



PRIVATE CAR
SHORT TERM
INSURANCE POLICY



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24 HOUR HELPLINE FOR NEW CLAIMS NOTIFICATION

TELEPHONE : 0844 874 0632

DEFINITIONS

The following key words or phrases, which are listed below in alphabetical order, have the same meaning whenever they appear.

CERTIFICATE OF MOTOR INSURANCE

Evidence of the existence of motor insurance as required by law and which forms part of Your motor policy.

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 car which We cover.

ENDORSEMENT

A change to Your details which forms part of Your motor policy.

EXCESS

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

FIRE

Fire, lightning, explosion or self-ignition.

MALICIOUS DAMAGE

Damage caused to Your Car as a result of an intentional or reckless act.

MARKET VALUE

The cost, in the reasonable opinion of an independent motor engineer, of replacing Your Car with a car of the same make, model and pre-loss or damage condition, specification, mileage and age.

MOTOR POLICY

The documents consisting of Your Statement of Insurance and/or proposal form, Our Markerstudy Insurance Company Limited Motor Policy book, Your Certificate of Motor Insurance and/or Schedule and any Endorsements.

OUR AUTHORISED AGENTS

The broker or intermediary via whom this insurance was arranged.

PERIOD OF INSURANCE

The period shown in Your Statement of Insurance and/or Schedule and Certificate of Motor Insurance for which We have agreed to cover You and for which You have paid or agreed to pay a premium.

PERSONAL EFFECTS

Property which is worn or used in everyday life and which belongs to You or any passenger in Your Car.

ROAD TRAFFIC ACTS

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

STATEMENT OF INSURANCE AND/OR SCHEDULE

The document giving details of the Period of Insurance, Your cover, the premium, the Insurer and the policy number. The Statement of Insurance includes all the information You provided on a proposal form or otherwise to obtain a quotation and forms the basis of Your contract.

THEFT

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

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 Statement of Insurance and/or Schedule and Your Certificate of Motor Insurance.

YOUR CAR/THE INSURED CAR

The car described in Your Statement of Insurance and/or Schedule or any replacement car which has been notified to and accepted by Us, and for which You have a Certificate of Motor Insurance showing the registration number.

HOW TO READ YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTOR POLICY BOOK

This is Your Markerstudy Insurance Company Limited Motor Policy book.

YOUR COVER

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

Your cover is Comprehensive and 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 Policy book to help You understand the cover provided. On many pages, to assist You, We have divided the text under the following headings:-

“What is covered”

This text is printed in black and gives information on the cover provided.

“What is not covered”

This text is printed in red opposite “What is covered” to draw Your attention to what is not covered.

“What is the most We will pay”

This text is also printed in red opposite “What is covered” and indicates the maximum amount We will pay for the cover described.

The General Exclusions to Your Motor Policy are also printed in red as these also indicate “What is not covered.”

POLICY SECTIONS WHICH APPLY TO YOU

Please read Your Markerstudy Insurance Company Limited Motor Policy book, Statement of Insurance and/or 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 Policy book, Statement of Insurance and/or Schedule, Certificate of Motor Insurance and any Endorsements are legal documents - please keep them in a safe place.

You have Comprehensive cover and therefore please refer to Section 1 and The General Conditions and General Exclusions.

YOUR INSURER

Markerstudy Insurance Company Limited,
Montagu Pavilion, 8-10 Queensway, Gibraltar.

Your Insurance

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

This Motor Policy is a contract solely between You and the Insurer and consists of Your Statement of Insurance and/or proposal form, Your Markerstudy Insurance Company Limited Motor 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 cover is effective in the United Kingdom and abroad as specified in the "Driving Abroad" Section of Your Markerstudy Insurance Company Limited Motor Policy book.

So that You fully understand what You are covered for, please read Your Statement of Insurance and/or Schedule, Your Markerstudy Insurance Company Limited Motor Policy book, Certificate of Motor Insurance and any Endorsements. You should pay particular attention to the General Exclusions and General Conditions shown on pages 11-14 of Your Markerstudy Insurance Company Limited Motor Policy book.

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

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

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.

SECTION 1 - COMPREHENSIVE COVER

A. LOSS OR DAMAGE

What is covered

LOSS OF OR DAMAGE TO YOUR CAR

We will pay for loss of or damage to Your Car. We will also pay for loss of or damage to Your Car's spare parts and accessories as long as they are kept in or on Your Car or in Your own private garage and fall within the maximum amount We will pay.

AUDIO AND NAVIGATION EQUIPMENT

We will pay for loss of or damage to Your Car's original manufacturers fitted equipment, whilst kept in Your Car.

