

# Marmalade Learner Driver Insurance



Policy booklet Private car

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

## Important information

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  
Underwriting Director  
Zenith Insurance Plc and/or its co-Insurer  
QIC Europe Limited.

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 at 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.

# Definitions

## Guidance notes

Motor insurance documents are quite complicated, so we have provided guidance notes to help you understand your cover. These notes are not part of the contract.

It is important that the information you give us is accurate, otherwise your insurance may not be valid.

You must read this insurance document together with your schedule and certificate of motor insurance.

The schedule should show details of you and your car and the cover you have asked for.

## **Certificate of motor insurance**

The legal document which is evidence that you have the insurance needed by law. This document shows the insured car, who may drive it and the purposes for which it may be used.

## **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.

## **Endorsement**

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

## **Excess**

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

## **In-car entertainment and navigation equipment**

All radios, television sets, cassette players, compact disc players, and navigation equipment permanently fitted to your car. We do not cover citizens' band radios, telecommunications equipment and portable items such as cassette tapes, compact discs, minidisks or any other music-storage device.

## **Market value**

The cost of replacing your vehicle, if this is possible, with one of a similar make, model, year, mileage and condition.

## **Period of insurance**

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

## **Retail customer**

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

## **Terrorism**

Any action which contravenes the Terrorism Act 2006.

## **The Insurer**

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

## **The schedule**

Details of the sections of this insurance document which apply to you.

## **Unattended**

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

## **United Kingdom**

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

## **Voluntary work**

Unpaid work for a registered charity or similar organisation.

## **We, us, our**

The Insurer

## **You, your**

The insured person named in the certificate of motor insurance and the schedule.

## **Your car**

The insured car shown in the schedule.

# Cover

## Guidance notes

Your own schedule will show which parts of this insurance apply to your car as long as you have paid the premium.

Please check that this is the cover you asked for and tell your insurance intermediary if you have any questions.

It is important to read your certificate of motor insurance to see how you may use your car. We do not cover certain uses.

## Cover

The cover that applies to this policy is comprehensive. All sections of this document apply.

The general conditions and exceptions apply to all sections of the insurance.

## Use

Your car will only be covered if you are using it in the way agreed on your certificate of motor insurance, or any endorsements. Use in connection with voluntary work by any authorised driver is permitted by this insurance.

Your car will not be covered while it is being used for any competition, rally, trial, track day, performance test, race or speed trial (whether between motor vehicles or otherwise). This exclusion applies even if the event is not on a public road and regardless of whether it is authorised by the police or another relevant authority. Cover is also not provided for your vehicle being used on derestricted toll roads. 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).

# Section 1 - Liability to others

## Guidance notes

This section explains the cover available if other people claim against you, for injury to them or damage to their property.

This section covers your employer while you are using your car on business.

Always check that other drivers have valid licences.

We do not have to settle claims under this section if anybody claiming can claim for the same loss on another insurance.

## What we cover

Using your car

We will cover any payments that legally have to be made for:

- death of or injury to another person; or
- damage to other people's property as a result of an accident arising from your vehicle being used.

Other drivers using your car

We will cover you for the following.

- Another person using your car with your permission as long as this is agreed on your certificate of motor insurance. They will be covered for death or injury to other people, or damaging property. Any passenger in your car will also be given this cover.
- If we think it is necessary, we will arrange for a solicitor to represent anyone covered under this section.

Business use

- If your certificate of motor insurance includes business use or your vehicle is being used for voluntary work by you or any authorised driver, the terms in which we insure you under this section (liability to others) are extended to include any liability attached to a principal by virtue of any contract that you may be under with that principal, as a result of the use of your vehicle.

Legal personal representatives

- If anyone covered by this insurance dies, we will deal with any claim made against their estate as long as the claim is covered by this insurance.

## What we do not cover

- a) Anyone who is not driving, but who makes a claim, if they knew the driver did not hold a valid driving licence.
- b) Anyone who is covered by other insurance.
- c) The death of or injury to the driver.
- d) Damage, loss of use or any other loss to:
  - any motor vehicle which is covered under this insurance;
  - any property you or anyone else driving the vehicle owns or is looking after; and
  - any trailer, caravan or vehicle towed by or attached to your car.
- e) 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 laws which apply to motor insurance.
- f) Payment of more than £20 million (including legal costs) for damage to other people's property arising from any one claim or series of claims arising from one cause.

