

*Thank you.....*

...for placing your insurance with Ensign.

This is your Document of Insurance. It contains your Schedule and Certificate of Motor Insurance.

Please keep them in a safe place (NOT IN YOUR VEHICLE).

We have tried to simplify this document by using "Plain English". We have also structured it in a way which should make it easy to follow.

Please examine this Document and the enclosures. If any detail is incorrect, please return it to your broker/intermediary, advising them of the changes required.

## CONTENTS

	PAGE
COMMERCIAL VEHICLE POLICY DOCUMENT	3
DEFINITION OF WORDS	4
EXTENT OF COVER	5
<b>SECTION 1</b> LIABILITY TO OTHERS	6
EXCEPTIONS TO SECTION 1	8
<b>SECTION 2</b> LOSS OF OR DAMAGE TO YOUR VEHICLE	9
EXCEPTIONS TO SECTION 2	10
<b>SECTION 3</b> WINDSCREEN/WINDOW GLASS	12
EXCEPTIONS TO SECTION 3	13
<b>SECTION 4</b> NO CLAIMS BONUS	12
EXCEPTIONS TO SECTION 4	13
<b>SECTION 5</b> TERRITORIAL LIMITS & FOREIGN USE	14
<b>SECTION 6</b> LEGAL EXPENSES INSURANCE	15
EXCEPTIONS TO SECTION 6	16
GENERAL EXCEPTIONS	19
GENERAL CONDITIONS	21
ENDORSEMENTS	25
COMPLAINTS PROCEDURE	29

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## COMMERCIAL VEHICLE POLICY DOCUMENT

This Document of Insurance sets out the terms of the contract of insurance made between Ensign and the Document Holder.

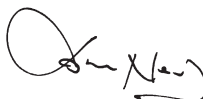
The information and statements provided in the proposal form and declaration which the Document Holder has made have been relied upon by the Underwriters in entering into this contract of insurance.

The parties to this document are You and Us. Nothing in this document shall create any rights in third parties under the Contracts (Rights of Third Parties) Act 1999 and no variation to this document, nor any supplemental or ancillary agreement shall create any such rights unless expressly so stated. This does not affect any right or remedy of a third party which exists or is available apart from this act.

UK law allows both you and us to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, the Channel Islands or the Isle of Man relating to your address as shown in the Schedule. If there is any dispute as to which law applies it will be English law.

Ensign has agreed to insure the Document Holder subject to the terms conditions and exceptions contained in this document or any endorsement against any such liability loss or damage that may occur and is directly sustained in connection with the Insured Vehicle shown in the Schedule during any period of insurance for which the Document Holder has paid or agreed to pay the premium.

This Document of Insurance has been issued by QBE Insurance (Europe) Limited.



MANAGING DIRECTOR

## DEFINITION OF WORDS

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

<b>Ensign</b>	The Underwriters.
<b>We/Us/the Underwriters</b>	For Sections 1, 2, 3 and 5 Ensign is a trading name of QBE Insurance (Europe). QBE Insurance (Europe) Limited is part of QBE European Operations, a division of the QBE Insurance Group.  QBE Insurance (Europe) Limited is authorised and regulated by the Financial Services Authority. QBE Insurance (Europe) Limited Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3BD. Registered in England and Wales No.1761561  For Section 6 DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Telephone: 0117 934 2000, Fax: 0117 934 2109 www.das.co.uk
<b>You/the Insured/Document Holder</b>	The Company or person named in the Schedule.
<b>Your Vehicle/Insured Vehicle</b>	The vehicle, including its standard accessories (excluding radio) and spare parts, described in the Schedule.
<b>Document of Insurance</b>	This document, including the Schedule.
<b>Schedule</b>	The Schedule to this document, containing details of the Document Holder, the premium paid, the period of insurance, the Insured Vehicle and cover provided. It may be replaced by an amended Schedule when there is a change in any details or terms.
<b>Endorsement</b>	A change of or amendment to the terms of this insurance.
<b>Excess</b>	The first part of any claim for which the Document Holder is responsible.
<b>Trailer</b>	Any articulated or semi trailer mentioned by description or category in the schedule.
<b>Property</b>	Any property including animals.
<b>Market Value</b>	The replacement value of the same make and model of vehicle of a similar age and condition and history as determined by reference to vehicle value publications.
<b>Certificate of Motor Insurance</b>	The certificate required by law to certify the existence of the minimum compulsory insurance. For full details of the insurance cover, refer to the Document of Insurance.
<b>Road</b>	Any place that would be held to be a road for the purposes of any compulsory Motor Insurance Legislation operative within the territorial limits defined in this document.
<b>Accident</b>	Any unforeseen event or one without apparent cause. Anything that occurs unintentionally or by chance.

## EXTENT OF COVER

The cover provided by this Document of Insurance is shown in the current Schedule and determines which Sections of this Document of Insurance apply.

<u>RISK INSURED</u>	<u>SECTIONS WHICH ARE APPLICABLE</u>
Comprehensive (COMP)	All Sections
Third Party, Fire & Theft (TPF&T)	Sections 1, 2 (but solely in respect of damage or loss by Fire or Theft), 4 and 5 ONLY.
Third Party Only (TPO)	Sections 1, 4 and 5 only.
Fire & Theft Only (FTO)	Section 2 (but solely in respect of Fire or Theft damage or loss) ONLY.
Legal Expenses For pursuing personal injury claims	Section 6.

SPECIMEN

# YOUR COVER

## SECTION 1

## LIABILITY TO OTHERS

**A. Your own liability** We will indemnify you against liability at law for damages or claimants law costs in respect of death or bodily injury to any person or damage to any property as a result of any accident involving your vehicle.

