

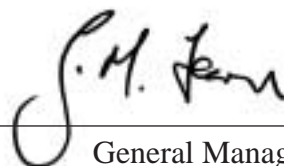


Motorserv Insurance Policy

Please read this policy carefully and check that it meets your requirements. Any query should be immediately referred to your Insurance Broker or Agent.

On payment of the Premium the Company will provide the Insurance described in this Policy in respect of loss or damage or liability arising during the Period of Insurance within the Territorial Limits and during any subsequent period for which the Company shall agree to accept payment for the renewal of this Policy

for and on behalf of the Company

A handwritten signature in black ink, appearing to read "J. M. Jones". The signature is written in a cursive style with a large initial "J".

General Manager

SECTION 1 – DEFINITIONS

1. THE COMPANY

MMA Insurance plc

2. THE INSURED VEHICLE

(A) The motor vehicle(s) whose make model and registration number(s) are specified on the Schedule and trade fixtures and fittings therein for an amount not exceeding the Sum Insured stated in the Schedule

EXCLUDING

1. portable tools and equipment
2. stock and materials in trade

(B) Any motor vehicle in the custody or control of the Insured for the purpose of up-keep service or repair

EXCLUDING

1. any vehicle for which an H.G.V. or P.S.V. licence is required
2. vehicles owned or in the custody or control of the Insured for the purpose of sale or resale or leasing
3. any vehicle owned by the Insured or any Declared Driver or spouse of the Insured or the spouse of any Declared Driver
4. any vehicle being driven by or in the custody or control of any company partnership or person not described in the Certificate of Motor Insurance

(C) Any disabled mechanically propelled vehicle attached to the vehicle described in A for the purpose of being towed

3. DECLARED DRIVERS

Any person named on the Certificate of Motor Insurance and on the Schedule full details of whom have been supplied to the Company

4. INEXPERIENCED DRIVER

A person who has not held a full United Kingdom driving licence for the last 12 months

5. BUSINESS PREMISES

The Business Address(es) stated in the Schedule and any house building or land used owned or occupied by the Insured or any partner director employee or Declared Driver and used for up-keep service or repair of any motor vehicle

NOTE: Any private residence occupied by the Insured or any Declared Driver is not a Business Premises for the purpose of this policy

6. TERRITORIAL LIMITS

1. In respect of the motor vehicle(s) bearing the registration number(s) shown on the Schedule Great Britain Northern Ireland the Channel Islands and the Isle of Man
2. In respect of any motor vehicle in the custody or control of the Insured for the purpose of up-keep service or repair Great Britain Northern Ireland the Channel Islands and the Isle of Man but EXCLUDING any motor vehicle:
 1. in or on the Business Premises
 2. on a road at or in the vicinity of the Business Premises

7. EXCESS

The amount the Insured must pay in the event of loss of or damage to the Insured Vehicle. The amount is shown on the Schedule

8. OCCUPATION

The business of the Insured as disclosed to the Company and described on the Schedule but EXCLUDING

1. The sale or resale or leasing of motor vehicles for business purposes
2. The carriage of goods for hire or reward
3. The conveyance of passengers for hire or reward

Use solely for breakdown purposes in accordance with the regulations applicable thereto is not deemed to be use for hire or reward

9. COVER

1. Comprehensive – As described in Sections 1 2 3 4 5 6 and 7
2. Third Party Fire & Theft – As described in Section 1 2 and 3 but EXCLUDING loss or damage other than that occasioned by or arising from fire self ignition lightning explosion theft or any attempt thereat
Sections 4 5 6 and 7
3. Third Party Only – As described in Sections 1 2 4 5 6 and 7

SECTION 2 – LIABILITY TO THIRD PARTIES

1. In the event of an accident involving the Insured Vehicle and occurring within the Territorial Limits the Company will indemnify the Insured in respect of:

All sums which the Insured shall be legally liable to pay

1. for death or bodily injury
2. for accidental damage to property provided that the Company's liability shall not exceed the sum of £1,000,000 in respect of any one claim or all claims of a series consequent upon one original cause and
3. all sums which the Insured shall become legally liable to pay for claimants costs and expenses

And with the written consent of the Company

4. other costs and expenses
5. solicitor's fees
 1. for representation at any Coroner's Inquest or Fatal Accident Inquiry
 2. for defending any proceedings in any Court of Summary Jurisdiction in respect of any act causing or relating to any event which may be the subject of Indemnity under this Section
6. reasonable costs up to £2000 for legal services for defence in the event of proceedings being taken for manslaughter or causing death by dangerous driving where the death may be the subject of indemnity under this Section

caused by or in connection with the Insured Vehicle or the loading or unloading of the Insured Vehicle