**Liability to others continued on the next page.**

## Section 1 - Liability to others (continued)

- g) We shall not pay any claims in relation to business use (mentioned above):
- If we do not have full control over the conduct of any claim that occurs;
  - For death or injury to any employee (or equivalent within the voluntary working sector) 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;
  - For any liability which attaches to the principal by virtue of an agreement which would not have attached in the absence of such agreement;
  - For any liability resulting from the negligence of any person other than you, your business partner, director or employee (or equivalent of these within the voluntary working sector); or
  - Where the principal is entitled to indemnity under any other insurance.
- h) Loss or damage caused intentionally or maliciously by you 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.

# Section 2 - Damage to your car

## Guidance notes

Section 2 only applies to comprehensive insurance, and covers damage to your car.

The amount we pay may be different if your vehicle was not registered in the UK from new.

If your vehicle has been imported you must tell us when you arrange cover.

Please see page 10 for exceptions to section 2.

## What we cover

This section only applies to your car.

We will cover you under this section for damage to your car (less any excess which applies).

We will also provide cover for damage to your car's spare parts and fitted accessories supplied by the manufacturer. You must keep the spare parts and accessories with your car and their value must be within the maximum amount we pay.

We will not pay under this section for damage more specifically covered under sections 3 or 4 of this insurance.

We will (at our option) either:

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

## The most we will pay

If your car was first registered from new in the United Kingdom, the most we will pay will be its market value immediately before the accident or loss (including its spare parts and accessories).

If your car was first registered from new in a country other than the United Kingdom, and we know about this and have agreed cover, the most we will pay will be:

- the amount shown on your purchase receipt for your car (including spare parts and accessories); or
- the market value of the manufacturer's United Kingdom model with the nearest equivalent specification (including spare parts and accessories);

whichever is lower.

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.

# Section 3 - Loss or damage to your car by fire or theft

## Guidance notes

Under this section we will provide cover when your car is stolen, damaged by thieves or damaged by fire. You will need to pay the excess shown on your schedule.

If your car is stolen, we will assume that it was in average condition for its age unless you give us other evidence.

The amount we pay may be different if your vehicle was not registered in the UK from new.

If your vehicle has been imported you must tell us at the time you arrange cover.

You should make every effort to protect your car from theft. Please make sure you keep your keys safe when you are not using your car.

Please see page 10 for exceptions to section 3.

## What we cover

This section only applies to your car.

We will cover you under this section if the loss or damage to your car is caused by fire, theft or attempted theft (less any excess which applies).

We will also provide the same cover for loss or damage to your car's spare parts and fitted accessories supplied by the manufacturer. You must keep the spare parts and accessories with your car and their value must be within the maximum amount we pay.

We will not pay under this section for loss or damage more specifically covered under section 4 of this insurance.

We will (at our option) either:

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

## The most we will pay

If your car was first registered from new in the United Kingdom, the most we will pay will be its market value immediately before the loss or damage (including its spare parts and accessories).

If your car was first registered from new in a country other than the United Kingdom, and we know about this and have agreed cover, the most we will pay will be:

- the amount shown on your purchase receipt for your car (including spare parts and accessories); or
- the market value of the manufacturer's United Kingdom model with the nearest equivalent specification (including spare parts and accessories);

whichever is lower.

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 key fob for your car are stolen, we will pay the cost of replacing:

the keys or key fob;

- the door locks or boot lock (or both); or
- the ignition and steering lock.

We will also pay the cost of re-coding or, if necessary, replacing any alarm system your car has.

The most we will pay as a result of theft of keys or key fob is £500 for any one incident. This amount is subject to any excess which may apply.



# Section 4 - Loss of or damage to in-car entertainment and navigation equipment

## Guidance notes

We will only pay up to £500 for non-standard in-car entertainment and navigation equipment less any excess you have to pay.

Please see page 10 for exceptions to section 4.