**B. Other persons' liability** In the same way as you are insured, we will insure:  
1) anyone you allow to drive or use your vehicle PROVIDED this is permitted by your Schedule  
2) any passenger travelling in or getting into or out of your vehicle

**C. A legally appointed representative** Following the death of anyone insured under this insurance, we will indemnify, to the same extent, that person's legal representative for any liability incurred by that person.

**D. Medical treatment** We will pay for medical treatment as required by the Road Traffic Acts resulting from any incident involving any insured vehicle. If this is the only payment we make your No Claim Bonus (see Section 4) will not be affected.

**E. Legal fees and expenses** We will pay, provided we have given our written consent;  
1) legal fees and costs incurred in dealing with or defending any action at law by which damages in respect of such death, bodily injury or damage are claimed against any person insured under this insurance.  
2) solicitors' fees for representation at any Coroner's inquest or fatal inquiry in respect of such death or for defending in any Court of Summary Jurisdiction any proceedings in respect of any act causing or relating to the accident.  
3) legal expenses up to £5,000 in respect of any proceedings taken against any person insured under this insurance for manslaughter, or reckless or dangerous driving causing death, in respect of his or her driving at the time of the accident.

Subject to the Underwriters reserving the right at any time to relieve themselves of any further liability under this clause on payment to the Document Holder of the expenses incurred to that date.

Provided that the person claiming indemnity and any person on whose behalf indemnity is claimed shall have complied with the terms and conditions contained in the Document of Insurance and any Endorsements.

**F. Towing** We will also insure you while any trailer or disabled mechanically propelled vehicle is being towed by the insured vehicle (other than for hire or reward).

**G. Indemnity to owner** We will indemnify any owner of the insured vehicle as though they were the insured.

# YOUR COVER

**H. Principals** Any liability assumed by the Document Holder under an agreement with any person (hereinafter called the Principal) for the execution of works or services or in connection with access to any premises or road in the ownership or occupation of the Principal.

**Provided that:**

- (i) the Document Holder shall have arranged with the Principal for the conduct and control of all claims for which the Underwriters may be liable to be vested in the Underwriters;
- (ii) the Underwriters shall not be liable in respect of:
  - (1) liability which attaches to the Principal by virtue of an agreement which would not have attached in the absence of such agreement;
  - (2) bodily injury to the Principal for any amount for which the Document Holder would not be liable in the absence of such an agreement;
  - (3) 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;
  - (4) liability which arises other than by reason of the negligence of the Document Holder or an employee of the Document Holder.

SPECIMEN

# EXCLUSIONS TO COVER

## EXCEPTIONS TO SECTION 1

The insurance does not cover:

- 1)
  - a) liability for the death of, or injury to, or damage to the property of, any person arising out of or in the course of his/her employment by anyone we cover under this insurance, other than as required under the Road Traffic Acts or any applicable UK or EU legislation.
  - b) liability incurred by anyone entitled to protection under the liability section of any other insurance.
  - c) liability beyond the minimum requirements of the Road Traffic Acts for loss or damage to any vehicle or property belonging to, or in the care of, anyone entitled to claim protection under this insurance.
- 2) Underwriters liability in respect of damage to property (including animals) is limited to £1,000,000 (One Million Pounds) in respect of any one accident or occurrence or series of accidents or occurrences arising out of one event.
- 3) Underwriters shall not be liable under Sub-section H (Principals clause) in respect of liability which arises other than by reason of the negligence of the Insured or an employee of the Insured.
- 4) any incident arising out of the operation as a tool of any Insured Vehicle or Trailer except in so far as may be required by the Road Traffic Acts.
- 5) fines, penalties, punitive or exemplary damages.
- 6) any claim resulting from carrying, preparing, selling or supplying of any goods, food or drink from the Insured Vehicle.

# YOUR COVER

## SECTION 2

## LOSS OR DAMAGE TO YOUR VEHICLE

If your vehicle is damaged or stolen and provided all reasonable precautions are taken, we will, at our option:

- a) pay the reasonable cost of repairing any damage to your vehicle within its market value
- OR b) pay an amount in cash equivalent to the value of any loss or damage to your vehicle
- OR c) pay the cost of replacing the Insured vehicle or any part thereof which has been lost or damaged, with one of a similar type and in similar condition, the replaced item then becoming the Underwriters' property;

We will pay the reasonable cost of taking your vehicle to the nearest suitable repairer and, after repair, to your address as shown in the Schedule.

If your vehicle is over three years old we may, at our option, decide to fit replacement parts which have not been made by the vehicle's manufacturer but which are of a similar standard.

The maximum amount payable for any one incident will not exceed the market value of the Insured vehicle at the date of the loss or damage. If settlement is made for the market value of the Insured vehicle the remains of the Insured vehicle will become the property of the Underwriters for disposal in accordance with the Motor Conference code of practice or any other regulation or legislation applying at the time of such loss.

If the vehicle belongs to someone else or is the subject of a hire purchase or leasing agreement, payment for the total loss or destruction of the vehicle will normally be made to the vehicle's legal owner.

If you have a cherished or personal number plate you wish to retain you must follow the procedure laid down by the Driver and Vehicle Licensing Agency (DVLA). This will include completion of the DVLA retention and transfer application forms and you will be responsible for the appropriate fee. If you intend to apply to retain the number plate we must be notified immediately and we will require the replacement vehicle registration mark as soon as it is provided to you. If we are not notified IMMEDIATELY of the intention to retain the number plate we will proceed with the disposal of the vehicle salvage including the vehicle number plate (vehicle registration mark).