2. For the purpose of this Section the Insured shall also include
 1. any person entitled to drive by the Certificate of Motor Insurance driving or using the Insured Vehicle with the permission of the Insured
 2. at the request of the Insured any passenger who at the time of any accident is in or getting into or getting out of the Insured Vehicle

PROVIDED that the person claiming indemnity

3. is not entitled to indemnity under any other Policy
4. shall as though he were the Insured observe fulfil and be subject to the Policy terms, exclusions and conditions insofar as they can apply
3. In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify his legal representatives in the terms of and subject to the limitations of this Section provided that such representatives shall as though they were the Insured observe fulfil and be subject to the terms exclusions and conditions of this Policy insofar as they can apply

4. The Company will pay Emergency Treatment Charges arising under the Road Traffic Act incurred as a result of an accident which may give rise to a claim under this Section

5. EXCEPTIONS TO SECTION 2

The Company shall not be liable in respect of

1. death of or bodily injury to any employee arising out of or in the course of the employment of such person by the Insured or any other person claiming to be indemnified by this Section except as required by the Road Traffic Acts
2. damage to property belonging to or held in trust by or in the custody or control of the person claiming indemnity
3. damage to any Insured Vehicle
4. death injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of a load to the Insured Vehicle or the taking away of a load from such vehicle
5. death injury or damage arising directly or indirectly from work on any Insured Vehicle by the Insured or any person in the service of or acting on behalf of the Insured except as required by the Road Traffic Acts

SECTION 3 – LOSS OR DAMAGE

1. The Company will indemnify the Insured in respect of loss of or damage to the Insured Vehicle (including its accessories and spare parts in or on the vehicle) occurring within the Territorial Limits but EXCLUDING any motor vehicle in the custody or control of the Insured for the purpose of up-keep, service or repair
 1. in or on the Business Premises
 2. on a road at or in the vicinity of the Business Premises
2. The Company may at its own option repair reinstate or replace the vehicle or any part thereof its accessories or spare parts or may pay in cash the amount of the loss or damage. If to the knowledge of the Company the Insured Vehicle is the subject of a Hire Purchase Agreement such payment shall be made to the owner thereof whose receipt shall be a full and final discharge to the Company in respect of such loss or damage
3. If the Insured Vehicle is disabled by reason of loss or damage which is the subject of Indemnity under this policy the Company will bear the reasonable costs of protection and removal to the nearest repairers and also pay the reasonable costs of delivery after repair to the Insured at his address in the United Kingdom
4. A claim under this Section solely for replacement glass in windscreen or side or rear windows in respect of any vehicle described in Definition 2A shall not be deemed a claim for the purpose of No Claims Discount

5. EXCEPTIONS TO SECTION 3

The Company shall not be liable in respect of

1. loss of use depreciation wear and tear mechanical electrical electronic computer or computer software breakdowns failures faults or break-ages
2. damage to tyres by application of brakes or by road punctures cuts or bursts
3. loss of or damage to the Insured Vehicle arising directly or indirectly from work on such vehicle by the Insured or any person in the service of or acting on behalf of the Insured
4. the Excess shown on the Schedule in respect of each and every occurrence of loss of or damage to any one Insured Vehicle other than for fire or theft or any attempt thereat or malicious damage and replacement of glass in windscreen or rear or side windows

While the Insured Vehicle is being driven by or is for the purpose of being driven in the charge of any person in the following categories the Excess shown on the Schedule is increased as follows:

- | | |
|--|------|
| 1. Persons under 25 years of age | £350 |
| 2. Inexperienced Drivers age 25 years and over | £200 |

If the Company shall pay the aforementioned amount the Insured shall repay such amount to the Company forthwith. These amounts operate independently of an addition to any other excess clause or condition which may be applied or endorsed on this Policy

5. the Excess shown on the Schedule in respect of each and every occurrence of fire or theft or attempt thereat or malicious damage to any one Insured Vehicle
6. the Excess shown on the Schedule in respect of each and every claim for replacement glass in windscreen or side or rear windows made under paragraph 4 of Section 3
7. loss of or damage to any telephone or 'citizen band' radio
8. loss of or damage to any vehicle manufactured in the USA or Canada unless specifically manufactured for sale in the United Kingdom
9. any decrease in the value of the Insured Vehicle following repair
10. loss or damage occurring as a result of deception by a purported buyer or his agent
11. loss or damage arising from the malicious act of any employee or partner or member of the Insured's family
12. loss of or damage to any vehicle manufactured before 1975 or any vehicle with a fibreglass bodyshell or built from a kit
13. loss of or damage to any motorcycle quadbike or trike (three wheeled motorcycle)
14. loss of or damage to any Insured Vehicle resulting from theft or attempted theft when the ignition keys have been left in or on the Insured Vehicle or if all the doors windows and other openings have not been closed and locked
15.
 1. any amount greater than the maker's list price in the United Kingdom for the supply of any spare part or accessory
 2. or if the vehicle was manufactured outside the United Kingdom and imported other than through the manufacturers normal import arrangements any amount greater than the cost of the similar spare part or accessory for the equivalent United Kingdom vehicle model

At the company's discretion a cash settlement on this basis may be made if such part or accessory cannot be obtained

SECTION 4 – FOREIGN USE

1. This Policy is extended in respect of the Insured Vehicle to give the minimum compulsory third party insurance requirements of the following countries:
 1. Member countries of the European Union
 2. Any other country which the Commission of the European Union approves as meeting the requirements of Article 7 (2) of the European Community Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (no. 72/166 CEE)
2. Subject to the Company's consent and payment of any required additional premium the policy may be extended in full in respect of a specified Insured Vehicle which is owned by and registered in the name of the Insured for the period specified on the International Motor Insurance Certificate (Green Card) while the Insured Vehicle is
 1. temporarily in any country notified to the Company
 2. in transit (including loading and unloading) between any countries to which this policy applies but any sea transit must be by a scheduled sea route

The Company shall not be liable whilst the Insured Vehicle is being driven by or is for the purpose of being driven by in the charge of any person not included as a user in paragraph 7 of the International Motor Insurance Certificate (Green Card)

SECTION 5 – NO CLAIMS DISCOUNT

In the event of no claim being made or arising under this Policy during a Period of Insurance specified herein immediately preceding the renewal of this Policy the renewal premium shall be reduced by a No Claims Discount in accordance with the Company's published scale for the Motorserv Policy

No Claims Discount is not transferable to any other person

SECTION 6 – GENERAL EXCEPTIONS

The Company shall not be liable in respect of

1. EXCLUDED DRIVERS/USE

Any accident injury loss damage or liability caused sustained or incurred while any motor vehicle in respect of which indemnity is provided by this Policy is

1. being used otherwise than in accordance with the terms of the Certificate of Motor Insurance
2. being driven by or in the custody or control of any company partnership or person not described in the Certificate of Motor Insurance
3. being driven by any person who is not the holder of a full United Kingdom driving licence to drive such vehicle

2. CONSEQUENTIAL LOSS

Consequential loss to the Insured arising directly or indirectly from any accident damage injury or loss

3. AGREEMENTS

Liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement

4. EARTHQUAKE OR RIOT

Any accident injury loss or damage (except under Section 2 Liability to Third Parties) arising during (unless it be proved by the Insured that the accident injury loss or damage was not occasioned thereby) or in consequence of

1. earthquake or
2. riot civil commotion occurring elsewhere than in Great Britain Isle of Man or the Channel Islands

5. AIRPORT RISKS

1. any accident injury loss of or damage to any aircraft or any liability or injury arising from such damage
2. any consequential loss in connection with any aircraft or airport operation arising from the presence of any vehicle insured by this Policy in any area to which any aircraft has access

6. RALLIES

Any accident injury loss damage or liability caused sustained or incurred while the Insured Vehicle is being used in a National or International Rally under Rules of the Federation Internationale de L'Automobile or a National Club

7. NUCLEAR RISKS

Loss (including any consequential loss) damage accident or liability resulting or arising from or directly or indirectly caused or contributed to by

1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear wastes from the combustion of nuclear fuel
2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

8. WAR RISKS

Any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power except so far as is necessary to meet the requirements of the Road Traffic Acts

9. TERRORISM

Any liability loss or damage arising directly or indirectly from acts of terrorism as defined in the UK Terrorism Act 2000 except where we need to provide the minimum insurance required by the Road Traffic Acts

10. POLLUTION

Any loss damage accident or liability resulting or arising from or directly or indirectly caused by or contributed to by pollution or contamination unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the period of insurance and is sudden and identifiable and unintended and unexpected other than is necessary to meet the requirements of the Road Traffic Acts All pollution that arises out of one incident shall be considered to have occurred at the time the incident took place

11. HAZARDOUS GOODS

Any loss damage accident or liability resulting from or directly or indirectly caused by or contributed to or arising from

1. hazardous dangerous or explosive goods or substances
2. explosion sparks or ashes from the Insured Vehicle or from any trailer or machinery attached to or detached from it

SECTION 7 – GENERAL CONDITIONS

This Policy together with its Schedule Certificate and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any part shall have the same meaning wherever it may appear

1. CLAIMS PROCEDURE AND REQUIREMENTS

1. In the event of any accident injury loss or damage the Insured or his legal representative must at his own expense
 1. give the Company full details as soon as possible after any event which could lead to a claim under this policy by phoning our Motor Trade Claims Line number 0118 955 2237 during office hours A claim form will be completed and sent to the Insured to verify the details and sign The Insured must then return the claim form and any other supporting documentation to the Company
 2. send to the Company immediately upon receipt any letters or documents in connection with the event and must not reply to them
 3. take all reasonable precautions to prevent further injury loss or damage
 4. immediately inform the police of any theft or malicious damage
 5. send to the Company immediately upon receipt any writ summons or other legal process issued or commenced against the Insured
 6. supply all estimates information and assistance as may be required
 7. notify the Company immediately of any impending prosecution coroners inquest or fatal accident enquiry or the intended issue of any writ summons or other legal process by or on behalf of the Insured
2. The Company shall be entitled
 1. to take and keep possession of the Insured Vehicle and to deal with the salvage in a reasonable manner
 2. to negotiate defend or settle in the name and on behalf of the Insured any claim made against the Insured
 3. to prosecute in the name of the Insured for its own benefit any claims against any other person in respect of any amount paid or payable
3. The Insured must not
 1. abandon any property to the Company
 2. negotiate or repudiate any claim without the Company's written consent

2. SHARING OF CLAIMS

If any loss damage or injury insured by this Policy is covered by any other insurance the Company shall pay only its rateable proportion

3. REASONABLE PRECAUTIONS

The Insured shall take all reasonable precautions to avoid injury loss or damage in respect of which the Company is or may become liable under this Policy and shall maintain any motor vehicle insured hereby in efficient and roadworthy condition

4. CANCELLATION

1. Policyholders who cancel their policy within 14 days of the latter of either:
 1. the inception or renewal date
 2. the date from which they receive the contractual terms and conditionsare entitled to a proportionate return of their premium less £45 This applies even if the policyholder has made a claim
Policyholders who cancel their policy after 14 days are also entitled to a proportionate return of the premium less £45 if no claim has been made
The service charge will be applied to the first year of insurance only and not successive years
In either case the certificate of motor insurance must be returned to MMA Insurance in order to cancel the insurance policy together with written notification of your intention to cancel the policy
2. We or any agent appointed by Us and acting with Our authority may at any time cancel this policy by giving You 7 days notice in writing by recorded delivery letter to Your last known address On return of the Certificate of Motor Insurance We will refund that part of Your premium which applied to the rest of the Policy
3. If you pay the premium for this policy by Our instalment plan and any of Your monthly instalments are not paid by the due date the balance outstanding shall become payable We will give You 7 days written notice and if the balance outstanding remains unpaid the policy will be cancelled on expiry of such notice and you must return Your Certificate of Insurance to Us immediately

5. INFORMATION SUPPLIED

The Liability of the Company shall be conditional upon the observance by the Insured and any other person claiming indemnity of the terms and conditions of this Policy and the truth and completeness of the statements and answers in the proposal or otherwise supplied by or on behalf of the Insured

6. AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this Policy or any endorsement thereon shall affect the right of any person indemnified by this Policy or any other person to recover an amount under or by virtue of the provisions of the Law of any territory in which the Policy operates relating to the insurance of liability to Third Parties but the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provision of such law

7. APPLICATION OF LIMITS OF INDEMNITY

In the event of any accident involving indemnity to more than one person any limitation by the terms of this Policy or any Endorsement thereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Policyholder

8. THE MOTOR INSURANCE DATABASE

It is a condition of the policy that you supply such details of the vehicles whose use is covered by the policy as are required by the relevant law applicable in Great Britain and Northern Ireland for entry on the Motor Insurance Database

9. CHOICE OF LAW

You and we are free to choose the law applicable to this contract but in the absence of agreement to the contrary the law of the country in which you are resident at the time of the contract will apply. If you are not resident in the United Kingdom the law that will apply will be the law of England and Wales

10. FRAUD

If any fraudulent means including inflation or exaggeration of any claim or submission of forged or falsified documents are used to obtain benefit by You or anyone acting on Your behalf all benefit under the policy shall be forfeited

11. ALTERATION IN RISK

The Insured must tell the Company immediately of any alteration in risk that materially affects this policy. Material information would include:

1. a change in any specified Insured Vehicle or the way it is used
2. the location of the Insured Vehicle
3. a change to the Declared Drivers their driving history or their health
4. any other information which makes losses more likely to happen or more serious if they do happen

COMPLAINTS PROCEDURE

It is always our intention to provide a first class standard of service. If you do have any cause for complaint, please contact the Underwriting Manager or the Claims Manager at:

MMA Insurance plc Norman Place Reading RG1 8DA

If you still consider the matter unresolved, you can write to the Chief Executive at MMA Insurance plc or ask for your case to be reviewed by the Financial Ombudsman Service (FOS) at:

South Quay Plaza 183 Marsh Wall London E14 9SR

There are a few instances where the FOS is not able to assist and you must have allowed MMA the opportunity to resolve your complaint before the FOS become involved.

FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to receive compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claims without any upper limit.



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Authorised and regulated by the
Financial Services Authority

Your Broker/Intermediary to whom all correspondence should be addressed is: