance following an accident involving a Vehicle which We cover.

ENDORSEMENT

A change to Your details which forms part of Your motor policy.

EXCESS

The first amount You will have to pay towards the cost of a claim for loss of or damage to Your Vehicle, whether or not the incident giving rise to the claim is Your fault.

FIRE

Fire, lightning, explosion or self-ignition.

MALICIOUS DAMAGE

Damage caused to Your Vehicle as a result of an intentional or reckless act.

MARKET VALUE

The cost, in the reasonable opinion of an independent motor engineer, of replacing Your Vehicle with a Vehicle of the same make, model and pre-loss or damage condition, specification, mileage and age.

MOTOR POLICY

The documents consisting of Your Statement of Insurance and/or proposal form, Our Markerstudy Insurance Company Limited Motor Policy book, Your Certificate of Motor Insurance and/or Schedule and any Endorsements.

NO CLAIMS DISCOUNT

The reduction We allow in Your premium in return for not making a claim.

OUR AUTHORISED AGENTS

The broker or intermediary via whom this insurance was arranged.

PERIOD OF INSURANCE

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

PERSONAL EFFECTS

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

PROTECTED NO CLAIMS DISCOUNT

Cover against loss of Your No Claims Discount in the event of You making a claim.

ROAD TRAFFIC ACTS

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

STATEMENT OF INSURANCE AND/OR SCHEDULE

The Statement of Facts or Proposal 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.

THEFT

Theft, attempted Theft or the taking away of Your Vehicle without Your consent. (other than by a member of Your family or household).

UNITED KINGDOM/UK

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

WE/US/OUR/THE INSURER

Markerstudy Insurance Company Limited.

YOU/YOUR/THE INSURED

The person named as the policyholder in both Your Statement of Insurance and/or Schedule and Your Certificate of Motor Insurance.

YOUR VEHICLE/THE INSURED VEHICLE

The Vehicle described in Your Statement of Insurance and/or Schedule or any replacement Vehicle which has been notified to and accepted by Us, and for which You have a Certificate of Motor Insurance showing the registration number.

HOW TO READ YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTOR POLICY BOOK

This is Your Markerstudy Insurance Company Limited Motor Policy book.

YOUR COVER

Your Markerstudy Insurance Company Limited Motor Policy book, Your Statement of Insurance and/or Schedule Your Certificate of Motor Insurance and any Endorsements explain what is and what is not covered.

We must advise You that any Motor Policy, whether cover is Comprehensive, Third Party Fire and Theft, Third Party Only, or Fire and Theft Only, is subject to certain exclusions and conditions. It is therefore essential that You are fully aware of what is and what is not covered by this Motor Policy and what exclusions and conditions apply.

We have designed the Markerstudy Insurance Company Limited Motor Policy book to help You understand the cover provided. On many pages, to assist You, We have divided the text under the following headings:-

“What is covered”

This text is printed in black and gives information on the cover provided.

“What is not covered”

This text is printed in red opposite “What is covered” to draw Your attention to what is not covered.

“What is the most We will pay”

This text is also printed in red opposite “What is covered” and indicates the maximum amount We will pay for the cover described.

The General Exclusions to Your Motor Policy are also printed in red as these also indicate “What is not covered.”

POLICY SECTIONS WHICH APPLY TO YOU

The level of cover which applies to You, whether Comprehensive, Third Party Fire and Theft or Third Party Only, is shown in Your Statement of Insurance and/or Schedule.

- If You have **Comprehensive** cover, refer to Section 1 and the General Conditions and General Exclusions.
- If You have **Third Party Fire and Theft** cover, refer to Section 2 and the General Conditions and General Exclusions.
- If You have **Third Party Only** cover, refer to Section 3 and the General Conditions and General Exclusions.
- If You have **Fire and Theft Only** cover, refer to section 2A and the General Conditions and General Exclusions.

Please read Your Markerstudy Insurance Company Limited Motor Policy book, Statement of Insurance and/or Schedule, Certificate of Motor Insurance and any Endorsements carefully to ensure that Your cover meets Your requirements and the details are correct.

Your Markerstudy Insurance Company Limited Motor Policy book, Statement of Insurance and/or Schedule, Certificate of Motor Insurance and any Endorsements are legal documents - please keep them in a safe place.

YOUR INSURER

Markerstudy Insurance Company Limited,
846-848 Europort, Gibraltar.

Your Insurance

Your Markerstudy Insurance Company Limited Motor Policy book, Statement of Insurance and/or Schedule, Certificate of Motor Insurance and any Endorsements describe the cover during the Period of Insurance You have paid for or are paying for by instalments and for which the Insurer has accepted the premium.

This Motor Policy is a contract solely between You and the Insurer and consists of Your Statement of Insurance and/or proposal form, Your Markerstudy Insurance Company Limited Motor Policy book, Certificate of Motor Insurance and/or Schedule and any Endorsements. It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this Motor Policy in favour of any third party.

Your cover is effective in the United Kingdom and abroad as specified in the "Driving Abroad" Section of Your Markerstudy Insurance Company Limited Motor Policy book.

So that You fully understand what You are covered for, please read Your Statement of Insurance and/or Schedule, Your Markerstudy Insurance Company Limited Motor Policy book, Certificate of Motor Insurance and any Endorsements. You should pay particular attention to the General Exclusions and General Conditions shown on pages 21 - 24 of Your Markerstudy Insurance Company Limited Motor Policy book.

