

## MOTOR TRADE ROAD RISKS INSURANCE POLICY

Insurance has been effected between Us, Service Insurance Company Limited, and You, our Insured, and this Document is evidence of that insurance.

Service Insurance Company is licensed by the Commissioner of Insurance of Gibraltar under the Insurance Companies Ordinance to carry on insurance business.

The information and statements provided in the proposal form (or any statement of fact or statement of insurance prepared from information you have provided) and the declaration which You have made to Us and signed has been relied upon by Us in deciding whether to accept the insurance and deciding the premium to be charged.

We have agreed to insure You subject to the terms, conditions and exceptions contained in this Document and the accompanying Certificate of Motor Insurance and the accompanying Schedule, which shows the endorsements applicable against liability, loss or damage that may occur during any period of insurance for which You have paid or agreed to pay the premium.

Service Underwriting has been appointed by Us, as our administrator. Service Underwriting is a trading name of Service Underwriting Agency Limited and is registered in England and Wales under Company number 05044350. Registered office: Eridge House, Linden Close, Tunbridge Wells, TN4 8HH. Authorised and regulated by the Financial Services Authority.

Service Insurance  
Company Limited  
260/262 Main Street  
Gibraltar

  
S Quinn  
For Service Insurance  
Company Limited

### Jurisdiction Clause

This Policy shall be governed by the which applies in the part of the United Kingdom in which you live, unless otherwise agreed by you and us before this Policy starts.

### Complaints Procedure

The procedure in the event of a complaint is detailed on page 4 under the heading "IN THE EVENT OF A COMPLAINT".

### Definition of words and phrases used in this Document

We/Us/Our	Service Insurance Company Limited.
You/Your	The company or parties named in the Schedule and Certificate of Motor Insurance as the Policyholder or Insured.
Schedule	Shows details of the motor vehicle we are insuring and the cover which applies.
Motor Policy	The documents consisting of your Statement of Insurance and/or Proposal Form, our Motor Road Risks Insurance Policy, your Certificate and/or Schedule and any Endorsements.
Motor vehicle/Insured vehicle	Any motor vehicle(s) that is (subject to the General Exclusions shown on page 4) <ul style="list-style-type: none"> <li>• the property of you or</li> <li>• held in trust by or in the custody or control of you for motor trade purposes.</li> </ul>
Trailer	Any single or double-axle trailer the property of you whilst attached to motor vehicle(s) defined above (subject to the General Exclusions shown on page 4).
Certificate	Documentary evidence that you have the minimum motor insurance necessary to comply with the relevant law and which describes your motor vehicle, who may drive it and the purpose it may be used for.
Period of insurance	The period shown in your Statement of Insurance and/or Proposal Form, your Certificate and/or Schedule for which we have agreed to cover you and for which you have paid or agreed to pay a Premium.
Endorsement	A change in the terms of insurance which alters the standard wording.
Excess	A contribution by you towards each and every claim on this insurance.
Trade Value	The trade cost of replacing your motor vehicle with one of similar type, age, condition at the time of loss or damage as assessed by us. We use publications such as Glass's Guide for the trade value, and this amount will not be more than the estimate of its value which you last declared to us.
Market Value	The cost of replacing your motor vehicle with one of similar type, age, condition at the time of loss or damage as assessed by us. We use publications such as Glass's Guide, and this amount will not be more than the estimate of its value which you last declared to us.
Business Premises	The Business Address(es) stated in the Schedule and any house, building, structure or land used, owned or occupied by the Insured or any partner, director or employee or named driver for the upkeep, repair, sale, display or storage of any motor vehicle. Any private residence occupied by the Insured or any named driver is not a Business Premises for the purpose of this Policy.
Limit of Indemnity	Maximum amount we will pay for any one vehicle.
Malicious Damage/Vandalism	Damage caused as a result of an intentional or reckless act.
Fire	Fire, lightning, explosion or self-ignition.
Theft	Theft or attempted theft.
Personal Effects	Property which is worn or used in everyday life which belongs to you or any passenger in the insured vehicle.
Road Traffic Act	The laws which include details of the minimum motor insurance cover needed in the United Kingdom.
United Kingdom/UK	England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands (including transit by sea, air, rail or within and between these places).
Insurance Adviser	The Insurance Broker, Agent or Intermediary who acting on your behalf has placed this insurance with us.

