

HELPFUL INFORMATION IF YOU NEED TO ALTER YOUR MOTORHOME INSURANCE

CHANGE OF MOTORHOME

Please notify Markerstudy Insurance Company Limited as soon as possible if You change Your Motorhome, including details of any security system fitted to the vehicle and any alterations to the manufacturer's standard specification. You will need to return Your Certificate of Motor Insurance so that it can be replaced to show the registration number of Your new Motorhome effective from the date of the change.

CHANGE OF ADDRESS

Please notify Markerstudy Insurance Company Limited of any change of address, including details of where Your Motorhome is parked overnight.

CHANGE OF DRIVERS

Please notify Markerstudy Insurance Company Limited of any change to the drivers covered by this Policy. When adding a driver to Your Motorhome Policy You will need to confirm full details so that cover can be agreed and return Your Certificate of Motor Insurance for amendment.

DRIVING ABROAD

If You wish to use Your Motorhome abroad, please notify Markerstudy Insurance Company Limited at least two weeks prior to Your departure, so that Your cover can be extended for the appropriate period. Your Motorhome Policy provides cover in the European Union at no charge, provided the trip is for a period of 60 days or less.

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24 HOUR HELPLINES FOR NEW CLAIMS NOTIFICATION

**CALLS FROM THE UK AND ABROAD
TELEPHONE : (+44) 0870 166 6506 OPTION 1**

**WINDSCREEN BREAKAGE
TELEPHONE: 0800 387565**

DEFINITIONS

The following key words or phrases, which are listed below in alphabetical order, have the same meaning whenever they appear.

CERTIFICATE OF MOTOR INSURANCE

Evidence of the existence of motor insurance as required by law and which forms part of Your Motorhome Policy.

CONTENTS

Household goods and personal belongings you or a member of Your family own that are in Your Motorhome.

COURT OF SUMMARY JURISDICTION

A Magistrates Court or a court of equivalent jurisdiction in the United Kingdom.

EMERGENCY TREATMENT FEES

Payment for charges prescribed by the Road Traffic Acts for emergency medical assistance following an accident involving a Motorhome which We cover.

ENDORSEMENT

A change to Your details which forms part of Your Motorhome Policy.

EQUIPMENT

Additional/supplementary parts to Your Motorhome not directly related to its function as a vehicle, other than items specifically defined as Contents. Equipment includes free standing awnings whilst attached to Your Motorhome, toilet tents, gas bottles, generators, utensils and other general camping equipment.

EXCESS

The first amount You will have to pay towards the cost of a claim for loss of or damage to Your Motorhome, whether or not the incident giving rise to the claim is Your fault.

FIRE

Fire, lightning, explosion or self-ignition.

MALICIOUS DAMAGE

Damage caused to Your Motorhome as a result of an intentional or reckless act.

MARKET VALUE

The cost, in the reasonable opinion of an independent motor engineer, of replacing Your Motorhome with a Motorhome of the same make, model and pre-loss or damage condition, specification, mileage and age.

MOTORHOME/THE INSURED VEHICLE

The Motorhome described in Your Statement of Insurance and/or Schedule or any replacement Motorhome which has been notified to and accepted by Us, and for which You have a Certificate of Motor Insurance showing the registration number.

MOTORHOME POLICY

The documents consisting of Your Statement of Insurance and/or proposal form, Our Markerstudy Insurance Company Limited Motorhome Policy book, Your Certificate of Motor Insurance and/or Schedule and any Endorsements.

NO CLAIMS DISCOUNT

The reduction We allow in Your premium in return for not making a claim.

OUR AUTHORISED AGENTS

The broker or intermediary via whom this insurance was arranged.

PERIOD OF INSURANCE

The period shown in Your Statement of Insurance and/or Schedule and Certificate of Motor Insurance for which We have agreed to cover You and for which You have paid or agreed to pay a premium.

PROTECTED NO CLAIMS DISCOUNT

Cover against loss of Your No Claims Discount in the event of You making a claim.

ROAD TRAFFIC ACTS

Legislation which includes details of the minimum cover for which motor insurance is required in the United Kingdom.

STATEMENT OF INSURANCE AND/OR SCHEDULE

The document giving details of the Period of Insurance, Your cover, the premium, the Insurer and the policy number. The Statement of Insurance includes all the information You provided on a proposal form or otherwise to obtain a quotation and forms the basis of Your contract.

THEFT

Theft, attempted Theft or the taking away of Your Motorhome without Your consent (other than by a member of your family or household).

UNITED KINGDOM/UK

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands (including transit by sea, air, rail or within and between these places).

WE/US/OUR/THE INSURER

Markerstudy Insurance Company Limited.

YOU/YOUR/THE INSURED

The person named as the policyholder in both Your Statement of Insurance and/or Schedule and Your Certificate of Motor Insurance.

HOW TO READ YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTORHOME POLICY BOOK

This is Your Markerstudy Insurance Company Limited Motorhome Policy book.

YOUR COVER

Your Markerstudy Insurance Company Limited Motorhome Policy book, Your Statement of Insurance and/or Schedule, Your Certificate of Motor Insurance and any Endorsements explain what is and what is not covered.

We must advise You that any Motorhome Policy, is subject to certain exclusions and conditions. It is therefore essential that You are fully aware of what is and what is not covered by this Motorhome Policy and what exclusions and conditions apply.

We have designed the Markerstudy Insurance Company Limited Motorhome Policy book to help You understand the cover provided. On many pages, to assist You, We have divided the text under the following headings:-

“What is covered”

This text is printed in black and gives information on the cover provided.

“What is not covered”

This text is printed in red opposite “What is covered” to draw Your attention to what is not covered.

“What is the most We will pay”

This text is also printed in red opposite “What is covered” and indicates the maximum amount We will pay for the cover described.

The General Exclusions to Your Motorhome Policy are also printed in red as these also indicate “What is not covered.”

POLICY SECTIONS WHICH APPLY TO YOU

The level of cover which applies to You, is shown in Your Statement of Insurance and/or Schedule.

■ Comprehensive cover, refer to Section 1 and the General Conditions and General Exclusions.

Please read Your Markerstudy Insurance Company Limited Motorhome Policy book, Statement of Insurance and/or Schedule, Certificate of Motor Insurance and any Endorsements carefully to ensure that Your cover meets Your requirements and the details are correct.

Your Markerstudy Insurance Company Limited Motorhome Policy book, Statement of Insurance and/or Schedule, Certificate of Motor Insurance and any Endorsements are legal documents - please keep them in a safe place.

YOUR INSURER

Markerstudy Insurance Company Limited, Montagu Pavilion, 8-10 Queensway, Gibraltar.

YOUR INSURANCE

Your Markerstudy Insurance Company Limited Motorhome Policy book, Statement of Insurance and/or Schedule, Certificate of Motor Insurance and any Endorsements describe the cover during the Period of Insurance You have paid for or are paying for by installments and for which the Insurer has accepted the premium.

This Motorhome Policy is a contract solely between You and the Insurer and consists of Your Statement of Insurance and/or proposal form, Your Markerstudy Insurance Company Limited Motorhome Policy book, Certificate of Motor Insurance and/or Schedule and any Endorsements. It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this Motorhome Policy in favour of any third party.

Your cover is effective in the United Kingdom and abroad as specified in the 'Driving Abroad' Section of Your Markerstudy Insurance Company Limited Motorhome Policy book.

So that You fully understand what You are covered for, please read Your Statement of Insurance and/or Schedule, Your Markerstudy Insurance Company Limited Motorhome Policy book, Certificate of Motor Insurance and any Endorsements. You should pay particular attention to the General Exclusions and General Conditions shown on pages 14-17 of Your Markerstudy Insurance Company Limited Motorhome Policy book.

You must notify Us as soon as possible of any changes which affect Your Motorhome Policy and which have occurred either since the cover started or since the last renewal date. If You do not tell Us about relevant changes, Your Motorhome Policy may not be valid or may not cover You fully.

Please make sure that Your cover meets Your requirements and the details are correct.

Signed on behalf of the Insurer



Gary Humphreys
Group Underwriting Director

OUR COMMITMENT TO YOU

If You decide You do not want to accept this insurance, return the Certificate of Motor Insurance, Policy booklet and/or Schedule within 14 days of receiving it, to the organisation which arranged Your cover. Providing there have been no incidents which might lead to a claim, We will refund Your premium, after deducting an administration charge and the cost of the insurance provided.

We aim to provide a high level of service and pay claims fairly and promptly under the terms of this Motorhome Policy.

If You do have an enquiry or complaint regarding Your Insurance, please address it to:

**The Underwriter,
Markerstudy Insurance Company Limited
Montagu Pavilion
8-10 Queensway
Gibraltar**

Complaints that cannot be resolved may be referred to the Financial Ombudsman Service.

You can write to them at:-
**Customer Contact Division
Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR**

Please always quote Your policy number as it will help Us to deal with Your enquiry or complaint promptly.

LAW APPLICABLE TO THIS MOTOR POLICY

The parties to a contract of insurance covering a risk situated in the United Kingdom are permitted to choose the Law applicable to the contract. This Motorhome Policy is governed by English Law.

SECTION 1 - COMPREHENSIVE COVER

A. LOSS OR DAMAGE

What is covered

LOSS OF OR DAMAGE TO YOUR MOTORHOME

We will pay for loss of or damage to Your Motorhome. We will also pay for loss of or damage to Your Motorhome's spare parts and accessories as long as they are kept in or permanently on Your Motorhome or in Your own private garage and fall within the maximum amount We will pay.

WINDSCREEN COVER

We will pay for
 - the breakage of glass in the windscreen or windows of Your Motorhome
 - scratching of its bodywork caused solely by this breakage.

We do not consider a sunroof to be a windscreen or window. The windscreen must be supplied and fitted by Our recommended replacement service.

AUDIO AND NAVIGATION EQUIPMENT

We will pay for loss of or damage to Your Motorhome's original manufacturers fitted equipment, whilst kept permanently in Your Motorhome.

CONTENTS

We will pay for loss of or damage to Contents whilst in Your Motorhome.

LOSS OF KEYS

We will make a contribution to the cost of replacement locks and keys for Your Motorhome if the keys of Your Motorhome are lost or stolen provided that the keys were not left in or on Your Motorhome while it was unattended. Any claim under this section will not be subject to any Excess which would otherwise apply to Theft claims.

EQUIPMENT

We will cover accidental loss or damage to Your Equipment whilst it is in Your Motorhome or whilst outside of the Motorhome if secured by a security device.

A. LOSS OR DAMAGE

What is the most We will pay?

LOSS OF OR DAMAGE TO YOUR MOTORHOME

We will not pay
 - more than the Market Value of Your Motorhome at the time of the loss or damage
 - the amount of any repair or replacement which improves Your Motorhome beyond its condition before the loss or damage
 - more than the last list or quoted price for any parts or accessories which have become unobtainable or are no longer manufactured.

WINDSCREEN COVER

The maximum amount We will pay is shown in Your Statement of Insurance and/or Schedule. The Statement of Insurance and/or Schedule, will also indicate the application of an Excess, unless the damaged windscreen or window is repaired rather than replaced. If this is the only damage You claim for and the cost of the claim is equal to or less than the maximum amount shown in Your Statement of Insurance and/or Schedule, Your No Claims Discount will not be affected.

AUDIO AND NAVIGATION EQUIPMENT

The maximum amount We will pay is shown in Your Statement of Insurance and/or Schedule. We will not pay more than the value of the audio and navigation equipment at the time of the loss or damage, after making a reasonable deduction for wear and tear.

CONTENTS

The maximum amount We will pay for loss of or damage to Contents whilst in Your Motorhome is £2000. The maximum amount We will pay for any single article under Contents cover is £300. We will not pay more than the value of the Contents at the time of the loss or damage, after making a reasonable deduction for wear and tear.

EQUIPMENT

The maximum amount We will pay for Equipment is £1000. We will not pay more than the value of the Equipment at the time of the loss or damage, after making a reasonable deduction for wear and tear.

LOSS OF KEYS

The maximum amount We will pay for loss of keys is £200.

COMPREHENSIVE - YOU MUST ALSO REFER TO THE GENERAL CONDITIONS AND THE GENERAL EXCLUSIONS ON PAGES 14-17 OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTORHOME POLICY BOOK

A. LOSS OR DAMAGE

Payment of claims for loss or damage

We will, at Our reasonable option

- pay the cost of repairs or pay You in cash the amount of any loss or damage where repair cannot be economically made; or
- replace Your Motorhome with a Motorhome of the same Market Value or pay You in cash for the loss or damage where Your Motorhome is stolen and not recovered or damaged beyond economical repair. The stolen or damaged Motorhome will then belong to Us

If to Our knowledge Your Motorhome belongs to someone else or is the subject of a Hire Purchase or Leasing Agreement, payment for the total loss or destruction of Your Motorhome will normally be made to the legal owner whose receipt will be a full and final discharge to Us.

If Your Motorhome is disabled due to damage covered by this Section, We will pay the reasonable cost of protecting and removing Your Motorhome to the nearest repairer.

The reasonable cost of delivery following repair to Your address in the United Kingdom.

NEW MOTORHOME BENEFIT

- If Your Motorhome is less than one year old (calculated from the date of first registration) at the time of an incident leading to a valid claim under this Motorhome Policy, and is:
- stolen and not recovered, or
 - suffers damage covered by the policy and the cost of repairing the Motorhome will be more than 60% of the last United Kingdom price (including taxes) We will replace it with one of the same make, model and specification, if:
 - You have been the first and only registered keeper and owner
 - the Motorhome has covered less than 10,000 miles
 - a suitable replacement Motorhome is available in the UK
 - anyone else who has an interest in the Motorhome agrees.

The stolen or damaged Motorhome will then belong to Us.

A. LOSS OR DAMAGE

What is not covered

- a) You will have to pay the total Excess specified in Your Statement of Insurance and/or Schedule in respect of each claim for loss of or damage to Your Motorhome. The amount of the Excess may vary according to the nature of the claim and as such, there may be more than one statement of Excess shown in Your Statement of Insurance and/or Schedule.
- b) Loss of use of Your Motorhome.
- c) Depreciation, wear and tear.
- d) Mechanical, electrical and electronic faults, breakdown, malfunction, failure, breakage or any loss or damage caused by Your Motorhome being incorrectly fuelled.
- e) Damage to tyres caused by the application of brakes or by punctures, cuts or bursts.
- f) Loss of value of Your Motorhome following repair.
- g) Loss of or damage to Your Motorhome caused directly or indirectly through Theft by deception.
- h) Loss of or damage to Your Motorhome arising from Theft, when the sunroof or any door of Your Motorhome has been left unlocked when ignition keys are in or on Your Motorhome.
- i) The unauthorised taking away of Your Motorhome by a family member or any member of Your household.
- j) Damage arising from domestic animals, moth, vermin or infestation.
- k) Damage caused by rust, damp, wet or dry rot or any gradually operating cause.
- l) Damage caused by the process of cleaning, washing, repairing or restoring.
- m) Consequential loss.
- n) You are not covered for loss of or damage to
 - telephones or two-way radio transmitters or receivers.
 - money, stamps, tickets, documents, securities, lottery tickets, raffle tickets, promotional vouchers or Air Miles vouchers.
 - goods, tools or samples carried in connection with any trade or business.
 - property that is covered under any other policy.
- o) Cover in respect of Fire or Theft whilst Your Motorhome is in storage unless:
 - Your Motorhome is stored at Your private address; or
 - Your Motorhome is stored in a securely locked and alarmed building; or
 - your Motorhome is stored in a professional storage facility which has been agreed by Us.
- p) Damage resulting from Fire or explosion in connection with the on-board domestic gas supply where the supply is not fitted or serviced in accordance with the Gas Safety (Installation and Use) Regulations.

COMPREHENSIVE - YOU MUST ALSO REFER TO THE GENERAL CONDITIONS AND THE GENERAL EXCLUSIONS ON PAGES 14-17 OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTORHOME POLICY BOOK

A. LOSS OR DAMAGE

What is covered

CONTENTS AND EQUIPMENT

Payment of claims for loss or damage to Your Contents and Equipment.

We will pay You up to a total of £2000 for Contents with a maximum single article limit of £300, if they are lost or damaged because of accidental damage, fire or theft, whilst kept in Your Motorhome. We will also cover accidental loss or damage to Your Equipment up to £1000, whilst it is in Your Motorhome or whilst outside of the Motorhome if secured by a security device.

We will, at Our reasonable option

- pay the cost of repairs or pay You in cash the amount of any loss or damage where repair cannot be economically made; or
- replace Your Contents and/or Equipment with items of the same Market Value or pay You in cash for the loss or damage where Your Contents and/or Equipment is stolen and not recovered or damaged beyond economical repair. The stolen or damaged items will then belong to Us.

Cover for Contents and Equipment is not 'new for old' and a deduction will be made for wear and tear. The full market value must be disclosed at the inception of Your Policy and in the event of a loss, if the full value has not been disclosed, You will only be entitled to recover from Us the proportion of the loss that the declared value bears to the total value of Your property.

A. LOSS OR DAMAGE

What is not covered

CONTENTS AND EQUIPMENT

- a) You will have to pay the total Excess specified in Your Statement of Insurance and/or Schedule in respect of each claim for loss of or damage to Your Contents and Equipment. The amount of the Excess may vary according to the nature of the claim and as such, there may be more than one statement of Excess shown in Your Statement of Insurance and/or Schedule.
- b) Depreciation, wear and tear.
- c) Mechanical, electrical and electronic faults, breakdown, malfunction, failure or breakage of Your Contents and/or Equipment.
- d) Loss of value of Contents and/or Equipment following repair.
- e) Loss of or damage to Your Contents and/or Equipment caused directly or indirectly through Theft by deception.
- f) Loss of or damage to Your Contents and/or Equipment arising from Theft, when the sunroof or any door of Your Motorhome has been left unlocked when ignition keys are in or on Your Motorhome.
- g) Damage arising from domestic animals, moth, vermin or infestation.
- h) Damage caused by rust, damp, wet or dry rot or any gradually operating cause.
- i) Damage caused by the process of cleaning, washing, repairing or restoring.
- j) Consequential loss.
- k) You are not covered for loss of or damage to -
 - telephones or two-way radio transmitters or receivers.
 - money, stamps, tickets, documents, securities, lottery tickets, raffle tickets, promotional vouchers or Air Miles vouchers.
 - goods, tools or samples carried in connection with any trade or business.
 - property that is covered under any other policy.
- l) The cost of replacing any undamaged items forming part of a set, suite or other articles of the same design when damage/loss occurs and replacements cannot be matched.
- m) Cover in respect of Fire or Theft whilst Your Motorhome is in storage unless:
 - Your Motorhome is stored at Your private address; or
 - Your Motorhome is stored in a securely locked and alarmed building; or
 - your Motorhome is stored in a professional storage facility which has been agreed by Us.
- n) Damage resulting from Fire or explosion in connection with the on-board domestic gas supply where the supply is not fitted or serviced in accordance with the Gas Safety (Installation and Use) Regulations.
- o) Equipment whilst kept outside of Your Motorhome which is not secured by a security device.

COMPREHENSIVE - YOU MUST ALSO REFER TO THE GENERAL CONDITIONS AND THE GENERAL EXCLUSIONS ON PAGES 14-17 OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTORHOME POLICY BOOK

B. LEGAL LIABILITY TO OTHERS

What is covered

YOUR LEGAL LIABILITY TO OTHER PEOPLE

We will pay all amounts that You are legally liable for in respect of:

- death of or bodily injury to any other person
- damage to the property of any other person not exceeding £20,000,000.

Arising from any incident involving the use in the United Kingdom of:

- Your Motorhome
- any trailer or one mechanically propelled vehicle, which is disabled, whilst attached to Your Motorhome or if accidentally detached during the course of a journey.

B. LEGAL LIABILITY TO OTHERS

What is not covered

YOUR LEGAL LIABILITY TO OTHER PEOPLE

- a) We will not provide cover for the legal liability of any person We insure under this Motorhome Policy if there is any other insurance in force that covers the same liability.
- b) We will not cover death of or bodily injury to any person arising out of that person's employment, except where it is necessary to meet the requirements of the Road Traffic Acts.
- c) Under this Section, We will not cover loss of or damage to Your Motorhome or any other property belonging to or in the care of any person We cover under this Motorhome Policy.
- d) Property damage exceeding £20,000,000 in respect of any one claim or series of claims arising out of one cause.
- e) Legal costs in excess of £5,000,000 for a claim for damage to the property of any other person.

COMPREHENSIVE - YOU MUST ALSO REFER TO THE GENERAL CONDITIONS AND THE GENERAL EXCLUSIONS ON PAGES 14-17 OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTORHOME POLICY BOOK

B. LEGAL LIABILITY TO OTHERS

What is covered

THE LEGAL LIABILITY OF OTHER PEOPLE

We will also cover the following people for their legal liabilities to others in the same way as We cover You:

- any person permitted by Your current Certificate of Motor Insurance to drive Your Motorhome
- any person using, but not driving Your Motorhome with Your permission for social, domestic or pleasure purposes
- any passenger travelling in or getting into or out of Your Motorhome
- Your employer or business partner while You are driving or using Your Motorhome on their business, provided this is permitted by Your current Certificate of Motor Insurance
- the legal representative(s) of any deceased person We cover under this Motorhome Policy in respect of legal liability incurred by the deceased person.

COSTS AND EXPENSES

We will pay, subject to Our prior written agreement:

- legal fees reasonably and properly incurred by any person We cover for representation at a Coroners Inquest or Fatal Accident Inquiry or in a Court of Summary Jurisdiction
- the cost of legal services to defend any person We cover if they are charged with manslaughter or causing death by dangerous driving or causing death whilst under the influence of drink or drugs and, at Our option, the cost of representation at a Court of Summary jurisdiction
- any other costs or expenses incurred in connection with any incident which may involve legal liability under this Motorhome Policy.

EMERGENCY TREATMENT FEES

We will pay for Emergency Treatment Fees as required by the Road Traffic Acts.

B. LEGAL LIABILITY TO OTHERS

What is not covered

Any claim for death of or bodily injury to any person arising out of or in the course of their employment caused by any person covered by this insurance if indemnity is provided under Employers' Liability Insurance issued to comply with Employers' Liability law.

COSTS AND EXPENSES

- a) We will not pay any legal costs and expenses unless they are in connection with an incident which is covered under this Section.
- b) Costs in excess of £5,000,000 for a claim for damage to the property of any other person.

COMPREHENSIVE - YOU MUST ALSO REFER TO THE GENERAL CONDITIONS AND THE GENERAL EXCLUSIONS ON PAGES 14-17 OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTORHOME POLICY BOOK

C. DRIVING ABROAD

What is covered

EUROPEAN UNION

We will provide You with the minimum cover which is legally required to use Your Motorhome in:

- any country which is a member of the European Union
- any other country which agrees to follow European Union directives on motor insurance and is approved by the Commission of the European Union.

FULL COVER ABROAD

If You give Us 14 days prior notification of Your intention to use Your Motorhome abroad and pay any additional premium required, We will extend cover beyond the United Kingdom and cover as shown in Your Statement of Insurance and/or Schedule will apply for the period specified by You while Your Motorhome is:

- in any country specified above
- in transit (including loading and unloading) between any countries to which this Motor Policy applies, but such transit must be by a recognised sea, air or rail route which takes 65 hours or less under normal conditions.

We will cover the reasonable cost of the return of Your Motorhome to Your address in the United Kingdom in the event of loss or damage covered by this Motorhome Policy if:

- it is not possible to economically repair Your Motorhome prior to Your intended return to the United Kingdom.
- following its loss, Your Motorhome is recovered after Your return to the United Kingdom.

A Green Card is not normally necessary for travel in EU countries or countries which follow the EU directives on motor insurance.

CUSTOMS DUTY

We will pay any customs duty for which You are legally liable in respect of Your Motorhome after it has been imported into any country which is a member of the European Union or which agrees to follow European Union directives on motor insurance as a direct result of any loss or damage covered by this Motorhome Policy.

COMPREHENSIVE - YOU MUST ALSO REFER TO THE GENERAL CONDITIONS AND THE GENERAL EXCLUSIONS ON PAGES 14-17 OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTORHOME POLICY BOOK

D. NO CLAIMS DISCOUNT

We will allow a No Claims Discount against Your renewal premium if no claim has been made or arisen under this Motorhome Policy during the previous 12 month Period of Insurance.

The amount of the discount will be in accordance with Our scale of No Claims Discount applicable at the time of renewal.

If We have to make a payment which We have not yet been able to recover or which We cannot recover from any other party involved in the incident, a claim will count against Your No Claims Discount, even if You are not at fault.

CLAIMS WHICH DO NOT AFFECT YOUR NO CLAIMS DISCOUNT

- the breakage of glass in the windscreen or windows of Your Motorhome (excluding a sun roof) and scratching of its bodywork caused solely by the breakage up to the maximum amount shown in Your Statement of Insurance and/or Schedule.
- any claim for payment of Emergency Treatment Fees as required by the Road Traffic Acts.
- any claim where We have obtained a full recovery of any costs.

E. ADDITIONAL BENEFITS

What is covered.

1. MEDICAL EXPENSES

If You or Your passengers are injured as a direct result of an accident involving Your Motorhome We will pay medical expenses for each person injured.

2. PERSONAL ACCIDENT BENEFIT

If You or Your husband or wife are injured solely and directly as the result of an accident involving Your Motorhome We will pay the following amounts if, within ninety days of the accident, the injury results in:

Death £2000

Total and irrecoverable loss of all sight in one or both eyes £1000

Loss of use of one or more limbs £1000

3. EMERGENCY ASSISTANCE

If, whilst in the course of a journey an accident or Theft occurs, for which cover is provided under this Motorhome Policy, and it is impossible for You to continue Your journey as a result of loss of or damage to Your Motorhome, We will make a contribution to the cost of emergency over-night accommodation or taxi fare.

COMPREHENSIVE - YOU MUST ALSO REFER TO THE GENERAL CONDITIONS AND THE GENERAL EXCLUSIONS ON PAGES 14-17 OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTOR POLICY BOOK

What is the most We will pay?

1. MEDICAL EXPENSES

We will pay medical expenses up to £100 for each injured person as a direct result of an accident involving Your Motorhome.

2. PERSONAL ACCIDENT BENEFIT

The maximum amount We will pay is £2000 per person following any one accident.

3. EMERGENCY ASSISTANCE

We will pay up to £50 per person, up to a total cost of £200 for emergency accommodation or up to £50 for taxi fare.

What is not covered

We will not pay the personal accident benefit for death or injury:

- if the injured person is aged 70 years or more at the time of the accident.
- if caused by deliberate self-injury, suicide or attempted suicide.
- if at the time of the accident the injured person has an alcohol or drug content in the blood/urine in excess of the legal limit.
- under more than one Motor Policy.
- if at the time of the accident any person was not complying with the law concerning wearing of seat belts.

COMPREHENSIVE - YOU MUST ALSO REFER TO THE GENERAL CONDITIONS AND THE GENERAL EXCLUSIONS ON PAGES 14-17 OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTORHOME POLICY BOOK

GENERAL CONDITIONS - The General Conditions apply to Your whole Motorhome Policy.

1. ACCIDENT AND CLAIMS PROCEDURE

- If any accident, injury, loss or damage occurs, You must
- inform Us in writing, giving full details, as soon as is reasonably possible.
 - send every communication You receive in connection with the claim to Us, unanswered as soon as possible after You receive it
 - notify Us as soon as You become aware of any pending prosecution, Coroner's Inquest or Fatal Accident Inquiry involving any person covered by this Motorhome Policy.
 - not admit to, negotiate on, promise to pay or refuse any claim unless You have written permission from Us.
 - not act in any way to prejudice Our interests.
 - provide Us with all reasonable assistance We may need.
 - report any vandalism or Theft to the police and obtain a crime report number.

2. HANDLING THE CLAIM ON YOUR BEHALF

- We can take over and conduct in Your name or in the name of any other person covered by this Motorhome Policy
- the defence or settlement of any claim.
 - legal proceedings in Your name at Our expense and for Our benefit to recover any payments made under this Motorhome Policy.

You or the person whose name We must use must co-operate with Us on any matter affecting this insurance.

3. CANCELLATION

This Motorhome Policy may be cancelled

- a) by You sending Us written notice and returning to Us Your current Certificate of Motor Insurance. Cancellation will take effect from the date We receive Your Certificate of Motor Insurance and We will calculate the refund to which You are entitled in accordance with our cancellation scale provided no claims have occurred during the current Period of Insurance in accordance with the scale shown below.
- b) by Us or Our Authorised Agents by sending You seven days notice in writing by Recorded Delivery to Your last known address (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland) and You will be entitled to the refund of the un-expired portion of Your premium.
- c) by Us or Our Authorised Agents immediately if You do not pay the premium.

Period not exceeding:	1 Month	2 Months	3 Months	4 Months	5 Months	6 Months	7 Months	8 Months	Over 8 Months
Premium payable	25%	40%	50%	65%	70%	75%	90%	90%	100%

It is a requirement of the Road Traffic Act 1988 that You return Your Certificate of Motor Insurance if Your Motorhome Policy is being cancelled.

4. MAKING A CLAIM

- In the event of a claim covered by this Motorhome Policy, You must still pay the premium. If payment is not made, We or Our Authorised Agents
- may cancel this Motorhome Policy in accordance with General Condition 3(c) and seek payment of the outstanding balance of premium.
 - may refuse to pay any claim arising from an occurrence on or after the due date of the premium.
 - reserve the right to deduct any outstanding premium from the claim payment, if the claim is for loss of or damage to Your Motorhome which is covered by this Motorhome Policy.
 - may recover from You the outstanding balance of premium or seek reimbursement from You of any claim payment which has already been made.

5. CHANGES TO INFORMATION RELEVANT TO YOUR COVER

You must notify Us as soon as possible of any changes which affect Your Motorhome Policy and which have occurred either since the cover started or since the last renewal date. If You do not tell Us about relevant changes, Your Motorhome Policy may not be valid or may not cover You fully.

6. OTHER INSURANCE

If, at the time You make a valid claim under this Motorhome Policy, there is any other insurance covering the same loss, damage or liability, We will pay only Our share of the claim.

GENERAL CONDITIONS - The General Conditions apply to Your whole Motorhome Policy.**7. CARE OF YOUR MOTORHOME**

- You or any other person covered by this Motorhome Policy must
- take all reasonable steps to protect Your Motorhome from loss or damage.
 - keep Your Motorhome efficient and in a roadworthy condition.

You must allow Us to examine Your Motorhome at any reasonable time.

8. RIGHT OF RECOVERY

If the law of any country in which this Motorhome Policy operates obliges Us to pay a claim which We would not otherwise have paid, We reserve the right to recover this amount from You or from the person who incurred the liability.

9. FRAUDULENT CLAIMS

If any claim under this Motorhome Policy is in any way fraudulent, or if any fraudulent means or device is used by You or by any person acting on Your behalf to obtain any benefit under this Motorhome Policy, We will not pay any part of the claim and all cover provided by this Motorhome Policy will be forfeited.

10. ARBITRATION

If Your Motorhome is a total loss and We have agreed to compensate You under this Motorhome Policy but the amount to be paid cannot be agreed between us, an Arbitrator, acceptable to You and to Us shall be appointed to decide the amount to be paid to You. The Arbitrator's decision will be binding upon You and upon Us.

GENERAL EXCLUSIONS The General Exclusions apply to Your whole Motor Policy.

What is not covered

1. USE AND DRIVING WHICH WE DO NOT COVER

Your Motorhome Policy does not cover any accident, injury, loss, damage or liability when any vehicle covered by this Motorhome Policy is:

- being used for any purpose that Your current Certificate of Motor Insurance does not permit
- in the charge of or being driven by any person who is not described in Your current Certificate of Motor Insurance as a person entitled to drive
- being driven by You or a permitted driver with Your permission if You or the permitted driver does not hold a UK driving licence or has never held a UK driving licence or is disqualified from holding or obtaining a UK driving licence
- being driven by any person who does not comply with the terms and conditions of the driving licence held
- in an unsafe or un-roadworthy condition or, where such regulations require, does not have a current M.O.T. certificate
- in or on that part of any airport, aerodrome, airfield or military base which is used for the take off and landing of aircraft, including the movement of aircraft on the ground and aircraft parking aprons and the associated service roads, refuelling areas and ground equipment parking areas.

2. NOTIFICATION OF A CHANGE OF MOTORHOME

This Motorhome Policy does not cover a Motorhome unless

- We already have details of the Motorhome and it is acceptable to Us; or
- Details are given to Us within 7 days of acquiring the Motorhome and We accept them.

3. LIABILITY WHICH RESULTS FROM AN AGREEMENT

This Motorhome Policy does not cover any liability You have accepted by agreement or contract, unless You would have had that liability anyway.

4. WAR RISKS, RIOT AND CIVIL COMMOTION, EARTHQUAKE OR TERRORISM

This Motorhome Policy does not cover any consequence of

- war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, coup, military or usurped power, except where it is necessary to meet the requirements of the relevant motor insurance law.
- riot or civil commotion occurring elsewhere than in England, Scotland, Wales, the Isle of Man or the Channel Islands, except where it is necessary to meet the requirements of the relevant motor insurance law
- Earthquake
- Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, except where liability is judged to exist under a Policy or Policies by a court of competent jurisdiction in accordance with the minimum requirements of the Road Traffic Act 1988 or subsequent amendments thereto or successors thereof or alternative applicable legislation in the territory in which the loss occurs.

DEFINITION OF TERRORISM

1. In the United Kingdom, "terrorism" shall follow the interpretation as set out in Part 1 of the Terrorism Act 2000 or as per any subsequent amendments thereto or successors thereof (as replicated hereunder).
2. In any other territory, which has equivalent legislation to the Terrorism Act 2000, "terrorism" will follow the definition of that legislation.
3. In any other territory the UK Terrorism Act 2000 or subsequent amendments thereto or successors thereof will be deemed to be the applicable definition.

Part 1 of the Terrorism Act 2000 contains the following definition:

- (1) In the Act "terrorism" means the use or threat of action where
 - (a) the action falls within subsection (2),
 - (b) the use or threat is designed to influence the government or to intimidate the public or a section of the public, and
 - (c) the use or threat is made for the purpose of advancing a political, religious or ideological cause.
- (2) Action falls within this subsection if it
 - (a) involves serious violence against a person,
 - (b) involves serious damage to property,
 - (c) endangers a person's life, other than the person committing the action,
 - (d) creates a serious risk to the health or safety of the public or a section of the public,
 - (e) is designed to interfere with or seriously disrupt an electronic system.
- (3) The use or threat of action falling within subsection (2) which involves the use of firearms or explosives is terrorism whether or not subsection 1(b) is satisfied.

GENERAL EXCLUSIONS The General Exclusions apply to Your whole Motor Policy.

What is not covered

5. RADIOACTIVE CONTAMINATION AND SONIC BANGS

Loss of or destruction or damage to any property or any resulting loss or expense or any loss of use or any legal liability directly or indirectly caused by or contributed to by or arising from:

- ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the burning of nuclear fuel
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

6. POLLUTION

This Motorhome Policy does not cover death or bodily injury to any person or damage to any property which is directly or indirectly caused 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, identifiable, unintended and unexpected.

All pollution which arises out of one incident will be considered to have occurred at the time when this incident takes place.

We will not apply this exclusion in circumstances where it is necessary to meet the requirements of the relevant motor insurance law.

7. RALLIES, COMPETITIONS OR TRIALS

If any Motorhome which We cover is used in any

- rally
- competition
- trial
- track day.

We will restrict cover to those legal liabilities for which insurance is compulsory under the Road Traffic Acts and We will provide no other cover under this Motor Policy.

ADVICE FROM MARKERSTUDY INSURANCE COMPANY ON HOW TO MAKE A CLAIM

This information does not form part of Your contract of motor insurance. It is intended as a guide in the event that You need to make a claim.

WHO WILL DEAL WITH YOUR CLAIM?

Markerstudy Insurance Company Limited has authorised The Claims Service to deal with Your claim on their behalf. You should therefore refer all correspondence and telephone enquiries to:-

Markerstudy, 1 Upper Grosvenor Road, Tunbridge Wells, Kent, TN1 2DU.

Comprehensive Policyholders Telephone from the UK or Abroad:

(+44) 0870 166 6506 option 1

WHAT TO DO AFTER AN ACCIDENT?

The following actions are required by law:

- a) You must stop - it is a serious offence not to do so.
- b) You must give Your name and address to anyone involved in the Incident, together with details of Your Motorhome and the Insurer.
- c) If You are unable to notify the police at the scene of the accident, You must report it to them as soon as possible, and in any case within 24 hours.
- d) You must show Your Certificate of Motor Insurance to the police if they need to see it.

HOW DO YOU NOTIFY MARKERSTUDY INSURANCE COMPANY LIMITED OF YOUR CLAIM?

1. If You have been involved in an accident, or Your Motorhome has been stolen or is damaged by Fire, You should contact the The Claim Service New Claim Notification Helpline who will advise You how to proceed.

The free telephone numbers are shown at the front of this policy document and above. You will be asked to do the following:

- a) Supply as much information as You can concerning the Incident. This may be
 - completing a Motor Accident Report Form or Motor Theft Report Form, whichever is appropriate; or
 - telephoning The Claims Service directly who will then take any action necessary to deal with Your claim.
- b) Send a copy of Your driving licence, VRD, MOT Certificate & purchase receipts, if Your Motorhome has been stolen.
- c) Send any communication You receive in connection with Your claim to The Claims Service. You must not admit liability or deal with any correspondence yourself.
- d) Report any vandalism or Theft to the police and obtain a crime report number.

Please note: Even if You are not claiming for damage to Your Motorhome, You must still advise Markerstudy Insurance Company Limited of the incident and You must confirm whether anyone else was involved in the incident who may have suffered an injury or damage to their property.

2. If the windscreen or windows of Your Motorhome are damaged, You should

- a) telephone The Claims Services 24 hour Glass Service Centre direct on the number shown below. You will need Your current Certificate of Motor Insurance and Your Statement of Insurance and/or Schedule ready to confirm that You are covered for this damage.

24 HOUR GLASS SERVICE - FREEPHONE FROM THE UK 0800 387565

- b) You will be given advice on whether Your windscreen can be repaired rather than replaced. If it is possible to have Your windscreen repaired, You will not have to pay an Excess.
- c) if it is not possible to repair Your windscreen or if the damage is to the windows of Your Motorhome, The Claims Service Glass Service will instead arrange for it to be replaced. Markerstudy Insurance Company Limited will be invoiced directly up to the amount You are covered for. You will be asked to pay the Excess shown in Your Statement of Insurance and/or Schedule for the replacement of the windscreen or body glass.

DATA PROTECTION ACT

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd), and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help Us check information provided and also to prevent fraudulent claims. When We deal with Your request for insurance, We may search these registers. Under the conditions of Your Motorhome Policy, You must tell us about any incident (such as an accident or Theft) which may or may not give rise to a claim. When You tell Us about an incident, We will pass information relating to it to the registers.

Your insurance cover details will be added to the Motor Insurance Database, run by the Motor Insurers' Information Centre (MIIC). This has been set up to help identify uninsured drivers, and may be searched by the Police to help confirm who is insured to drive. If there has been an accident, the Database may be used by Insurers, MIIC and the Motor Insurers' Bureau to identify relevant policy information. You can ask Us for more information about this.

You should show this notice to anyone insured to drive the Insured Motorhome.

KEEP MOTORING LEGAL PROTECTION POLICY

IN CONSIDERATION of the insured person having paid the premium, the underwriters agree to indemnify the insured person against Legal Expenses, and Insurance Claimline (a trading style of Clarkson Penhale Solicitors) will provide the services set out in the Summary of Services in accordance with the terms of this Policy.

DEFINITIONS

In this Insurance the meaning of the following will be:

1. COVERHOLDER OR COVERHOLDERS

ASA Broking Limited and associated or subsidiary companies
The Underwriters - Markerstudy Insurance Company Limited.

2. UNINSURED LOSS

Any loss or injury sustained by the insured person arising out of the insured event where such loss is not covered by the insured persons underlying motor insurance policy.

3. THE INSURED

Any person, firm or company who is entitled to participate in the uninsured loss recovery service offered by the Coverholders, during the period of insurance.

4. INSURED PERSON

The insured and any person (who resides in the United Kingdom) authorised to drive the Insured's Vehicle by the Insured's motor insurance certificate whilst in or on the Insured Vehicle but excluding passengers in or on the Insured Vehicle at the time of the Insured Event.

5. INSURED VEHICLE

Any motor vehicle owned or leased by the insured and specified in the underlying motor insurance certificate or any vehicle described as a temporary replacement for the Insured Vehicle and agreed by the Underwriters.

6. APPOINTED REPRESENTATIVE

The solicitor or other appropriately qualified consultant or firm of consultants appointed under Condition 7 to act for the Insured Person.

7. LEGAL COSTS AND EXPENSES

Fees, expenses and other disbursements reasonably and properly incurred by the Appointed Representative on behalf of an Insured Person in any Claim for Compensation or Legal Proceedings or for which the Insured Person may be liable by order of the Court or by agreement with the Underwriters, whether incurred before or after the issue of Legal Proceedings.

8. CLAIM FOR COMPENSATION

The process of recovering damages for personal injuries, financial and other losses caused by, flowing from or attributable to the Insured Event to include all communications and negotiations prior to and after the issue of Legal Proceedings within the meaning of this Policy and to include compliance with the pre-action Personal Injury Protocol in England and Wales or equivalent direction or procedure within territorial limits.

9. LEGAL PROCEEDINGS

The prosecution or pursuit of the Claim for Compensation through formal court proceedings issued by way of writ, summons or other originating process in the High Court or County Court in England and Wales or in courts of equivalent jurisdiction within the Territorial Limits.

10. LIMIT OF INDEMNITY

The maximum amount payable in respect of Legal Costs and Expenses is £50,000.

11. REASONABLE PROSPECTS OF SUCCESS

A greater than 50% prospect of recovering damages or a greater than 50% prospect of achieving a more favourable outcome.

12. PERIOD OF INSURANCE

The period corresponding to the underlying motor insurance certificate for which the Insured has paid all due premiums or parts thereof not exceeding twelve months.

13. TERRITORIAL LIMITS

Great Britain, Northern Ireland, Isle of Man, Channel Islands, Austria, Belgium, Finland, France, Federal Republic of Germany, Greece, Republic of Ireland, Italy, Luxemburg, Liechtenstein, Netherlands, Norway, Portugal, Spain and Sweden.

14. INSURED EVENT

An event occurring within the Period of Insurance arising from the negligence of another party in the use of a motor vehicle causing loss or damage to an Insured Vehicle or to any property either owned by the Insured Person or for which the Insured Person is legally responsible while such property is in or on the Insured Vehicle or such event which causes death or bodily injury to the Insured Person while in, on, mounting or dismounting from an Insured Vehicle and providing such event takes place within the Territorial Limits.

15 THE UNDERWRITERS

Markerstudy Insurance Company limited.

INDEMNITY

The Underwriters agree to indemnify the Insured Person against Legal Costs and Expenses incurred within the Territorial Limits in respect of Indemnity and subject to compliance by the Insured Person with the terms of this policy and subject to the exclusions and conditions contained within this policy, provided that the Claim for Compensation has Reasonable Prospects of Success.

CONDITIONS

1. COMPLIANCE AND PRECAUTIONS

The Insured Person shall comply with each and all of the terms of this Policy and shall take all reasonable precautions to minimise the cost of the Claim for Compensation or Legal Proceedings.

2. CANCELLATION

The Insurance may be cancelled by either party giving thirty days notice in writing. The Coverholder may also exclude an individual Insured Person from cover at any time by sending seven days notice. Such cancellation shall not prejudice the rights of an Insured Person in respect of any Insured Event occurring prior to the date of cancellation. The Coverholders or the Insured Person shall only be entitled to a pro-rata return of premium if cover is cancelled within 14 days of the inception or renewal date and no claim has been made. If cover is cancelled after 14 days of the inception or renewal date, no refund of premium will be granted.

3. ALTERATION

The Coverholders or the Insured Person shall notify the Underwriters immediately of any alteration in risk which materially affects the insurance.

4. TERMINOLOGY

The terminology used in this Policy shall, where appropriate mean and be taken to mean the equivalent terminology of the law and administration of justice of Scotland, Northern Ireland, the Isle of Man or the Channel Island and other countries within the Territorial Limits, as the case may be.

5. COMMUNICATIONS

All notices and communications from the Underwriters or their Representatives shall be deemed to have been duly sent if sent by the Coverholders or their Appointed Representative to the last known address of the Insured, or in relation to any matter arising out of an Insured Event, the address, of the Appointed Representative. All notices and communications from the Insured to the Underwriters or their Representatives shall be deemed to have been duly given to the Coverholders.

6. PRESENTATION OF CLAIMS BY THE INSURED

The Insured Person shall give the Coverholders immediate notice of any Insured Event which may give rise to a Claim for Compensation for uninsured losses and shall complete any forms requested by the Coverholders and shall supply without unreasonable delay all proofs, supporting evidence and other information as the Coverholders and/or the Appointed Representatives require.

7. REPRESENTATION

7a. The Coverholder will take over and conduct, in the insured Person's name, the prosecution, pursuit, defence or settlement of any Claim for Compensation.

The Coverholder shall at its discretion or upon the direction of the Insured Person, instruct a Solicitor or Appointed Representative to act on behalf of the Insured Person in relation to the Claim for Compensation or the Insured Event. The Solicitor or Appointed Representative shall act on the Insured Person's behalf.

The Coverholder retains the exclusive right to nominate a Solicitor or Appointed Representative of the Coverholders choosing to act on behalf of the Insured Person in relation to the Claim for Compensation or the Insured Event at all times up to and including the issue of Legal Proceedings in accordance with this policy. The Insured Person shall accept the Solicitor or Appointed Representative nominated by the Coverholder.

The Insured Person shall be entitled to nominate a Solicitor or Appointed Representative of his or her choosing only after the issue of Legal Proceedings in accordance with this policy and on condition that:-

- i. The Solicitor or Appointed Representative is a member of the Personal Injury Panel of the Law Society of England and Wales or equivalent expert body in the appropriate jurisdictions within the territorial limits.
- ii. The Solicitor or Appointed Representative accepts the same terms of engagement to act on behalf of the Insured Person as are accepted by those Solicitors or Appointed Representative upon the Coverholder's selected panel.

In selecting and nominating their Solicitor or Appointed Representative after the issue of Legal Proceedings the Insured Person shall have regard to common law and duty to minimise the cost of their claim.

Where the Insured Person wishes to nominate their own Solicitor or Appointed Representative in accordance with this clause, they shall provide the name and address of the Solicitor or Appointed Representative to the Coverholder, together with confirmation of the application of conditions i and ii above and the Coverholder shall confirm within 28 days of receipt of such confirmation, whether the Coverholder agrees to the instruction of the nominated Solicitor or Appointed Representative.

In all cases the Solicitor shall be appointed in the Insured's Person's name and on the Insured Person's behalf.

Legal Costs and Expenses incurred in relation to an Insured Event, a Claim for Compensation or Legal Proceedings in accordance with this Policy shall not be covered under the terms of this Policy where the Solicitor or Appointed Representative has not been instructed to act on behalf of the Insured Person in accordance with this clause.

7b. Once a Solicitor or Appointed Representative has been nominated and is representing the Insured Person, then the Insured Person cannot change to another Solicitor or Agent unless there is a conflict of interest or the Law Society has upheld a complaint from the Insured Person in that the Solicitor or Agent has acted negligently

7c. Small Claims Court Representation will be at the Coverholder's discretion.

8. ISSUE OF PROCEEDINGS

Where the Solicitor or Appointed Representative is nominated by the Insured Person and not the Coverholder, the Insured Person shall obtain the written consent of the Coverholder prior to the issue of Legal Proceedings in accordance with this Policy.

9. RIGHT TO INFORMATION

The Coverholder shall have direct access to the Solicitor at all times and the Insured Person shall co-operate with the Coverholder in all respects and shall keep the Coverholder fully and continuously informed of material developments in the matter. The Coverholder shall be entitled to obtain from the Appointed Representative any information; form or report, copy document, advice computation, account or correspondence relating to the matter whether or not privileged, and the Insured Person shall give any instructions to the Solicitor which may be required for this purpose. The Coverholder shall be notified immediately in writing by the Insured Person or Appointed Representative of any offer or payment made to Court with a view to settle.

10. COSTS OF AGREEMENT

The Coverholder will not be bound by any promise or undertaking given by the Insured Person to the Solicitor or by either the Insured Person or the Solicitor to any witness, expert or agent.

11. RECOVERY OF COSTS

The Solicitor or Appointed Representative should take all reasonable steps to recover costs and expenses. If another person is ordered, or agrees, to pay the Insured Person all or any costs and expenses, charges or compensation, either in full or by instalments, the Insured Person will do everything possible (subject to the Coverholder's directions) to recover the money and hold it on the Coverholder's behalf. If payment is made by instalments these will be paid to the Coverholder until the Coverholder has recovered the total amount that the other person was ordered, or agreed to pay by way of costs.

12. ARBITRATION

If there is a dispute between the Coverholder and the Insured Person, which is not solved by the Policy, either side may refer to the arbitration of a single arbitrator who will be either a Solicitor or Barrister, to be agreed by the two sides. If no agreement can be reached, the Law Society shall name another arbitrator. The arbitrator's decision will be final and binding on both sides. The arbitration will be governed by the rules set out in the Arbitration Acts then in force. If the Insured Person commences arbitration under this clause and is unsuccessful then the Insured Person shall bear the costs of the arbitration.

13. REPLACEMENT VEHICLE AND REPAIRS FACILITY

The above facilities are at the sole discretion of the Coverholders and are subject to an accident which is not way the fault of the Insured Person and subject to the Insured Person advising the Coverholders full details of the person responsible for the accident including their vehicle registration number. With regards to the repair facility, the Coverholder also requires the name and policy number of the Third Party Insurance Policy.

14. SUBROGATION

The Underwriter/Coverholders reserve the right to pursue Legal Proceedings against any party, whether before or after payment of a loss, at their sole discretion and in the name of the Insured Person or otherwise. Should the Underwriters/Coverholders exercise their rights, they shall be subrogated to all the Insured Persons right of recovery and the Insured Person shall execute all papers required and shall do everything that may be necessary to secure each recovery.

15. ASSIGNMENT

This Insurance may not be assigned in whole or in part without the written consent of the Coverholders.

GENERAL EXCLUSIONS

The Underwriters/Coverholders will not indemnify the Insured Person in respect of :

1. Legal costs and expenses incurred:
 - a) Before the Coverholder's written acceptance of a claim.
 - b) Where the Insured Person fails to give proper instructions in due time to the Coverholder or to the Appointed Representative or to Counsel.
 - c) Where the Insured Person is responsible for anything which, in the Coverholder's reasonable opinion, prejudices their case.
 - d) If the Insured Person withdraws instructions from the Appointed Representative or withdraws from the legal proceedings or the Solicitor refuses to continue to act for the Insured Person.
 - e) For claims which are conducted by the Insured Person in a manner different from the advice of the Coverholder or Appointed Representative.
 - f) For any claim reported by the Insured Person to the Coverholders more than six months after the Insured Event.
2. Any claim where the Insured Person's motor Insurers are entitled to repudiate the Insured Person's Motor Policy or refuse indemnity.
3. Claims where there is a failure by the Insured to give proper and/or bona fide instructions in due time.
4. Any matter where, in the opinion of the Underwriters/Coverholders, a delay by the Insured Person could be prejudicial to the conduct of the claim.
5. Any matter in respect of the Insured Person, which is, or would be, but for the existence of this Policy.
6. Legal Proceedings in constitutional, international or supranational courts or tribunals.
7. The use of an Insured Vehicle by or on behalf of the Insured for racing, rallies, track days or competition or trials of any kind.
8. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from any consequential loss.
9. Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:
 - i) Ionising radiations or contamination by radioactivity from any 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 thereof.
10. Loss or damage directly or indirectly occasioned by, happening through or in consequence of war invasion, acts of foreign enemies, hostilities whether war declared or not, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation requisition or destruction of or damage to property by or under the order of any government or public local authority.
11. The Insured Persons travelling expenses, subsistence allowance, or compensation for absence from work.
12. Any claim if the Insured Person is the authorised driver and does not hold (or have been disqualified from holding or obtaining) a driving licence at the time of the accident.
13. Claims arising from any deliberate or criminal act or omission.

14. Any incident or matter arising prior to inception of this insurance.

EU DISCLOSURE CLAUSE (UK) NOTICE TO THE INSURED:

The parties are free to choose the law applicable in this Insurance Contract. Unless specifically agreed to the contrary, this Insurance shall be subject to English Law.

COMPLAINTS

We will do our best to ensure your complete satisfaction, however if you wish to make a complaint, please write or ask to speak to the manager of the department you are dealing with. If that does not resolve the situation then please contact the Compliance Manager of ASA Broking Limited.

If you wish to put your complaint direct to the insurer then please contact:

**The Underwriter,
Markerstudy Insurance Company Limited,
Montagu Pavilion,
8-10 Queensway,
Gibraltar.**

If you are still not satisfied, you are entitled to approach:

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

You may be entitled to compensation from the Financial Services Scheme in the event that the insurer is unable to meet its liabilities.

A Copy of our Dispute Resolution Procedure is available on request.