You must notify Us as soon as possible of any changes which affect Your Motor Policy and which have occurred either since the cover started or since the last renewal date. If You do not tell Us about relevant changes, Your Motor Policy may not be valid or may not cover You fully.

Please make sure that Your cover meets Your requirements and the details are correct.
Signed on behalf of the Insurer



Gary Humphreys

Group Underwriting Director
Markerstudy Insurance Company Limited

OUR COMMITMENT TO YOU

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

HOW DO I MAKE A COMPLAINT ABOUT MY MARKERSTUDY POLICY?

At Markerstudy 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 rather be told 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 does arise, and it cannot be resolved by reference to your insurance intermediary/broker please contact us:

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

Tel: 0844 874 0633

Email: complaints@markerstudy.com

If more than 8 weeks from the date of your complaint has passed and you have not received a final response, or you are dissatisfied with the final response you have received, you may refer your complaint to the Financial Ombudsman Service. We can provide information on this service.

LAW APPLICABLE TO THIS MOTOR POLICY

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

SECTION 1 - COMPREHENSIVE COVER

A. LOSS OR DAMAGE

What is covered

LOSS OF OR DAMAGE TO YOUR VEHICLE

We will pay for loss of or damage to Your Vehicle. We will also pay for loss of or damage to Your Vehicle's spare parts and accessories as long as they are kept in or on Your Vehicle or in Your own private garage and fall within the maximum amount We will pay.

AUDIO AND NAVIGATION EQUIPMENT

We will pay for loss or damage to Your Vehicle's original manufacturer fitted audio or navigation equipment whilst in Your Vehicle.

Any claim under this section will not be subject to an Excess.

LOSS OF KEYS

We will make a contribution to the cost of replacement locks and keys for Your Vehicle if the keys of Your Vehicle are lost or stolen provided that the keys were not left in or on Your Vehicle while it was unattended.

Any claim under this section will not be subject to any Excess which would otherwise apply to Theft claims.

A. LOSS OR DAMAGE

What is the most We will pay?

LOSS OF OR DAMAGE TO YOUR VEHICLE

We will not pay

- more than the Market Value of Your Vehicle at the time of the loss or damage
- the amount of any repair or replacement which improves Your Vehicle beyond its condition before the loss or damage
- more than the last list or quoted price for any parts or accessories which have become unobtainable or are no longer manufactured.

AUDIO, COMMUNICATION AND NAVIGATION EQUIPMENT

We will pay up to £200 for loss or damage to Your Vehicle's original manufacturers fitted equipment whilst in Your Vehicle.

We will not pay more than the value of the equipment at the time of the loss or damage, after making a reasonable deduction for wear and tear.

LOSS OF KEYS

The maximum amount We will pay for loss of keys is £200.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS
AND THE GENERAL EXCLUSIONS ON PAGES 21 -24
OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTOR POLICY BOOK**

A. LOSS OR DAMAGE

Payment of claims for loss or damage

We will, at Our reasonable option

- pay the cost of repairs or pay You in cash the amount of any loss or damage where repair cannot be economically made; or
- replace Your Vehicle with a Vehicle of the same Market Value or pay You in cash for the loss or damage where Your Vehicle is stolen and not recovered or damaged beyond economical repair. The stolen or damaged Vehicle will then belong to Us

If to Our knowledge Your Vehicle belongs to someone else or is the subject of a Hire Purchase or Leasing Agreement, payment for the total loss or destruction of Your Vehicle will normally be made to the legal owner whose receipt will be a full and final discharge to Us.

If Your Vehicle is disabled due to damage covered by this Section, We will pay

- the reasonable cost of protecting and removing Your Vehicle to the nearest repairer
- the reasonable cost of delivery following repair to Your address in the United Kingdom.

A. LOSS OR DAMAGE

What is not covered

- a) You will have to pay the total Excess specified in Your Statement of Insurance and/or Schedule in respect of each claim for loss of or damage to Your Vehicle. The amount of the Excess may vary according to the nature of the claim and as such, there may be more than one statement of Excess shown in Your Statement of Insurance and/or Schedule
- b) Loss of use of Your Vehicle.
- c) Depreciation, wear and tear.
- d) Mechanical, electrical and electronic faults, breakdown, malfunction, failure, breakage or any loss or damage caused by Your Vehicle being incorrectly fuelled.
- e) Damage to tyres caused by the application of brakes or by punctures, cuts or bursts.
- f) Loss of value of Your Vehicle following repair.
- g) Loss of or damage to Your Vehicle caused directly or indirectly through Theft by deception.
- h) Loss of or damage to Your Vehicle arising from Theft or attempted Theft when nobody is in Your Vehicle, unless all the doors, windows or other openings are closed and locked, Your Vehicle's keys and any other door or ignition unlocking devices such as electronic fobs or cards are removed, and Your Vehicle's electronic or mechanical security devices are set.
- i) The unauthorised taking away of Your Vehicle by a family member or any member of Your household.
- j) You are not covered for loss of or damage to
 - contents of Your Vehicle, Personal Effects, telephones, television equipment or two-way radio transmitters or receivers.
 - money, stamps, tickets, documents, securities, lottery tickets, raffle tickets, promotional vouchers or Air Miles vouchers.
 - goods, tools or samples carried in connection with any trade or business.
 - property that is covered under any other policy.
- k) Windscreen Cover

YOU MUST ALSO REFER TO THE GENERAL CONDITIONS AND THE GENERAL EXCLUSIONS ON PAGES 21 -24 OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTOR POLICY BOOK

B. LEGAL LIABILITY TO OTHERS

What is covered

YOUR LEGAL LIABILITY TO OTHER PEOPLE

We will pay all amounts that You are legally liable for in respect of

- death of or bodily injury to any other person
- damage to the property of any other person not exceeding £2,000,000

arising from any incident involving the use in the United Kingdom of

- Your Vehicle
- any trailer or one mechanically propelled vehicle, which is disabled, whilst attached to Your Vehicle or if accidentally detached during the course of a journey.