### Definitions of Cover

You should refer to the Schedule to establish the cover which applies to your insurance. The following will enable you to ascertain the Sections of this document that apply.

Comprehensive	All Sections apply.
Third Party Fire and Theft	Sections 2, 3 and 5 apply.
Third Party Only	Sections 3 and 5 apply.

## SECTION 1 – Accidental Damage

We will insure you in respect of any loss or damage (subject to any excess detailed in the Schedule) caused by:

- (i) Accidental Damage;
- (ii) Malicious Damage and Vandalism.

Our liability under this Section in respect of any one insured vehicle shall not exceed the Limit of Indemnity specified in the Schedule.

The maximum amount payable in any one period of insurance is £100,000.

Your insured vehicle's fitted accessories and spare parts are covered in the same way (including the maker's standard tool-kit and the motor vehicle's safety equipment). The cover applies only if the accessories and spare parts are with the motor vehicle, kept in or on the motor vehicle and fall within the maximum amount we pay.

At our discretion we will either:

- Pay for the repair of the damage;
- Pay you the trade value of any insured vehicle owned by you or the market value in respect of any other insured vehicle (the damaged vehicle will then belong to us);
- Pay you the cash value of any lost or stolen part;

- Pay you no more than the last list price of parts no longer available as new;
- Replace the vehicle.

We or the repairer may use parts which have not been supplied by the manufacturer.

If your motor vehicle is owned by somebody else or is the subject of a hire purchase agreement we will make any cash payment to the legal owner unless the owner specifically agrees otherwise.

If the insured vehicle is disabled by reason of loss or damage which is the subject of Indemnity under this policy the Company will bear the reasonable costs of protection and removal to the nearest repairers and also pay the reasonable costs of delivery after repair to the insured at their address in the United Kingdom

In the event of your motor vehicle being unusable because of accidental damage we will pay any reasonable cost to protect your motor vehicle and to move it to the nearest competent repairer.

Subject to our written consent we will also pay the reasonable cost of returning your motor vehicle to your home address in the United Kingdom after repair.

### Not covered under Section 1

- (i) In the event of your motor vehicle or accessories or spare parts being damaged beyond economical repair we will not pay more than the trade value of any insured vehicle owned by you or the market value in respect of any other insured vehicle at the time of the accident or loss.

## SECTION 1 – Accidental Damage (continued)

- (ii) We will not pay for the cost of repairing or loss of your motor vehicle whilst in or on the Business Premises or on a road at or within 400 metres of the Business Premises.
- (iii) We will not pay for loss or damage caused by theft or attempted theft while nobody is in your vehicle, unless all the doors, windows and other openings are closed and locked, the vehicle's keys and any other door or ignition unlocking devices such as electronic fobs or cards are removed, and the vehicle's electronic or mechanical security devices are set.
- (iv) No payment will be made for:
- Loss of use of the insured vehicle or any consequential loss;
  - Loss of or damage to the contents of the insured vehicle, including, but not limited to, telephones, television equipment, two-way radio transmitters or receivers, or money;
  - Depreciation;
  - Wear and tear;
  - Mechanical, electrical, electronic, computer or computer software faults, failures, breakdowns, breakages or malfunctions;
  - Damage to tyres caused by braking, punctures, cuts or bursts, unless resulting from an accident to the insured vehicle that is subject of a claim paid by us;
  - Loss of or damage to the insured vehicle through deception, fraud or repossession;
  - Diminution (loss of value after a repair);
  - Damage to the insured vehicle's cooling system caused by freezing liquid;
  - Any repair or replacement which improves the insured vehicle;
  - Damage as a result of racing, pace making, speed testing, competitions, rallies, trials or track events;
  - Loss of or damage to the insured vehicle arising directly or indirectly from work on such vehicle by the Insured or any person in the service of or acting on behalf of the Insured;
  - Loss of or damage arising from the malicious act of any employee or partner or member of the Insured's family;
  - Loss of or damage arising caused by any driver who is not a member of the Insured's family and is not connected with the business of the Insured;
  - Loss of or damage to any quad bike, trike (three-wheeled motorcycle) or motorcycle;
  - Loss of or damage to any vehicle over 24 years old;
  - Loss of or damage to any vehicle imported other than through the manufacturer's normal import arrangements;
  - Any amount greater than the maker's list price in the United Kingdom for the supply of any spare part or accessory. At our discretion a cash settlement on that basis may be made if such part or accessory cannot be obtained;
  - Loss of or damage arising as a result of "road rage" or a deliberate act by you or any person driving the Insured Motor Vehicle with your permission;
  - Loss of or damage to the vehicle if it is not covered by a valid Department of Transport test certificate (MOT), if one is needed by law;
  - Loss of or damage to your motor vehicle if you or anyone named on the Certificate of Insurance was driving under the influence of drink or drugs or is convicted of an offence involving drink or drugs as a result of the incident.
- (v) We will not pay for the cost of repairing or loss of your motor vehicle caused by any unauthorised use or "joy riding" by a member of your family or persons known to you.

