



Motor Insurance Policy



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Introduction

Underwritten by certain subscribing Syndicates at Lloyd's

Effected through

This is to Certify that in accordance with the authorisation granted under the Contract (the number of which is specified in the Schedule) to the undersigned by certain subscribing Syndicates at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office and in consideration of the payment of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

If the Policy Holder shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claim hereunder shall be forfeited.

In Witness whereof this Certificate has been signed at the place stated and on the date specified in the Schedule by James Shields



City Underwriting Services Limited
Coverholders for certain subscribing Syndicates at Lloyd's

Definitions

These are words or phrases in the policy that have special meanings;

Certificate of Motor Insurance	A document showing that your policy meets the legal requirements for insuring motor vehicles
Insured Vehicle	Any motor vehicle mentioned by description or registration number in the policy schedule
Proposal Form	The proposal form that you completed and signed along with any further information given to us on your behalf
Schedule	This document is issued along with your Certificate of Motor Insurance, policy booklet and it shows details of your vehicles, premium, cover, effective dates and endorsement details.
We, Us, Our	Certain subscribing Syndicates at Lloyd’s
You, the Policyholder	The person or company name shown in the Schedule as the policyholder.
Insurance, Insure	Pay for legal liability, loss or damage as described in this policy.
The Underwriter, Underwriters	Certain subscribing Syndicates at Lloyd’s
Endorsement(s)	A wording that changes the insurance in the printed document
Liability, liable	A legal responsibility to compensate others
Green Card	An international Certificate of Motor Insurance
Market Value	The cost of replacing your vehicle with one of a similar make, model and in similar condition.
Attendant	An Employee of the Policy Holder
Principal	Public or local authority or any other person or company with whom the Policyholder has an agreement for the execution of works or services.
MID	Motor Insurance Database
FOS	Financial Ombudsman Service
FSCS	Financial Services Compensation Scheme
Cover	Comprehensive, Third Party Fire & Theft, Third Party Only as described in this policy
Excess	The amount(s) as detailed in the schedule, for which you are responsible in respect of any claim under a specified section of this policy
Any Authorised Driver	Any driver that meets all criteria as described in Section 6 Parts 6(a) (i- vii) of the Policy.

Vehicle Types

This is a definition of some of the Types of Vehicles;

Private Cars	Private passenger carrying vehicles not used to carry passengers for Hire &/or Reward
Taxis	Any vehicle with a maximum of eight passenger seats used for the purpose of carrying passengers for hire and reward
Goods Carrying Vehicle	Any motor vehicles constructed and used for the carriage of goods
Special Type Vehicles	Any motor vehicle constructed to operate primarily as a tool of trade and not designed for the carriage of passengers or goods
Coaches/ Buses	Any vehicle with more than 16 passenger seats used for the purpose of carrying passengers for Hire &/or Reward
Minibuses	Any vehicle with more than eight and less than seventeen passenger seats used for the purpose of carrying passengers for Hire &/or Reward
Agricultural Vehicles	Any motor vehicle constructed to operate solely for agricultural or forestry purposes.

Policy Cover

The policy cover provided is shown in your current schedule against the vehicle type

Cover	Applicable Policy Sections
Comprehensive	All Sections Apply
Third Party Fire & Theft	Sections 1, 2 parts 1(ii) & 1(iii), 3, 4, 5 & 6
Third Party Only	Sections 1, 3, 4, 5 & 6

Important Notices

Please read this Policy, your Certificate of Motor Insurance and your Schedule carefully. You should keep all these documents in a safe place.

Changes to your insurance

If any of the information that you provided us with at the commencement or renewal date of this insurance changes you must notify your broker/advisor immediately. If you are not sure if certain facts are relevant, please ask your insurance broker/advisor or us. Failure to advise us of relevant changes could result in you not having full or adequate cover.

Here are some examples of the changes you should tell us about:

- A change or addition of vehicle(s)
- Any modifications to any insured vehicle(s)
- A change or additional drivers
- A change in use of any vehicle
- Details of motor convictions, disqualifications, fixed penalty offences, prosecutions pending in respect of any person allowed to drive or you propose to drive
- Details of any accidents or losses (whether or not you wish to make a claim) involving any of the insured drivers or vehicles.
- Change of address
- Any medical conditions which should be notified to the DVLNI

Data Protection Notice

The information that you provide City Underwriting Services Limited with will be held on a computer database, secure website and in paper files.

City Underwriting Services Limited will use this information to

- (1) Service any insurance products that you have purchased from us.
- (2) Management of Claims
- (3) Management of accounts
- (4) Statistical Analysis
- (5) Notification to outside sources were necessary.

Sharing of Information

We will not disclose personal information without the consent of the individual to which it relates except in limited circumstances as permitted or required by law. We may share personal information with agents or service providers (for example MID & CUE) in connection with providing, administering and servicing the products you have purchased from us or in the course of handling claims. Where we choose to have certain services provided by third parties, we do so in accordance with the applicable law and take reasonable precautions regarding the practices employed by the service provider to protect personal information.

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 DVLNI, 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

Access to your personal information

You have the right to request a copy of the personal information City Underwriting Services holds about you and to have any inaccuracies corrected. (We charge £10 for information requests.) Please address any requests to The Managing Director, City Underwriting Services Limited, Unit 26 Ormeau Business Park, 8 Cromac Avenue, Belfast BT7 2JA or E Mail: Info@Cityuws.com

Several Liability Notice

The subscribing Insurers' obligations under Contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers' are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

EU Disclosure Clause (UK)

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law. Any enquiry or complaint should be addressed in the first instance to your Insurance Broker. If you are not satisfied with the way a complaint has been dealt with you may ask the Complaints Advisory Department at Lloyd's to review your case without prejudice to your rights in law.

The address is:

Complaints and Advisory Dept, Lloyd's, One Lime Street, London EC3M 7HA.

Please see our full complaints handling procedure.

Complaints Procedure

NOTICE TO THE INSURED

If at any time you have any query or complaint regarding your contract of insurance you should in the first instance refer to your insurance broker/intermediary or advisor, if any, if you are not satisfied with the way a complaint has been dealt with, please write to the Operations Director at City Underwriting Services Ltd at Unit 26 Ormeau Business Park, 8 Cromac Avenue, Belfast, BT7 2JA who arranged the insurance with us. Alternatively you can make contact with City Underwriting Services Ltd by telephone on 028 90262880. We aim to give our policyholders a high level of service at all times.

If City Underwriting Services cannot resolve your concern, you should address your complaint in writing to us direct. Our complaints procedure and address are detailed as follows, please quote policy details on any

correspondence.

Please write to:-

**Complaints and Advisory Dept, Lloyd's,
One Lime Street, London EC3M 7HA.**

PROCEDURE

It may be that we can resolve your concern over the phone; however, your complaint may require further investigation. If so, we will send you a written acknowledgement within 5 working days stating:

- How we will handle it
- Who will handle it
- What you need to do, if anything.

Your complaint will be investigated by one of our trained staff.

You will be sent a detailed response within 4 weeks of receiving your complaint. If we cannot respond in this time we will write to you to explain and let you know when you should expect to receive a response.

If you have any concerns in the meantime, you can contact the person identified on the acknowledgement letter.

Our response will either:

- Accept your complaint and offer some form of redress if necessary.
- Reject the complaint giving full reasons for doing so.

Not satisfied with our response?

Lloyd's are members of the Financial Ombudsman Service (FOS) and, in limited circumstances; you may be eligible to refer your complaint to them.

Those limited circumstances are where the policy has been taken out by:

- An individual.
- A business with an annual turnover

of less than GBP1 Million.

(iii) A charity with an annual income of less than GBP1 Million.

(iv) A trustee of a trust with a net asset value of less than GBP1 Million.

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

Tel: 0845 080 1800

www.financial-ombudsman.org.uk

You should refer the matter to the Ombudsman as soon as possible after our final response, but this must be within 6 months of becoming aware of the situation.

Please note: The Ombudsman requires you to follow our internal complaints procedure before you refer your concerns to them.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

Lloyd's underwriters are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd's underwriter is unable to meet its obligations to you under this contract. If you were entitled to compensation under the Scheme the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme (7th floor, Lloyd's Chambers, Portsoken Street, London E1 8BN) and on their website (www.fscs.org.uk).

Section 1 - Legal Liability to Third Parties

WHAT IS INSURED UNDER SECTION 1

Underwriters will insure you under this section against Legal Liability

- for death or bodily injury to anyone; and
- for damage to property including animals

resulting from any accident involving your vehicle or in direct connection with loading or unloading of your vehicle that your certificate of motor insurance covers you to use or drive. This includes towing a trailer, caravan or broken-down motor car. This towing must be allowed by law and the vehicle being towed must be properly attached to your vehicle, or in direct connection with loading or unloading of your vehicle.

Underwriters will pay up to GBP 5 Million for damage to property including animals arising out of any one claim or number of claims arising out of one event. If your vehicle is shown in the schedule as a private car (**as defined above in this document under Vehicle Type**) the limit of GBP 5 million as above is increased to GBP 20 million.

Underwriters will provide insurance to the following people

- The Policyholder
- Anyone you allow to drive your vehicle if they are covered by your certificate of motor insurance.
- The legal personal representative of any person covered under this section in the event of his/her death and in respect of liability incurred by such person.

At the policyholders request

- Anyone you allow to use (but not drive) your vehicle for social domestic and pleasure purposes.
- Anyone (other than the person driving) travelling on or getting into or out of your vehicle.

Vehicles which are insured

- Your Vehicles, as described in the your current vehicle schedule

Legal Representation

For any event where Underwriters provide insurance under this section, they will pay by agreement:

- Solicitors' fees to represent anyone insured under this section at a Coroners' inquest or Fatal Accident Inquiry;
- For the defence in any court of Summary Jurisdiction;
- At your request, the cost of legal services to defend a charge of manslaughter or causing death by reckless or dangerous driving; and
- Any other costs and expenses which Underwriters agree in writing.

Emergency Treatment

Underwriters will pay for any Emergency Treatment fees required by the Road Traffic Acts.

Unauthorised Movement

Underwriters will insure you in the terms of Section 1 of this policy

- against legal liability arising as the result of any accident involving any motor vehicle which does not belong to you, and is not hired or loaned to you, which is being moved by you for the exclusive purpose of parking or to facilitate the passage of a vehicle

- insured by this policy
- for loss or damage to any vehicle which is being moved.

Trailers and Disabled Vehicles

Underwriters will Insure

(i) Specified Trailers

A trailer listed in an effective Schedule (in the terms set out in that schedule) whether it is attached to your vehicle or it is detached and not being used but remaining on or about the policyholder's premises or whilst temporarily detached during the course of a journey.

(ii) Unspecified Trailers

A trailer, not specified in an effective Schedule, as if it were part of your vehicle, but only while it is attached to your vehicle for towing or operational purposes.

(iii) Disabled Vehicles

Your legal liability under Section 1 of this policy for a disabled mechanically propelled vehicle attached to your vehicle.

(iv) Cross Liabilities

Underwriters will insure you within the terms of Section 1 of this policy, each policyholder described in the Schedule in respect of any claim made by any of them against each other, as if the other was not insured under this Policy.

(v) Contingent Liability

Underwriters will insure you in the terms of Section 1 of this policy when any motor vehicle, not your property and not provided by you, is being used in connection with your business by any person in your employ provided that there is not any existing Insurance covering the same liability.

(vi) Indemnity to Principals

In the event of any claim in which you would be entitled to receive indemnity under Section 1 being brought or made against any public or local authority or other principal we will indemnify the said public or local authority or other principal (**see definition**) against such claim and/or any costs charges and expenses in respect thereof;

Provided always that we have the sole conduct and control of all claims

The policy does not cover

- Contractual liability or liquidated damages
- Any sum exceeding the amount required to indemnify the principal
- Any person who does not comply with the terms of this policy as far as they can apply

WHAT IS NOT INSURED UNDER SECTION 1

Underwriters will not provide insurance under this section:

1. For death of or bodily injury to anyone which arises out of and is in the course of that person's employment by any person who is insured under this section except where it is necessary to meet the requirements of the Road Traffic Acts.
2. For loss of or damage to property owned by or in the care of the person claiming, or being carried in or on your vehicle.
3. For loss of or damage to your vehicle.
4. For 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 by anyone other than the driver or attendant of your vehicle.
5. For loss of or damage to any load being carried by the insured vehicle or any trailer or being loaded onto or unloaded from the insured vehicle or any trailer.
6. For death or bodily injury to any person driving or in charge for the purpose of driving the insured vehicle.
7. If the person claiming knows that the driver at the time of the accident has never held a licence to drive the vehicle, or is disqualified from having such a licence, unless a licence to drive is not required by law.
8. For damage to premises belonging to or in the occupation of the policyholder.
9. For any claim resulting directly or indirectly in misdelivery when loading or unloading the insured vehicle.
10. For any accident arising out of the operation as a tool of any trade or special type vehicle except as required the Road Traffic Acts.
11. To anyone who does not keep to the terms and conditions of this policy as far as they can apply.

Section 2 - Loss or Damage to your Vehicle(s)

WHAT IS INSURED UNDER SECTION 2:

1 Accidental Damage Fire and Theft

Underwriters will insure your vehicle against:

- loss or damage (less any excess that applies) caused by;
 - (i) Accidental or Malicious damage or Vandalism
 - (ii) Fire, lightning, self ignition and explosion but excluding damage to the part where the fire originated
 - (iii) Theft or Attempted Theft, or taking the insured vehicle(s) without your permission.

2 Claims

For a claim under this section underwriters will either:

- Pay for the damage to be repaired;
- Pay an amount of cash to replace the lost or damaged item; or
- Replace the lost or damaged item.

The most we will pay will be either:

- The market value of your vehicle immediately before the loss (including its accessories and spare parts) up to the value shown in the schedule; or
- The cost of repairing the vehicle; whichever is less.

We will not pay the cost of any repair or replacement which improves your vehicle or accessories to a better condition than they were before the loss or damage. If this happens you must make a contribution towards the cost of repair or replacement.

3 Spare Parts, accessories, audio, visual, telephone, and navigation equipment

Your vehicle's spare parts, accessories, permanently-fitted audio, visual, telephone and navigation equipment are insured against loss or damage, but we will only pay the market value of the equipment or a maximum of GBP 1000 whichever is less at the time of the loss or damage. We will only pay up to GBP 400 for items which are not the authorised dealers or manufacturer's standard fitted equipment. This cover does not include loss of or damage to cassettes, compact or minidisks, DVDs or accessories used with the audio, visual or telephone equipment.

4 Transport after an accident

If your vehicle cannot be driven after an accident, we will pay the reasonable cost (where necessary) of taking your vehicle to a repairer near to your vehicle's location, and returning it after the repair to your last known address. Do not attempt to move the vehicle yourself if this could increase the damage. If unnecessary damage is caused as a result of attempts to move your vehicle, we will not pay any extra cost arising from that damage.

5 Repairs

If your vehicle can be driven safely and is damaged in a way which is covered by this insurance, you must send us an accident report form. You must also send two estimates from different garages so that we can decide on a suitable repairer.

If your vehicle cannot be driven safely after an accident, you may arrange for repairs to be started if you first get an estimate and immediately send it to us with a full report of the incident. We may arrange for your vehicle to go to a repairer of our choice if we cannot reach an agreement with the repairer over costs.

6 Total loss (write-off)

If your vehicle is considered to be a write-off (if the cost of repairs is greater than the market value of the vehicle), we will offer you an amount as compensation. This insurance for your vehicle will end when you accept that offer. If we ask, you must return the certificate of motor insurance and the schedule before we pay the compensation. The vehicle then becomes our property. We may decide to let the insurance continue on a replacement vehicle.

7 Financial interest

If the vehicle belongs to someone else, or is part of a hire purchase or leasing agreement, we will normally pay an amount for the total loss of the vehicle to the vehicle's legal owner.

8 Windscreen damage (comprehensive cover only)

You may claim for damage to your vehicle's windscreen or windows and for any bodywork scratched by broken glass from the window or windscreen. This benefit does not apply to damaged sun roofs, roof panels, lights or reflectors whether glass or plastic.

- If the replacement is carried out by an authorised windscreen replacement company, you will have unlimited cover and you will only have to pay the first amount (as described in the Schedule) of each claim.
- If the damaged glass can be repaired (rather than replaced) by an authorised repairer, we will pay the full cost of the repair, without any deduction.
- If the repair or replacement is carried out by any other repairer, the maximum amount we will pay is £100 of each claim, and you will have to pay the first amount (as described in the

Schedule) of each claim.

****Please contact your broker for details of our authorised repairers.***

9 When your vehicle is being serviced

The cover provided under this section will still apply when your vehicle is being serviced or repaired. While the vehicle is in the hands of the motor trade for a service or repair, we ignore any restrictions on driving or use (as shown in your certificate of motor insurance).

10 Excesses

If an excess is shown in the schedule, you have agreed to pay that amount for each incident of loss or damage.

If your vehicle is damaged while a young or inexperienced person (including yourself) is driving you will have to pay the first part of the cost as shown below. This is in addition to any other excesses which you may have to pay.

Additional excesses for young or inexperienced drivers

- Under 21 years of age - GBP 300
- Aged 21 to 24 years of age - GBP 200
- 25 years of age and over but have not held the appropriate full UK driving licence for a minimum of 2 years. - GBP 200
- Persons who do not have a minimum of 2 years driving experience under a full and appropriate type of licence. - GBP 200

You will not have to pay the amount shown above if the loss or damage is caused by fire or theft.

WHAT IS NOT INSURED UNDER SECTION 2

This section of your insurance does not cover the following:

- 1 The amount of any excess shown in the schedule.
- 2 An amount as compensation for you not being able to use your vehicle (including the cost of hiring another vehicle).
- 3 Wear and tear.
- 4 Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment.
- 5 The vehicle's value reducing, including loss of value as a result of damage, whether repaired or not.
- 6 Repairs or replacements which improve the condition of the vehicle.
- 7 Damage to tyres, caused by braking, punctures, cuts or bursts unless caused by an accident to your vehicle.
- 8 Damage due to liquid freezing, unless you have taken reasonable precautions as laid down by the vehicle manufacturer's instructions.
- 9 Loss of or damage to accessories unless they are permanently attached to your vehicle.
- 10 Loss of or damage to trailers unless requested and agreed by underwriters
- 11 Any amount over the last known list price of any part or accessory, or any amount over the reasonable cost of fitting the part or accessory, if the vehicle manufacturer or its agent cannot supply it from stock held in the United Kingdom.
- 12 Loss of or damage to the vehicle by someone who obtained it by fraud or deception.
- 13 Loss resulting from repossessing the vehicle and returning it to its rightful owner.
- 14 Loss of Fuel.
- 15 Loss of or damage to your vehicle and or its contents by theft or attempted theft by an unauthorised person if;
 - (i) the insured vehicle has been left unlocked;
 - (ii) the insured vehicle has been left with the keys in it
 - (iii) the insured vehicle has been left with the windows, roof panel or the roof of a convertible vehicle open; or
 - (iv) reasonable precautions have not been taken to protect it.

It is important that you take all reasonable measures to avoid loss or damage, such as removing your keys from the ignition when the vehicle is unattended (for example do not leave the keys in the ignition when paying for petrol, or leave the vehicle unattended and the engine running at any time). Also make sure that any immobiliser or alarm system is turned on.

Section 3 - Geographical Limits and Foreign Use

We will provide insurance as set out in this Policy, the Schedule and the Certificate of Insurance in, or travelling between; Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands

European Union – Automatic Minimum Cover

The insurance provided by this policy gives you the minimum cover you need to use your vehicle in:

- Any country which is a member of the European Union, or
- Any other country which has agreed to follow European Union directives and is approved by the Commission of the European Union.

Although your Certificate of Insurance is evidence that your policy meets the minimum EU requirements, we will, if you ask us, issue an International Motor Insurance Certificate (Green Card) on 14 days notice.

Foreign Use – Extension of full policy cover

If we agree to provide cover before you travel, and you pay us an extra premium, we will extend the cover for your vehicle so the following benefits apply.

- **Insurance cover**

This insurance is extended to apply to claims occurring:

- in any country which we have agreed to provide cover for; and
- while the vehicle is being transported (including loading and unloading), between ports in countries where you have cover, as long as the vehicle is being transported by rail or by a recognised sea route of not more than 65 hours.

- **Customs duty and other charges**

We will refund any customs duty you have to pay as a direct result of your vehicle suffering any loss or damage covered by this insurance

Section 4 - Right of Recovery

The law of any country where this policy is valid may mean that we have to make payments which are not insured by this policy. You are legally liable for them as the owner, keeper user or driver of the vehicle concerned.

You must pay us back the amounts we pay in these circumstances.

Section 5 - General Exclusions

1. Underwriters will not insure you for liability you have accepted under an agreement or contract which would not have attached in the absence of such agreement or contract.

2. Underwriters will not insure you for claims while any vehicle insured by this policy is being;

- (i) used for any purpose that the Certificate of Motor Insurance does not allow;
- (ii) driven by someone not allowed to drive by the Certificate of Motor Insurance;
- (iii) used for a purpose which the vehicle is not insured for; but we will still insure you if the claim arises because the vehicle was stolen or taken without your permission.
- (iv) driven by you if you do not hold a licence to drive the vehicle or you are disqualified from having such a licence;
- (v) driven with your permission by someone who you know does not hold a licence to drive the vehicle unless that person has held a licence and is not disqualified from getting one; exclusions (iv) and (v) will not apply when a licence is not required by law.

3. Underwriters will not insure you for any liability, loss or damage that is also covered by any other insurance.

4. Underwriters will not insure you for any liability, loss or damage that occurs outside the United Kingdom (other than the minimum cover provided by Section 1) unless you have notified Underwriters to extend your cover and pay an additional premium if

required. (See Section 3 Geographical Limits and Foreign Use for more details)

The following Exclusion 5 applies to the policy except as far as is necessary to meet the requirements of the Road Traffic Acts.

5. War and Terrorism Exclusion

Notwithstanding any provision to the contrary, within this insurance or any endorsement thereto the Underwriters shall not be liable in respect of liability, loss, damage cost, or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(i) **War**

war, invasion, acts of foreign enemies hostilities or warlike operations (whether war is declared or not), civil war, riot, mutiny, civil commotion assuming the proportions or amounting to a popular rising, military rising, insurrection, rebellion, revolution, or military or usurped power (except where we need to provide cover to meet the minimum insurance required by the relevant law) martial law, confiscation or nationalisation or requisition by or under the order of any Government or public or local authority.

(ii) **Acts of terrorism**

For the purpose of this exclusion, an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or other purposes including the intention to influence any

government and/or to put the public or any section of the public in fear.

This exclusion also excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (i) or (ii) above.

If the Underwriters allege that by reason of this exclusion any liability, loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon you.

In the event any proportion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect. In the event of conflict between this clause and the war risk exclusion contained in the policy, the wording of this clause shall prevail.

6. Underwriters will not insure you for direct or indirect consequential loss, loss, destruction of or damage to or any legal liability caused by, contributed to or arising from:

- Earthquake
- Riot and Civil Commotion (except where we need to provide cover to meet the minimum insurance required by the relevant law);
- Ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel;
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of that assembly;
- The carriage of any dangerous substances or goods, explosives, inflammable liquids or gases in bulk or similar hazardous goods which you need a licence from the relevant authority for (except where we need to provide cover to meet the minimum insurance required by the relevant law);
or
- Pressure waves caused by aircraft and other flying objects or other Ariel devices travelling at sonic or supersonic speeds.

7. Underwriters will not insure you for any liability (except where we need to provide the minimum level of cover required by law) for claims for death, injury, illness, loss or damage arising directly or indirectly from pollution or contamination.

This exception:

relates to contamination or pollution caused directly or indirectly by the discharge or leaking of any substance, liquid, vapour or gas;

and

- includes contamination or pollution of any building or other structure, water, land or the air.

Underwriters will not pay for claims arising directly or indirectly from contamination or pollution where it is caused by any substance, liquid, vapour or gas being deliberately discharged or leaks caused by the failure to maintain or repair your vehicle or any part of it.

8. Underwriters will not insure you while any vehicle covered by this insurance is;

- being used in or on the restricted areas of airports or airfields.
- Underwriters will not pay for any claim concerning an aircraft within the boundary of the airport or airfield.

9. Underwriters will not insure you while any vehicle covered by this insurance is;

- (i) knowingly being used to carry a load more than the insured vehicle is constructed to carry
- (ii) knowingly being used to carry more passengers than the vehicle is constructed to carry
- (iii) being used for racing, pace making, reliability trial(s), speed testing and or rallying

10. Underwriters will not insure you for death, bodily injury or damage arising out of;

discharge, spillage, leakage or seepage from any vehicle covered by this insurance unless such discharge, spillage, leakage or seepage is the direct result of a sudden, identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the period of insurance.

11. Underwriters will not insure you for fines, penalties and punitive or exemplary damages.

Section 6 - Policy Conditions

1. General

(a) Underwriters will only provide the cover described in this insurance if: anyone claiming protection has met all the conditions in this document; and the information you gave on your proposal form, declaration or statement of insurance is, as far as you know, correct and complete.

(b) Your premium is based on the information you supplied at the start of the insurance and when it is renewed. If you have failed to provide us with complete and accurate information, this could lead to your claim being denied or the insurance not being valid.

(c) This Policy will be void and of no effect if:

- (i) The proposal or declaration is untrue in any material aspect,
- (ii) The circumstances in which You, the Policyholder entered into the insurance are altered without the Underwriters consent.

(d) If a claim is made which you or anyone acting on your behalf knows is false, fraudulent or exaggerated, and/or has not met all the terms and conditions under this policy, Underwriters in addition to all other rights and remedies which they may have under this policy or otherwise;

- May not pay a claim
- May not pay any other claim which has been or will be made under the policy
- May declare the policy void
- May seek recovery from you the amount of any claim already paid under the policy
- May not make any return of premium
- May inform the appropriate law enforcement authority of the circumstances.

2. Claims

(a) After any loss, damage or accident you must give us full details of the incident in writing as soon as possible.

You must send every communication about a claim, (including any writ or summons) to us without delay and unanswered.

You must also tell us if you know about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this insurance.

You must not admit to, negotiate on or refuse any claim unless you have permission from us.

(b) If, under the law of any country which this insurance covers you in, we must settle a claim which we would not otherwise have paid, we may recover this amount from you or from the person who made the claim.

We can:

- take over, conduct, defend or settle any claim;
and
- take proceedings, at our own expense and for our own benefit, to recover any payment we have made under this insurance.

We will take this action in your name or in the name of anyone else covered by this insurance. You, or the person whose name we use, must co-operate with us on any matter which affects this insurance.

3. Arbitration

If we accept your claim, but disagree with the amount due to you, the matter will be passed to an arbitrator who we both agree to. When this happens, the arbitrator must make a decision before you can start proceedings against us. This does not affect your right to refer also to the Financial Ombudsman's Service (FOS)

4. Court of Jurisdiction

The Underwriters shall be liable only to pay for damages and claimants' costs and expenses in respect of judgements delivered by or obtained through a Court of competent jurisdiction.

For the avoidance of doubt a judgement or order by a Court of jurisdiction recognising or enforcing the order of a foreign court is not treated as a judgement of a Court of competent jurisdiction.

5. Condition of Vehicle

All reasonable steps must be taken to safeguard your vehicle or trailer from loss or damage and to maintain it in an efficient and roadworthy condition. When required by law the insured vehicle(s) or trailer(s) must be covered by a valid Ministry of Transport Test Certificate.

We must be allowed to examine your vehicle and/or trailer at any reasonable time.

6. Drivers

(a) The insurance provided by this policy will only apply if the insured vehicle is being driven by or is in the charge of for the purpose of driving by a person who;

- (i) has a licence to drive the vehicle concerned
- (ii) is not disqualified by any court from driving
- (iii) is acting with the permission of the policyholder
- (iv) has attained his/her 25th birthday
- (v) has not exceeded 65 years old
- (vi) has a full United Kingdom driving licence for the type of vehicle to be driven for a minimum of two years
- (vii) has a minimum of two years driving experience under a full and appropriate licence of the type of vehicle to be driven.

- (b) The policyholder must;
 - (i) check the driving licence, driving record and driving experience of all persons before allowing them to drive any vehicle insured under this policy.
 - (ii) carry out regular inspections of drivers' licences
 - (iii) take reasonable care in the selection and employment of drivers

7. Limit of Indemnity

If there are a number of claims for property damage arising out of any one cause, we may, at any time, pay you up to the maximum amount payable under section 1. (We will deduct from this amount any sums already paid as compensation.) On paying this amount, we will withdraw from any further action connected with the settlement of these claims.

We will pay any legal costs and expenses incurred with our consent, up to the time we withdraw from dealing with the claims.

8. Cancellation

(Your Right to Cancel during the policy year)

You have the right to cancel your policy at anytime during its term by telling us in writing and sending back your certificate of motor insurance and the schedule to **City Underwriting Services Limited, Unit 26, Ormeau Business Park, 8, Cromac Ave, Belfast BT7 2JA**. If a claim has not been made in the current period of insurance, we will work out the charge for the time you have been covered by your insurance (**using our short-period rates shown below**) to the date we receive your certificate. We will then refund any amount we owe you to your insurance advisor. If a claim has been made, we will not give you a refund. Cancellation will only be operative from the date of receipt of the certificate.

Short Period Rates Table

Period you have had cover for	up to 1 week	up to 1 month	up to 2 months	up to 3 months	up to 4 months	up to 6 months	up to 8 months	Over 8 months
Percentage of annual premium covering that period	15%	25%	30%	50%	60%	75%	90%	Full Premium
Percentage of refund	85%	75%	70%	50%	40%	25%	10%	Nil

Cancellation

(Underwriters Right to Cancel during the Policy Year)

Underwriters or your Insurance advisor may cancel this insurance by sending seven days' notice, by 'Recorded Delivery' post to your last known address (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland). We will refund the part of your premium which applies to the remaining period of the insurance, upon receipt of the Certificate(s) of Insurance. We will send this refund to your insurance advisor.



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City Underwriting Services is authorised and regulated by the Financial Services Authority