B. LEGAL LIABILITY TO OTHERS

What is not covered

YOUR LEGAL LIABILITY TO OTHER PEOPLE

- a) We will not provide cover for the legal liability of any person We insure under this Motor Policy if there is any other insurance in force that covers the same liability.
- b) We will not cover death of or bodily injury to any person arising out of that person's employment, except where it is necessary to meet the requirements of the Road Traffic Acts.
- c) Under this Section, We will not cover loss of or damage to Your Vehicle or any other property belonging to or in the care of any person We cover under this Motor Policy.
- d) Property damage exceeding £2,000,000 in respect of any one claim or series of claims arising out of one cause.
- e) Costs in excess of £500,000 for a claim for damage to the property of any other person.
- f) Any property being conveyed by or loaded onto or unloaded from Your Vehicle.
- g) For death or bodily injury or damage to property caused or arising beyond the limits of any carriageway or thoroughfare in connection with:
 - the bringing of the load to Your Vehicle for loading or the taking away of the load from such vehicle after unloading by any person other than the driver or attendant of such vehicle
 - the loading or unloading of Your Vehicle where such loading involves the use of any hoist, crane, lift or similar appliance.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS
AND THE GENERAL EXCLUSIONS ON PAGES 21 -24
OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTOR POLICY BOOK**

B. LEGAL LIABILITY TO OTHERS

What is covered

The legal liability of other people

We will also cover the following people for their legal liabilities to others in the same way as We cover You:-

- any person permitted by Your current Certificate of Motor Insurance to drive Your Vehicle
- any person using, but not driving Your Vehicle with Your permission for social, domestic or pleasure purposes
- any passenger travelling in or getting into or out of Your Vehicle
- Your employer or business partner while You are driving or using Your Vehicle on their business, provided this is permitted by Your current Certificate of Motor Insurance and Your Vehicle is not owned by or leased or hired to them.
- the legal representative(s) of any deceased person We cover under this Motor Policy in respect of legal liability incurred by the deceased person.

COSTS AND EXPENSES

We will pay, subject to Our prior written agreement

- legal fees reasonably and properly incurred by any person We cover for representation at a Coroners Inquest or Fatal Accident Inquiry or in a Court of Summary Jurisdiction
- the cost of legal services to defend any person We cover if they are charged with manslaughter or causing death by dangerous driving or causing death whilst under the influence of drink or drugs and, at Our option, the cost of representation at a Court of Summary jurisdiction
- any other costs or expenses incurred in connection with any incident which may involve legal liability under this Motor Policy.

EMERGENCY TREATMENT FEES

We will pay for Emergency Treatment Fees as required by the Road Traffic Acts.

B. LEGAL LIABILITY TO OTHERS

What is not covered

Any claim for death of or bodily injury to any person arising out of or in the course of their employment caused by any person covered by this insurance if indemnity is provided under Employers' Liability Insurance issued to comply with Employers' Liability law.

COSTS AND EXPENSES

- a) We will not pay any legal costs and expenses unless they are in connection with an incident which is covered under this Section.
- b) Costs in excess of £500,000 for a claim for damage to the property of any other person.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS
AND THE GENERAL EXCLUSIONS ON PAGES 21 -24
OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTOR POLICY BOOK**

C. DRIVING ABROAD

What is covered

EUROPEAN UNION

We will provide You with the minimum cover which is legally required to use Your Vehicle in

- any country which is a member of the European Union
- any other country which agrees to follow European Union directives on motor insurance and is approved by the Commission of the European Union

FULL COVER ABROAD

If You give Us 14 days prior notification of Your intention to use Your Vehicle abroad and pay any additional premium required, We will extend cover beyond the United Kingdom and cover as shown in Your Statement of Insurance and/or Schedule will apply for the period specified by You while Your Vehicle is used for Social Domestic and Pleasure purposes-

- in any country specified above
- in transit (including loading and unloading) between any countries to which this Motor Policy applies, but such transit must be by a recognised sea, air or rail route which takes 65 hours or less under normal conditions.

We will cover the reasonable cost of the return of Your Vehicle to Your address in the United Kingdom in the event of loss or damage covered by this Motor Policy if

- it is not possible to economically repair Your Vehicle prior to Your intended return to the United Kingdom
- following its loss, Your Vehicle is recovered after Your return to the United Kingdom

A Green Card is not normally necessary for travel in EU countries or countries which follow the EU directives on motor insurance.

CUSTOMS DUTY

We will pay any customs duty for which You are legally liable in respect of Your Vehicle after it has been imported into any country which is a member of the European Union or which agrees to follow European Union directives on motor insurance as a direct result of any loss or damage covered by this Motor Policy.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS
AND THE GENERAL EXCLUSIONS ON PAGES 21 -24
OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTOR POLICY BOOK**

D. NO CLAIMS DISCOUNT

We will allow a No Claims Discount against Your renewal premium if no claim has been made or arisen under this Motor Policy during the previous 12 month Period of Insurance.

The amount of the discount will be in accordance with Our scale of No Claims Discount applicable at the time of renewal.

