



Policy document for short term Learner Driver car insurance for Owner Drivers

*Underwritten by*



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# Contents

## **Important Customer Information**

What to do in the event of an accident and Claims Helpline

## **Introduction**

## **Definitions**

## **Insurance provided – guide to policy cover**

Section A – Loss of or damage to the insured car

Section B – Loss of or damage to the insured car by fire and theft

Section C – Liability to other people

Section D – Foreign use of the insured car

## **General Exceptions**

## **General Conditions**

**Endorsements – only applicable if shown on your policy schedule**

**Our service commitment**

**Data Protection and sharing information with other organisations**

## IMPORTANT CUSTOMER INFORMATION

You should keep a complete record of all information (including copies of letters) supplied to us in taking out this insurance.

So that you understand what you are covered for, please read this policy, the policy schedule (which may make reference to endorsements) and the certificate of motor insurance very carefully. You should pay special attention to the general exceptions and general conditions of this policy.

If you have any questions, or any of the details are incorrect you should notify us immediately via your insurance intermediary.

### **Notification of changes which may affect your insurance**

To keep your insurance up to date please tell us straight away via your insurance intermediary about changes which may affect your cover.

Some examples are:

- You pass your driving test
- Someone who drives the car gets a motoring or other conviction or licence endorsement or suffers from a medical condition or has a claim on another policy.
- The car is changed or modified from the manufacturer's standard specification or you intend to change or modify it (including the addition of optional fit accessories such as spoilers, skirts, alloy wheels etc).
- The car is involved in an accident no matter how trivial.

This is not a full list and if you are in any doubt you should advise your insurance intermediary for your own protection. If you do not tell us about changes, your insurance may not cover you fully or at all.

## IF YOU HAVE AN ACCIDENT

Regardless of blame it is important that you take the following action:

### Stop:

Stop as soon as possible, in a safe place (if you have a warning triangle, place it well before the obstruction). If anybody has been injured, call the police and ambulance service.

### Sketch:

Make a quick sketch of the direction and final position of each vehicle (it is worth keeping a pen and paper in your car).

### Note down:

You will need to make a note of:

- The vehicle registration number, name, address and telephone number of any other drivers involved in the accident.
- The number of passengers in each vehicle.
- The name and address of anyone who is injured (or suggesting they have been injured).
- The name, address and telephone number of any witnesses to the accident.
- The name, telephone number and constabulary of any police officer who attends the accident.

### Take a photo:

If you have a mobile phone with you and it is fitted with a camera, try and take photographs to support the positions of the vehicles and the extent of damage.

### Provide:

You must give your own details to anyone who has reasonable grounds for requesting them.

### DO NOT:

Do not admit responsibility, either verbally or in writing. Instead, ask any other person involved in the accident to contact us on the 24 hour claims helpline number below.

By getting the other person(s) involved in the accident to ring the 24 hour helpline you will give him/her the opportunity of obtaining our assistance in progressing repairs and assisting with the provision of a courtesy vehicle if the circumstances of the accident warrant this.

If for any reason you have not been able to exchange details with other drivers or owners of property or you were in collision with an animal, you must report the accident to the police as soon as possible and certainly within 24 hours of the accident.

## CALL THE 24 HOUR CLAIMS HELPLINE ON - 0344 705 8183

**After any accident or incident you must call our 24 hour Claims Helpline as quickly as possible following the incident (this must be within 24 hours of the incident but ideally within 1 hour). This is regardless of whether you wish to make a claim under the policy or not. Delay in notification of an incident to us may invalidate your right to claim.**

**Please quote your policy number and give all relevant information about the incident. If your claim is due to theft, attempted theft or vandalism you must also inform the Police and obtain a crime reference number.**

The benefits you receive will depend on the level of policy cover you selected but can include:-

- FREE collection and re-delivery
- FREE car cleaning service
- Repairers' work guaranteed for three years.

We will deal with your claim and claims made against you, as quickly and fairly as possible. Please read the General Conditions in this policy document.

For our joint protection telephone calls may be recorded and monitored by us.

## Introduction

Thank you for choosing to purchase a Markerstudy Private Car Insurance policy through [insurelearnerdriver.co.uk](http://insurelearnerdriver.co.uk)

This policy document is evidence of a legally binding contract of insurance between you (the Insured) and us (Markerstudy Insurance Company Limited). This contract is entered into on the basis that you have taken all reasonable care to answer all questions asked honestly, accurately and to the best of your knowledge and that any other information given either verbally or in writing by you or on your behalf at the time you applied for insurance is also complete and has been given honestly and to the best of your knowledge and belief. The information that you have given to us is shown on your signed proposal form, or statement of fact or statement of insurance but will also include further information given either verbally or in writing by you or on your behalf at the time you applied for insurance.

You must read this policy, the schedule and the certificate of motor insurance together. The schedule tells you which sections of the policy apply. Please check all three documents carefully to make certain they give you the cover you want.

We have agreed to insure you under the terms, conditions and exceptions contained in this policy document or in any endorsement applying to this policy document. The insurance provided by the policy document covers any liability loss or damage that may occur within the geographical limits of the policy during any period of insurance for which you have paid, or agreed to pay the premium.

Nobody other than you (the Insured) and us (Markerstudy Insurance Company Limited) has any rights that they can enforce under this contract except for those rights that they have under road traffic law in any country in which this insurance applies.

Unless specifically agreed otherwise, this insurance shall be subject to English Law.

The terms and conditions of this policy and all other information concerning this insurance are communicated to you in the English language and we undertake to communicate in this language for the duration of the policy.



Gary Humphreys  
Underwriting Director

Markerstudy Insurance Company Limited and/or its co-Insurers whose names and addresses are available upon request. Authorised Insurers, registered in Gibraltar No 78789. Registered Office: 846-848, Europort, Gibraltar

Markerstudy Insurance Company Limited is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting insurance business in the UK (Number 206322).

Markerstudy Insurance Company Limited is a member of the Association of British Insurers

### Several Liabilities Notice

The obligations of Markerstudy Insurance Company Limited and its co-insurers under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each insurer's individual subscription. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurer's obligations.

The Financial Services Compensation Scheme covers this policy. You may be entitled to compensation from this scheme if we cannot meet our liabilities under this policy. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning 0207 741 4100.

## Definitions

The words or phrases shown below have the same meaning whenever they appear in this policy document or in the certificate of motor insurance, policy schedule or endorsements.

### Approved repairer

A motor vehicle repairer that is a member of **our approved repairer** network and is authorised by **us** or **our** representative to repair the **insured car** following a valid claim under Section A or Section B of this insurance.

### Certificate of Motor Insurance

A document, which is legal evidence of **your** insurance and is required by law and forms part of this contract of insurance. It shows the **insured car's** registration number, who may drive it and what it may be used for. The **Certificate of Motor Insurance** must be read with this policy document.

### Endorsements

A change in terms of this insurance, which replaces or alters the standard insurance wording.

### Excess

An amount **you** have to pay towards the cost of a claim under this insurance. **You** have to pay this amount regardless of the circumstances leading to the claim.

### Geographical limits

The United Kingdom of Great Britain & Northern Ireland, the Isle of Man and the Channel Islands.

### 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.

### Insured car

The **insured car** - details and registration number of which are shown in the **Policy Schedule**. The insured car must be owned by the policyholder and registered in his/her name. Permanently fitted accessories (other than **in-car entertainment, communication and navigation equipment**) are included within this definition.

### In-car entertainment, communication and navigation equipment

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

### Market value

The value of the **insured car** at the time of loss or damage compared with one of the same make, model and condition. If the **insured car** was first registered as new in a country other than the United Kingdom any assessment of **market value** will take into account that the car has been individually imported into the United Kingdom but will not include any delivery costs incurred at the time of importation. The **market value** will be assessed by an automotive engineer in conjunction with the published trade guides at the time of loss.

### Period of insurance

The period between the effective date and expiry date shown on the **Policy Schedule**

### Policy schedule

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

### Proposal form

The application for insurance and declaration completed by **you** or on **your** behalf. **We** have relied on the information provided on this form in entering into this contract of insurance.

### Statement of Fact or Statement of Insurance

The form that shows the information that **you** gave **us** or that was given on **your** behalf at the time **you** applied for insurance. **We** have relied on the information provided on this form in entering into this contract of insurance.

**Terrorism**

**Terrorism** as defined in the Terrorism Act 2000.

**We/Us/Our**

Markerstudy Insurance Company Limited and/or its co-insurers whose names and addresses are available upon request.

**You/Your**

The insured policyholder named in the **Policy Schedule** or **Certificate of Motor Insurance**.

## **Insurance provided – guide to policy cover**

The level of cover provided by this insurance is shown on **your Policy Schedule**. The sections of this Private Car Insurance Policy are as shown below. Cover is subject to any **endorsement** shown on your **Policy Schedule**.

### **Comprehensive**

Sections A, B, C & D of this Learner Driver Car Insurance Policy apply.

The General Exceptions and General Conditions of this Owner Learner Driver Car Insurance Policy apply to all levels of cover.

# Policy Section A

## Loss of or damage to the insured car

### What is covered

**We** will cover **you** against loss or damage to **the insured car** (less any **excess** that applies) caused accidentally or as a result of malicious damage or vandalism (malicious fire damage is covered by Section A of this policy). Loss or damage more specifically covered under Section B of this policy is excluded.

Cover also applies under this section while **the insured car** is in the custody of a member of the motor trade for servicing or repair.

### Under this section we may either:-

- pay for the damage to be repaired, or
- with **your** agreement provide a replacement car, or
- pay an amount of cash equivalent to the loss or damage.

### The most we will pay will be either:-

- **the market value** of the **insured car** immediately before the loss but only up to a maximum amount of £20,000, or
- the cost of repairing **the insured car**,

whichever is the lower.

If **the insured car** 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 car.

If **the insured car** is deemed to be beyond economical repair the damaged car becomes **our** property once a claim is met under the policy. **You** must send **us** the vehicle registration document, MOT certificate and the **Certificate of Motor Insurance** for **the insured car** before **we** are able to meet the claim.

If **the insured car** is the subject of a Hire Purchase Agreement **we** will pay up to the amount defined above under 'the most **we** will pay'. This payment will be made to the owner, whose receipt shall be a discharge of any claim under this section.

### In-car entertainment, communication and navigation equipment

**We** will pay an amount of no greater than £300 after the deduction of any **excess** that applies in respect of any one occurrence for loss of or damage caused to permanently fitted **in-car entertainment, communication and navigation equipment**.

However, if this equipment forms part of the original vehicle specification and was fitted by the vehicle manufacturer or their authorised dealer at the time **the insured car** was first registered from new, the amount of cover for any one occurrence will be increased to a maximum of £750 after the deduction of any **excess**.

Any amount payable in respect of **in-car entertainment, communication and navigation equipment** will not exceed the value of the equipment at the time of the loss or damage after making a reasonable deduction for wear and tear.

### Repairs

Repairs are normally undertaken by **our approved repairer**.

If **you** choose to use an alternative repairer

- **you** will be responsible for paying the first £750 of each claim (in addition to any other **excess** shown elsewhere in this policy booklet or on **your Policy Schedule**), and
- **we** will not guarantee the work after **you** have signed a customer satisfaction note and the **insured car** has been returned to **you** by the repairer.

For any work undertaken by an alternative repairer **we** will not pay more than the cost of repairs had the work been undertaken by **our approved repairer**. In these circumstances **we** may at our option settle the claim for repairs to the **insured car** by making a cash payment for the amount quoted by **our approved repairer** less the **excess** which applies to the claim.

If parts required for repairing **the insured car** are not available in the United Kingdom **our** liability for those parts shall not exceed the manufacturers' last United Kingdom list price or if not listed the price of those parts for the nearest comparable car available in the United Kingdom. **We** will not pay the cost of importing parts that are not available in the United Kingdom.

**We** may at **our** option use parts that have not been supplied by the original manufacturer to repair **the insured car**. These parts will be subject to the **approved repairer's** guarantee.

**We** will not pay the cost of any repair or replacement which improves the **insured car** to a better condition than it was in before the loss or damage. If this does happen **you** must make a contribution towards the cost of repair or replacement. **You** may be required to contribute to the cost of replaced items such as exhausts or tyres.

## Excess

**You** will be responsible for paying the first £750 of any claim made under this section of the policy.

This amount will be increased by a further £500 if

- the claim results from the **insured car** being in a collision with another vehicle and we are unable to trace the responsible third party, or
- the claim results from the **insured car** being in a collision but no other vehicle is involved, or
- the claim for loss or damage to the **insured car** does not involve a collision and there is no responsible party from whom we can seek a recovery.

The amounts shown above are in addition to any other **excesses** which are shown on the **Policy Schedule** or elsewhere in this policy booklet.

## Protection and Recovery

If the **insured car** cannot be driven following an incident leading to a valid claim under this section, **we** will pay:

- the cost of its protection and removal to the nearest **approved repairer**, competent repairer or nearest place of safety, and
- the reasonable cost of re-delivery after repairs to **your** home address, and
- the cost of storage of the **insured car** incurred with **our** written consent.

If the **insured car** is damaged beyond economical repair **we** will arrange for it to be stored safely at premises of **our** choosing.

**You** should remove **your** personal belongings from the **insured car** before it is collected from **you**.

In the event of a claim being made under the policy **we** have the right to remove the **insured car** to an alternative repairer or place of safety at any time in order to keep the cost of the claim to a minimum.

## Guidance Notes – Flood Advice

- If possible move your car to a safer place out of the reach of floodwater before the flood strikes (e.g. to higher ground).
- Do not attempt to drive your car through floodwater as it is inevitable that this will damage your engine particularly if your car has a diesel engine or turbo charger. The policy does not pay for electrical faults and these are also likely to occur if you do drive through floodwater.
- If your car is submerged do not try to start the engine. If possible get your car pushed or towed out of the water and allow it to dry out. You may be lucky and the water may not have penetrated sufficiently to ruin the engine.

Repairs to your car resulting from flood damage are covered if your policy is comprehensive but claims will be subject to the policy excesses. A comprehensive policy will also pay for towing and damage to upholstery, carpets and stereo systems resulting from flooding but only up to the limits shown overleaf.

## Policy Section B

### Loss of or damage to the insured car by Fire and Theft

#### What is covered

**We** will cover **you** against loss of or damage to the **insured car** (less any **excess** that applies) caused by fire (other than fire by vandalism or malicious intent), lightning, explosion, theft or attempted theft.

Cover also applies under this section while the **insured car** is in the custody of a member of the motor trade for servicing or repair.

#### Under this section we may either:-

- pay for the damage to be repaired, or
- with **your** agreement provide a replacement car, or
- pay an amount of cash equivalent to the loss or damage.

#### The most we will pay will be either:-

- **the market value** of the **insured car** immediately before the loss but only up to a maximum amount of £20,000, or
- the cost of repairing the **insured car**,

whichever is the lower.

If the **insured car** 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 car.

If the **insured car** 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 the policy. **You** must send **us** the vehicle registration document, MOT certificate and the **Certificate of Motor Insurance for the insured car** before **we** are able to meet the claim.

If **the insured car** is the subject of a Hire Purchase Agreement **we** will pay up to the amount defined above under 'the most **we** will pay'. This payment will be made to the owner, whose receipt shall be a discharge of any claim under this section.

## **In-car entertainment, communication and navigation equipment**

**We** will cover **you** for loss of or damage caused to permanently fitted **in-car entertainment, communication or navigation equipment** caused by fire (other than fire by vandalism or malicious intent), lightning, explosion, theft or attempted theft.

The most **we** will pay is an amount of no greater than £300 after the deduction of any **excess** that applies in respect of any one occurrence for loss of or damage.

However, if this equipment forms part of the original vehicle specification and was fitted by the vehicle manufacturer or their authorised dealer at the time **the insured car** was first registered from new, the amount of cover for any one occurrence will be increased to a maximum of £750 after the deduction of any **excess**.

Any amount payable in respect of **in-car entertainment, communication and navigation equipment** will not exceed the value of the equipment at the time of the loss or damage after making a reasonable deduction for wear and tear.

## **Repairs**

Repairs are normally undertaken by **our approved repairer**.

If **you** choose to use an alternative repairer

- **you** will be responsible for paying the first £250 of each claim (in addition to any other **excess** shown elsewhere in this policy booklet or on **your Policy Schedule**), and
- **we** will not guarantee the work after **you** have signed a customer satisfaction note and the **insured car** has been returned to **you** by the repairer.

For any work undertaken by an alternative repairer **we** will not pay more than the cost of repairs had the work been undertaken by **our approved repairer**. In these circumstances **we** may at our option settle the claim for repairs to the **insured car** by making a cash payment for the amount quoted by **our approved repairer** less the **excess** which applies to the claim.

If parts required for repairing the **insured car** are not available in the United Kingdom **our** liability for those parts shall not exceed the manufacturers' last United Kingdom list price or if not listed the price of those parts for the nearest comparable car available in the United Kingdom. **We** will not pay the cost of importing parts that are not available in the United Kingdom.

**We** may at **our** option use parts that have not been supplied by the original manufacturer to repair the **insured car**. These parts will be subject to the **approved repairer's** guarantee.

**We** will not pay the cost of any repair or replacement which improves the **insured car** to a better condition than it was in before the loss or damage. If this does happen **you** must make a contribution towards the cost of repair or replacement. **You** may be required to contribute to the cost of replaced items such as exhausts or tyres.

## Excess

You will be responsible for paying the first £250 of any claim made under this section of the policy.

The amount shown above is in addition to any other **excesses** which are shown on the **Policy Schedule** or elsewhere in this policy booklet.

## Protection and Recovery

If the **insured car** cannot be driven following an incident leading to a valid claim under this section, **we** will pay:-

- the cost of its protection and removal to the nearest **approved repairer**, competent repairer or nearest place of safety, and
- the cost of re-delivery after repairs to **your** home address, and
- the cost of storage of the **insured car** incurred with **our** written consent.

If the **insured car** is damaged beyond economical repair **we** will arrange for it to be stored safely at premises of **our** choosing.

You should remove **your** personal belongings from the **insured car** before it is collected from **you**.

In the event of a claim being made under the policy **we** have the right to remove the **insured car** to an alternative repairer or place of safety at any time in order to keep the cost of the claim to a minimum.

## Guidance Notes - Preventing Crime

- Don't give criminals an easy ride. Car crime makes up 20% of all recorded crimes in the UK.
- Most thefts can be prevented – and it's in your interest and ours to take some simple precautions. Most things are common sense.
- Lock your car and remove your ignition key when leaving it for even a short time e.g. at a petrol station or cashpoint.
- Vehicle thieves often steal the keys first especially if the vehicle has an immobiliser and break into houses just to access keys to steal the car. Always keep keys secure even inside your home (do not leave keys where a burglar can easily find them such as on a shelf or hook).
- Do not keep items such as the car registration document, service book, MOT certificate or insurance certificate in the car and never leave any valuables on view in the car. You should remove items such as CD players, Radios/MP3 players & portable satellite navigation equipment whenever possible.
- Use good-quality locks and security devices.
- Park in a secure place if you can. If you have a garage, use it and lock it.

## What is not covered

### Exceptions to Sections A & B:

These sections of **your** insurance policy do not cover the following:

- The amount of any **excess** shown in the **Policy Schedule** or in this policy document or both.
- Indirect losses which result from the incident that caused **you** to claim, For example, **we** will not pay compensation for **you** not being able to use the **insured car**.
- Wear and tear, mechanical or electrical breakdown including failure of any equipment, integrated circuit, computer chip, computer software or computer related equipment and failure or breakages of any part due to application of brakes or road shocks.
- Depreciation or loss of value following repairs.
- Loss of or damage to the **insured car** arising from the vehicle being taken by a person:
  - 1) who is not permitted to drive under the **Certificate of Motor Insurance** or is excluded by **endorsement**, and
  - 2) who is also **your** employee or a member of **your** family or household or in a close personal relationship with **you** or **your** family or household.
- Loss suffered due to any person obtaining any property by fraud or deception, for example a purchaser's cheque not being honoured by their bank.
- Loss or damage to the **insured car** where possession of it is gained by deception on the part of someone pretending to be a buyer or someone pretending to act on behalf of a buyer.
- Loss or damage caused by pressure waves from aircraft or any flying object.
- Loss of or damage to keys, lock or ignition activators, alarm or immobiliser activators
- Repairs, re-programming or replacement of any component, including locks on **the insured car**, consequent upon the loss of or damage to the car's keys, lock or ignition activators or alarm or immobiliser activators
- Loss of or damage to the **insured car** and/or **in-car entertainment, communication and navigation equipment** while **you** are not in the car arising from theft or attempted theft when:-
  - 1) ignition keys have been left in or on the **insured car**, or
  - 2) the **insured car** has not been secured by means of door and boot lock, or
  - 3) any window or any form of sliding or removable roof or hood have been left open or unlocked, or
  - 4) the **insured car** is fitted with a manufacturer's standard security device and the device is not operational or is not in use.
- Loss or damage caused by an inappropriate type or grade of fuel being used.
- Confiscation, requisition or destruction by or under the order of any Government or Public or Local Authority.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Any loss or damage caused deliberately by **you** or by any person who is driving the **insured car** with **your** permission.

## Policy Section C

### Liability to other people

#### What is covered

##### Use of the insured car

We will cover the categories of people listed below for their legal liability for death, bodily injury or damage to property arising out of the use of the **insured car** or an attached trailer or caravan:-

- **You**, and
- any person permitted to drive the **insured car** under the **Certificate of Motor Insurance** who is driving with **your** permission, and
- any passenger in the **insured car**, and
- **any person using (but not driving) the insured car** for social domestic and pleasure purposes with **your** permission, and
- the employer or business partner of any person named as a permitted driver on **your Certificate of Motor Insurance** in the event of an accident occurring while the **insured car** is being used for business by that named person as long as **your Certificate of Motor Insurance** allows business use by such person, and
- the legal representatives of any person who would have been covered under this section.

##### 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 £20,000,000. The most **we** will pay in costs for any one property damage claim or series of property damage claims arising out of any one event is £5,000,000.

##### Legal Costs

If there is an accident that is covered under this insurance **we** may at our absolute discretion consider payment in respect of the following legal costs:

- solicitors fees for representing **you** at any fatal accident enquiry, Coroner's, Magistrates or similar court, and
- the reasonable cost of legal services to defend **you** against a charge of manslaughter or causing death by dangerous or reckless driving.

If **we** agree to pay these costs under this policy the choice and appointment of legal representation and the extent of any assistance that **we** provide will be entirely at **our** discretion. There will be no agreement to pay these costs unless **we** have confirmed this to **you** in writing.

##### Emergency Medical Treatment

**We** will pay emergency treatment charges required by the Road Traffic Acts.

#### What is not covered

##### Exceptions to Section C

**We** shall not be liable:-

- if the person claiming is otherwise insured, or
- for loss or damage to property belonging to or in the care of any person insured under this section or for not being able to use any such property, or
- for damage to the **insured car** or property in it or being conveyed in it or for not being able to use any such property, or
- for loss or damage to any trailer or caravan being towed by the **insured car** or for not being able to use any such trailer or caravan, or
- if the death of or bodily injury to any person covered under this section arises out of or in the course of his/her employment except where such liability must be covered under the Road Traffic Acts, or
- for death or bodily injury to any person being carried in or on any trailer or caravan, or
- if a person who was not driving makes a claim and he/she knew that the person driving did not hold a valid driving licence, or
- for any loss or damage caused deliberately by **you** or by any person who is driving the **insured car** with **your** permission.

## Policy Section D

### Foreign Use of the Insured Car

#### What is covered

##### Legal minimum insurance

**While the insured car** is in

- any country which is a member of the European Union (EU), or
- any other country in respect of which the European Commission is satisfied has made arrangements to meet the requirements of Article 7(2) of EU Directive 72/166/CEE relating to civil liabilities arising from the use of motor vehicles

this policy provides the minimum level of cover in respect of liability which is legally insurable in the country concerned. This legal minimum insurance does not include cover for loss of or damage to the **insured car**.

**The exceptions applying to sections A, B & C of this insurance also apply to this section.**

#### Guidance Notes – Foreign Travel

EU legislation requires that all motor insurance policies issued in the UK provide the legal minimum cover in all EU member countries.

**However you are reminded that the holder of a provisional licence is not allowed to drive abroad and therefore cover will never be effective under this section of your Owner Learner Driver Car Insurance Policy..**

## General Exceptions

### THESE GENERAL EXCEPTIONS APPLY TO THE WHOLE OF THE INSURANCE

#### What is not covered

1. Any liability, loss or damage arising while any car covered by this insurance is being:
  - 1.1 used for a purpose which is not permitted or is excluded by the **Certificate of Motor Insurance**, or
  - 1.2 used on the Nurburgring Nordschleife or any race track, racing circuit or prepared course unless **you** have told **us** about this and **we** have agreed to provide cover, or
  - 1.3 driven by, is in the charge of or was last in the charge of anyone not permitted to drive by **your Certificate of Motor Insurance** or temporary cover note or who is excluded by **endorsement**, or
  - 1.4 driven by, is in the charge of or was last in the charge of anyone including **you** who is disqualified from driving or has never held a licence to drive a vehicle or is prevented by law from having a licence, or
  - 1.5 driven by any person who holds or last held a provisional driving licence unless that person is accompanied by a full licence holder aged between 25 and 72 years of age and the accompanying full licence holder has held a full driving licence for at least 3 years, or
  - 1.6 driven by, is in the charge of or was last in the charge of any person who does not meet the terms or conditions of his/her driving licence
  - 1.7 used in an unsafe condition or while carrying an insecure load or while carrying a number of passengers that is likely to affect the safe driving of the vehicle, or
  - 1.8 driven by **you** or any person insured to drive, should it be proved to **our** satisfaction that the driver was under the influence of alcohol or drugs at the time of such loss or damage occurring. A conviction under the relevant law (including a conviction for failing to supply a specimen of breath, blood or urine) shall be deemed to be conclusive evidence that the driver at the time of the loss or damage was under the influence of alcohol or drugs.

#### General Exception 1 will not apply

- if the **insured car** has been stolen or taken away without **your** permission, or
  - if the **insured car** is in custody of a garage for repair or servicing, or
  - under General Exception 1.1 only, while the **insured car** is being used for car sharing purposes as defined in General Condition 9 of this policy.
2. Any liability loss or damage that occurs outside of the **geographical limits** of this policy other than the legal minimum cover provided under Section D of this policy.

Additionally **we** will not make any payments in respect of any proceedings brought against you or judgement passed in any court outside of the **geographical limits**, unless the proceedings or judgement arise out of **your** vehicle being used in a foreign country which **we** have agreed to extend this insurance to cover and the proceedings or judgement are brought in such country.
  3. Any liability **you** have accepted under an agreement or contract unless **you** would have had that liability anyway.
  4. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:
    - ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
    - the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.
  5. Any consequence of war invasion or act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

6. Death, bodily injury, loss, damage and/or liability arising during (unless **you** prove that it was not occasioned thereby) or in consequence of
  - earthquake
  - riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands.
7. Liability in respect of
  - accident, loss or damage to any aircraft, or
  - death or bodily injury arising in connection with accident loss or damage to any aircraft, or
  - any other loss indirectly caused by such accident loss or damage to any aircraft incurred caused or sustained while any vehicle covered by this insurance is in or on any airport or airfield.
8. Liability, loss or damage resulting from pollution or contamination however caused, other than as required by the law of any country in which **we** have agreed to provide cover under this policy.
9. Any liability loss or damage caused by acts of **terrorism** apart from the minimum level of cover **we** must provide by law.

# General Conditions

## THESE GENERAL CONDITIONS APPLY TO THE WHOLE OF THE INSURANCE

### 1. Payment of Premium, Keeping to the Policy Terms & Avoiding Misrepresentation

We will only provide the cover described in this insurance policy if:-

- **you** have paid the premium for the current **period of insurance**, and
- **you** or any person claiming protection has kept to all of the terms and conditions of this policy (including those applied by **Endorsement**) as far as they can apply, and
- in entering into this contract **you** have taken all reasonable care in answering all questions in relation to this insurance honestly and to the best of your knowledge.

**Your** premium is based on information **you** supplied at the start of the insurance, subsequent alteration or renewal. **You** must tell **us** via **your insurance intermediary** immediately of any change to that information, some examples are any changes to the **insured car** which improve its value, attractiveness to thieves, performance or handling, any change of car, change of occupation (including part-time), change of address (including where car is kept), change of drivers, if **you** or any drivers pass your driving test or sustain a motoring or non-motoring conviction or licence endorsement or there is a change of main driver.

Under the Consumer Insurance (Disclosure and Representations) Act 2012 **your** failure to take reasonable care to avoid misrepresentation in relation to the information provided could result in **your** policy being cancelled or **your** claim being rejected or not fully paid.

**If you or anyone acting on your behalf knowingly commit a fraudulent act or submit a fraudulent document or make a fraudulent statement or exaggerate any claim made under the policy, we will not pay the claim and cover under this and all other insurances currently in force with us with which you are connected will cease immediately. You will not be entitled to any refund of premium under any policy.**

### 2. Looking After Your Car

**You** or any permitted drivers are required to maintain the **insured car** in a roadworthy condition. **You** or any person in charge of the **insured car** are required to take all reasonable care to safeguard it and its contents from loss or damage, for example the car should not be left unlocked.

**We** shall at all times be allowed free access to examine the **insured car**.

### 3. Having an MOT Certificate

There must be a valid Department for Transport test certificate (MOT) in force for the **insured car** if one is needed by law. In the absence of a valid Department for Transport test certificate (MOT) all cover under sections A and B of this insurance is cancelled and of no effect.

### 4. Accidents or Losses

In the event of an accident or incident likely to give rise to a claim which is covered under the policy, **you** must as soon as possible telephone **our 24 hour claims helpline (this must be within 24 hours of the incident occurring)**. **Please also refer to Page 3 of this policy booklet 'If you have an accident' for further guidance.**

If the loss or damage is covered under the policy, the claims helpline operator will make arrangements to remove **the insured car** to the nearest **approved repairer**, competent repairer or place of safety, and safeguard the **insured car** and its contents.

**We** will not pay for further damage to the **insured car** if **you** drive it or attempt to drive it in a damaged condition.

**If your claim is due to theft, attempted theft, malicious damage or vandalism, you must also notify the police and obtain a crime report number.**

**We** have the right to remove **the insured car** at any time to keep claims costs to a minimum. If the **insured car** is damaged beyond economical repair **we** will arrange for it to be stored safely at premises of **our** choosing.

If **we** ask to examine driving licences and vehicle documentation before agreeing to settle a claim under this policy **you** must supply this documentation before **we** can proceed with the settlement.

Any indication of a claim against **you** must be notified to **us** as soon as possible. Any writ or notification of civil or criminal proceedings should be sent to **us** by recorded delivery immediately.

**We** shall be entitled to take over and conduct the defence or settlement of any claim or prosecute any claim in the name of any person covered by this insurance.

## 5. Claims Procedures

No admission of liability, payment or promise of payment shall be made or given by **you** or any person on **your** behalf. No proceedings may be commenced against, or settlement accepted from, any other party without **our** written consent.

**We** shall have discretion in the conduct of any proceedings or in the settlement of any claim.

**You** must give **us** whatever co-operation, information and assistance **we** require in dealing with any claim under this policy.

If there is any other insurance in force which covers the same loss, damage or liability as this insurance, **we** will only pay **our** proportionate share of the claim.

## 6. Cancellation

### 6.1 Statutory reflection period

#### a) Policies of less than one calendar month's duration

Policies issued for less than one calendar month are not subject to a 'cooling off' period.

#### b) Policies of more than one calendar month's duration

As long as **you** take out cover for more than 28 days this insurance provides **you** with a reflection period to decide whether **you** wish to continue with the full policy. The reflection period is for 14 days from the date **you** receive **your** policy documentation.

If a period of less than 14 days has elapsed since **you** received **your** policy documentation, and **you** have not made a total loss claim, **you** have the right to cancel the policy and receive a refund of premium for the unexpired period of insurance. **You** must return **your certificate of motor insurance** or provide us with an electronic declaration of surrender in accordance with Section 147 of the Road Traffic Act 1988 before **we** can proceed with the cancellation.

- If at the date of cancellation **your** policy has not yet commenced **you** will receive a full refund from **us**; or
- If **your** policy has already commenced, **you** will receive a full refund from **us**, less a proportionate amount for the period of cover provided. An administration charge will be £50 + IPT will also apply.

### 6.2 Cancelling the policy after the reflection period

#### Cancellation by Us

**We** or **your insurance intermediary** can cancel this policy by giving **you** 7 days notice in writing to **your** last address notified to **us**. **You** must return **your current certificate of motor insurance** to **us** or provide **us** with an electronic declaration of surrender within 7 days to comply with Section 147 of the Road Traffic Act 1988.

Owing to the nature of this short period policy and associated administration costs, there is no refund of any monies paid in the event of the policy being cancelled.

### **Non-payment of premium**

When cancellation follows **your** failure to pay the full premium, this policy will be cancelled with immediate effect. There will be no refund of premium allowable. **We** may at **our** discretion reduce any claims payment by the amount of outstanding or overdue premiums that **you** owe **us**.

### **Cancellation by You**

**You** or **your insurance intermediary** can cancel this policy by giving **us** 7 days' notice in writing and either returning **your certificate of motor insurance** or providing **us** with an electronic declaration of surrender in accordance with Section 147 of the Road Traffic Act 1988.

Owing to the nature of this short period policy and associated administration costs, there is no refund of any monies paid in the event of the policy being cancelled.

## **Guidance Notes – Policy Cancellation**

**Other than the refund of premium in connection with the 'statutory' requirements (policies of more than one calendar month's duration) there is no refund of premium available under any policy.**

**Any charges levied by your insurance intermediary will be in accordance with the terms and conditions agreed between you and them at the time you arranged this insurance.**

**In all circumstances the Certificate of Motor Insurance or an electronic declaration of surrender must be submitted to us when a policy is cancelled. Failure to return the Certificate of Motor Insurance or forward an electronic declaration of surrender is an offence under the Road Traffic Act and a prosecution may result.**

**The policy can only be cancelled from the date the Certificate of Motor Insurance or electronic declaration of surrender is received by us.**

### **7. Total Losses**

If as a result of a claim the **insured car** is determined to be a total loss this policy will cease without refund.

### **8. Right of Recovery**

- If under the laws of any country in which this insurance applies, **we** have to make payments which but for those laws would not be covered by this policy, **you** must repay the amounts to **us**.
- **You** or the person who caused the accident must also repay **us** any money **we** have to pay because of any agreement **we** have with the Motor Insurers' Bureau.

Any payment **we** make under this condition will mean that there will be no entitlement to a return of premium if the policy is cancelled or declared void.

### **9. Car Sharing**

This policy allows **you** to carry passengers for social or similar purposes and **your** receipt of a mileage allowance or a payment by a passenger towards the cost of fuel will not invalidate cover as long as:

- **you** do not make a profit from the car sharing arrangement, and
- **your** car is not adapted to carry more than seven people (including the driver) and
- **you** are not carrying passengers as customers of a passenger-carrying business.

## 10. Vehicle ownership

**We** will only provide the cover described in this insurance policy if the **insured car** is owned by **you** and registered in **your** name,



## The endorsements shown below apply to and form part of your policy:

### Endorsement DR02: Permitted Drivers and Accompanying Persons – Age, period and type of licence held

#### Tuition Cover

This policy is normally only operative whilst the **insured car**

- is being driven by; or
- is in the charge of; or
- was last in the charge of for the purpose of being driven by

the provisional licence holder named on the **Certificate of Motor Insurance** whilst such person is undergoing driving tuition.

For tuition cover to be effective the named provisional licence holder must be between 17 and 40 years of age at the commencement of the **policy period** during which any incident leading to a claim under the policy occurs.

Tuition Cover is only in force whilst the named provisional licence holder is accompanied by a qualified accompanying person. For cover to be effective the accompanying person must:

- hold and have held a full driving licence issued by the United Kingdom or other member country of the European Union or EEA to drive such a vehicle for a period of at least 3 years; and
- be over 25 and under 72 years of age.

Alternatively a Driver and Vehicle Standards Agency approved driving instructor or a qualified DVSA Examiner will be regarded as an acceptable accompanying person for the purposes of this endorsement.

#### Emergency Cover

In exceptional circumstances resulting in the named provisional licence holder being unable to continue to drive the **insured car** whilst undergoing driving tuition the policy will provide cover for the accompanying person to drive.

For cover to be effective the accompanying person must:

- hold and have held a full driving licence issued by the United Kingdom or other member country of the European Union to drive such a vehicle for a period of at least 3 years; and
- be over 25 and under 72 years of age.

Alternatively a Driver and Vehicle Standards Agency approved driving instructor or a qualified DVSA Examiner will be regarded as an acceptable accompanying person for the purposes of this endorsement.

This emergency cover is only provided to allow:

- the completion of the specific journey; or
- the return of the **insured car** to the policyholder's home/its normal garaging address.

This emergency cover will only apply whilst the named provisional licence holder remains as a passenger in the **insured car** at all times that the accompanying person is driving the vehicle.

**Endorsement E036: Cessation of Cover – Driving Test Passed**

The cover provided by this policy will cease immediately **you** (the insured policyholder) pass **your** driving test other than to provide a temporary period of cover for no more than 3 hours after passing your driving test to enable the **insured car** to be returned to its normal garaging address. In this event **you** must return the **certificate of motor insurance** to **us** for cancellation.

**Except as expressly amended by the Endorsements listed above and shown on your Policy schedule the cover provided by this insurance remains subject to the terms, general conditions and general exceptions of this policy.**

## Our Service Commitment

### What to do if you have a complaint

We are dedicated to delivering a first class level of service to all of our 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 arises and cannot be resolved by reference to your insurance intermediary the following explains the procedures for resolving your complaint:**

The resolution of complaints in relation to your policy (or any claim made under it) is delegated to our service providers in the United Kingdom, Markerstudy Limited. If you have a complaint, please contact our service providers at the address below:

Markerstudy Customer Relations  
Markerstudy Limited  
PO Box 727  
Chesterfield  
S40 9LH

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

When contacting Markerstudy Limited please provide:

- A policy number and/or claim number
- An outline of your complaint
- A contact telephone number

Our service providers will make every effort to resolve your complaint immediately. If they cannot resolve your complaint by the end of the next working day they will acknowledge your complaint within five working days of receipt and do their best to resolve the problem within four weeks by sending you a final response letter. If they are unable to do so, they will write to advise you of progress and will endeavour to resolve your complaint in full within the following four weeks. If they are still unable to provide you with a final response at this stage, they will write to you explaining why and advise when you can expect a final response. At this point you may refer your complaint to The Financial Ombudsman Service at the following address:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR.

You have the right of referral within 6 months of the date of your final response letter.

Whilst we and our UK service providers are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure above does not affect your right to take legal action.

## **Customer Feedback**

If you have any suggestions or comments about our cover or the service we have provided please write to our UK service providers:

Operational Standards  
Markerstudy Limited  
PO Box 420  
Tunbridge Wells  
Kent  
TN2 9LT

We always welcome feedback to enable us to improve our products and services.

## **Telephone Recording**

For our joint protection telephone calls may be recorded and monitored by us.

## **Financial Services Compensation Scheme**

Markerstudy Insurance Company Limited is a member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our liabilities under this policy. Further information about the scheme is available on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to the FSCS at 7<sup>th</sup> Floor, Lloyd's Chambers, Portsoken Street, London E1 8BN.

## **Your insurance intermediary**

In the event that we are unable to continue to trade with your insurance intermediary because they have ceased to trade through bankruptcy or liquidation or in the event that their relevant FCA authorisation is revoked we reserve the right to pass your policy and all details on to another intermediary. If you do not wish this to happen then please put your request in writing to us.

## **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.

### **Credit Searches and Accounting**

In assessing your application, we may search files made available to us by credit reference agencies. They keep a record of that search. We may also pass to credit reference agencies information we hold about you and your payment record with us. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud. We may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by us, acceptance or rejection of your application will not depend only on the results of the credit scoring process.

### **Information on Products and Services**

We may use the details you have provided to send you information about our other products and services or to carry out research. We may contact you by letter, telephone or e-mail. Please be reassured that we won't make your personal details available to any companies outside the Markerstudy Group to use for their own marketing purposes. If you would prefer not to receive information from us or those companies who participate in research on our behalf, simply write to the Data Protection Officer at Markerstudy Limited, Markerstudy House, 45 Westerham Road, Bessells Green, Sevenoaks, Kent, TN13 2QB

### **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 DVLANI, 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](http://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 the police, fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, this will be recorded. We, the Insurer, 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;

- Undertake credit searches and additional fraud searches (this may include requests for copy driving licences, utility bills and other documentation to establish the identity of any person applying for insurance).

We can supply on request further details of the databases we access or contribute to.

### **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 assess 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 at Markerstudy Limited, Markerstudy House, 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB

### **All correspondence should be addressed to:**

Markerstudy Limited, Markerstudy House, 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB

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Markerstudy Insurance Company Limited, 846-848, Europort, Gibraltar  
**[www.markerstudy.com](http://www.markerstudy.com)**

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