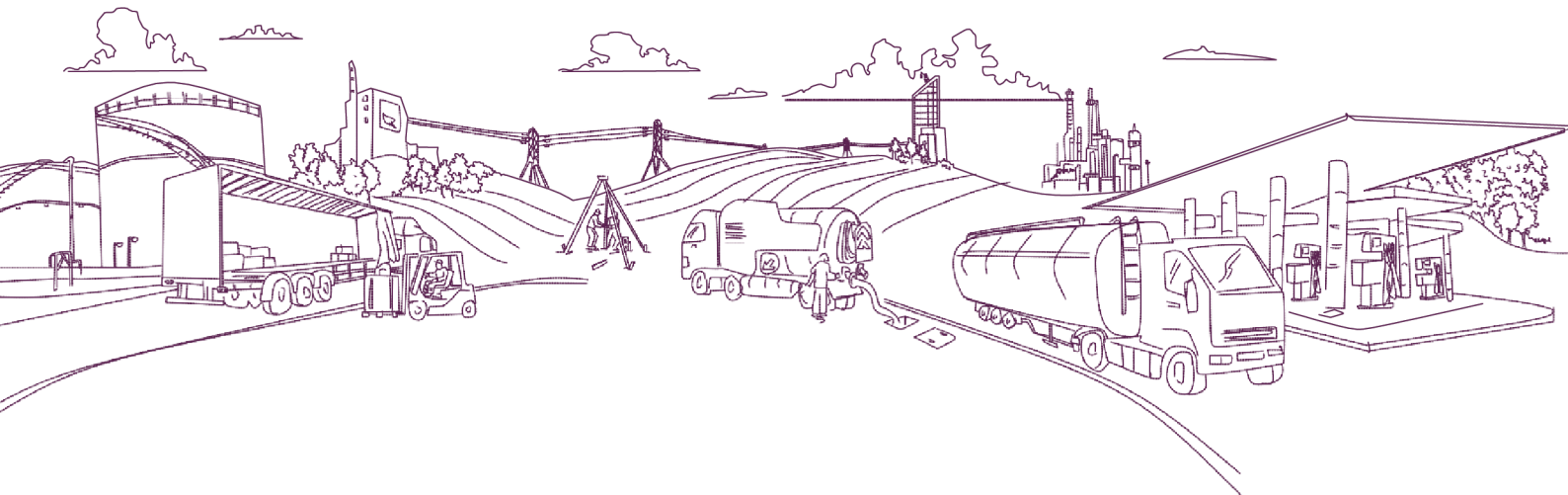




POLICY DOCUMENT

MOTOR



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ABOUT YOUR POLICY

Your Policy is made up of sections prepared from a proposal form or declaration or statement of fact provided by You or from Your instructions or any information in connection with this insurance provided to Pen Underwriting or the Insurer or Your insurance adviser.

The Policy wording explains the insurance provided under this contract.

Each section may include terms Definitions Conditions and Exclusions unique to the section which should be read

in conjunction with the Policy Definitions, Conditions and Exclusions.

An endorsement forms an addition to the section and varies the insurance provided by the section.

The schedule or appendix and any endorsement should be read together for precise details of Your insurance protection.

Please take care to review all documentation carefully to ensure that the information provided accurately reflects

Your circumstances and that the cover provided suits Your requirements.

You should pay particular attention to any terms conditions limits and exclusions including endorsements which may require You to take action.

Please read the whole document carefully. It is arranged in different sections. It is important that

- You are clear which sections You have requested and want to be included;
- You understand what each section covers and does not cover;
- You understand Your own duties under each section and under the insurance as a whole.

Please contact Your broker immediately if the document is not correct or if You would like to ask any questions..

Duty of Fair Presentation

This policy is a contract between You and Us.

- a) At inception and renewal of this policy and also whenever changes are made to it at Your request You must:
- i) disclose to Us all material facts in a clear and accessible manner; and
 - ii) not misrepresent any material facts.
- b) If You do not comply with clause a) of this condition We may:
- i) avoid this policy which means that We will

treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by You is proven by Us to be deliberate or reckless in which case We will not return the premium paid by You; and

- ii) recover from You any amount We have already paid for any claims including costs or expenses We have incurred.

- c) If You do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what We would have done if We had known about the facts which You failed to disclose or misrepresented:

- i) if We would not have provided You with any cover We will have the option to:
 - 1) avoid the policy which means that We will treat it as if it had never existed and repay the premium paid; and
 - 2) recover from You any amount We have already paid for any claims including costs or expenses We have incurred

- ii) if We would have applied different terms to the cover We will have the option to treat this policy as if those different terms apply. We may recover any payments made by Us on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
- iii) if We would have charged you a higher premium for providing the cover We will charge You the additional premium which You must pay in full.

- d) Where this policy provides cover for any person other than You and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession We will not invoke the remedies which might otherwise have been available to Us under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than You.

Provided always that if the person concerned or You acting on their behalf makes a careless misrepresentation of fact We may invoke the remedies available to Us under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

Where: (i) there has been a failure to comply with a term (express or implied) of this policy, other than a term which defines the risk as a whole; and (ii) compliance with such

ABOUT YOUR POLICY

term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, We cannot rely on the breach of such term to exclude, limit or discharge its liability if You show that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If You breach any warranty in this policy, Our liability under the policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). We will have no liability to You for any loss which occurs, or which is attributable to something happening, during the period when Our liability is suspended.

Authorised Signatory
Jonathan Turner



Complaints

At Pen Underwriting, it is always our intention to provide a first class standard of service. However, it is appreciated that occasionally things go wrong. In a majority of cases the agent who arranged the insurance will be able to resolve any concerns and You should contact them directly in the first instance.

Alternatively You can complain by contacting Pen Underwriting Limited (as per the contact details below) quoting Your policy and/or claim number. We will investigate Your concerns and provide a response as soon as possible.

Address:
Pen Underwriting Limited Complaints
7th Floor Spectrum Building
55 Blythswood Street
Glasgow
G2 7AT
Telephone: 0141 285 3539
Email: pencomplaints@penunderwriting.com

You can also contact Your Insurer, contact details can be found in the schedule other than Legal Expenses where details can be found in Section 10.

Should You remain dissatisfied having received a Final Response to Your complaint and You fit the definition of an 'eligible complainant', You may then be able to refer Your complaint to the Financial Ombudsman Service (ombudsman). Please note that the ombudsman allow 6 months from the date of the Final Response to escalate Your complaint to them. Further details on eligibility and the referral process can be found on the ombudsman's website.

Address:
The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Telephone: 0800 0234567 (for landline users)
Telephone: 0300 1239123 (for mobile users)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Compensation Scheme

The providers of this insurance as defined in this policy are covered by the Financial Services Compensation Scheme (FSCS). If they cannot meet their obligations You may be entitled to compensation under this scheme depending on the type of insurance and the circumstances of the claim

You are covered for 90 per cent of the claim without any upper limit. However, for compulsory classes of insurance You are covered for 100 per cent of the claim without any upper limit.

How to make a Claim

At Pen Underwriting, we understand that claims form a critical component of our offering the moment the policy becomes tangible and we are relied upon to deliver upon our commitment to You.

Pen Underwriting have assembled an experienced team who embody our three key principles of:

- 1) **Partnership** – working together to achieve the optimum outcome to the claim
- 2) **Expertise** – we employ staff and engage service providers who are experts in their field
- 3) **No-nonsense** – we apply a flexible and proactive approach to the claims process

For details on how to notify Your claim, please refer to Your schedule.

The Law that governs this Policy

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this Policy shall be governed and construed in accordance with English law and shall be resolved within the exclusive jurisdiction of the courts of England and Wales.

Data Protection

Pen Underwriting Limited are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our Privacy Policy - <https://www.penunderwriting.co.uk/Privacy-and-Cookies>. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

SECTION 1 – POLICY DEFINITIONS

These definitions apply to Your entire policy wherever these words or phrases appear starting with an upper case letter except where otherwise stated

Accessories

means

- a) parts or products specifically designed to be fitted to or used with the Vehicle including spare parts
- b) entertainment systems, communication, navigation or other electronic equipment only if permanently fitted to the Vehicle

excluding electronic equipment temporarily sited in and removable from the Vehicle being powered from a cigarette lighter or accessory socket.

Business

means the business as specified to Us.

Business Partner

means any person in Business with You under the terms of a partnership agreement whether express or implied under legislation.

Car

means any private car, estate car, utility car or minibus.

Certificate

means the current certificates of motor insurance issued by Us.

Commercial Vehicle

means any motor Vehicle other than a Car or Motorcycle.

Costs and Expenses

means

- a) claimants' costs and expenses
- b) costs and expenses incurred with Our consent in defending any claim c) costs incurred with Our consent for:
 - i) representation at any coroner's inquest or fatal injury inquiry
 - ii) defending a charge of manslaughter, causing death by dangerous driving or causing death by careless driving or any equivalent local charge within the Geographical Limits
 - iii) defending in any court of summary jurisdiction any proceedings

relating to any Event which may be the subject of indemnity under this policy.

Crossover

means the accidental contamination of Property not belonging to or in the care, custody or control of the Insured Person arising out of the delivery whether correctly or incorrectly carried out to Your customer of any product

which does not conform strictly to the specification of or the order for the product made by such customer.

Damage

means physical loss or damage.

Driver

means any person driving the Vehicle and entitled to do so under the terms of the Certificate.

Employee

means any person who is:

- a) under a contract of service or apprenticeship with You
- b) a labour master or labour only subcontractor or persons supplied by any of them
- c) self employed
- d) under a work experience or similar scheme
- e) hired or borrowed by You from another employer

and working for You in connection with the Business while under Your direct control or supervision.

Event

means all occurrences causing injury, Damage or other loss arising out of one original and identifiable cause that happens at fixed time and place.

Excess

means the amount for which You are responsible and which will be deducted from any payment under this policy as ascertained after the application of all other terms and conditions of this policy.

Geographical Limits

means

- a) the Territorial Limits
- b) any other member country of the European Union
- c) any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the EU Directive on insurance of civil liabilities arising from the use of motor vehicles (number 72/166/EEC)
- d) any other country but only during any period for which You have requested and We have agreed to extend cover for the use of the Vehicle in that country

and during transit (including loading and unloading) by a recognised sea route not normally exceeding 65 hours between ports within any country where cover is provided.

Insured Person

means

- a) You

- b) the Driver
- c) at Your request:
 - i) any principal, director, Business Partner or Employee of Yours
 - ii) any Passenger
 - iii) the owner of a Vehicle on hire or loan or leased to You
 - iv) any member or committee member of Your sports or social club
 - v) the hirer of any agricultural tractor or self-propelled agricultural or forestry machine provided always that such hire is permitted under the terms of the Certificate
- d) any person who with Your permission is using but not driving the Vehicle for social domestic and pleasure purposes provided always that such use is permitted under the terms of the Certificate
- e) the employer or partner of any person whose Business use is permitted under the terms of the Certificate.

Insurer/ Our/ Us/ We

means the party specified as the Insurer whose identity is stated within the IDENTITY OF INSURERS included within the schedule.

Licence

means licence to drive a motor vehicle of the same class as the Vehicle.

Minibus

means a motor vehicle with between 9 and 16 (inclusive) Passenger seats.

Motorcycle

means any motorcycle, motorcyle and sidecar or moped.

Nuclear Installation

means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

Nuclear Reactor

means any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission

process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Passenger

means any person other than the Driver travelling in or on or getting into or out of the Vehicle or any trailer or disabled motor vehicle attached to the Vehicle.

Pollution or Contamination

means pollution or contamination of buildings or other structures or of water, land or the atmosphere.

Property

means physical property.

Road

means anywhere within the Geographical Limits where compulsory motor insurance legislation is operative.

Spillage

means accidental spillage or discharge of any product.

Territorial Limits

means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Terrorism

means

- a) any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
 - i) involves violence against one or more persons
 - ii) involves Damage to Property
 - iii) endangers life other than that of a person committing the action
 - iv) creates a risk to health or safety of the public or a section of the public
 - v) is designed to interfere with or seriously to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

Trailer

means any trailer which is Your Property or for which You are legally responsible but excluding a disabled motor vehicle.

Vehicle

means any motor vehicle (excluding a steam driven vehicle) as follows:

- a) Car

SECTION I – POLICY DEFINITIONS

- b) Motorcycle
- c) Commercial Vehicle

which is insured under this policy and described in the Certificate but excluding any motor vehicle registered outside the Territorial Limits unless You have requested and We have agreed to cover such motor vehicle.

You/ Your/ Yours/ Yourselves

means the person, people (either acting in partnership or on behalf of an unincorporated organisation) or the company stated in the schedule as the insured.

SECTION 2 – EXTENT OF COVER

Cover only applies within the Geographical Limits in respect of death of or bodily injury to any person or Damage to Property and caused or arising in the period of insurance stated in the schedule.

The extent of cover applicable is as stated in the schedule or any relevant endorsement and the following meanings apply to words or expressions used.

Comprehensive

The full insurance as written in this policy other than Section 6.

Comprehensive (excluding windscreens)

Section 5 does not apply in respect of breakage of glass in the windscreen, windows or sunroof of the Vehicle. Section 6 does not apply.

Third Party Fire and Theft

Section 5 does not apply except for Damage to the Vehicle by:

- a) fire, lightning, self-ignition or explosion
- b) theft or attempted theft.

Sections 6, 7 and 8 do not apply.

Third Party

Sections 5, 6, 7 and 8 do not apply.

Goods in Transit

Section 6 only.

SECTION 3 – EXCESSES

When cover is applicable You will be liable to pay or refund to Us excesses in the amounts which are stated in the schedule and which apply in respect of claims and expenses as follows.

Accidental Damage

All claims and expenses under Section 5 other than claims in respect of:

- a) breakage of glass in the windscreen, windows or sunroof of the Vehicle or the scratching of bodywork caused by such breakage
- b) Damage to the Vehicle caused by:
 - i) fire, lightning, self-ignition or explosion
 - ii) theft or attempted theft.

Fire

All claims and expenses under Section 5 in respect of Damage to the Vehicle caused by fire, lightning, self-ignition or explosion.

Personal Effects

All claims and expenses under Section 7.

Spillage or Crossover

All claims and expenses under Section 4.8.

Theft

All claims and expenses under Section 5 in respect of Damage to the Vehicle caused by theft or attempted theft.

Third Party

All claims and expenses under Section 4 other than claims and expenses in respect of Section 4.8.

Windscreen

All claims and expenses under Section 5 in respect of breakage resulting in replacement of glass in the windscreen, windows or sunroof of the Vehicle or the scratching of bodywork caused by such breakage.

SECTION 4 – LIABILITY TO THIRD PARTIES

The Cover

In respect of legal liability for death of or bodily injury to any person and Damage to Property We will indemnify the Insured Person when liability is caused by or arises out of the use of the Vehicle or in connection with the loading or unloading of the Vehicle.

In addition We will pay Costs and Expenses.

4.1 Corporate Manslaughter and Corporate Homicide Act 2007

In respect of any Event which may be the subject of indemnity under this section We will pay legal Costs and Expenses incurred with Our prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the Business.

Provided always that:

- a) Our liability under this clause will not exceed the amount stated in the schedule in any one period of insurance
- b) this clause will only apply to proceedings brought in the Geographical Limits
- c) We must consent in writing to the appointment of any solicitor or counsel who are to act for and on Your behalf
- d) You will give Us immediate notice of any summons or other process served upon You which may give rise to proceedings under this clause
- e) in relation to any appeal counsel has advised there are strong prospects of such an appeal succeeding
- f) We will be under no liability:
 - i) where You have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - ii) in respect of fines or penalties of any kind
 - iii) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by

such other source or insurance.

4.2 Disabled Motor Vehicles

In respect of legal liability for death of or bodily injury to any person and Damage to Property We will indemnify the Insured Person when liability is caused by or arises out of any disabled motor vehicle while attached to the Vehicle. This section will also apply to any disabled motor vehicle detached from the Vehicle and not attached to any other vehicle and being used by You but only to the extent necessary to meet the requirements of any compulsory motor insurance legislation operative within the Geographical Limits.

We will not be liable for:

- a) Damage to a disabled motor Vehicle
- b) any liability if a disabled motor Vehicle is being towed otherwise than in accordance with the law
- c) Damage to Property being carried in or on a disabled motor Vehicle.

4.3 Environmental Statutory Liability

In respect of legal liability for all sums including statutory debts relating to remediation costs arising from environmental Damage We will indemnify You where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) such liability is caused by or arises out of:
 - i) the use of the Vehicle or in connection with the loading or unloading of the Vehicle; and
 - ii) pollution or contamination directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance
- b) We will not be liable in respect of:
 - i) costs relating to the prevention of imminent threat of environmental Damage
 - ii) the removal of any significant risk of an adverse effect on human health on Your land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in Your care, custody or control

- iii) costs in achieving any improvement or alteration in the condition of the land, the atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time remediation commences
- iv) fines or penalties
- v) any amount in excess of the sum stated in the schedule inclusive of Costs and Expenses or the minimum amount required under the compulsory motor insurance legislation in the country in which the insured event occurs whichever is the greater.

4.4 Indemnity to Personal Representatives

Following the death of any person entitled to indemnity We will in respect of the liability incurred indemnify such person's personal representatives.

4.5 Movement of Third Party Vehicles

In respect of legal liability for death of or bodily injury to any person and Damage to Property We will indemnify You or any principal, director, Business Partner or Employee of Yours when liability is caused by or arises out of the driving or movement of any motor vehicle with or without the authority of the owner:

- a) when the motor vehicle is parked in a position which obstructs the legitimate passage or the loading or unloading of the Vehicle
- b) for movement of a motor vehicle within the vicinity of any premises owned or occupied by You.

In these circumstances the motor vehicle will not be regarded as Property held in Your care, custody or control.

We will not pay for:

- a) liability if the motor vehicle is:
 - i) moved by any person other than You or any principal, director, Business Partner or Employee of Yours
 - ii) Your Property or held by You under a hire purchase agreement or hired by or loaned or leased to You
 - iii) driven by any person who does not hold a Licence unless such person has held and is not disqualified from holding or obtaining such a Licence
- b) Damage to Property in or on the motor vehicle.

4.6 Principal's Clause

In the event of any claim in respect of which You would be entitled to receive indemnity being brought or made against any public or local authority or other principal We will indemnify the said public or local authority or other principal against such claim and/or any Costs and Expenses in respect thereof.

Provided always that:

- a) We have the sole conduct and control of all claims
- b) the public or local authority or other principal is not entitled to indemnity under any other policy
- c) We will not be liable for death of or bodily injury to any person or Damage to Property arising out of the negligence or other default of the public or local authority or other principal or their servant or agent.

4.7 Service and Repair

We will indemnify You when the Vehicle is in the custody or control of a member of the motor trade for service or repair.

4.8 Spillage or Crossover

In respect of legal liability for death of or bodily injury to any person and Damage to Property We will indemnify You or the driver or attendant when liability is caused or arises out of Spillage or Crossover.

Provided always that such Spillage or Crossover arises out of an error or omission in the process of loading or unloading the Vehicle by the driver or attendant of such Vehicle.

4.9 Third Party Contingency

In respect of legal liability for death of or bodily injury to any person and Damage to

Property We will indemnify You alone when liability is caused by or arises out of the use of or in connection with any motor vehicle while being used in connection with Your Business.

Provided always that:

- a) such motor vehicle is not Your Property or held by You under a hire purchase agreement or hired by or leased to You
- b) You have taken all reasonable steps to ensure that there is in force in respect of such motor vehicle an insurance that is valid for such use
- c) if any claim covered by this clause is covered by any other insurance then notwithstanding general condition 9 We will not be liable to

make any contribution to such claim

- d) the motor vehicle is registered within the Territorial Limits.

4.10 Unauthorised Use

We will indemnify You in the event of any accident occurring while the Vehicle is being used or driven by any person without Your knowledge or consent for any purpose not permitted provided always that You will take all reasonable precautions to ensure that all persons who may use or drive the Vehicle are made aware of the permitted purposes of use as stated in this policy.

Exclusions to Section 4

This section does not cover:

- 1) **Airside**
legal liability directly or indirectly caused by or contributed to by or arising from the Vehicle while in or on that part of any aerodrome, airfield, airport or military installation provided for:
 - a) the take-off or landing of aircraft or aerial devices or for the movement of aircraft or aerial devices on the ground
 - b) aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars
- 2) **Damage**
 - a) Damage to Property belonging to or in the care, custody or control of the Insured Person
 - b) Damage to premises (or to the fixtures and fittings therein) which are not Your Property but are occupied by You under a leasing or rental agreement if such Damage is covered by any other insurance
 - c) Damage to Property in or on the Vehicle
 - d) Damage to the Vehicle
- 3) **Defective Goods or Treatment**
death of or bodily injury to any person or Damage to Property caused by or attributable to:
 - a) any defect other than caused by or attributable to crossover in or the action of any commodity or goods or anything including any packaging, container and label transported by or disposed of from the Vehicle or any motor Vehicle not Your Property or provided by You
 - b) treatment given or services provided at or from the Vehicle or any other motor Vehicle
- 4) **Employers' Liability**
death of or bodily injury to any person arising out

of or in the course of that person's employment by the person claiming indemnity if insurance cover in respect of liability for such death or bodily injury is provided as a requirement of any compulsory employers' liability legislation within the Geographical Limits

5) Loading or Unloading

- a) death of or bodily injury to any person or Damage to Property caused or occurring beyond the limits of any road in connection with:
 - i) the bringing of the load to any Vehicle for loading thereon
 - ii) the taking away of the load from any Vehicle after unloading therefrom
 - iii) by any person other than the driver or attendant of such Vehicle

legal liability in respect of Spillage or Crossover

6) Other Insurances

any person other than You if that person is entitled to indemnity under any other insurance

7) Pollution or Contamination

death of or bodily injury to any person or Damage to Property directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance.

All pollution or contamination which arises out of one incident will be deemed to have occurred at the time such incident took place

8) Terrorism

any amount in excess of the sum stated in the schedule inclusive of Costs and Expenses or the minimum amount required under the compulsory motor insurance legislation in the country in which the insured Event occurs whichever is the greater directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with terrorism.

In any action or suit or other proceedings where We allege that by reason of this exclusion cover is not provided under this section the burden of proving that cover is provided under this section will be upon You

9) Tool of Trade

death of or bodily injury to any person or Damage to Property arising while a Commercial Vehicle or plant forming part of such Commercial Vehicle or attached thereto is working as a tool of trade.

This exclusion does not apply to any:

- a) goods carrying Commercial Vehicle

SECTION 4 – LIABILITY TO THIRD PARTIES

- b) forklift truck
- c) agricultural tractor, self-propelled agricultural or forestry machine or any trailer attached to such Vehicle other than death of or bodily injury to any person or loss of or Damage to Property caused by or attributable to the spraying or spreading of any chemical by an agricultural tractor, self-propelled agricultural or forestry machine or any trailer attached to such Vehicle

10) **Trade Plates**

death of or bodily injury to any person or Damage to Property in connection with any Vehicle bearing a trade plate caused or arising beyond the limits of a road except when during the course of the journey it is temporarily garaged elsewhere than in or on any premises which You own or occupy

11) **Unlicensed Drivers**

liability if to the knowledge of the Insured Person the driver does not hold a licence unless the driver has held and is not disqualified from holding or obtaining such a licence

12) **Wrongful Delivery**

death of or bodily injury to any person or Damage to Property directly or indirectly caused by:

- a) delivery of a load where such delivery was not authorised, not ordered or unlawful
- b) delivery whether correctly or incorrectly carried out to Your customer of goods which do not conform strictly to the specification of or the order for the goods made by such customer.

Notes

Exclusions 1, 3, 5, 7, 9 and 12 will not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the Geographical Limits.

Exclusion 11 will not apply in respect of Section 4.7. Exclusions 5 and 12 will not apply in respect of Section 4.8.

Provision to Section 4

1 Limit of Indemnity

Our liability will not exceed the sum stated in the schedule or such greater sum as may be required by the compulsory motor insurance legislation in the country in which the insured Event occurs.

SECTION 5 – DAMAGE TO VEHICLES

The Cover

We will indemnify You in respect of Damage to the Vehicle and Accessories of the Vehicle.

This indemnity will not exceed the market value of the Vehicle immediately before such Damage and in respect of any Vehicle bearing a trade plate indemnity will be limited to the amount stated in the schedule or the market value of the Vehicle immediately before such Damage, whichever is the lesser.

5.1 Age and Inexperienced Driver Excess

In respect of Damage to the Vehicle while being driven by or in the charge of any person who is:

- a) under 21 years of age
- b) under 25 years of age
- c) aged 25 years or over and:
 - i) holds a provisional licence
 - ii) has held a licence other than a provisional licence for less than 12 months

You will be liable to pay or refund to Us the additional excess stated in the schedule.

5.2 Customs Duty

We will indemnify You against liability for the enforced payment of customs duty where such liability arises directly from Damage covered under this section.

5.3 Hire of Replacement Vehicle

If any goods carrying Commercial Vehicle or Car is lost by theft or impounded by any public authority following any occurrence which could give rise to a claim under this policy We will pay up to the amount stated in the schedule in respect of any one Event for each Vehicle for the reasonable cost of hiring a replacement vehicle of the same or like type for a period not exceeding 28 days from the date of the occurrence.

Provided always that:

- a) We will not be liable for the first 2 days of such costs in respect of any Car or the first 7 days of such costs in respect of any goods carrying Commercial Vehicle
- b) such a replacement is available.

5.4 New Vehicle Replacement

In respect of any goods carrying Commercial Vehicle or Car within one year of first registration as new:

- a) when the cost of repair for Damage exceeds the percentage stated in the schedule of the manufacturer's recommended retail price plus taxes
- b) is lost by theft and not recovered

We will replace it with a new vehicle of the same manufacturer and of the same or like type.

Provided always that:

- i) You request it; and
- ii) any other interested party known to Us consents; and
- iii) such a replacement is available
- iv) We will not be liable for a sum greater than the market value of the Vehicle at the time of Damage if the value of the Vehicle declared to Us is not equal to the original purchase price of the Vehicle when new.

5.5 Other Charges

We will indemnify You against general average contribution and salvage and sue and labour charges incurred during the transportation of the Vehicle by sea.

Provided always that:

- a) such Vehicle is covered against Damage under this section
- b) the contribution relates to the value of such Vehicle.

5.6 Recovery and Re-delivery

We will indemnify You for the reasonable cost of removing the Vehicle from the place where Damage occurred to the premises of the nearest competent repairer and re-delivery to You within the Territorial Limits after repair.

5.7 Residual Value

In respect of any goods carrying Commercial Vehicle or Car within one year of registration and leased to You when:

- a) lost by theft and not recovered
- b) Damage is beyond economic repair

We will pay to the leasing company the written down valuation of the Vehicle in accordance with the conditions of the leasing agreement (residual value) or the market value of the Vehicle immediately before such Damage whichever is the greater subject to the difference not

SECTION 5 – DAMAGE TO VEHICLES

exceeding 20% of the market value of the Vehicle immediately before such loss or Damage.

Provided always that:

- i) We will not be liable for any excise duty or maintenance charge
- ii) in respect of any Vehicle bearing a trade plate the amount payable will not exceed the amount stated in the schedule.

5.8 Service and Repair

We will indemnify You when the Vehicle is in the custody or control of a member of the motor trade for service or repair.

5.9 Theft of Keys

If the keys or any other removable ignition device or lock transmitter for the Vehicle are stolen by forcible and violent means or robbery We will at Your request pay up to the amount stated in the schedule in respect of any one occurrence for each Vehicle to replace:

- a) the door locks and/or boot lock
- b) the ignition and/or steering lock
- c) the lock transmitter and/or central locking interface.

Provided always that:

- i) any other interested party known to Us consents; and
- ii) this indemnity will not exceed the market value of the Vehicle immediately before loss or Damage; and
- iii) We will not be liable for the cost of replacing any alarms or security devices fitted to the Vehicle.

5.10 Unauthorised Use

We will indemnify You for Damage while the Vehicle is being used or driven by any person without Your knowledge or consent for any purpose not permitted provided always that You will take all reasonable precautions to ensure that all persons who may use or drive the Vehicle are made aware of the permitted purposes of use as stated in this policy.

Exclusions to Section 5

This section does not cover:

- 1) **Deception**
Damage caused by deception
- 2) **Diminution in Value**

any diminution in the value of the Vehicle

3)

Sonic Bangs

Damage to the Vehicle caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds

4)

Theft when Keys Used

Damage caused by theft or attempted theft while the ignition keys or any other removable ignition device of the Vehicle have been left in or on the Vehicle except:

- a) during the process of loading or unloading any tank, tank trailer, tank container or isotank when the process is not possible without such keys or device being left in or on the Vehicle
- b) when the leaving of such keys or device in or on the Vehicle is a requirement of any public authority

5)

Trade Plates

Damage to any Vehicle bearing a trade plate arising beyond the limits of a road except when during the course of a journey it is temporarily garaged elsewhere than in or on any premises which You own or occupy

6)

Wear and Tear, Depreciation, Loss of Use, Breakdown or Damage to Tyres

- a) wear and tear
- b) depreciation
- c) loss of use
- d) mechanical, electrical, electronic or computer breakage, failure or breakdown
- e) Damage to tyres caused by braking or by cuts, punctures or bursts.

Provision to Section 5

1

Hire Purchase and Leasing Agreements

If to Our knowledge the Vehicle is the subject of a hire purchase or leasing agreement any payment for Damage to the Vehicle which is not made good by repair or replacement may at Our discretion be made to the owner whose receipt will be a full discharge of Our liability.

2

Repairs

You may authorise reasonable and necessary repairs without previously obtaining Our consent provided always that notification in accordance with general condition 3 is given to Us without delay and a detailed estimate of the costs of repair is sent to Us as soon as possible.

SECTION 6 – GOODS IN TRANSIT

The Cover

We will indemnify You up to the amount stated in the schedule in respect of any one load for Damage to any goods carried in any tank, tank trailer, tank container or isotank caused by fire, flood, theft, collision or overturning of any Vehicle from the time it is loaded for the immediate commencement of transit, while in the ordinary course of transit by any Vehicle and until delivered to Your customers' premises.

Exclusions to Section 6

This section does not cover:

- 1) **Consequential Loss**
any consequential loss of any nature whatsoever and howsoever arising
- 2) **Damage to Goods**
Damage to any goods carried in any Vehicle other than a goods carrying Commercial Vehicle
- 3) **Unattended Vehicle Theft Restriction**
Damage to any goods caused by or arising from theft or attempted theft of or from any unattended Vehicle unless at the time of the theft or attempted theft:
 - a) all doors, windows and other openings were closed, properly fastened and securely locked and any immobiliser and/or alarm system fitted to the Vehicle was set in full and effective operation and all keys or any other removable ignition device of the Vehicle were removed from the Vehicle; and
 - b) in respect of any Vehicle left unattended overnight or for more than 8 consecutive hours the Vehicle was either garaged in a building which was securely closed and locked or parked in a walled or fenced compound secured by locked gates or to which entry or exit was controlled by professional security personnel.

SECTION 7 – PERSONAL EFFECTS

The Cover

We will at Your request provide indemnity up to the amount stated in the schedule for any one occurrence in respect of Damage to personal effects while in or on the Vehicle.

The owner's receipt will be a full discharge of our liability.

Exclusions to Section 7

This section does not cover:

- 1) **Goods or Samples**
goods or samples carried in connection with any business
- 2) **Money or Securities**
money, tickets, credit, debit or charge cards, stamps, cheques, bonds, securities or documents of any description.

SECTION 8 – MEDICAL EXPENSES

The Cover

We will pay You medical expenses incurred by the driver or any other person travelling in or on the Vehicle following injury caused by violent, accidental, external and visible means in direct connection with the Vehicle.

Our liability under this section is limited to the amount stated in the schedule in respect of each person injured.

SECTION 9 – PERSONAL ACCIDENT

Special Definitions

Accident

- a) Violent, accidental external and visible means
- b) unavoidable exposure to the elements.

Loss of Limb

Total loss by physical separation at or above the wrist or ankle or permanent loss of use of an entire hand, arm, foot or leg.

Loss of Sight

Permanent and total loss of sight:

- a) in both eyes if name entered on the register of blind persons on the authority of a fully qualified ophthalmic specialist
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on Snellen Scale.

The Cover

In the event of any driver authorised by You sustaining bodily injury by Accident during the period of insurance resulting in:

- a) death
- b) loss of limb
- c) loss of sight
- d) permanent total disablement proved to our satisfaction other than as stated in a) to c) above from engaging in or giving attention to any occupation or profession

We will pay to You the amount stated in the schedule.

Provided always that:

- i) such bodily injury occurs in direct connection with the Vehicle
- ii) such death or disablement occurs independently and exclusively of any other cause within 12 months of sustaining bodily injury
- iii) our liability will not exceed the amounts stated in the schedule in respect of any one driver and any one Event.

Exclusions to Section 9

This section does not cover bodily injury:

- 1) **Age Limits**
sustained by any driver aged under 17 years or over 75 years

2)

Causes

caused by the driver being intoxicated or using illegal drugs, committing or attempting suicide or exposing themselves to unnecessary danger except in an attempt to save human life

3)

Biological, Chemical, Radioactive or Nuclear Risks

directly or indirectly arising out of, contributed to by or resulting from actual, threatened, feared or perceived use of biological, chemical, radioactive or nuclear agent, material, device or weapon.

SECTION 10 – LEGAL EXPENSES

As a DAS Business Vehicles Legal Protection Policyholder, Your business is now protected by Europe's leading legal expenses insurer. DAS Legal Expenses Insurance Company Limited is the underwriter and provides the legal protection insurance under Your policy.

The legal advice services are provided by DAS Law Limited and/or a law firm, chosen by DAS, on behalf of DAS ('DAS', 'We', 'Us' or 'Our' for the purposes of these services).

To make sure that You get the most from your DAS cover, please take time to read this section which explains the contract between You and Us.

If You have any questions or would like more information, please contact Your insurance adviser or DAS if You have bought the policy direct.

It will help if you keep the following points in mind:

After a Motor Accident

If an Insured Person is involved in an accident, write down as many details as possible, including the names and addresses of anyone who may have seen the accident. If You want to make a claim under this section, let DAS have this information as soon as possible.

You can, either by giving it to Your insurance adviser or by sending it to Us at the address below.

If you are not sure what to do after an accident, you can call our EuroLaw Commercial Legal Advice Service on 0344 893 9027.

If an insured vehicle cannot be driven

If an Insured Vehicle cannot be driven after an accident, our Drivers' Assistance Service can arrange for a garage to tow it to a place You choose. You will have to pay the towing costs, so remember that most motor insurers only give cover for towing to a nearby garage.

However, if the accident was not the Insured Person's fault, we can usually recover the towing costs as part of Your claim for uninsured losses under this policy.

How DAS help you

Once You have sent DAS the details of Your claim and we have accepted it, we will start to resolve Your legal problem. DAS normally deal with claims through our Motor Claims Centre but sometimes we use appointed solicitors. Claims outside the United Kingdom may be dealt with by other DAS offices elsewhere in Europe.

For claims where the Driver at fault cannot be traced or does not have valid motor insurance, we will notify the Motor Insurers' Bureau which may be able to help.

Details on how to make a claim can be found in Your schedule.

You can phone DAS at any time on 0344 893 9027 for legal advice on any business related legal problem or for help with general motoring emergencies. You can also contact

DAS on the same telephone number to access the Accident Management Service and Drivers' Travel Assistance Service.

When DAS cannot help

Please do not ask for help from a solicitor or hire a vehicle before DAS have agreed. If You do, DAS will not pay the costs involved.

Legal Expenses Helpline Services

EuroLaw Commercial Legal Advice

Call 0344 893 9027

DAS will give the Policyholder confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal adviser. However if this is not possible they will arrange a call back at a time to suit you.

DAS legal advisers provide advice on the laws of England and Wales 24 hours a day, seven days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, DAS will refer you to one of their specialist advisers. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will call you back.

Tax Advice Service

Call 0344 893 9027

DAS will give the Policyholder confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

Tax advice is provided by tax advisers 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back.

Drivers' Assistance

Call 0344 893 9027

DAS will arrange help for an Insured Person if the Insured Vehicle cannot be driven because of an accident or breakdown in Europe.

DAS will ask a contractor to help, but the Insured Person must pay the contractor's costs, including all call-out charges.

If you are calling from outside of the UK please phone Us on +44 117 934 0552.

Counselling Service

Call 0344 893 9027

DAS will provide an Insured Person with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary or professional services.

SECTION 10 – LEGAL EXPENSES

Any costs arising from the use of these referral services will not be paid by DAS.

The counselling service helpline is open 24 hours a day, seven days a week.

DAS will not accept responsibility if the Helpline Services fail for reasons they cannot control.

Definitions Applicable to Section 10 only

These Definitions apply to Section 10 of this policy wherever these words or phrases appear starting with an upper case letter except where otherwise stated

Appointed lawyer

The lawyer, or other suitably qualified person, who has been appointed to act for an Insured Person under Condition 2 of this section.

Date of Occurrence

The date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same originating cause, then the date of occurrence is the date of the first of these events.

DAS/ Our/ Us/ We

DAS Legal Expenses Insurance Company Limited.

DAS Head and Registered Office:
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

Registered in England and Wales | Company number 103274. Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office:
DAS Law Limited
North Quay
Temple Back
Bristol
BS1 6FL

Registered in England and Wales | Company number 5417859. Website: www.daslaw.co.uk

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority | Registered number 423113.

Insured Person

1. The Policyholder and the directors, partners, managers and all other employees of the Policyholder.
2. Any passenger or driver who is in or on the Insured Vehicle with the Policyholder's permission.

3. Anyone claiming under this policy must have the Policyholder's agreement to claim.

Insured Vehicle

Any vehicle as shown in the policy schedule and which is owned by, or hired or leased to, the Policyholder.

It also includes any caravan or trailer attached to this vehicle by normal means for towing.

Legal Costs

All reasonable and necessary costs charged by the appointed lawyer on a standard basis. Also the costs incurred by opponents in civil cases if an Insured Person has to pay them or pays them with our agreement.

Period of Insurance

The period for which we have agreed to cover the Insured Person and for which the premium has been paid.

Policyholder/ You

As shown in the policy schedule.

Motor Claims Centre

This centre carries out recovery, hire and repair services and deals with the administration of the Insured Person's claim.

Territorial Limits

For Insured Incident (b) Replacement Vehicle Hire

England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.

For all other Insured Incidents:

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).

Vehicle Hire Costs

The cost of hiring a replacement car or standard commercial vehicle for one continuous period.

Insured Incidents

For advice and to make a claim call 0344 893 9027

What is covered

Accident Loss Recovery and Personal Injury

(a) Uninsured Loss Recovery and Personal Injury

We will negotiate to recover the Insured Person's uninsured losses and costs after an event which:

- (i) causes damage to the Insured Vehicle or to property in or on it; or
- (ii) causes the death of, or bodily injury to, an Insured Person while the Insured Person is in or on the Insured Vehicle.

(b) Replacement Vehicle Hire

DAS will pay the vehicle hire costs after an accident involving a collision between the Insured Vehicle and another vehicle, as long as:

- (i) the Insured Vehicle cannot be driven; and
- (ii) the accident was entirely the other person's fault; and
- (iii) DAS have already agreed to pay the vehicle hire costs.

What is not covered

An event under Insured Incident 1(a) which causes the death of, or bodily injury to, any passenger (other than directors, partners, managers and other employees of the Policyholder) in an Insured Vehicle with more than 17 seats.

Exclusions Applicable to Section 10 Only

1. A claim where the Insured Person has failed to notify Us of the insured incident within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that we have agreed to) or of making a successful defence.
2. Any legal costs and vehicle hire costs that are incurred before we agree to pay them.
3. Any claim under insured incident(a) Uninsured Loss Recovery and Personal Injury relating to a contract made between the Insured Person and the third party.
4. The Insured Vehicle being used by anyone who does not have valid motor insurance.
5. Any claim caused by, contributed to by or arising from:
 - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force
 - d) or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000;
 - e) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
6. Any disagreement with Us that is not in Condition 7.
7. Any legal action an Insured Person takes which we or the appointed lawyer have not agreed to or where the insured person does anything that hinders Us or the appointed lawyer.
8. Vehicle hire costs if an Insured Person is claiming against a person who does not have valid motor insurance or cannot be identified or traced; or when an Insured Person makes their own arrangements for vehicle hire after an insured incident.
9. When either at the commencement of, or during the course of a claim notified under this section, the Policyholder is bankrupt or has committed an act of bankruptcy or has made an arrangement

SECTION 10 – LEGAL EXPENSES

- with its creditors or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.
10. Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
 11. Any claim relating to a prosecution deliberately or intentionally solicited by an Insured Person.
 12. An application for judicial review.
 13. Patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy, confidentiality agreements, agency rights and franchise rights.
 14. Fines, damages or other penalties which the Policyholder is ordered to pay by a court or other authority.
 15. Any claim where an Insured Person is not represented by a law firm or barrister.
- (c) Before an Insured Person chooses a lawyer, DAS can appoint an Appointed Lawyer.
 - (d) Any Appointed Lawyer will be appointed by DAS and represent an Insured Person according to their standard terms of appointment (which may include a 'no win, no fee' agreement). The Appointed Lawyer must co-operate fully with DAS at all times.
 - (e) DAS will have direct contact with the Appointed Lawyer.
 - (f) An Insured Person must co-operate fully with Us and with the Appointed Lawyer and must keep DAS up-to-date with the progress of the claim.
 - (g) An Insured Person must give the Appointed Lawyer any instructions that DAS ask for.
3. (a) An Insured Person must tell DAS if anyone offers to settle a claim.
 - (b) If an Insured Person does not accept a reasonable offer to settle a claim, DAS may refuse to pay further Legal Costs.
 - (c) An Insured Person must not negotiate or agree to settle a claim without the approval of DAS.
 - (d) DAS may decide to pay an Insured Person a reasonable amount subject to the maximum sum recoverable at law in settlement of damages that an Insured Person is claiming or which is being claimed against them instead of starting or continuing legal proceedings.

Conditions Applicable to Section 10 only

1. An Insured Person must:
 - (a) keep to the terms and conditions of this policy;
 - (b) notify Pen Underwriting immediately of any alteration which may materially affect Our assessment of the risk;
 - (c) take reasonable steps to keep any amount we have to pay as low as possible;
 - (d) try to prevent anything happening that may cause a claim;
 - (e) send everything we ask for, in writing;
 - (f) give Pen full details of any claim as soon as possible and give Us any information we need.
 2. (a) DAS can take over and conduct in the name of the Insured Person, any claim or legal proceedings at any time before an Appointed Lawyer is appointed. DAS can negotiate any claim on behalf of an Insured Person.
 - (b) An Insured Person is free to choose an Appointed Lawyer (by sending DAS the lawyer's name and address) if:
 1. (DAS agree to start legal proceedings and it becomes necessary for an Appointed Lawyer to represent the interests of an Insured Person in those proceedings; or
 2. there is a conflict of interest.
4. (a) If DAS ask, an Insured Person must tell the Appointed Lawyer to have legal costs taxed, assessed or audited.
 - (b) An Insured Person must take every step to recover legal costs that DAS have to pay and must pay DAS any legal costs that are recovered.
5. If an Appointed Lawyer refuses to continue acting for an Insured Person with good reason, or if an insured person dismisses an Appointed Lawyer without good reason, the cover we provide will end at once, unless we agree to appoint another Appointed Lawyer.
 6. If an Insured Person stops a claim without the agreement of DAS, or does not give suitable instructions to an Appointed Lawyer, the cover we provide will end at once.
 7. If there is a disagreement about the way DAS handle a claim that is not resolved through our internal complaints procedure, the Insured Person can contact the Financial Ombudsman Service for help.
 8. You can cancel this section by telling DAS at any

time as long as you tell DAS at least 14 days beforehand. DAS can cancel this section at any time as long as DAS tell You at least 14 days beforehand.

If the policy is cancelled under General Condition 2 this section will also be cancelled from the same date.

9. Subject to the terms of business between You and the person who sold You this policy, You may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between You and the person who sold You this section. Please contact them directly for full details of charges.

10. DAS will, at their discretion, void this section (make it invalid) from the date of claim, or alleged claim, and/or DAS will not pay the claim if:
- (a) a claim the Insured Person has made to obtain benefit under this section is fraudulent or intentionally exaggerated, or
- (b) a false declaration or statement is made in support of a claim.

Where the above circumstances apply, as part of our fraud prevention measures DAS will, at our discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.

11. DAS will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
12. This policy will be governed by English law.

Data protection

To provide and administer the legal advice service and legal expenses insurance we must process the personal data

(including sensitive personal data such as convictions) that we collect from you in accordance with our Privacy Policy.

To do so, we may need to send this information to other parties, such as lawyers or other experts, the court, insurance intermediaries or insurance companies. To give you legal advice, we may have to send information outside the European Economic Area.

In doing this, we will comply with the Data Protection Act 1998. Unless required by law or by a professional body, we will not disclose personal data about an insured person to any other person or organisation without written consent.

For any questions or comments, or requests to see a copy of the information we hold about you, please write to the

Group Data Protection Controller at our Head Office address as noted in the Definitions within this section.

How to make a complaint – This section only

We always aim to give you a high quality service. If you think we have let you down, please write to our Customer

Relations Department at our DAS Head Office address.

Or you can phone Us on 0344 893 9013 or email Us at customerrelations@das.co.uk

Details of our internal complaint-handling procedures are available on request.

If you are still not satisfied and are a small business, you can contact the Insurance Division of the Financial Ombudsman

Service at:
Exchange Tower
Harbour Exchange Square
London
E14 9SR

You can also contact them on: 0800 023 4567 (free from a landline), 0300 123 9123 (free from some mobile phones) or email them at complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service.

You can contact the Legal Ombudsman Service at:
PO Box 6806
Wolverhampton
WV1 9WJ

You can also contact them by telephone on 0300 555 0333 or email them at enquiries@legalombudsman.org.uk

Website: www.legalombudsman.org.uk

SECTION 11 – GENERAL EXCLUSIONS

The following exclusions do not apply to Section 10. Otherwise they apply to the remainder of this policy except as stated below

This policy does not cover:

1) Contractual Liability or Liquidated Damages

any liability assumed by You alone by agreement which would not have attached in the absence of such agreement and any indemnity in respect of liquidated damages or under any penalty clause

2) Earthquake or Riot

any accident, death, bodily injury or Damage to Property arising during or in consequence of:

- a) earthquake occurring outside the Territorial Limits or any other member of the European Union
- b) riot or civil commotion occurring:
 - i) in Northern Ireland
 - ii) outside Great Britain, the Isle of Man, the Channel Islands or any other member of the European Union.

This exclusion will not apply to claims under Sections 4 and 9

3) Lessor Negligence

the owner of a Vehicle leased to You where liability is caused by the negligence of such owner or the servants or agent of such owner

4) Nuclear and War Risks and Government or Public Authority Order – Not applicable to Section 9

death, injury, disablement or Damage to any Property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any Nuclear Installation, Nuclear Reactor or other nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
- e) except in so far as is necessary to meet the requirements of the compulsory motor insurance legislation in the country in which the insured Event occurs:
 - i) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power
 - ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority

5) Unauthorised Use

any claim while the Vehicle is with Your general consent being:

- a) used for any purpose not permitted under the Certificate
- b) driven by any person not authorised under the Certificate.

This exclusion will not apply to claims under Sections 4.7 and 5.8

6) Unlicensed Drivers

any claim while the Vehicle is being driven:

- a) by You unless You hold a licence or have held and are not disqualified from holding or obtaining such a licence
- b) with Your general consent by any person who You know does not hold a licence unless such person has held and is not disqualified from holding or obtaining such a licence.

This exclusion will not apply to claims under General Provision 4 and Section 9.

SECTION 12 – GENERAL PROVISIONS

1) Discharge of Liability

We may at any time pay any limit of indemnity after deduction of any sum already paid or any lower amount for which any claim can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with our written consent prior to the date of such payment.

2) Joint Liabilities

If You comprises more than one party We will indemnify each party as though a separate policy had been issued to each of them provided always that the total amount of indemnity to all such parties will not exceed the amount payable if You comprised only one party and in any Event will not exceed any limit of indemnity stated in the schedule.

3) Trailers

The cover applicable to the Vehicle applies to any trailer in Your care custody or control declared to Us by identification mark as if it was a Vehicle while attached to or detached from the Vehicle and not attached to any other motor vehicle.

In addition Section 4 will apply to any trailer in Your care, custody or control but only to the extent necessary to meet the requirements of any compulsory motor insurance legislation operative within the Geographical Limits.

We will not be liable for:

- a) any liability if a trailer is being towed otherwise than in accordance with the law
- b) Damage to Property being carried in or on a trailer.

You will take all reasonable steps to safeguard the trailer from Damage.

4) Unlicensed Drivers

The requirement of the Certificate that the driver must hold a licence or have held and not been disqualified from holding or obtaining such a licence will not apply in circumstances where a licence to drive is not required by law.

Provided always that:

- a) the terms of the Certificate will otherwise apply
- b) in respect of the Vehicle other than any agricultural tractor or self-propelled agricultural or forestry machine the person driving is of an age to hold a licence to drive the Vehicle on a road.

SECTION 13 – GENERAL CONDITIONS

The following conditions apply to the whole policy except Section 10

1) Arbitration

If We admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by You and Us in accordance with the law at the time. You may not take any legal action against Us over the dispute before the arbitrator has reached a decision.

2) Cancellation

This policy may be cancelled:

- a) by Us sending 30 days notice by special delivery mail to You at Your last known address (and in the case of Northern Ireland to the Department of Environment Northern Ireland) and in such event You will be entitled to a return of premium in respect of the unexpired portion of the period of insurance
- b) at any time mutually agreed between You and Us. If cancellation is during the first year of insurance any return premium will be calculated using Our current short period rates otherwise a pro rata refund of premium will be allowed.
- c) immediately (subject to the terms of the Consumer Credit Act 1974 if applicable) if You have applied to pay the premium by instalments and an instalment is not received by due date. In these circumstances Your credit agreement will also be cancelled immediately.

3) Claims Procedures

- a) Your Responsibilities

It is agreed that:

- i) on the happening of any Event which could give rise to a claim or on receiving verbal or written notice of any claim You will:
 1. as soon as reasonably possible give notice to Us or Pen Underwriting Limited; and
 2. as soon as reasonably possible notify the police in respect of any Damage caused by theft, attempted theft or malicious persons; and
 3. as soon as reasonably possible forward to Us or Pen Underwriting Limited any notice of prosecution, inquest or fatal inquiry and every letter, claim, writ or summons issued against You; and

4. take action to minimise the Damage and to prevent further Damage or injury; and
5. at Your own expense and as soon as reasonably possible after any Damage supply full details of the claim to Us together with any evidence and information that may be reasonably required for the purpose of investigating or verifying the claim and if demanded a statutory declaration of the truth of the claim and any matters connected therewith

- ii) no settlement, admission of liability, payment or promise of payment will be made to a third party without our written consent.

b) Our Rights

We will:

- i) be entitled to take over the defence or settlement of any claim made upon You or any person entitled to indemnity under this policy by any other party and You will give all assistance as may be reasonably required by Us; and
- ii) be entitled to possession and ownership of the Vehicle or its remains if any payment is made for actual or constructive total loss of the Vehicle or under Section 5.4 or 5.7; and
- iii) be entitled to take the benefit of any rights of Yours against any other party before or after You have received indemnity under this policy and You will give all assistance as may be reasonably required by Us.

4) Fraudulent Claims

If You or anyone acting on Your behalf:

- a) makes a fraudulent or exaggerated claim under this policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this policy for loss or Damage which You or anyone acting on Your behalf or in connivance with You deliberately caused; or

- e) realises after submitting what You reasonably believed was a genuine claim under this policy and then fails to tell Us that You have not suffered any loss or Damage; or
- f) suppresses information which You know would otherwise enable Us to refuse to pay a claim under this policy

We will be entitled to refuse to pay the whole of the claim and recover any sums that We have already paid in respect of the claim.

We may also notify You that We will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If We terminate this policy under this condition You will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an Insured Person and not on behalf of You this condition should be read as if it applies only to that Insured Person's claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

5) Increase in Risk

You must notify Us as soon as possible during the period of insurance if there is any change in circumstances or to the material facts previously disclosed by You to Us or stated as material facts by Us to You which increases the risk of accident, injury, loss, Damage or liability.

Upon notification of any such change We will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to Us then We are under no obligation to agree to make them and may no longer be able to provide You with cover.

If You do not notify Us of any such change We may exercise one or more of the options described in clauses c) i), ii) and iii) the Duty of Fair Presentation section at the start of this policy but only with effect from the date of the change in circumstances or material facts.

6) Observance

The due observance and fulfilment of the terms and conditions of this policy by You in so far as they relate to anything to be done or complied with by You will be a condition precedent to our liability to make any payment under this policy.

Upon proof of breach of this condition We will be entitled to recover from the Insured Person all sums paid by Us including those for which We would not have been liable but for the provisions of any compulsory motor insurance legislation operative within the Geographical Limits.

7) Other Insurances

If at the time of any occurrence giving rise to a claim there is any other insurance effected by You or on Your behalf providing an indemnity in respect of such claim our liability will be limited to its rateable proportion. If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy in whole or in part or from contributing proportionally our liability under this policy will be limited to any excess beyond the amount which would be payable under such other insurance had this policy not been effected.

Provided always that nothing in this condition will impose on Us any liability from which We would have been relieved under section 4.9 or exclusions 2b) and 6 to section 4.

8) Premium Adjustment

Prior to the commencement of the period of insurance You will pay to Us an agreed premium deposit. You will supply to Us on request the necessary information required to calculate the actual premium in accordance with the rates agreed between You and Us. If the premium due differs from the deposit the difference will be adjusted as appropriate.

9) Reasonable Care

You will comply with all regulations imposed by any competent authority and take all reasonable precautions to prevent or minimise accident, injury or Damage. In addition You will comply with maker's recommendations made in respect of equipment insured under this policy.

10) Sanctions

Notwithstanding any other terms of this policy We will be deemed not to provide cover nor will We make any payment or provide any service or benefit to You or any other party to the extent that such cover, payment, service, benefit and/ or any Business or activity of Yours would violate any applicable trade or economic sanctions law or regulation.

11) Vehicle Information

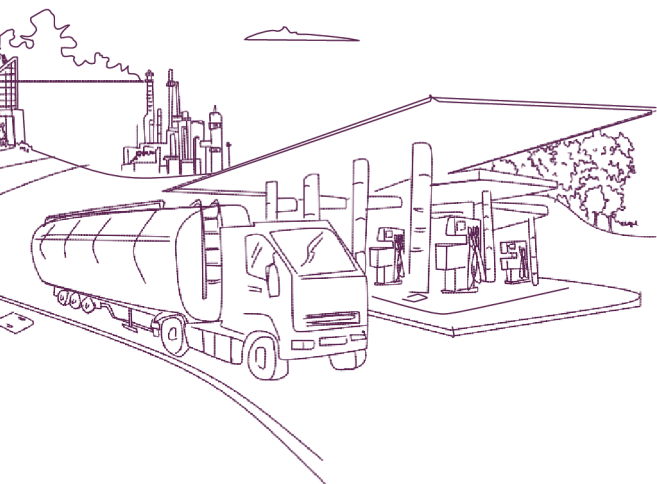
You will supply details of any Vehicle whose use is insured under this policy as required by the relevant law applicable within Great Britain and Northern Ireland for entry on the Motor Insurance Database.

12) Vehicle Maintenance

You will at all times maintain the Vehicle in an efficient and roadworthy condition.

13) Vehicle Security

You will take all reasonable steps to safeguard the Vehicle from Damage.



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