If We have to make a payment which We have not yet been able to recover or which We cannot recover from any other party involved in the incident, a claim will count against Your No Claims Discount, even if You are not at fault.

CLAIMS WHICH DO NOT AFFECT YOUR NO CLAIMS DISCOUNT

- any claim for payment of Emergency Treatment Fees as required by the Road Traffic Acts
- any claim where We have obtained a full recovery of any costs.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS
AND THE GENERAL EXCLUSIONS ON PAGES 21 -24
OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTOR POLICY BOOK**

SECTION 2 - THIRD PARTY FIRE AND THEFT COVER

A. LOSS OR DAMAGE

What is covered

LOSS OF OR DAMAGE TO YOUR VEHICLE

We will pay for loss of or damage to Your Vehicle caused by:

- a) Fire (other than by vandalism or malicious intent)
- b) Theft

We will also cover Your Vehicle's spare parts and accessories in the same way as long as they are kept in or on Your Vehicle or in Your own private garage and fall within the maximum amount We will pay.

A. LOSS OR DAMAGE

Payment of claims for loss or damage

We will, at Our reasonable option

- pay the cost of repairs or pay You in cash the amount of any loss or damage where repair cannot be economically made; or
- replace Your Vehicle with a vehicle of the same Market Value or pay You in cash for the loss or damage where Your Vehicle is stolen and not recovered or damaged beyond economical repair. The stolen or damaged Vehicle will then belong to Us.

If to Our knowledge Your Vehicle belongs to someone else or is the subject of a Hire Purchase or Leasing Agreement, payment for the total loss or destruction of Your Vehicle will normally be made to the legal owner whose receipt will be a full and final discharge to Us.

If Your Vehicle is disabled due to damage covered by this section, We will pay

- the reasonable cost of protecting and removing Your Vehicle to the nearest repairer
- the reasonable cost of delivery following repair to Your address in the United Kingdom.

A. LOSS OR DAMAGE

What is the most We will pay?

LOSS OF OR DAMAGE TO YOUR VEHICLE

We will not pay

- more than the Market Value of Your Vehicle at the time of the loss or damage
- the amount of any repair or replacement which improves Your Vehicle beyond its condition before the loss or damage
- more than the last list or quoted price for any parts or accessories which have become unobtainable or are no longer manufactured.

A. LOSS OR DAMAGE

What is not covered

- a) You will have to pay the total Excess specified in Your Statement of Insurance and/or Schedule in respect of each claim for loss of or damage to Your Vehicle.
The amount of the Excess may vary according to the nature of the claim and as such, there may be more than one statement of Excess shown in Your Statement of Insurance and/or Schedule.
- b) Loss of use of Your Vehicle.
- c) Depreciation, wear and tear.
- d) Mechanical, electrical and electronic faults, breakdown, malfunction, failure or breakage.
- e) Loss of value of Your Vehicle following repair.
- f) Loss of or damage to Your Vehicle caused directly or indirectly through Theft by deception.
- g) Loss of or damage to Your Vehicle arising from Theft or attempted Theft when nobody is in Your Vehicle, unless all the doors, windows or other openings are closed and locked, Your Vehicle's keys and any other door or ignition unlocking devices such as electronic fobs or cards are removed, and Your Vehicle's electronic or mechanical security devices are set.
- h) The unauthorised taking away of Your vehicle by a family member or member of Your household.
- i) You are not covered for loss of or damage to
 - contents of Your Vehicle, Personal Effects, radio, navigation or communication equipment
 - telephones, television equipment or two-way radio transmitters or receivers
 - money, stamps, tickets, documents, securities, lottery tickets, raffle tickets, promotional vouchers or Air Miles vouchers
 - goods, tools or samples carried in connection with any trade or business
 - property that is covered under any other policy.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS
AND THE GENERAL EXCLUSIONS ON PAGES 21 -24
OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTOR POLICY BOOK**

B. LEGAL LIABILITY TO OTHERS

What is covered

YOUR LEGAL LIABILITY TO OTHER PEOPLE

We will pay all amounts that You are legally liable for in respect of

- death of or bodily injury to any other person
- damage to the property of any other person not exceeding £2,000,000

arising from any incident involving the use in the United Kingdom of

- Your Vehicle
- any trailer or one mechanically propelled vehicle, which is disabled, whilst attached to Your Vehicle or if accidentally detached during the course of a journey.

B. LEGAL LIABILITY TO OTHERS

What is not covered

YOUR LEGAL LIABILITY TO OTHER PEOPLE

- We will not provide cover for the legal liability of any person We insure under this Motor Policy if there is any other insurance in force that covers the same liability.
- We will not cover death of or bodily injury to any person arising out of that person's employment, except where it is necessary to meet the requirements of the Road Traffic Acts.
- Under this Section, We will not cover loss of or damage to Your Vehicle or any other property belonging to or in the care of any person We cover under this Motor Policy.
- Property damage exceeding £2,000,000 in respect of any one claim or series of claims arising out of one cause.
- Costs in excess of £500,000 for a claim for damage to the property of any other person.
- Any property being conveyed by or loaded onto or unloaded from Your Vehicle.
- For death or bodily injury or damage to property caused or arising beyond the limits of any carriageway or thoroughfare in connection with:
 - the bringing of the load to Your Vehicle for loading or the taking away of the load from such vehicle after unloading by any person other than the driver or attendant of such vehicle
 - the loading or unloading of Your Vehicle where such loading involves the use of any hoist, crane, lift or similar appliance.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS
AND THE GENERAL EXCLUSIONS ON PAGES 21 -24
OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTOR POLICY BOOK**