## SECTION 2 – Fire and Theft Cover

We will insure you against loss or damage (subject to any excess detailed in the Schedule) caused by:

- (i) Fire;
- (ii) Theft or attempted theft.

Our liability under this Section in respect of any one insured vehicle shall not exceed the Limit of Indemnity specified in the Schedule.

The maximum amount payable in any one period of insurance is £100,000.

Your insured vehicle's fitted accessories and spare parts are covered in the same way (including the maker's standard tool-kit and the motor vehicle's safety equipment). The cover applies only if the accessories and spare parts are with the motor vehicle, kept in or on the motor vehicle and fall within the maximum amount we pay.

If the keys to your motor vehicle or lock transmitter are stolen we will pay up to £100 towards the cost of replacing the door locks and/or boot lock, ignition/steering lock, the lock transmitter and central locking interface, providing it can be established that the identity of where the vehicle is normally kept overnight is known to the person(s) in receipt of such keys or transmitters.

This payment is after the deduction of any excess detailed in the Schedule.

At our discretion we will either:

- Pay for the repair of the damage;
- Pay you the trade value of any insured vehicle owned by you or the market value in respect of any other insured vehicle (the damaged vehicle will then belong to us);
- Pay you the cash value of any lost or stolen part;
- Pay you no more than the last list price of parts no longer available as new;
- Replace the vehicle.

If your motor vehicle is owned by somebody else or is the subject of a hire purchase agreement we will make any cash payment to the legal owner unless the owner specifically agrees otherwise.

## Not covered under Section 2

- (i) In the event of your motor vehicle or accessories or spare parts being damaged beyond economical repair we will not pay more than the trade value of any insured vehicle owned by you or the market value in respect of any other insured vehicle at the time of the accident or loss.
- (ii) We will not pay for the cost of repairing or loss of your motor vehicle whilst in or on the Business Premises or on a road at or within 400 metres of the Business Premises.
- (iii) We will not pay for loss or damage caused by theft or attempted theft while nobody is in your vehicle, unless all the doors, windows and other openings are closed and locked, the vehicle's keys and any other door or ignition unlocking devices such as electronic fobs or cards are removed, and the vehicle's electronic or mechanical security devices are set.
- (iv) No payment will be made for:
- Loss of use of the insured vehicle or any consequential loss;
  - Loss of or damage to the contents of the insured vehicle, including but not limited to, personal effects, telephones, television equipment, two-way radio transmitters or receivers, money;
  - Depreciation;
  - Wear and tear;
  - Mechanical, electrical, electronic, computer or computer software faults, failures, breakdowns, breakages or malfunctions;
  - Damage to tyres caused by braking, punctures, cuts or bursts, unless resulting from an accident to the insured vehicle that is subject of a claim paid by us;
  - Loss of or damage to the insured vehicle through deception, fraud or repossession;
  - Diminution (loss of value after a repair);
  - Damage to the insured vehicle's cooling system caused by freezing liquid;
  - Any repair or replacement which improves the insured vehicle;
  - Damage as a result of racing, pacemaking, speed testing, competitions, rallies, trials or track events;
  - Loss of or damage to the insured vehicle arising directly or indirectly from work on such vehicle by the Insured or any person in the service of or acting on behalf of the Insured;
  - Loss of or damage arising from the malicious act of any employee or partner or member of the insured's family;
  - Loss of or damage arising from theft by an employee of yours;
  - Loss of or damage to the insured vehicle's fitted accessories and spare parts (including the maker's standard tool-kit and the motor vehicle's safety equipment) unless they are stolen with the insured vehicle;
  - Loss of or damage arising caused by any driver who is not a member of the Insured's family and is not connected with the business of the Insured;
  - Loss of or damage to any quad bike, trike (three-wheeled motorcycle) or motorcycle;
  - Loss of or damage to any vehicle over 24 years old;
  - Loss of or damage to any vehicle imported other than through the manufacturer's normal import arrangements;
  - Any amount greater than the maker's list price in the United Kingdom for the supply of any spare part or accessory. At our discretion a cash settlement on that basis may be made if such part or accessory cannot be obtained;
  - Loss of or damage arising as a result of "road rage" or a deliberate act by you or any person driving the Insured Motor Vehicle with your permission;
  - Loss of or damage to the vehicle if it is not covered by a valid Department of Transport test certificate (MOT), if one is needed by law;
  - Loss of or damage to your motor vehicle if you or anyone named on the Certificate of Insurance was driving under the influence of drink or drugs or is convicted of an offence involving drink or drugs as a result of the incident.
- (v) We will not pay for the cost of repairing or loss of your motor vehicle caused by any unauthorised use or "joy riding" by a member of your family or persons known to you.

## SECTION 3 – Third Party Only Cover

We will cover your legal responsibility if you kill or injure someone or you damage their property, if you have an accident caused by or in connection with the insured motor vehicle or the loading or unloading of the insured motor vehicle or any trailer, caravan or any other broken down vehicle (as allowed by law) attached to your motor vehicle or if accidentally detached during the course of a journey. The broken down vehicle, trailer or caravan must be properly secured to your motor vehicle and no cover is given for damage to the towed attachment or its contents.

We will insure the following people for liabilities in the same way as you are insured:

- anyone allowed by the Certificate of Motor Insurance to drive your car, as long as they are driving the car with your permission
- any person using (but not driving) the insured motor vehicle with your permission for social, domestic and pleasure purposes;
- any passenger travelling in or getting into or out of the insured motor vehicle.

PROVIDED that the person claiming indemnity

- is not entitled to indemnity under any other policy;
- shall, as though they were the Insured, observe fulfil and be subject to the Policy terms exclusions and conditions in so far as they can apply.

If any person covered by this insurance should die we will deal with any claim made against their estate provided that the claim is covered by this insurance.

Subject to agreement by us in writing we will pay for:

- Solicitors' costs to represent any person covered by this insurance at a Coroner's inquest or fatal accident inquiry or court of summary jurisdiction;
- Reasonable costs UP TO £2,000 to defend any person covered by this insurance against a charge of manslaughter or causing death by reckless or dangerous driving;
- Any other costs incurred with any accident, which may involve legal liability under this insurance.

We will not pay for any legal fees unless they arise from an accident covered under this insurance.

### Emergency medical treatment

We will pay for emergency medical treatment that is required under the Road Traffic Act following an accident involving any vehicle covered by this insurance.

If this is the only payment made then your No Claim Bonus will not be affected.