PERSONAL EFFECTS

We will pay for loss of or damage to Personal Effects whilst in Your Car.

LOSS OF KEYS

We will make a contribution to the cost of replacement locks and keys for Your Car if the keys of Your Car are lost or stolen provided that the keys were not left in or on Your Car while it was unattended. Any claim under this section will not be subject to any Excess which would otherwise apply to Theft claims.

A. LOSS OR DAMAGE

What is the most We will pay?

LOSS OF OR DAMAGE TO YOUR CAR

We will not pay

- more than the Market Value of Your Car at the time of the loss or damage up to a maximum of £40,000
- the amount of any repair or replacement which improves Your Car beyond its condition before the loss or damage
- more than the last list or quoted price for any parts or accessories which have become unobtainable or are no longer manufactured.

AUDIO AND NAVIGATION EQUIPMENT

The maximum amount We will pay is shown in Your Statement of Insurance and/or Schedule.

We will not pay more than the value of the equipment at the time of the loss or damage, after making a reasonable deduction for wear and tear.

PERSONAL EFFECTS

The maximum amount We will pay for loss of or damage to Personal Effects whilst in Your Car is £100.

LOSS OF KEYS

The maximum amount We will pay for loss of keys is £200.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS
AND THE GENERAL EXCLUSIONS ON PAGES 11-14
OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTOR POLICY BOOK**

A. LOSS OR DAMAGE

Payment of claims for loss or damage

We will, at Our reasonable option

- pay the cost of repairs or pay You in cash the amount of any loss or damage where repair cannot be economically made; or
- replace Your Car with a car of the same Market Value up to a maximum of £40,000 or pay You in cash for the loss or damage where Your Car is stolen and not recovered or damaged beyond economical repair. The stolen or damaged Car will then belong to Us

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

If Your Car is disabled due to damage covered by this Section, We will pay the reasonable cost of protecting and removing Your Car to the nearest repairer

The reasonable cost of delivery following repair to Your address in the United Kingdom.

NEW CAR BENEFIT

If Your Car is less than one year old (calculated from the date of first registration) at the time of an incident leading to a valid claim under this Motor Policy, and is:-

- stolen and not recovered, or
- suffers damage covered by the policy and the cost of repairing the car will be more than 60% of the last United Kingdom price (including taxes) We will replace it with one of the same make, model and specification, if:-
- You have been the first and only registered keeper and owner
- the car has covered less than 10,000 miles
- a suitable replacement car is available in the UK
- anyone else who has an interest in the car agrees.

The stolen or damaged car will then belong to Us.

A. LOSS OR DAMAGE

What is not covered

- a) You will have to pay the total Excess specified in Your Statement of Insurance and/or Schedule in respect of each claim for loss of or damage to Your Car. 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 Your Statement of Insurance and/or Schedule
- b) Loss of use of Your Car.
- c) Depreciation, wear and tear.
- d) Mechanical, electrical and electronic faults, breakdown, malfunction, failure, breakage or any loss or damage caused by Your Car being incorrectly fuelled.
- e) Damage to tyres caused by the application of brakes or by punctures, cuts or bursts.
- f) Loss of value of Your Car following repair.
- g) Loss of or damage to Your Car caused directly or indirectly through Theft by deception.
- h) Loss of or damage to Your Car arising from Theft, when the tailgate, boot sunroof or any door of Your Car has been left unlocked when ignition keys are in or on Your Car.
- i) The unauthorised taking away of Your Car by a family member or any member of Your household.
- j) You are not covered for loss of or damage to
 - telephones, television equipment or two-way radio transmitters or receivers.
 - money, stamps, tickets, documents, securities, lottery tickets, raffle tickets, promotional vouchers or Air Miles vouchers.
 - goods, tools or samples carried in connection with any trade or business.
 - property that is covered under any other policy.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS
AND THE GENERAL EXCLUSIONS ON PAGES 11-14
OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTOR POLICY BOOK**

B. LEGAL LIABILITY TO OTHERS

What is covered

YOUR LEGAL LIABILITY TO OTHER PEOPLE

We will pay all amounts that You are legally liable for in respect of

- death of or bodily injury to any other person
- damage to the property of any other person not exceeding £20,000,000

arising from any incident involving the use in the United Kingdom of

- Your Car
- any trailer or one mechanically propelled vehicle, which is disabled, whilst attached to Your Car or if accidentally detached during the course of a journey.

