

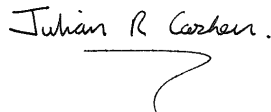
## INSURANCE POLICY

The proposal form which you have signed or the statement of insurance confirmed by you has been relied on by us and is the basis of this Insurance Contract. In consideration of the premium which you pay we will insure you against loss in accordance with the terms, exceptions and conditions set out in this document.

You must notify us immediately of any changes which may affect the risk. Failure to do so could result in the insurance **NOT** being valid.

This Insurance Policy has been issued by Jubilee Managing Agency Limited under the authority granted by the Lloyd's Underwriting Byelaw 2003.

*Signed*



**Julian R Cashen**  
**Underwriter**  
Jubilee Motor Policies at Lloyd's

## Advice and Warning

### Advice

The following document should be read in conjunction with the schedule as these documents detail the cover provided to you.

If you have any queries or problems understanding your cover, please ring and ask to speak to the customer service manager.

### Please Note

Your attention is drawn to the following:-

**Market Value** If your vehicle is a total loss the pre-accident value will be determined by a valuation provided by an independent valuer of our choice; based on the best assessment of the pre-accident condition of Your Vehicle, or in the event that the vehicle or its remains are unavailable for inspection upon the relevant vehicle documentation (including MOT Certificate, Purchase & Service Documentation).

**Use of incorrect fuel** If your vehicle suffers damage as a result of the use of incorrect fuel, your policy will not operate in respect of this damage or for any costs incurred for the removal &/or disposal of the incorrect fuel (see Exception to Section 2 (c)).

**\*Keys** If you leave your vehicle unlocked or the keys in the vehicle and it is lost, stolen or damaged by theft or attempted theft, policy cover will not operate (see Exceptions to Section 2(g)).

**Cancellation Charges** Cancellation charges are generally based on the Underwriters short period charges as indicated in the table below. Because your insurance premium comprises of a number of factors, if you cancel this policy before the expiry date, some of these will be chargeable in full, meaning that you will not receive a pro rata return.

<b>Period Not Exceeding</b>	<b>Proportion of Annual Premium Payable</b>
One Month	20% (minimum premium £25.00)
Two Months	30%
Three Months	40%
Four Months	50%
Five Months	60%
Six Months	70%
Seven Months	80%
Eight Months	90%
Over Eight Months	Full Premium

## Advice and Warning *continued*

\*Drivers

It is your responsibility to ensure that all drivers of your vehicles hold a valid driving licence of the class required to drive your vehicle (as specified in General Exception 1(b) and Endorsement E8).

*\*failure to comply will mean that cover will not operate.*

**Data Protection Note** Your policy details will be added to the Motor Insurance Database (MID) run by the Motor Insurers' Information Centre (MIIC). MID data may be used by the DVLA and DVLANI for the purpose of Electronic Vehicle Licensing and by the Police for the purposes 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, the Motor Insurers' Bureau and MIIC 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.miic.org.uk](http://www.miic.org.uk)

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# INSURANCE COVER

The Schedule issued with the Certificate of Motor Insurance states the type of cover you have.

Section Name	COVER APPLICABLE			PAGE No.
	Comprehensive	Third Party Fire & Theft	Third Party Only	
Section 1 Liability to Others	✓	✓	✓	5
Section 2 Loss of or Damage to Your Vehicle	✓	✓*		9
Section 3 Windscreen and Window Glass	✓			12
Section 4 Trailer Cover	✓			12
Section 5 Personal Accident	✓			13
Section 6 Medical Expenses	✓			13
Section 7 Personal Belongings	✓			13
Section 8 Use of Your Vehicle Abroad	✓	✓	✓	14
General Exceptions	✓	✓	✓	15
General Conditions	✓	✓	✓	17

\***Note** Third Party Fire & Theft: Section 2 only applies in respect of loss or damage caused directly by Fire or Theft.

## DEFINITIONS

<b>Jubilee Motor Policies at Lloyd's</b>	Underwriters; each of whom shall be liable only for their own share and who comprise Lloyd's Syndicate No. 1231. Their names and the proportion for which each is liable will be supplied on request and can be ascertained from the written form of Authority referred to in the Policy.
<b>We/Us/the Underwriters</b>	Jubilee Motor Policies at Lloyd's Syndicate 1231.
<b>You/the Insured/Policyholder</b>	The company or person named in the <i>Schedule</i> .
<b>Your Vehicle/Insured Vehicle</b>	The vehicle including its manufacturer's standard accessories (excluding telephones) and spare parts, as declared to us and described in the <i>Schedule</i> .
<b>The Schedule</b>	Forms part of this Policy and provides details of the insured and insurance cover.
<b>Endorsement</b>	A change in the terms of insurance. Where applicable, this is detailed in the <i>Schedule</i> .
<b>Excess</b>	The first part of any claim for which you are responsible.
<b>Market Value</b>	Market value is the cost of replacing <i>Your Vehicle</i> as far as may be practical with a vehicle of similar make, model, age and condition. In order to determine this value, <i>We</i> will use the average of CAP Clean and Glass's Guides to value with allowance being made for mileage and condition of your particular vehicle. If no guide value exists, <i>We</i> shall rely upon an independent valuation by a valuer of our choice.
<b>Liability</b>	An obligation at law to compensate others.
<b>Certificate of Motor Insurance</b>	A document confirming that you have, at least, the <b>minimum</b> legal insurance cover for motor vehicles under the relevant Road Traffic Acts provided you, or where appropriate the driver, obey all the terms, conditions and limitations described on the Certificate of Motor Insurance.
<b>Driving/Driven</b>	Means being, or having been, in charge of a motor vehicle for the purpose of driving it or having care, custody and control of a motor vehicle.

