

Catlin Insurance Company (UK) Ltd

Commercial Fleet Motor Policy

CATLIN

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CATLIN

The **Insured** has submitted to the **Insurer** the **Proposal** which it is agreed shall be the basis of, and be incorporated into, this **Policy** and in consideration of the **Premium** paid or to be paid by the **Insured**, the **Insurer** will indemnify the **Insured**, subject to the terms, conditions, exclusions, exceptions and limitations of this **Policy**.

1 SCHEDULE

Policy Number: MD

1) **Insured:**

2) **Insured's Address:**

3) **Insured's Business or Trade:** AS DECLARED TO THE INSURER

4) **Period of Insurance:** From: 00.01
To: MIDT
both days inclusive

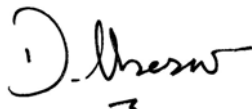
5) **Policy Cover:** **COMPREHENSIVE**

The **Insured Vehicle**, persons entitled to drive and the limitations as to use are described in the **Certificate of Motor Insurance** bearing the Number stated above.

6) **Premium:** GBP 0.00 plus
GBP 0.00 Insurance Premium Tax

Total: GBP 00.00

Signed:



On behalf of Catlin Insurance Company (UK) Ltd

Date: /2009

2 POLICY DEFINITIONS

- 2.1 **"ADR"** means the "Accord Européen Relatif au Transport International des Marchandises Dangereuses par Route".
- 2.2 **"Accessory/Accessories"** means **Audio Equipment**, safety equipment and manufacturers' tool kits which are part of the **Insured Vehicle's** original equipment and permanently fitted in accordance with the vehicle manufacturer's specification. Mobile telephones are not included within this definition.
- 2.3 **"Audio Equipment"** means any audio and/or visual reproduction equipment including satellite navigational aids, traffic alert systems which forms part of the **Insured Vehicle's** original specification and is permanently fitted in accordance with the vehicle manufacturer's specification. The term **Audio Equipment** does not include portable equipment such as mobile telephones, walkmans and other music players, personal computers, gaming consoles, televisions or any similar equipment.
- 2.4 **"Carriage of Hazardous Goods Regulations"** means all regulations, laws and Acts which govern or relate in any way to the transit of **Hazardous Goods** or any similar materials and shall include all such regulations passed by the Secretary of State under powers conferred on them by the Health and Safety Act 1974.
- 2.5 **"Certificate of Motor Insurance"** means the evidence in writing of the existence of motor insurance as required by law which is provided to the **Insured** in connection with this **Policy** and which forms part of this **Policy**.
- 2.6 **"Commercial Vehicle"** means any:
- (a) motor vehicle (including its trailer whilst attached) designed to be used for the carriage of goods;
 - (b) minibus with more than eight (but not more than sixteen) passenger seats; and
 - (c) bus or coach which is designed and authorised to carry more than sixteen passengers.
- 2.7 **"Endorsement"** means a change in or an addition to the terms of this **Policy**, which may override or supplement terms, conditions, extensions or limitations of the **Policy** and which is endorsed on to this **Policy**.
- 2.8 **"Excess"** means the amount of any claim for which the **Insured** retains liability and which is not covered by this **Policy**.
- 2.9 **"Hazardous Goods"** means those goods detailed in the following regulations:
- (a) The Carriage of Dangerous Goods (Classification, Packaging and Labelling) and Use of Transportable Pressure Receptacles Regulations 1996; or
 - (b) The Carriage of Dangerous Goods by Road Regulations 1996; or
 - (c) The Dangerous Substances (Conveyance by Road in Road Tankers and Tank Containers) Regulations 1992; or
 - (d) The "Approved List of Dangerous Substances" as published by the Health and Safety Executive; or
 - (e) any re-enactment or replacement of such regulations and any other legislation of similar intent (including subsequent legislation) if applicable.
- 2.10 **"Insured"** means the party shown as the Policyholder or **Insured** in any **Certificate of Motor Insurance** or **Schedule** applying to this **Policy**.
- 2.11 **"Insured Vehicle"** means any motor vehicle and any attached trailer, if applicable, as described in any **Certificate of Motor Insurance** bearing the number of this **Policy**.
- 2.12 **"Insurer"** means Catlin Insurance Company (UK) Ltd