# EXCLUSIONS TO COVER

## EXCEPTIONS TO SECTION 2

The insurance does not cover:

- 1) wear, tear and depreciation or that part of the cost of repair which improves your vehicle beyond its condition before the loss or damage occurred.
- 2) any perceived loss in value of your vehicle.
- 3) loss of use, mechanical, electrical, electronic, computer, failures or breakdowns or breakages.
- 4) damage to tyres unless this results from an accident to your vehicle.
- 5) more than the manufacturer's latest list price of any part or standard accessory.
- 6) any other consequential loss.
- 7) money, credit/charge cards, stamps, tickets, jewellery, portable audio &/or TV equipment, compact discs, cassettes, cameras, digital video disks (DVDs), documents or securities.
- 8) mobile telephones, office &/or business equipment, trade goods or samples.
- 9) computers &/or their components &/or their attachments and portable electronic equipment.
- 10) property insured under any other Insurance.
- 11) loss of or damage to the insured vehicle caused by or arising out of the tipping operation of the insured vehicle.
- 12) any amount in respect of any part of the insured vehicle in excess of the price shown for the same in the manufacturer's last price list at the time of the loss or damage where that part or accessory is unobtainable or obsolete in pattern.
- 13) loss or damage to the Insured vehicle arising from it being impounded as a result of a road traffic accident or vehicle licence offence or Customs & Excise offence or for any penalties imposed because of the incorrect disposal of the Insured vehicle deemed to be an End of Life Vehicle (ELV) following settlement on a total loss basis and where Underwriters did not retain the salvage for disposal.
- 14) loss or damage to any trailer unless full details shall have been given to and accepted by Underwriters.
- 15) loss or damage to the contents or load being carried in or on the Insured Vehicle.
- 16) any additional damage resulting from the Insured Vehicle being moved by you after an accident, fire or theft.

Any payment will be limited to the cost of repairs or, if stolen or beyond repair, to the value at the time of the loss or accident.

# EXCLUSIONS TO COVER

IN ADDITION TO THE PREVIOUS EXCEPTIONS, THE FOLLOWING EXCEPTIONS AND CONDITIONS ALSO APPLY IF THE LOSS IS THE RESULT OF:

## A. Accidental Damage/ Vandalism/Malicious Damage

The insurance does not cover the first part of each claim (excess), if your vehicle is damaged whilst being driven by or in the charge of for the purposes of being driven by a young or inexperienced person, the amount of excess will be as follows: (in addition to any excess as shown in your Schedule)

Driver/Person in Charge	Amount
Age under 21	£300
Age 21 to 24 inclusive	£200
Has held a full UK driving licence to drive a vehicle of the same class for less than 12 months	£200

The insurance does not cover the first part of each claim (excess) if your vehicle is wilfully damaged by any person, known or unknown. The amount of any such excess is set out in your Schedule.

## B. Fire or Theft

The insurance does not cover:

- a) the first part of each claim (excess) if your vehicle is damaged or lost as a result of fire, lightning, explosion, theft or attempted theft. The amount of any such excess is £100 unless otherwise specified in your Schedule. This clause operates in addition to any other excess applying.
- b) loss of or damage to your vehicle arising from theft or attempted theft if your vehicle has not been secured by means of the door and boot locks or if the windows or other form of sliding roof or sliding door or removable panel roof or hood have been left open or unlocked.
- c) Any loss suffered through the obtaining of property by deception.
- d) Any loss or damage arising from theft whilst the ignition keys of your vehicle have been left in or on your vehicle.
- e) The loss of or damage to keys belonging to the vehicle or for the replacement of locks following the loss of keys.

# YOUR COVER

## SECTION 3

### WINDSCREEN/WINDOW GLASS

We will pay for the cost of repairing or replacing broken glass in the windscreen and/or windows of your vehicle, and any scratching of surrounding bodywork resulting solely and directly from such breakage.

There will be no limit on payment provided the repair or replacement is arranged by Glassline. If any other contractor is used, a limit of £150 will be applied.

Any payment made solely under this Section will not affect your No Claim Bonus (See Section 4) provided no other damage has been sustained by your car.

**CALL GLASSLINE ON 0800 716333**

## SECTION 4

### NO CLAIMS BONUS

Provided no claim has been made or is pending during any period of insurance your No Claims Bonus will be increased in accordance with the No Claims Bonus scale applicable at the time of such renewal.

If you only make one claim during a period of insurance, four or more years No Claims Bonus will step back to two years, three years No Claims Bonus will step back to one year.

If you make more than one claim in a period of insurance, you will lose all your discount.

#### **PROTECTED NO CLAIMS BONUS**

If you are eligible and your insurance incorporates the Protected No Claims Bonus option, Endorsement E1 appears on the schedule, the following terms and conditions apply:

Your No Claims Bonus will not be prejudiced by a single claim in any period of insurance or any two occurring claims in any two consecutive periods of insurance.

Protecting your No Claims Bonus, protects your bonus level in accordance with the above. It is not a premium protection, this benefit does not guarantee that your premium will not increase at next renewal.

# EXCLUSIONS TO COVER

## EXCEPTIONS TO SECTION 3

We will pay for the cost of repairing or replacing broken glass in the windscreen and/or windows of your vehicle, and any scratching of surrounding bodywork resulting solely and directly from such breakage.

There will be no limit on payment provided the repair or replacement is arranged by Glassline. If any other contractor is used, a limit of £150 will be applied.

Any payment made solely under this Section will not affect your No Claim Bonus (See Section 4) provided no other damage has been sustained by your car.

CALL GLASSLINE ON 0800 716333

## EXCEPTIONS TO SECTION 4

If your insurance incorporates the Protected No Claim Bonus option it does not cover the first £50 of each claim (excess) for Accidental Damage, Vandalism/Malicious damage.

This clause operates in addition to any other excess applying.