## DEFINITIONS

<b>Policy</b>	This document including the schedule, Certificate of Motor Insurance and any endorsements which provide details of the insured and the insurance cover.
<b>Period of Insurance</b>	The duration of the policy as shown in the schedule and Certificate of Motor Insurance.
<b>Private Car</b>	Any private passenger carrying vehicle with less than 8 passenger seats, excluding any vehicle used for the carriage of passengers for Hire & Reward.
<b>Accessories</b>	All accessories as supplied by the manufacturers as standard or as a manufacturer's optional extra, permanently fitted to the <i>Insured Vehicle</i> forming an integral part of the vehicle including radios, other entertainment and communications equipment.
<b>Trailer</b>	Any articulated or semi trailer used for carrying goods but which cannot itself be driven, primarily constructed to be towed by a motor vehicle.
<b>Specified Trailer</b>	This means any trailer owned by <i>You</i> or for which <i>You</i> are legally responsible and details of which have been specifically notified to <i>Us</i> .
<b>Unspecified Trailer</b>	This means any trailer owned by <i>You</i> or for which <i>You</i> are legally responsible but has <b>not</b> been specifically notified to <i>Us</i> .
<b>Passengers Baggage</b>	<b>This means personal effects, clothing and items of luggage, but will exclude goods or tools carried in pursuit of a trade or business, samples, money, stamps, tickets documents or securities.</b>

**Terrorism**

- (i) Any act including but not limited to
  - (a) the preparation, use or threat of force and/or violence and/or
  - (b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological meanscaused or occasioned by person(s) and/or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes and/or the intention to influence, intimidate or coerce any Government and/or any intention to disrupt any segment of the economy.
- (ii) Any action taken in controlling, preventing, suppressing or in any way relating to (i) above.
- (iii) Any act deemed by the Government to be an act of terrorism.

## SECTION 1 LIABILITY TO OTHERS

### YOUR COVER

- A. Your own liability**                      *We will insure You for all amounts which You may be held legally liable to pay for the death of or injury to any person and/or for damage to their property as a result of any accident involving Your Vehicle.*
- B. Other persons' Liability**                      *In the same way as You are insured, We will insure:*  
*(1) anyone You allow to drive or use Your Vehicle provided this is permitted by your Certificate of Motor Insurance and Schedule.*  
*(2) any passenger travelling in or getting into or out of Your Vehicle.*  
*(3) an accident caused by the movement by You or one of your employees of a vehicle not owned by You or one of your employees in order reasonably to allow access to or free passage for Your Vehicle.*
- C. A legally appointed Representative**                      *Following the death of anyone insured under this Policy, We will indemnify, to the same extent, that person's Legal Personal Representative for any Liability incurred by that person provided that Liability is insured by this section.*
- D. Emergency medical treatment**                      *We shall pay for emergency medical treatment fees as laid down by the Road Traffic Act(s) resulting from any incident involving any Insured Vehicle.*
- E. Legal fees and expenses**                      *We will pay provided We have given our written consent:*  
*(1) the solicitor's fee incurred by any person We insure when represented at a Coroners Inquest, Fatal Accident Enquiry or Court of Summary Jurisdiction.*  
*(2) for legal services to defend any proceedings for manslaughter or causing death by reckless or dangerous driving.*  
*(3) the cost of defending You against any charges brought under The Corporate Manslaughter & Corporate Homicide Act 2007 up to a maximum sum of £5,000,000 for any one event for which indemnity is provided under this Policy*  
*(4) any other reasonable expenses in connection with any incident which may involve legal Liability under this section.*
- Where costs apply to both bodily injury and damage to property the costs will be allocated in the same proportions as the damages of each element represents of the total damages.*

**N.B. We retain the right to appoint a solicitor of our choice.**

## SECTION 1 LIABILITY TO OTHERS *continued*

### F. Towing

We will also insure *You* against legal *Liability* to others while any *Trailer*, or disabled mechanically propelled vehicle is being towed by the *Insured Vehicle*.

The cover provided by this Policy will be operative while *Your Vehicle* is towing one disabled mechanically propelled vehicle and We will provide insurance as described in this section of the Policy in respect of the towed vehicle **provided that:**

- (i) such vehicle is not towed for reward
- (ii) We will not be liable in respect of damage to the towed vehicle, *Trailer* or property being conveyed on or in such vehicle or *Trailer*.

### G. Indemnity to owner

We will indemnify any owner of the *Insured Vehicle* as though they were the *Insured*.

### H. Limit of Indemnity

The maximum amount We will pay in respect of damages and costs in respect of any one accident or series of accidents arising out of one event will be;

£25,000,000 including costs in respect of any *Private Car* or £20,000,000 for damages alone.

£5,000,000 including costs in respect of any other vehicle  
If the vehicle is being used for the carriage of petrol, liquid petroleum gas, explosives or chemicals of a volatile explosive, corrosive or toxic nature the maximum will be £1,000,000.