- 2.13 **"International Motor Certificate (Green Card)"** means a document which is accepted by the authorities of all countries for which the individual **Green Card** is valid as evidence that the visiting motorist has at least the minimum compulsory third party insurance cover required by the law of those countries visited.
- 2.14 **"Item of Plant/Special Types"** means any self-powered vehicle constructed to operate primarily as a tool of trade and not designed primarily for the carriage of goods or passengers.
- 2.15 **"Period of Insurance"** means the period stated in part 4 of the **Schedule**.
- 2.16 **"Policy"** means this document together with any **Certificate of Motor Insurance**, the **Schedule** and any **Endorsements** which details the insurance provided to the **Insured**.
- 2.17 **"Premium"** means the amount stated in part 6 of the **Schedule**.
- 2.18 **"Private Car"** means any private passenger carrying motor vehicle designed to carry up to eight passengers.
- 2.19 **"Proposal"** means the broker's presentation submitted to the **Insurer** to obtain a motor fleet quotation as detailed in document reference CATLIN CMF MFQ 02/09 together with any other information and documents supplied prior to inception date to the **Insurer** by or on behalf of the **Insured**.
- 2.20 **"Road Traffic Acts"** means any current Act, Law or Regulation which governs the driving, use or ownership of any motor vehicle in the Great Britain, Northern Ireland, the Isle of Man, the island of Guernsey, the island of Jersey and the island of Alderney.
- 2.21 **"Schedule"** means the document titled **"Schedule"** which contains details of the **Insured**, the **Premium** paid or to be paid by the **Insured** and the cover applicable. It will also show any variations in the terms of this **Policy** and it may be replaced by an amended **Schedule** when there is a change in any detail of this **Policy**.
- 2.22 **"Territorial Limits"** means:
- (a) Great Britain, Northern Ireland, the Isle of Man, the island of Guernsey, the island of Jersey and the island of Alderney;
 - (b) any other member country of the European Union;
 - (c) any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of any E.U. Directive on insurance of civil liabilities arising from the use of motor vehicles, but only so far as is necessary to comply with the compulsory motor vehicle legislation of such countries;
 - (d) at the **Insured's** request, any other country in respect of which the **Insurer** agrees to provide cover but only for the period agreed by the **Insurer** and provided an **International Motor Certificate (Green Card)** is issued by the **Insurer**.
- 2.23 **"Terrorism"** means an act, including but not limited to the use of force or violence and or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government and or to put the public, or any section of the public in fear.

3 POLICY COVER

The Sections of this **Policy** that are operative for each type of cover as stated in the **Schedule** are detailed below:

Comprehensive	Sections 1 to 5 inclusive
Third Party Fire and Theft	Section 1 clause 4.1(b) – in respect of loss or damage as a result of fire, lightning, explosion, theft or attempted theft. Sections 2 and 5 Section 1 clause 4.2.3 is deemed inoperative
Third Party Only	Sections 2 and 5

4 SECTION 1 – LOSS OF OR DAMAGE TO THE INSURED VEHICLE

4.1 SECTION COVER

If the **Insured Vehicle** and/or its **Accessories** are:

- (a) damaged
- (b) lost or damaged as a result of fire, lightning, explosion, theft or attempted theft

the **Insurer** will at its discretion repair or replace the **Insured Vehicle** or make a cash settlement not exceeding the market value of the **Insured Vehicle** and its **Accessories** at the time of the loss or damage or the purchase price of the **Insured Vehicle** and its **Accessories** whichever is the less.

4.2 SECTION EXTENSIONS

4.2.1 Replacement Vehicle

If within twelve (12) months of first registration as new any **Private Car** which is purchased new or on hire purchase in Great Britain, Northern Ireland, the Isle of Man, the island of Guernsey, the island of Jersey or the island of Alderney and not on contract hire, temporary hire or on lease is stolen and not recovered or sustains loss or damage (arising from a single incident) in respect of which the cost of repair, reinstatement or replacement exceeds 60% of the value of the **Insured Vehicle** (based on the manufacturer's list price when new) the **Insurer** will at its discretion:

- (a) pay to the **Insured** the sum equivalent to the cost of a new **Private Car** of the same make or model (in the event of such model being discontinued at the time of the accident or loss the **Insurer** will pay the **Insured** a sum based on the manufacturer's list price when new or at the time of the discontinuance); or
- (b) subject to availability replace the **Private Car** with a new vehicle of the same make and model.

In such an event the **Insurer** will take possession of and be entitled to ownership of the damaged or recovered vehicle.

4.2.2 **Lost or Stolen Keys**

In the event of the **Insured Vehicle's** ignition key (or lock transmitter) being lost or stolen the **Insurer** will indemnify the **Insured** in respect of the cost of replacing the:

- (a) door locks and/or boot lock;
- (b) ignition/steering lock;
- (c) lock transmitter and central locking interface.

The **Insurer** will also pay for the cost of re-coding or if necessary replacing alarms and other security devices used in connection with the **Insured Vehicle**.

The maximum payable under this extension shall be limited to GBP 1,000.00.

4.2.3 **Windscreen and Breakage of Glass**

In the event of a window or a windscreen being broken from any cause and shattered glass or resultant scratching of bodywork is the only damage sustained by the **Insured Vehicle**, the **Insurer** will indemnify the **Insured** for the repair or replacement of such window, windscreen or glass.

The **Insurer** shall not be liable for the first GBP 50.00 of any claim for windscreen replacement.

The indemnity provided by this extension is not applicable in respect of any **Commercial Vehicle** with a gross vehicle weight exceeding 3.5 tons.

4.2.4 **Payment to Owner of the Insured Vehicle**

If to the knowledge of the **Insurer** the **Insured Vehicle** is the subject of a financial agreement or owned by a person other than the **Insured**, any payment in connection with a total loss or payment in lieu of repairs shall be made to the owner, receipt of which shall fully and finally discharge the **Insurer** of all liability in respect of such loss or repairs.

4.2.5 **Trailers**

The **Insurer** will indemnify the **Insured** in the terms of this Section in respect of:

- (a) semi-trailers forming part of an articulated **Insured Vehicle**; or
- (b) draw bar trailers whilst attached to the **Insured Vehicle**.

The **Insurer** shall not be liable:

- (i) whilst the **Insured Vehicle** is towing a greater number of trailers than is permitted by law; or
- (ii) in respect of loss or damage to any property being conveyed thereon.

4.2.6 **Customs Duty**

The **Insurer** will indemnify the **Insured** in respect of liability for the enforced payment of customs duty which may be payable as a result of an incident which is covered by this Section.

4.2.7 Transit and Related Costs

The **Insurer** will indemnify the **Insured** in respect of:

- (a) accidents occurring during the course of transit by a recognised sea or rail route between any country referred to in the **Territorial Limits** (including the process of loading or unloading);
- (b) general average contribution and sue and labour charges incurred due to the transportation of the **Insured Vehicle** by sea. The contribution relates to the current market value or the purchase price of the **Insured Vehicle** whichever is the least.

4.2.8 Unobtainable Parts and Accessories

If the **Insurer** cannot obtain a replacement part or **Accessory** the maximum payable will be the manufacturer's last published list price of such part or **Accessory**.

4.2.9 Repairs to the Insured Vehicle

The **Insured** may authorise the repair of the **Insured Vehicle** provided that the **Insurer** is aware of the extent of the damage and is notified immediately. The **Insured** may, upon their own authority, arrange for the removal of the **Insured Vehicle** to the nearest competent repairer. The **Insurer** will pay the reasonable costs of:

- (a) safeguarding and removing the **Insured Vehicle** to the nearest competent repairer; and
- (b) returning it, if repairable, to the **Insured's** address in Great Britain, Northern Ireland, the Isle of Man, the island of Guernsey, the island of Jersey or the island of Alderney;

Before the **Insurer** authorises the repairs the **Insured** must:

- (i) notify the **Insurer** and provide details of the damage and the circumstances in which it arose
- (ii) send two detailed estimates for repair to the **Insurer**.

The **Insurer's** 24 Hour Accident Helpline service is available to the **Insured**. These benefits are described in the documents issued with this **Policy** and at each renewal. If the Policy Cover as stated in part 5 of the **Schedule** is Comprehensive, by using the 24 Hour Accident Helpline the **Insured** should not need to obtain repair estimates and the **Insurer** will be able to expedite authorisation of the necessary repairs.

4.3 SECTION EXCLUSIONS

The **Insurer** shall not be liable:

4.3.1 for the **Excess** shown below for loss of or damage to the **Insured Vehicle** whilst being driven by or for the purpose of being driven is in the charge of any person who:

- | | | |
|-----|---|------------|
| (a) | is under 21 years of age | GBP 300.00 |
| (b) | holds a provisional licence or has held a full E.U. licence for less than 12 months | GBP 150.00 |

4.3.2 in respect of loss of use and/or depreciation;

- 4.3.3 for wear and tear, deterioration, mechanical, electrical, electronic or computer breakdowns or failures;
- 4.3.4 for damage to tyres by application of brakes or by punctures, cuts or bursts;
- 4.3.5 for any reduction of the market value of the **Insured Vehicle** as a result of repairs;
- 4.3.6 for any loss or destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- 4.3.7 for any fixtures and fittings of a motorised caravan unless such fixtures and fittings were supplied by the manufacturers when new;
- 4.3.8 in respect of loss of the **Insured Vehicle** by deception by a purported purchaser or their agent or loss of proceeds of sale;
- 4.3.9 in respect of any loss or damage arising from theft or attempted theft unless the ignition key has been removed from the **Insured Vehicle** and all doors, windows and other openings have been closed and locked;
- 4.3.10 for any amount exceeding GBP 250,000.00 in respect of any one claim or number of claims arising during or in consequence of an act of **Terrorism**.

5 SECTION 2 – LIABILITY TO THIRD PARTIES

5.1 SECTION COVER

5.1.1 Indemnity to the Insured

The **Insurer** will indemnify the **Insured** against liability at law for damages and claimants' costs and expenses in respect of death of or bodily injury to any person and damage to property caused by or through or in connection with the **Insured Vehicle** including the loading or unloading of any **Commercial Vehicle** covered by this **Policy**.

5.1.2 Indemnity to Other Persons

Where the **Certificate of Motor Insurance** permits, the **Insurer** will also indemnify under the terms of this Section the following persons:

- (a) any person driving the **Insured Vehicle** with the permission of or on the order of the **Insured**;
- (b) any person using the **Insured Vehicle** with the permission of the **Insured**;
- (c) any person driving or using a **Private Car** not belonging to the **Insured** or the said person or hired to the **Insured** or the said person under a hire purchase or leasing agreement;
- (d) any passenger in the **Insured Vehicle** or mounting into or alighting from the **Insured Vehicle** who is not driving or in charge for the purpose of driving;
- (e) in the event of the death of any person entitled to indemnity under this Section, their personal representatives in the terms of this **Policy** and subject to the exclusions, conditions and limitations which applied to such person.

Any persons indemnified shall as though they were the **Insured** observe, fulfil and be subject to the terms, exclusions, conditions and limitations of this **Policy** insofar as they can apply and shall in no respect be in a better position than the **Insured**.

5.1.3 **Legal Defence**

In dealing with or defending any claim under this Section the **Insurer** may at their option arrange and pay for:

- (a) Solicitors' fees for representation at any Coroner's Inquest or Inquiry or defence of proceedings at any Court of Summary Jurisdiction;
- (b) legal services to defend any person in the event of proceedings being undertaken for manslaughter, or causing death by reckless or dangerous driving;
- (c) legal services to defend the **Insured** in the event of proceedings being undertaken against it under the Corporate Manslaughter and Corporate Homicide Act 2007
- (d) any other legal costs and expenses agreed by the **Insurer** in writing.

The **Insurer** will only pay legal costs if they relate to an incident which is covered by this Section.

5.1.4 **Unauthorised Movement**

The **Insurer** will indemnify the **Insured** in the terms of this Section in respect of liability arising out of an accident caused by or in connection with the moving aside (without the authority of the owner) of any motor vehicle parked in such a position as to obstruct the legitimate passage or the loading or unloading of the **Insured Vehicle**.

The **Insurer** shall not be liable in respect of loss of or damage to any vehicle being moved where such loss or damage is sustained during the process of moving the said vehicle as defined above.

5.1.5 **Joint Insured**

If the title of the **Insured** comprises more than one party, the **Insurer** will indemnify each party as though they were the holders of a separate insurance. However, nothing in this clause shall operate so as to increase the overall limit of indemnity provided under this **Policy**.

5.1.6 **Principal's Indemnity**

Notwithstanding Policy Exclusion 9.1 but subject otherwise to the terms, limitations, exceptions and conditions of this **Policy** the **Insurer** will indemnify the **Insured** in the terms of this Section in respect of liability assumed by the **Insured** under an agreement with any person (hereinafter called "the Principal") for the execution of work or the provision of services or in connection with access to any premises or road in the ownership or occupation of the Principal.

PROVIDED ALWAYS that the **Insured** shall have arranged with the Principal for the conduct or control of all claims for which the **Insurer** may be liable by virtue of this Section to be vested in the **Insurer**.

The **Insurer** shall not be liable in respect of:

- (a) liability which attaches to the Principal by virtue of an agreement which would not have attached in the absence of such agreement;
- (b) bodily injury to the Principal for any amount for which the **Insured** would not be liable in the absence of an agreement;
- (c) damage to property belonging to or held in trust by or in the custody or control of the Principal for any sum in excess of the amount required to indemnify the Principal;
- (d) liability which arises other than by reason of the negligence of the **Insured** or an employee of the **Insured**.

5.1.7 **Damage to Third Party Property**

The **Insurer** will indemnify the **Insured** for any amount up to but not exceeding:

- (a) GBP 20,000,000.00 in respect of any **Private Car** or **Commercial Vehicle** with a gross vehicle weight up to and including 7.5 tons
- (b) GBP 5,000,000.00 in respect of any **Commercial Vehicle** with a gross vehicle weight exceeding 7.5 tons or any **Item of Plant/Special Type**

for damage to property in respect of any one claim or number of claims arising out one cause in connection with the **Insured Vehicle**.

5.1.8 **Contingent Liability**

The **Insurer** will indemnify the **Insured** under the terms of this Section when liability at law arises out of an accident caused by or in connection with any motor vehicle not the property of or provided by the **Insured** whilst it is being used on the **Insured's** behalf. The **Insurer's** maximum liability under this clause shall be limited to GBP 5,000,000.00.

PROVIDED ALWAYS that the **Insured** shall take all reasonable steps to ensure that there is in force in respect of such vehicle an insurance policy valid for such use.

5.1.9 **Hazardous Goods**

At the request of the **Insured** and subject to the **Insurer's** prior agreement the **Insurer** will indemnify the **Insured** for any accident, injury, loss, damage or any liability arising from the carriage of **Hazardous Goods**. PROVIDED ALWAYS that the driver holds an **ADR** Licence Certificate issued in accordance with the **ADR**.

The **Insurer** shall not be liable:

- (i) in respect of any loss, damage or injury which occurs, arises or commences whilst any **Hazardous Goods** are being carried in road tankers, tanker containers or tanker trailers;
- (ii) for any amount exceeding GBP 5,000,000.00 in respect of any one claim or number of claims arising out of one cause for damage to property arising from the carriage of **Hazardous Goods**; or
- (iii) whilst the **Insured Vehicle** is carrying United Nations Classifications 1 or 7 type goods unless they are being carried in United Nations approved packaging and are below the load size defined in the **Carriage of Hazardous Goods Regulations**.

5.1.10 Towing

The **Insurer** will indemnify the **Insured** in the terms of this Section in respect of liability arising in connection with any trailer, trailer-caravan or any disabled mechanically-propelled vehicle whilst attached to the **Insured Vehicle**.

The **Insurer** shall not be liable whilst the **Insured Vehicle** is towing a greater number of trailers than is permitted by law.

5.1.11 Emergency Treatment

The **Insurer** will indemnify any person driving or using the **Insured Vehicle** for liability under the **Road Traffic Acts** for emergency treatment fees arising out of an accident in connection with the **Insured Vehicle**.

5.2 SECTION EXCLUSIONS

The **Insurer** shall not be liable:

- 5.2.1 in respect of the death of or bodily injury to any person arising out of and in the course of such person's employment by the **Insured** or by any other person claiming to be indemnified under this Section other than to meet the requirements of the **Road Traffic Acts**;
- 5.2.2 for damage or injury to any property or animals belonging to or held in trust by or in the custody or control of the **Insured** or any person claiming to be indemnified under this Section;
- 5.2.3 to indemnify any person referred to in clauses 5.1.1 and 5.1.2 in respect of any claim for which they are entitled to indemnity under any other insurance;
- 5.2.4 for any accident, injury, loss, and/or damage arising from the use of any **Item of Plant/Special Type** or plant forming part of the **Insured Vehicle** whilst **Item of Plant/Special Type** is being used as a tool of trade other than to meet the requirements of the **Road Traffic Acts**;
- 5.2.5 for loss or damage by pollution or contamination however caused other than to meet the requirements of the **Road Traffic Acts**. For the purposes of this exclusion, pollution or contamination shall be deemed to mean all:
 - (a) pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
 - (b) death, bodily injury, illness, loss or damage directly or indirectly caused by such pollution or contamination;
- 5.2.6 for any accident, injury, loss, damage or any liability of whatsoever nature other than to meet the requirements of the **Road Traffic Acts** directly or indirectly caused by or contributed to by or arising from the **Insured Vehicle** whilst in or on that part of any aerodrome, airfield, airstrip, airport or military installation provided for:
 - (a) the take-off or landing of aircraft and aerial devices or for the movement of aircraft and aerial devices on the ground;
 - (b) aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangers;

- 5.2.7 other than to meet the requirements of the **Road Traffic Acts**, in respect of death, injury or damage caused or arising:
- (a) beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of the **Insured Vehicle**;
 - (b) in connection with the loading or unloading of the **Insured Vehicle** by any person other than the driver or the attendant of the **Insured Vehicle**;
- 5.2.8 for any claim arising during or in consequence of an act of **Terrorism** other than to meet the requirements of the **Road Traffic Acts**.

6 SECTION 3 – MEDICAL EXPENSES

The **Insurer** will refund expenses for medical treatment to any occupant of the **Insured Vehicle** as the result of personal injuries by violent, accidental, external and visible means sustained in direct connection with the **Insured Vehicle** not exceeding GBP 1,000.00 each injured person.

7 SECTION 4 – PERSONAL EFFECTS

At the request of the **Insured** the **Insurer** will indemnify any person for damage or loss of personal effects whilst in the **Insured Vehicle** resulting from fire or theft or attempted theft or accidental means not exceeding GBP 250.00 in respect of any one occurrence provided such damage or loss is not recoverable from any other insurance whether effected by the **Insured** or not.

The **Insurer** shall not be liable in respect of:

- (a) damage to or loss of goods, equipment or samples carried in connection with any trade or business;
- (b) damage to or loss of money, stamps, documents and securities;
- (c) damage to or loss of mobile telephones, portable computers and audio visual equipment (including compact discs, mini discs and cassettes);
- (d) loss by theft of any property carried in an open or convertible car unless stolen from a locked boot.

8 SECTION 5 – UNAUTHORISED USE

The **Insurer** will indemnify the **Insured** whilst the **Insured Vehicle** is being driven by any person without the knowledge or consent of the **Insured** for any purpose not permitted under this **Policy**.

PROVIDED ALWAYS that the **Insured** shall take all reasonable precautions to ensure that all persons who may drive the **Insured Vehicle** are made aware of the limitations as to use as defined in this **Policy**.

9 POLICY EXCLUSIONS

This **Policy** does not cover:

9.1 Contractual Liability

any liability accepted by agreement which would not have attached in the absence of such agreement.

9.2 Fraudulent Claim

any claim if such claim is in any respect fraudulent. If any fraudulent means or devices are used by the **Insured** or any person claiming to be indemnified by this **Policy** or any person acting on the **Insured's** behalf all benefits under this **Policy** will be forfeited.

9.3 Radioactive Contamination

loss or destruction of or any damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- (a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

9.4 Riot and Civil Commotion

any claim arising during or in consequence of riot and/or civil commotion occurring anywhere other than in Great Britain, the Isle of Man, the island of Guernsey, the island of Jersey or the island of Alderney. This exclusion will not apply if the **Insured** can prove that the claim was not caused by such events.

9.5 Use and Driving

any liability loss or damage incurred whilst any **Insured Vehicle** is:

- (a) being used for any purpose not permitted by the **Certificate of Motor Insurance** or any **Endorsement** attaching to and forming part of this **Policy**;
- (b) being driven by any person not permitted by the **Certificate of Motor Insurance** or any **Endorsement** attaching to and forming part of this **Policy**;
- (c) being driven by or for the purpose of being driven is in the charge of any person who has never held a driving licence or who is disqualified from holding or obtaining such a licence.

9.6 War

any claim occasioned by or arising from war, invasion, hostilities (whether war be declared or not), acts of foreign enemy, civil war, revolution, rebellion, insurrection, military or usurped power or confiscation or requisition or destruction of or damage to property by order of any Government or Public Authority, except so far as is necessary to meet the requirements of the **Road Traffic Acts**.

10 POLICY CONDITIONS

10.1 Contracts (Rights of Third Parties) Act 1999

This **Policy** is a contract solely with the **Insured** and is not assignable in any case whatsoever. A person who is not party to this **Policy** has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

10.2 Conditions Precedent to Liability

It shall be a condition precedent to any liability of the **Insurer** under this **Policy** that:

- 10.2.1 the **Insured** shall observe and fulfill the terms, exclusions, conditions and **Endorsements** of this **Policy** insofar as they relate to anything to be done or complied with by the **Insured**;
- 10.2.2 the details provided by the **Insured** and presented in the **Proposal** to the **Insurer** are to the best of the **Insured's** knowledge and belief to be true and that no material information has been withheld by the **Insured**;
- 10.2.3 the **Insured** shall immediately advise the **Insurer** of any change in the material information during the period of this **Insurance**;
- 10.2.4 all **Insured Vehicles** will be kept in a roadworthy condition;
- 10.2.5 no **Insured Vehicles** will be driven by any person who has been refused any motor vehicle insurance or its continuance thereof;
- 10.2.6 no **Insured Vehicles** will be used for purposes other than those permitted in the Certificate of Motor Insurance.

10.3 Cancellation

The **Insurer** may cancel this **Policy** by sending seven days' notice by Certified Posting or Recorded Delivery to the **Insured's** last known address (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland). The **Insured** may cancel this **Policy** provided that no claim has arisen during the current **Period of Insurance** and upon the surrender of this **Policy** and **Certificate of Motor Insurance**. The charge for the expired **Period of Insurance** will be calculated from the date the **Insurer** receives the **Certificate of Motor Insurance** in accordance with the following scale:

Expired Period	Percentage of Annual Premium Payable
1 week	10%
1 month	25%
2 months	35%
3 months	50%
4 months	60%
5 months	65%
6 months	70%
7 months	80%
8 months	90%
Over 8 months	100%

The **Insured** shall surrender this **Policy** and the **Certificate of Motor Insurance** to the **Insurer** within 7 days from the taking effect of the cancellation.

10.4 Claims Procedures

When an accident, loss or damage occurs:

- (a) the **Insured** or the **Insured's** legal representative MUST notify the **Insurer** AS SOON AS POSSIBLE with full details of the accident, loss or damage.
- (b) the **Insured** must take all necessary steps to ensure the safety of the damaged **Insured Vehicle** and its **Accessories**.
- (c) the **Insurer** shall not be liable for any increase in damage as a result of the **Insured Vehicle** being removed under its own power following an accident.
- (d) any letter, claim, writ, claim form, summons or process relating to the accident, loss or damage must be sent, unanswered, to the **Insurer** immediately.
- (e) the **Insurer** must be advised in writing immediately the **Insured** is aware of any intended prosecution, Coroner's Inquest or Fatal Inquiry in connection with the accident.
- (f) persons who are claiming under this **Policy** must make no admission, offer, payment or promise without the **Insurer's** written consent or act in any way which might prejudice the **Insurer's** position.
- (g) the **Insurer's** may, at their discretion, take over and conduct in the **Insured's** name or the name of any person indemnified under this **Policy**, the defence, prosecution or settlement of any claim for the **Insurer's** benefit.
- (h) the **Insurer** shall have full discretion over the conduct of any proceedings and settlement of claims.
- (i) the **Insured** or any person indemnified by this **Policy** must give the **Insurer** all the assistance and information possible and produce a copy of the driver's licence if requested.
- (j) if the **Insured Vehicle** and its **Accessories** are stolen or taken without the **Insured's** consent the **Insured** must, as soon as possible, report the same to the police and if required, supply the **Insurer** with the crime reference number.
- (k) the **Insurer** reserves the right if it or its representative consider any repair estimate to be unreasonable to enter into any communication with the repairer and failing agreement, to arrange for the removal of the **Insured Vehicle** to another repairer and pay for such work as may already have been done.

10.5 English Law

This **Policy** is subject to English law and to the exclusive jurisdiction of the English Courts, unless the **Insurer** has agreed otherwise with the **Insured**.

10.6 Motor Insurance Database

The **Insured** shall supply details of all vehicles whose use is covered by this **Policy** as is required by the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the island of Guernsey, the island of Jersey and the island of Alderney for entry on the Motor Insurance Database. Failure to do so may result in the **Insured** being reported to the Motor Insurer's Information Centre for non-compliance with the Motor Vehicles (Compulsory Insurance) (Information Centre and Compensation Body) Regulations 2003.

10.7 Other Insurance

This **Policy** does not cover any liability, loss or damage if at the time of the happening of the said liability, loss or damage there is another insurance in force covering the same liability, loss or damage whether effected by the **Insured** or not.

10.8 Reasonable Precautions

The **Insurer** shall not be liable if the **Insured** fails to take all reasonable precautions to safeguard the **Insured Vehicle** from loss or damage and maintain it in a substantial and

thoroughly sound, safe and efficient condition. The **Insurer**, or its authorised representative, shall have at all times free access to examine the **Insured Vehicle**.

10.9 **Right of Recovery**

Nothing in this **Policy** shall affect the right of the **Insurer** to maintain an action for recovery of sums paid under the provisions of any enactment of any territory in which this **Policy** operates relating to the insurance of liabilities to third parties and which the **Insurer** would not have been liable to pay but for the provisions of such enactment.

11 **ADDITIONAL INFORMATION**

The information that the **Insured** has provided to the **Insurer** forms the basis of this insurance contract. It is important that the **Insured** advises the **Insurer** of all material information and immediately of any change in the information. Please note if the **Insured** is in any doubt whether or not any information is material, it should be disclosed. Under the **Road Traffic Acts** it is an offence to make any false statements or withhold any material information in order to obtain a cover note or a **Certificate of Motor Insurance**.

11.1 **Data Protection Act 1998**

The **Insurer** may store the **Insured's** information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention (see further details below). The **Insurer** will only disclose the **Insured's** personal details to third parties if it is necessary for the performance of this insurance contract.

The **Insurer** will keep the **Insured's** information secure at all times. In certain circumstances, for example for systems administration purposes, the **Insurer** may have to transfer the **Insured's** information to another country, which may be a country outside the European Economic Area ("EEA"). By proceeding with this insurance application, the **Insurer** will assume the **Insured** is agreeable for it to transfer the information to a country outside the EEA.

The **Insurer** may need to process sensitive data of persons in the **Insured's** employ or of whom the **Insured** wish to be indemnified by this **Policy**. Sensitive data includes such information as physical or mental health, or criminal convictions (if applicable). By accepting this **Policy** the **Insured** is considered to be giving its consent to such information being processed by the **Insurer** and its agents.

11.2 **Claims and Underwriting Exchange Register**

The **Insurer** will pass information to the Claims and Underwriting Exchange Register run by the Insurance Database Services Limited, and the Motor Insurance Anti-Fraud and Theft Register run by the Association of British Insurers. The aim is to help the **Insurer** check information provided, and also to prevent fraudulent claims. When the **Insurer** deals with the **Insured's** request for insurance it may search these registers. Under the conditions of this **Policy**, the **Insured** must tell the **Insurer** about any incident (such as an accident or theft) whether or not it gives rise to a claim. When the **Insured** tells the **Insurer** about an incident, the **Insurer** will pass information relating to it to the registers.

11.3 **Motor Insurance Database**

The details of this **Policy** will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). MID data may be used by the DVLA and DVLANI for the purpose of Electronic Vehicle Licencing and by the Police for the purpose of establishing whether a driver's use of a vehicle is likely to be covered by a

motor insurance policy and/or for preventing or detecting a crime. If the **Insured** is involved in an accident (in the United Kingdom or abroad) other United Kingdom insurers, the Motor Insurers' Bureau and MIIC may search the MID to obtain relevant policy information.

Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

The **Insured** can find out more about this from the **Insurer** or on-line at www.miic.org.uk

12 **POLICYHOLDER COMPLAINTS**

Catlin Insurance Company (UK) Ltd is dedicated to providing a high quality service and wants to ensure that it maintains this at all times.

If you have a complaint about your insurance or the handling of a claim you should in the first instance, contact your broker or coverholder through whom this insurance was arranged.

If you are unable to resolve the situation you may refer the matter to:

Compliance Officer
Catlin Insurance Company (UK) Ltd.
20 Gracechurch Street
London, EC3V 0BG
Telephone Number: 020 7743 8487
Email: Catlinukcomplaints@catlin.com

Complaints that cannot be resolved by the Compliance Officer may in certain circumstances be referred to the Financial Ombudsman Service at:

South Quay Plaza
183 Marsh Wall
London
E14 9SR
Telephone Number: 0845 080 1800
Email: _complaint.info@financial-ombudsman.org.uk

Further details will be provided on request and at the appropriate stage of the complaints process.

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