### CONDITIONS APPLICABLE TO SECTION 4

- 1) Your No Claim Bonus or Protected No Claim Bonus will not be reduced if a claim affects only:
  - a) emergency medical treatment as required by the Road Traffic Acts - see Section 1D.
  - b) a broken windscreen/window glass - see Section 3.
- 2) A No Claim Bonus is not earned if the period of insurance is less than twelve months.
- 3) Your No Claim Bonus or Protected No Claim Bonus cannot be transferred to anyone else.

## SECTION 5

## TERRITORIAL LIMITS & FOREIGN USE

### A) Territorial Limits

This Document applies in respect of accidents occurring in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and during sea transit between ports in these areas including the processes of loading and unloading.

The Underwriters will provide the minimum indemnity necessary to comply with the laws relating to compulsory insurance of motor vehicles (or, if higher, the law applicable as if the place where the vehicle was used when the event occurred were in Great Britain), in the following countries:

- 1) any member of the European Union
- 2) any other country for which the commission of the European Union is satisfied that arrangements have been made to meet the requirements of EU Directives on insurance.

**WARNING: THIS ONLY COVERS LIABILITY TO OTHER PARTIES AND WOULD NOT INCLUDE LOSS AND DAMAGE TO INSURED VEHICLE.**

If, in order to comply with the laws of a country in which this insurance operates, we are required to make a payment which we would otherwise not have made, we reserve the right to recover that amount from you or from the person who incurred the liability.

### B) Foreign Use

Subject to the issue of an International Motor Insurance Card (Green Card) and the payment of any additional premium required by the Underwriters, full Document cover will apply;

- 1) in the Countries for which the Green Card is made valid and when the Insured Vehicle is in sea or rail transit between ports in the Countries including the processes of loading and unloading, provided that such transit shall be by any recognised sea passage of no longer duration than 65 hours.
- 2) for the period of the Green Card.

### C) General Average

The Underwriters will indemnify the Document Holder against General Average Contribution, Salvage, Sue and Labour charges incurred and any Customs Duty arising out of the transportation of the Insured Vehicle by sea.

Provided always that:

- 1) such Insured Vehicle is insured against loss or damage by Section 2 of this Document and
- 2) the contribution relates to the value of such Insured Vehicle as agreed and shown in the Schedule.
- 3) Underwriters shall not be liable for Customs or Excise Duties or charges.

# YOUR COVER

## SECTION 6

## LEGAL EXPENSES INSURANCE

For the purposes of Section 6 only, any claims should be reported by telephone to DAS Legal Expenses Insurance Co. Ltd. on 0800 783 6066 quoting policy Number TS4/3823381 or in writing to:

Motor Claims Centre  
DAS Legal Expenses Insurance Company Limited  
DAS Parc  
Greenway Court, Bedwas  
Caerphilly, CF83 8DW

Quoting Policy number TS4/3823381

The following definitions shall apply:

<b>Appointed Lawyer</b>	The lawyer, or other suitably qualified person, who has been appointed to act for the Insured Person under Condition 2 of this section.
<b>Insured Person</b>	The Document Holder and any passenger or driver who is in or on the Insured Vehicle with the Document Holder's permission.
<b>Legal Costs</b>	All reasonable and necessary costs charged by the Appointed Lawyer on a standard basis. Also the costs incurred by opponents in civil cases if the Insured Person has to pay them or pays them with the Underwriters' Agreement.
<b>Date of Occurrence</b>	The date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, then the Date Of Occurrence is the date of the first of these events.

## GENERAL

The Underwriters agree to provide the insurance in this section as long as:

- the Date of Occurrence of the insured incident happens during the period of insurance and within the Territorial Limits (see section 4); and
- any legal proceedings will be dealt with by a court of other body which the Underwriters agree to in the Territorial Limits; and
- in civil claims it is always more likely than not that the Insured Person will recover damages (or other legal remedy) or make a successful defence.

For all insured incidents involving legal proceedings the Underwriters will help in appealing or defending an appeal as long as the Insured Person tells the Underwriters within the time limits allowed that they want the Underwriters to appeal. Before the Underwriters pay any Legal Costs for appeals, the Underwriters must agree that it is more likely than not that the appeal will be successful.

If an Appointed Lawyer is used, the Underwriters will pay the legal costs for this.

The most the Underwriters will pay for all claims resulting from one or more event arising at the same time or from the same cause is £50,000.

### INSURED INCIDENT THE UNDERWRITERS WILL COVER

#### Personal Injury

The Underwriters will negotiate for the Insured Person's legal rights after an event which causes the death of, or bodily injury to an Insured Person while the Insured Person is in or on the Insured Vehicle.

# EXCLUSIONS TO COVER

## EXCEPTIONS TO SECTION 6

- 1) Any claim reported to the Underwriters more than 180 days after the date the Insured Person should have known about the insured incident.
- 2) Any Legal Costs that are incurred before the Underwriters agree to pay them.
- 3) Fines, damages or other penalties which an Insured Person is ordered to pay by a court of other authority.
- 4) Any legal action an Insured Person takes which the Underwriters or the Appointed Lawyer have not agreed to or where the Insured Person does anything that hinders the Underwriters or the Appointed Lawyer.
- 5) Apart from the Underwriters, the Insured Person is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third party rights or interest.

## CONDITIONS WHICH APPLY TO SECTION 6

- 1) An Insured Person must:
  - a) Keep to the terms and conditions of this section.
  - b) Take reasonable steps to keep any amount the Underwriters have to pay as low as possible.
  - c) Try to prevent anything happening that may cause a claim.
  - d) Send everything the Underwriters ask for, in writing.
  - e) Give the Underwriters full details of any claim as soon as possible and give them any information they require.
- 2)
  - a) The Underwriters can take over and conduct, in the name of the Insured Person, any claim or legal proceedings at any time before an Appointed Lawyer is appointed.  
The Underwriters can negotiate any claim on behalf of an Insured Person.
  - b) If the Underwriters agree to start legal proceedings, or if there is a conflict of interest, an Insured Person can choose an Appointed Lawyer by sending the Underwriters the lawyer's name and address. The Underwriters may choose not to accept the choice of lawyer, but only in exceptional circumstances.  
If there is a disagreement over the choice of Appointed Lawyer, another lawyer can be appointed to decide the matter (see Condition 7).
  - c) Before an Insured Person chooses a lawyer, the Underwriters can appoint an Appointed Lawyer.
  - d) An Appointed Lawyer will be appointed by the Underwriters and represent an Insured Person according to the Underwriters' standard terms of appointment. The Appointed Lawyer must cooperate fully with the Underwriters at all times.
  - e) The Underwriters will have direct contact with the Appointed Lawyer.

# EXCLUSIONS TO COVER

- f) The Insured Person must co-operate fully with the Underwriters and with the Appointed Lawyer and must keep the Underwriters up-to-date with the progress of the claim.
  - g) An Insured Person must give the Appointed Lawyer any instructions that the Underwriters ask for.
- 3)
    - a) An Insured Person must tell the Underwriters if anyone offers to settle a claim.
    - b) If an Insured Person does not accept a reasonable offer to settle a claim, the Underwriters may refuse to pay further Legal Costs.
    - c) An Insured Person must not negotiate or agree to settle a claim without the Underwriters' approval.
    - d) The Underwriters may decide to pay an Insured Person the amount of damages that an Insured Person is claiming or is being claimed against them instead of starting or continuing legal proceedings.
  - 4)
    - a) If the Underwriters ask, an Insured Person must tell the Appointed Lawyer to have Legal Costs taxed, assessed or audited.
    - b) An Insured Person must take every step to recover Legal Costs that the Underwriters have to pay and must pay the Underwriters any Legal Costs that are recovered.
  - 5) If an Appointed Lawyer refuses to continue acting for an Insured Person or if an Insured Person dismisses an Appointed Lawyer, the cover the Underwriters provide will end at once, unless the Underwriters agree to appoint another Appointed Lawyer.
  - 6) If an Insured Person stops a claim without the Underwriters' agreement, or does not give suitable instructions to an Appointed Lawyer, the cover the Underwriters provides will end at once.
  - 7) If the Underwriters and an Insured Person disagree about the choice of Appointed Lawyer, or about the handling of a claim, the Underwriters and the Insured Person can choose another Appointed Lawyer to decide the matter. We must both agree to this in writing. If the Underwriters cannot agree with the Insured Person about the choice of the second lawyer, the Underwriters will ask the president of a relevant national law society to choose a lawyer. Whoever loses the disagreement will have to pay the costs of settling it.
  - 8) The Underwriters will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.

## HELPLINE SERVICES

### HELPLINE SERVICES

The Underwriters provide these services 24 hours a day, seven days a week during the period of insurance.

### EuroLaw Commercial Legal Advice

The Underwriters will give the Document Holder confidential legal advice over the phone on any commercial legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

To contact the above service, phone the Underwriters on 0117 934 2111.

To help check and improve service standards, the Underwriters record all calls. The Underwriters will not accept responsibility if the Helpline Services fail for reasons beyond their control. Please do not phone to report a motor insurance claim.

## COMPLAINTS *(arising from Section 6 only)*

Our aim is to provide a quality service. If you think we have let you down, please write to the Managing Director of DAS Legal Expenses Insurance Company Limited and he will try to help.

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

If you are still not happy, you can contact the Association of British Insurers at 51 Gresham Street, London EC2V 7HQ.

If you use this service it does not affect your statutory right to take legal action.

# GENERAL EXCEPTIONS

## This Insurance does not cover:

- 1) any liability, injury, loss or damage while the insured vehicle is being driven or used
  - a) other than for the purposes as specified in your Schedule except while in the custody of a Motor Trader for servicing or repair.
  - b) by anyone who does not hold a licence to drive the insured vehicle or anyone who has held but is currently disqualified from holding or obtaining such a licence.
  - c) by anyone who is not compliant with the conditions of their licence.
  - d) by anyone driving without your permission or on your order.
  - e) in an unsafe condition either before or after an accident.
  - f) for the carriage of explosives, chemicals, chemical by-products, acids or goods of a generally dangerous or inflammable nature.
  - g) for conveying a load in excess of that for which it was constructed or in excess of the maximum carrying capacity as advised to the Underwriters.
  - h) by any person other than the Insured or a person in the employ of the Insured and acting with his authority.
  - i) by any person who does not have a licence to drive such vehicle or a person who held but is currently disqualified from holding or obtaining such licence.
- 2) anyone who fails to fulfil the terms and conditions of this insurance.
- 3) any liability, injury, loss or damage while the insured vehicle is outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands other than as specified in Section 5 (USE OF YOUR VEHICLE ABROAD).
- 4) earthquake, or any loss arising directly or indirectly out of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), terrorism, civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, or nationalisation, or requisition, or destruction of or damage to property by or under the order of any Government or Public or Local Authority, except so far as is necessary to meet the requirements of the Road Traffic Acts.
- 5) riot or civil commotion occurring outside Great Britain, the Isle of Man, the Channel Islands, Switzerland, Norway, or a Member Country of the European Union, but excluding Northern Ireland.
- 6)
  - a) loss or destruction of or damage to property or any resulting loss or expense or any other consequential loss
  - b) any legal liability directly or indirectly caused by, attributable to, or arising from:
    - i) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
    - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
- 7) any liability arising from a contract or agreement which would not have arisen in the absence of such a contract or agreement.

