

### Arranged with Markerstudy Insurance Company Limited.

Some important facts about your Motor Insurance are summarised below. This summary does not contain the full terms and conditions of the contract which can be found in the Insurance Policy. It is important that you read the policy document carefully when you receive it. This summary does not form part of your contract of insurance.

The insurance policy is underwritten by Octane Underwriting Limited and has been arranged on behalf of Markerstudy Insurance Company Limited who is authorised and regulated by the Financial Services Commission of Gibraltar in accordance with European Union legislation.

The policy provides cover for you and your vehicle(s), comprising Comprehensive (**COMP**), Third Party Fire & Theft (**TPFT**) or Third Party Only cover (**TPO**), as selected by you when requesting the quote and detailed in your Schedule.

**Policy Period** All policies are for a period of 12 months unless agreed otherwise

**Applicable Law** unless we agree otherwise, this insurance will be governed by the law of England

**Liability for death or injury to others** Applies to **COMP**, **TPFT** and **TPO** Unlimited cover in respect of your legal liability to others, including passengers, for death or bodily injury.

**Liability for damage to property** Applies to **COMP**, **TPFT** and **TPO** Cover up to £2m for damage to property arising out of one accident or series of accidents arising out of one event, except for Private Cars, when an increased limit of £20m applies.

**Legal Representation** Applies to **COMP**, **TPFT** and **TPO** At our option we will pay: legal fees and costs in defending any action at law when damages are sought for death, bodily injury or property damage; solicitors fees for representation at a Coroner's inquest or fatal inquiry and legal expenses in respect of proceedings for manslaughter or reckless driving or causing death by dangerous driving.

**Towing** Applies to **COMP**, **TPFT** and **TPO** your liability to Third Parties whilst legally towing.

**Accidental damage to your vehicle** Applies to **COMP** only

**Loss or damage caused by Theft or Fire** Applies to **COMP** and **TPFT** only

Under these two headings we do not cover loss of or damage to the vehicle whilst the keys or other device which unlocks the vehicle have been left in or on the vehicle or not removed to a safe and secure place. There is no cover for loss resulting from deception, fraud or by use of counterfeit form of payment.

**Windscreen Cover** Applies to **COMP** only standard windscreen cover is for up to £250 subject to an excess of £50. We may agree a higher sum insured subject to an increased excess.

**Lock Replacement** Applies to **Private Car COMP** only up to £500 towards the cost of replacing locks, ignition and keys.

**New for Old** Applies to **Private Car COMP** only we will replace with a new car if the insured car is damaged beyond repair in an accident or by fire and the car is less than 12 months old, has covered less than 10,000 miles and the cost of repair will exceed 60% of list price.

**Personal Effects** Applies to **Private Car COMP** and **TPFT** only up to £100 for loss in an accident, fire or theft, excluding money, mobile phones and trade goods

**Personal Accident Benefits** Applies to **Private Car COMP** and **TPFT** only cover for the driver up to £5,000 for death or loss of a limb or sight, directly connected with an accident whilst travelling in the Insured vehicle.

## OCTANE UNDERWRITING MOTOR INSURANCE POLICY - SUMMARY

**Principals** cover applicable to commercial vehicles Applies to COMP, TPFT and TPO liability assumed under an agreement for the execution of works or services.

**Trailers** cover applicable to commercial vehicles covers trailers when detached from the vehicle but remaining on your premises; cover will be as per the power unit provided details of the trailer have been supplied. There is no cover if details of the trailer have not been accepted by us.

**Cancellation rights / cooling off period** If you are an individual, or a sole trader (a term which includes a partnership in England and Wales) you have the right to cancel your policy during a period of 14 days either from the day of conclusion of the contract or the day on which you receive your policy documentation, whichever is later.

If you wish to do so, and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid. Alternatively, if you wish to do so and the insurance cover has already commenced, you will be entitled to a refund of the premium less a charge of £43.80 (plus any incurred administration fees) or the pro rata charge for the period on cover provided (plus any incurred administration fees), whichever is the greater.

To exercise your right to cancel your policy, please contact your insurance broker or intermediary. You must also return the Certificate(s) of Insurance.

Apart from the above "cooling off" period, you may cancel this insurance at any time by returning your Certificate(s) of Motor Insurance. The cancellation will be effective from the date the Certificate is received. Provided no claim has been made in the current period of insurance the premium will, upon cancellation, be refunded pro rata apart from the deduction of the short period charge of one month's premium, which will be retained by Octane Underwriting. There will be no entitlement to a refund if any claim has been made. Different provisions apply in the policy wording for fleets.

We may cancel the Insurance Policy by giving seven days notice by Recorded Delivery to your last known address. Subject to the clause below you will be entitled to a return of premium upon receipt of the Certificate(s) of Motor Insurance.

Where the premium or any part of it was paid with the benefit of a finance agreement and there remains any sum outstanding to the provider of the finance at the date of cancellation of cover we may deduct from the sum otherwise payable the amount outstanding to the Finance Company which we will pay directly to them.

**Exclusions** The following is a list of the main exclusions. The figure shown in italics is the number of the policy clause where the exclusion is stated

- any excess shown on the schedule 3.3.5 (*Page 10*)
- any premises you occupy or any property or load being conveyed on your vehicle or a trailer 2.5.6 (*Page 7*)
- damage to tyres from any cause other than an accident involving your vehicle 3.3.2 (*Page 10*)
- any diminution in the value of the vehicle following repair or following theft 3.3.4 (*Page 10*)
- wear and tear, depreciation, mechanical or electrical breakages or failures 3.3.12 (*Page 11*)
- loss of or damage to electronic satellite navigation equipment (unless fitted by the manufacturer at first registration), tapes, cassettes, compact discs, MP3 players and accessories, visual and sound reproducing equipment, radar detection equipment, DVD players, telephones or other communications equipment.
  - except that we will pay up to £500 if the vehicle is a Private Car **Applies to COMP only**
  - or, we will pay up to £250 if the vehicle is a Private Car **Applies to TPFT only** 3.3.9 (*Page 10*)
- there is no cover for loss of use of the vehicle 3.3.6 (*Page 10*)
- Unauthorised taking by family 3.3.16 (*Page 11*)
- Misfuelling 3.3.17 (*Page 11*)

**Claims** Should be reported to our Claim Line, anytime day or night on **08000 327327**

**Administration Fees** The following non-refundable charges will be applied to your policy –

New Business set up fee: £35.00  
All Mid-term adjustments: £35.00

## OCTANE UNDERWRITING MOTOR INSURANCE POLICY - SUMMARY

**Complaints Process** If you feel that we have not provided a first-class service, or if you have any questions about your insurance, please write, quoting the policy number shown on your schedule, to:

The Managing Director, Octane Underwriting Limited, Alexander House, Honeywood Road, Basildon, Essex SS14 3DS.

If you remain dissatisfied, then if you are an eligible complainant you may be able to refer your complaint to the Financial Ombudsman Service. Once contacted, the FOS will liaise with us on your behalf. The Ombudsman's office will inform you directly of its decision which is binding upon us, but not upon you. Referral to the FOS will not prejudice your right to take subsequent legal proceedings. The FOS can be contacted at:

Financial Ombudsman Service, Exchange Tower, London E14 9SR, Telephone: 0800 023 4 567 (fixed landline) or 0300 123 9 123 (mobile line) E-mail: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)

**Compensation** Markerstudy is covered by the Financial Services Compensation Scheme (FSCS). Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Information can be obtained by visiting [www.fscs.org.uk](http://www.fscs.org.uk).