### I. Principals clause

We will indemnify *You* for *Liability* assumed under an agreement with any person (the Principal) for the execution of works or services or in connection with the access to any premises or road in ownership or occupation of the Principal **provided that:**

- (1) *You* have arranged with the Principal that We will have full authority over the conduct and control of claims.
- (ii) the Principal observes and is subject to the terms and conditions of this insurance.
- (iii) We will not make any payment in respect of death or bodily injury to anyone employed by the Principal which arises out of and in the course of that employment.

NOTE: General Exception 5 does not apply to this clause.

### J. Unauthorised use by Employees

We will provide insurance as defined in this section when *Your Vehicle* is being driven without your knowledge or consent by any person employed by *You*.

### K. Cross Liability

If this *Policy* is issued in the name of more than one party We will provide insurance as defined in this section as if separate policies had been issued to each of the people jointly named as *the Insured* but the maximum We will pay for all claims shall not exceed the limits stated in your *Policy*.

## **L. Contingent Liability**

We will indemnify *You* in respect of *Liability* under the relevant road traffic legislation whilst any of your employees is using a vehicle other than an *Insured Vehicle* on your business **provided** that:-  
there is no other insurance covering the same *Liability*.  
We will not cover loss or damage to the vehicle.

# Exceptions to Section 1

## WHAT IS NOT COVERED

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.  
(b) *Liability* incurred by anyone covered by the *Liability* section of any other insurance.  
(c) damage to your property or any other vehicle belonging to *You* or to any property in the care of any person covered by this insurance.
2. *You*, if *You*, or the driver of *Your Vehicle* do not hold a valid driving licence, or are disqualified from holding or obtaining a licence to drive the vehicle, except where the vehicle is being driven under circumstances where a licence is not required by law, or act otherwise than in accordance with the terms and limitations of that driving licence.
3. any person who does not comply with the terms of this *Policy*.
4. anyone excluded by *Endorsement(s)* in your *Schedule*.
5. any *Liability* under Section 1 (E) Legal Fees and expenses, where any person has committed a deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate killing charge.

## SECTION 2 LOSS OF OR DAMAGE TO YOUR VEHICLE

### YOUR COVER

- A. Repair or total loss**
- If *Your Vehicle* is damaged or stolen, including damage caused maliciously by a person who is not your employee, *We* will choose to:
- (a) pay for the cost of repairing *Your Vehicle & Accessories*
- OR
- (b) pay the *Market Value* which is the cost of replacing *Your Vehicle* as far as may be practical with a vehicle of similar make, model, age and condition. In order to determine this value, *We* will use the average CAP Clean and Glass's Guide values with allowance being made for mileage and condition of your particular vehicle. If no Guide value exists, *We* shall rely upon an independent valuation by a valuer of our choice.
- The most *We* will pay is the lesser of either, the *Market Value* or the value of *Your Vehicle* as declared to *Us* by *You*.
- If the vehicle belongs to someone else or is the subject of a hire purchase or leasing agreement, payment for the total loss or destruction of the vehicle will normally be made to the vehicle's legal owner whose receipt will discharge *Us* from any further *Liability*.
- B. Replacement with new car**
- If within 12 months of first registration as new any *Private Car* which *You* purchased new and *You* have owned or have held from new under a hire purchase, leasing or contract hire agreement is
- (a) stolen and not recovered within 28 days
- OR
- (b) damaged and the cost of repairs exceeds 70% of the manufacturer's list price (including VAT), at the time of the claim
- We* will replace your car with a new one of the same make and model provided one is available. If a replacement car of the same make and model is not available the most *We* will pay is the lesser of either the *Market Value* or the value of your car shown in the current schedule including the value of fitted *Accessories* and spare parts in or on your car at the time of the loss or damage.
- C. Recovery and redelivery**
- We* will pay the reasonable cost of taking *Your Vehicle* to the nearest suitable repairer and, after repair, to *Your* chosen address in the UK. *You* may use our approved repairer scheme and if *You* take advantage of this service repairs can proceed without written estimates being forwarded to *Us* first.
- D. Audio equipment**
- We* will pay for the loss of or damage to *Your Vehicle's* audio equipment (but excluding telephones) permanently fitted to *Your Vehicle*, provided the value has been included within the value shown on the *Schedule*.  
These sums are not payable in addition to *The Schedule* or *Market Value* of the vehicle as defined under Section 2A.
- E. Theft of keys**
- In the event of the theft of your cars keys or transponder, *We* will pay for the replacement of
- (i) the door locks &/or boot lock
  - (ii) the ignition steering lock
  - (iii) the lock transponder &/or central locking interface
- Provided** that: the maximum *We* shall pay is limited to £500 in respect of any one occurrence.

## SECTION 2 LOSS OF OR DAMAGE TO YOUR VEHICLE *continued*

### **F. Audio, ticketing & PA systems**

*We* will indemnify *You* against loss of or damage to:

- radio and audio equipment including any public address system
- two way radio equipment
- ticketing machines
- television/video equipment
- coffee/food vending machine (excluding fire risks)

permanently fitted to the *Insured Vehicle*. The maximum sum *We* will pay is £2,500.