# GENERAL EXCEPTIONS

- 8) any accident, injury, loss, damage or liability when any vehicle covered by your Document of Insurance is in an area of an aerodrome, airport, airfield or military establishment that is used for:
  - a) take off and landing of aircraft, or movement of aircraft on the ground.
  - b) aircraft parking, including the associated service roads, refuelling areas, ground equipment parking areas, hangers and maintenance areas.
- 9) any accident, injury, loss, damage or liability caused, sustained or incurred whilst the load on the Insured vehicle is being conveyed in an unsafe manner either before or after an accident.
- 10) any accident, injury, loss, damage or liability for death of or bodily injury to any person or damage to property directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place. This exception shall not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the territorial limits of this insurance.

- 11) your vehicle whilst being kept or used without a current Department of Transport Test (M.O.T.) Certificate if one is needed.
- 12) loss of use, wear and tear, depreciation, mechanical, electrical, electronic, computer, failures or breakdowns or breakages.
- 13) Underwriters are to have no liability for or in respect of any sum other than those payable under the Policy.
- 14) any intentional damage to any property or the death or injury to any person caused by or incurred with the consent or connivance of the Document Holder or employees of the Document Holder.
- 15) any liability whatsoever arising out of the deliberate use of the Insured Vehicle:
  - a) to cause damage to other vehicles or property and/or
  - b) to cause injury to any person and/or to put any person(s) in fear of injury.
- 16) any proceedings brought against you outside the UK, unless they result from using the Insured Vehicle in a country which we have agreed to extend this insurance to cover (See additional cover under Section 5 - Territorial Limits & Foreign Use).
- 17) racing of any description or being used in any contest, competition, rally or speed trial (apart from treasure hunts).
- 18) the Insured Vehicle being used on any form of race track or off-road activity.

# GENERAL CONDITIONS

We will provide the cover described in this insurance provided the following conditions are met:

## 1) Condition Precedent

The Underwriters will only be liable to provide an indemnity or make payment under this contract of insurance if:

- a) any person claiming indemnity or on whose behalf indemnity is claimed has complied with all the terms and conditions contained in the document of Insurance and any Endorsements;
- b) the declaration and information given on the proposal form is correct and complete to the best of the Document Holder's knowledge and belief;
- c) the Insured Vehicle is being driven in accordance with the terms of the Certificate of Motor Insurance; and
- d) the Insured Vehicle is being used in accordance with the Certificate of Motor Insurance.

## 2) Care of Your Vehicle

You must ensure that your vehicle is maintained in a safe and roadworthy condition in accordance with the manufacturers recommendations and take all reasonable precautions to protect your vehicle from loss or damage. When your vehicle is unoccupied you must remove all ignition keys, lock all doors, close all windows, activate any security devices that may be fitted and take all other steps necessary for protecting it. We require you to allow our duly authorised representative free access at all reasonable times to examine your vehicle.

## 3) Claims and Proceedings

- a) Full details of any incident which may result in a claim under this insurance shall be reported to the Underwriters in writing by way of a fully completed Claim form as soon as reasonably possible;
- b) Every claim form, writ, summons, legal process or other communication in connection with any such incident shall be forwarded to the Underwriters immediately upon receipt;
- c) The Underwriters shall be given all information and assistance they may require in connection with any such incident or claim in respect thereof;
- d) The Underwriters shall be advised immediately of the time and place of any impending prosecution or inquest or fatal inquiry;
- e) No admission of liability or offer or promise of payment shall be made without the Underwriters written consent;
- f) The Police shall be notified as soon as reasonably possible of loss or damage caused by theft or attempted theft or criminal damage;
- g) In the event of damage to the Insured Vehicle which is covered by this insurance, the Underwriters or their appointed representative shall be contacted immediately and their prior approval obtained in respect of any repairs to be undertaken;
- h) In the event of a claim being settled on a total loss basis:
  - i) Underwriters will require the current Ministry of Transport Test Certificate, Vehicle Registration Document and all ignition keys of the Insured Vehicle, the Certificate of Motor Insurance and any other documents requested by them.
  - ii) The remains of the Insured vehicle will become the property of Underwriters for disposal in accordance with the Motor Code of Practice or any other regulation or legislation applying at the time of such damage.
- i) The Underwriters shall be permitted to take over and deal with the defence or settlement of any claim in respect of any liability covered by this insurance in the name of the person against whom the claim is brought;

# GENERAL CONDITIONS

- j) The Underwriters shall be permitted to take proceedings at their own cost to recover the amount of any payment made under this insurance in the name of the Document Holder or other insured person to whom payment has been made and shall be given their full co-operation in relation thereto.

**4) Other Insurance** If any loss, damage or liability covered by this insurance is also covered by any other insurance, we will pay only our share of any claim.

**5) Arbitration** Where a claim has been accepted but there is disagreement over the amount due, the matter will be referred to an arbitrator agreed by the parties in accordance with statutory provisions. If this occurs, an award must be made before any proceedings can be started against us.

**6) Instalment Premiums** (a) Where the premium or any part thereof was paid with the benefit of a finance agreement and there remains sums outstanding (whether or not the date for payment of the said sums or any part thereof has fallen due) by the Document Holder to the provider of the finance (referred to hereafter as the Finance Company) the Underwriters may at their option deduct all or any part of the sums outstanding between the Document Holder and Finance Company from any claims settlement due in respect of a loss under this Document, provided the sum thereby deducted is paid directly by the Underwriters to the Finance Company.

(b) Where the Underwriters have agreed to the payment of premium(s) by instalments, if any instalment is not received by the Underwriters on or before its due date, then all unpaid instalments and service fees shall become immediately due. Should the full premium and service fee not be paid within 7 days of the Underwriters giving written notice of non payment this Document will be cancelled immediately upon the expiry of such notice.

