



Motor Insurance Policy



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Introduction

This Insurance is by QIC Europe Limited.

“This **Certificate of Motor Insurance** is issued by City Underwriting Services Limited in accordance with the authorisation granted to them under the Binding Authority Agreement with the Unique Market Reference stated within the **Schedule**.”

“Signed by” 

City Underwriting Services Limited, Unit 26 Ormeau Business Park, 8, Cromac Avenue, Belfast, BT7 2JA

Coverholders for QIC Europe Limited

QIC Europe Limited which is authorised and regulated by the Malta Financial Services Authority and in the UK by the Financial Conduct Authority.

The firm reference numbers and other details can be found on the Financial Services Register at www.fca.org.uk

Definitions

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

Any Authorised Driver	Any driver that meets all criteria as described in Section 6 Parts 6(a) (i-vii) of the Policy.
Attendant	An Employee of the Policyholder .
Certificate of Motor Insurance	A document showing that your policy meets the legal requirements for insuring motor vehicles.
Cover	Comprehensive, Third Party Fire & Theft, Third Party Only as described in this policy.
CUE	Claim & Underwriting Exchange.
Endorsement(s)	A wording that changes the insurance in the printed document.
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.
FOS	Financial Ombudsman Service.
FSCS	Financial Services Compensation Scheme.
Green Card	An international Certificate of Motor Insurance .
Insured Vehicle	Any motor vehicle mentioned by description or registration number in the policy Schedule .
Liability, liable	A legal responsibility to compensate others.
Market Value	The cost of replacing your vehicle with one of a similar make, model and in similar condition.
MID	Motor Insurance Database.
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.
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, Underwriter(s)	QIC Europe Limited
Your, You, the Policyholder	The person or company name shown in the Schedule as the Policyholder .

Vehicle Types

This is a definition of some of the Types of Vehicles which may be insured under this policy;

Motor Cars	Private passenger carrying vehicles not used to carry passengers for hire and/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 and/or reward.
Minibuses	Any vehicle with more than eight and less than seventeen passenger seats used for the purpose of carrying passengers for hire and/or reward.
Agricultural Vehicles	Any motor vehicle constructed to operate solely for agricultural or forestry purposes.

Policy Cover Guide

The policy **cover** provided is shown in **your Schedule** and the limitations of use and driving limitations in force are on the Certificate of Motor Insurance together with any endorsements applicable.

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 **insured vehicle(s)**
- Any modifications to any **insured vehicle(s)**
- A change to the named drivers or additional drivers
- A change in use of any **insured 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 **insured vehicles**
- Change of address
- Any medical conditions which should be notified to the DVLNI

Data Protection Notice

The **Insurer** and other group companies will use any information given together with other information for the administration of this **Policy**, the handling of claims and the provision of customer services.

The information may also be disclosed to the **Insurer's** service providers and agents for these purposes. It may also be disclosed to the **Insured's** Insurance Adviser.

The **Insured** has a right to request a copy of the information, to correct any inaccuracies and of erasure in certain circumstances.

If further information is required as to how data is processed by the **Insurer**, or as to the exercise of any rights under any data privacy laws, the **Insured** should read the Data Protection Policy on the **Insurer's** website at: <http://www.qiceuropeltd.com/privacy-notice-bcr/>

or contact:

**The Data Protection Officer
City Underwriting Services Ltd,
Unit 26, Ormeau Business Park,
8, Cromac Ave, Belfast BT7 2JA
Tel No: 028 90 262880 and
website: www.cityuws.com**

or

**The Data Protection Officer
QIC Europe Limited,
The Hedge Business Centre,
Triq ir Rampa ta' San Giljan,
Balluta Bay, St. Julians STJ 1062,
Malta**

Our handling of data is consistent with the core necessary personal data uses and disclosures set out in the London Insurance Market Core Uses Information Notice which **you** should review.

City Underwriting Services Limited will use this information:

- (1) to effect and service any insurance products that **you** have purchased from **us**.
- (2) for management of claims
- (3) for management of accounts
- (4) for statistical analysis
- (5) for notification to outside sources where necessary.

Sharing of Information

We will not disclose personal information without the consent of the individual to which it relates, as permitted or required by law. **We** may share personal information with insurers, 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 DVLANI, 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 their 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 details of the information held by City Underwriting Services that relates to **You**. **You** can do this by emailing our Data Protection Officer at City Underwriting Services Limited.

If at any time, **You** are unhappy with how we process or have processed your data or **You** wish to make alterations to any data which **You** believe is incorrect or irrelevant or if **You** wish to make an erasure request, **You** can raise the issue with **Our** appointed Data Protection Officer at [Info @Cityuws.com](mailto:Info@Cityuws.com). **We** will respond to any requests within the timescales defined in the regulations.

If **You** feel **Your** request was not handled or dealt with correctly by **Us**, **You** may raise the issue with the Information Commissioners Office, **You** can contact them on 0303 123 1113

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 per Appendix F of the MBAA not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Choice of Law and Jurisdiction Clause

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be governed by the laws of Northern Ireland and subject to the exclusive jurisdiction of the courts of Northern Ireland.

Complaints Procedure

At City Underwriting Services Limited we are committed to giving you a first class service at all times and will make every effort to meet the high standards we have set. If you feel we have not attained the standard of service you would expect or you are dissatisfied in any other way, then this is the procedure that you should follow:

Stage One - Initiating Your Complaint

You should first contact us at
**City Underwriting Services Limited,
Unit 26, Ormeau Business Park,
8 Cromac Ave, Belfast BT7 2JA,
or by email at Info@Cityuws.com
or call us on Tel No. 02890 262880.**

Our contact details are also on **Your** policy documents. We will confirm receipt of your complaint within five working days. We will do our best to resolve your complaint and issue you with a Final Response Letter as soon as possible and no later than two months from the date of receipt of your complaint. If we are unable to deal with your complaint within this period we will inform you of the anticipated timeframe within which we hope to resolve your complaint.

We expect that the majority of complaints will be quickly and satisfactorily resolved at this stage; however, if you are not satisfied with our final response you have the option to take the matter further in accordance with the process set out below.

Stage Two - Financial Ombudsman Service (FOS)

If the differences between us remain unresolved, you may refer the matter to the Financial Ombudsman Service (FOS). You can ask the Financial Ombudsman Service to review your complaint if for any reason you are still dissatisfied with the final response, or if a final response has not been issued within eight weeks from your first complaint.

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR

Tel: 0800 023 4567 (from a landline) or
0300 123 9123 (from a mobile)

Email: [complaint.info@
financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk)

Website: www.financial-ombudsman.org.uk

Please note that you have six months from the date of our final response to refer your complaint to the Financial Ombudsman Service (FOS). The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products.

The Financial Ombudsman Service will only consider complaints after issuance of a final response letter. Following this procedure will not affect your legal rights.

Please quote your policy number in any communication.

Financial Ombudsman Service UK - Eligible Complainant

You can use the FOS as a recourse in the event of dissatisfaction if you are:

- a private individual acting outside your trade, business or profession
- “micro-enterprises”, i.e. smaller business that have a turnover or annual balance sheet of not more than EUR 2m and fewer than 10 people employed
- a charity with less than GBP 1m annual income
- a trustee of a trust with net asset value of less than GBP 1m.
- an SME, defined as an enterprise which:
 - a) is not a micro-enterprise
 - b) has an annual turnover of less than £6.5 million (or its equivalent in any other currency); and
 - i. employs fewer than 50 persons; or
 - ii. has a balance sheet total of less than £5million (or its equivalent in any other currency)

Financial Services Compensation Scheme (FSCS)

QIC Europe Limited are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if QIC Europe Limited are 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
10th Floor, Beaufort House,
15 St Botolph Street,
London EX3A 7QU

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 in connection with the **Insured Vehicle** or in direct connection with loading or unloading of **your** vehicle that **your Certificate of Motor Insurance** covers **you** to drive. This includes the towing of a trailer, caravan or broken down vehicle. This towing must be allowed by law and the vehicle being towed must be properly attached to **your** vehicle.

Underwriters will pay up to GBP 5 Million or or equivalent in Euros (including costs) 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 or equivalent in Euros.

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 Insured Vehicle(s)**, as described in **your** current vehicle **Schedule**

Legal Representation

For any event that **we** provide insurance under this section, **we** will pay:

- 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 that **we** agree in writing

The above legal representation costs and expenses are included within and not additional to the total cost of any one claim or number of claims arising out of any one event up to the limit of GBP 5 Million or increased to GBP 20 Million or equivalent in Euros if your vehicle is shown in the **Schedule** as a private car (as defined in this document under vehicle type).

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 the **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 the **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

We will insure in 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 as long as the Liability, loss or damage is not covered by any other policy of insurance.

(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 as long as the **Liability**, loss or damage is not covered by any other insurance.

(vi) Indemnity to Principals

In the event of any claim in which **you** would be entitled to receive cover under section 1 of this policy being brought or made against any public or local authority or other **Principal** we will insure the said public or local authority or other **Principal** 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

This policy does not cover

- Contractual **Liability** or liquidated damages
- Any sum exceeding the amount required to cover 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 thorough fare 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 the taking of 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 as soon as possible 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 **we** decide to settle a claim for loss of or damage to **your** vehicle by an amount of compensation **we** will pay it to the legal owner of the vehicle.

8. Windscreen damage (comprehensive cover only)

You may claim for accidental 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 **Excess** (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 **Excess** (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
This age group is only covered if agreed by **us**
- Aged 21 to 24 years of age – GBP 200
This age group is only covered if agreed by **us**
- 25 years of age and over but have not held the appropriate full UK driving license for a minimum of 2 years – GBP 200
Only covered if agreed by **us**
- Persons who do not have a minimum of 2 years driving experience under a full and appropriate type of licence – GBP 200
Only covered if agreed by **us**

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 Motor 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.

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 will be 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 sixty five (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 paid 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 **insured vehicle** by this **Certificate of Motor Insurance** 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 someone who does not hold a licence to drive the vehicle or if they are disqualified from holding such a licence;
- (v) driven with **your** permission by someone who does not hold a licence to drive the vehicle. 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 Great Britain, Northern Ireland, Republic of Ireland, Isle of Man and the Channel Islands (other than the minimum cover provided by Section 1) unless **you** have notified **Underwriters** to extend **your** cover and paid 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 similar 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 of or damage to, cost or expense of whatsoever nature caused by, contributed to by, arising, associated, in connection with or resulting from 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, this clause shall prevail.

6. Underwriters will not insure **you** for any loss, destruction or damage or any legal **Liability** caused by, contributed to by, arising from or associated with:

- 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 for which **you** need a licence from the relevant authority (except where **we** need to provide cover to meet the minimum

insurance required by the relevant law);

- 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 legal **Liability** in respect of claims for death, bodily injury, illness, loss or damage in any way caused by, contributed to by, arising or associated with pollution or contamination unless the pollution or contamination is directly caused by a sudden individual, unintentional and unexpected incident which entirely takes place at a specific time and location during the period of insurance.

This exclusion:

- Relates to pollution or contamination in any way caused by, contributed to by, arising or associated with the discharge or leaking of any substance, liquid, vapour or gas; and
- Relates to pollution or contamination of any building or other structure, water, land or the air.

Underwriters will not pay for claims in any way caused by, contributed to by, arising from or associated with pollution or contamination where it is caused by any substance, liquid, vapour or gas being deliberately discharged or leaks caused by the failure to maintain or repair the **Insured Vehicle**, or any part of it.

This exclusion shall not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation in force within the territorial limits of this policy.

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, re liability 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 Road Traffic Accident (and not deliberate or caused by lack of maintenance) is sudden, identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the period of insurance.

Section 6 - Policy Conditions

1. Information You have given Us

We have relied on the information that **you** have given **us** in deciding to accept this insurance and in setting terms and premium. **You** must take reasonable care when answering any questions **we** ask by ensuring that all the information provided is accurate and complete.

If **we** establish that you have deliberately withheld or recklessly provided us with false or misleading information **we** will treat this insurance as though it never existed and decline all claims.

If **we** establish that **you** were careless in providing **us** with information **we** have relied upon in accepting this insurance and setting its terms and premium **we** may:

- Treat this insurance as if it has never existed and refuse to pay all claims and return the premium paid.
- **We** will only do this if **we** provided **you** with insurance cover which **we** would otherwise not have offered;
- Amend the terms of **your** insurance. **we** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness
- Charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion of the premium **you** have paid bears to the premium **we** would have charged **you**; or
- Cancel **your** insurance as per Section 6, sub section 8 Cancellation (**Underwriters** right to cancel during the policy year)

We or **your** broker will write to **you** if **we**:

- intend to treat this insurance as if it never existed; or
- Need to amend the terms of **your** insurance; or
- Require **you** to pay more for **your** insurance.

2.Claims

- (a) After any loss, damage or accident **You** must notify **Us** immediately and provide full details of the incident in writing to **Us** as soon as possible.
- (b) **You** must send every communication about a claim, (including any writ or summons) to **us** without delay and unanswered.
- (c) **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.
- (d) **You** must not admit to, negotiate on or refuse any claim unless **you** have permission from **us**.

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.

Insurance Act 2015 - Fraudulent claims clause

- 1) If the Insured makes a fraudulent claim under this insurance contract, the Insurer:
 - a) Is not liable to pay the claim; and
 - b) May recover from the Insured any sums paid by the Insurer to the Insured in respect of the claim; and
 - c) May by notice to the Insured treat the

contract as having been terminated with effect from the time of the fraudulent act.

- 2) If the Insurer exercises its right under clause (1)(c) above:
 - a) The Insurer shall not be liable to the Insured in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Insurer's liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
 - b) The Insurer need not return any of the premiums paid.

3.Fraudulent claims – group insurance

If this insurance contract provides cover for any person who is not a party to the contract ("a covered person"), and a fraudulent claim is made under the contract by or on behalf of a covered person, the Insurer may exercise the rights set out in clause (1) above as if there were an individual insurance contract between the Insurer and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

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 twenty-fifth (25th) birthday, **unless agreed and endorsed by us**
- (v) has not exceeded seventy (70) years old, **unless agreed and endorsed by us**
- (vi) has a full United Kingdom driving licence for the type of vehicle to be driven for a minimum of two years **unless agreed and endorsed by us.**
- (vii) has a minimum of two years driving experience under a full and appropriate licence of the type of vehicle to be driven, **unless agreed and endorsed by us.**

(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 (all parts)

(iii) take reasonable care in the selection and employment of driver

(iv) check if any person has motoring convictions before allowing them to drive the insured vehicle(s).

All motoring convictions (other than maximum three penalty points) must be referred and agreed by underwriters before allowing authorised person(s) to drive the insured vehicle(s)

7. 14 Day Cooling off Period

You have the right to cancel this insurance within fourteen (14) days from the date on which cover is inception. To exercise this right **you** must send written notice and return **your Certificate of Motor Insurance** to us at

City Underwriting Services Ltd
Unit 26 Ormeau Business Park,
8, Cromac Ave
Belfast
BT7 2JA.

We will apply a £40 plus Insurance Premium Tax (IPT) administration fee to cover operational costs.

However, if a claim is made by **You** or against **You** on **Your** policy, there will be no entitlement to a refund of premium.

8. (a) Cancellation by You

You have the right to cancel this insurance after fourteen (14) days but within the policy year. To exercise this right **you** must send written notice and return **your Certificate(s) of Motor Insurance** to us at

City Underwriting Services Ltd
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 2 weeks	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	0	25%	30%	50%	60%	75%	90%	Full Premium
Percentage of refund	100%	75%	70%	50%	40%	25%	10%	Nil

refund **you** for the period of cover left unused, providing no claims have been made. If a claim has been made or there has been an incident which may lead to a claim, no refund of premium will be given and all premiums would be due.

- If **we** cancel **your** policy on the grounds of fraud and/or illegal activity cancellation will be immediate and **we** may keep any premium **you** have paid. **We** may also inform the Police Service of Northern Ireland (PSNI) of the circumstances.

8(b) Cancellation by Us

(Underwriters right to cancel during the Policy Year)

We can cancel this insurance by giving **you** seven (7) days' notice in writing. **We** will only do this for a valid reason some examples are:

- Non-payment of premium;
- A change in risk which means **we** can no longer provide **you** with insurance cover;
- Non-cooperation or failure to supply any information or documentation **we** request;
- Threatening or abusive behaviour or the use of abusive language
- **We** will write to **you** at **your** last known address. **We** will also notify the Northern Ireland Driver and Vehicle Testing Agency Enforcement Unit. **We** will charge **you** for the time **you** are on cover on a daily pro rata basis and



Unit 26 Ormeau Business Park 8 Cromac Ave Belfast BT7 2JA
T: 028 90 262880 F: 028 90 323293 E: info@cityuws.com
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