



MOTOR TRADE  
INSURANCE POLICY



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**24 HOUR HELPLINES FOR NEW CLAIMS NOTIFICATION**

**POLICY HOLDERS TELEPHONE: 0844 874 0634**

## **DEFINITIONS**

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

### **AUDIO AND NAVIGATION EQUIPMENT**

Permanently fitted radios, cassette or compact disc players, telephones, CB radios and visual navigation equipment. Portable items (such as radar detection equipment, or portable GPS navigators), cassette tapes, compact discs or DVDs are not included within this definition.

### **BUSINESS PREMISES**

The business address shown in the Schedule and any premises, building structure or land used, owned or occupied by You or any partner, director or employee or person named as entitled to drive in the Certificate of Motor Insurance for carrying out work upon or for the sale, display or storage of any motor vehicle. Any private residence occupied by You or any person named to drive in the Certificate of Motor Insurance will not be treated as Business Premises for the purposes of this insurance.

### **CERTIFICATE OF MOTOR INSURANCE**

Evidence that You have the minimum compulsory motor insurance required by law.

### **COURT OF SUMMARY JURISDICTION**

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

### **EMERGENCY TREATMENT FEES**

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

### **ENDORSEMENT**

A change in terms of this insurance, which replaces or alters the standard insurance wording. An Endorsement is only applicable when identified on the current Schedule.

### **EXCESS**

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

### **FIRE**

Fire, lightning, explosion or self-ignition.

### **INSURED VEHICLE**

The vehicle, including its standard accessories and spare parts, as described in the Schedule.

### **LIMIT OF INDEMNITY**

The maximum amount we will pay for loss of or damage to the Insured Vehicle. This limit will apply regardless of the Trade Value of the Insured Vehicle.

## **MOTOR POLICY**

The documents consisting of Your Statement of Insurance and/or Proposal Form, our Markerstudy Insurance Company Limited Motor Trade Insurance Policy book, Your Certificate of Motor Insurance and/or Schedule and any Endorsements.

### **INSURANCE INTERMEDIARY**

The intermediary who has placed this insurance with Us, acting on Your behalf as Your agent and through whom all matters concerning this insurance are handled.

### **PERIOD OF INSURANCE**

The period for which We have agreed to cover You and which is shown in Your Schedule and Certificate of Motor Insurance.

### **ROAD TRAFFIC ACT**

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

### **SCHEDULE**

The document which shows details of the Insured policyholder and insurance protection provided and forms part of this contract of insurance.

### **STATEMENT OF FACTS/PROPOSAL FORM**

The Statement of Facts or Proposal Form shows all the information You provided to obtain a quotation and forms the basis of Your contract.

### **THEFT**

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

### **TRADE VALUE**

The cost of replacing your vehicle (in its pre-incident state) with one of the same or similar make, model, year, mileage and condition within the motor trade at a price that allows for future resale at a profit, regardless of whether that is your intention.

### **UNITED KINGDOM/UK**

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

### **WE/US/OUR/THE INSURER**

Markerstudy Insurance Company Limited.

### **YOU/YOUR/THE INSURED**

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

**YOUR INSURER**

Markerstudy Insurance Company Limited,  
(Reg No. 78789) Montagu Pavilion, 8-10 Queensway,  
Gibraltar.

**YOUR INSURANCE**

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

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

Your Motor Policy is only effective whilst the Insured Vehicle is in the United Kingdom unless cover has been specifically extended under Section 3 of the Motor Policy – Driving Abroad & Foreign Use.

So that You fully understand what You are covered for please read Your Schedule, Your Markerstudy Insurance Company Limited Motor Trade Insurance Policy book, Certificate of Motor Insurance and any Endorsements. You should pay particular attention to the General Exclusions and General Conditions shown in Your Markerstudy Insurance Company Limited Motor Trade Insurance Policy book.

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

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



**Gary Humphreys**

Group Underwriting Director  
Markerstudy Insurance Company Limited,  
Authorised Insurers, registered in Gibraltar (No. 78789)  
Registered office: Montagu Pavilion, 8-10  
Queensway, Gibraltar

Markerstudy Insurance Company Limited is an authorised insurance company licensed and based in Gibraltar and is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Services Authority in respect of underwriting business in the UK (FSA Register Number 206322).