## SECTION 3 – Third Party Only Cover (continued)

### Not covered under Section 3

- (i) Any claim for death of or injury to any person arising out of or in the course of their employment caused by any person covered by this insurance if indemnity is provided under employers' liability insurance issued to comply with any applicable law or regulation.
- (ii) Death or bodily injury to the driver or the person in charge of the vehicle if the death or bodily injury occurred as a result of that person having driven the vehicle.
- (iii) Damage to property or injury to animals owned by or held in the trust, custody or control of you or any other person covered by this insurance.
- (iv) Loss or damage by pollution or contamination however caused except as required by the Road Traffic Acts.
- (v) To indemnify any person other than the insured if that person is entitled to indemnity under any other insurance.
- (vi) Any loss, damage or injury arising as a result of a "road rage" incident or a deliberate act caused by you or any driver insured to drive the Insured Motor Vehicle.
- (vii) For damage, loss of use or any other consequential loss in respect of:
  - any motor vehicle in connection with which indemnity is provided by this Section;
  - any amount exceeding £2,000,000 for any one claim or series of claims arising out of one cause in respect of property;
  - any property in the custody or control of the Insured or the person claiming indemnity under this Section;
  - any property being conveyed by or loaded onto or unloaded from the insured motor vehicle;
  - for death or bodily injury or damage to property caused or arising beyond the limits of any carriageway or thoroughfare in connection with;
  - the bringing of the load to the insured motor vehicle for loading or the taking away of the load from such vehicle after unloading by any person other than the driver or attendant of such vehicle;
  - the loading or unloading of the insured motor vehicle where such loading involves the use of any hoist, crane, lift or similar appliance.
  - 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 action on behalf of the insured except as required by the Road Traffic Acts.

## SECTION 4 – Audio and/or Communications Equipment

We will insure your audio and/or communications equipment against loss or damage as covered under Section 1 or Section 2 for Comprehensive cover as indicated in the Schedule.

We will pay up to £250 in respect of loss or damage to a permanently fitted motor vehicle radio or cassette or compact disc player or mini-disc player or navigation system or citizens band radios and telecommunications equipment.

This payment is over and above the payment of any excess in the Schedule (*i.e.* if the excess is £500 and the equipment is valued at £550, we will pay £50 towards the claim).

### Not covered under Section 4

Loss of or damage to removable items, audio or electrical equipment or cassette tapes or compact discs or mini-discs or radio telephones or mobile telephones.

## SECTION 5 – Territorial Limits, European Union, Spanish Bail Bond, Foreign Travel and Transit

### Territorial Limits

This insurance applies only in respect of accidents, injury or loss which happen in:

- the United Kingdom;
- any member country of the European Union and any other country of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of any EU Directive on insurance of civil liabilities arising from the use of motor vehicles but only so far as is necessary to comply with the compulsory motor insurance legislation of such countries which does not cover loss of or damage to your motor vehicle.

### European Union (EU)

Without a Green Card or Travel Document this insurance will only cover the minimum compulsory insurance required to enable you to use your motor vehicle in any country whose arrangements meet the requirements of and are approved by the Commission of the European Union.

### Foreign Travel

If, before you depart and subject to our approval and any additional premium and terms that we may require, the policy may be extended in full in respect of a specified insured vehicle, which is owned by you, the issue by us of a green card or travel document will ensure and be evidence that we are covering you for the benefits covered by this insurance for the period stated in the document. We will insure you, for the period of the Green Card issued by us, for the cover shown in your Schedule, including during the course of transit (including the process of loading and unloading) between ports or terminals in the countries where you have cover as long as the motor vehicle is being transported by a recognised air, sea or motor-rail route of not more than 65 hours in duration. We will also pay any Customs Duty which you may have to pay after temporarily importing your motor vehicle into any of the countries for which cover is provided by this insurance and/or the reasonable cost of delivering your motor vehicle to your home address in the United Kingdom following repairs required due to accident or loss. We shall not be liable whilst the insured vehicle is being driven by or is for the purpose of being driven by in the charge of any person not included as a user in paragraph 7 of the International Motor Insurance Certificate (Green Card).

### Spanish Bail Bond

If during the period of a Green Card which applies to Spain and as a direct result of an accident, injury or loss occurring in Spain which may be subject to indemnity under this insurance, you and/or the driver of your motor vehicle with your consent at the time of the accident are detained, or your motor vehicle is impounded by the Spanish authorities and a guarantee or monetary deposit is required for your and/or their release, we will provide such guarantee or deposit not exceeding £1,000 for any one incident.