B. LEGAL LIABILITY TO OTHERS

What is covered

THE LEGAL LIABILITY OF OTHER PEOPLE

We will also cover the following people for their legal liabilities to others in the same way as We cover You:-

- any person permitted by Your current Certificate of Motor Insurance to drive Your Vehicle
- any person using, but not driving Your Vehicle with Your permission for social, domestic or pleasure purposes
- any passenger travelling in or getting into or out of Your Vehicle
- Your employer or business partner while You are driving or using Your Vehicle on their business, provided this is permitted by Your current Certificate of Motor Insurance and Your Vehicle is not owned by or leased or hired to them.
- the legal representative(s) of any deceased person We cover under this Motor Policy in respect of legal liability incurred by the deceased person.

COSTS AND EXPENSES

We will pay, subject to Our prior written agreement

- legal fees reasonably and properly incurred by any person We cover for representation at a Coroner's Inquest or Fatal Accident Inquiry or in a Court of Summary Jurisdiction
- the cost of legal services to defend any person We cover if they are charged with manslaughter or causing death by dangerous driving or causing death whilst under the influence of drink or drugs and, at Our option, the cost of representation at a Court of Summary Jurisdiction
- any other costs or expenses incurred in connection with any incident which may involve legal liability under this Motor Policy.

EMERGENCY TREATMENT FEES

We will pay for Emergency Treatment Fees as required by the Road Traffic Acts.

B. LEGAL LIABILITY TO OTHERS

What is not covered

Any claim for death of or bodily injury to any person arising out of or in the course of their employment caused by any person covered by this insurance if indemnity is provided under Employers' Liability Insurance issued to comply with Employers' Liability law.

COSTS AND EXPENSES

- a) We will not pay any legal costs and expenses unless they are in connection with an incident which is covered under this Section.
- b) Costs in excess of £500,000 for a claim for damage to the property of any other person.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS
AND THE GENERAL EXCLUSIONS ON PAGES 21 -24
OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTOR POLICY BOOK**

C. DRIVING ABROAD

What is covered

EUROPEAN UNION

We will provide You with the minimum cover which is legally required to use Your Vehicle in

- any country which is a member of the European Union
- any other country which agrees to follow European Union directives on motor insurance and is approved by the Commission of the European Union

FULL COVER ABROAD

If You give Us 14 days prior notification of Your intention to use Your Vehicle abroad and pay any additional premium required, We will extend cover beyond the United Kingdom and cover as shown in Your Statement of Insurance and/or Schedule will apply for the period specified by You while Your Vehicle is used for Social Domestic and Pleasure purposes

- in any country specified above
- in transit (including loading and unloading) between any countries to which this Motor Policy applies, but such transit must be by a recognised sea, air or rail route which takes 65 hours or less under normal conditions.

We will cover the reasonable cost of the return of Your Vehicle to Your address in the United Kingdom in the event of loss or damage covered by this Motor Policy if

- it is not possible to economically repair Your Vehicle prior to Your intended return to the United Kingdom
- following its loss, Your Vehicle is recovered after Your return to the United Kingdom

A Green Card is not normally necessary for travel in EU countries or countries which follow the EU directives on motor insurance.

CUSTOMS DUTY

We will pay any customs duty for which You are legally liable in respect of Your Vehicle after it has been imported into any country which is a member of the European Union or which agrees to follow European Union directives on motor insurance as a direct result of any loss or damage covered by this Motor Policy.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS
AND THE GENERAL EXCLUSIONS ON PAGES 21 -24
OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTOR POLICY BOOK**

D. NO CLAIMS DISCOUNT

We will allow a No Claims Discount against Your renewal premium if no claim has been made or arisen under this Motor Policy during the previous 12 month Period of Insurance.

The amount of the discount will be in accordance with Our scale of No Claims Discount applicable at the time of renewal.

If We have to make a payment which We have not yet been able to recover or which We cannot recover from any other party involved in the incident, a claim will count against Your No Claims Discount, even if You are not at fault.

Claims which do not affect Your No Claims Discount

- any claim for payment of Emergency Treatment Fees as required by the Road Traffic Acts
- any claim where We have obtained a full recovery of any costs.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS
AND THE GENERAL EXCLUSIONS ON PAGES 21 -24
OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTOR POLICY BOOK**

SECTION 3 - THIRD PARTY ONLY COVER

A. LEGAL LIABILITY TO OTHERS

What is covered

YOUR LEGAL LIABILITY TO OTHER PEOPLE

We will pay all amounts that You are legally liable for in respect of

- death of or bodily injury to any other person
- damage to the property of any other person not exceeding £2,000,000

arising from any incident involving the use in the United Kingdom of

- Your Vehicle
- any trailer or one mechanically propelled vehicle, which is disabled, whilst attached to Your Vehicle or if accidentally detached during the course of a journey.

A. LEGAL LIABILITY TO OTHERS

What is not covered

YOUR LEGAL LIABILITY TO OTHER PEOPLE

- a) We will not provide cover for the legal liability of any person We insure under this Motor Policy if there is any other insurance in force that covers the same liability.
- b) We will not cover death of or bodily injury to any person arising out of that person's employment, except where it is necessary to meet the requirements of the Road Traffic Acts.
- c) Under this Section, We will not cover loss of or damage to Your Vehicle or any other property belonging to or in the care of any person We cover under this Motor Policy.
- d) Property damage exceeding £2,000,000 in respect of any one claim or series of claims arising out of one cause.
- e) Costs in excess of £500,000 for a claim for damage to the property of any other person.
- f) Any property being conveyed by or loaded onto or unloaded from Your Vehicle.
- g) For death or bodily injury or damage to property caused or arising beyond the limits of any carriageway or thoroughfare in connection with:
 - the bringing of the load to Your Vehicle for loading or the taking away of the load from such vehicle after unloading by any person other than the driver or attendant of such vehicle
 - the loading or unloading of Your Vehicle where such loading involves the use of any hoist, crane, lift or similar appliance.

YOU MUST ALSO REFER TO THE GENERAL CONDITIONS AND THE GENERAL EXCLUSIONS ON PAGES 21 -24 OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTOR POLICY BOOK

A. LEGAL LIABILITY TO OTHERS

What is covered

THE LEGAL LIABILITY OF OTHER PEOPLE

We will also cover the following people for their legal liabilities to others in the same way as We cover You:

- any person permitted by Your current Certificate of Motor Insurance to drive Your Vehicle
- any person using, but not driving Your Vehicle with Your permission for social, domestic or pleasure purposes
- any passenger travelling in or getting into or out of Your Vehicle
- Your employer or business partner while You are driving or using Your Vehicle on their business, provided this is permitted by Your current Certificate of Motor Insurance
- the legal representative(s) of any deceased person We cover under this Motor Policy in respect of legal liability incurred by the deceased person.

COSTS AND EXPENSES

We will pay, subject to Our prior written agreement

- legal fees reasonably and properly incurred by any person We cover for representation at a Coroner's Inquest or Fatal Accident Inquiry or in a Court of Summary Jurisdiction
- the cost of legal services to defend any person We cover if they are charged with manslaughter or causing death by dangerous driving or causing death whilst under the influence of drink or drugs and, at Our option, the cost of representation at a Court of Summary Jurisdiction
- any other costs or expenses incurred in connection with any incident which may involve legal liability under this Motor Policy.

EMERGENCY TREATMENT FEES

We will pay for Emergency Treatment Fees as required by the Road Traffic Acts.

A. LEGAL LIABILITY TO OTHERS

What is not covered

Any claim for death of or bodily injury to any person arising out of or in the course of their employment caused by any person covered by this insurance is indemnity is provided under Employers' Liability Insurance issued to comply with Employers' Liability law.

COSTS AND EXPENSES

- a) We will not pay any legal costs and expenses unless they are in connection with an incident which is covered under this Section.
- b) Costs in excess of £500,000 for a claim for damage to the property of any other person.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS
AND THE GENERAL EXCLUSIONS ON PAGES 21 -24
OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTOR POLICY BOOK**

B. DRIVING ABROAD

What is covered

EUROPEAN UNION

We will provide You with the minimum cover which is legally required to use Your Vehicle in

- any country which is a member of the European Union
- any other country which agrees to follow European Union directives on motor insurance and is approved by the Commission of the European Union

FULL COVER ABROAD

If You give Us 14 days prior notification of Your intention to use Your Vehicle abroad and pay any additional premium required, We will extend cover beyond the United Kingdom and cover as shown in Your Statement of Insurance and/or Schedule will apply for the period specified by You while Your Vehicle is used for Social Domestic and Pleasure purposes

- in any country specified above
- in transit (including loading and unloading) between any countries to which this Motor Policy applies, but such transit must be by a recognised sea, air or rail route which takes 65 hours or less under normal conditions.

A Green Card is not normally necessary for travel in EU countries or countries which follow the EU directives on motor insurance.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS
AND THE GENERAL EXCLUSIONS ON PAGES 21 -24
OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTOR POLICY BOOK**

C. NO CLAIMS DISCOUNT

We will allow a No Claims Discount against Your renewal premium if no claim has been made or arisen under this Motor Policy during the previous 12 month Period of Insurance.

The amount of the discount will be in accordance with Our scale of No Claims Discount applicable at the time of renewal.

If We have to make a payment which We have not yet been able to recover or which We cannot recover from any other party involved in the incident, a claim will count against Your No Claims Discount, even if You are not at fault.

CLAIMS WHICH DO NOT AFFECT YOUR NO CLAIMS DISCOUNT

- any claim for payment of Emergency Treatment Fees as required by the Road Traffic Acts
- any claim where We have obtained a full recovery of any costs.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS
AND THE GENERAL EXCLUSIONS ON PAGES 21 -24
OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTOR POLICY BOOK**

GENERAL CONDITIONS - The General Conditions apply to Your whole Motor Policy.

1. ACCIDENT AND CLAIMS PROCEDURE

- If any accident, injury, loss or damage occurs, You must
- inform Us in writing, giving full details, as soon as is reasonably possible
 - send every communication You receive in connection with the claim to Us, unanswered as soon as possible after You receive it
 - notify us as soon as You become aware of any pending prosecution, Coroner's Inquest or Fatal Accident Inquiry involving any person covered by this Motor Policy
 - not admit to, negotiate on, promise to pay or refuse any claim unless You have written permission from Us
 - not act in any way to prejudice Our interests
 - provide Us with all reasonable assistance We may need.
 - report any vandalism or Theft to the police and obtain a crime report number

2. HANDLING THE CLAIM ON YOUR BEHALF

- We can take over and conduct in Your name or in the name of any other person covered by this Motor Policy
- the defence or settlement of any claim
 - legal proceedings in Your name at Our expense and for Our benefit to recover any payments made under this Motor Policy

You or the person whose name We must use must co-operate with Us on any matter affecting this insurance.