**OUR COMMITMENT TO YOU**

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

**HOW DO I MAKE A COMPLAINT ABOUT MY MARKERSTUDY POLICY?**

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

If a dispute regarding your policy or claim does arise, and it cannot be resolved by reference to your insurance intermediary/broker please contact us:

Complaints Handling,  
Markerstudy Ltd,  
PO Box 420,  
Tunbridge Wells,  
Kent TN2 9LT

Tel: 0844 874 0633  
Email: [complaints@markerstudy.com](mailto:complaints@markerstudy.com)

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

**LAW APPLICABLE TO THIS MOTOR POLICY**

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

## HOW TO READ YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTOR TRADE INSURANCE POLICY BOOK

This is Your Markerstudy Insurance Company Limited Motor Trade Insurance Policy book.

### YOUR COVER

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

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

We have designed the Markerstudy Insurance Company Limited Motor Trade Insurance Policy book to help You understand the cover provided.

### POLICY SECTIONS WHICH ARE APPLICABLE

The level of cover which applies to You, whether Comprehensive, Third Party Fire and Theft or Third Party Only, is shown in Your Schedule. The sections of this Motor Policy that apply for each level of cover are as shown below.

#### 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, 4 and 5 ONLY.

#### Third Party Only (TPO)

Sections 1, 3 and 5 ONLY.

**The General Conditions and General Exclusions of this Motor Policy apply to all levels of cover.**

**Cover is also subject to any Endorsement(s) shown on Your Schedule.**

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

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

## SECTION 1 - YOUR LIABILITY TO OTHERS

### A. YOUR OWN LIABILITY

We will indemnify You against liability at law for damages or claimant's legal costs in respect of death or bodily injury to any person or damage caused to other people's property arising from the use in the United Kingdom of the Insured Vehicle.

### Third Party Property Damage Limit

The most We will pay for property damage for any one claim, or series of claims arising out of any one event is £1,000,000.

### B. THE LIABILITY OF OTHER PEOPLE

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

- any person permitted by Your current Certificate of Motor Insurance to drive the Insured Vehicle.
- any passenger travelling in or getting into or out of the Insured Vehicle.
- Your employer or business partner while You are driving or using the Insured Vehicle on their business, provided this is permitted by Your current Certificate of Motor Insurance.
- the legal representative(s) of any deceased person We cover under this Motor Policy in respect of legal liability incurred by the deceased person.

### C. MEDICAL TREATMENT

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

### D. COSTS AND EXPENSES

Subject to Our prior written agreement We will pay the following costs and expenses but only if they arise from an accident that is covered by this insurance:-

- 1) legal fees reasonably and properly incurred by any person We cover for representation at a Coroner's Inquest or Fatal Accident Inquiry or in a Court of Summary Jurisdiction.

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

Cover is only provided on the basis 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 Motor Policy and any Endorsements.

The Insurer reserves the right at any time to relieve themselves of any further liability under this clause on payment to the Insured of the expenses incurred to that date.

### E. TOWING

We will also insure You for your legal liabilities to others 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.

### F. JOINT POLICYHOLDERS

If there is more than one party named as the Insured the cover provided by this section will apply both jointly and individually.

Irrespective of the number of parties named as the Insured We will not pay more than the Third Party Property Damage Limit shown above.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS AND THE GENERAL EXCLUSIONS ON PAGES 10-14 OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTOR TRADE INSURANCE POLICY BOOK**

## EXCEPTIONS TO SECTION 1

### What is not covered:

- a) We will not provide cover for the legal liability of any person We insure under this Motor Policy if there is any other insurance in force that covers the same liability.
- b) We will not cover death of or bodily injury to any person arising out of that person's employment, except where it is necessary to meet the requirements of the Road Traffic Acts.
- c) Under this Section, We will not cover loss of or damage to the Insured Vehicle or any other property belonging to or in the care of any person We cover under this Motor Policy.
- d) Any loss or damage to property (including animals) in excess of £1,000,000 in respect of any one claim or series of claims arising out of one cause.
- e) Death, injury or damage resulting from using the Insured Vehicle or plant attached to it as a tool of trade.
- f) Death, injury or damage to any 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.
- g) 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.
- h) Any liability for loss of or damage to the contents of a customer's vehicle whilst in Your custody or control.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS AND THE GENERAL EXCLUSIONS ON PAGES 10-14 OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTOR TRADE INSURANCE POLICY BOOK**

## SECTION 2 - LOSS OR DAMAGE TO AN INSURED 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:

- 1) pay for the damage to be repaired, or
- 2) with Your agreement provide a replacement vehicle, or
- 3) pay an amount of cash equivalent to the loss or damage.

