

Motor Trade Policy Documentation

QBE European Operations

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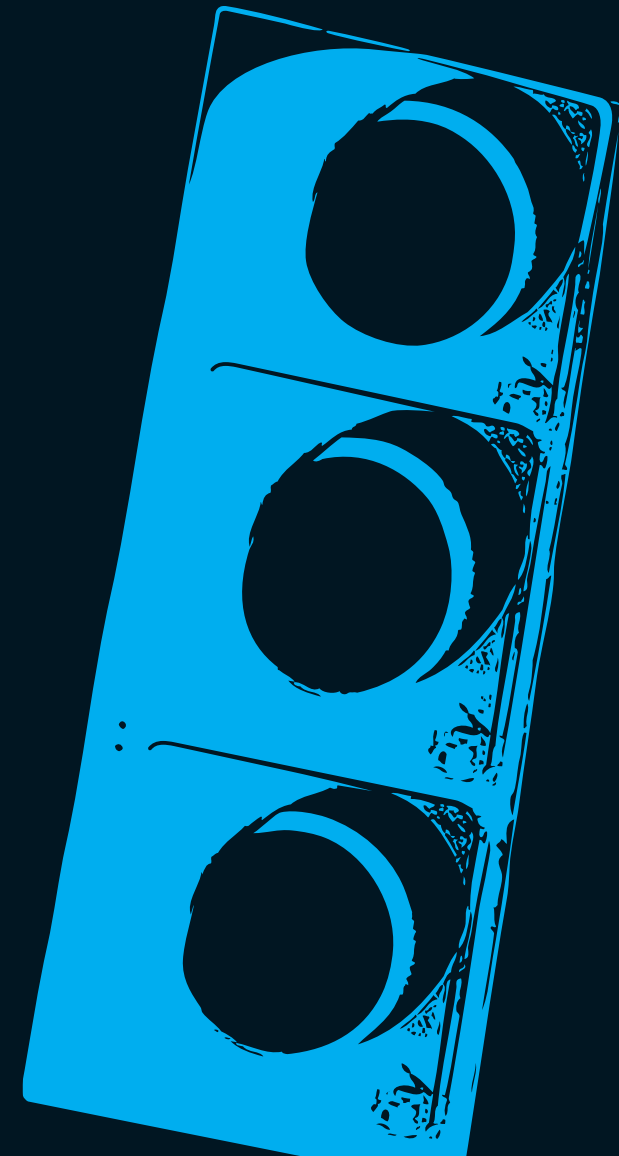
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MTPD/01112009

QBE European Operations is a trading name of QBE Insurance (Europe) Limited, no. 01761561 ('QIEL'), QBE Underwriting Limited, no. 01035198 ('QUL'), QBE Management Services (UK) Limited, no. 03153567 ('QMSUK') and QBE Underwriting Services (UK) Limited, no. 02262145 ('QSUK'), whose registered offices are at Plantation Place, 30 Fenchurch Street, London, EC3M 3BD. All four companies are incorporated in England and Wales. QIEL and QUL are authorised and regulated by the Financial Services Authority. QUL is a Lloyd's managing agent. QMSUK and QSUK are both Appointed Representatives of QIEL and QUL.



Thank you for placing your insurance with QBE Insurance (Europe) Limited.

This is your Document of Insurance. It contains your Schedule and Certificate of Motor Insurance.

Please keep them in a safe place (NOT IN ONE OF YOUR VEHICLES).

We have tried to simplify this Document by using "Plain English". We have also structured it in a way which should make it easy to follow.

Please examine this Document and the enclosures. If any detail is incorrect, please return it to your broker / intermediary, advising them of the changes required.

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ADVICE ON HOW TO CLAIM

PLEASE REPORT ALL INCIDENTS AS QUICKLY AS YOU CAN.

You should report all incidents as quickly as possible regardless of blame.

YOU CAN TELEPHONE ON: **0800 0182 954**

This line is available 24 hours a day, 365 days a year and it is important to report claims to us early so that we can act quickly for you and control the cost of your claims as efficiently as possible.

OR, YOU CAN REPORT A CLAIM ONLINE AT:

www.QBEurope.com/motor/claims/report_speed_claim_req.html

By completing the online speed report - input form you will receive an immediate acknowledgement of the incident report by email.

ALTERNATIVELY YOU CAN SUBMIT YOUR COMPLETED CLAIM FORM TO US AT:

QBE Insurance (Europe) Ltd
Motor Claims Department
One Coval Wells
Chelmsford
Essex
CM1 1WZ

IF HOWEVER YOU WISH TO SUBMIT YOUR COMPLETED CLAIM FORM BY EMAIL OR FAX TRANSMISSION PLEASE USE THE FOLLOWING:

Email: newclaim.motor@uk.qbe.com

Fax: 01245 272585

We will acknowledge your claim quickly and confirm the action that we are taking on your behalf.

Policy Conditions

As part of the policy conditions, you must take all reasonable steps to keep any amount the underwriters have to pay as low as possible. Early notification of the incident will support us in achieving this.

Also the Third Party has a legal (common law) duty to ensure that they keep their expenses and losses to a minimum.

THEREFORE IF YOU ARE RESPONSIBLE (EVEN PARTLY), IN ADDITION TO NOTIFYING US OF THE INCIDENT AS QUICKLY AS POSSIBLE, PLEASE PASS THE ABOVE NUMBER TO THE THIRD PARTY AND ASK THEM TO CALL US.

QBE Insurance (Europe) Limited

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MOTOR TRADE ROAD RISKS POLICY DOCUMENT

This Document of Insurance sets out the terms of the contract of insurance made between QBE Insurance (Europe) Limited and the Document Holder.

The information and statements provided in the proposal form and declaration which the Document Holder has made have been relied upon by the Underwriters in entering into this contract of insurance.

The parties to this document are You and Us. Nothing in this document shall create any rights in third parties under the Contracts (Rights of Third Parties) Act 1999 and no variation to this document, nor any supplemental or ancillary agreement shall create any such rights unless expressly so stated. This does not affect any right or remedy of a third party which exists or is available apart from this act.

UK law allows both you and us to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, the Channel Islands or the Isle of Man relating to your address as shown in the Schedule. If there is any dispute as to which law applies it will be English law.

QBE Insurance (Europe) Limited has agreed to insure the Document Holder subject to the terms conditions and exceptions contained in this document or any endorsement against any such liability loss or damage that may occur and is directly sustained in connection with the Insured Vehicle shown in the Schedule during any period of insurance for which the Document Holder has paid or agreed to pay the premium.

This Document of Insurance has been issued by QBE Insurance (Europe) Limited.



MANAGING DIRECTOR MOTOR

DEFINITION OF WORDS

Whenever they appear in this Document of Insurance the following words carry the same meaning whether or not they commence with a capital letter.

QBE Insurance (Europe) Limited	The Underwriters.
We/Us/the Underwriters	QBE Insurance (Europe) Limited. QBE Insurance (Europe) Limited is authorised and regulated by the Financial Services Authority. QBE Insurance (Europe) Limited Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3BD. Registered in England and Wales No.1761561
You/the Insured/Document Holder	The Company or person named in the Schedule.
Your Vehicle/Insured Vehicle	The vehicle, including its standard accessories (excluding radio) and spare parts, described in the Schedule.
Document of Insurance	This document, including the Schedule.
Schedule	The Schedule to this document, containing details of the Document Holder, the premium paid, the period of insurance, the Insured Vehicle and cover provided. It may be replaced by an amended Schedule when there is a change in any details or terms.
Endorsement	A change of or amendment to the terms of this insurance.
Excess	The first part of any claim for which the Document Holder is responsible.
Trailer	Any articulated or semi trailer mentioned by description or category in the schedule.
Property	Any property including animals.
Market Value	The replacement value of the same make and model of vehicle of a similar age and condition and history as determined by reference to vehicle value publications.
Certificate of Motor Insurance	The certificate required by law to certify the existence of the minimum compulsory insurance. For full details of the insurance cover, refer to the Document of Insurance.
Road	Any place that would be held to be a road for the purposes of any compulsory Motor Insurance Legislation operative within the territorial limits defined in this document.
Accident	Any unforeseen event or one without apparent cause. Anything that occurs unintentionally or by chance.
Punitive or exemplary damages	Punitive or exemplary damages means damages awarded to punish or deter wrongdoing.

EXTENT OF COVER

The cover provided by this Document of Insurance is shown in the current Schedule and determines which Sections of this Document of Insurance apply.

<u>RISK INSURED</u>	<u>SECTIONS WHICH ARE APPLICABLE</u>
Comprehensive (COMP)	All sections
Third Party, Fire & Theft (TPF&T)	Sections 1,2 (Solely in respect of damage by Fire, excluding loss as a result of malicious acts and vandalism, or Theft), 3 and 4 ONLY.
Third Party Only (TPO)	Sections 1, 3 and 4 ONLY.
Legal Expenses For pursuing personal injury claims	Section 5 ONLY

YOUR COVER

SECTION 1

LIABILITY TO OTHERS

A. Your own liability We will indemnify you against liability at law for damages or claimants law costs in respect of death or bodily injury to any person or damage to any property as a result of any accident involving the Insured Vehicle.

B. Other person's liability In the same way as you are insured, we will insure:

- 1) anyone you allow to drive or use the Insured vehicle(s) PROVIDED this is permitted by your Schedule and Certificate of Motor Insurance.
- 2) any passenger travelling in or getting into or out of the Insured Vehicle(s).

C. A legally appointed representative Following the death of anyone insured under this insurance, we will indemnify, to the same extent, that person's legal representative for any liability incurred by that person.

D. Medical treatment We will pay for medical treatment as required by the Road Traffic Acts resulting from any accident involving any Insured Vehicle.

If this is the only payment we make your No Claim Bonus (see section 3) will not be affected.

E. Legal fees and expenses We will pay, provided we have given our written consent;

- 1) legal fees and costs incurred in dealing with or defending any action at law by which damages in respect of such death, bodily injury or damage are claimed against any person insured under this insurance.
- 2) Solicitors' fees for representation at any Coroner's inquest or fatal inquiry in respect of such death or for defending in any Court of Summary Jurisdiction any proceedings in respect of any act causing or relating to the accident.
- 3) legal expenses in respect of any proceedings taken against any person insured under this insurance for manslaughter, or reckless or dangerous driving causing death, in respect of his or her driving at the time of the accident.

Subject to the Underwriters reserving the right at any time to relieve themselves of any further liability under this clause on payment to the Document Holder of the expenses incurred to that date.

Provided that the person claiming indemnity and any person on whose behalf indemnity is claimed shall have complied with the terms and conditions contained in the Document of Insurance and any endorsements.

F. Towing We will also insure you while the Insured Vehicle is towing a trailer or any one vehicle, so long as the towing is allowed by law and the trailer or broken down vehicle is attached properly to the Insured Vehicle by towing equipment made for this purpose.

EXCLUSIONS TO COVER

EXCEPTIONS TO SECTION 1

The insurance does not cover:

- 1)
 - a) liability for the death of, or injury to, or damage to the property of, any person arising out of or in the course of his/her employment by anyone we cover under this insurance, other than as required under the Road Traffic Acts or any applicable EU Directive.
 - b) liability incurred by anyone entitled to protection under the liability section of any other insurance.
 - c) liability beyond the minimum requirements of the Road Traffic Acts for loss or damage to any vehicle or property belonging to, or in the care of, anyone entitled to claim protection under this insurance.
- 2) Underwriters liability in respect of loss or damage to property (including animals) is limited to £1,000,000 (One Million Pounds) in respect of any one accident or occurrence or series of occurrences arising out of one event.
- 3) Any vehicle being driven by or in custody or control of any company partnership or person not described in the Certificate of Motor Insurance.
- 4) Death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of a load to the Insured Vehicle or the taking away of a load from such vehicle.
- 5) Damage to any Insured Vehicle.
- 6) Damage to property belonging to or held in trust by or in the custody or control of the person claiming indemnity.
- 7) Death, injury or damage arising directly or indirectly from work on any Insured Vehicle by the Insured or any person in the service of or acting on behalf of the Insured except as required by the Road Traffic Acts.
- 8) Death or injury to the person driving or in charge of the Insured Vehicle or to any person being carried in or on, or getting into or out of, or getting onto or off, a trailer or vehicle being towed.
- 9) Death, injury or damage resulting from using the Insured Vehicle or machinery attached to it, as a tool of trade.
- 10) Any claim resulting from carrying, preparing, selling or supplying of any goods, food or drink from the Insured Vehicle.
- 11) fines, penalties, punitive or exemplary damages.

YOUR COVER

SECTION 2

LOSS OR DAMAGE TO YOUR VEHICLE

If the Insured Vehicle is damaged or stolen while it is being used on the public highway, temporarily parked during the course of a journey or parked at the private home address of the Insured we will, at our option:

- a) pay the reasonable cost of repairing any damage to the Insured Vehicle within its Trade Market Value.
- OR b) pay an amount in cash equivalent to the Trade Market Value of any loss or damage to the Insured Vehicle.
- OR c) pay the cost of replacing the Insured Vehicle or any part thereof which has been lost or damaged, with one of a similar type and is in a similar condition, the replaced item then becoming the Underwriter's property.

We will pay the reasonable cost of taking the Insured Vehicle to the nearest suitable repairer and, after repair, to your address as shown in the Schedule.

If the Insured Vehicle is over three years old we may, at our option, decide to fit replacement parts which have not been made by the car's manufacturer but which are of a similar standard.

The maximum amount payable for any one incident will not exceed the Limit of Indemnity as specified on the Schedule.

If the Insured vehicle belongs to someone else or is the subject of hire purchase or leasing agreement, payment for the total loss or destruction of the car will normally be made to the car's legal owners.

If you have a cherished or personal number plate you wish to retain you must follow the procedure laid down by the Driver and Vehicle Licensing Agency (DVLA). This will include completion of the DVLA retention and transfer application forms and you will be responsible for the appropriate fee. If you intend to apply to retain the number plate we must be notified immediately and we will require the replacement vehicle registration mark as soon as it is provided to you. If we are not notified IMMEDIATELY of the intention to retain the number plate we will proceed with the disposal of the vehicle salvage including the vehicle number plate (vehicle registration mark).

EXCLUSIONS TO COVER

EXCEPTIONS TO SECTION 2

The insurance does not cover:

- 1) wear, tear and depreciation or that part of the cost of repair which improves the Insured Vehicle beyond its condition before the loss or damage occurred.
- 2) any perceived loss in value of the Insured Vehicle.
- 3) loss of use, mechanical, electrical, electronic, computer failures or breakdowns or breakages.
- 4) damage to tyres unless this results from an accident to the Insured Vehicle.
- 5) more than the manufacturer's latest list price of any part or standard accessory.
- 6) any amount in respect of any part of the Insured Vehicle in excess of the price shown for the same in the manufacturer's last price list at the time of the loss or damage where that part or accessory is unobtainable or obsolete in pattern.
- 7) any other loss or damage other than expressly and specifically insured under Section 2.
- 8) any amount greater than £250 for loss of or damage to the fitted vehicle entertainment equipment, tapes, cassettes, compact and mini discs, citizen band radios, phones or phone equipment or satellite navigation systems.
- 9) loss of or damage to the Insured Vehicle arising from it being impounded as a result of a road traffic accident or vehicle licence offence or Customs & Excise offence or for any penalties imposed because of the incorrect disposal of the Insured Vehicle deemed to be an End of Life Vehicle (ELV) following settlement on a total loss basis and where Underwriters did not retain the salvage for disposal.
- 10) loss of or damage to the Insured Vehicle whilst it is being kept within 400 metres on, in, near or next to any business premises owned or occupied by the Insured or any other Motor trader.
- 11) loss of or damage caused by any faulty part or accessory, by poor workmanship or by work carried out on the Insured Vehicle by you or anyone acting on your behalf.
- 12) loss of or damage from repossessing the Insured Vehicle and returning it to its rightful owner, or from any agreement or proposed transaction for selling or hiring the Insured Vehicle or someone taking it by fraud, trickery or the offence of fraud by false misrepresentation.
- 13) loss of or damage arising from the Insured Vehicle being taken or driven by a person who is not an insured driver but is a member of the policyholder's family or household, or being taken or driven by an employee or ex-employee.
- 14) loss of or damage to all motorcycles, quad bikes, trikes or scooters.

EXCLUSIONS TO COVER

EXCEPTIONS TO SECTION 2

- 15) compensation for you not being able to use the Insured Vehicle or any delay where we have to get new parts or accessories or if they are unavailable.
- 16) loss of or damage resulting from using the Insured Vehicle or of machinery attached to it as a tool of trade.
- 17) loss of or damage caused deliberately by you or any person driving or using the Insured Vehicle with your permission.
- 18) loss of or damage resulting from demonstration or testing an Insured Vehicle, unless you have previously requested such cover and it is shown on the Schedule and you have paid the extra premium.
- 19) any additional damage resulting from the Insured Vehicle being moved by you after an accident, fire or theft.
- 20) tools of trade, personal belongings, documents or goods.
- 21) loss of or damage to any Insured Vehicle while it is being towed, lifted or transported by you, anyone named on the Schedule or Certificate of Motor Insurance or anyone acting on your behalf.
- 22) damage caused by frost unless you have taken reasonable care to stop the damage happening and have followed the manufacturers' instructions to avoid liquid freezing in the Insured Vehicle.
- 23) loss of or damage arising from any Insured Vehicle being filled with the wrong fuel.
- 24) the Excess shown on the schedule for every occurrence of accidental damage, malicious damage, fire or theft to any Insured Vehicle.
- 25) loss of or damage to any Insured Vehicle or its contents arising from theft or attempted theft if the Insured Vehicle has not been secured by means of the door and boot locks or if the windows or any form of sliding roof or removable panel roof or hood have been left open or unlocked.
- 26) any loss of or damage to any Insured Vehicle whilst the keys or other device which unlocks any Insured Vehicle have been left in or on the Insured Vehicle or not removed to a safe and secure place.
- 27) the loss of or damage to keys and/or remote control units belonging to any Insured Vehicle or for the replacement of locks following the loss of keys or remote control units.
- 28) any loss of or damage to any Insured Vehicle arising from the Insured Vehicle being taken or driven by a person who is not an insured driver but is a member of your family or household.

Any payment will be limited to the cost of repairs or, if stolen or beyond repair, to the Trade Market Value at the time of the loss or accident.

YOUR COVER

SECTION 3

NO CLAIMS BONUS

Provided no claim has been made or is pending during any period of insurance your No Claims Bonus will be increased in accordance with the No Claims Bonus scale applicable at the time of such renewal.

If you only make one claim during a period of insurance, four or more years No Claims Bonus will step back to two years, three years No Claims Bonus will step back to one year.

If you make more than one claim in a period of insurance, you will lose all your discount.

PROTECTED NO CLAIMS BONUS

If you are eligible and your insurance incorporates the Protected No Claims Bonus option, Endorsement E1 appears on the schedule, the following terms and conditions apply:

Your No Claims Bonus will not be prejudiced by a single claim in any period of insurance or any two occurring claims in any three consecutive periods of insurance.

Protecting your No Claims Bonus, protects your bonus level in accordance with the above. It is not a premium protection, this benefit does not guarantee that your premium will not increase at next renewal.

EXCLUSIONS TO COVER

EXCEPTIONS TO SECTION 3

CONDITIONS APPLICABLE TO SECTION 3

- 1) Your No Claim Bonus will not be reduced if a claim affects only emergency medical treatment as required by the Road Traffic Acts - see Section 1D.
- 2) a No Claim Bonus is not earned if the period of insurance is less than twelve months.
- 3) Your No claim Bonus cannot be transferred to anyone else.

If your insurance incorporates the Protected No Claims Bonus option it does not cover the first £50 of each claim (excess) for Accidental Damage, Vandalism/Malicious Damage, Fire and Theft.
This clause operates in addition to any other excess applying.

YOUR COVER

SECTION 4

TERRITORIAL LIMITS & FOREIGN USE

A) Territorial Limits

This Document applies in respect of accidents occurring in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and during sea transit between ports in these areas including the process of loading and unloading.

The Underwriters will provide the minimum indemnity necessary to comply with the laws relating to compulsory insurance of motor vehicles (or, if higher, the law applicable as if the place where the vehicle was used when the event occurred were in Great Britain), in the following countries:

- 1) any member of the European Union.
- 2) any other country for which the commission of the European Union is satisfied that arrangements have been made to meet the requirements of EU Directives on insurance.

WARNING: THIS ONLY COVERS LIABILITY TO OTHER PARTIES AND WOULD NOT INCLUDE LOSS OF OR DAMAGE TO THE INSURED VEHICLE

If, in order to comply with the laws of a country in which this insurance operates, we are required to make a payment which we would otherwise not have made, we reserve the right to recover that amount from you or from the person who incurred the liability.

B) Foreign Use

Subject to the issue of an International Motor Insurance Card (Green Card) and the payment of any additional premium required by the Underwriters, full Document cover will apply;

- 1) in the Countries for which the Green Card is made valid and when the Insured Vehicle is in sea or rail transit between ports in the Countries including the processes of loading and unloading, provided that such transit shall be by any recognised sea passage of no longer duration than 65 hours.
- 2) for the period of the Green Card.

C) General Average

The Underwriters will indemnify the Document Holder against General Average Contribution, Salvage, Sue and Labour charges incurred and any Customs Duty arising out of the transportation of the Insured Vehicle by sea.

Provided always that:

- 1) such Insured Vehicle is insured against loss or damage by Section 2 of this Document and
- 2) the contribution relates to the value of such Insured Vehicle as agreed and shown in the Schedule.
- 3) Underwriters shall not be liable for Customs or Excise duties or charges.

CONDITIONS APPLICABLE TO SECTION 4

- 1) the Insured Vehicle must be taxed and registered in the UK.
- 2) your main permanent home must be in the UK and your visit abroad is only temporary.

EXCEPTIONS TO SECTION 4

This Insurance does not cover:

- 1) The Insured Vehicle unless it is being used for purposes described in the Certificate of Motor Insurance and Policy Schedule.

YOUR COVER

SECTION 5

LEGAL EXPENSES AND ADVICE

If you want to make a claim under this section please make this clear when telephoning us on 0800 389 1708 and quote MASTER POLICY NUMBER 36520.

We will take all relevant details, validate the claim and liability for the incident and commence the appropriate recovery processes when we agree that there are reasonable prospects for recovery.

Definitions (Applicable to section 5 only)

Lawclub	Lawclub means Lawclub Legal Protection, whose address is Redwood House, Brotherswood Court, Great Park Road, Bradley Stoke, Bristol BS32 4QW, who manage claims under section 5 of this policy on Our behalf.
Insured Person	Insured person means You and any passenger or driver who is in or on Your Vehicle with Your permission. Anyone claiming under this policy must have Your agreement to claim.
Legal Costs	Legal costs means the professional fees and expenses reasonably and properly charged by the Representative on a Standard Basis, up to the standard rates set by the courts, which the Insured Person cannot recover from their opponent. Legal costs shall also include the Insured Person's opponents' legal costs in civil cases which the Insured Person is ordered to pay by a court or which the Insured Person pays to their opponent with the written agreement of Lawclub.
Representative	Representative means the solicitor or other suitably qualified person who has been appointed to act for the Insured Person in a claim under section 5.
Standard Basis	Standard basis means the assessment of Legal Costs which are proportionate to the Insured Person's claim.

LEGAL EXPENSES COVER

Under this section of the Insured Person's policy, all claims are managed by Lawclub on Our behalf. Lawclub also provide the Lawphone Legal Helpline on Our behalf.

We will pay the Legal Costs of the Insured Person taking legal action against the Insured Person's opponent as a result of any Road Accident which causes the Insured Person's death or bodily injury while the Insured Person is in, on or getting into or out of the Insured Vehicle.

We will provide this cover as long as:

1. the claim is not covered under any other insurance policy;
2. the Road Accident happened within the Territorial Limits and within the Period of Insurance;
3. the claim will be decided by a court within the Territorial Limits; and
4. there is a reasonable chance of recovering damages from the Insured Person's opponent at all times.

LEGAL EXPENSES COSTS AND EXPENSES

We will pay the following on the Insured Person's behalf.

The professional fees and expenses reasonably and properly charged by the Representative on a Standard Basis, up to the standard rates set by the courts, which the Insured Person cannot recover from their opponent.

The Insured Person's opponents' Legal Costs in civil cases which the Insured Person is ordered to pay by a court or which the Insured Person pays to their opponent with the written agreement of Lawclub.

We will only pay Legal Costs which Lawclub considers are necessary and in proportion to the value of the Insured Person's claim.

We will only start to cover Legal Costs from the time Lawclub has accepted the Insured Person's claim in writing and appointed the Representative.

The most We will pay for all claims arising out of any one Road Accident is GBP100,000.

EXTENSIONS TO SECTION 5

Lawphone Legal Helpline	This section includes access to Lawphone which provides advice, 24 hours a day, 365 days a year, on any personal legal matter. The advice provided to You by Lawphone will always be according to the laws of Great Britain and Northern Ireland.
Lawphone: 0870 241 4140	When calling Lawphone You should confirm that You are a QBE motor trade policyholder. You will then be asked for a brief summary of the problem and these details will be passed on to an adviser who will return Your call. Lawclub may record the calls for Your protection.

EXCEPTIONS TO SECTION 5

Section 5 provides that We will not provide cover for the following.

Any claim which the Insured Person reports to Us more than six months after the Road Accident;

- a) Legal Costs that Lawclub has not agreed to in writing;
- b) Any Legal Costs incurred before Lawclub has accepted the Insured Person's claim in writing;
- c) Legal Costs the Insured Person has paid directly to the Representative or any other person without Lawclub's permission.
- d) Any claim arising out of a contract the Insured Person has with another person or organisation.
- e) Any fines or penalties.
- f) Disputes between the Insured Person and Us or Lawclub.
- g) Any VAT the Insured Person can recover from elsewhere.
- h) An application for a judicial review
- i) Any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise, interpret, or deal with any date change.
- j) Any Legal Costs covered by any other insurance policy.
- k) Any claim that happens because the Insured Person has deliberately, consciously, intentionally or carelessly failed to take all reasonable steps to avoid, prevent and limit that claim.

CONDITIONS PRECEDENT TO SECTION 5

It is a condition precedent to Our liability under section 5 that the:

- a) Insured Person gives Lawclub written details of the Insured Person's claim along with any other supporting information that Lawclub may ask for;
- b) Insured Person makes their claim within six months of the date of the Road Accident;
- c) Insured Person follows the Representative's advice and provides any information he or she asks for;
- d) We will have the right to settle a claim by paying the amount in dispute;
- e) Insured Person must instruct the Representative to tell Lawclub if, at any stage, there is no longer a reasonable chance of a successfully recovering damages or getting any other remedy.
- f) Insured Person must instruct the Representative to tell Lawclub immediately if the other party makes a payment into court or any offer to settle the matter.

CLAIM NOTIFICATION CONDITIONS TO SECTION 5

If the Insured Person needs to make a claim under section 5, the Insured Person should contact Us and We will pass the details of the Insured Person's claim on to a Representative.

The Insured Person will be asked to provide details of the accident. If the Insured Person's claim is covered Lawclub will appoint the Representative in the Insured Person's name and on the Insured Person's behalf. The Insured Person must not appoint a solicitor.

If the Insured Person has already seen a solicitor before Lawclub has accepted the Insured Person's claim in writing, We will not pay any fees or other expenses that the Insured Person has incurred. If the Insured Person's claim is covered, Lawclub will appoint the Representative that Lawclub has agreed to in the Insured Person's name and on the Insured Person's behalf and will only start to cover the Legal Costs from the time that Lawclub has accepted the claim and appointed the Representative.

CLAIM PROCEDURE CONDITIONS TO SECTION 5

The Insured Person must:

- a) not appoint a Representative.
- b) take every reasonable step to recover costs and pay them to Us.
- c) get the written permission of Lawclub before making an appeal.
- d) make sure that the Representative obtains the written permission of Lawclub before instructing a barrister or expert witness, and reports the result of the claim to Lawclub when it is finished.

Lawclub will have the right to do the following in the event of a claim.

- a) Take over and conduct, in the Insured Person's name, any claim or proceedings.
- b) At any time before Lawclub agrees that legal proceedings need to be issued Lawclub will choose the Representative.
 - i) The Insured Person can only choose the Representative if Lawclub agrees that legal proceedings need to be issued or if a conflict of interest arises meaning that the Representative cannot act for the Insured Person. The Insured Person must send his or her name and address to Lawclub. If Lawclub agrees to appoint a Representative that the Insured Person chooses, he or she will be appointed on the same terms as Lawclub would have appointed their chosen Representative. Lawclub may decide not to accept the Insured Person's choice of Representative. If Lawclub does not agree with the Insured Person's choice, the matter will be settled in accordance with General Condition 5 - Arbitration.
 - ii) When choosing the Representative, the Insured Person must remember the Insured Person's duty to keep the cost of any legal proceedings as low as possible.
- c) Appoint the Representative in the Insured Person's name and on the Insured Person's behalf.
- d) Have any legal bill audited or assessed.
- e) Contact the Representative at any time, and have access to all statements opinions and reports.
- f) End the Insured Person's claim if, during the course of the claim, Lawclub thinks there is no longer a reasonable chance of success. If the Insured Person continues the claim and gets a better settlement than Lawclub expected, We will pay the Insured Person's reasonable Legal Costs which the Insured Person cannot recover from anywhere else.
- g) Settle the Legal Costs covered by this policy at the end of the claim.
- h) End the Insured Person's claim and recover any Legal Costs from the Insured Person which We have already paid or agreed to pay if:
 - i) the Representative reasonably refuses to continue acting for the Insured Person because of any unreasonable act or failure to act by the Insured Person; or
 - ii) the Insured Person unreasonably withdraws the Insured Person's claim from the Representative without Lawclub's agreement; and
 - iii) Lawclub does not agree to appoint another Representative to continue the Insured Person's claim.
- i) Neither Us nor Lawclub will be bound by any agreement between the Insured Person and the Representative or the Insured Person and any other person or organisation.

GENERAL EXCEPTIONS

This Insurance does not cover:

- 1) any liability, injury, loss or damage while the Insured Vehicle is being driven or used;
 - a) for a purpose for which it is not insured.
 - b) by anyone who does not hold a licence to drive the Insured Vehicle or anyone who has held but is currently disqualified from holding or obtaining such a licence.
 - c) by anyone driving without your permission or on your order.
 - d) in an unsafe condition.
 - e) by anyone who does not fully comply with the conditions of their driving licence.
- 2) unless specifically advised to and agreed by the Underwriters any liability, injury, loss or damage to the following vehicles unless being used for Motor trade purposes;
 - a) commercial vehicles over 3.5 tons GVW.
 - b) motorcycles, quads, trikes and scooters.
 - c) caravanettes and motorhomes or any vehicle manufactured in the USA or Canada.
 - d) any vehicle having more than 6 passenger seats.
 - e) any vehicle manufactured before 1st January 1980.
- 3) anyone who fails to fulfil the terms and conditions of this insurance.
- 4) any liability, injury, loss or damage while the Insured Vehicle is outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands other than as specified in Section 4 Territorial Limits and Foreign Use.
- 5) any proceedings brought against you outside the UK, unless they result from using the Insured Vehicle in a country which we have agreed to extend this insurance to cover (See additional cover under Section 4 - Territorial Limits & Foreign Use).
- 6) earthquake, or any loss arising directly or indirectly out of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), terrorism, civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, or nationalisation, or requisition, or destruction of or damage to property by or under the order of any Government or Public or Local Authority, except so far as is necessary to meet the requirements of the Road Traffic Acts.
- 7) riot or civil commotion occurring outside Great Britain, the Isle of Man, the Channel Islands, Switzerland, Norway, or a Member Country of the European Union, but excluding Northern Ireland.
- 8)
 - a) loss or destruction of or damage to any property or any resulting loss or expense unless expressly and specifically Insured under this insurance.
- OR
 - b) any legal liability directly or indirectly caused by, attributable to, or arising from
 - i) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
- OR
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
- 9) any loss or liability caused by, attributable to, or arising from the presence of the Insured Vehicle in any premises or area to which any aircraft has access, including but without limitation, an airport or airfield.

GENERAL EXCEPTIONS

- 10) your vehicle whilst being kept or used without a current MOT certificate where needed. Failure by you to hold a current MOT certificate will make this insurance invalid from the date the certificate expired. We reserve the right to request a copy of any MOT certificate.
- 11) you or anyone acting on your behalf knowingly making a claim which is false or fraudulent in any way, then we will not pay any part of the claim and all cover provided and premium paid will be forfeited.
- 12) any liability arising from a contract or agreement which would not have arisen in the absence of such a contract or agreement.
- 13) loss of use, wear and tear, depreciation, mechanical, electrical, electronic, computer failures or breakdowns or breakages.
- 14) any liability for any sum other than those payable under the Policy.
- 15) vehicle transporters including any trailer capable of carrying more than two vehicles at any one time unless such transporter is in the custody or control of the Insured for repair, servicing or maintenance.
- 16) any vehicle being carried by a vehicle transporter or trailer capable of carrying more than two vehicles at any one time.
- 17) any liability arising from the use of carrying passengers or goods in a way likely to affect the safe driving or control of the vehicle.
- 18) hiring out the Insured Vehicle for reward.
- 19) any vehicle that is owned, hired or loaned by or part of a hire purchase agreement with your employees.
- 20) racing of any description or being used in any contest, competition, rally or speed trial (apart from treasure hunts).
- 21) the Insured Vehicle being used on the Nurburgring Nordschleife or on any form of motorsport circuit or for any off road activity.
- 22) any intentional damage to any property or the death of or injury to any person caused by or incurred with the consent or connivance of the Document Holder or employees of the Document Holder.
- 23) any accident, injury, loss, damage or liability for death of or bodily injury to any person or damage to property directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance.
All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
This exception shall not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the territorial limits of this insurance.
- 24) Any liability whatsoever arising out of the deliberate use of the Insured Vehicle:
 - a) to cause damage to other vehicles or property and/or
 - b) to cause injury to any person and/or to put any person(s) in fear of injury.

GENERAL CONDITIONS

We will provide the cover described in this insurance provided the following conditions are met:

1) Condition Precedent

The Underwriters will only be liable to provide an indemnity or make payment under this contract of insurance if:

- a) any person claiming indemnity or on whose behalf indemnity is claimed has complied with all the terms and conditions contained in the Document of Insurance and any Endorsements;
- b) the declaration and information given on the proposal form is correct and complete to the best of the Document Holder's knowledge and belief;
- c) the Insured Vehicle is being driven in accordance with the terms of the Certificate of Motor Insurance; and
- d) the Insured Vehicle is being used in accordance with the Certificate of Motor Insurance.
- e) sufficient evidence of being in business in the Motor Trade is provided upon request.

2) Care of the Insured Vehicle

You must ensure that the Insured Vehicle is maintained in a safe and roadworthy condition in accordance with the manufacturers' recommendations and take all reasonable precautions to protect the Insured Vehicle from loss or damage. When the Insured Vehicle is unoccupied you must remove all ignition keys, lock all doors, close all windows, activate any security devices that may be fitted and take all other steps necessary for protecting it. We require you to allow our duly authorised representative free access at all reasonable times to examine the Insured Vehicle.

3) Claims and Proceedings

- a) Full details of any incident which may result in a claim under this insurance shall be reported to the Underwriters in writing by way of a fully completed Accident Report Form as soon as reasonably possible;
- b) Every claim form, writ, summons, legal process or other communication in connection with any such incident shall be forwarded to the Underwriters immediately upon receipt;
- c) The Underwriters shall be given all information and assistance they may require in connection with any such incident or claim in respect thereof;
- d) The Underwriters shall be advised immediately of the time and place of any impending prosecution or inquest or fatal inquiry;
- e) No admission of liability or offer or promise of payment shall be made without the Underwriters' written consent;
- f) The Police shall be notified as soon as reasonably possible of loss or damage caused by theft or attempted theft or criminal damage;
- g) In the event of damage to the Insured Vehicle which is covered by the insurance, the Underwriters or their appointed representative shall be contacted immediately and their prior approval obtained in respect of any repairs to be undertaken;
- h) In the event of a claim being settled on a total loss basis;
 - i) Underwriters will require the current Ministry of Transport Test Certificate, Vehicle Registration Document and all ignition keys of the Insured Vehicle and any other documents required by them.
 - ii) the remains of the Insured Vehicle will become the property of the Underwriters for disposal in accordance with the Motor Conference Code of Practise or any other regulation or legislation applying at the time of such damage.
- i) The Underwriters shall be permitted to take over and deal with the defence or settlement of any claim in respect of any liability covered by this insurance in the name of the person against whom this claim is brought;

GENERAL CONDITIONS

- j) The Underwriters shall be permitted to take proceedings at their own cost to recover the amount of any payment made under this insurance in the name of the Document Holder or other insured person to whom payment has been made and shall be given their full co-operation in relation thereto.

4) Other Insurance If any loss, damage or liability covered by this insurance is also covered by any other insurance we will pay only our share of any claim.

5) Arbitration Where a claim has been accepted but there is disagreement over the amount due, the matter will be referred to an arbitrator agreed by the parties in accordance with statutory provisions. If this occurs, an award must be made before any proceedings can be started against us.

- 6) Instalment Premiums**
- a) Where the premium or any part thereof was paid with the benefit of a finance agreement and there remains sums outstanding (whether or not the date for payment of the said sums or any part thereof has fallen due) by the Document Holder to the provider of the finance (referred to hereafter as the Finance Company) the Underwriters may at their option deduct all or any part of the sums outstanding between the Document Holder and Finance Company from any claims settlement due in respect of a loss under this Document, provided the sum thereby deducted is paid directly by the Underwriters to the Finance Company.
 - b) Where the Underwriters have agreed to the payment of premium(s) by instalments, if any instalment is not received by the Underwriters on or before its due date, then all unpaid instalments and service fees shall become immediately due. Should the full premium and service fee not be paid within 7 days of the Underwriters giving written notice of non payment this Document will be cancelled immediately upon the expiry of such notice.
 - c) Following such cancellation, provided that there have been no claims in the current period of Insurance, the Document Holder will be entitled to a pro-rata return of premium upon receipt of this Document and Certificates of Motor Insurance.
 - d) The Underwriters may at their own option deduct any outstanding premiums due from any claims settlement due in respect of a loss under this Document.

7) Cooling off Period The section is applicable to retail customers (as advised by the insurance broker or intermediary through whom you arranged this insurance) only;

Once you have entered into the insurance contract with QBE, you are entitled to a period of reflection during which you may decide whether to proceed with the purchase of the insurance contract.

The duration of this period of reflection is 14 days and commences from either;

The day of conclusion of the insurance contract; or

The day on which you receive the full terms of the insurance contract detailing the terms, conditions and information about the contract, whichever is the later.

You should serve notice of cancellation to the insurance broker through whom you arranged this insurance, at the broker's contact address.

You must return the Policy Document, the Certificate(s) of Motor Insurance and Insurance Disc(s), if applicable, and it is a criminal offence for which you can be prosecuted not to do so.

GENERAL CONDITIONS

Charging

Cancellation within the 14 day cooling of period - £40 or a pro-rata charge based upon the time on risk, whichever is the greater.

8) Cancellation

You may cancel this insurance at any time by returning to us your Certificate of Motor Insurance. The cancellation will be effective from the date the Certificate of Motor Insurance is received by us and the appropriate refund of premium will be calculated on a pro-rate basis less a £40 administration charge. Any refund will be subject to no claim having been made in the period since last renewal.

We, or your authorised broker/intermediary, may cancel this insurance at any time by sending seven days notice by Recorded Delivery to the last known address on our records. A pro rata refund of premium for the remainder of the period of insurance will be allowed on receipt of the Certificate of Motor Insurance.

9) Personal Contract

The Insurance is a personal contract with you and is not transferable for any reason.

10) English Law

Unless it has been specifically agreed to the contrary this insurance will be subject to English Law.

11) Administration Fees

Underwriters reserve the right to apply a fee for each mid-term amendment carried out on the Insurance in addition to any premium adjustment that results.

12) False Declaration

This document will be void and of no effect if:

- a) the proposal or declaration is untrue in any material respect.
- b) the Document Holder makes a claim that is fraudulent or deliberately exaggerated.
- c) the Document Holder has made a false declaration or statement in support of any such claim.
- d) the circumstances in which the Document Holder entered into the Insurance are altered without the Underwriters consent.

13) Motor Insurance Database

You shall ensure that all vehicle and policy details are notified to the Underwriters within five business days of the effective date for entry on the Motor Insurance Database as required by the relevant Law applicable in Great Britain and Northern Ireland.

14) Motor Insurance Database Data Protection

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Bureau (MIB). MID data may be used by the DVLA and DVLI for the purpose of Electronic Vehicle Licensing and by the Police for the purpose of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If you are involved in an accident (in the UK or abroad), other UK insurers, and the Motor Insurers' Bureau may search the MID to obtain relevant policy information.

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

You can find out more about this from us, or at www.mib.org.uk.

GENERAL CONDITIONS

**15) Claims and Underwriting
Exchange & Motor Insurance
Anti-Fraud and Theft database
Data Protection**

Your details may be passed to the Claims and Underwriting Exchange Register (CUE), run by the Insurance Database Services Ltd (IDSL) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI). We also exchange information with the Police and/or other insurers and other organisations through various other databases. The aim is to help us check information provided and also to prevent fraudulent claims. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. We will pass information relating to this incident to the registers.

16) Data Protection

Your information may be disclosed to agents and service providers appointed by us (such as claims handling agents, approved engineers and investigative agents). Your information may also be transferred to any country including countries outside the European Economic area for the purpose of administration.

Your information may be shared with other members of QBE International Insurance Limited.

Information held about you may, with some exceptions, be obtained through application to the appointed Data Controller.

ENDORSEMENTS

The terms, exceptions or conditions of this insurance may be varied by any Endorsement if specified in the Schedule. Unless the details specified in the Schedule restrict its application, the endorsement will apply overall.

These endorsements are effective in spite of anything contained in this insurance to the contrary but are subject otherwise to its terms, exceptions and conditions.

PURPOSE OF USE

MTA1 Social, Domestic, Pleasure and Motor Trade Use	Social, Domestic and Pleasure purposes and for the Business of the Insured in connection with the Motor Trade.
MTA2 Additional Business Use	Social, Domestic and Pleasure purposes and for the Business of the Insured, including use in connection with the Motor Trade.
MTA3 Motor Trade Use Only by Named Person(s)	<p>This insurance does not operate and The Underwriters will not be liable, if the Insured Vehicle is being used by the person(s) specified in the Schedule, for purposes other than use in connection with the Motor Trade.</p> <p>Excluding Social, Domestic and Pleasure, commercial travelling, hiring, the letting on hire, carriage of goods or passengers for hire or reward, racing, pacemaking, use in any contest, reliability or speed trial.</p>
MTA4 Social, Domestic and Pleasure Use Only by Named Person(s)	This insurance does not operate and The Underwriters will not be liable, if the Insured Vehicle is being used by the person(s) specified in the Schedule, for purposes other than social, domestic and pleasure purposes but including commuting.

DRIVERS

B1 Named Driver(s)	The Underwriters shall not be liable whilst the Insured Vehicle is being driven by or for the purpose of being driven in the charge of any person other than the person(s) as specified in the Schedule.
B2 Excluded Driver(s)	The Underwriters shall not be liable whilst the Insured Vehicle is being driven by or for the purpose of being driven in the charge of the person(s) as specified in the Schedule.

EXCESS

MTC1 Accidental Damage, Malicious Damage, Fire & Theft Excess	The Underwriters shall not be liable to pay the first amount as specified on the Schedule of each claim arising under Section 2.
MTC2 Fire & Theft Excess	The Underwriters shall not be liable to pay the first amount as specified on the Schedule of each claim arising under Section 2.
MTC3 Named Driver Excess	Whilst the Insured Vehicle is being driven by or for the purpose of being driven in the charge of the person(s) as specified on the Schedule the Underwriters shall not be liable to pay the first amount as specified in the Schedule of each claim arising under Section 2.

ENDORSEMENTS

GENERAL

BBLP Bound by Last Proposal	<p>This Insurance has been granted on the basis of information contained in the last completed Proposal form signed by you, together with any material changes notified to us, or your Insurance advisor.</p> <p>That Proposal form and any subsequent disclosures, therefore forms the basis of this current Insurance contract. Failure to advise us of material changes as requested when this Policy was arranged could invalidate this Insurance.</p>
D6 Deleted Section(s)	<p>Any Section or Sub-section of this Insurance as specified in the Schedule is deleted and deemed inoperative.</p>
D9 Insurance Cancelled	<p>All benefits of this Insurance are cancelled and deemed to be inoperative as from the date as specified in the Schedule.</p>
DDC Drinks/Drugs Clause	<p>This insurance shall be inoperative except in so far as may be necessary to meet the minimum requirements of the relevant Law whilst the Insured Vehicle is being driven or is for the purpose of being driven in the charge of a person who it is proven to the satisfaction of the Underwriters is under the influence of drink or drugs.</p>
E1 Protected Bonus	<p>No Claims Bonus is deemed to be "Protected" as defined in Section 3 (No Claims Bonus).</p>
MT24 Use in the Republic of Ireland	<p>The territorial limits mentioned in your policy are amended to allow the Insured Vehicle to be used in the Republic of Ireland with indemnity as if it were in the United Kingdom.</p>
MTIN Indemnity	<p>The limit of Indemnity for any one incident under Section 2 (Loss of or damage to your vehicle) shall be up to and not exceeding the amount specified in the Schedule.</p>
MCDC Demonstration Cover	<p>The policy cover shall apply whilst the Motorcycle is being ridden for the purpose of demonstration for sale with the permission of the Insured by any person provided such person:</p> <ol style="list-style-type: none">Is not in the employ of the Insured.Is not a member of the family of the Insured or of any named driver.Holds or has held the relevant UK motorcycle licence to ride the Insured Vehicle and is not disqualified from holding or obtaining such a licence.Observes, fulfils and is subject to the terms, exclusions and conditions of this policy. <p>A £500 Accidental Damage Fire and Theft excess applies in addition to any excess shown on your schedule. This is increased to £1000 if the rider has held a full motorcycle licence for less than 24 months or £1500 if the rider has held a full motorcycle licence for less than 12 months.</p>

ENDORSEMENTS

MCT Motorcycle Traders Road Risks

The policy document is amended as follows:

SECTION 1 LIABILITY TO OTHERS

Subsection B Other person's liability

In the same way as you are insured , we will insure:

- 1) Anyone you allow to ride or use your motorcycle PROVIDED this is permitted by your Certificate Of Motor Insurance and Policy Schedule.
- 2) Any person (other than the person riding) being carried on, or getting onto or off of the Insured Vehicle or any person who causes an accident while they are travelling on, or getting onto or off of the Insured Vehicle.
- 3) Your employer or business partner while you are riding or using your motorcycle on his/her business PROVIDED this is permitted by your Certificate of Motor Insurance and Policy Schedule.

SECTION 2 LOSS OF OR DAMAGE TO THE VEHICLE

Paragraph 1

If the Insured Vehicle is damaged or stolen whilst it is being used on the public highway, temporarily parked during the course of a journey or garaged at the private home address of the Insured we will at our option:

EXCEPTIONS TO SECTION 2

- 8) loss of or damage to the fitted entertainment equipment, tapes, cassettes, compact and minidisks, citizen band radios, phones or phone equipment or satellite navigation systems.
- 14) section deleted.

GENERAL EXCEPTIONS

Section 2) b) deleted.

MTIM Warranted Immobiliser Fitted

No cover will be effected under Section 2 (Loss of or Damage to the Insured Vehicle) of this document in respect of theft or attempted theft

- a) until such time as documentary evidence of an approved security system, as described in your schedule, is received by the Underwriters.
- b) unless the security system installed be maintained in efficient working order and shall be activated at all times whilst the Insured Vehicle is unattended other than in a securely locked garage.

MTTK Tracker Security Required

It is hereby understood and agreed that the cover provided under Section 2 (Loss of or damage to the Insured Vehicle) in respect of theft or attempted theft damage shall not apply unless the Insured Vehicle has been fitted with a vehicle locating system which is set in full and effective operation.

In the event of a claim arising for theft or attempted theft damage, you must provide documentary evidence of a fully operational vehicle locating system being in place at the time of the incident in order for the cover provided under Section 2 (Loss of or damage to the Insured Vehicle) in respect of theft or attempted theft to apply.

ENDORSEMENTS

MTDC Demonstration Cover The Policy cover shall apply whilst the Insured Vehicle is being driven for the purpose of demonstration for sale with the permission of the Insured by any person provided such person:

- a) is not in the employ of the Insured.
- b) is not a member of the family of the Insured or of any named driver.
- c) is accompanied at all times by the Insured or a person named on the Certificate of Motor Insurance.
- d) holds or has held a full United Kingdom driving licence to drive the Insured Vehicle and is not disqualified from holding or obtaining such a licence.
- e) observes fulfils and is subject to the terms exclusions and conditions of this policy.

OVNT Out of Hours / Overnight Cover The policy is extended to include loss or damage occurring overnight or outside normal business hours to customer's motorcycles (excluding stock vehicles) provided such motorcycles are garaged in the secure locked business premises as disclosed to Underwriters.

COMPLAINTS PROCEDURE

COMPLAINTS PROCEDURE

Our aim is to provide an efficient service to our Document holders. If you feel that we have not succeeded in this aim, or that we have been dilatory in anyway please let us know. Similarly, if you have any questions or concerns about this document or the handling of a claim which cannot be resolved by reference to your broker/intermediary please contact us at the address shown below, quoting your policy number and the name of your broker:-

**Managing Director Motor
QBE Insurance (Europe) Limited
One Coval Wells
Chelmsford
Essex
CM1 1WZ**

**Tel: 01245 272 700
Fax: 01245 272 701
Web: QBEurope.com/motor**

A copy of our Complaint Handling Procedures will be provided upon request.

If you are not satisfied with the way in which a complaint has been dealt with and are an eligible complainant, you may ask the Financial Ombudsman Service to review your case. Eligible complainants are a private policyholder, a commercial policyholder or charity with a turnover under £1m, or a trust with assets under £1m. Please contact the following, quoting your policy number and the name of your broker:-

**Financial Ombudsman Service
South Key Plaza
183 Marsh Wall
London
E14 9SR**

**Tel: 0845 080 1800
Fax: 0207 964 1001
Email: complaint.info@financial-ombudsman.org.uk**

Compensation - You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS), should QBE Insurance (Europe) Limited be unable to meet its liabilities under this policy. Further information about the compensation scheme is available from the FSCS. Information can be obtained on request, or by visiting the Financial Services compensation Scheme website at www.fscs.org.uk