Immediately the guarantee is released or the deposit becomes recoverable, you and/or the driver shall comply with all the necessary formalities and give us all such information and assistance we may require to obtain the cancellation of the guarantee and the return of the deposit.

If the guarantee or deposit is wholly or in part forfeited or taken for the payment of fines or costs in or as a result of any penal proceedings against you and/or the driver, you must repay such amount to us on demand.

## GENERAL CONDITIONS

This Document should be read in conjunction with the Certificate of Motor Insurance and the Schedule and any endorsements which apply.

- (i) The cover provided by this insurance applies only if:
  - any person claiming protection has met all of the conditions in this document;
  - the information you gave on the statement of fact and/or proposal form and declaration is as far as you know correct and complete;
  - you understand that the premium charged is based on the information you supplied at the start of the insurance and when it is renewed.
- (ii) If you have not given complete and accurate information it could lead to your claim being denied or the insurance becoming invalidated if a claim is made which you or any person acting on your behalf knows is false, fraudulent or exaggerated, in which case no payment will be made and all cover on this insurance will end.
- (iii) You must take all reasonable steps to protect your vehicle from loss or damage, maintain it in an efficient and roadworthy condition and allow us to examine the vehicle at any reasonable time after any loss, damage or accident. You must give us full details of the incident as soon as possible. You should also give us any information and assistance that we may require. Refer in conjunction with the IMPORTANT INFORMATION Section on Page 4.
- (iv) You must act in a way that does not prejudice our interests.
- (v) You must report any incident to us as soon as is reasonably possible. You must send any communication about a claim (including any writ or summons) to us, unanswered, and without delay and also tell us if you know of any future prosecution, coroner's inquest or fatal accident enquiry involving any person covered by this insurance.
- (vi) Any theft or attempted theft or malicious damage must be reported to the Police.
- (vii) Do not admit to, negotiate or refuse any claim without written permission by us.
- (viii) We are entitled to take over and conduct, defend or settle any claim and to take proceedings, at our expense and for our own benefit, to recover any payment we have made under this insurance. Such action will be taken in your name or in the name of any other person covered by this insurance and you or the person in whose name we take action must cooperate on any matter which affects this insurance.
- (ix) In the event of a disagreement over any amount due to be paid under this insurance (liability being otherwise admitted) or any other dispute to this insurance the matter will be referred to an arbitrator who we both agree to. The arbitrator must make a decision before the dispute is referred to the courts. If you normally live in the United Kingdom, the courts in that part of the UK in which you normally live will have authority. If you normally live outside the United Kingdom, only the courts of England and Wales will have authority. Nothing contained in this

policy will affect your right to bring a dispute in another jurisdiction under Brussels regulation 44/2001 of 22 December 2000 and the 1988 Lugano Convention.

- (x) You have 14 days to decide whether to proceed with the purchase of this insurance contract, from the later of the day that you took out the insurance contract or the day you receive the full terms of the insurance contract. If the policy is cancelled within this 14 day period we will charge a premium for the period of cover we have been insuring you plus an administration charge. This is subject to No Claims being reported and the return of the Certificate of Insurance.
- (xi) We or your insurance adviser may cancel this insurance by sending seven days' notice in writing to you at your last known address (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland). Subject to no claims having been made (or likely to be made) in the current period of insurance, we will refund a proportionate part of the premium. This will be less any amounts still outstanding under any arrangement you have made with your insurance adviser to pay the premium by instalments. You must return the Certificate of Motor Insurance.
- (xii) You can cancel this insurance at any time by writing to us via your insurance adviser and at the same time returning the Certificate of Motor Insurance. Subject to no claims having been made (or likely to be made) in the current period of insurance, we will work out the premium for the period we have been insuring you and refund any difference subject to an administration fee. The cancellation will take effect from the date we receive the Certificate of Motor Insurance.
- (xiii) An administration fee is charged for any amendment to this insurance.
- (xiv) If we are obliged to settle a claim which we would not have settled had it not been for the provisions of the Road Traffic Acts in the United Kingdom or corresponding legislation elsewhere or by reason of our participation in the Motor Insurers Bureau arrangements we will require that you, or the person who made the claim, repay all such monies to us.
- (xv) If you pay your premium by instalments and there is a default in payments we or your insurance adviser may cancel this insurance by sending you seven days' notice of cancellation as detailed in General Condition (xi) although no refund of premium will be allowed for the unexpired portion of the insurance.

Should we deal with a claim involving the actual or constructive total loss of the insured motor vehicle any outstanding instalments will be deducted from the agreed settlement value.

- (xvi) No refund of premium will be allowed as a result of a mid-term adjustment should any claim arise in the same policy period.

## GENERAL EXCEPTIONS

Your insurance does **NOT** cover the following:

- (i) Any accident, injury, loss, damage or liability arising while any motor vehicle covered by this insurance is:
- being used for a purpose for which the motor vehicle is not insured;
  - being driven by or in the charge of any person who is not noted on the Certificate of Motor Insurance as a person entitled to drive or is excluded by an endorsement;
  - being driven by or in the charge of any person (including you) who you know is a provisional licence holder and who is not accompanied by a person aged 21 or over and held a full UK or EU licence for at least three years;
  - being driven by or in the charge of any person (including you) who you know has not held a full UK or full EU driving licence for the last 12 months;
  - being driven by any person (including you) who you know is disqualified from driving or has never held a licence to drive the motor vehicle or is prevented by law from having a licence (unless they do not need a licence by law);
  - being driven outside the limitations of the driver's licence;
  - being used in or on that part of any airport, aerodrome, airfield or military base which is used for the take off and landing of aircraft, including the movement of aircraft on the ground and aircraft parking aprons and the associated service roads, refuelling areas and ground equipment parking areas. We will not pay any claim concerning an aircraft within the boundary of the airport or airfield;
  - being used in a National or International Rally under Rules of the Federation Internationale de L'Automobile or a National Club;
  - being used for hire or reward or tuition purposes (use solely for breakdown purposes or use under a trade plate for the carriage of goods for demonstration purposes in accordance with the regulations applicable to trade licences is not deemed to be use for hire or reward);
  - owned by you and hired under a hire purchase agreement to any other person unless such vehicle is in the custody of you for repair servicing or maintenance;
  - owned by business partner(s) unless joint policyholders, spouses, family members, employees or other named drivers;
  - a vehicle transporter or vehicle transporter and trailer capable of carrying more than two vehicles at any one time unless such transporter is in the custody or control of you for repair, servicing or maintenance;
  - being carried by a vehicle transporter or vehicle transporter and trailer.
- (ii) Any loss or damage or liability that is also covered by any other insurance policy.
- (iii) Any loss or damage or liability that occurs outside the United Kingdom unless you have paid an additional premium (where required by us) to extend your cover under Section 5.
- (iv) Any liability you have accepted under an agreement or contract unless you would have had that liability in any case.
- (v) Any loss or damage resulting from the empowerment or confiscation of your Motor Vehicle by Customs and Excise, Police or any other Government Authority.
- (vi) Any result of war, invasion, act of foreign enemy, act of terrorism, hostilities (whether war is declared or not), civil war, revolution, insurrection, rebellion, coup, military or usurped power or destruction of or damage to property by order of any government or public authority except so far as is necessary to meet the minimum required by law.
- (vii) Direct or indirect loss, damage or liability caused by or contributed to or arising from:
- earthquake;
- riot or civil commotion occurring in Northern Ireland or outside the United Kingdom (except where we need to provide cover to meet the minimum insurance required by the relevant law);
  - ionising radiation or contamination from any radioactive nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - the radioactive, toxic, explosive or other dangerous property of any explosive nuclear assembly or nuclear part of that assembly;
  - carrying any dangerous substances or goods for which you need a police licence for (except where we need to provide cover to meet the minimum insurance required by the relevant law);
  - pressure waves caused by aircraft and other flying objects.
- (viii) Any proceedings brought against you or judgement passed in any court outside the United Kingdom unless the proceedings or judgement arises out of your motor vehicle being used in a foreign country for which we have agreed to extend this insurance cover.
- (ix) A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- (x) Any accident, injury, loss, damage or liability arising for the following vehicles:
- vehicles with "Q" registration plates
  - quad bikes
  - trikes
  - passenger service vehicles
  - motorcycles
  - car transporters with a vehicle carrying capacity exceeding 2 cars
  - steam driven vehicles
  - vehicles weighing over 7.5 GVW
  - caravanettes
  - motorhomes
  - vehicles with more than 7 passenger seats.
- (xi) Any accident, injury, loss, damage or liability arising for the following vehicles whilst being used other than for Motor Trade purposes:
- vehicles over 3.5 tons GVW
  - vehicles modified from the manufacturers original specification to improve performance
  - vehicles with fibreglass bodyshell
  - left-hand drive vehicles
  - any vehicle manufactured in the USA or Canada unless specifically manufactured for sale in the United Kingdom
  - kit vehicles
  - three-wheeled vehicles
  - classic, vintage or collectors vehicles.
- (xii) Any accident, injury, loss, damage or liability arising for the following trailers:
- horse-box
  - tent trailer
  - boat or glider trailer
  - catering or advertising trailer
  - trailer capable of carrying more than one vehicle at any one time
  - spectacle lift or vehicle jockey
  - any trailer that cannot be towed with a standard ball towing hitch.

## IMPORTANT INFORMATION

Insurers pass information to the Claims and Underwriting Register, run by Insurance Database Services Ltd (IDS Ltd). The aim is to help us to check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we may search the Register. When you tell us about an incident which may or may not give rise to a claim, we will pass information relating to it to the Register. You can ask for more information about this. You should show this notice to anyone who has an interest in the vehicle insured under the policy.

Insurers pass information to the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help us to check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we may search the Register. 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. When you tell us about an incident, we will pass information relating to it to the Register.

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). This may be consulted by the Police in order to establish who is insured to drive the vehicle. If you are involved in an accident (in the UK or abroad), other UK insurers, the Motor Insurers' Bureau and persons with a valid 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 your insurer, or at [www.miic.org.uk](http://www.miic.org.uk)

Notice under the Data Protection Act 1998. By taking out this Motor Policy you agree that we, and any company in the same group as either of us, may keep information about you and your Motor Policy. Any such information may be used to process your application, administer your Motor Policy or any subsequent claim you may make. You may request details of the information we hold about you at any time. We will be data controllers for the purpose of the Act and will be responsible for the processing of your data.

You should show this notice to anyone insured to drive the vehicle covered under the policy.

It is most important that you inform us immediately via your insurance adviser of any changes that occur for you or for any disclosed driver since the insurance started or since the last renewal date. If you do not advise changes it is possible that a claim will not be covered in part or in full.

The type of amendments or information that you should notify immediately are:

- Details of any vehicles owned by you, any vehicles currently in your possession for sale, and Trade Plates. (Refer to the above statement regarding the Motor Insurance Database);
- Change of either home or business address;
- Change of address;
- Change of job (by you or any disclosed driver) including any part-time job;
- Change of drivers – you are not insured until a cover note or revised Certificate of Motor Insurance has been issued;
- Details of any convictions/fixed penalty offences received or pending, or any outstanding Police investigation, whether due to a motoring or non-motoring offence;
- Details of any accidents or losses;
- Details of any medical conditions such as any heart condition or epilepsy or diabetic condition or any other physical or mental infirmity.

## IN THE EVENT OF A COMPLAINT

It is our intention to provide you with a first-class service in respect of any claim or other aspect of your insurance. However, if you are dissatisfied with any matter you should in the first instance contact your insurance adviser. If you are still unhappy with the service, please write to the Managing Director, Service Underwriting, Eridge House, Linden Close, Tunbridge Wells, Kent, TN4 8HH.

Should you remain dissatisfied after receiving a reply from the Managing Director of Service Underwriting, please write to the Managing Director, Service Insurance Company Limited, 260/262 Main Street, Gibraltar.

Should you remain dissatisfied after receiving a reply from the Managing Director of Service Insurance Company Limited, you can refer the matter to The Financial Ombudsman Service, South Quay, 183 Marsh Wall, London, E14 9SR. (This will not affect your rights to take legal action if necessary.)