## What we cover

We will cover you under this section for loss of or damage to in-car entertainment and navigation equipment permanently fitted to your car.

- If such equipment is fitted as standard by the manufacturer then you will have unlimited cover but will have to pay any excess which applies.
- If such equipment is not fitted as standard by the manufacturer (i.e. it was fitted after the original registration) the most we will pay to replace or repair the equipment is the market value of the equipment at the time of the loss or damage up to a maximum of £500. This amount is subject to any excess which may apply.

# Exceptions to sections 2, 3 and 4

## Guidance notes

Under all contracts some situations are not covered. Please read this section carefully to make sure you understand what cover is not included in your own insurance.

You are not covered for hiring a replacement car.

You must follow the manufacturer's instructions to avoid liquid freezing in the cooling system of your car.

We will not pay for any repairs or replacements which leave your car in a better condition than it was before the incident. If this happens, you will have to pay something towards the cost.

For cover to apply under this insurance if you lend your car to anyone else, you must make sure that you include them as a driver on your certificate of motor insurance.

If you leave your car, it will not be covered if you have not removed the ignition key, closed the windows and sunroof, and locked all the doors. This even applies for short periods, such as in a petrol station.

## What sections 2, 3 and 4 do not cover

- a Damage to or theft of phones or two-way radios.
- b An amount of money to compensate you for not being able to use your car and any other expenses you have to pay because of this.
- c Loss of value, wear and tear.
- d Any reduction in the value of your car, including loss of value following damage whether the car was repaired or not.
- e Damage to tyres caused by braking, punctures, cuts or bursts.
- f Damage caused by frost unless you took reasonable precautions.
- g The cost of repairing or replacing parts of the car which improve your car beyond its condition before the loss or damage happened.
- h The cost of repairing or renewing areas which were not damaged in the incident for which you are claiming.
- i The loss of, or damage to, your car 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.
- j The amount of any excess shown in your schedule.
- k Mechanical, electrical, electronic, computer or computer software breakdowns, failures, faults or breakages.
- l Loss or damage when your car is left unattended if the last person in charge of your car before the loss or damage happened is not shown on your certificate of motor insurance as allowed to drive.
- m 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 secured. This applies even for short periods such as in a petrol station.
- n Loss or damage resulting from your car being repossessed by or returned to its rightful owner.
- o Loss or damage caused intentionally or maliciously by you 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.
- p Loss or damage caused by an inappropriate type or grade of fuel being used.
- q Loss or damage caused by chewing, scratching, tearing or fouling by domestic pets, or caused by vermin, insects, mildew or fungus.
- r The loss of, or damage to your vehicle caused by theft or attempted theft if your vehicle is fitted with an alarm and/or immobilisation device which is not activated and working efficiently at the time of loss.

# Section 5 - Personal accident benefits

## Guidance notes

This is the cover available for death and injury to you, your husband, your wife or your civil partner after an accident.

## What we cover

If you, your husband, your wife or your civil partner (as defined in the Civil Partnership Act 2004) are injured or die within three months of an accident in your car and as long as the accident is the only cause of the injury or death, we will pay the following amounts.

<b>a For death</b>	-	<b>£2,500</b>
<b>b For loss of any limb</b>	-	<b>£2,000</b>
<b>c For permanent blindness in one or both eyes</b>	-	<b>£2,000</b>

This cover also applies when you, your husband, your wife or your civil partner are travelling in, or getting in or out of, any other private motor car.

The most we will pay for anyone following one accident is £2,500. We will make this payment to you or your legal representative.

If you, your husband, your wife or your civil partner 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 Incidents unless the insurance is in one person's name.
- d Anyone who was under the influence of alcohol or any drug at the time of the accident.
- e Death or injury if you make a claim under section 1.

Please read the circumstances where this benefit will not apply.

# Section 6 - 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 car 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.

# Section 7 - Medical expenses

In some circumstances you may have to pay for medical treatment after an accident.

You are covered up to £250 for each person for each accident.

## What we cover

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

# Section 8 - Legal costs

## Guidance notes

Under this section we will provide a solicitor to represent you if a 'manslaughter' (including corporate manslaughter) or 'causing death by dangerous or careless/inconsiderate driving' charge is brought against you after an accident.

