



## **Commercial Vehicle Insurance Policy**

## PURELY MOTOR

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### Commercial vehicle insurance

#### About your motor insurance policy

Thank you for choosing this commercial vehicle insurance policy arranged and administered by HRH Solutions Ltd trading as Purely Motor and underwritten by Zenith Insurance Plc.

You should have three documents: this policy booklet, a policy schedule and a certificate of motor insurance. You may also have an endorsement schedule and a windscreen disc if applicable. Please read all the documents carefully, taking note of any endorsements and also the exclusions, general exceptions and general conditions stated in this policy booklet. If the insurance described does not give you everything you need, please tell us immediately. These documents may be delivered electronically to you.

This Commercial Vehicle Policy booklet and accompanying documents are evidence of a legally binding contract of insurance between you (the Insured) and the insurers (Zenith Insurance Plc). **This contract is entered into on the basis that you have taken all reasonable care to answer all questions asked honestly, accurately and to the best of your knowledge and that any other information given either verbally or in writing by you or on your behalf at the time you applied for insurance is also complete and has been given honestly and to the best of your knowledge and belief. The information that you have given to us is shown on your signed proposal form, or statement of fact or statement of insurance but will also include further information given either verbally or in writing by you or on your behalf at the time you applied for insurance.**

If the information provided by you is not accurate or complete, this policy may not be valid. If you have made any mistakes, please tell us at once.

**If you have an accident call our 24 hour Claims Helpline:**

**0843 178 7257**

Please call within 24 hours of the accident, but ideally within 1 hour.  
You may be entitled to a FREE courtesy vehicle, Free collection and delivery, and we can provide a windscreen replacement service.

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## Important Customer Information

### What to do if you have an accident

#### Contact us

**AT THE ROADSIDE? CALL 0845 266 8845**

**To obtain immediate assistance at the roadside call our Roadside Priority Claims Helpline on 0845 266 8845.**

Our UK based, experienced advisors will take initial claim details and discuss recovery of your vehicle.

**UNABLE TO CALL FROM THE ROADSIDE? CALL 0843 178 7257**

**If you are unable to call from the roadside you must call our 24 hour Claims Helpline on 0843 178 7257 as soon as it is safe to do so.**

**ACCIDENT ABROAD? CALL 0044 (0)1246 216288**

Please call within 24 hours of the accident, but ideally within 1 hour. This is regardless of whether you wish to make a claim under the policy or not. Delay in notification of an incident to us may invalidate your right to claim. By calling within 24 hours the standard policy excess will be reduced.

Please quote your policy number and give all relevant information about the incident. If your claim is due to theft, attempted theft or vandalism you must also inform the Police and obtain a crime reference number.

#### Benefits of an immediate call

Calling us straightaway provides you with benefits which may include the following (dependant on the level of policy cover you have):

- FREE courtesy vehicle while your vehicle is being repaired
- Windscreen repair/replacement
- FREE collection and re-delivery
- FREE vehicle cleaning service
- Repairers' work guaranteed for three years.

We will deal with your claim and claims made against you, as quickly and fairly as possible. Please read the Claims Conditions under Section 1 and General Conditions in this policy booklet.

For our joint protection telephone calls may be recorded and monitored by us.

## What to do if

### General advice

If you are involved in an accident:

- Excess – We will reduce your excess by £50 for any claim under Section 1 of this policy for Damage Fire or Theft if this is reported to our 24 Hour Claims Helpline within 24 hours of the incident occurring;
- Stop and give your name, address and the registration number of your vehicle, together with your insurance details, to the other driver or drivers;
- You must report the accident to the Police within 24 hours at the latest if anyone is injured;
- Note the names, addresses, vehicle and insurance details of all the other people involved, including any witnesses;
- Make a sketch plan of the accident scene;
- Do not admit responsibility for the accident or make any offer of payment without seeking our advice;
- If requested by us fill in and send to us a Motor Accident Report Form. These forms can be obtained by contacting our 24 Hour Claims Helpline.

### Repairing your Vehicle

If your vehicle is damaged and the damage is covered by your policy, you should use our nationwide network of approved repairers. Each approved repairer will:

- Collect and deliver your vehicle free of charge;
- Have authority to proceed with repairs quickly;
- Clean your vehicle after the repair;
- Guarantee all repairs for three years.

### If you have to pay an excess and/or VAT

If you have to pay an excess, we will ask the repairer to collect this from you when the repair is finished. The repairer will also ask you to pay any VAT if you are registered for VAT.

**Somebody claims against you** Send all letters and other correspondence to us as quickly as possible so that we can deal with them for you. Always quote your claim or policy number.

Remember, do not admit responsibility for the accident or make any offer of payment without seeking our advice.

**Police prosecutions** You must let us know at once if you receive notice of any possible prosecution because of an accident. It would also help us to know if other people involved in the accident will be prosecuted.

## **Your vehicle is stolen**

**Tell the Police** Please tell the Police as soon as you discover the loss and make a note of the crime reference number and station concerned.

**The waiting period** There will be a period of time during which the Police will try to find your vehicle. We will commence claims investigations immediately but if the vehicle is not recovered within a reasonable period, or the vehicle is recovered damaged, we will consider settlement of your claim on the basis described in Section 1 - Loss or Damage to your vehicle.

## **The windscreen or a window is damaged or broken**

**Glass claims** You can call our 24 Hour Claims Helpline on **0800 999 8000** to be connected to our preferred suppliers. You will need to show the supplier your certificate of motor insurance before work starts. If you have windscreen cover and the glass is replaced or repaired, you will only need to pay the excess referred to in Section 2 of this policy - Broken windows and windscreens and we will pay the windscreen company the balance of the bill direct.

## Making a change to your policy

- You change your vehicle** If you change your vehicle; you must contact your insurance broker or adviser. They will need to know the make and Model, year of manufacture, engine capacity, registration number, gross vehicle weight or carrying capacity and your estimate of the value.
- You also need to tell us if the vehicle is in any way different from the manufacturer's specification. This includes cosmetic changes e.g. body kits, alloy wheels, additional seats, internal racking, fixtures & fittings, sign-writing, spoilers, side skirts and any optional extras including LPG conversions. If you are not sure, tell us.
- Please remember to tell us and make sure you have the cover you need before you drive your vehicle. You will need to return your old certificate of motor insurance and any windscreen disc if applicable so that we can cancel it.
- You change your address** We calculate your premium according to the area in which you live. If you change your address, tell your insurance broker or adviser.
- We also need to know whether you will keep your vehicle in a garage. If your vehicle is not kept in a garage, please tell us where you will keep it when you are not using it.
- You want to change the drivers** Your certificate of motor insurance shows who may drive your vehicle. If you want to change any of the drivers, tell your broker or adviser. They will ask you a few questions.
- Please remember to tell us and make sure you have the cover you need before you allow the person to drive your vehicle. You may need to return your old certificate of motor insurance so that we can alter it.
- You want to take your vehicle cover abroad** Page 34 of this policy booklet referring to the Territorial limits and using your vehicle abroad will advise you of the cover that applies.
- You do not need an International Motor Insurance Card (Green Card) if you drive within the European Union. If you want to drive outside the European Union you will need Green Card and you must contact your insurance broker or adviser and ask for this document.

Some changes may mean we need to alter your premium. Your insurance broker or adviser will tell you if this happens.

## Introduction to Your Policy

Welcome to this Purely Motor commercial vehicle insurance policy arranged and administered by HRH Solution Ltd trading as Purely Motor and underwritten by Zenith Insurance Plc.

This policy document is evidence of a legally binding contract of insurance between you (the Insured) and us (Zenith Insurance Plc). **This contract is entered into on the basis that you have taken all reasonable care to answer all questions asked honestly, accurately and to the best of your knowledge and that any other information given either verbally or in writing by you or on your behalf at the time you applied for insurance is also complete and has been given honestly and to the best of your knowledge and belief. The information that you have given to us is shown on your signed proposal form, or statement of fact or statement of insurance but will also include further information given either verbally or in writing by you or on your behalf at the time you applied for insurance.**

You must read this policy, the policy schedule and the certificate of motor insurance together. The policy schedule tells you which sections of the policy apply. Please check all three documents carefully to make certain they give you the cover you want.

We have agreed to insure you against liability loss or damage that may occur within the territorial limits of the policy during any period of insurance for which you have paid, or agreed to pay the premium. The cover we provide is subject to the terms, conditions and exceptions contained in this policy booklet or in any endorsement applying to this policy.

Nobody other than you (the Insured) and us (Zenith Insurance Plc) has any rights that they can enforce under this contract except for those rights that they have under road traffic law in any country in which this insurance applies.

Unless specifically agreed otherwise, this insurance shall be subject to English Law.

The terms and conditions of this policy and all other information concerning this insurance are communicated to you in the English language and we undertake to communicate in this language for the duration of the policy.



Gary Humphreys  
Underwriting Director  
Zenith Insurance Plc and/or its co-Insurers whose names and addresses are available upon request.

Authorised Insurers, registered in Gibraltar No 84085.

Registered Office: 846-848 Europort, Gibraltar

Zenith Insurance Plc is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority in respect of underwriting insurance business in the UK (No. 211787).

Zenith Insurance Plc is a member of the Association of British Insurers

## **Several Liabilities Notice**

The obligations of Zenith Insurance Plc and its co-insurers under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each insurer's individual subscription. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurer's obligations.

The Financial Services Compensation Scheme covers this policy. You may be entitled to compensation from this scheme if we cannot meet our liabilities under this policy. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning 0207 741 4100.

This policy is arranged through HRH Solutions Ltd trading as Purely Motor which is an Authorised Representative of Zenith Insurance Management UK Limited. Zenith Insurance Management UK Limited is authorised and regulated by the Financial Conduct Authority (No. 429279). Zenith Insurance Management UK Limited are the UK service providers for Zenith Insurance Plc.

Purely Motor (HRH Solutions Ltd), company number 08186895 registered in England and Wales. Registered address: 7<sup>th</sup> Floor, Metropolitan House, Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG.

## **Cooling-off Period**

If this insurance does not meet your requirements you have a 14 day period from the date you received the documentation during which you may cancel the policy. We will make a pro-rata premium charge for the number of days you have been on cover. This charge will be subject to a policy set up fee of £25 plus Insurance Premium Tax (IPT).

The full annual premium will be charged should your vehicle become the subject of a total loss agreement during the Cooling-off Period.

## Definitions and information

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The words or phrases shown below have the same meaning whenever they appear in this policy booklet or in the **certificate of motor insurance, policy schedule or endorsements**. So that **you** can easily identify these words and phrases they are shown in bold print throughout this policy booklet.

### Approved repairer

A motor vehicle repairer which is a member of **our approved repairer** network and is authorised by **us** or **our** representative to repair **your vehicle** following a valid claim under Section 1 of this insurance.

### Certificate of motor insurance

The document which gives evidence that **you** have a motor insurance policy which meets relevant road traffic laws. It also shows:

- The number of **your** policy.
- The registration number of **your vehicle**.
- **Your** name as the policyholder.
- The period of **cover**.
- Who may drive **your vehicle**.
- Whether **you** have **cover** to drive a vehicle other than **your vehicle**.
- The limitations as to the use of the vehicle which **we** have agreed.

### Cover/covered

The insurance **we** will provide/that is provided under the policy

### Endorsement

A wording which changes the insurance in this policy.

### Endorsement Schedule

The document headed **Endorsement Schedule** which may be provided with this policy booklet. It shows the wordings of any **endorsements** which apply to this policy.

<b>Excess</b>	The first part of a claim which <b>you</b> must pay. Sometimes more than one <b>excess</b> can apply in which case we add them together. Ask <b>your</b> insurance broker or adviser for more details of the total <b>excess</b> which may apply.
<b>Information and Statements</b>	The <b>information and statements you</b> have given to <b>us</b> when asking <b>us</b> to insure <b>you</b> . This will include any <b>proposal form</b> completed by <b>you</b> .
<b>Market value</b>	The cost of replacing <b>your vehicle</b> with one of a similar age, type and condition. We use publications such as Glass' Guide and may ask independent motor engineers to help with our total loss valuations.
<b>Period of insurance</b>	The period between the effective date and expiry date shown on the <b>policy schedule</b> and any subsequent period for which we accept renewal of the insurance.
<b>Policy schedule</b>	<p>The document headed <b>policy schedule</b> which is provided with this policy booklet and shows:</p> <ul style="list-style-type: none"><li>• <b>Your</b> details.</li><li>• The details and registration number of <b>your vehicle</b>.</li><li>• The period of <b>cover</b>.</li><li>• The type of <b>cover</b>, whether comprehensive, third party fire and theft or third party only.</li><li>• Any <b>endorsements</b> which apply.</li></ul>
<b>Proposal form</b>	The application for insurance and declaration completed by <b>you</b> or on <b>your</b> behalf. <b>We</b> have relied on the <b>information and statements</b> provided on this form in entering into this contract of insurance.
<b>Statement of Insurance/ Statement of Fact</b>	The form that shows the <b>information and statements</b> that <b>you</b> gave <b>us</b> or that were given on <b>your</b> behalf at the time <b>you</b> applied for insurance. <b>We</b> have relied on the <b>information and statements</b> provided on this form in entering into this contract of insurance.

**We, us, our**

Zenith Insurance plc and/or its co-insurers whose names and addresses are available upon request.

**You, your**

The person named as the policyholder in the **policy schedule**.

**Your vehicle**

The vehicle described in the **policy schedule** and any other vehicle for which details have been supplied to **us** and an effective **Certificate of motor insurance** (and/or a windscreen disc if applicable) specifying the registration mark has been issued to **you**.

## What cover do you have?

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**Your policy schedule** shows what **cover you** have paid for or agreed to pay for.

**Comprehensive** If **your cover** is comprehensive, all sections of this policy booklet apply.

**Third Party Fire and Theft** If **your cover** is third party fire and theft, the sections of this policy booklet which apply are:

- Section 1, but only if the loss or damage is caused by fire, lightning, explosion, theft or attempted theft; and
- Sections 3, 4, 8 and 9;

**Third Party only** If **your cover** is third party only, the sections of this policy booklet which apply are:

- Sections 3, 4, 8 and 9;

The General Exceptions and General Conditions of this Purely Motor Commercial Vehicle Insurance Policy apply to all levels of **cover**.

**Cover** is subject to any **endorsement** shown on **your policy schedule** and **endorsement schedule**.

### Motor Legal Protection

In addition to the cover provided under this Purely Motor Commercial Vehicle Insurance Policy your insurance may also include cover under the separate Motor Legal Protection Policy (see page 39 of this policy booklet for full details). Your welcome pack will indicate whether this additional cover is in force.

## Section 1 - Loss or damage to your vehicle

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### What you are covered for

**We will:**

#### Loss or damage

**Cover you** for loss or damage to **your vehicle**, including loss or damage caused by:

- Fire, lightning or explosion;
- Theft or attempted theft.

#### Accessories

Include motoring equipment kept in or on **your vehicle** which has been specifically designed for use with **your vehicle**. This does not include audio and visual equipment, satellite navigation equipment, caravans or any other form of trailer.

#### Audio and visual equipment

Pay up to £250 for loss or damage to audio and visual equipment permanently fitted to **your vehicle**. This limit will not apply to audio and visual equipment originally fitted by or supplied by the vehicle manufacturer.

#### Locks

Pay up to £250 for the cost of replacing the door locks, ignition system and/or steering lock if **your vehicle** keys and/or vehicle ignition activation device and/or central locking transmitter are stolen provided **we** are satisfied that the identity or location of **your vehicle** is likely to be known to any person who may have such items.

#### New for old

Offer to replace **your vehicle** with a new one of the same make, model and specification if it is less than 6 months old from the date it was first registered as new and:

- It sustains damage for which the cost of repairs would be greater than 60% of the manufacturer's recommended retail price, including taxes; or
- It is stolen and not recovered.

## Section 1 - Loss or damage to your vehicle (continued)

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### New for old limitations

This 'new for old' **cover** only applies if:

- **Your vehicle** is owned by **you** and not registered in the name of a company; and
- **You** request it and everyone with an interest in the vehicle agrees; and
- **We** are able to replace **your vehicle** in the UK with a vehicle of the same make, model and specification; and
- **Your vehicle** is not the subject of a financial arrangement other than a hire purchase agreement; and
- **Your vehicle** has covered less than 10,000 miles.

If **we** replace **your vehicle**, **we** will then own **your** old vehicle.

If **we** cannot replace **your vehicle**, **we** will pay compensation as described elsewhere in this section.

## Section 1 - Loss or damage to your vehicle (continued)

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### What we will do if you make a claim

**Claim procedure** **You** must tell **us** about any damage **you** are going to claim for. Repairs are normally undertaken by **our approved repairer**. In circumstances where **you** decide not to utilize **our approved repairer** **we** will authorise repairs only if the estimate for repairs is reasonable. If **we** believe the estimate is unreasonable **we** may at **our** option settle the claim for repairs to **your vehicle** by paying the amount quoted by **our approved repairer** less the **excess** which applies to this policy.

If **we** ask to examine driving licences and vehicle documentation before agreeing to settle a claim under this policy **you** must supply this documentation before **we** can proceed with the settlement.

Any indication of a claim against **you** must be notified to **us** as soon as possible. Any writ or notification of civil or criminal proceedings should be sent to **us** by recorded delivery immediately.

**We** shall be entitled to take over and conduct the defence or settlement of any claim or prosecute any claim in the name of any person **covered** by this insurance.

No admission of liability, payment or promise of payment shall be made or given by **you** or any person on **your** behalf. No proceedings may be commenced against, or settlement accepted from, any other party without **our** written consent.

**We** shall have discretion in the conduct of any proceedings or in the settlement of any claim.

**You** must give **us** whatever co-operation, information and assistance **we** require in dealing with any claim under this policy.

## Section 1 - Loss or damage to your vehicle (continued)

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### What we will do if you make a claim

**Compensation**      **We** will decide whether to repair or replace **your vehicle**, or pay in cash for loss or damage to **your vehicle**. A repairer can use parts that have not been produced by the vehicle manufacturer. Whatever **we** decide, **we** will not pay more than the **market value** of **your vehicle** at the time of the loss or damage.

If **we** cannot repair or replace a damaged part or accessory, **we** will pay **you** the manufacturer's last listed price.

**Accident recovery and protection**      If **your vehicle** sustains damage **covered** by this section and cannot be driven after an accident, **we** will pay the reasonable cost of protecting it or taking it to the nearest repairer or to a safe place. **You** must not drive **your vehicle** if this will increase the damage. If necessary, **we** will also pay the reasonable costs of delivering **your vehicle** to **your** home address after it has been repaired.

**Hire Purchase and Financial Agreement**      If **we** know that **your vehicle** is the subject of a hire purchase or other similar agreement with a finance company and is declared to be a total loss **we** will make any payment to the owner described in that agreement. **We** will not be liable for any other costs after this.

## Section 1 - Loss or damage to your vehicle (continued)

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### What you are not covered for

**We** will not pay:

Audio and visual equipment	For audio and visual equipment unless it is permanently fitted to <b>your vehicle</b> or supplied by the vehicle manufacturer.
Audio and visual accessories and telephones	For digital visual discs, compact discs, telephone systems, telephone accessories and satellite navigation equipment.
Breakdowns	For any mechanical, electrical, electronic, computer or computer software breakdown, failure, fault or breakage.
Confiscation	For any loss or damage caused by the confiscation or requisition or destruction by or under the order of any government or public or local authority.
Excess	The amount, or amounts, shown in the <b>policy schedule</b> and/or the <b>endorsement schedule</b> , and referred to as the <b>excess</b> . This will apply to each claim for damage to <b>your vehicle</b> . Any amount shown will be additional to any <b>excess</b> applying as shown below.
Excess - Compulsory	<p>The amounts shown below apply to each claim for damage to <b>your vehicle</b> when it is being driven by:</p> <ul style="list-style-type: none"><li>• Any person aged under 21 £500</li><li>• Any person aged 21 to 24 £250</li><li>• Any person aged 25 or over who has not held a full driving licence issued in Great Britain or Northern Ireland, the Isle of Man or the Channel Islands for more than 12 months immediately before the damage £250</li></ul>

## Section 1 - Loss or damage to your vehicle (continued)

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### What you are not covered for

**We** will not pay:

#### Excess - Compulsory continued

These **excesses** will not apply:

To any loss or damage caused by fire, lightning, explosion, theft or attempted theft;

- When **your vehicle** is in the hands of the motor trade to be serviced or repaired;
- To any claim dealt with under Section 2 - Broken windows and windscreens.

These **excesses** will be reduced by £50 if the incident giving rise to a claim under this policy is reported to **our** 24 Hour Claims Helpline within 24 hours of the incident occurring.

#### Excess - Fire and theft

The first £150 of any claim for loss or damage caused by fire, Lightning, explosion, theft or attempted theft.

This **excess** will be reduced by £50 if the incident giving rise to a claim under this policy is reported to **our** 24 Hour Claims Helpline within 24 hours of the incident occurring.

#### Deception

For loss, damage, or refund money from the sale of **your vehicle**, through someone pretending to be a buyer or that person's agent.

#### Deliberate damage

For loss or damage to **your vehicle** as a result of road rage or deliberate act caused by **you** or any person who is **covered** to drive **your vehicle**.

#### Depreciation

For any loss in value of **your vehicle**.

#### Improving your vehicle

For repairs or replacements which improve **your vehicle** beyond its condition before the loss or damage happened.

## Section 1 - Loss or damage to your vehicle (continued)

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### What you are not covered for

**We** will not pay:

#### Securing your Vehicle

For loss or damage to **your vehicle** arising from theft or attempted theft when **you** are not in **your vehicle** and:

1. ignition keys have been left in or on **your vehicle**; or
2. **your vehicle** has not been secured by means of door and boot lock; or
3. any window or any form of sliding or removable roof or hood have been left open or unlocked; or
4. **your vehicle** is fitted with a manufacturer's standard security device and the device is not operational or is not in use; or
5. **your vehicle** is fitted with a telematics device and the device is not operational or is not in use

#### Indirect Losses

Indirect losses which result from the incident that caused **you** to claim, for example, **we** will not pay compensation for **you** not being able to use **your vehicle**

#### Loss of value following repairs

For any reduction in the **market value** of **your vehicle** which results from repairs to the vehicle.

#### Modifications

For loss or damage to any modifications to **your vehicle** unless they form part of the manufacturer's standard specification or are optional extras that **you** have disclosed to **us** and **we** have agreed to **cover**. (N.B. for **cover** to be effective under the policy all vehicle modifications (including any changes which improve its value, attractiveness to thieves, performance or handling) must have been disclosed to and accepted by **us**).

#### Repossession

For loss or damage to **your vehicle** resulting from it being repossessed by its rightful owner.

## Section 1 - Loss or damage to your vehicle (continued)

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### What you are not covered for

**We** will not pay:

Security device	For loss or damage to <b>your vehicle</b> if a security system and/or tracking device which <b>we</b> have required <b>you</b> to use has not been set, is not in full working order or any network subscription for the maintenance contract of the system and/or air time is not current at the time of any loss.
Unauthorised use	For loss or damage to <b>your vehicle</b> as a result of an employee or member of <b>your</b> immediate family or a person living in <b>your</b> home taking or using <b>your vehicle</b> without <b>your</b> permission.
Sonic bangs	For loss or damage to <b>your vehicle</b> caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.
Tyres	For damage to tyres caused by braking, or by cuts, punctures or bursts.
Wear and tear	For wear and tear.
Misfuelling	For loss or damage caused by an inappropriate type or grade of fuel being used.

## Section 2 - Broken windows and windscreens

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### What you are covered for

**We** will pay:

#### Glass

- Up to £250 to replace broken glass in the front windscreen, side and rear windows and sun-roof of **your vehicle** excepting that the limit will not apply if **our** preferred suppliers are used. (See below for the contact telephone number for **our** preferred suppliers).
- For repairing any scratched bodywork which has been caused directly by the broken glass.

### What you are not covered for

**We** will not pay for:

#### Excess

The first £75 of each claim for replacing windows or glass. Or the first £25 of each claim if the glass is repaired and not replaced.

To arrange repair or replacement of broken glass

**CALL THE 24 HOUR GLASS HELPLINE ON 0800 999 8000**

## Section 3 - Liability to other people

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### What you are covered for

	<b>We will:</b>
Your responsibility	<b>Cover you</b> for legal liability if <b>you</b> have an accident involving <b>your vehicle</b> in which: <ul style="list-style-type: none"><li>• Another person is injured or dies;</li><li>• <b>You</b> damage the property of other people which shall include the processes of loading or unloading <b>your</b> vehicle.</li></ul>
Towing	Provide <b>cover</b> while <b>your vehicle</b> is being used to tow a trailer or vehicle which has broken down, but only if the tow being made is without reward and in accordance with the relevant law.

### What cover we give for other people

	<b>We will also:</b>
Other people	<b>Cover</b> the following persons for their legal liability if they have an accident involving <b>your vehicle</b> : <ul style="list-style-type: none"><li>• Any person allowed on the <b>certificate of motor insurance</b> to drive <b>your vehicle</b>, provided they have <b>your</b> permission;</li><li>• Any person who is using (but not driving) <b>your vehicle</b> with <b>your</b> permission for social, domestic and pleasure purposes;</li><li>• If <b>you</b> ask <b>us</b> to do so, any person who is a passenger travelling in, or getting in and out of, <b>your vehicle</b>.</li></ul>

## Section 3 - Liability to other people (continued)

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### What you and other people are not covered for

**We** will not:

Limit of liability -  
property damage

Provide **cover** for damage to the property of other people for any amount greater than £5,000,000 (five million pounds) in respect of any one claim or series of claims arising from one event caused by and arising in connection with **your vehicle**;

Limit of liability -  
property damage  
while carrying  
hazardous goods

Provide **cover** for damage to the property of other people for any amount greater than £1,000,000 (one million pounds) in respect of any one claim or series of claims arising from one event caused by and arising in connection with **your vehicle** when it is used for the carriage of goods of a hazardous or explosive nature defined as being, petrol, liquid petroleum gas, explosives or chemicals of a volatile, explosive or toxic nature;

Limit of liability -  
claimants' costs

Provide **cover** for claimants' costs for any amount greater than £5,000,000 (five million pounds) in respect of any one claim or series of claims arising from one event caused by and arising in connection with **your vehicle**;

Persons -  
exceptions

Provide **cover** for anyone:

- Who is **covered** by other insurance;
- Insured by this policy who does not keep to the conditions of this insurance;
- Driving **your vehicle** without **your** permission;
- Using **your vehicle** for their business or employment;
- Causing the death of or bodily injury to anyone which arises out of and is in the course of that person's employment by the person claiming except where it is necessary to meet the requirement of the Road Traffic Acts;

## Section 3 - Liability to other people (continued)

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### What you and other people are not covered for

**We** will not:

- In respect of death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of **your** vehicle;
- In respect of death, injury or damage caused by or resulting from subsidence or flooding except as required by the Road Traffic Acts;
- In respect of death, injury or damage caused by or resulting from the use of **your vehicle** or trailer whilst being operated as a tool of trade except as required by the Road Traffic Acts.
- For death or bodily injury to any person being carried in or on any trailer or caravan, or
- If a person who was not driving makes a claim and he/she knew that the person driving did not hold a valid driving licence.

### Loss or damage - exclusions

Pay for loss or damage:

- To **your vehicle**;
- To any trailer or other vehicle which is being towed by, or attached to, **your vehicle**;
- To anything which either is being carried in or on **your vehicle**, or is being carried in or on any trailer or other vehicle which is being towed by or attached to **your vehicle**.
- To any property owned by, or in the possession of, or in the care of any person who claims the benefit of **cover** under this section.

## Section 3 - Liability to other people (continued)

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### What you and other people are not covered for

**We** will not:

#### Pollution risk

Provide **cover** for any claim in respect of pollution or contamination unless it is caused by a sudden, identifiable, unexpected and accidental incident which happens during the **period of insurance** and has arisen in connection with **your vehicle**;

Provide **cover** for an amount greater than £1,000,000 (one million pounds) for any one claim or series of claims arising from one event in respect of pollution or contamination

### Application of Limits of cover

In the event of any accident involving **cover** for more than one person insured under this section, any limitation by the terms of this insurance or any **endorsements** attaching to this insurance relating to the maximum amount payable shall apply to the aggregate amount of payments on behalf of all such persons **covered** and **your** liability shall be settled in priority.

## Section 4 - Legal costs

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### What you are covered for

**We** will pay:

If **you** or any person entitled to **cover** is involved in an accident which may lead to a claim under this policy by another person:

- For the cost of legal services which **we** arrange to defend a charge of manslaughter or causing death by dangerous or careless driving;
- The fees of any lawyer **we** appoint to represent **you**, or any person who is entitled to **cover**, at any Coroner's inquest or fatal accident inquiry;
- Other legal costs and expenses provided **we** agree them beforehand.

If **we** agree to pay these costs under this policy the choice and appointment of legal representation and the extent of any assistance that **we** provide will be entirely at **our** discretion. There will be no agreement to pay these costs unless **we** have confirmed this to **you** in writing.

### What you are not covered for

**We** will not provide **cover** for:

- Any legal representation if **you** are pleading guilty or if **you** want to defend any charge against the advice of the lawyer appointed;
- Any Appeal Court costs;
- Any legal representation which **you** arrange.

## Section 5 - Accidents involving you or your driver

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### What you or your driver are covered for

**We will:**

Pay £1,000 if **you** and/or **your** driver are injured or die within three months of an accident involving **your vehicle**. The accident must also be the only cause of injury which results in:

- Death;
- Total and permanent loss of sight in one or both eyes;
- Amputation of one or more limbs at or above the wrist or ankle.

### What you or your driver are not covered for

**We will not:**

Provide **cover** for any injury which is:

- Self inflicted, or caused by taking alcohol or drugs;
- Caused by a natural disease or weakness, or by something **you** or **your** driver have inhaled or eaten;
- Caused by medical or surgical treatment, unless the treatment was for an injury **you** or **your** driver have claimed for;
- Caused by failure to use a seatbelt when required to do so by a relevant law.

Pay more than £1,000 to any one person or £2,000 in all.

Pay from more than one policy **you** hold with **us**.

Pay for any claim under this section if the policy is held in the name of a corporate organization, a company or a firm.

## Section 6 - Personal belongings

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### What you are covered for

**We** will pay:

Up to a total of £100 for personal belongings in or on **your vehicle** if they are lost or damaged because of accident, fire or theft.

### What you are not covered for

**We** will not pay for:

- Audio cassettes, digital visual discs, compact discs, money, securities jewellery, satellite navigation equipment, telephones and/or telephone accessories;
- Anything carried in or on **your vehicle** in connection with **your** work or employment;
- Anything insured under another policy,
- Any belongings if **your vehicle** is unoccupied unless all windows are closed and the doors are locked.
- Any ignition key or ignition activation device must be removed from **your vehicle** and be with **you** or **your** authorised driver.

Any claim under this section if the policy is held in the name of a corporate organization, a company or a firm.

## Section 7 - Medical expenses

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### What you are covered for

**We** will:

Refund medical expenses of up to £100 for each person, if **you** or **your** driver and/or any passenger is injured as a result of an accident involving **your vehicle**.

## Section 8 - No claim discount

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### Conditions relating to no claim discount

Discount	If <b>you</b> do not make a claim during the <b>period of insurance</b> , <b>we</b> will apply a discount to the premium <b>you</b> pay when <b>you</b> renew the policy in accordance with <b>our</b> scale applicable at the time of renewal.
Effect of making a claim	If <b>you</b> only make one claim during a <b>period of insurance</b> , <b>your</b> no claim discount will step back by two years. If <b>you</b> make two or more claims in a <b>period of insurance</b> , <b>you</b> will lose <b>your</b> entire discount.
Transferring the discount	<b>You</b> cannot transfer <b>your</b> no claim discount to anyone else. If this insurance applies to more than one vehicle, there will be a separate no-claim discount for each one.
Claims which do not affect your discount	<b>You</b> will not lose <b>your</b> entitlement to the no-claim discount if the only claim <b>you</b> make is: <ul style="list-style-type: none"><li>• Under Section 2 - Broken windows and windscreens;</li><li>• For a claim where <b>we</b> have been able to recover in full any payments made by <b>us</b>.</li></ul>

## Section 9 - Territorial limits and using your vehicle abroad

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**Territorial limits** The **cover** provided by this policy applies in full while **your vehicle** is in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands or is being transported between those places by a normal air, sea or rail route.

**European Union** The insurance **we** provide in this policy also gives **you** the minimum **cover** required by the laws of compulsory insurance for **you** to use **your vehicle** on a road in:

- Any country which is a member of the European Union;
- Any other country which has agreed to follow European Union Directives relating to compulsory motor insurance and is approved by the Commission of the European Union.

Provided **you** advise **us** and pay any additional premium before **you** travel, the minimum **cover** will be extended to that shown in the **policy schedule**. The same **cover** will extend to include the processes of loading, unloading and transporting **your vehicle** to and from the countries in which **we** have agreed to insure **you**. **Your vehicle** must be transported by a recognised air, sea or motor rail route which takes 65 hours or less under normal conditions, or by the Channel Tunnel fixed link.

**Outside the European Union** If **you** require **cover** in countries outside the European Union, **you** will need to advise **us** before **you** travel. Provided **we** agree to accept and **you** pay any additional Premium required before **you** travel **cover** will be extended to that shown in the **policy schedule** including transit risks as defined above under **European Union** above. **We** will issue an International Motor Insurance Card (Green Card) specifying the countries for which **we** have agreed to extend **cover**.

**Customs duty** **We** will pay any customs duty **you** are charged if **you** have to leave **your vehicle** in one of the countries **covered** as a result of loss or damage which is **covered** by this policy.

## **Section 9 - Territorial limits and using your vehicle abroad (continued)**

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### **Other charges**

**We** will insure **you** against General Average Contributions, Salvage Charges, and Sue and Labour charges **you** have to pay while **your vehicle** is being transported by sea, as long as the vehicle is insured for loss or damage and the contribution relates to the value of the vehicle.

**ACCIDENT ABROAD? CALL 0044 (0)1246 216288**

## General exceptions

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Unless **we** are required to do so by a relevant road traffic law, **we** will not pay for any accident, injury, loss, damage or liability:

- Airside risk** While **your vehicle** is in or on that part of an aerodrome, airport, airfield or military base provided for:
- Aircraft to take off and land or move on the surface; or
  - Aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas.
- Contractual agreement** Occurring as a result of an agreement or contract, unless **we** would have been responsible anyway if the agreement or Contract did not exist.
- Driving licence** While **your vehicle** is being driven by **you**, or some other person driving with **your** permission, unless **you** or that person holds a valid licence to drive that type of vehicle or has held and is not disqualified from holding or obtaining such a licence.
- Driving licence conditions** While **your vehicle** is being driven by **you**, or some other person driving with **your** permission, unless **you** or that person is driving in accordance with the conditions of their driving licence, or
- While **your vehicle** is being driven by any person who holds or last held a provisional driving licence unless that person is accompanied by a full licence holder aged 21 years or over and the accompanying full licence holder has held a full driving licence for at least 3 years.
- Earthquake** Caused by earthquake.
- Radioactivity** Directly or indirectly caused by, or contributed to by, or arising from:
- Ionising radiations or radioactive contamination from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

## General exceptions (continued)

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- The radioactive, toxic, explosive or other dangerous properties of any explosive nuclear assembly or nuclear component of such assembly.

**Riots** Caused by riot or civil commotion elsewhere than in Great Britain, the Isle of Man or the Channel Islands.

**Terrorism risk** Unless **we** are required to do so by a relevant road traffic law **we** will not pay for any injury, liability or any indirect losses caused by an act of terrorism as defined in the Terrorism Act 2000.

**Uninsured drivers** While **your vehicle** is being driven by someone, or is in the care of someone for the purpose of being driven, who is not included in the **certificate of motor insurance** or is being used for a purpose which is not included in the certificate. This general exception will not apply while **your vehicle** is in the care of the motor trade to be serviced or repaired.

**Vehicle load** If **your vehicle** is carrying any load in excess of the manufacturer's stated maximum carrying capacity of the vehicle.

**War risk** Caused by, or as a result of, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

**Excluded uses** While **your vehicle** is used;

- For a purpose which is not permitted or is excluded by the **certificate of motor insurance**, or
- On the Nurburgring Nordschleife or any race track, racing circuit or prepared course unless **you** have told **us** about this and **we** have agreed to provide **cover**.
- In an unsafe condition or while carrying an insecure load or while carrying a number of passengers that is likely to affect the safe driving of the vehicle,
- Outside of the **territorial limits** of this policy unless extended under the terms of Section 9 of this policy (apart from the minimum **cover** required by law).

## General conditions

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### Accidents and claims procedure

**You** must contact **us** using **our** 24 Hour Claims Helpline as soon as possible, about any accident, loss or damage regardless of **your** intention to make a claim under this insurance (this must be within 24 hours of the incident occurring). By contacting **us** within 24 hours of the incident **your excess** will be reduced by £50 in accordance with the terms of Section 1 of this policy.

**CALL THE 24 HOUR CLAIMS HELPLINE ON  
0843 178 7257**

If **you** receive notice of a claim from someone else, **you** must tell **us** immediately and send any correspondence **you** receive to **us**. **You** must send **us** every writ, summons, County Court Claim Form and letter **you** receive. **You** must also write and tell **us** immediately if **you** are about to be prosecuted or have to go to an inquest.

**You** must not admit liability for, or offer to settle, any claim without **our** permission. **We** may take over, defend or settle the claim or prosecute in **your** name for **our** own benefit. **You** must give **us** all the help and information **we** need.

### Alteration of risk

**You** must tell **us** at once if there is any change in the information **you** gave to **us** when **we** agreed to insure **you**. Some examples are any changes to **your vehicle** which improve its value, attractiveness to thieves, performance or handling, any change of vehicle, change of occupation (including part-time), change of address (including where vehicle is kept), change of drivers, if **you** or any drivers pass **your** driving test, sustain a motoring or fixed penalty endorsement or other motoring endorsement or sustain a non-motoring conviction or suffer from a medical condition or has a claim on another policy or there is a change of main driver.

Under the Consumer Insurance (Disclosure and Representations) Act 2012 **your** failure to take reasonable care to avoid misrepresentation in relation to the information provided could result in **your** policy being cancelled or **your** claim being rejected or not fully paid.

Without affecting the condition relating to cancellation **we** shall be entitled to increase or reduce the premium and/or vary the terms, conditions and exceptions of this policy in respect of the unexpired term of this insurance.

## General conditions (continued)

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### Administration charge

**We** reserve the right to apply an administration charge of up to £25 (subject to Insurance Premium Tax where applicable) for any adjustments **you** make to **your** policy.

### Cancellation by us

**We**, or **our** appointed representative acting with **our** specific authority, may cancel this policy by sending **you** seven days written notice to **your** last known address. If **you** live in Northern Ireland, **we** will also send notice to the Department of the Environment, Northern Ireland. If **we** do this **you** must send **us your certificate of motor insurance** and any windscreen disc if applicable. Failure to do so is an offence under the Road Traffic Act. **We** will return **your** premium for the rest of the **period of insurance** and this will be on a pro rata basis.

### Cancellation by you

After the Cooling-off Period, referred to in the Introduction to **your** Policy, **you** may cancel this policy and receive a return of premium provided **you** have not made a claim during the **period of insurance** for which **we** have made or will make a payment. Any claim paid under Section 2 – Broken windows and windscreens, will not affect any entitlement to a return of premium.

If **you** cancel, **you** must send **us your certificate of motor insurance** and any windscreen disc if applicable. **We** will then return the unused part of **your** premium on the following short period scale from the date **we** receive **your** certificate less an administration charge of £25 for the cost of setting up this policy.

#### Short Period Cancellation

Period of **Cover** used and Percentage of Premium Payable

Up to one month.....	20%
Up to two months.....	30%
Up to three months.....	40%

Up to four months.....	50%
Up to five months.....	60%
Up to six months.....	70%
Up to seven months.....	80%
Up to eight months.....	90%
More than eight months .....	100%

## General conditions (continued)

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Changing your vehicle	This policy applies only to the vehicle shown in the <b>policy schedule</b> . If <b>you</b> change <b>your vehicle</b> , or get an additional one, <b>you</b> must tell <b>us</b> first if <b>you</b> want <b>cover</b> .
Total loss	Should <b>your vehicle</b> become the subject of a total loss as described in Section 1 – Loss or damage to <b>your</b> vehicle – compensation, <b>we</b> will cancel this insurance by writing to <b>your</b> last known address. <b>You</b> must pay the full annual premium for this insurance and any Insurance Premium Tax (IPT). Any unpaid amount may be deducted from the settlement of the claim.
Drink and drugs	If an accident happens whilst <b>you</b> or any person entitled to drive is convicted of an offence involving drink or drugs, or was driving under the influence of drink or drugs, no <b>cover</b> under the policy will be provided and instead, <b>our</b> liability will be restricted to meeting <b>our</b> obligations as required by the Road Traffic Act. In those circumstances, <b>we</b> reserve the right to recover from <b>you</b> or the driver, all sums paid (including all legal costs), whether in settlement or under a Judgement, of any claim arising from the accident.
Fraud	If a claim made against <b>us</b> is in any way fraudulent, or its amount is deliberately inflated or exaggerated, or it is made with the use of forged or falsified documents, <b>we</b> will not pay the claim and <b>cover</b> under this insurance <b>and all other insurances currently in force with us with which you are connected</b> will cease immediately. <b>You</b> will not be entitled to any refund of premium under any policy.
Non-payment of premium	When cancellation follows <b>your</b> failure to pay the full premium, the amount of money to be returned to <b>you</b> will be calculated taking into account <b>our</b> short-period scale of charges. There will be no refund of premium allowable if there has been a loss or incident likely to give rise to a claim during

the current **period of insurance**. **We** may at **our** discretion reduce any claims payment by the amount of outstanding or overdue premiums that **you** owe **us**.

Keeping to the conditions

**We** will only provide **cover** as described in this policy if the person claiming has fulfilled all the terms and conditions, and **you** have taken all reasonable care in answering all questions in relation to this insurance honestly and to the best of **your** knowledge..

## General conditions (continued)

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Other insurance

Except for Section 5 Accidents involving **you** or **your** driver, if there is other insurance which insures the same loss, damage or liability, **we** will not pay more than **our** share of the claim. This does not alter **our** right not to pay anything under Section 3 - Liability to other people, of this policy where a person apart from **you** has their own insurance.

Our rights

If **we** have to settle a claim because of the law of any country in which this policy applies which **we** would not otherwise have paid, **we** reserve the right to recover the amount from **you** or the person who incurred the liability.

Disagreements

Where **we** agree that a claim may be made against **us**, but disagree about the amount being claimed from **us**, the dispute may be referred to an arbitrator chosen under the laws relating to arbitration. **You** must wait for the arbitrator's decision before **you** take any further action against **us**.

Legal proceedings

This insurance does not provide any **cover** for liability, costs or expenses in respect of any proceedings brought against **you** or judgement passed in any court outside of the **territorial limits**, unless the proceedings or judgement arise out of **your vehicle** being used in a foreign country which **we** have agreed to extend this insurance to **cover** and the proceedings are brought and judgement is made in such country.

Vehicle examination

**You** must allow **us** to examine **your vehicle** at any reasonable time.

Vehicle maintenance

**You** must do all that **you** can to protect **your vehicle** against loss or damage and maintain it in a roadworthy condition in

and safekeeping accordance with relevant road traffic laws.

There must be a valid Department for Transport test certificate (MOT) in force for **your vehicle** if one is needed by law. In the absence of a valid Department for Transport test certificate (MOT) when one is needed by law all **cover** under section 1 of this insurance is cancelled and of no effect.

**You** will not be **covered** if **you** have an accident while **your vehicle**, including its load, is being driven when it is not fit and safe to do so.

## Motor Legal Protection Insurance Policy

**This separate policy only applies if shown on your policy schedule.**

This is your Legal Protection Insurance Policy underwritten by Markerstudy Insurance Company Limited. It is only valid if bought in conjunction with the separate Purely Motor Commercial Vehicle insurance policy which is issued in your name. Cover under this legal expenses insurance policy will cease when the Purely Motor Commercial Vehicle insurance policy expires or is cancelled.

This Legal Protection Insurance Policy describes the contract between you and Markerstudy Insurance Company Limited, and in return for the premium, cover is provided for the period of insurance under the terms set out in your policy. This policy gives you the details of what your legal expenses insurance does and does not cover. Please read this document carefully to avoid any misunderstandings. Please pay special attention to those pages describing the Conditions and Exceptions which apply to your whole Legal Protection Insurance Policy.

Unless specifically agreed otherwise, this insurance shall be subject to English Law. The terms and conditions of this policy and all other information concerning this insurance are communicated to you in the English language and Markerstudy Insurance Company Limited undertake to communicate in this language for the duration of the policy.



Gary Humphreys

Underwriting Director

Markerstudy Insurance Company Limited

Authorised Insurers, registered in Gibraltar No 78789.

Registered Office: 846-848 Europort, Gibraltar

Markerstudy Insurance Company Limited are regulated by the Gibraltar Financial

Services Commission and subject to a limited regulation by the Financial Conduct Authority in respect of underwriting insurance business in the UK (No. 206322). This policy is covered by the UK Financial Services Compensation Scheme. If we cannot meet our obligations under the policy you may be entitled to compensation under the scheme. Further information about compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk) or telephone 0207 741 4100) Markerstudy Insurance Company Limited is a sister company of Zenith Insurance Plc and is a member of the Association of British Insurers

## Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in bold in this policy:

- Appointed Solicitor:** D B Legal Ltd, Chester House, Harlands Road, Haywards Heath, West Sussex, RH16 1LR or any other appropriately qualified lawyer, legal representative or specialist consultant appointed by the **underwriters** to act on behalf of the **insured person**.
- Claims Administrators:** Accident First Response Limited (AFR), Chester House, Harlands Road, Haywards Heath, West Sussex, RH16 1LR. AFR will assist with the progress of any claim under the policy but the claim will be handled and negotiated by the **appointed solicitor**.
- Defendant:** The person, company or partnership that the **insured person** alleges is responsible for the **insured incident**.
- Insured, You, Your:** The person to whom this insurance has been issued and who has paid or promised to pay the premium.
- Insured Incident:** Any road traffic accident (excluding claims for theft or fire) which results in damage to the **insured vehicle** or damage to any personal property owned by an **insured person** whilst in or on the insured vehicle or any injury to or death of an **insured person** whilst in on or mounting onto or dismounting from the **insured vehicle**.
- Insured Person:** The **insured**, any authorised driver included to drive under the terms and conditions of the **underlying policy of motor insurance** or a passenger carried in the **insured vehicle**.
- Insured Vehicle:** The motorcar, motorcycle or commercial vehicle specified in the **underlying policy of motor insurance** taken out by **you** and any replacement vehicle the **underwriters** arrange for **you** whilst the **insured vehicle** is being repaired after **you** have claimed under this policy. Any other vehicle which the certificate of motor insurance issued in connection with the **underlying policy of motor insurance** allows **you** to use in the United Kingdom. Any trailer owned by **you** whether attached to or detached from the **insured vehicle**.

<b>Legal Costs and Expenses:</b>	Reasonable legal fees and other expenses charged to <b>you</b> by the <b>appointed solicitor</b> (with the prior agreement of the <b>underwriters</b> ) for any <b>legal proceedings</b> . Also costs which a civil court has ordered <b>you</b> to pay or to which the <b>underwriters</b> have agreed.
<b>Legal proceedings:</b>	Civil proceedings arising out of a road traffic accident.
<b>Limit of Indemnity:</b>	The maximum sum that the <b>underwriters</b> will pay in aggregate in respect of all <b>legal costs and expenses</b> incurred by the <b>appointed solicitor</b> or the <b>defendant</b> in relation to the prosecution of a claim which is covered by this insurance. Subject always to a maximum indemnity of £50,000.
<b>Period of Insurance:</b>	The period commencing from when the <b>insured</b> pays or promises to pay the premium to the <b>policy administrators</b> , to the expiry date of the <b>underlying policy of motor insurance</b> in force in respect of the <b>insured vehicle</b> which in no circumstances will exceed 12 months.
<b>Policy administrators:</b>	Purely Motor c/o Zenith Insurance Management UK Limited, Chester House, Harlands Road, Haywards Heath, West Sussex RH16 1LR.
<b>Prospects of Success:</b>	Reasonable prospects considered as a 51% or better chance of success.
<b>Territorial Limits:</b>	The United Kingdom, the Channel Islands, the Isle of Man and provided that the <b>insured</b> has complied with the requirements for extending full policy cover abroad under the underlying policy of motor insurance, any member country of the EU, Andorra, Croatia, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland.
<b>Underlying Policy of Motor Insurance:</b>	The separate motor insurance policy in your name covering the <b>insured vehicle</b> . Cover is only effective under this legal expenses insurance policy whilst the <b>underlying policy of motor insurance</b> remains in force.
<b>Underwriters:</b>	Markerstudy Insurance Company Limited.
<b>Uninsured losses:</b>	Expenses or compensation claims (or both) which are not covered by <b>your underlying policy of motor insurance</b> but for which you have a claim at law against the responsible party.

## What is covered

In the event that **you** make a claim under **your underlying policy of motor insurance** in respect of an **insured incident** in which an **insured person** is involved, the **underwriters** will instruct the **appointed solicitor** to try to recover **your uninsured losses** (including **legal costs and expenses** to claim those losses) provided the **underwriters** and the **appointed solicitor** are of the view that the **prospects of success** are sufficiently strong to justify pursuing **your** claim for **uninsured losses** against a **defendant**.

If the **underwriters** have paid for any **legal costs and expenses** and **you** are later awarded repayment of costs in any claim, the **underwriters** will be entitled to reimbursement of those costs.

The **underwriters** will instruct the **appointed solicitor** in accordance with their standard terms of appointment to act in **your** name and for **your** benefit. The most the **underwriters** will pay for **legal costs and expenses** for all claims that arise from the same **insured incident** is the **limit of indemnity** applying to this policy.

### Cover under this insurance is subject to:

- a) **You** having paid or promised to pay the premium.
- b) The **insured incident** having taken place within the **territorial limits** and within the **period of insurance**.
- c) **You** having complied with all of the terms and conditions of this policy.
- d) The arrangement of separate After the Event (ATE) insurance cover if the **insured incident** which is the subject of a claim under this policy involves any injury to or the death of an **insured person**.

## General Conditions

### 1. Control of claims

The **underwriters** and the **appointed solicitor** will have control of any claim. **You** and/or an **insured person** must:

- a) keep the **underwriters** informed via the **claims administrators** of any developments relating to any claim as soon as possible after **you** and/or the **insured person** finds out about them, and
- b) follow the advice, given to **you** by the **underwriters** and/or the **appointed solicitor**
- c) not start, defend, stop or withdraw from **legal proceedings** without the agreement of the **underwriters** and/or the **appointed solicitor**, and
- d) give the **underwriters** and/or the **appointed solicitor** information and instructions as requested.

The **underwriters** will have direct access to the **appointed solicitor** at all times. The **underwriters** have the right to see any information, documents or evidence that is in **your** possession or is in the possession of an **insured person** or the **appointed solicitor**.

If in any **legal proceedings** the claim is not successful and **you** and/or the **insured person** want to appeal, **you** must write and tell the **underwriters** and the **appointed solicitor** no later than 14 days before the time for making an appeal ends or as soon as possible if the time period during which **you** may make an appeal is 14 days or less. The **underwriters** will cover **your** and/or the **insured person's legal costs and expenses** for the appeal if the **underwriters** and the **appointed solicitor** agree that there are reasonable **prospects of success** in pursuing the appeal. The **underwriters** can take over conduct of any claim at any time in the name of the **insured person**.

The **underwriters** can issue **legal proceedings** for the **underwriters'** benefit in the name of the **insured person** to recover any payments that have been made under this insurance.

### 2. Claims Procedures

**You** and/or the **insured person** must:

- a) report all claims to the **underwriters** as soon as is reasonably possible but at the very latest within 30 days of the happening of an **insured incident**, and
- b) take all reasonable steps to minimize the amount of any claim to be pursued against the **defendant**, and
- c) cooperate with the **underwriters** at all times, supply any information required and forward unanswerd all communications received in connection with an **insured incident**, and

- d) cooperate fully with the **underwriters** to assist in the recovery of **legal costs and expenses** that they have had to pay on **your** behalf and that have been reasonably incurred in connection with the pursuit of the claim.

Please see the contact details for reporting a claim on page 49 of this booklet.

### 3. Reasonable Prospects of Success

The **appointed solicitors** will try to recover **your** and/or the **insured person's uninsured losses** and the **underwriters** will pay **your** and/or the **insured person's legal costs and expenses** provided the **underwriters** and the **appointed solicitor** are of the view that it is more likely than not that the claim or the **legal proceedings** will mean **you** and/or the **insured person** will receive money by way of compensation.

If at any time the **underwriters** or the **appointed solicitor** think that the claim or the **legal proceedings** do not have reasonable **prospects of success** the **underwriters** will confirm this in writing to **you** and/or the **insured person**. The **underwriters** will tell **you** and/or the **insured person** that they will not take any more action or pay any more **legal expenses**, without their written agreement, from 28 days after **you** and/or the **insured person** receives the notice. In this event **you** and/or the **insured person** have a right to continue the claim or **legal proceedings** but this will be at **your** own/the **insured person's** expense.

### 4. Representation

When **you** and/or the **insured person** has told the **underwriters** about a claim they may investigate the claim and attempt to achieve a fair settlement, using the **appointed solicitor** if they think it is necessary.

Use of the **appointed solicitor** will be in accordance with the **underwriters'** standard terms and conditions. The **appointed solicitor** will act in **your** name and/or the name of the **insured person** for the benefit of **you** and/or the **insured person**.

Alternatively, **you** and/or the **insured person** may nominate a solicitor of **your** own choice. This person must be an appropriately qualified lawyer, legal representative or specialist consultant and

- he/she must submit full details of his/her experience and expertise to the **underwriters**; and
- he/she must agree to work in accordance with the **underwriters'** standard terms and conditions for solicitors before the **underwriters** can agree to his/her involvement in the claim and accept such person as the **appointed solicitor** under this policy.

In the event that the **underwriters** cannot agree such nomination the **underwriters**, **you** and/or the **insured person** will have the right to refer the matter for arbitration as set out in condition 9 of this insurance.

The **underwriters** will not be responsible for any **legal costs and expenses** if you appoint a solicitor without the **underwriters'** agreement.

## 5. Legal costs and expenses

The amount of **legal costs and expenses** the **underwriters** will pay will be assessed under the same principles as applied by the courts when assessing costs to be paid by one person to another on the standard basis. These are defined in England and Wales under Order 62 of the Rules of the Supreme Court (from time to time), under Order 38 of the County Courts Act 1984 and under the Civil Procedures Rules 1998.

The **insured person** or the **appointed solicitor** must send all accounts for **legal costs and expenses** to the **underwriters** as soon as possible after they are received. The **underwriters** may ask the **appointed solicitor** to have the **legal costs and expenses** assessed (detailed or summary), taxed or audited. The **legal costs and expenses** that the **underwriters** will pay will not be affected by any agreement, or promise made by the **insured person** to any solicitor or other person unless the **underwriters** have approved it in writing.

## 6. Settlement offers

**You** and/or the **insured person** must not accept any offer of payment or enter into settlement negotiations without the express agreement of the **underwriters**.

**You** and/or the **insured person** must tell the **underwriters** as soon as possible of any offer to settle the claim (this includes any payment into court). **You** and/or an **insured person** or **your**/his/her solicitor must not accept or make any offer to settle the claim if this would mean the **underwriters** have to pay **legal costs and expenses**, unless **you** and/or the **insured person** has the agreement of the **underwriters**. The **underwriters** will not withhold agreement unreasonably.

If either the **underwriters** or the **appointed solicitor** are of the view that any offer to settle the claim should be accepted, but **you** and/or the **insured person** do not accept such offer and the amount of the offer is equal to or greater than the total damages which **you** and/or the **insured person** is eventually awarded, the **underwriters** will not pay for any further **legal expenses** from the date of the offer.

## 7. Options to pay

The **underwriters** may decide to pay **your** and/or the **insured person's** claim for compensation instead of continuing to pursue the claim against the **defendant** or to pursue **legal proceedings**.

## 8. Conflict of interest

If at any time during the course of the claim, the **underwriters** become aware of any possible conflict of interest, the **underwriters** will tell **you** and/or the **insured person** about it in writing and give **you** and/or the **insured person** the right to choose an alternative solicitor.

## 9. Arbitration

**You** and/or an **insured person** have the right to refer any disagreement **you**, he or she has with the **underwriters** to arbitration. The **underwriters** also have the same right. The arbitrator will be a solicitor or barrister the **underwriters** and the **insured person** agree on. If the **underwriters** and the **insured person** cannot agree, the President of a suitable lawyers' organisation will be asked to choose one. Whoever loses the arbitration will pay all the costs and expenses of the arbitration. If the arbitrator decides in the **underwriters'** favour, the **insured person** cannot recover the costs of the arbitration under this section. The **underwriters** will write to the **insured person** telling him/her of this right if there is disagreement about anything. The **insured person** must write and tell the **underwriters** if he/she wants to take up this option. Using the arbitration procedure does not prevent the **insured person** from referring the matter to the Financial Ombudsman Service or the right to appeal against the arbitrator's decision in a court of law.

## 10. Cancellation

This insurance provides **you** with a 'reflection period' to enable **you** to decide whether **you** wish to continue with the full policy. The reflection period is for 14 days from the date that **you** receive **your** policy documentation. If a period of less than 14 days has elapsed since **you** received **your** policy documentation and **you** have not made a claim **you** have the right to cancel the policy and receive a full refund of premium. **You** must write to the **policy administrators** within the 14 day period before the **underwriters** can proceed with the cancellation on this basis.

**You** may cancel this **policy** at any time by writing to the **policy administrators**.

Outside of the 14 day 'reflection period' there will be no refund of premium allowable if **you** cancel **your** insurance.

The **underwriters** or the **policy administrators** may cancel this **policy** if by sending **you** a letter giving **you** 7 days' notice, to **your** last known address. The **underwriters** will then refund the appropriate proportion of the premium.

## 11. Your obligations

- a) **You** and/or all **insured persons** must adhere to the terms and conditions of this insurance at all times.
- b) If **you** and/or any **insured person** make any claim under this policy which is fraudulent or false or misleading or where there is collusion between **you** and/or the **insured person** and the **defendant** or any witnesses this policy shall be declared void.

## General Exceptions

### What is not covered

#### This insurance does not cover the following:

1. Any claim if **you** tell the **underwriters** about the **insured incident** more than 30 days after it happened.
2. Any claim if the **insured incident** happened before cover under this policy started.
3. Any **legal costs and expenses** incurred by **you** before the **underwriters** instruct an **appointed solicitor** to act for **you** and/or the **insured person**.
4. Any **legal costs and expenses** charged as a result of **your** conduct and/or that of an **insured person** which may reasonably be considered to hinder the claim.
5. Any **legal costs and expenses** if **you** and/or the **insured person** withdraw from the **legal proceedings** without the **underwriters'** agreement. In these circumstances the **underwriters** will be entitled to a refund of any money that has been paid.
6. Any expenses for an expert witness, unless the **underwriters** have given written approval.
7. Any **uninsured losses** or **legal costs and expenses** which **you** can claim under another insurance policy or which **you** could have claimed if **you** had kept to the terms of that **policy**.
8. Any claim arising from a deliberate or malicious act.
9. Any claim for any **legal costs and expenses** relating to any other person or organisation bringing a claim or counterclaim against **you**.
10. **Legal costs and expenses** **you** can recover from any other person.
11. **Legal costs and expenses** if the claim will be decided in a court outside of the **territorial limits** of this policy.
12. Any claims arising out of any deliberate criminal act or omission or fines and penalties imposed by a criminal court.
13. Any claims where the **defendant** cannot be traced or does not hold valid motor insurance.
14. Any claims made or **legal proceedings** between the **insured** and **insured persons**.
15. Any claim relating to motor prosecution defence.
16. **Legal costs and expenses** arising from disputes between **you** or the **insured person** and the **claims administrators**.

17. **Legal costs and expenses** arising from disputes between **you** or the **insured person** and the **underwriters**.
18. Any claim arising out of a contract **you** and/or the **insured person** has with another person or organisation.
19. Any VAT **you** and/or the **insured person** can recover from elsewhere.
20. Any claim where **you** do not have a valid **underlying policy of motor insurance** or where the **insured incident** is not covered by **your underlying policy of motor insurance**.
21. Any claim where the **insured vehicle** does not have a valid MOT certificate or **you** or the person driving the **insured vehicle** does not have a valid driving licence.
22. Any claims resulting from the use of the **insured vehicle** for motor racing rallies speed trials or competitions of any kind.

## Reporting a Claim

If **you** wish to make a claim, **you** should contact the **claims administrators**.. **You** can telephone them on 0844 692 9901 or send an email to [enquiries@AccidentFirstResponse.co.uk](mailto:enquiries@AccidentFirstResponse.co.uk)

## Complaints Procedure

If **you** have any complaint about **your** Motor Legal Protection policy **you** should in the first instance contact the **claims administrators**.

It is the **underwriter's** experience that most complaints can be resolved by speaking to the staff directly responsible for **your** claim, however if they are unable to assist **you** can write to the **underwriters'** dedicated complaints team at the offices of their service providers in the UK or telephone 0844 874 0633:

Markerstudy Customer Relations  
Markerstudy Limited  
PO Box 420  
Tunbridge Wells  
Kent  
TN2 9LT

**You** will be contacted within five days of receiving **your** complaint to tell **you** what action is being taken. They will try to resolve the problem and give **you** an answer within four weeks. If it will take longer than four weeks then **you** will be told when **you** can expect an answer.

If they have still not issued a final response letter after eight weeks, or **you** are still not satisfied, **you** can contact the Financial Ombudsman Service at:

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

Whilst the **underwriters** are bound by the decision of the Financial Ombudsman Service **you** are not.

Following the complaints procedure does not affect **your** right to take legal action.

Markerstudy Insurance Company Limited, 846-848 Europort, Gibraltar  
**www.markerstudy.com**

Markerstudy Insurance Company Limited is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority in respect of underwriting insurance business in the UK (No. 206322).

## Data Protection and Sharing Information with other organisations

### **IMPORTANT NOTICE - DATA PROTECTION - you should show this notice to any other party related to this insurance.**

We are governed by the Data Protection legislation applicable both in the United Kingdom and Gibraltar. Under this legislation we are required to tell you the following information. It explains how we may use your details and tells you about the systems we have in place that allow us to detect and prevent fraudulent applications and claims. The savings that we make help us to keep premiums and products competitive. For the purpose of the relevant legislation, the Data Controller in relation to any personal data you supply is Zenith Insurance Management UK Limited on behalf of Zenith Insurance Plc. We may store your information on a computer and in certain circumstances we may have to transfer your information to another country but we will not pass information to any country outside of the EEA (European Economic Area). By proceeding with your insurance application we will assume you agree to this.

### **INSURANCE ADMINISTRATION**

Information you supply may be used for the purposes of insurance administration by the insurer and its agent, by re-insurers and your intermediary. In assessing any claims made, insurers may undertake checks against publicly available information such as electoral roll, county court judgement, bankruptcy or repossessions. Information may also be shared with other insurers either directly or via those acting for the insurer such as loss adjusters or investigators.

### **INFORMATION ON PRODUCTS & SERVICES**

Zenith Insurance Plc is a member company of the Markerstudy Group. We may use your details to send you information about other products and services from companies within Markerstudy Group or to carry out research. We may contact you by letter, telephone or email. Please be reassured that we won't make your personal details available to any companies outside Markerstudy Group to use for their own marketing purposes. If you would prefer not to receive information from companies within the group or participate in research, simply write to Data Protection Officer, Zenith Insurance Management UK Limited, Chester House, Harlands Road, Haywards Heath, West Sussex, RH16 1LR

### **EXCHANGING INFORMATION WITH OTHER INSURERS**

Insurers pass information to the Claims and Underwriting Exchange register, run by Insurance Database Services Ltd (IDS Ltd). The aim is to help us to check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we may search the register. When you tell us about an incident (such as a fire, water damage or theft) which may or may not give rise to a claim, we will pass information relating to it to the register.

You can ask us for more information about this.

## **MOTOR INSURANCE DATA BASE**

Information relating to your insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including :

- I. Electronic Licensing
- II. Continuous Insurance Enforcement;
- III. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- IV. The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) 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.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com)

## **FRAUD PREVENTION, DETECTION & CLAIMS HISTORY**

In order to prevent and detect fraud we may at any time:

- Share information about you with the police, fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this. We and other organisations may also search these agencies and databases to:
  - Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
  - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
  - Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches (this may include requests for copy driving licences, utility bills and other documentation to establish the identity of any person applying for insurance).

We can supply on request further details of the databases we access or contribute to.

## **CLAIMS HISTORY**

- Under the conditions of your policy you must tell us about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database.
- We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions, or you'd like to find out more about this notice you can write to the Data Protection Officer at Zenith Insurance Management UK Limited, Chester House, Harlands Road, Haywards Heath, West Sussex, RH16 1LR

## **CREDIT SEARCHES AND ACCOUNTING**

In assessing your application/renewal, we may search files made available to us by credit reference agencies. They keep a record of that search. We may also pass to credit reference agencies information we hold about you and your payment record with us. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud. We may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by us, acceptance or rejection of your application will not depend only on the results of the credit scoring process.

## **SENSITIVE DATA**

In order to access the terms of the insurance contract or administer claims which arise, we will need to collect data which the Data Protection Act defines as sensitive such as medical history or criminal convictions. By proceeding with this contract you will signify your consent to such information being processed by the insurer or its agents.

## Complaints procedure

We aim to give you a high standard of service at all times. If a dispute regarding your policy or claim arises please contact our UK service providers, Zenith Insurance Management UK Limited, at the address below:

Zenith Customer Relations  
Zenith Insurance Management UK Limited  
PO Box 730  
Chesterfield  
S40 9LL

Tel: 0844 874 0630

Email: [complaints@zenith-insurance.co.uk](mailto:complaints@zenith-insurance.co.uk)

When contacting Zenith Insurance Management UK Limited please provide:

A policy number and/or claim number  
An outline of your complaint  
A contact telephone number.

Our service providers will make every effort to resolve your complaint immediately. If they cannot resolve your complaint by the end of the next working day they will acknowledge your complaint within 5 days of receipt and will do their best to resolve the problem within four weeks by sending you a final response letter. If they are unable to resolve your complaint in this time they will write to advise you of progress and will endeavour to resolve your complaint within the following four weeks. If you are still dissatisfied after receiving their final response letter you may refer your complaint to the Financial Ombudsman Service at the following address:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have the right of referral within six months of the date of your final response letter. Whilst we and our UK service providers are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure above does not affect your right to take legal action.

## Numbers to Call

### Had an Accident?

We're here to get you back on the road.

The procedure outlined below must be followed for all accidents, regardless of who is responsible. Even if you do not intend to make a claim for the damage to your vehicle you must still report the accident to us.

Delay in notification may invalidate your right to claim.

#### At the roadside?

**Call 0845 266 8845**

**To obtain immediate assistance at the roadside call our Roadside Priority Claims Helpline on 0845 266 8845**

Our UK based, experienced advisors will take initial claim details and discuss recovery of your vehicle.

#### Unable to call from the roadside?

**Call 0843 178 7257**

**If you are unable to call from the roadside you must call our 24 hour Claims Helpline on 0843 178 7257 as soon as it is safe to do so.**

#### Accident abroad?

**Call 0044 (0)1246 216288**

Please call within 24 hours of the accident, but ideally within 1 hour.

Calling us straightaway provides you with benefits which may include the following (dependant on the level of policy cover you have):

- A reduction in the standard excess applying to the policy
- FREE courtesy vehicle while your vehicle is being repaired (subject to availability).
- Windscreen repair/replacement.
- FREE collection and re-delivery.
- FREE vehicle cleaning service.
- Repairers' work guaranteed for three years.

#### Does the accident involve a third party?

**If you are calling from the roadside we may ask to speak to the third party, or ask you to request them to contact us on 0845 600 5438 within 1 hour.**

They may be entitled to a number of services free of charge (dependant on fault).

**All correspondence in relation to this policy should be addressed to Motor Insurance at the offices of Zenith's UK service providers:**

Purely Motor c/o Zenith Insurance Management UK Limited, Chester House, Harlands Road, Haywards Heath, West Sussex RH16 1LR.

Zenith Insurance Management UK Limited is an appointed service provider to but is not an agent of Zenith Insurance Plc.

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Cover arranged by HRH Solutions Ltd, registered in England & Wales, Company No 08186895.

HRH Solutions Ltd is an Authorised Representative of Zenith Insurance Management UK Limited which is authorised and regulated by the Financial Conduct Authority (No. 429279).

Zenith Insurance Management UK Limited is registered in England & Wales Company No 05309111.

Zenith Insurance Plc is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the

Financial Conduct Authority in respect of underwriting insurance business in the UK (No. 211787).