3. CANCELLATION

This Motor Policy may be cancelled

- a) by You sending Us written notice and returning to Us Your current Certificate of Motor Insurance. Cancellation will take effect from the date We receive Your Certificate of Motor Insurance and We will calculate the refund to which You are entitled in accordance with our cancellation scale provided no claims have occurred during the current Period of Insurance in accordance with the scale shown below
- b) by Us or Our Authorised Agents by sending You seven days notice in writing by Recorded Delivery to Your last known address (and in the case of Northern Ireland, to the Department of the Environment, Northern Ireland) and You will be entitled to the refund of the un-expired portion of Your premium
- c) by Us or Our Authorised Agents immediately if You do not pay the premium.

PERIOD NOT EXCEEDING	1 WEEK	1 MONTH	2 MONTHS	3 MONTHS	4 MONTHS	6 MONTHS	8 MONTHS	OVER 8 MONTHS
PREMIUM PAYABLE	15%	25%	40%	50%	65%	75%	90%	100%

It is a requirement of the Road Traffic Act 1988 that You return Your Certificate of Motor Insurance if Your Motor Policy is being cancelled.

GENERAL CONDITIONS - The General Conditions apply to Your whole Motor Policy.**4. MAKING A CLAIM**

In the event of a claim covered by this Motor Policy, You must still pay the premium. If payment is not made, We or Our Authorised Agents

- may cancel this Motor Policy in accordance with General Condition 3(c) and seek payment of the outstanding balance of premium
- may refuse to pay any claim arising from an occurrence on or after the due date of the premium
- reserve the right to deduct any outstanding premium from the claim payment, if the claim is for loss of or damage to Your Vehicle which is covered by this Motor Policy
- may recover from You the outstanding balance of premium or seek reimbursement from You of any claim payment which has already been made.

5. CHANGES TO INFORMATION RELEVANT TO YOUR COVER

You must notify Us as soon as possible of any changes which affect Your Motor Policy and which have occurred either since the cover started or since the last renewal date. If You do not tell Us about relevant changes, Your Motor Policy may not be valid or may not cover You fully.

6. OTHER INSURANCE

If, at the time You make a valid claim under this Motor Policy, there is any other insurance covering the same loss, damage or liability, We will pay only Our share of the claim.

7. CARE OF YOUR VEHICLE

You or any other person covered by this Motor Policy must

- take all reasonable steps to protect Your Vehicle from loss or damage
- keep Your Vehicle efficient and in a roadworthy condition.

You must allow Us to examine Your Vehicle at any reasonable time.

8. RIGHT OF RECOVERY

If the law of any country in which this Motor Policy operates obliges Us to pay a claim which We would not otherwise have paid, We reserve the right to recover this amount from You or from the person who incurred the liability.

9. FRAUDULENT CLAIMS

If any claim under this Motor Policy is in any way fraudulent, or if any fraudulent means or device is used by You or by any person acting on Your behalf to obtain any benefit under this Motor Policy, We will not pay any part of the claim and all cover provided by this Motor Policy will be forfeited.

10. ARBITRATION

If Your Vehicle is a total loss and We have agreed to compensate You under this Motor Policy but the amount to be paid cannot be agreed between us, an Arbitrator, acceptable to You and to Us shall be appointed to decide the amount to be paid to You. The Arbitrator's decision will be binding upon You and upon Us.

GENERAL EXCLUSIONS The General Exclusions apply to Your whole Motor Policy.

What is not covered

1. USE AND DRIVING WHICH WE DO NOT COVER

Your Motor Policy does not cover any accident, injury, loss, damage or liability when any vehicle covered by this Motor Policy is

- being used for any purpose that Your current Certificate of Motor Insurance does not permit
- in the charge of or being driven by any person who is not described in Your current Certificate of Motor Insurance as a person entitled to drive
- being driven by You or a permitted driver with Your permission if You or the permitted driver does not hold a driving licence or has never held a driving licence or is disqualified from holding or obtaining a driving licence
- being driven by any person who does not comply with the terms and conditions of the driving licence held
- in an unsafe or un-roadworthy condition or, where such regulations require, does not have a current M.O.T. certificate
- in or on that part of any airport, aerodrome, airfield or military base which is used for the take off and landing of aircraft, including the movement of aircraft on the ground and aircraft parking aprons and the associated service roads, refuelling areas and ground equipment parking areas.

2. NOTIFICATION OF A CHANGE OF VEHICLE

This Motor Policy does not cover Your Vehicle unless

- We already have details of Your Vehicle and it is acceptable to Us; or
- Details are given to Us within 7 days of acquiring Your Vehicle and We accept them

3. LIABILITY WHICH RESULTS FROM AN AGREEMENT

This Motor Policy does not cover any liability You have accepted by agreement or contract, unless You would have had that liability anyway.

4. WAR RISKS, RIOT AND CIVIL COMMOTION, EARTHQUAKE OR TERRORISM

This Motor Policy does not cover any consequence of

- war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, coup, military or usurped power, except where it is necessary to meet the requirements of the relevant motor insurance law.
- riot or civil commotion occurring elsewhere than in England, Scotland, Wales, the Isle of Man or the Channel Islands, except where it is necessary to meet the requirements of the relevant motor insurance law
- Earthquake
- Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, except where liability is judged to exist under a Policy or Policies by a court of competent jurisdiction in accordance with the minimum requirements of the Road Traffic Act 1988 or subsequent amendments thereto or successors thereof or alternative applicable legislation in the territory in which the loss occurs.

DEFINITION OF TERRORISM

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

GENERAL EXCLUSIONS The General Exclusions apply to Your whole Motor Policy.

What is not covered

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

- (1) In the Act "terrorism" means the use or threat of action where-
 - (a) the action falls within subsection (2),
 - (b) the use or threat is designed to influence the government or to intimidate the public or a section of the public, and
 - (c) the use of threat is made for the purpose of advancing a political, religious or ideological cause.
- (2) Action falls within this subsection if it -
 - (a) involves serious violence against a person,
 - (b) involves serious damage to property,
 - (c) endangers a person's life, other than the person committing the action,
 - (d) creates a serious risk to the health or safety of the public or a section of the public,
 - (e) is designed to interfere with or seriously disrupt an electronic system.
- (3) The use or threat of action falling within subsection (2) which involves the use of firearms or explosives is terrorism whether or not subsection 1(b) is satisfied.

5. RADIOACTIVE CONTAMINATION AND SONIC BANGS

Loss of or destruction or damage to any property or any resulting loss or expense or any loss of use or any legal liability directly or indirectly caused by or contributed to by or arising from

- ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the burning of nuclear fuel
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

6. POLLUTION

This Motor Policy does not cover death or bodily injury to any person or damage to any property which is directly or indirectly caused by pollution or contamination unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the Period of Insurance and is sudden, identifiable, unintended and unexpected.

All pollution which arises out of one incident will be considered to have occurred at the time when this incident takes place.

We will not apply this exclusion in circumstances where it is necessary to meet the requirements of the relevant motor insurance law.

7. RALLIES, COMPETITIONS OR TRIALS

If Your Vehicle is used in any

- rally
- competition
- trial

We will restrict cover to those legal liabilities for which insurance is compulsory under the Road Traffic Acts and We will provide no other cover under this Motor Policy.

ADVICE FROM MARKERSTUDY INSURANCE COMPANY ON HOW TO MAKE A CLAIM

This information does not form part of Your contract of motor insurance. It is intended as a guide in the event that You need to make a claim.

WHO WILL DEAL WITH YOUR CLAIM?

The handling of any claim under this policy is delegated to our service providers in the United Kingdom. You should therefore refer all correspondence and telephone enquiries to:-

**Claims Department, Markerstudy Limited, PO Box 420, Tunbridge Wells, Kent TN2 9LT.
24 hour Claims Helpline: 0844 873 8183**

WHAT TO DO AFTER AN ACCIDENT?

The following actions are required by law:-

- a) You must stop - it is a serious offence not to do so.
- b) You must give Your name and address to anyone involved in the Incident, together with details of Your Vehicle and the Insurer.
- c) If You are unable to notify the police at the scene of the accident, You must report it to them as soon as possible, and in any case within 24 hours.
- d) You must show Your Certificate of Motor Insurance to the police if they need to see it.

How do You notify MARKERSTUDY INSURANCE COMPANY LIMITED of Your claim?

First check Your Schedule to make sure You are covered for the loss or damage You are claiming for.

1. If You have been involved in an accident, or Your Vehicle has been stolen or is damaged by Fire, You should contact the 24 hour Claims Helpline on 0844 873 8183 who will advise You how to proceed.

You will be asked to do the following:-

- a) Supply as much information as You can concerning the Incident. This may be
 - completing a Motor Accident Report Form or Motor Theft Report Form, whichever is appropriate; or
 - telephoning our UK service providers directly who will then take any action necessary to deal with Your claim.
- b) Send a copy of Your driving licence, VRD, MOT Certificate & purchase receipts, if Your Vehicle has been stolen.
- c) Send any communication You receive in connection with Your claim to our UK service providers at the address above. You must not admit liability or deal with any correspondence yourself.
- d) Report any vandalism or Theft to the police and obtain a crime report number.

Please note: Even if You are not covered for damage to Your Vehicle, You must still advise Markerstudy Insurance Company Limited of the incident and You must confirm whether anyone else was involved in the incident who may have suffered an injury or damage to their property.

DAMAGE TO YOUR VEHICLE

If Your motor insurance policy covers You for the cost of repairs to Your Vehicle as the result of an accident, a Fire or a Theft, You should do one of the following:-

1. IF YOUR COVER IS COMPREHENSIVE:

Contact the 24 hour Claims Helpline on 0844 873 8183 who have access to a select nationwide network of garages who will

- arrange for Your damaged Vehicle to be collected
- repair Your Vehicle and re-deliver it to You
- guarantee all repair work for 5 years

2. IF YOUR COVER IS THIRD PARTY (FIRE AND THEFT)

Contact the 24 hour Claims Helpline on 0844 873 8183 who will advise You how to proceed.

DATA PROTECTION ACT

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd), and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help Us check information provided and also to prevent fraudulent claims. When We deal with Your request for insurance, We may search these registers. Under the conditions of Your Motor Policy, You must tell us about any incident (such as an accident or Theft) which may or may not give rise to a claim. When You tell Us about an incident, We will pass information relating to it to the registers.

Your insurance cover details will be added to the Motor Insurance Database, run by the Motor Insurers' Information Centre (MIIC). This has been set up to help identify uninsured drivers, and may be searched by the Police to help confirm who is insured to drive. If there has been an accident, the Database may be used by Insurers, MIIC and the Motor Insurers' Bureau to identify relevant policy information. You can ask Us for more information about this.

You should show this notice to anyone insured to drive the Insured Vehicle.