(c) Following such cancellation, provided that there have been no claims in the current period of Insurance, the Document Holder will be entitled to a pro-rata return of premium upon receipt of this Document and Certificates of Motor Insurance.

(d) The Underwriters may at their own option deduct any outstanding premiums due from any claims settlement due in respect of a loss under this Document.

**7) Replacement Vehicle** You must notify us immediately if you acquire a replacement vehicle otherwise we reserve the right to refuse to make any payment against any claim under this insurance (except so far as is necessary to comply with compulsory motor insurance legislation). Following a total loss claim Underwriters will consider a substitution of vehicle, subject to full details being advised.

**YOU ARE REMINDED THAT;** This insurance applies solely to the Insured vehicle detailed in the Schedule.

# GENERAL CONDITIONS

## 8) Cooling off Period

This section is applicable to retail customers (as advised by the insurance broker through whom you arranged this insurance) only; Once you have entered into the insurance contract with Ensign, you are entitled to a period of reflection during which you may decide whether to proceed with the purchase of the insurance contract.

The duration of this period of reflection is 14 days and commences from either:

The day of conclusion of the insurance contract; or

The day on which you receive the full terms of the insurance contract detailing the terms, conditions and information about the contract, whichever is the later.

You should serve notice of cancellation to the insurance broker through whom you arranged this insurance, at the broker's contact address.

You must return the Policy Document, the Certificate(s) of Insurance and Insurance Disc(s), if applicable, and it is a criminal offence for which you can be prosecuted not to do so.

### Charging

Cancellation within the 14 day cooling off period - £40 or a pro-rata charge based upon the time on risk, whichever is the greater.

## 9) Cancellation

You may cancel this insurance at any time by returning to us your Certificate of Motor Insurance. The cancellation will be effective from the date the Certificate is received by us and the appropriate refund of premium will be calculated in accordance with our published short-period rates as shown below. Any refund will be subject to no claim having been made in the period since last renewal.

### SHORT PERIOD RATES

Period not Exceeding	Proportion of Annual Premium Returned
1 Month	75%
2 Months	70%
3 Months	50%
4 Months	40%
6 Months	30%
8 Months	10%
Over 8 Months	Nil

**Please Note:- A minimum premium of £40 will apply.**

We, or your authorised broker/intermediary, may cancel this insurance at any time by sending seven days notice by Recorded Delivery to the last known address on our records. A pro rata refund of premium for the remainder of the period of insurance will be allowed on receipt of the Certificate of Motor Insurance.

# GENERAL CONDITIONS

- 10) Personal Contract** This insurance is a personal contract with you and is not transferable for any reason.
- 11) English Law** Unless it has been specifically agreed to the contrary this insurance will be subject to English law.
- 12) Administration Fees** Underwriters reserve the right to apply a fee for each mid-term amendment carried out on the Insurance in addition to any premium adjustment that results.
- 13) False Declaration and/or Fraud** This Document will be void and of no effect if:  
a) the proposal form and declaration is untrue in any material respect,  
b) the circumstances in which you entered into the insurance are altered without Underwriter's consent.  
If you or anyone acting on your behalf knowingly makes a fraudulent or exaggerated claim, or has made a false declaration or statement in support of such claim, we will not pay any part of the claim and all cover provided and premium paid shall be forfeited.
- 14) Motor Insurance Database** You shall ensure that all vehicle and policy details are notified to the Underwriters within five business days of the effective date for entry on the Motor Insurance Database as required by the relevant Law applicable in Great Britain and Northern Ireland.
- 15) Motor Insurance Database Data Protection** Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing and by the Police for the purpose of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If you are involved in an accident (in the UK or abroad), other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to obtain relevant policy information.  
Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.  
You can find out more about this from us, or at [www.mic.org.uk](http://www.mic.org.uk).
- 16) Claims and Underwriting Exchange & Motor Insurance Anti-Fraud and Theft Database Data Protection** Your details may be passed to the Claims and Underwriting Exchange Register (CUE), run by the Insurance Database Services Ltd (IDSL) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI). We also exchange information with the Police and/or other insurers and other organisations through various other databases. The aim is to help us check information provided and also to prevent fraudulent claims. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to claim. We will pass information relating to this incident to the registers.
- 17) Data Protection** Your information may be disclosed to agents and service providers appointed by us (such as claims handling agents, approved engineers, and investigative agents). Your information may also be transferred to any country including countries outside the European Economic Area for the purpose of administration.  
Your information may be shared with other members of QBE Insurance Group.  
Information held about you may, with some exceptions, be obtained through application to the appointed Data Controller.

# ENDORSEMENTS

The terms, exceptions or conditions of this insurance may be varied by any Endorsement if specified in the Schedule. Unless the details specified in the Schedule restrict its application, the endorsement will apply overall.

These endorsements are effective in spite of anything contained in this insurance to the contrary but are subject otherwise to its terms, exceptions and conditions.

## PURPOSE OF USE

- A10 Carriage of own goods**  
This Insurance does not operate if the Insured vehicle is used for hire or reward or for any other purpose other than for use in connection with the Insured's business or for Social, Domestic and Pleasure purposes.
- A11 Carriage of goods for hire or reward**  
This Insurance does not operate if the Insured vehicle is used for the carriage of passengers for hire or reward or for any other purpose than use in connection with the Insured's business or for the carriage of goods for hire or reward or for Social, Domestic and Pleasure purposes.
- A12 Social Domestic and Pleasure**  
This Insurance does not operate if the Insured Vehicle is used for hire or reward or for any other purpose other than for Social, Domestic and Pleasure purposes.