B. LEGAL LIABILITY TO OTHERS

What is not covered

YOUR LEGAL LIABILITY TO OTHER PEOPLE

- 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 Your Car or any other property belonging to or in the care of any person We cover under this Motor Policy.
- d) Property damage exceeding £20,000,000 in respect of any one claim or series of claims arising out of one cause.
- e) Costs in excess of £5,000,000 for a claim for damage to the property of any other person.

YOU MUST ALSO REFER TO THE GENERAL CONDITIONS AND THE GENERAL EXCLUSIONS ON PAGES 11-14 OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTOR POLICY BOOK

B. LEGAL LIABILITY TO OTHERS

What is covered

The legal 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 Your Car
- any person using, but not driving Your Car with Your permission for social, domestic or pleasure purposes
- any passenger travelling in or getting into or out of Your Car
- Your employer or business partner while You are driving or using Your Car 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.

COSTS AND EXPENSES

We will pay, subject to Our prior written agreement

- legal fees reasonably and properly incurred by any person We cover for representation at a Coroners Inquest or Fatal Accident Inquiry or in a Court of Summary Jurisdiction
- 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
- any other costs or expenses incurred in connection with any incident which may involve legal liability under this Motor Policy.

EMERGENCY TREATMENT FEES

We will pay for Emergency Treatment Fees as required by the Road Traffic Acts.

B. LEGAL LIABILITY TO OTHERS

What is not covered

Any claim for death of or bodily injury to any person arising out of or in the course of their employment caused by any person covered by this insurance if indemnity is provided under Employers' Liability Insurance issued to comply with Employers' Liability law.

COSTS AND EXPENSES

- a) We will not pay any legal costs and expenses unless they are in connection with an incident which is covered under this Section.
- b) Costs in excess of £5,000,000 for a claim for damage to the property of any other person.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS
AND THE GENERAL EXCLUSIONS ON PAGES 11-14
OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTOR POLICY BOOK**

C. DRIVING ABROAD

What is covered

EUROPEAN UNION

We will provide You with the minimum cover which is legally required to use Your Car 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

CUSTOMS DUTY

We will pay any customs duty for which You are legally liable in respect of Your Car 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.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS
AND THE GENERAL EXCLUSIONS ON PAGES 11-14
OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTOR POLICY BOOK**

D. ADDITIONAL BENEFITS

What is covered

1. MEDICAL EXPENSES

If You or Your passengers are injured as a direct result of an accident involving Your Car We will pay medical expenses for each person injured.

2. CAR SHARING

If You receive a contribution for carrying passengers in Your Car as part of a car sharing arrangement for social or other similar purposes, We will not regard this as using Your Car for hiring, provided that

- Your Car is not constructed or adapted to carry more than seven passengers (excluding the driver)
- the passengers are not being carried in the course of a business of carrying passengers
- the total contributions received for the journey concerned do not include an element of profit.

3. EMERGENCY ASSISTANCE

If, whilst in the course of a journey an accident or Theft occurs, for which cover is provided under this Motor Policy, and it is impossible for You to continue Your journey as a result of loss of or damage to Your Car, We will make a contribution to the cost of emergency over-night accommodation or taxi fare.

D. ADDITIONAL BENEFITS

What is the most We will pay?

1. MEDICAL EXPENSES

We will pay medical expenses up to £100 for each injured person as a direct result of an accident involving Your Car.

2. EMERGENCY ASSISTANCE

We will pay up to £50 per person, up to a total cost of £200 for emergency accommodation or up to £50 for taxi fare.

What is not covered

We will not pay the personal accident benefit for death or injury:-

- if the injured person is aged 70 years or more at the time of the accident
- if caused by deliberate self-injury, suicide or attempted suicide
- if at the time of the accident the injured person has an alcohol or drug content in the blood/urine in excess of the legal limit
- under more than one Motor Policy.
- if at the time of the accident any person was not complying with the law concerning wearing of seat belts.

What is not covered

Excess - You will have to pay for first £150 towards the cost of any loss or damage to the courtesy car resulting from an accidental cause, Fire, Theft or attempted Theft or malicious damage.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS
AND THE GENERAL EXCLUSIONS ON PAGES 11-14
OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTOR POLICY BOOK**

GENERAL CONDITIONS - The 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.
- 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.

It is a requirement of the Road Traffic Act 1988 that You return Your Certificate of Motor Insurance if Your Motor Policy is being cancelled.

Due to the short term nature of the policy, there will be no return of premium.

GENERAL CONDITIONS - The General Conditions apply to Your whole Motor Policy.**4. MAKING A CLAIM**

In the event of a claim covered by this Motor Policy, You must still pay the premium. If payment is not 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 Car 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.