There are limits to the cover we provide.

## What we cover

We may provide a legal representative to advise and represent anyone covered under section 1, if proceedings are taken out against that person for manslaughter (including any costs arising from you being prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007 (except in relation to any voluntary work mentioned in section 1)) or causing death by dangerous or careless/inconsiderate driving.

## What we do not cover

- a Costs covered by another insurance policy.
- b Proceedings where the driver is under 21 at the time of the accident.
- c Proceedings where the driver is under the influence of alcohol or any drug at the time of the accident.
- d Any costs arising from you being prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007 in relation to any voluntary work mentioned in section 1.
- e Any fines or penalties imposed as a consequence of a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007 or any prosecution costs.

Our cover under this section is limited to £5,000 in any one year of insurance (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).

We can settle claims (except those arising from you being prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007 where the limit is £5 million unless stated otherwise) by paying you £5,000 less the costs that have already been paid.

# General exceptions

## Guidance notes

These general exceptions apply to all sections of your insurance and explain when your insurance will not cover you.

1. The driver of your car must be covered on your certificate.
2. The driver must not be disqualified from driving.
3. Whoever is driving must keep to the conditions of their driving licence.
4. This insurance is only for the United Kingdom.
5. There is no cover under this insurance within restricted areas of airports.
6. Your car must be safe to drive.
7. Your car must not be overloaded.
8. If you are carrying a load it must be safe.
9. There is no cover under this insurance for towing a trailer.
10. You can only use your car for the purposes shown on the certificate. You can accept contributions towards petrol as long as you keep to the conditions we set.

## These exceptions apply to the whole insurance

Your insurance does not cover the following

- A Any liability to others, or loss of or damage to any car covered by this insurance when the car is:
1. driven by or in the charge of anyone who is driving without your permission or is not included as a driver in the certificate of motor insurance or who is excluded by an endorsement;
  2. in the charge of anyone who is disqualified from driving, or who has not held, or who by law is prevented from holding or getting a driving licence;
  3. being driven by any person who holds a driving licence but is not complying with any terms or conditions that may apply to that licence;
  4. outside the United Kingdom.
  5. being used in restricted areas of airports or airfields (we will not pay any claim involving aircraft within the boundary of the airport or airfield);
  6. being driven in an unsafe, unroadworthy or damaged condition or does not have a valid MOT certificate when needed;
  7. being driven with a load or a number of passengers which is unsafe or greater than the manufacturer's specifications;
  8. carrying an insecure load;
  9. towing a trailer; or
  10. used for a purpose which it is not insured for (as long as you do not make a profit, your employer can pay an allowance for the number of miles you drive, or a passenger can contribute towards the cost of fuel).
  11. being driven outside the limitations of the driver's licence including where you are 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.
- B Any result of war, revolution or similar event. Any loss or damage caused by any government, public or local authority legally taking or damaging your property.
- C Any loss or damage caused by:
- earthquake; or
  - riot or civil commotion happening in Northern Ireland or outside the United Kingdom.
- D Any liability you have accepted by agreement or contract unless that liability would have existed without the agreement.
- E 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; or
  - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear material or any part of it.

**General exceptions continued on the next page.**

# General exceptions (continued)

## Guidance notes

These general exceptions apply to all sections of your insurance and explain when your insurance will not cover you.

1. The driver of your car must be covered on your certificate.
  2. The driver must not be disqualified from driving.
  3. Whoever is driving must keep to the conditions of their driving licence.
  4. This insurance is only for the United Kingdom.
  5. There is no cover under this insurance within restricted areas of airports.
  6. Your car must be safe to drive.
  7. Your car must not be overloaded.
  8. If you are carrying a load it must be safe.
  9. There is no cover under this insurance for towing a trailer.
  10. You can only use your car for the purposes shown on the certificate. You can accept contributions towards petrol as long as you keep to the conditions we set.
- F Loss or damage caused by pressure waves from aircraft or flying objects.
- G Loss or damage by pollution or contamination, however caused, other than cover needed by the Road Traffic Acts or any other laws which apply to motor insurance.
- H Any loss, damage, injury or legal liability caused directly or indirectly by terrorism or any similar event. This exception does not apply to the cover we must provide under the Road Traffic Acts or any other laws which apply to motor insurance. This exception does not apply to sections 2, 3 and 4 of this insurance.
- I We will not provide cover while your vehicle is being driven by, or is in the charge of, the provisional licence holder declared under this policy unless that person is accompanied at all times. The accompanying person must be aged 25 years or over and must hold a current full UK driving licence which has been issued for at least three years. These restrictions do not apply if the accompanying person is a Department of Transport approved driving instructor or examiner.
- J 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 or roads that have been closed by central/local Government for motorsport purposes. (Derestricted toll road are roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended including the Nurburgring).