### **G. Terrorism cover**

Notwithstanding General Exception 5 *We* will indemnify *You* in respect of any loss or damage caused by Terrorism provided that the maximum amount *We* shall be liable to pay in respect of any one claim or series of claims arising out of one event shall be limited to £350,000.

## EXCEPTIONS TO SECTION 2

### WHAT IS NOT COVERED

The insurance does not cover:

- (a) wear, tear and depreciation or that part of the cost of repair which improves *Your Vehicle* beyond its condition before the loss or damage occurred.
- (b) diminution of the resale value of *Your Vehicle* as a result of damage whether repaired or not.
- (c) mechanical, electrical, electronic or computer fault(s), failures, breakdown or breakages including loss or damage arising from the use of incorrect fuel.
- (d) damage to tyres caused by braking, punctures, cuts or bursts, or any other cause except damage to tyres where this results from an accident to *Your Vehicle*.
- (e) the cost of obsolete spare or replacement parts in excess of the manufacturer's last list price.
- (f) loss of use of *Your Vehicle* or any other losses that are not directly associated with the incident that caused *You* to claim unless expressly stated in the *Policy*.
- (g) loss of or damage to *Your Vehicle* or its contents arising from theft or attempted theft if the vehicle has not been locked or if the windows or sunroof have been left open or the keys have not been removed from the vehicle.
- (h) loss of *Your Vehicle* or the proceeds of the sale of *Your Vehicle* as a result of a fraud or deception
- (i) loss or damage to *Your Vehicle* caused by or arising out of the tipping operation of *Your Vehicle*.
- (j) loss of or damage to any container which is not permanently fixed to *Your Vehicle* or *Trailer*.
- (k) **Any sums in excess of £10,000,000 in respect of any one loss or series of losses arising from one event.**

## SECTION 3 WINDSCREEN AND WINDOW GLASS

### EXCLUDING SUNROOFS, FRONT LIGHTS AND REAR LIGHTS

We will pay the cost of replacing or repairing any broken windows of *Your Vehicle*, provided that *You* use our approved supplier. *You* will be responsible for the *Excess* shown in *The Schedule*.

If any other supplier is used the maximum amount *We* will pay will be £100, after the deduction of the *Excess*.

If the glass is repaired rather than replaced, the *Excess* will not apply.

## SECTION 4 TRAILERS

The cover as specified by *Us* provided to the *Trailer* shall apply irrespective of the cover of the vehicle where it is a

***Specified Trailer*** provided that

- (i) such *Trailer* remains at all times in your care custody and control
- (ii) where detached such *Trailer* is kept in a secure and protected environment
- (iii) such *Trailer* is not attached to any vehicle which is not covered under this *Policy*

Where the *Trailer* is an

***Unspecified Trailer***

- (i) no cover other than that afforded to the vehicle shall apply to any *Trailer* attached to the vehicle.
- (ii) no cover shall apply where such *Trailer* is attached to any vehicle which is not covered under this *Policy*
- (iii) no cover applies whilst the *Trailer* is detached

**Provided that:**

- (i) no greater number of *Trailers* is drawn than that permitted by law.
- (ii) there is no other insurance in force covering the same liability loss or damage.
- (iii) the maximum value *We* will pay will be limited to £500 to any one passenger and £30,000.00 in total in respect of any one incident. *We* will NOT pay the first £50.00 of each passenger claim subject to a maximum excess of £1,000.00 in respect of any one incident.

## SECTION 5 PERSONAL ACCIDENT

If your insurance cover is Comprehensive and if *You* or any permitted driver are injured as a result of an accident in direct connection with *Your Vehicle* We will pay £5000 to each person injured or to that person's estate if, within 3 months of the accident, the injury is the sole cause of:-

- death
- total and irrecoverable loss of all sight in one or both eyes
- total loss of one or more limbs by physical separation at, or above the wrist or ankle.

We will **NOT** pay:

- if the person suffering injury or death is aged under 17 or over 70 at the time of the accident
- if the injury or death is caused by or contributed to, or accelerated by suicide or attempted suicide, alcohol, or drug abuse
- more than £5000 for any person injured during any one period of insurance.

## SECTION 6 MEDICAL EXPENSES

We will pay up to £250 per person for any medical expenses if any permitted driver or any passenger is injured in an accident involving *Your Vehicle*.

## SECTION 7 PERSONAL BELONGINGS

If your cover is Comprehensive We will pay up to a maximum of £250 for any one incident of loss or damage to personal belongings in the *Insured Vehicle* caused by accident, fire, theft or attempted theft. If *You* wish instead of paying *You*, We will pay the owner of the property lost or damaged when a receipt from the owner will discharge our *Liability*.

What is not covered:

- money, stamps, tickets, documents or securities, furs or jewellery
- goods or samples carried in connection with any trade or business
- tools or equipment being carried in connection with any trade or business
- tapes, cassettes, Digital Versatile Discs (DVD's) or compact discs or any type of data storage disc or device.
- portable entertainment or communication equipment or portable satellite navigation systems.
- loss of any property carried in an open top or convertible vehicle unless in a locked boot or compartment
- loss or damage to personal belongings by theft or attempted theft if the insured vehicle has not been securely locked.

The limit of indemnity as stated in this Section is increased to the amount shown below in respect of passengers personal effects and luggage while in or on the *Insured Vehicle*

The maximum We will pay is £500 to any one passenger and £30,000 in total in respect of any one incident. We will NOT pay the first £50 of each passenger claim subject to maximum excess of £1,000 in respect of any one incident.

## SECTION 8 USE OF YOUR VEHICLE ABROAD

- A. Transit by sea**                      *We will provide insurance as defined in this Policy, the Schedule and Certificate of Motor Insurance whilst the vehicle is in transit by sea between Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and any European Community or European Union country.*
- B. Geographical limits**                The cover provided by the insurance is automatically extended in respect of the use of *Your Vehicle* by an authorised driver to give the **minimum** insurance cover required to comply with the laws relating to compulsory insurance of motor vehicles in:
- (1) any country which is a member of the European Community/European Union (EC/EU) and
  - (2) any other country approved by the EC/EU commission and whose insurance requirements follow EC/EU directives currently in force.
  - (3) in any other country provided *We* have given our prior agreement and any additional premium has been paid.
- C. Green Card**                         All countries whose insurance requirements follow EC/EU directives have agreed that a Green Card is no longer necessary. *Your Certificate of Motor Insurance* should provide sufficient evidence that *You* are complying with the laws relating to compulsory motor insurance.
- B. Customs duty**                        *We will pay any customs duty arising as a direct result of any loss or damage covered by this insurance.*

## GENERAL EXCEPTIONS

### THIS INSURANCE DOES NOT COVER:

1. any *Liability*, injury, loss or damage while any *Insured Vehicle* is being driven or used
  - (a) other than for the purposes as specified in *Your Certificate of Motor Insurance* or *Schedule* except while in the custody or control of a motor trader for servicing or repair
  - (b) by *You* or any other person entitled to drive unless the person driving holds a licence to drive the vehicle or has held and is not disqualified from holding or obtaining a driving licence and is acting in accordance with the terms, conditions and limitations of that driving licence, except where the *Insured Vehicle* is being driven in circumstances where a driving licence is not required by law
  - (c) by anyone driving without *Your* permission or order
  - (d) by anyone who fails to fulfil the terms and conditions of this insurance
  - (e) for the carriage of explosives, chemicals, chemical by-products, acids or goods of a generally dangerous or inflammable nature, unless specifically agreed by *Us*.
2. any *Liability*, injury, loss or damage arising from earthquake or any consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, terrorism or military or usurped power except so far as is necessary to meet the requirements of the Road Traffic Acts.
3. any *Liability*, injury, loss or damage arising from riot or civil commotion occurring outside Great Britain, the Isle of Man or the Channel Islands.
4. (a) loss or destruction of or damage to any property or any resulting loss or expense or any other consequential loss  
(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, or
  - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
5. any *Liability* arising from a contract or agreement which would not have arisen in the absence of such a contract or agreement.

## GENERAL EXCEPTIONS *continued*

6. any vehicle while it is being used or driven on the runways or any other parts of an airport, airfield establishment or aerodrome to which aircraft have access.
7. any loss, damage or *Liability* whilst *Your Vehicle* is being driven or used for conveying a load in excess of that for which it was constructed or in excess of the maximum carrying capacity of *Your Vehicle* or while any load is being conveyed in an unsafe condition.
8. any *Liability* arising out of the operation of any vehicle as a tool of trade or the operation of any plant forming part of such vehicle or attached to it.
9. any *Liability* if *Your Vehicle* is in an unsafe condition. Where applicable the lack of a valid MOT Certificate and/or Plating Certificate or PSV Certificate will be sufficient evidence that the *Insured Vehicle* is in an unsafe condition.
10. any *Liability* in respect of death, illness, bodily injury or damage to property directly or indirectly caused by or contributed to by or arising from:-
  - (a) Spillage, leakage, or misdelivery of any load which may be carried by the *Insured Vehicle*.
  - (b) Contamination

Except so far as is necessary to meet the requirements of the Road Traffic Act(s).
11. Any *Liability* in respect of death, injury or damage resulting from the process of loading or unloading of *Your Vehicle* except where such loading or unloading is being undertaken outside the limits of the highway by the driver or attendant of *Your Vehicle*.

Except so far as is necessary to meet the requirements of the Road Traffic Act(s).
12. Any *Liability* in respect of death, injury or damage occurring whilst any skip, container or the like, is in the process of being loaded or unloaded, or is detached from the *Insured Vehicle* and not forming part of the *Insured Vehicle*.
13. For the amount of the *Excess* shown in the *Schedule*.

# GENERAL CONDITIONS

## WE WILL PROVIDE THE COVER DESCRIBED IN THIS INSURANCE PROVIDED THE FOLLOWING CONDITIONS ARE MET:

### 1. Insured's Duty

The information provided by *You* on your proposal form or statement of insurance and the declaration made by *You* are, to the best of *Your* knowledge, complete and correct. *You* must notify *Us* of any changes affecting *Your* insurance when they occur.

### 2. Care of your vehicle

*You* must take all reasonable steps to prevent *Your Vehicle* and its contents being lost or damaged.

*You* must ensure that *Your Vehicle* is maintained in a safe and roadworthy condition in accordance with the manufacturer's recommendations and take all reasonable precautions to protect *Your Vehicle* from loss or damage. *We* require *You* to allow *Us* free access at all reasonable times to examine *Your Vehicle*. *You* must have a valid Ministry of Transport (MOT) Certificate and/or Plating Certificate where applicable.