The most We will pay will be either:

- a) the Trade Value of the Insured Vehicle immediately before the loss, or
- b) the cost of repairing the Insured Vehicle,

whichever is the lower.

If the Insured Vehicle was not first registered from new in the United Kingdom We will not pay more than the purchase price paid by You at the time that You purchased the vehicle.

If the Insured Vehicle is stolen and

- has not been recovered at the time of settlement, or
- is deemed to be beyond economical repair

the lost or damaged vehicle becomes Our property once a claim is met under this Motor Policy.

If the Insured Vehicle is disabled due to damage covered by this Section, We will pay the reasonable cost of protecting and removing the Insured Vehicle to the nearest repairer and the reasonable cost of delivery following repair to Your address in the United Kingdom.

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

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS AND THE GENERAL EXCLUSIONS ON PAGES 10-14 OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTOR TRADE INSURANCE POLICY BOOK**



## EXCEPTIONS TO SECTION 2

### What is not covered:

- a) The total Excess specified in Your Schedule in respect of each claim for loss of or damage to the Insured Vehicle. The amount of the Excess may vary according to the nature of the claim and as such, there may be more than one statement of Excess shown in the Schedule.
- b) Loss of use of the Insured Vehicle.
- c) Depreciation, wear and tear.
- d) Loss of or damage to the Insured Vehicle whilst it is being kept within 400 metres of, in, near or next to any Business Premises owned or occupied by the Insured or any other motor trader.
- e) Mechanical, electrical and electronic faults, breakdown, malfunction, failure, breakage or any loss or damage caused by the Insured Vehicle being incorrectly fuelled.
- f) Damage to tyres caused by the application of brakes or by punctures, cuts or bursts.
- g) Loss of value to the Insured Vehicle following repair.
- h) More than the Trade Value of the Insured Vehicle at the time of the loss or damage.
- i) More than the manufacturer's latest list price of any part or standard accessory if unobtainable.
- j) Loss of or damage to the Insured Vehicle arising from Theft, when the tailgate, boot, sunroof or any door of the Insured Vehicle has been left unlocked or when ignition keys are in or on the Vehicle or not removed to a safe and secure place.
- k) Loss of or damage following the unauthorised taking away of any Insured Vehicle by an employee or family member or any member of Your household.
- l) Any loss or damage to Your personal belongings including tools kept within the Insured Vehicle.
- m) 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 We did not retain the salvage for disposal.
- n) Replacement keys or locks including all devices for locking vehicles if lost or stolen.
- o) 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.
- p) 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.
- q) Any amount greater than £250 for loss or damage to Audio and Navigation Equipment.
- r) Loss of or damage to the Insured Vehicle whilst it is being towed or carried on a trailer.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS AND THE GENERAL EXCLUSIONS ON PAGES 10-14 OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTOR TRADE INSURANCE POLICY BOOK**

**SECTION 3 - DRIVING ABROAD AND FOREIGN USE**

**EUROPEAN UNION**

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

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

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.

**FULL COVER ABROAD**

If You give Us 14 days prior notification of Your intention to use the Insured Vehicle abroad and pay the additional premium required We will extend cover beyond the United Kingdom and cover as shown in Your Schedule will apply for the period specified by You while the Insured Vehicle is

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

**CUSTOMS DUTY**

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

**SECTION 4 – COMPULSORY EXCESS**

In the event of a claim arising under Section 2 We will not be liable to pay the first amount as shown on Your Schedule.

**SECTION 5 - NO CLAIMS DISCOUNT**

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

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

The First Year	25%
Second Year	30%
Third Year	35%
Fourth Year	45%
Five and subsequent years	50%

The allowance of a discount will be at the sole discretion of the Insurer.

If You only make one claim during a period of insurance the No Claims Discount will step back by two years.

Markerstudy Insurance Company Limited are entitled to remove all No Claims Discount In the event of more than one claim in any one period of insurance depending on the individual circumstances.

**PROTECTED NO CLAIMS DISCOUNT**

If You are eligible and Your Motor Policy incorporates the Protected No Claims Discount option the Schedule will be endorsed accordingly and the following terms and conditions apply:

Your No Claims Discount 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 Discount protects Your discount 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.

**CLAIMS WHICH DO NOT AFFECT YOUR NO CLAIMS DISCOUNT**

- any claim for payment of Emergency Treatment Fees as required by the Road Traffic Acts.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS AND THE GENERAL EXCLUSIONS ON PAGES 10-14 OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTOR TRADE INSURANCE POLICY BOOK**

## GENERAL CONDITIONS - These General Conditions Apply to Your Whole Motor Policy.

### 1. ACCIDENT AND CLAIMS PROCEDURE

If any accident, injury, loss or damage occurs, You must

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

### 2. HANDLING THE CLAIM ON YOUR BEHALF

We can take over and conduct in Your name or in the name of any other person covered by this Motor Policy

- the defence or settlement of any claim.
- legal proceedings in Your name at Our expense and for Our benefit to recover any payments made under this Motor Policy.

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

### 3. CANCELLATION

This Motor Policy may be cancelled

- a) by You sending Us written notice and returning to Us Your current Certificate of Motor Insurance. Cancellation will take effect from the date We receive Your Certificate of Motor Insurance and We will calculate the refund on a pro-rata basis less a £50 administration charge.
- b) by Us or Our Authorised Agents by sending You seven days notice in writing by Recorded Delivery to Your last known address (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland) and You will be entitled to the refund of the un-expired portion of Your premium.
- c) by Us or Our Authorised Agents immediately if You do not pay the premium.

Any refund will be subject to no claim having been made in the current annual Period of Insurance.

### 4. COOLING OFF PERIOD

The section is applicable to retail customers only; (as advised by the Insurance Intermediary through whom You arranged this insurance)

Once You have entered into the Insurance contract with Markerstudy Insurance Company Limited, You are entitled to a period of reflection during which You may decide whether to proceed with the purchase of the Motor Policy.

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 Intermediary through whom You arranged this insurance, at their contact address. You must return the Markerstudy Insurance Company Limited Motor Trade Insurance Policy book and the Certificate(s) of Motor Insurance. It is a criminal offence if You fail to return a Certificate of Motor Insurance to an insurer when requested to do so and a prosecution may result.

Cancellation within the 14 day cooling off period - £50 or a pro-rata charge based upon the time on risk, whichever is the greater.

**GENERAL CONDITIONS - These General Conditions Apply to Your Whole Motor Policy - Continued.****5. MAKING A CLAIM**

In the event of a claim covered by this Motor Policy, You must have paid the premium. If payment has not been made, We or Our authorised agents

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

**6. CHANGES TO INFORMATION RELEVANT TO YOUR COVER**

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

**7. CARE OF YOUR VEHICLE**

You or any other person covered by this Motor Policy must

- take all reasonable steps to protect the Insured Vehicle from loss or damage.
- keep the Insured Vehicle in an efficient and roadworthy condition.

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

**8. OTHER INSURANCE**

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

**9. RIGHT OF RECOVERY**

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

**10. FRAUDULENT CLAIMS**

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

**11. ARBITRATION**

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

**12. MOTOR INSURANCE DATABASE**

You shall ensure that all vehicle and policy details are notified to the Underwriters within 14 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.

## GENERAL EXCLUSIONS - These General Exclusions Apply to Your Whole Motor Policy.

This Insurance does not cover:

### 1. USE AND DRIVING WHICH WE DO NOT COVER

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

- being used for any purpose that Your current Certificate of Motor Insurance does not permit.
- being driven by or last in the charge of any person who is not described in Your current Certificate of Motor Insurance as a person entitled to drive.
- being driven by You or a permitted driver with Your permission if You or the permitted driver does not hold a driving licence or has never held a driving licence or is disqualified from holding or obtaining a driving licence.
- being driven by any person who does not comply with the terms and conditions of the driving licence held.
- in an unsafe or un-roadworthy condition or, where such regulations require, does not have a current M.O.T. certificate.
- in or on that part of any airport, aerodrome, airfield or military base which is used for the takeoff 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.
- carrying a load which results in the Gross Vehicle Weight being exceeded.
- being used for the carriage of explosives, chemicals, or goods of a generally dangerous or inflammable nature.

Unless specifically advised to and agreed by the Insurer any liability, injury, loss or damage to the following vehicles unless being used for Motor Trade purposes;

- commercial vehicles over 3.5 tons GVW.
- motorcycles, quads, trikes and scooters.
- caravanettes and motorhomes or any vehicle manufactured in the USA.
- any vehicle having more than 7 seats including driver.
- any vehicle manufactured before 1st January 1980.
- any self-drive hire vehicle other than those in your custody or control solely for the purpose of repair, service or maintenance.

### 2. LIABILITY WHICH RESULTS FROM AN AGREEMENT

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

### 3. WAR RISKS, RIOT AND CIVIL COMMOTION, EARTHQUAKE OR TERRORISM

This Motor Policy does not cover any consequence of

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

**GENERAL EXCLUSIONS - These General Exclusions Apply to Your Whole Motor Policy – Continued.****4. DEFINITION OF TERRORISM**

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

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

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

**5. RADIOACTIVE CONTAMINATION AND SONIC BANGS**

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

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

**6. POLLUTION**

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

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

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

**7. RALLIES, COMPETITIONS OR TRIALS**

a) If any vehicle which We cover is used in any

- rally, or
- competition, or
- trial

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

b) If any vehicle described in the Certificate of Motor Insurance or on the Schedule is used on the Nurburgring Nordschleife or any race track, racing circuit or prepared course this insurance will not operate unless you have told Us about this beforehand and We have agreed to provide cover.

## ADDITIONAL INFORMATION

### ADVICE FROM MARKERSTUDY INSURANCE COMPANY LIMITED ON HOW TO MAKE A CLAIM

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

#### WHO WILL DEAL WITH YOUR CLAIM?

Markerstudy Insurance Company Limited has authorised their UK Service Providers, Markerstudy Limited to deal with Your claim on their behalf. You should therefore refer all correspondence and telephone enquiries to:-

**The Claims Department  
Markerstudy Limited  
PO Box 420  
Tunbridge Wells  
Kent, TN2 9LT**

**24 hour Claims Helpline Number: 0844 874 0634**

#### WHAT TO DO AFTER AN ACCIDENT?

The following actions are required by law:-

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

#### HOW DO I MAKE A CLAIM?

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

If You have been involved in an accident, or Your Insured Vehicle has been stolen or is damaged by Fire, You should contact The Markerstudy Claims Department on the Helpline number above. They will advise You how to proceed.

You will be asked to do the following:-

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

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



**The Endorsements shown below apply only if endorsed specifically on your Schedule and are subject to the terms, conditions and limitations of this Motor Policy.**

## **VEHICLE USE**

### **MS01 - Motor Trade, Social, Domestic and Pleasure use**

Social, Domestic and Pleasure purposes and for the Business of the Insured and the Insured's employer or partner including use in connection with the Motor Trade.

#### **Excluding:**

Commercial travelling, hiring, the letting on hire, the carriage of passengers for hire or reward, racing, pace-making, competitions, rallies, track days, trials or speed tests either on a road, the Nurburgring Nordschleife or any motor sport circuit, or at an off road event or use to secure the release of any motor vehicle which has been seized by, or on behalf of, any government or public authority which was not the property of the policyholder or in his custody or control at the time of the seizure.

### **MS02 - Additional Business Use**

Social, Domestic and Pleasure purposes and for the Business of the Insured and the Insured's employer or partner in connection with the Motor Trade and including the personal business of the Insured.

#### **Excluding:**

Commercial travelling, hiring, the letting on hire, the carriage of passengers for hire or reward, racing, pace-making, competitions, rallies, track days, trials or speed tests either on a road, the Nurburgring Nordschleife or any motor sport circuit, or at an off road event or use to secure the release of any motor vehicle which has been seized by, or on behalf of, any government or public authority which was not the property of the policyholder or in his custody or control at the time of the seizure.

### **MS03 - Motor Trade Use Only by Named Person(s)**

This insurance does not operate and The Insurer 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.

#### **Excluding:**

Commercial travelling, hiring, the letting on hire, the carriage of passengers for hire or reward, racing, pace-making, competitions, rallies, track days, trials or speed tests either on a road, the Nurburgring Nordschleife or any motor sport circuit, or at an off road event or use to secure the release of any motor vehicle which has been seized by, or on behalf of, any government or public authority which was not the property of the policyholder or in his custody or control at the time of the seizure.

## **DRIVERS**

### **MS04 - Named Driver(s)**

The Insurer 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.

### **MS05 - Excluded Driver(s)**

The Insurer 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**

### **MS06 - Accidental Damage, Malicious Damage, Fire and Theft Excess**

The Insurer shall not be liable to pay the first amount as specified on the Schedule of each claim arising under Section 2.

**MS07 – Fire and Theft Excess**

The Insurer shall not be liable to pay the first amount as specified on the Schedule of each claim arising under Section 2.

**MS08 – Named Driver Excess**

Whilst the Insured Vehicle is being driven by or for the purpose of being driven is in the charge of the person(s) as specified on the Schedule the Insurer shall not be liable to pay the first amount as specified on the Schedule of each claim arising under Section 2.

**EXTENSIONS TO POLICY COVER****MS09 - Demonstration Cover (level of cover reflects the same level specified on your schedule)**

This policy shall be operative whilst the Insured Vehicle described in the Schedule is being driven for the purpose of demonstration with the permission of the Insured by any person provided that such person:

- a) is not in the employment of the Insured or a member of the Insured's family.
- b) is accompanied at all times by the Insured or any person named in the Schedule as entitled to drive.
- c) is not entitled to indemnity under any other policy.
- d) observe fulfils and is subject to the conditions of this policy in so far as they apply.
- e) holds or has held a licence to drive such vehicle and is not disqualified from holding or obtaining such a licence.

**MS10 – Use in the Republic of Ireland**

The territorial limits mentioned in your policy allow your vehicle to be used in the Republic of Ireland with indemnity as if it were in the United Kingdom.

**MS11- Motorcycle Cover (specified vehicle)**

It is hereby noted and agreed that motorcycle cover is included for vehicle registration.

**Excluding theft when not garaged**

We will not pay any claim under section 2 for loss or damage by theft or attempted theft when the insured motorcycle is parked at the private home address of the Insured, unless the motorcycle is kept in a properly constructed and locked garage.

**GENERAL****MS12 - Anti-theft Device**

No cover will be effected under Section 2 of this motor policy 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 Insurers.
- 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.

**MS13 – Tracker Security Required**

It is hereby understood and agreed that the cover provided under Section 2 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.

**MS14 - Indemnity Limit**

The maximum we will pay out in respect of any one claim or period of insurance under Section 2 is limited to the maximum indemnity level shown on your policy schedule.

**MS15 - Protected No Claims Discount**

The No Claims Discount shall not be prejudiced provided no more than two claims are made in any three consecutive insurance years as defined in Section 5 (No Claims Discount).

**MS16 - Bound by Last Proposal**

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 Intermediary.

That Proposal Form and any subsequent disclosures, therefore form 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.

**MS17 - Vehicles with a G.W.T up to 7.5 Tons**

It is hereby noted and agreed that the policy is extended to cover commercial vehicles up to 7.5 Tons G.V.W.

**MS18 - Motorcycle Cover**

It is hereby noted and agreed that the policy is extended to include cover for motorcycles.

**Excluding theft when not garaged**

We will not pay any claim under section 2 for loss or damage by theft or attempted theft when the insured motorcycle is parked at the private home address of the Insured, unless the motorcycle is kept in a properly constructed and locked garage.

**MS99 - Miscellaneous Endorsement**

A free format endorsement designed for your specific motor policy.

## **DATA PROTECTION ACT**

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

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

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



Markerstudy Insurance Company Limited Licensed by the Commissioner of Insurance under the Insurance Companies Ordinance to carry out insurance business in Gibraltar.  
Registered in Gibraltar Number 78789. Registered Office: Montagu Pavilion, 8-10 Queensway, Gibraltar.  
Markerstudy Limited Authorised and Regulated by the Financial Services Authority (FRN 312214). Registered in England and Wales Number 03969511. Registered Office: Markerstudy House, 108-112 Main Road, Sundridge, Sevenoaks, Kent TN14 6ES.