5. CHANGES TO INFORMATION RELEVANT TO YOUR COVER

Due to the short term nature of this Insurance it is not possible to make changes or alterations to the cover once the Policy has been taken out.

6. 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.

7. CARE OF YOUR CAR

You or any other person covered by this Motor Policy must

- take all reasonable steps to protect Your Car from loss or damage
- keep Your Car efficient and in a roadworthy condition.

You must allow Us to examine Your Car at any reasonable time.

8. 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.

9. 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.

10. ARBITRATION

If Your Car 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.

GENERAL EXCLUSIONS The General Exclusions apply to Your whole Motor Policy.

What is not covered

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
- in the charge of or being driven by 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 take off and landing of aircraft, including the movement of aircraft on the ground and aircraft parking aprons and the associated service roads, refuelling areas and ground equipment parking areas
- driving other cars
- provision of a courtesy car.

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.

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.

GENERAL EXCLUSIONS The General Exclusions apply to Your whole Motor Policy.

What is not covered

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.

4. 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.

5. 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.

6. RALLIES, COMPETITIONS OR TRIALS

If any car which We cover is used in any

- rally
- competition
- 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.

ADVICE FROM MARKERSTUDY INSURANCE COMPANY 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 will deal with your claim.

Please call : 0844 874 0632

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 Car 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 You notify MARKERSTUDY INSURANCE COMPANY LIMITED of Your claim?

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

1. If You have been involved in an accident, or Your Car has been stolen or is damaged by Fire, You should contact the The Claim Service New Claim Notification Helpline who will advise You how to proceed. The free telephone numbers are shown at the front of this policy document and above.

You will be asked to do the following:-

- a) Supply as much information as You can concerning the Incident. This may be
 - completing a Motor Accident Report Form or Motor Theft Report Form, whichever is appropriate; or
 - telephoning The Claims Service directly who will then take any action necessary to deal with Your claim.
- b) Send a copy of Your driving licence, VRD, MOT Certificate & purchase receipts, if Your Car has been stolen.
- c) Send any communication You receive in connection with Your claim to The Claims Service. 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 Car, 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.

DAMAGE TO YOUR CAR

If Your motor insurance policy covers You for the cost of repairs to Your Car as the result of an accident, a Fire or a Theft, You should:-

Contact us on 0844 874 0632. We have access to a select nationwide network of garages who will

- arrange for Your damaged car to be collected
- leave a courtesy car for Your use whilst Your Car is being repaired
- repair Your Car and re-deliver it to You
- guarantee all repair work for 5 years

DATA PROTECTION AND SHARING INFORMATION WITH OTHER ORGANISATIONS

DATA PROTECTION

We are governed by the Data Protection legislation applicable in both the United Kingdom and Gibraltar. Under this legislation we are required to tell you the following information. It explains how we may use your details and tells you about the systems we have in place that allow us to detect and prevent fraudulent applications and claims. The savings that we make help us to keep premiums and products competitive.

INSURANCE ADMINISTRATION

Information you supply may be used for the purposes of insurance administration by the insurer and its agent, by re-insurers and your intermediary. In assessing any claims made, insurers may undertake checks against publicly available information such as electoral roll, county court judgement, bankruptcy or repossessions. Information may also be shared with other insurers either directly or via those acting for the insurer such as loss adjusters or investigators.

MOTOR INSURANCE DATABASE

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVLNl, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- Electronic Licensing
- Continuous Insurance Enforcement
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving

If you are involved in an accident (in the UK or abroad), insurers and/or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) 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.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration details are shown on the MID at www.askmid.com

FRAUD PREVENTION, DETECTION AND CLAIMS HISTORY

In order to prevent and detect fraud we may at any time share information about you with other organisations and public bodies including the Police. We may check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;

In addition we may undertake credit searches and conduct additional fraud searches.

CLAIMS HISTORY

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 to check information provided and also to prevent fraudulent claims. Under the conditions of your policy you must tell us about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to these databases. We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

OTHER INSURERS

We may pass information about you and this policy to other insurance companies with which we either reinsure our business or who are dealing with a claim made under this policy. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies may be located in countries outside the UK but within the European Economic Area ("EEA"). We may also share data with other group companies who may be located outside of the EEA.

SENSITIVE DATA

In order to access the terms of the insurance contract or administer claims which arise, we will need to collect data which the Data Protection Act defines as sensitive such as medical history or criminal convictions. We will not use this data except for the specific purpose for which you provide it and to provide the services described in your policy booklet.

On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions, or you'd like to find out more about this notice you can write to the Data Protection Officer.