### 3. Claims Procedure

*You* must notify *Us* in writing as soon as possible of any loss or damage or if *You* or *Your Vehicle* are involved in any accident.

All communications received by *You* regarding any claim must be sent to *Us* without delay. *You* must also inform *Us* if *You* know of any pending prosecution, Coroner's Inquest or legal process. *You* must **not** admit or repudiate *Liability* or enter into negotiation in respect of any claim without our approval.

*We* retain the right to:

- (a) take over and conduct in your name or in the name of anyone else covered under this insurance, the defence or settlement of any claim
- (b) take proceedings at our expense and for our benefit, but in your name, or in the name of anyone else covered under this insurance to recover any payment made under this insurance.

*We* expect to receive full cooperation on any matter affecting this insurance, any failure to do so could result in this insurance not operating fully or at all.

If *You* or anyone else claiming under this insurance makes a claim that is false or fraudulent in any way *Your* insurance will become void and all benefits under this insurance will be lost and *Your* premium forfeited.

## GENERAL CONDITIONS *continued*

**4. Other Insurances** If any loss, damage or *Liability* covered by this *Policy* is also covered by any other insurance, *We* will pay only our rateable proportion of any claim.

**5. Instalment Premiums** Where the premium for this insurance is payable by instalments, each payment must be made when due, otherwise all benefits under this insurance will be forfeited and the insurance will be cancelled from the date when any unpaid instalment was due. In this event *You* must immediately also surrender the *Certificate of Motor Insurance* to *Us* immediately.

**6. 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 in accordance with our short-period rates as indicated in the Advice & Warning Section of this *Policy*. Any refund will be subject to no claims having been made in the *Period of Insurance* since last renewal.

*We* may cancel this insurance at any time by sending seven days notice by first class post to *Your* last known address on our records. A pro rata refund of premium for the remainder of the *Period of Insurance* will be allowed if the *Certificate of Motor Insurance* is returned within seven days.

In the event of a vehicle(s) shown on the *Schedule* being considered a total loss by *Us* there will be no return of premium.

**7. Law Jurisdiction** This insurance is a contract with *You* and is not assignable by *You* for any reason and is subject to English Law.

A person or company who was not a party to this agreement has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any rights or remedy of a third party which exists or is available apart from that Act.

**8. Right of Recovery** The law of any country in which this insurance operates may require *Us* to make payments which are not covered by this insurance. Furthermore *We* may have to make payments under law(s) in circumstances where *You* or the driver of *Your Vehicle* has not complied with the terms and conditions of this insurance.

*You* or the person creating the *Liability* must repay *Us* any amounts paid in these circumstances.

**9. Arbitration** If there is any dispute about the amount to be paid under this insurance then the matter will be referred to an arbitrator who is acceptable to *You* and *Us* under the legal rules governing arbitration. When this happens the arbitrator must make a decision before *You* can start proceedings against *Us*.

**10. Motor Insurance Database** It is a condition of the *Policy* that *You* must supply such details of the vehicle(s) whose use is covered by the *Policy* as are required by the relevant law(s) applicable in Great Britain and Northern Ireland, for entry on the Motor Insurance Database.

## ENDORSEMENTS

The *Endorsements* shown below apply only if the *Endorsement* number is specified in *Your* current *Schedule* and are subject to the terms, conditions and limitations of this *Policy*.

Where an *Endorsement* number is followed by:-

- (a) the registration number of a vehicle and/or the name of any person then the *Endorsement* shall only apply to either that vehicle or person
- (b) additional wording then such wording shall be read in context with the full *Endorsement* wording

### Drivers

- E5** **Named Driver(s)**  
This insurance does not operate if *Your Vehicle(s)* is/are being driven by or for the purpose of being driven is in the charge of any person other than the person(s) specified in the *Schedule*.
- E6** **Excluded Drivers Under a Specified Age**  
This insurance does not operate if *Your Vehicle(s)* is/are being driven by or for the purpose of being driven is in the charge of any person under the age specified in the *Schedule*.
- E7** **Specified Driver(s) Included**  
The *Endorsement* applicable under this insurance relating to excluded driver(s) shall not apply in respect of the person(s) specified in the *Schedule*.
- E8** **Excluded Drivers Who Have Not Held a Full Licence for a Specified Period**  
This insurance does not operate if *Your Vehicle(s)* specified in *The Schedule* is/are being driven by or is in the charge of any person for the purpose of being driven who has not held a full Great Britain or Northern Ireland driving licence to drive a vehicle of the same class for the period as specified in the *Schedule*.
- E9** **Persons Excluded from Driving to and from College, University or Place of Employment**  
This insurance does not operate while *Your Vehicle(s)* is being used by the person(s) named against *Endorsement* E9 in the *Schedule* for travel to/from college, university or place of employment.

## ENDORSEMENTS *continued*

### Excess

- E11**                      **Damage Excess**  
*You will be liable to pay the first amount specified in the Schedule of each claim arising under Section 2 other than claims in respect of loss or damage by fire, self-ignition, lightening, explosion or by theft or attempted theft. This Excess is in addition to any other Excess that may apply.*
- E12**                      **Damage Fire & Theft Excess**  
*You will be liable to pay the first amount specified in the Schedule of each claim arising under Section 2. This Excess is in addition to any other Excess that may apply.*
- E13**                      **Named Driver(s) Damage Excess**  
*Whilst the Insured Vehicle is being driven by or for the purpose of being driven is in the charge of the person(s) specified in the Schedule You will be liable to pay the first amount specified in the Schedule of each claim arising under Section 2. This Excess is in addition to any other Excess that may apply.*
- E14**                      **Named Driver(s) Damage Fire & Theft 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 in The Schedule You will be liable to pay the first amount as specified in The Schedule of each claim arising under Section 2. This Excess is in addition to any other Excess that may apply.*
- E15**                      **Fire & Theft Excess**  
*You will be liable to pay the first amount specified in the Schedule of each claim arising under Section 2 in respect of loss or damage by fire, self-ignition, lightening, explosion or by theft or attempted theft. This Excess is in addition to any other Excess that may apply.*
- E16**                      **All Claims Excess**  
*You will be liable to pay the first amount specified in the Schedule of each claim arising under this insurance. This Excess is in addition to any other Excess that may apply.*
- E17**                      **Windscreen Cover**  
*We will pay for any breakage of Your Vehicle(s) windscreen or window glass including resultant scratching of bodywork caused accidentally, but not resulting from theft or attempted theft. The limit of indemnity under this Section is £250 subject to an Excess of £50. However, the Excess is waived if the windscreen is repaired.*

## ENDORSEMENTS *continued*

### Excess

#### E60

##### **Additional Accidental Damage Excess**

*You* will be liable to pay the first amount of each claim arising under Section 2 other than claims in respect of loss or damage by fire, self-ignition, lightening, explosion or by theft or attempted theft if the vehicle is damaged whilst being driven by or for the purpose of being driven is in the charge of a young or inexperienced driver. The amount of any *Excess* is as follows:-

- (i) the first £300 in respect of loss or damage when the *Insured Vehicle* is driven by or for the purpose of being driven is in the charge of any person under 21 years of age.
- (ii) the first £200 in respect of loss or damage when the *Insured Vehicle* is driven by or for the purpose of being driven is in the charge of any person 21 years of age and over but under 25 years of age.
- (iii) the first £150 in respect of loss or damage when the *Insured Vehicle* is driven by or for the purpose of being driven is in the charge of
  - a. any person who has not held a full Great Britain or Northern Ireland Driving Licence to drive a vehicle of the same class for a period of 12 months.
  - b. any person holding a provisional driving licence.

#### E61

##### **Drink Driving Excess**

*You* will pay the first £250 towards each claim if *Your Vehicle* is being driven or is in the custody or control of any person whose alcohol content in their blood or urine is in excess of the legal limit.

## ENDORSEMENTS *continued*

### General

#### **E18 Deleted Section(s)**

Any Section or Sub-Section of this insurance specified in the *Schedule* is deleted and deemed inoperative.

#### **E19 Anti-Theft Device**

There is no cover for theft or attempted theft under Section 2 unless there is an insurance industry (Thatcham) approved Anti-Theft Device (Category 1 or 2) fitted to *Your Vehicle(s)* and the device is fully operational at all times when *Your Vehicle(s)* is left unattended.

#### **E20 Partial Suspension of Cover**

All cover under this insurance is deleted except loss or damage arising out of theft or attempted theft or fire.

#### **E21 Alcohol/Drugs**

*We* will not be responsible for any loss, damage or *Liability* whilst *Your Vehicle(s)* is being driven by or is in the charge of the person(s) named against *Endorsement E21* in *Your Schedule* if they are convicted of a drink/drugs offence or it is proved to the satisfaction of *Underwriters* that they were under the influence of alcohol or drugs at the material time.

#### **E23 Quarterly Adjustable Clause**

In line with the requirements of the 4<sup>th</sup> EU Directive on Motor Insurance and the RTA regulations introduced on the 19<sup>th</sup> January 2003 *You* are required to immediately provide details (including individual registration number) of all vehicles for which cover is required for entry onto the UK Motor Insurance Database. The information supplied by *You* will be relayed to your broker (or chosen intermediary) and used to calculate any premium adjustment on a quarterly basis as set out below.

At expiry of each quarter *You* must then pay *Us* or *We* will return to *You* as the case may be a percentage of the annual premium set out below:-

At expiry of the first quarter	87.5%
At expiry of the second quarter	62.5%
At expiry of the third quarter	37.5%
At expiry of the last quarter	12.5%

However there will be no return of premium in respect of any vehicle which has been the subject of a claim during the period of insurance and in no event will the total return exceed 25% of the inception premium for this Policy.

## ENDORSEMENTS *continued*

- E24 Audio Equipment Excluded**  
*We will not pay for loss of or damage to radio and audio equipment including any public address system and/or two-way radio equipment, taxi metering, ticketing machines and/or television/video equipment.*
- E25 Accessories Clause**  
*We will pay for loss of or damage to *Your Vehicle's Accessories* as set out below. In each case the maximum *We* will pay and the amount of each and every claim for which *You* are responsible are specified against *Endorsement E25* in the *Schedule*. Only the paragraph stated in the *Schedule* applies to *Your* insurance.*
- (a) radio and audio equipment including any public address system
  - (b) two-way radio equipment
  - (c) taxi metering equipment
  - (d) ticketing machines
  - (e) television/video equipment
- E39 Specified Trailers – Attached Only Cover**  
*We will provide insurance in respect of any *Trailer* which *You* own or for which *You* are legally responsible, provided that details of such *Trailers* have been declared to *Us* whilst such *Trailer* is attached to the vehicle, provided that;*
- (i) no cover greater than that afforded to the prime mover applies in respect of any *Trailer* attached to the articulated unit.
- E40 Unspecified Trailers – Attached Cover**  
*We will provide insurance as described in the *Schedule* to this *Policy* in respect of any *Trailer* which *You* own or for which *You* are legally responsible, whilst such *Trailer* is attached to the vehicle, provided that;*
- (i) no cover greater than that afforded to the prime mover applies in respect of any *Trailer* attached to the articulated unit.
  - (ii) The maximum value *We* will pay in respect of loss and/or damage to the *Trailer* will be limited to the amount specified in *The Schedule*.
- E41 Trailers – Third Party Only**  
*We will provide insurance as described in Section 1 in respect of any *Trailer* which *You* own or for which *You* are legally responsible, whilst such *Trailer* is attached to the vehicle or detached therefrom.*

## ENDORSEMENTS *continued*

### **E42            Unauthorised Movement – Third Party Only**

It is hereby understood and agreed that Section 1 of this *Policy* will extend to indemnify *You* for any *Liability* arising out of the movement of third party vehicles by any authorised employee.

### **E44            Windscreen Cover**

*We* will pay for any breakage of *Your Vehicle's* windscreen or window glass including resultant scratching of bodywork caused accidentally, but not resulting from theft or attempted theft. The amount of each and every claim for which *You* are responsible (the *Excess*) and the maximum amount which will be paid are specified against Endorsement E44 in the *Schedule*. The *Excess* will not apply if the windscreen is repaired.

### **E48            Market Value Clause**

Notwithstanding anything contained under Section 2 (Loss of or Damage to Your Vehicle) to the contrary, it is hereby declared and agreed that in the event that the vehicle covered by this insurance is damaged or stolen, *We* will at our option:-

- (a) Pay for the cost of repairing the vehicle or
- (b) Pay the *Market Value* which is the cost of replacing the vehicle as far as may be practical with a vehicle of a similar make, age and condition (including approximate mileage).

In order to determine the *Market Value* *We* will rely upon an independent valuation based on the best assessment of the pre-accident condition of *Your Vehicle*, or in the event that the vehicle or its remains are unavailable for inspection upon the relevant vehicle documentation (including MOT Certificate, Purchase & Service Documentation).

The most *We* will pay is the lesser of either the *Market Value* or the value of *Your Vehicle* as declared to *Us* by *You*.

It is further understood and agreed that the above description of the *Market Value* will replace the definition contained in the *Policy*.

## COMPLAINTS PROCEDURE

It is *Our* intention to provide a high quality service and *We* wish to maintain this at all times.

If *You* have questions or concerns about your *Policy* or the handling of a claim, these should initially be addressed to *Your* chosen broker or intermediary because, acting as *Your* agent, their role is to look after *Your* interests.

*You* may choose to contact *Us* direct and if your concern relates to the *Policy* *You* should write to “The Underwriter” quoting *Your* policy number.

If your concern relates to a claim *You* should write to “The Claims Manager”, quoting the claim reference.

The address is:

Jubilee Motor Policies at Lloyd’s  
Sidcup House  
Station Road  
Sidcup  
Kent  
DA15 7EX

If *You* are unable to resolve the situation and wish to make a complaint *You* can do so at any time by referring the matter to the Complaints Department at Lloyd’s

Their address is:

Complaints Department  
Lloyd’s  
One Lime Street  
London  
EC3M 7HA

Tel: 020 7327 5693  
Fax: 020 7327 5225  
Email: [Complaints@Lloyds.com](mailto:Complaints@Lloyds.com)

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

## **COMPLAINTS PROCEDURE** *continued*

### **FINANCIAL SERVICES COMPENSATION SCHEME**

Lloyd's insurers are covered by the Financial Services Compensation Scheme. *You* may be entitled to compensation from the scheme if a Lloyd's insurer is unable to meet its obligations to *You* under this contract. If *You* were entitled to compensation under the scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the scheme is available from the Financial Services Compensation Scheme (7<sup>th</sup> Floor, Lloyd's Chambers, Portsoken Street, London E1 8BN) and on their website ([www.fscs.org.uk](http://www.fscs.org.uk)).

### **JUBILEE MOTOR CLAIMS SERVICE**

#### **REPORTLINE CALL US FREE ON 0870 0402755**

If *Your* vehicle has been involved in an accident, please telephone our reportline to notify the claim.

Reportline can arrange for repairs covered by the policy to be undertaken through our approved repairer network.

A claim form will still have to be completed and *You* will have to pay the policy *Excess* and where appropriate VAT, to the repairing garage.

For broken windscreen and/or window glass (excluding sunroofs)

- No *Excess* payable if glass can be repaired
- *We* will settle invoices direct subject to cover (less any *Excess* and where appropriate less VAT)