# ENDORSEMENTS

## DRIVERS

- B1 Named Driver(s)**  
The Underwriters shall not be liable whilst the Insured vehicle is being driven by or for the purpose of being driven is in the charge of any person other than the person(s) as specified in the Schedule.
- B2 Excluded Driver(s)**  
The Underwriters shall not be liable whilst the Insured vehicle is being driven by or for the purpose of being driven is in the charge of the person(s) as specified in the Schedule.
- B3 Excluded Drivers Under a Specific Age**  
The Underwriters shall not be liable whilst the Insured vehicle is being driven by or for the purpose of being driven is in the charge of any person under the age as specified in the Schedule.
- B4 Excluded Drivers Over a Specific Age**  
The Underwriters shall not be liable whilst the Insured vehicle is being driven by or for the purpose of being driven is in the charge of any person over the age as specified in the Schedule.
- B5 Specified Driver(s) Included**  
The endorsement applicable under this Insurance relating to excluded driver(s) shall not apply in respect of the person(s) as specified in the Schedule.
- B6 Excluding Drivers Who Have Not Held a Full Licence for a Specific Period**  
The Underwriters shall not be liable whilst the Insured vehicle is being driven by or for the purpose of being driven is in the charge of any person who has not held a full Great Britain or Northern Ireland driving licence to drive a vehicle of the same class for the period as specified in the Schedule.

# ENDORSEMENTS

## EXCESS

- C1 Damage Excess**  
The Underwriters shall not be liable to pay the first amount as specified in the Schedule of each claim arising under Section 2 other than claims in respect of loss or damage by fire, self-ignition lighting, explosion or by theft or attempt thereof.
- C2 Names Driver(s) Damage Excess**  
Whilst the Insured vehicle is being driven by or for the purpose of being driven is in the charge of the person(s) as specified in the Schedule the Underwriters shall not be liable to pay the first amount as specified in the Schedule of each claim arising under Section 2, other than claims in respect of loss or damage by fire, self-ignition, lightning, explosion or by theft or attempt thereof.
- C6 Tipping Excess**  
The Underwriters shall not be liable to pay the first amount as specified in the Schedule of each claim arising under Section 2 in respect of claims arising out of the operation of tipping.
- C75 Fire & Theft Excess**  
The excess as specified in exceptions to Section 2B Fire and Theft is amended to the amount stated in the Schedule.

# ENDORSEMENTS

## GENERAL

- D2 Indemnity Amended**  
The limit of indemnity of the Section stated in the Schedule is amended to the amount specified in the Schedule.
- D6 Deleted Section(s)**  
Any Section or Sub-section of this Insurance as specified in the Schedule is deleted and deemed inoperative.
- D9 Insurance Cancelled**  
All benefits of this Insurance are cancelled and deemed to be inoperative as from the date as specified in the Schedule.
- D24 Use in The Republic Of Ireland**  
The territorial limits mentioned in your policy are amended to allow your vehicle to be used in the Republic Of Ireland with indemnity as if it were in the United Kingdom.
- D67 Restricted Mileage**  
It is a condition of this Insurance that the Insured vehicle shall not exceed the mileage specified in the Schedule during any 12 month policy period.
- D70 Excluding Damage by Livestock**  
There is no cover under Section 2 of this Insurance in respect of any damage to any vehicle, trailer or implement described in the Schedule caused by livestock.
- DDC Drinks/Drugs Clause**  
In the event of a claim being made under this Document arising out of an accident in which the driver or person last in charge of the vehicle has a Drink/Drug related conviction within the rehabilitation period, as a result of which they are convicted of being under the influence of Drink or Drugs, underwriters liability in respect of such accidents shall be limited to that required by the Road Traffic Act.
- E1 PROTECTED BONUS**  
No Claims Bonus is deemed to be "Protected" as defined in Section 4 (No Claims Bonus).
- E2 Registered Owner**  
The Insured vehicle is registered in the name specified in the Schedule.
- IMM Warranted Immobiliser Fitted**  
No cover will be effected under Section 2 of this document in respect of theft, attempted theft or fire until such time as documentary evidence of an approved security system, as described in the Schedule, is received by the Underwriters.
- TRK Theft/Attempted Theft Excluded until proof of Tracker received**  
It is hereby understood and agreed that the cover provided under Section 2 in respect of theft or attempted theft damage shall not apply unless your vehicle has been fitted with a vehicle locating system which is set in full and effective operation.  
In the event of a claim arising for theft or attempted theft damage, you must provide documentary evidence of a fully operational vehicle locating system being in place at the time of the incident in order for the cover provided under Section 2 in respect of theft or attempted theft to apply.

# COMPLAINTS PROCEDURE

(other than Section 6)

## COMPLAINTS PROCEDURE *(Other than Section 6)*

If you have any questions or concerns about this document or the handling of a claim which cannot be resolved by reference to your broker/intermediary please contact us at the address shown below, quoting your policy number and the name of your broker:-

**The Managing Director  
Ensign  
One Coval Wells  
Chelmsford  
Essex  
CM1 1WZ**

A copy of the Complaint Procedure will be provided upon request.

If you are not satisfied with the way in which a complaint has been dealt with, you may ask the Financial Ombudsman Service to review your case. Please contact the following, quoting your policy number and the name of your broker:-

**Financial Ombudsman Service  
South Key Plaza  
183 Marsh Wall  
London  
E14 9SR**

**Tel. 0207 964 1000**

**Fax. 0207 964 1001**

**Email. [complaints.info@financial-ombudsman.org.uk](mailto:complaints.info@financial-ombudsman.org.uk)**

Compensation - You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS), should Ensign be unable to meet its liabilities under this policy. Further information about the compensation scheme is available from the FSCS Information can be obtained on request, or by visiting the Financial Services compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk)