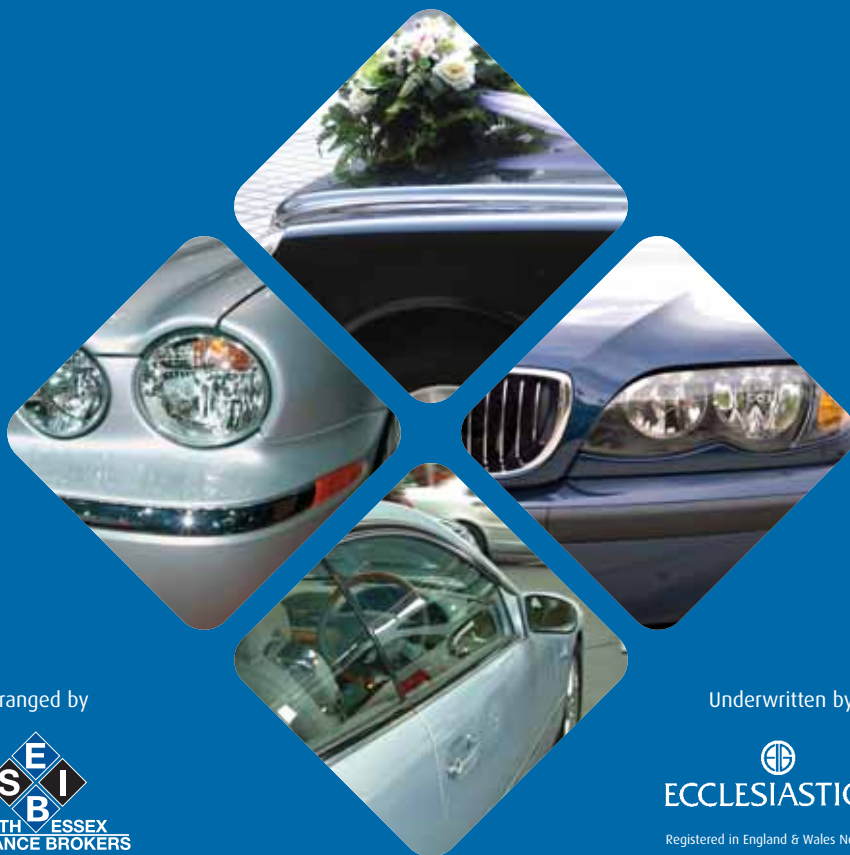


Executive and Private/Public Hire Insurance Policy Document

Arranged Exclusively by
South Essex Insurance Brokers



Arranged by



South Essex Insurance Brokers Ltd.
are authorised and regulated by
the Financial Services Authority.

Underwritten by



Registered in England & Wales No. 24869

Registered Office: Beaufort House
Brunswick Road, Gloucester GL1 1JZ

Authorised and regulated by
the Financial Services Authority

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Please study this policy carefully to ensure that it meets your needs.



ECCLESIASTICAL

WHAT TO DO WHEN INVOLVED IN AN ACCIDENT

(1) In the United Kingdom

Advising the Company and getting the car repaired

All you need to do is telephone the Ecclesiastical Motoring Helpline free on **0800 24 68 17**.

At the scene of the accident

- (a) Note the registration of the other vehicle(s) and make a plan of the accident.
- (b) Ask for the name and address of every person involved and other passers-by and motorists witnessing the accident.
- (c) Do not admit responsibility for the accident or sign any statement to that effect.

Complying with the law

- (a) Following an accident resulting in damage to another vehicle, an animal or other property, you must stop and give your name, address and registration particulars of the vehicle driven by you to any person who has reasonable grounds for requiring the information.
- (b) If the vehicle does not belong to you, you must also give the name and address of the owner.
- (c) Where any person, other than yourself, has been injured you are required in addition to show your Certificate of Insurance to the police or any other person having reasonable grounds for requiring its production.
- (d) If you are unable to comply with these requirements at the time, you must report the accident to the police as soon as reasonably practicable and in any case within 24 hours.

(2) In Europe

You will need to telephone Ecclesiastical Insurance Group on **44 1452 528 533** and speak to the Claims Department, to report the accident and seek advice on how to get the vehicle repaired.

WHAT TO DO IF YOUR WINDSCREEN BREAKS

Telephone Autoglass free on **0800 36 36 36**.

Where Comprehensive insurance applies, Autoglass will repair or replace the broken windscreen subject to the windscreen excess.

Where Third Party, Fire and Theft insurance applies you will be responsible for the payment of any bill.

EXECUTIVE PRIVATE HIRE POLICY

You have made a proposal and declaration to Ecclesiastical Insurance Office plc (the Company) and paid or agreed to pay the premium. We will insure you against legal liability, loss or damage which may occur during any period of insurance for which we have accepted your premium subject to the terms, conditions and endorsements of this policy. This policy will be interpreted in accordance with the law of England and Wales unless you live in Scotland in which case the law of Scotland will apply.

On behalf of the Company


Group Chief Executive

INTERPRETATIONS AND DEFINITIONS

INTERPRETATIONS

Policy

The certificate of motor insurance, the schedule and any endorsements are part of this policy.

DEFINITIONS

Each time the following words or phrases are used in this booklet they will be printed in **bold type** and will have the specific meaning shown below.

Policyholder, you, your

The person named in the **certificate of motor insurance**.

Company, we, us, our

Ecclesiastical Insurance Office plc.

Schedule

The document issued by **us** which shows details of the **policyholder**, the insurance cover provided and the **period of insurance**.

Period of insurance

The period of time covered by this policy as shown in the **certificate of motor insurance** and any further period for which **we** accept **your** premium.

Certificate of motor insurance

The certificate issued by **us** which provides evidence that **you** have the minimum compulsory motor insurance required by law. It shows who can drive the **insured vehicle** and the purposes for which it can be used.

Insured vehicle

The vehicle shown in the **certificate of motor insurance** or any vehicle notified to and accepted by **us** for the purpose of this insurance.

Endorsement

Evidence of changes in the terms and conditions of the policy. **Endorsements** are shown on **your schedule** or they will be notified to **you** as changes are made to the policy.

Road

Road means a road as defined in the Road Traffic Acts or Motor Traffic Law operative within the areas covered by this policy.

INTERPRETATIONS AND DEFINITIONS CONTINUED

Airside

Any area in the vicinity of an aerodrome or airport including

- (a) that part of an aerodrome or airport provided for take-off and landing of aircraft and for the movement of aircraft on the surface.
- (b) Aircraft parking aprons including the associated roads and ground equipment parking areas.
- (c) Those parts of passenger terminals of an international airport, which come within the customs examination area.
- (d) Any area where the Road Traffic Acts do not apply.

Accessories

Any items supplied by the manufacturer either as standard or as an optional extra and any items permanently fitted or attached to the **insured vehicle**. This includes radio cassette or compact disc players and communications equipment. **Accessories** also include fixtures and fittings such as fridges and cookers.

Excess

The amount **you** pay towards the agreed cost of any claim under **your** policy.

SECTION 1 – LOSS OR DAMAGE

Important note : Where the basis of cover is Third Party, Fire and Theft, (1a) and (1c) below do not apply.

(1a) Accidental damage

We will insure **you** for loss of or damage to the **insured vehicle** including its **accessories** and spare parts by any cause not specified in sub section (1b) or (1c) or the Exceptions to this section.

(1b) Fire and theft

We will insure **you** for loss of or damage to the **insured vehicle** including its **accessories** and spare parts by fire, lightning, explosion, theft or attempted theft.

(1c) Windscreen and glass breakage

We will insure **you** for breakage of glass in the windscreen or windows of the **insured vehicle** and for any scratching of bodywork resulting solely and directly from such breakage.

A claim arising under this sub section will be deemed not to be a claim under the policy for the purpose of the No claim discount section.

PROTECTION AND REMOVAL OF VEHICLE AFTER AN ACCIDENT AND REPAIRS

If the **insured vehicle** is disabled by reason of loss or damage insured under this policy, **we** will pay the reasonable cost of the following.

- (a) Protection and removal to the nearest repairers.
- (b) Delivery to **you** after repairs have been completed to **your** normal address in the United Kingdom.

Repairs

The Insured may authorise reasonable repairs to the vehicle without prior notice to the Company provided that a written estimate is submitted to the Company immediately.

LOSS OR THEFT OF KEYS

In the event of the keys and/or lock transmitter and the central locking interface to the **insured vehicle** being lost or stolen, **we** will pay for the cost of replacing:

- (a) the door locks and/or boot locks;
- (b) the ignition/steering locks;
- (c) the lock transmitter and central locking interface. Providing any person in receipt of such keys or

transmitter can reasonably be expected to know the identity and whereabouts of the **insured vehicle** and there are reasonable grounds to consider that the risk of theft of the vehicle is increased.

EXCEPTIONS TO SECTION 1

This policy does not insure

- (a) Loss of use, depreciation, wear and tear, mechanical, electrical, electronic, computer failure, breakdown or breakages.
- (b) Damage to tyres by application of brakes or by punctures, cuts or bursts.
- (c) Damage caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.
- (d) Loss of or damage to contents other than **accessories**.
- (e) The amount of any **excess** as shown in the policy, the **schedule** or by **endorsement**.
- (f) Any reduction in the market value of the **insured vehicle** following its repair.
- (g) Consequential loss of any kind.
- (h) Loss or damage arising from theft or attempted theft whilst the ignition keys of the **insured vehicle** have been left in or on such vehicle.

SETTLEMENT OF CLAIMS

We will at **our** option pay for the repair or replacement of the **insured vehicle** or pay an amount in cash equivalent to the value of any loss of or damage to the **insured vehicle**, **accessories** or spare parts. The maximum amount payable will be the market value immediately prior to such loss or damage not exceeding the **policyholder's** estimated value as last advised to **us**.

If any **accessories** or parts of the **insured vehicle** are obsolete or cannot be obtained **we** will pay the value of the **accessories** or parts at the time of the loss or damage but not exceeding the manufacturers list or last quoted price of the **accessories** or parts.

We will not be liable for that part of the cost of any repair or replacement which improves the **insured vehicle** beyond its condition prior to the loss or damage occurring.

New car replacement

We will replace the **insured vehicle** with a new vehicle of the same make and model subject to availability in the United Kingdom if within one year of the date of registration as new the **insured vehicle** is:

- (a) lost by theft and not recovered within twenty-eight days of the loss being reported to us; or
 - (b) damaged to an extent that repairs would exceed 50% of its list price (including taxes) at the time of the damage.
- The lost or damaged vehicle will then become **our** property.

Hire purchase and leasing agreements

If the **insured vehicle** is the subject of a hire purchase agreement or leasing agreement, payment for the total loss or destruction of the **insured vehicle** will normally be made to the legal owner.

SECTION 2 – LIABILITY TO OTHERS

(1) Indemnity to the policyholder

We will insure **you** for all sums which **you** may be held legally liable to pay for death of or bodily injury to any person or (subject to the Third Party Property Damage limit) for damage to property arising out of the use of or caused by the following.

- (a) The **insured vehicle** or an attached trailer.
- (b) Any other motor car or motor cycle or an attached trailer which **you** are driving provided this is permitted by the **certificate of motor insurance**.

(2) Indemnity to other persons

In the same way as **you** are insured **we** will insure the following.

- (a) Any person **you** allow to drive or use the **insured vehicle** provided this is permitted by the **certificate of motor** insurance and subject to any **endorsement** to this policy.
- (b) Any passenger travelling in or getting into or out of the **insured vehicle**.
- (c) **Your** employer or business partner provided that the vehicle is not the property of or hired or leased to either **your** employer or business partner.

(3) Legal personal representatives

In the event of the death of anyone insured under this section **we** will protect that person's estate against liability insured under this section and incurred by the deceased person.

(4) Legal costs and expenses

In respect of any event which might involve legal liability under this section **we** will pay the following.

- (a) Solicitors' fees for representation at any Coroner's Inquest or Fatal Accident Inquiry or Court of Summary Jurisdiction.
- (b) Costs of legal services for defence in the event of proceedings being taken for manslaughter or causing death by reckless or dangerous driving.
- (c) All other costs and expenses incurred with **our** written consent.

(5) Emergency treatment

We will indemnify any person using any vehicle in connection with which indemnity is provided under this section against liability under the Road Traffic Acts to pay for emergency treatment fees.

A payment made by reason of this provision will be deemed not to be a claim under the policy for the purpose of the No claim discount section.

(6) Indemnity to Principals

Notwithstanding General Exception 2 **we** will indemnify any Principal against legal liability in respect of which **you** would have been entitled to indemnity under the policy if the claim had been made against **you**.

Provided that **you** shall have arranged with the Principal for the conduct and control of all claims for which **we** may be liable by virtue of this sub-section to be vested in **us**.

We will not provide an indemnity in respect of liquidated damages or under any penalty clause.

(7) Third Party Property Limit

In respect only of liability arising from damage to property the indemnity **we** provide (irrespective of the number of parties insured under this section of the policy) shall not exceed £20,000,000 in respect of any one incident or number of incidents arising from one cause or occurrence, excluding legal costs and professional fees and expenses.

The indemnity **we** provide in respect of legal costs and professional fees and expenses shall not exceed £5,000,000 in respect of any one accident or number of accidents arising from one cause or occurrence

EXCEPTIONS TO SECTION 2

This policy does not insure the following.

- (a) Liability for death or bodily injury sustained by a person in the employment of anyone indemnified by this policy arising out of such person's employment except so far as is necessary to meet the requirements of the Road Traffic Acts
- (b) Liability for loss of or damage to any vehicle in connection with which indemnity is provided under this section

- (c) Liability for loss of or damage to property belonging to or in the custody of any person claiming indemnity under this section
- (d) Liability incurred by any person entitled to indemnity under any other policy
- (e) liability for death or bodily injury or for loss of or damage to property arising out of any act of terrorism

This policy also excludes liability for death or bodily injury or for loss of or damage to property directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of terrorism.

For the purposes of this exclusion terrorism shall mean an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisations or governments committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government or to put the public or any section of the public in fear.

If we allege that by reason of this exclusion any liability for death or bodily injury or for loss of or damage to property is not covered by this policy (or is covered only up to a specified limit of liability) the burden of proving the contrary shall be upon **you**.

SECTION 3 – PERSONAL ACCIDENT

The Company will at the request of the Insured or of the Insured’s legal personal representatives pay the following benefits in the event of any person driving on the Insured’s order or with the Insured’s permission sustaining in direct connection with the vehicle bodily injury by accidental external violent and visible means which independently of any other cause and within three calendar months results in:

- | | |
|---|--------|
| (i) death | £1,000 |
| (ii) complete and permanent loss of sight of an eye | £1,000 |
| (iii) loss by severance of a limb at or above the wrist or ankle provided that: | £1,000 |
- (a) the Company shall not be liable to make any payment in respect of bodily injury to any person who at the time of the injury is 70 years of age or more
 - (b) payment in respect of any one accident shall not exceed £1,000
 - (c) in the event of the Insured or the authorised driver being the holder of any policy or policies within the Company in respect of any other motor vehicle Personal accident benefit shall be payable to any one person under one policy only.

SECTION 4 – MEDICAL EXPENSES

Note: This Section only applies where comprehensive cover has been chosen.

We will pay up to £250 per person for any medical expenses incurred if **you** or **your** passengers are injured in an accident involving the **insured vehicle**.

SECTION 5 – PERSONAL EFFECTS

Note: This Section only applies where comprehensive cover has been chosen.

We will pay up to a total of £250 any one occurrence for personal effects whilst in or on the **insured vehicle** if they are lost or damaged because of accident, fire, theft or attempted theft.

EXCEPTIONS TO SECTION 5

This policy does not insure the following.

- (a) Money, stamps, tickets, documents or securities
- (b) Goods, samples or tools carried in connection with any trade or business
- (c) Theft of any property carried in an open or convertible car unless such property is in a locked boot
- (d) Personal effects while in or on the **insured vehicle** if the **insured vehicle** is a mobile caravan or trailer
- (e) Property insured under any other policy.

SECTION 6 – NO CLAIM DISCOUNT

No claim discount

If no claim has been made or arises under this policy during the **periods of insurance** shown below, **your** next renewal premium will be reduced by the discount shown in the following table.

| Period of Insurance | Reduction | Discount earned at last renewal | Discount at next renewal | | |
|--|-----------|---------------------------------|--------------------------|------------|-----------|
| | | | One Claim | Two Claims | 3+ Claims |
| the previous year | 10% | 10% | Nil | Nil | Nil |
| the previous 2 consecutive years | 20% | 20% | Nil | Nil | Nil |
| the previous 3 consecutive years | 30% | 30% | 10% | Nil | Nil |
| the previous 4 consecutive years | 40% | 40% | 20% | Nil | Nil |
| the previous 5 or more consecutive years | 50% | 50% | 30% | 10% | Nil |

Important notes

- (a) **Your** no claim discount cannot be transferred to any other person.
- (b) This is a no claim discount and not a 'no blame discount'. If a loss occurs which is not **your** fault and **we** have to make a payment, **your** no claim discount will be affected unless **we** can recover **our** outlay from the third party or the protected no claim discount as detailed above applies.

PROTECTED NO CLAIM DISCOUNT

Provided you are entitled to 5 or more consecutive years No claim discount as shown in Section 6 (No Claim Discount) of your policy, and pay the appropriate premium for the benefit of a protected no claim discount, we will not reduce your No claim discount unless more than two claims arise in five consecutive years.

SECTION 7 – GEOGRAPHICAL LIMITS AND FOREIGN TRAVEL

Geographical limits

The insurance provided by this policy applies in respect of events occurring in:

- (a) any member country of the European Union;
- (b) any other country whose arrangements comply with EU directives following approval by the European Commission;
- (c) any other country in respect of which **we** agree to provide cover following a request by **you** but only for the period advised and a charge may be made; and in the course of travel by any recognised route between or within such countries (including processes of loading and unloading incidental to such transit).
- (d) in respect of damage to third party property the maximum liability of the Company is £1,000,000, or such greater sum as may be required by the compulsory motor legislation in the country in which the accident occurs.

Note: Your **certificate of motor insurance** lists the countries which comply with (a) or (b).

Guidance note

Please remember to take this policy and your current certificate of motor insurance with you, whilst you are travelling in any member country of the European Union, Norway or Switzerland.

RESTRICTION TO SECTION 7

The indemnity provided by Section 7 is restricted to the use of the insured vehicle for Social Domestic and Pleasure purposes only whilst being used outside of the United Kingdom.

EXTENSIONS TO SECTION 7

(1) Customs duty

We will insure **you** against any enforced payment of customs duty on the **insured vehicle** in any country to which this policy applies or any other country for which we have agreed to provide cover provided that the liability for such payment arises as a direct result of any loss or damage insured by this policy.

(2) Bail bond

If, as a direct result of an accident in Spain which is or may become the subject of indemnity under this policy, **you** or the person driving the **insured vehicle** with **your** authority at the time of the accident is detained or the **insured vehicle** is impounded by the authorities and a guarantee or monetary deposit is required for their release, **we** will provide such guarantee or deposit not exceeding £1,000 in all.

Immediately the guarantee is released or the deposit becomes recoverable, **you** or the driver must comply with all the necessary formalities and give **us** all such information and assistance as **we** may require to obtain the cancellation of the guarantee or the return of the deposit.

If the guarantee or deposit is completely or in part forfeited, or taken for the payment of fines or costs in or as a result of any penal proceedings against **you** or the person driving, **you** must repay such amount to **us** immediately.

ENDORSEMENTS

Applicable only as stated in the schedule

Endorsement No 1

Accidental damage fire and theft excess

The Company shall not be liable for the sum set against this endorsement number on the policy schedule (or any less expenditure which may be incurred) in respect of each claim for loss or damage under Section 1 (a) and 1 (b)

This amount shall be in addition to any other amount for which the Company is not liable under this policy

Endorsement No 2

Accidental damage excess

The Company shall not be liable for the sum set against this endorsement number on the policy schedule in respect of each claim for loss or damage under Section 1 (a)

The sum specified shall be in addition to any other amount for which the Company is not liable under this policy

Endorsement No 3

Theft and malicious damage restriction

Between the hours of 10.00pm and 6.00 am (B.S.T. or G.M.T. as applicable) when the vehicle is parked at or in the proximity of

- (i) the Insured's premises
- (ii) any other address where the vehicle is normally kept which has been specifically agreed by the Company cover in respect of loss or damage to the vehicle arising from theft malicious damage or any attempt threat is excluded unless the vehicle is kept in a locked garage

Endorsement No 4

Windscreen excess

The Company shall not be liable for the sum set against this endorsement number on the policy schedule in respect of each claim for loss under Section 1 (c)

The sum specified shall be in addition to any other amount for which the Company is not liable under this policy

Endorsement No 5

Exclusion of drivers under 27 years of age

If the vehicle is being driven by or is for the purpose of being driven in the charge of any person who has not attained the age of 27 years the liability of the Company is restricted to the minimum required to comply with the laws relating to the compulsory insurance of motor vehicles in any country to which this policy applies

Endorsement No 6

Young or inexperienced drivers excess - applicable to Section 1 (1a) Accidental Damage

If the insured vehicle is damaged while being driven by or in the charge of a young or inexperienced person, you will be responsible for the first amount of the agreed cost of the claim as follows

| Driver/Person in charge | Amount |
|---|--------|
| (a) 23 years of age or more but under 27 years of age | £400 |
| (b) 27 years of age or more who holds a driving licence other than a full licence issued in the United Kingdom or has held a full licence for less than 12 months | £400 |

These excesses are independent of and in addition to any other excess applicable to this policy but do not apply:

- (i) to loss or damage by fire, lightning, explosion, theft or attempted theft; or
- (ii) where the loss or damage is confined to breakage of glass in the windscreen or windows or any scratching of bodywork resulting solely and directly from such breakage.

GENERAL CONDITIONS

(1) Observance of policy terms

We will only provide the insurance described in this policy if any person claiming protection has complied with all its terms, conditions and **endorsements** as far as they can apply.

(2) Care of the insured vehicle

You must take all reasonable precautions to protect the **insured vehicle** and any **accessories** from loss or damage.

(3) Maintenance of the insured vehicle

You must take all reasonable steps to maintain the **insured vehicle** in an efficient and roadworthy condition.

(4) Right of inspection

You must grant **us** free access at all reasonable times to examine the **insured vehicle** whether or not a claim has been submitted.

(5) Claims – your duties

On the happening of any event which may give rise to a claim, **you** must:

- (a) notify **us** in writing as soon as possible and supply **us** with any details and particulars for which **we** may reasonably ask and give all such information and assistance as **we** may reasonably require;
- (b) send to **us** immediately on receipt any communication relating to a claim;
- (c) tell **us** immediately if **you** know of any impending prosecution, Coroner's Inquest or Fatal Accident Inquiry involving any person insured by this policy.

No admission, refusal or negotiation of any claim must be entered into without **our** written consent.

(6) Claims – our rights

We will be entitled to:

- (a) take over and conduct in your name or in the name of any person insured by this policy, the defence or settlement of any claim;
- (b) take legal action in your name or in the name of any person insured by this policy (at our expense and for our own benefit) to recover any payment we have made under this policy.

(7) Other insurance

If, at the time of any incident which results in a claim under this policy, there is any other insurance covering the same liability, loss or damage, **we** will not pay more than **our** rateable proportion.

Note: this condition does not apply to personal accident benefits payable under Section 3.

(8) Arbitration

Where a claim has been accepted but there is disagreement over the amount to be paid under this policy, the matter will be referred to an arbitrator appointed by the parties in accordance with current statutory provisions.

When this happens, an award must be made before proceedings can be started against **us**.

(9) Right of recovery

If the law of any country in which this policy operates renders **us** liable to make a payment which **we** would not otherwise have paid, **we** reserve the right to recover this amount from **you** or from the person who incurred liability.

(10) Cancellation

Paragraph 1 - Individuals * only

* The following paragraph (1) applies when the policyholder is an individual e.g. a sole trader

(1) Your right to cancel in the cooling-off period

If after insuring with **us** and receiving the full written policy documentation including the **schedule you** subsequently change **your** mind, **you** have 14 days to write to the sender confirming that **you** do not wish to continue and return **your certificate of motor insurance**. Provided that **you** do this no charge will be made and any premium you have already paid will be refunded.

After this cooling-off period **your** right to cancel the policy is as described in paragraph 2.

Paragraphs 2 and 3 - all customers

(2) Your right to cancel the policy

You can cancel the policy providing **you** give **Ecclesiastical Insurance** notice in writing and return **the certificate of motor insurance**. As long as **you** have not made a claim you will receive a refund of the part of **your** premium which covers the cancelled period, calculated from the date of return of the **certificate of motor insurance**. If **you** have made a claim then the full annual premium is due.

(3) Our right to cancel

We have the right to cancel the policy by giving **you** 7 days' notice by recorded delivery to **your** last known address (and in the case of Northern Ireland to the Ministry of Home Affairs Northern Ireland). If **we** cancel the policy **you** must return the **certificate of motor insurance** to **us** within 7 days after which **we** will refund the part of **your** premium which covers the cancelled period.

Note: Under Road Traffic legislation **you** are legally obliged to return the **certificate of motor insurance** within 7 days of policy cancellation.

(11) Changes to risk

This policy shall become void if there is any alteration after the start of this insurance which increases the risk of loss, damage, accident or liability (unless the alteration has been accepted by us).

Note: **You** must tell **us** straight away about any changes which may affect the insurance including:

- if **you** change your vehicle;
- if **you** change your address;
- if there is a change in the main driver of the vehicle;
- if the **insured vehicle** is kept at a different address to the address shown on our records;
- if any modifications have been made to the **insured vehicle** e.g. alloy wheels, spoilers and body kit.

Please allow seven days to enable **us** to issue the relevant documentation as **we** are unable to guarantee next day delivery by post, if **you** tell **us** about a change at short notice.

Also, every year when the policy is renewed, **you** must tell **us** if any of the answers **you** have given in **your** proposal form have changed, including:

- if **you** have received a police caution for or have been convicted of any offence (including speeding fines);
- if **you** have had any accident or loss involving **your** vehicle (whether or not **you** make a claim);
- if the occupation of **you** or any person allowed to drive **your** vehicle has changed;
- if any person allowed to drive **your** vehicle suffers from any physical disability e.g. diabetes, heart conditions, epilepsy;
- if there is any driver under 27 years of age where **we** have not already been notified.

If **you** don't tell us about any change, **your** policy may not be valid.

GENERAL MEMORANDA

Vehicles in custody of motor traders

Whilst the insured vehicle is in the custody or control of a member of the motor trade and used only for the purpose of its overhaul, upkeep or repair, we will continue to give you the full protection of this policy.

For this purpose, **we** ignore any limitations as to driving or use.

Car sharing

If **you** accept payments as part of a car sharing arrangement for social or other similar purposes in respect of the carriage of passengers on a journey in the insured vehicle, these payments will not be regarded as constituting the carriage of passengers for hire or reward or the use of the **insured vehicle** for hiring provided that:

- (a) the **insured** vehicle is not constructed or adapted to carry more than eight passengers excluding the driver;
- (b) the passengers are not being carried in the course of a business of carrying passengers;
- (c) the total contributions received for the journey concerned do not involve an element of profit.

GENERAL EXCEPTIONS

This policy does not cover the following.

- (1) Any liability, injury, loss or damage while any motor vehicle insured by this policy is being:
 - (a) used for any purpose not permitted by the **certificate of motor insurance**;
 - (b) used in a competition, race, rally or trial, or for pacemaking or speed testing;
 - (c) driven by any person not permitted by the **certificate of motor insurance** or a driver who is excluded by **endorsement**;
 - (d) driven by any person who to **your** knowledge, is disqualified from driving, or has not held a driving licence or is prevented by law from holding or obtaining one;
 - (e) **used Airside**
- (2) Any liability accepted by agreement unless that liability would have existed otherwise.
- (3) Any person who fails to fulfil the policy terms and conditions.
- (4) Any expense, consequential loss, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by:
 - (a) ionising radiations or contamination by radioactivity from any 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.
 - (c) the bulk transport of oil or liquefied gas;
 - (d) the transport of chemical substances and gases in liquid, compressed or gaseous state, unless incidental to non industrial activities;
- (5) Any consequences of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- (6) Any accident, injury, loss or damage (except under Section 2) arising during, or in consequence of:
 - (a) earthquake occurring elsewhere than in any member country of the European Union or the Isle of Man or the Channel Islands; or
 - (b) riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands.
- (7) 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.

These exceptions shall not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the geographical limits of this policy.

COMPLAINTS PROCEDURE

We aim to provide a high standard of service. However, if **you** have any reason to complain about the advice or service **you** have received **you** should contact the Compliance Officer or Chief Claims Manager at: Ecclesiastical Insurance Group, Beaufort House, Brunswick Road, Gloucester, GL1 1JZ
Tel: 01452 528533 Fax: 01452 423557 E-mail: complaints@eigmail.com

- **We** will acknowledge all complaints within 5 working days.
- All complaints will be investigated independently at a senior level within Ecclesiastical Insurance.
- **We** will aim to respond formally to your complaint within 4 weeks, but **we** shall endeavour to report to **you** within 10 working days whenever possible.
- If after 4 weeks **we** have not completed our investigation **we** will write to you to tell **you** the progress of the investigation. **We** will then write to **you** again within 8 weeks of receiving your complaint with **our** response, or to inform **you** of the progress being made.
- If **you** are not satisfied with **our** response, or **we** have not completed **our** investigation after 8 weeks, **we** will inform **you** of **your** right to take the complaint to:

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

This complaints procedure does not affect **your** right to take legal proceedings.

THE MOTOR INSURANCE DATABASE

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.miic.org.uk.

FINANCIAL SERVICES COMPENSATION SCHEME

This scheme was set up under the terms of the Financial Services and Markets Act 2000.

Its aim is to protect private and small business/charity customers should an insurer go out of business and be unable to meet its liabilities or pay claims. **You** may be entitled to compensation depending upon **your** income and the number of people you employ. If so, FSCS may arrange to transfer **your** policy to another insurer, provide a new policy or, if these actions are not possible, provide compensation. The maximum level of compensation **you** can receive from the scheme for a claim against an insurance firm depends on the type of insurance policy. Compulsory insurance, such as third party motor insurance, is covered in full. For non-compulsory insurance, such as damage to **your** own vehicle, the first £2,000 of the claim or policy is protected in full. Above this threshold, 90% of the rest of the claim or value of unused premiums will be met.

For further information on the scheme **you** can visit the website at www.fscs.org.uk or write to Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, 1 Portsoken Street, London E1 8BN Tel 020 7892 7300.



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