

Your policy  
document



# Short Period Cover Insurance



To make a claim call 0344 873 8183

[www.markerstudy.com](http://www.markerstudy.com)

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To make a claim call our 24 hour Claims Helpline:  
**0344 873 8183**

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# Important customer information

**You** should keep a complete record of all information (including copies of correspondence) supplied to **us** in taking out this insurance.

So that **you** understand what **you** are covered for, please read this policy booklet, the **policy schedule** and the **certificate of motor insurance** very carefully. **You** should also pay special attention to the general exceptions and general conditions of this policy.

If any covered driver is a provisional licence holder then that driver must be accompanied at all times by a full licence holder who is aged between 25 and 72 years of age and has held a valid Full UK driving licence for a minimum of 3 years.

## Notification of changes which may affect your insurance

To keep **your** insurance up to date please tell **us** straight away via **your insurance intermediary** about changes which may affect **your** cover.

Some examples are:

- **You** pass **your** driving test.
- **You** get a conviction or caution in respect of any offence involving dishonesty, fraud, robbery or arson.
- **You** suffer from a medical condition that is notifiable to the DVLA and **your** licence has been revoked or suspended.
- The **insured vehicle** is changed or modified from the manufacturer's standard specification or you intend to change or modify it (including the addition of optional fit accessories such as spoilers, skirts, alloy wheels etc).

- The **insured vehicle** is involved in an accident no matter how trivial.
- **You** change **your** occupation or become unemployed.
- **You** change **your** address or the address where the **insured vehicle** is normally kept.
- **You** plan to use the **insured vehicle**:
  - for any purpose other than that shown on **your certificate of motor insurance**;
  - to carry any hazardous goods or scrap waste;
  - for courier work, parcel or fast food delivery.

This is not a full list and if **you** are in any doubt **you** should make contact via **your insurance intermediary** for **your** own protection. If **you** do not tell **us** about changes, **your** insurance may not cover **you** fully or at all.

# If you have an accident

Regardless of blame it is important that **you** take the following action:

## Stop

Stop as soon as possible, in a safe place (if **you** have a warning triangle, place it well before the obstruction). If anybody has been injured, call the police and ambulance service.

## Sketch

Make a quick sketch of the direction and final position of each vehicle (it is worth keeping a pen and paper in the car).

## Note down

**You** will need to make a note of:

- The vehicle registration number, name, address and telephone number of any other drivers involved in the accident.
- The number of passengers in each vehicle.
- The name and address of anyone who is injured (or suggesting they have been injured).
- The name, address and telephone number of any witnesses to the accident.
- The name, telephone number and constabulary of any police officer who attends the accident.

## Take a photo

Try to take photographs to support the positions of the vehicles and the extent of damage.

## Provide

**You** must give **your** own details to anyone who has reasonable grounds for requesting them.

## Do not:

Do not admit responsibility, either verbally or in writing. Instead, ask any other person involved in the accident to contact **us** on the 24 hour claims helpline number below.

By getting the other person(s) involved in the accident to ring the 24 hour helpline **you** will give him/her the opportunity of obtaining assistance in progressing repairs and assisting with the provision of a courtesy vehicle if the circumstances of the accident warrant this.

If for any reason **you** have not been able to exchange details with other drivers or owners of property or **you** were in collision with an animal, **you** must report the accident to the police as soon as possible and certainly within 24 hours of the accident.

## Call the 24 hour Claims Helpline on – 0344 873 8183

**You** must call the 24 hour Claims Helpline as quickly as possible following an incident involving the **insured vehicle (this must be within 24 hours of the incident but ideally within 1 hour)**. This is regardless of whether **you** wish to make a claim under the policy or not. **Delay in notification of an incident to us may invalidate your right to claim.**

Please quote **your** policy number (this can be found on **your policy schedule**) and give all relevant information about the incident. If **your** claim is due to theft, attempted theft or vandalism **you** must also inform the Police and obtain a crime reference number.

## If you have an accident (continued)

If the **insured vehicle** is repaired by one of **our approved repairers** the benefits **you** receive will include:

- FREE collection and re-delivery of the **insured vehicle**.
- FREE car cleaning service.
- Repairers' work guaranteed for three years.

**Your** claim and claims made against **you** will be dealt with as quickly and fairly as possible. Please read the General Conditions in this policy document.

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

# Introduction to your policy

Thank **you** for choosing to purchase an insurance policy administered by Markerstudy Insurance Services Limited.

This policy has been designed exclusively for drivers who require to insure a car on a temporary basis. Whether you are a full licence holder or the holder of a provisional licence this policy has you covered.

If **you** are a provisional licence holder **you** need to be aware that **once you pass your practical driving test all cover under this policy will cease**, other than for a period of three hours to allow **you** to return home and make alternative arrangements to insure the vehicle, during this period **you** must be accompanied as if **you** still held **your** provisional driving licence. **We** ask that **you** contact **your insurance intermediary** during this three hour period to notify them of **you** passing **your** practical driving test so that they can cancel this policy.

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

**You** must read this policy, the schedule and the **certificate of motor insurance** together. The schedule tells **you** which sections of the

policy apply. Please check all three documents carefully to make certain they give **you** the cover **you** want.

**We** have agreed to insure **you** under the terms, conditions and exceptions contained in this policy document or in any endorsement applying to this policy document. The insurance provided by the policy document covers any liability, loss or damage that may occur within the **geographical limits** of the policy during any **period of insurance** for which **you** have paid, or agreed to pay the premium.

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

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

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



Gary Humphreys  
Group Chief Underwriting Officer  
Markerstudy Insurance Services Limited  
For and on behalf of the authorised insurer.

Markerstudy Insurance Services Limited is registered in England and Wales (No. 2135730) and authorised and regulated by the Financial Conduct Authority (No. 475572). Registered office at 45 Westrrham Road, Bessels Green, Sevenoaks, Kent TN13 2QB.



# Definitions

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

## Advanced Driver Assistance Systems (ADAS)

Electronic systems fitted to the **insured vehicle** that will assist with its control.

## Approved repairer

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

## Certificate of motor insurance

A document, which is legal evidence of **your** insurance and is required by law and forms part of this contract of insurance. It shows details of the authorised insurer, the **insured vehicle's** registration number, who may drive it and what it may be used for. The **certificate of motor insurance** must be read in conjunction with this policy document.

## Excess

An amount **you** have to pay towards the cost of a claim under this insurance. **You** have to pay this amount regardless of the circumstances leading to the claim.

## Geographical limits

England, Scotland, Wales and Northern Ireland.

## In-car entertainment, communication and navigation equipment

Permanently fitted radios, cassette, compact disc or DVD players, telephones, CB radios and visual navigation equipment.

*Portable items (such as radar detection equipment, personal digital assistants or portable GPS navigators), cassette tapes, memory cards, compact discs or DVDs are not included within this definition.*

## Insurance intermediary

The intermediary who has placed this insurance with **us**, acting on **your** behalf as **your** agent and through whom all matters concerning this insurance are handled.

## Insured vehicle

The motor vehicle, the details and registration number of which are shown in the **policy schedule**. Permanently fitted accessories, and manufacturer approved charging cables for electric vehicles, (other than in-car entertainment, communication and navigation equipment) are included within this definition.

This definition does not include any vehicle that is owned by, operated by, supplied by, hired or rented from any Claims Hire, Credit Hire or Accident Management company.

## Market value

The value of the **insured vehicle** at the time of loss or damage compared with one of the same make, model and condition. If the

## Definitions (continued)

**insured vehicle** was first registered as new in a country other than the United Kingdom any assessment of **market value** will take into account that the car has been individually imported into the United Kingdom but will not include any delivery costs incurred at the time of importation. The **market value** will be assessed by an automotive engineer in conjunction with the published trade guides at the time of loss.

### Over the air (OTA) updates

Software updates to the **insured vehicle** installed wirelessly.

### Period of insurance

The period between the start date and end date shown on the **policy schedule** and **certificate of motor insurance** or, if **you** are a provisional licence holder, the date **you** pass **your** practical driving test whichever occurs soonest.

### Policy schedule

The document which shows details of the insured policyholder and insurance protection provided and forms part of this contract of insurance.

### Statement of Fact

The form that shows the information that **you** gave **us** or that was given on **your** behalf at the time **you** applied for insurance. **We** have relied on the information provided on this form in entering into this contract of insurance.

### Terrorism

**Terrorism** as defined in the **Terrorism Act 2000** or any subsequent amendment or replacement.

### Vehicle owner

The legal owner of the **insured vehicle**.

### We/Us/Our

Markerstudy Insurance Services Limited for and on behalf of the authorised insurer as specified in the **certificate of motor insurance**.

### Written down value

The value placed on the **insured vehicle** by the company who leased the vehicle under a lease agreement.

### You/Your

The insured policyholder named in the **policy schedule** and **certificate of motor insurance**.



## Section A – Loss of or damage to the insured vehicle

The level of cover provided by this insurance is shown on **your policy schedule**. All sections of this Insurance Policy apply as do the General Exceptions and General Conditions.

### What is covered

**We** will cover **you** against loss or damage to the **insured vehicle** (less any **excess** that applies) caused accidentally or as a result of malicious damage or vandalism (malicious fire damage is covered by Section A of this policy). Loss or damage more specifically covered under Section B of this policy is excluded under this section.

#### Under this section we may either:

- pay for the damage to be repaired, or
- with the **vehicle owner's** agreement provide a replacement car, or
- pay an amount of cash, to the **vehicle owner**, equivalent to the loss or damage.

#### The most we will pay will be either:

- the **market value** of the **insured vehicle** immediately before the loss, or
- the cost of repairing the **insured vehicle**, or
- the **written down value** or **market value** if the **insured vehicle** is under a lease agreement.

Whichever is the lower amount.

**We** are not liable for any amount that the Lessee is contractually obliged to pay under any lease or finance agreement they have entered into over and above the cost of replacing the **insured vehicle**.

If the **insured vehicle** was not first registered from new in the United Kingdom **we** will not pay more than the purchase price paid by the **vehicle owner** at the time that they purchased the car.

If the **insured vehicle** is deemed to be beyond economical repair the damaged car becomes **our** property once a claim is met under the policy. **We** must be in receipt of the vehicle registration document and MOT certificate (if one is required by law) before **we** are able to meet the claim.

If the **insured vehicle** is the subject of a Hire Purchase or Lease Agreement **we** will pay up to the amount defined above under 'the most **we** will pay'. This payment will be made to the **vehicle owner**, whose receipt shall be a discharge of any claim under this section.

### In-car entertainment, communication and navigation equipment

**We** will pay to the repairer or **vehicle owner** an amount of no greater than £250 after the deduction of any **excess** that applies in respect of any one occurrence for loss of or damage caused to permanently fitted in-car entertainment, communication and navigation equipment.

Any amount payable in respect of **in-car entertainment, communication and navigation equipment** will not exceed the value of the equipment at the time of the loss or damage after making a reasonable deduction for wear and tear.

### Repairs

Repairs are normally undertaken by **our approved repairer**. At **your** option **you** can arrange for a repairer of **your** choice to carry out the repairs. **You** must send **us** at least two detailed repair estimates and full details of the incident as soon as reasonably possible.

## Section A – Loss of or damage to the insured vehicle (continued)

**We** will only be liable for the repair costs at a non-approved repairer if **we** have agreed that the costs are reasonable and **we** have issued an authorisation to the repairer. **We** may need to inspect the vehicle. **We** reserve the right to ask **you** to obtain alternative estimates and **we** may not pay **you** more than the **approved repairer** would have charged them for the repair of the **insured vehicle**.

Repairs completed by a non-approved repairer will not be guaranteed after **you** or the vehicle owner has signed a customer satisfaction note and the **insured vehicle** has been returned to **you** or the vehicle owner by the repairer.

If parts required for repairing the **insured vehicle** are not available in the United Kingdom **our** liability for those parts shall not exceed the manufacturers' last United Kingdom list price or if not listed the price of those parts for the nearest comparable car available in the United Kingdom. **We** will not pay the cost of importing parts that are not available in the United Kingdom.

**We** may at **our** option use recycled parts or parts that have not been supplied by the original manufacturer to repair the **insured vehicle**. These parts will be subject to the **approved repairer's** guarantee.

**We** will not pay the cost of any repair or replacement which improves the **insured vehicle** to a better condition than it was in before the loss or damage. If this does happen the **vehicle owner** must make a contribution towards the cost of repair or replacement. The **vehicle owner** may be required to contribute to the cost of replaced items such as exhausts or tyres.

### Excess

**You** will be responsible for paying the amount of **excess** shown on **your policy schedule**.

This amount will be increased by a further £500 if:

- the claim results from the **insured vehicle** being in a collision with another vehicle and **we** are unable to trace the responsible third party, or
- the claim results from the **insured vehicle** being in a collision but no other vehicle is involved, or
- the claim results from damage to the **insured vehicle** when parked and unattended and does not involve a vehicle collision and there is no known responsible party from whom **we** can seek a recovery.

The amounts shown above are in addition to any other excesses which are shown elsewhere in this policy booklet.

### Protection and recovery

If the **insured vehicle** cannot be driven following an incident leading to a valid claim under this section, **we** will pay:

- the cost of its protection and removal to the nearest **approved repairer**, competent repairer or nearest place of safety, and
- the cost of re-delivery after repairs to **your** home address or the address of the **vehicle owner**, and
- the cost of storage of the **insured vehicle** incurred with **our** written consent.

If the **insured vehicle** is damaged beyond economical repair **we** will arrange for it to be stored safely at premises of **our** choosing.

## Section A – Loss of or damage to the insured vehicle (continued)

**You** should remove **your** personal belongings from the **insured vehicle** before it is collected from **you**.

In the event of a claim being made under the policy **we** have the right to remove the **insured vehicle** to an alternative repairer or place of safety at any time in order to keep the cost of the claim to a minimum.

## Section B – Loss of or damage to the insured vehicle by fire or theft

### What is covered

**We** will cover **you** against loss of or damage to the **insured vehicle** (less any **excess** that applies) caused by fire (other than fire by vandalism or malicious intent, see Section A), lightning, explosion, theft or attempted theft.

### Under this section we may either:

- pay for the damage to be repaired, or
- with the **vehicle owner's** agreement provide a replacement car, or
- pay an amount of cash, to the **vehicle owner**, equivalent to the loss or damage.

### The most we will pay will be either:

- the **market value** of the **insured vehicle** immediately before the loss, or
- the cost of repairing the **insured vehicle**, or
- the **written down value** or **market value** if the **insured vehicle** is under a lease agreement, whichever is the lower amount.

**We** are not liable for any amount that the Lessee is contractually obliged to pay under any lease or finance agreement they have entered into over and above the cost of replacing the **insured vehicle**.

If the **insured vehicle** was not first registered from new in the United Kingdom **we** will not pay more than the purchase price paid by the **vehicle owner** at the time the car was purchased.

If the **insured vehicle** is stolen and

- has not been recovered at the time of settlement, or
- is deemed to be beyond economical repair,

the lost or damaged vehicle becomes **our** property once a claim is met under the policy. **We** must be in receipt of the vehicle registration document and MOT certificate (if one is required by law) before **we** are able to meet the claim.

If the **insured vehicle** is the subject of a Hire Purchase or Lease Agreement **we** will pay up to the amount defined above under 'the most **we** will pay'. This payment will be made to the vehicles owner, whose receipt shall be a discharge of any claim under this section.

### In-car entertainment, communication and navigation equipment

**We** will cover **you** for loss of or damage caused to permanently fitted in-car entertainment, communication or navigation equipment caused by fire (other than fire by vandalism or malicious intent), lightning, explosion, theft or attempted theft.

The most **we** will pay to the repairer or **vehicle owner** is an amount of no greater than £250 after the deduction of any **excess** that applies in respect of any one occurrence for loss of or damage caused to permanently fitted in-car entertainment, communication and navigation equipment.

Any amount payable in respect of **in-car entertainment, communication and navigation equipment** will not exceed the value of the equipment at the time of the loss or damage after making a reasonable deduction for wear and tear.

## Section B – Loss of or damage to the insured vehicle by fire or theft (continued)

### Repairs

Repairs are normally undertaken by **our approved repairer**. At **your** option **you** can arrange for a repairer of **your** choice to carry out the repairs. **You** must send **us** at least two detailed repair estimates and full details of the incident as soon as reasonably possible. **We** will only be liable for the repair costs at a non-approved repairer if **we** have agreed that the costs are reasonable and **we** have issued an authorisation to the repairer. **We** may need to inspect the vehicle. **We** reserve the right to ask **you** to obtain alternative estimates and **we** may not pay **you** more than the **approved repairer** would have charged them for the repair of the **insured vehicle**.

Repairs completed by a non-approved repairer will not be guaranteed after **you** or the vehicle owner has signed a customer satisfaction note and the **insured vehicle** has been returned to **you** or the vehicle owner by the repairer.

If parts required for repairing the **insured vehicle** are not available in the United Kingdom **our** liability for those parts shall not exceed the manufacturers' last United Kingdom list price or if not listed the price of those parts for the nearest comparable car available in the United Kingdom. **We** will not pay the cost of importing parts that are not available in the United Kingdom. **We** may at **our** option use recycled parts or parts that have not been supplied by the original manufacturer to repair the **insured vehicle**. These parts will be subject to the **approved repairer's** guarantee.

**We** will not pay the cost of any repair or replacement which improves the **insured vehicle** to a better condition than it was in before the loss or damage. If this does happen the **vehicle owner** must make a

contribution towards the cost of repair or replacement. The **vehicle owner** may be required to contribute to the cost of replaced items such as exhausts or tyres.

### Excess

**You** will be responsible for paying the amount of **excess** shown on **your policy schedule**. The amount is in addition to any other excesses which are shown elsewhere in this policy booklet.

### Protection and recovery

If the **insured vehicle** cannot be driven following an incident leading to a valid claim under this section, **we** will pay:

- the cost of its protection and removal to the nearest **approved repairer**, competent repairer or nearest place of safety, and
- the cost of re-delivery after repairs to **your** or the owner's home address, and
- the cost of storage of the **insured vehicle** incurred with **our** written consent.
- If the **insured vehicle** is damaged beyond economical repair **we** will arrange for it to be stored safely at premises of **our** choosing.

**You** should remove **your** personal belongings from the **insured vehicle** before it is collected from **you**.

In the event of a claim being made under the policy **we** have the right to remove the **insured vehicle** to an alternative repairer or place of safety at any time in order to keep the cost of the claim to a minimum.

### Guidance Notes – Preventing crime

- Don't give criminals an easy ride. Car crime makes up 20% of all recorded crimes in the UK.
- Most thefts can be prevented – and it's in **your** interest and ours to take some simple precautions. Most things are common sense.
- Lock the **insured vehicle** and remove the ignition key when leaving it for even a short time e.g. at a petrol station or cashpoint machine.
- Vehicle thieves often steal the keys first especially if the vehicle has an immobiliser and break into houses just to access keys to steal the car. Always keep keys secure even inside **your** home (do not leave keys where a burglar can easily find them such as on a shelf or hook).
- Do not keep items such as the certificate or insurance in the **insured vehicle** and never leave any valuables on view in the car.
- **You** should remove items such as CD players, Radios/MP3 players and portable satellite navigation equipment whenever possible.
- Use good-quality locks and security devices.
- Park in a secure place if **you** can. If **you** have a garage, use it and lock it.



# Exceptions to Sections A & B

## What is not covered

These sections of **your** insurance policy do not cover the following:

- The amount of any **excess** shown in the **policy schedule** or in this policy document or both.
- Any sum greater than the **market value** of the **insured vehicle** immediately before the loss.
- Any sum greater than the **written down value** or **market value** if the **insured vehicle** is under a lease agreement.
- Indirect losses which result from the incident that caused **you** to claim, For example, **we** will not pay compensation for **you** not being able to use the **insured vehicle**.
- Loss of use, wear and tear, loss or damage which happens gradually, loss of value following repair, depreciation, failure of electronics, mechanical breakdown or breakage, or tyre damage caused by braking, punctures, cuts or bursts.
- Loss of or damage caused by the unauthorised, and/or malicious access to computer or electronic components and systems in any way connected to the **insured vehicle**, resulting in any reprogramming of software, introduction of malware, codes or viruses with the intention or effect to cause such systems to fail, stop or function otherwise than is intended by the vehicle manufacturer.
- Depreciation or loss of value following repairs.
- Loss of or damage caused by someone taking the **insured vehicle** without **your** permission, unless the incident is reported to the police and assigned a crime reference number and **you** do not subsequently make any statement to the police that the **insured vehicle** was taken with **your** permission.
- Loss suffered due to any person obtaining or attempting to obtain any property by fraud or deception.
- Loss or damage caused by pressure waves from aircraft or any flying object.
- Loss of or damage to keys, lock or ignition activators, alarm or immobiliser activators
- Repairs, re-programming or replacement of any component, including locks on the **insured vehicle**, consequent upon the loss of or damage to the car's keys, lock or ignition activators or alarm or immobiliser activators
- Loss of or damage to the **insured vehicle** and/or **in-car entertainment, communication and navigation equipment** while **you** are not in the car arising from theft or attempted theft when:
  - 1) ignition keys have been left in or on the **insured vehicle**, or
  - 2) the **insured vehicle** has not been secured by means of door and boot lock, or
  - 3) any window or any form of sliding or removable roof or hood have been left open or unlocked, or
  - 4) the **insured vehicle** is fitted with a manufacturer's standard security device and the device is not operational or is not in use.
- Loss or damage caused by an inappropriate type or grade of fuel being used.

## Exceptions to Sections A & B (continued)

- Confiscation, requisition or destruction by or under the order of any Government or Public or Local Authority.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Any loss or damage caused deliberately by **you** or by any person who is in charge of the **insured vehicle** with **your** permission.
- Loss or damage caused by **your** or the **vehicle owner's** failure to maintain the **insured vehicle** or failure to follow manufacturer's instructions. This includes incorrectly adding to the **insured vehicle** additives such as AdBlue or an inappropriate type or grade of oil or brake fluid.
- Loss or damage caused by **OTA updates** that are not authorised by the **insured vehicle's** manufacturer.
- Loss or damage caused by the failure to install **OTA updates** recommended by the **insured vehicle's** manufacturer.
- Loss or damage caused by the failure to update or recalibrate **ADAS** systems installed on the **insured vehicle** as recommended by the vehicle's manufacturer.
- Loss or damage caused by the use of a remote parking function or the like unless it is authorised by the **insured vehicle's** manufacturer and only then when the function is being used by **you** or a named driver who has a clear view of the **insured vehicle** when operating the parking function.
- Damage to the windscreen, vehicle glass or panoramic roof caused accidentally or as a result of malicious damage or vandalism where this is the only damage to the **insured vehicle**.

## Section C – Liability to other people

### What is covered

#### Use of the insured vehicle

**We** will cover the categories of people listed below for their legal liability for death, bodily injury or damage to property arising out of the use of the **insured vehicle** or an attached trailer or caravan:

- **you**, and
- any passenger in the **insured vehicle**, and
- any person using (but not driving) the **insured vehicle** for social domestic and pleasure purposes with **your** permission, and
- the legal representatives of any person who would have been covered under this section.

#### Third party property damage limit

The most **we** will pay for property damage for any one claim, or series of claims arising out of any one event is £20,000,000. The most **we** will pay in costs for any one property damage claim or series of property damage claims arising out of any one event is £5,000,000.

#### Legal costs

If there is an accident that is covered under this insurance **we** may at **our** absolute discretion consider payment in respect of the following legal costs:

- solicitor's fees for representing **you** at any fatal accident enquiry, Coroner's, Magistrates or similar court, and
- the cost of legal services to defend **you** against a charge of manslaughter or causing death by dangerous or reckless driving.

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

#### Emergency medical treatment

**We** will pay emergency treatment charges required by the Road Traffic Acts.

## Section C – Liability to other people (continued)

### What is not covered

#### Exceptions to Section C

**We** shall not be liable:

if the person claiming is otherwise insured, or

- for loss or damage to property belonging to or in the care of any person insured under this section or for not being able to use any such property, or
- for damage to the **insured vehicle** or property in it or being conveyed in it or for not being able to use any such property, or
- for loss or damage to any trailer or caravan being towed by the **insured vehicle** or for not being able to use any such trailer or caravan, or
- if the death of or bodily injury to any person covered under this section arises out of or in the course of his/her employment except where such liability must be covered under the Road Traffic Acts, or
- for death or bodily injury to any person being carried in or on any trailer or caravan, or
- If a person who was not driving makes a claim and he/she knew that the person driving did not hold a valid driving licence, or
- for any loss or damage caused deliberately by **you** or by any person who is in charge of the **insured vehicle** with **your** permission.

## Section D – Foreign use of the insured vehicle

### What is covered

#### Legal minimum insurance

This policy only offers the legal minimum cover required while the **insured vehicle** is being driven in:

- any country which is a member of the European Union (EU), or
- any country which the Commission of the European Communities is satisfied has made arrangements of Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle. This policy provides the minimum level of cover in respect of liability which is legally insurable in the country concerned. This legal minimum insurance does not include cover for loss of or damage to the **insured vehicle** outside of the **geographical limits**.

This section offers no cover for damage or loss incurred to the **insured vehicle**.

**The exceptions applying to sections A, B & C of this insurance also apply to this section.**

### Guidance Notes – Foreign travel

EU legislation requires that all motor insurance policies issued in the UK provide the legal minimum cover in all EU member countries.

**However you are reminded that the holder of a provisional licence is not allowed to drive abroad and therefore cover will never be effective under this section of your Policy.**

# General exceptions

## These general exceptions apply to the whole of the insurance

### What is not covered

1. Any liability, loss or damage arising while the **insured vehicle** is being:
    - 1.1 used for a purpose which is not permitted or is excluded by the **certificate of motor insurance**, or
    - 1.2 used on the Nurburgring Nordschleife or any race track, racing circuit or prepared course unless **you** have told **us** about this and **we** have agreed to provide cover, or
    - 1.3 driven by, is in the charge of or was last in the charge of anyone not permitted to drive by **your certificate of motor insurance**, or
    - 1.4 driven by, is in the charge of or was last in the charge of anyone including **you** who is disqualified from driving or has never held a licence to drive a vehicle or is prevented by law from having a licence, or
    - 1.5 driven by, is in the charge of or was last in the charge of any person who does not meet the terms or conditions of his/her driving licence, or
    - 1.6 used in an unsafe condition or while carrying an insecure load or while carrying a number of passengers that is likely to affect the safe driving of the vehicle, or
    - 1.7 driven by **you** should it be proved to **our** satisfaction that the driver was under the influence of alcohol or drugs at the time of such loss or damage occurring. A conviction under the relevant law (including a conviction for failing to supply a specimen of breath, blood or urine) shall be deemed to be conclusive evidence that the driver at the time of the loss or damage was under the influence of alcohol or drugs. In addition, **you** must repay all the amounts **we** have paid arising from the incident including any claimants' damages and costs.
  - 1.8 driven by **you** where **you** fail to take medication as prescribed or carry out prescribed treatment or report for a medical examination recommended by a doctor where this inaction contributes to an accident.
  - 1.9 driven by or is in the charge or was last in the charge of any person who holds or last held a provisional driving licence unless that person was accompanied by a full licence holder aged between 25 and 72 years of age and the accompanying full licence holder has held a full driving licence for at least 3 years.
- General Exception 1 will not apply:
- if the **insured vehicle** has been stolen or taken away without **your** permission, or
  - under General Exception 1.1 only, while the **insured vehicle** is being used for car sharing purposes as defined in General Condition 9 of this policy.



## General exceptions (continued)

2. Any liability, loss or damage that occurs outside of the **geographical limits** of this policy other than the legal minimum cover provided under Section D of this policy.  

Additionally **we** will not make any payments in respect of any proceedings brought against **you** or judgement passed in any court outside of the **geographical limits**, unless the proceedings or judgement arise out of the **insured vehicle** being used in a foreign country which **we** have agreed to extend this insurance to cover and the proceedings or judgement are brought in such country.
3. Any liability **you** have accepted under an agreement or contract unless **you** would have had that liability anyway.
4. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:
  - ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
  - the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.
5. Any consequence of war, invasion or act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
6. Death, bodily injury, loss, damage and/or liability arising during (unless **you** prove that it was not occasioned thereby) or in consequence of:
  - earthquake
  - riot or civil commotion occurring elsewhere other than in Great Britain.
7. Liability in respect of:
  - accident, loss or damage to any aircraft, or
  - death or bodily injury arising in connection with accident, loss or damage to any aircraft, or
  - any other loss indirectly caused by such accident, loss or damage to any aircraft incurred caused or sustained while any vehicle covered by this insurance is in or on any airport or airfield.
8. Liability, loss or damage resulting from pollution or contamination however caused, other than as required by the law of any country in which **we** have agreed to provide cover under this policy.
9. Any liability, loss or damage caused by acts of **terrorism** apart from the minimum level of cover **we** must provide by law.
10. Any liability, loss or damage under this policy when the **insured vehicle** is owned by, operated by, supplied by, hired or rented from any Claims Hire, Credit Hire or Accident Management company.

# General conditions

## These general conditions apply to the whole of the insurance

### 1. Payment of premium, keeping to the policy terms & avoiding misrepresentation

**We** will only provide the cover described in this insurance policy if:

- **you** have paid the premium for the current **period of insurance**, and
- **you** or any person claiming protection has kept to all of the terms and conditions of this policy as far as they can apply, and
- in entering into this contract **you** have taken all reasonable care in answering all questions in relation to this insurance honestly and to the best of **your** knowledge.

**Your** premium is based on information **you** supplied at the start of the insurance or subsequent alteration. **You** must tell **us** via **your insurance intermediary** immediately of any change to that information, some examples are **you** pass **your** practical driving test, any changes to the **insured vehicle** which improve its value, attractiveness to thieves, performance or handling, any change of car, change of occupation (including part-time), change of address (including where the **insured vehicle** is kept), if **you** sustain a non-motoring conviction or a prosecution is pending.

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

If **you** or anyone acting on **your** behalf knowingly commit a fraudulent act or submit a fraudulent document or make a fraudulent statement or exaggerate any claim made under the policy, **we** will not pay the claim and cover under this and all other insurances currently in force with **us** with which **you** are connected will cease immediately. **You** will not be entitled to any refund of premium under any policy.

### 2. Looking after the insured vehicle

**You** are required to maintain the **insured vehicle** in a roadworthy condition. **You** or any person in charge of the **insured vehicle** are required to take all reasonable care to safeguard it and its contents from loss or damage, for example the car should not be left unlocked.

When using a vehicle fitted with **ADAS**, **you** must follow the manufacturer's instructions and load any software and/or safety related updates without undue delay. If **you** do not, **your** insurance may be invalid, **we** may avoid or cancel (treat it as if it never existed) **your** policy and **we** may not pay any claims for loss or damage to the **insured vehicle**. If **we** need to make a payment under the Road Traffic Act, **we** reserve the right to recover any amounts from **you** or the driver of the **insured vehicle**.

If **we** repair the **insured vehicle** following a covered claim, **we** will arrange for any resultant damage to any **ADAS** that have been fitted to the **insured vehicle** to be repaired or recalibrated – but if

## General conditions (continued)

**we** are not repairing the **insured vehicle**, **you** must immediately arrange for any defect to be rectified, replaced or recalibrated.

**We** shall at all times be allowed free access to examine the insured vehicle.

### 3. Having an MOT certificate

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

### 4. Accidents or losses

In the event of an accident or incident likely to give rise to a claim which is covered under the policy, **you** must as soon as possible telephone **our** 24 hour claims helpline on **0344 873 8183** (this must be within 24 hours of the incident occurring). Please also refer to page 4 of this policy booklet 'If **you** have an accident' for further guidance.

**You** can also correspond with the claims department at:

Claims Department  
PO Box 726  
Chesterfield  
S40 9LG

If the loss or damage is covered under the policy, the claims helpline operator will make arrangements to remove the **insured vehicle** to the nearest **approved repairer**, competent repairer or place of safety, and safeguard the **insured vehicle** and its contents.

**We** will not pay for further damage to the **insured vehicle** if **you** drive it or attempt to drive it in a damaged condition.

If **your** claim is due to theft, attempted theft, malicious damage or vandalism, **you** must also notify the police and obtain a crime report number.

**We** have the right to remove the **insured vehicle** at any time to keep claims costs to a minimum. If the **insured vehicle** is damaged beyond economical repair **we** will arrange for it to be stored safely at premises of **our** choosing.

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

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

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

### 5. Claims procedures

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

## General conditions (continued)

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

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

If there is any other insurance in force which covers the same loss, damage or liability as this insurance, **we** will only pay **our** proportionate share of the claim.

### 6. Cancellation

#### Policies of 30 days duration or less

Policies issued for 30 days duration or less are not subject to a 'cooling off' period. Due to the administration costs involved there will be no refund of premium in the event of the cancellation of a policy of 30 days duration or less.

#### Policies of more than 30 days duration

##### Cancelling the policy within the reflection period

As long as **you** take out cover for more than 30 days this insurance provides **you** with a reflection period to decide whether **you** wish to continue with the full policy. The reflection period is for 14 days from the effective date of the policy or the date **you** receive **your** policy documentation whichever is the later. If a period of less than 14 days has elapsed since the effective date of the policy or the date **you** received **your** policy documentation, whichever is the later, and **you** have not made a total loss claim, **you** have the right to cancel the policy and receive a refund of premium for the unexpired period of insurance.

- If at the date of cancellation **your** policy has not yet commenced **you** will receive a full refund from **us**; or
- if **your** policy has already commenced, **you** will receive a full refund from **us**, less a proportionate amount for the period of cover provided.  
An administration charge which will be no more than £50 will also apply.

#### Cancellation by You outside of the reflection period

**You** or **your insurance intermediary** can cancel this policy either from the date **we** are notified in writing or a later date as requested by **you**. Providing there have been no claims in the current period of insurance **we** will refund the premium calculated on a pro rata basis less **our** administration charge of £50.

#### Cancellation by us

**We** or **your insurance intermediary** can cancel this policy at any time if there are serious grounds to do so, including but not limited to the following examples:

- where **your insurance intermediary** has been unable to collect a premium payment (payment terms including the procedures in the event of non-payment of the premium will have been agreed between **you** and **your insurance intermediary** when **you** took out this policy); or
- where **we** learn that **you** have passed **your** practical driving test if **you** took this policy out as a holder of a provisional licence but **you** have failed to notify **us** or **your insurance intermediary** of this; or

## General conditions (continued)

- **you** have failed to take reasonable care in providing information in relation to this insurance as required by General Condition 1 of this policy; or
- **you** have failed to supply requested validation documentation (evidence of No Claim Discount, copy driving licence, etc.); or
- **you** have failed to co-operate or provide information and assistance in relation to any claim under this policy or with regards to the administration or operation of this policy; or
- where **you** fail to maintain the **insured vehicle** in a roadworthy condition or **you** fail to look after it in accordance with General Conditions 2 and 3 of this policy; or
- where **you** use threatening or abusive behaviour towards a member of **our** staff or that of **your insurance intermediary** or **our** supplier.

**We** will do this by giving **you** 7 days' notice in writing to **your** last address notified to **us**. **Your** last notified address may include an email address nominated by **you** to accept correspondence.

### Guidance Notes – Important

If **you** took out this policy as a holder of a provisional driving licence then please be aware that all policy cover ceases three hours after **you** pass **your** practical driving test. **We** ask that **you** contact **your insurance intermediary** during this three hour period to notify them of **you** passing **your** practical driving test so that they can cancel this policy.

As a holder of a provisional driving licence **you** are not covered to drive the **insured vehicle** unaccompanied even if **you** have just passed **your** practical driving test.

### Guidance Notes – Policy cancellation

Any charges levied by **your insurance intermediary** will be in accordance with the terms and conditions agreed between **you** and them at the time **you** arranged this insurance.

The policy can only be cancelled from the date **your** or **your insurance intermediary's** request to cancel the policy is received by **us** or at a later date requested by **you**.

Owing to the nature of this short period policy and associated administration costs, there is no refund of any monies paid in the event of the policy being cancelled either by **you** or **us** other than for provisional licence holders whose **period of insurance** lasts for a maximum of six months.

### 7. Total losses and stolen vehicles

If as a result of a claim the **insured vehicle** is determined to be a total loss or the **insured vehicle** has been stolen and not recovered this policy will be cancelled without refund of premium.

### 8. Right of recovery

- If under the laws of any country in which this insurance applies, **we** have to make payments which but for those laws would not be covered by this policy, **you** must repay the amounts to **us**.
- **You** or the person who caused the accident must also repay **us** any money **we** have to pay because of any agreement **we** have with the Motor Insurers' Bureau.

Any payment **we** make under this condition will mean that there will be no entitlement to a return of premium if the policy is cancelled or declared void.

## General conditions (continued)

### 9. Car sharing

This policy allows **you** to carry passengers for social or similar purposes and **your** receipt of a mileage allowance or a payment by a passenger towards the cost of fuel will not invalidate cover as long as:

- **you** do not make a profit from the car sharing arrangement, and
- the **insured vehicle** is not adapted to carry more than eight people (including the driver) and
- **you** are not carrying passengers as customers of a passenger-carrying business.

### 10. Fraud

**You** must not act in a fraudulent manner. If **you**, an authorised driver or anyone acting on **your** behalf knowingly commit:

- a) a fraudulent act or submit a fraudulent document or make a fraudulent statement when obtaining this policy or at any other time during the policy period; or
- b) make a claim that is false, fraudulent or deliberately exaggerated, **we** will:
  - i) void the policy in the event of any fraud which occurred during the application process, which means **we** will treat the policy as if it had never existed; or
  - ii) cancel the policy with effect from the date of any fraud which occurred during the **period of insurance**; and in either case, **we** will:
    - not pay any fraudulent claim or any other claim which relates to a loss suffered after the initial fraudulent act; and

- seek to recover any money paid for any claim which is later established as invalid, including any costs or expenses **we** have incurred; and
- immediately cancel, without refund, all other insurances currently in force with **us** with which **you** and any authorised driver are connected; and
- inform the police, any other relevant authorities and any anti-fraud databases of the circumstances.

When cancelling this policy **we** reserve the right not to issue any postal notification of cancellation where it is known that the postal address has been used fraudulently.

### 11. Emergency cover

This policy is only operative whilst the **insured vehicle**

- is being driven by; or
- is in the charge of; or
- was last in the charge of

for the purpose of being driven by the provisional licence holder named on the **certificate of motor insurance**.

Cover is only in force whilst the named provisional licence holder is accompanied by a qualified accompanying person. In exceptional circumstances resulting in the named provisional licence holder being unable to continue to drive the **insured vehicle** the policy will provide cover for the accompanying person to drive.



## General conditions (continued)

This emergency cover is only provided to allow:

- the completion of the specific journey; or
- the return of the **insured vehicle** to the policyholder's home/ its normal garaging address.

This emergency cover will only apply whilst the named provisional licence holder remains as a passenger in the **insured vehicle** at all times that the accompanying person is driving the vehicle.

# Our service commitment

## What to do if you have a complaint

**We** are dedicated to delivering a first class level of service to all of **our** policyholders. However, **we** accept that things can occasionally go wrong and would encourage **you** to tell **us** about any concerns **you** have so that **we** can take steps to make sure the service **you** receive meets **your** expectations in the future.

If a dispute regarding **your** policy or claim arises and cannot be resolved by reference to **your insurance intermediary** the following explains the procedure for resolving **your** complaint:

If **you** have a complaint, please contact **us** at the address below:

Markerstudy Customer Relations  
Markerstudy Insurance Services Limited  
PO Box 727  
Chesterfield  
S40 9LH

Tel: **0344 705 0633**

Email: **[complaints@markerstudy.com](mailto:complaints@markerstudy.com)**

When contacting **us** please provide:

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

**We** will make every effort to resolve **your** complaint by the end of the third working day after receipt. If **we** cannot resolve **your** complaint within this timeframe **we** will acknowledge **your** complaint within five working days of receipt and do **our** best to resolve the problem within

four weeks by sending **you** a final response letter. If **we** are unable to do so, **we** will write to advise **you** of progress and will endeavour to resolve **your** complaint in full within the following four weeks. If **we** are still unable to provide **you** with a final response at this stage, **we** will write to **you** explaining why and advise when **you** can expect a final response. At this point **you** may refer **your** complaint to The Financial Ombudsman Service at the following address:

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

Email: **[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)**

## What you should know

**You** may go directly to the Financial Ombudsman Service when **you** first make **your** complaint, but the Ombudsman will only review **your** complaint at this stage with **our** consent. However, **we** are still required to follow the procedure stated above. If **you** have received a final response but are dissatisfied, **you** have the right of referral to the Financial Ombudsman Service within six months of the date of **your** final response letter. **You** may only refer to the Ombudsman beyond this time limit if **we** have provided **our** consent.

Whilst **we** and **our** UK service providers are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure above does not affect **your** right to take legal action.

## Our service commitment (continued)

### Financial Services Compensation Scheme

Both Markerstudy Insurance Services Limited and **your** authorised insurer is a member of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** liabilities under this policy.

Further information about the scheme is available on the FSCS website at: [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to the FSCS at:  
PO Box 300  
Mitcheldean  
GL17 1DY

### Your insurance intermediary

In the event that **we** are unable to continue to trade with **your insurance intermediary** because they have ceased to trade through bankruptcy or liquidation or in the event that their relevant FCA authorisation is revoked **we** reserve the right to pass **your** policy and all details on to another intermediary. If **you** do not wish this to happen then please put **your** request in writing to **us**.

# How we use your information

## Introduction

**We** believe in keeping **your** information safe and secure. **We** use **your** information in accordance with all applicable Data Protection laws. Full details of what data **we** collect and how **we** use it can be found in **our** privacy policy which **you** can access via [www.markerstudy.com](http://www.markerstudy.com) or by requesting a copy from **our** Data Protection Officer (contact details below). **We** are governed by the Data Protection legislation applicable in the United Kingdom.

## Data Protection Officer

If **you** have any questions about how **we** use **your** data, or require a copy of **our** privacy policy, or to exercise any of **your** data rights please contact **our** Data Protection Officer at:

Data Protection Officer  
Markerstudy Insurance Services Limited  
45 Westerham Road  
Bessels Green  
Sevenoaks  
Kent  
TN13 2QB

Please make sure **you** provide **your** name, address, policy number and other relevant information to allow **us** to respond to **your** query.

**You** understand that all personal data **you** supply must be accurate.

If **you** would like any other person to discuss **your** policy or make amendments then **we** must have **your** permission.

## Updating your records

If **you** think **our** records are wrong or out of date, particularly **your** contact details, **you** must contact **your insurance intermediary** immediately to correct them.

## Complaints

If **you** have a complaint about how **we** use **your** information then please contact **our** data protection officer. Alternatively If **you** have a complaint about the way in which **your** data has been processed, **you** can contact the Information Commissioner's Office at:

[www.ico.org.uk/concerns](http://www.ico.org.uk/concerns)

Your policy  
document



# Short Period Cover Insurance Policy

If you would like to receive this policy wording in an alternative format, such as large print, audio or braille please email our Policy Document Request team at **[PDR@markerstudy.com](mailto:PDR@markerstudy.com)**. Please include your name, address and policy number.

ShortPeriod&Prov Lic 07/22