# General conditions

## Guidance notes

You must keep to these conditions or your insurance will not be valid. Your insurance only covers people who meet these conditions and all the information you give to us in the proposal form or statement of insurance must be completely true and accurate.

We will not pay any claim which is false or fraudulent.

If your vehicle is broken into, stolen or vandalised you must tell the police.

This is the procedure for reporting accidents and thefts to us. Do not admit an accident or loss was your fault or negotiate a claim without our permission.

- A We will only provide the cover described in this insurance under the following circumstances.
1. Anyone claiming cover under this contract has kept to all the conditions in this document and any endorsements.
  2. The information you gave on the proposal form or statement of insurance and any declaration is true and complete. If you do not give us accurate information, this could lead to your claim not being paid and/or your insurance not being valid.
  3. 'Your car' means any car you have told us about and that we have agreed to cover. If you change the car covered by this insurance or get an extra car which you need cover for, you must tell us beforehand.
  4. The vehicle covered by this insurance must (at all times remain the subject of another motor insurance contract which satisfies the vehicle's owner and/or registered keeper's obligations under the Road Traffic Act 1988.

We will only provide cover if you have paid the premium.

- B 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.
- C After any event which could lead to a claim, tell us immediately by phoning us on 0330 123 0982 or by writing to the address at the end of this document. If any incident involves theft, attempted theft or vandalism you must also report this to the police as soon as the incident is discovered.
- D You must send us any letters, writ or summons as soon as you receive them, together with a filled-in report form. Do not answer any letters, send them straight to us. You must also tell us if you know about any prosecutions involving anyone covered by this insurance. If you have an accident or loss, you must not admit to anyone else that it was your fault or negotiate or refuse any claim unless you have our permission.
- E We are entitled to take full control of any claim and we must be given whatever information and help we need. You must not do anything that will affect our interest in this insurance. We can prosecute or defend any claim in your name.
- F 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.
- G If your car is damaged and a part or accessory cannot be repaired or replaced, we will only pay you the amount shown in the manufacturer's last United Kingdom list price. If we know that your car is an imported vehicle which we have agreed to cover, 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 car came from. We will not pay for the cost of importing any part or accessory needed to repair your car.

**General conditions continued on the next page.**



# General conditions (continued)

- H If your car is under a hire purchase or leasing agreement and it is damaged and cannot be repaired or replaced, we will pay the claim to the owner shown in that agreement.
- I If there is other insurance in force which covers 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 we would not otherwise have paid under any section of this insurance.
- J You must take all reasonable steps to keep your car in a roadworthy condition at all times, and protect it from loss or damage. You must lock and secure your car when you leave it. We can examine your car at any reasonable time.
- K If you have an accident, you must take all possible steps to protect your car and its accessories and contents. If the damage to your car 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 car. One of our approved automotive assessors must inspect your car 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 car to another repairer. We have the right to move your car to a safe storage place without asking you.
- L 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 car.
- M You cannot transfer this insurance to anyone else.
- N Cancelling during the initial period of cover – ‘Retail’ customers only  
If you have entered into this contract of insurance as a retail customer, providing your policy has been issued for 30 days or more, you have a right to cancel this insurance. To do this, you must tell us or your insurance intermediary within 14 days of the start date (or renewal date) of your policy or (if later) the day you receive the policy documents and supporting information.  
Cancellation will take effect from the date we receive your notice to cancel but cannot be backdated.  
If you choose 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. Further charges may include a proportion of any commission paid to your insurance intermediary and a proportion of any fees charged by your insurance intermediary, sufficient to cover their costs.

## Guidance notes

You must keep your car in a safe and roadworthy condition and make every attempt to protect it from damage or theft.

If you leave your car, it will not be covered if you have not locked and secured it. This applies even for short periods, such as in a petrol station.

If you are a ‘retail’ customer, you may cancel the insurance within 14 days of its start without giving any reasons. You will be entitled to a pro-rata refund of your premium, not including any charges to cover costs.

This policy is automatically cancelled once you have passed your driving test.

**General conditions continued on the next page.**

# General conditions (continued)

## Guidance notes

We may cancel the

insurance by sending you seven days' notice. You may be entitled to a refund of part of your premium. You may also cancel this insurance by notifying us or your insurance intermediary. This policy is automatically cancelled if you have passed your driving test.

- O This insurance may also be cancelled in the following circumstances.
- We or your insurance adviser may cancel this policy by sending 7 days' notice to your last known address where there is an exceptional or valid reason for doing so. We will refund the part of your premium which applies to the period of the insurance you have left. If we or your insurance adviser cancel this insurance because you have not paid the full premium no refund will be given. We will not give a refund if anyone has claimed in the current insurance period. It is a serious offence under Section 143 of the Road Traffic Act 1988 to use, or allow any person to use a motor vehicle on a road without a valid insurance policy in force.  
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. proof of no claims bonus, a copy of your driving licence or evidence of your current address;
    - a change in your 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.
  - You can cancel this insurance after the initial period of cover set out in N above. Cancellation will take effect from the date we receive your notice to cancel, or a date in the future you have specified, but cannot be backdated.
  - If this insurance is automatically cancelled due to the provisional licence holder declared under this policy having passed their driving test no refund will be given.
- P If you pay your premium by instalments and have paid a deposit premium, if we then do not receive an instalment when it is due, we will send you seven days' notice of cancellation. You must pay the full amount you owe before the seven days are up. If you do not pay the full amount, we will cancel the insurance immediately. It is a serious offence under Section 143 of the Road Traffic Act 1988 to use, or allow any person to use a motor vehicle on a road without a valid motor insurance policy in force. If your vehicle is lost or damaged and cannot be repaired or replaced and the loss or damage is covered by this insurance, you must pay all the premium you owe. We will have the right to take any premium you owe from the amount of the claim.

General conditions continued on the next page.

# General conditions (continued)

## Guidance notes

You must tell your insurance intermediary immediately if there are any changes to the information you have given us. If you do not do this, your insurance cover may not be valid. This policy automatically terminates once you have passed your driving test.

- Q You must tell us as soon as possible about any changes which could affect your insurance and which have happened since the cover first started or since you last renewed it. If you do not tell us about these changes, your insurance may not cover you fully or at all. If you are not sure whether any facts are important, please ask your insurance intermediary. All correspondence should be sent to Zenith, Prospect House, Thanet Way, Whitstable, Kent, CT5 3FD. Here are some examples of changes you should tell us about.
- Passing your driving test.
  - A change of car - including getting an extra car. We will need full details of your new car, which must include information about the country in which it was first registered if this was different to the United Kingdom.
  - A change in the way you use your car.
  - A change of address.
  - A change of occupation, including any part-time work.
  - Convictions and prosecutions.
  - A change in the main driver of the car.
  - Details of drivers you have not told us about before.
  - Details if you or anyone who will drive develop any medical conditions.
  - All changes you make to your car, if these make your car different from the manufacturer's standard specification.

Without affecting the condition relating to cancellation we shall be entitled to increase or reduce the premium and/or vary the terms, conditions and exceptions of this policy in respect of the unexpired term of this insurance to adequately reflect the alteration in the risk.

- R This insurance does not give rights to any person other than you (the insured person) unless we say differently elsewhere in this document.
- S 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.
- T If your vehicle is lost or damaged and cannot be repaired or replaced, and the loss or damage is covered by this insurance, when we settle your claim your vehicle will become our property. We will not refund any premium for the period of insurance you have left but we may decide to let the cover continue for a replacement vehicle.
- U This policy is automatically cancelled once the provisional licence holder under this policy has passed their driving test.

If your vehicle is a 'write-off' and we offer to settle your claim, this insurance will end for your vehicle when you accept the payment. The insurance can only be transferred to a replacement vehicle if we give our permission.

# Very important if you have an accident

## Guidance notes

Please follow these instructions if you need to make a claim.

Your insurance intermediary will send you a claim form and give you advice.

You must report all accidents to us immediately.

## What to do if I have to make a claim

- 1 Do not drive away. You must stop if any person or animal has been hurt, or if any vehicle or property has been damaged.
- 2 Ask for the names and addresses of any other drivers or pedestrians. If there is another driver involved, ask for the name of his or her insurer and for their insurance policy or certificate number.
- 3 If the accident damaged another vehicle, property or animal, you must give your name, address, vehicle registration number and show your insurance certificate to anyone who needs it. If anyone other than you is injured, you must show your insurance certificate to the police.
- 4 Write down the names and addresses of any witnesses.
- 5 Draw a diagram of the scene or if possible take photographs. Show as much detail as possible - include:
  - the position of all the cars before and after the accident;
  - the speeds and distances;
  - road names and layout;
  - where witnesses were standing;
  - any obstructions to your or other road users' view; and
  - anything that could be relevant to the accident.
6. Do not admit you were at fault in any way or offer to make a payment. If any other person does this remember to report it to us.
7. You must report all accidents, particularly those involving personal injury, to us immediately. You can phone if necessary. You may also be asked to complete an Accident Report Form. You will need to answer all the questions on the form and sign and date it.
8. If you receive any writ, summons or correspondence from anyone else or their representative, send it to us immediately. You must tell us if there is going to be any police action.

## How to make a claim

If you need to tell us about an incident involving damage to or loss of your car, please phone us immediately on 0330 123 0982. Calls made to or from this number and other numbers at the insurer may be recorded for training and monitoring purposes.

You should phone this number even if your policy does not cover the damage.

If we are asked to repair your car, we will do this if the damage is covered by the policy and one of our approved assessors has inspected the damage.

We promise to:

- do our best to sort out your claim with as little paperwork as possible; and
- start the repair process immediately.

To help us process your claim, please make sure you have your policy details to hand when you contact us. We will also need you to tell us the precise details of the incident.

# Customer care

## Guidance notes

We aim to provide you with a high standard of service but, if you are dissatisfied in any way, this information explains exactly how to proceed.

## Our Service Commitment

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 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.

## What to do if you have a complaint

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 Markerstudy Insurance Services Limited. If you have a complaint, please contact Markerstudy Insurance Services Limited at the address below:

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

When contacting Markerstudy Customer Relations please provide:

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

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

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

**0800 023 4567** calls to this number are now free on mobile phones and landlines.

**0300 123 9123** calls to this number cost no more than calls to 01 and 02 numbers.

**[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)**

You have the right of referral within six months of the date of your final response letter. 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.

# Endorsements

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).
P15	<p>Noting interest of owner - (Name)</p> <p>Your vehicle is owned by the person or organisation named above.</p>
P17	<p>Driver to be accompanied - (Name)</p> <p>We will not provide cover while your vehicle is being driven by, or is in the charge of, the person(s) named above unless that person is accompanied at all times. The accompanying person must be 25 or over and must hold a current full UK driving licence which has been issued for at least three years. These restrictions do not apply if the accompanying person is a Department of Transport approved driving instructor or examiner.</p>
P55	<p>Use in Eire</p> <p>You are covered to use your vehicle in Eire.</p>
ML3	<p>Termination of Cover after Passing Your Driving Test</p> <p>This policy is automatically cancelled once the provisional licence holder under this policy has passed their UK practical driving test.</p>
ML4	<p>Emergency and 'Get Your Vehicle Home' Cover</p> <p>While you are receiving driving tuition or undergoing an official DSA practical driving test, we will extend the cover if it is necessary because of an emergency or other exceptional circumstances to allow your accompanying full UK licence holder (who must be over 25 years of age and must have held such licence for a minimum of 3 years or who must be a qualified DSA Examiner) to drive the insured vehicle in order to complete the journey.</p>

