

fleet



motor insurance
policy

These guidance notes are to help you understand this insurance. They do not form part of the contract but must be read with the full text of your document.

Important

We rely on the information you have supplied. If any information shown in the schedule or the Certificate of Motor Insurance is to change, you must tell us immediately through your broker. If you fail to do so you may not be covered by this insurance.

Fleet Motor Insurance Policy

Preamble

This document is a legally binding contract of insurance between you (the Insured) and us (Link Insurance Company Limited). The contract is based on the information you provided in your signed proposal form or statement of fact.

We have agreed to insure you under the terms, conditions and exceptions contained in this document or in any endorsement applying to this document. The insurance provided by the document covers any liability loss or damage that may occur during any period of insurance for which you have paid, or agreed to pay the premium. Unless specifically agreed otherwise, this insurance shall be subject to English Law.

Contracts (rights of third parties)

The parties to this policy are you and us and any person or company who is not a party to this policy has no right under the contract (Rights of Third Parties) Act 1999. This does not affect any right or remedy of a third party that exists or is available apart from that Act.

Signed



Andrew Haynes, Chief Executive,
Link Insurance Company Limited
Authorised Insurers, registered in Gibraltar No 89254
Registered Office: Suite 743B, Europort, Gibraltar

Link Insurance Company Limited is licensed by the Commissioner of Insurance under the Insurance Companies Ordinance to carry on insurance business in Gibraltar and regulated by the Financial Services Authority for the conduct of UK business (FSA Register Number 230684)

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Guidance Notes

The words or phrases shown opposite have the same meaning whenever they appear in the document and in the Certificate of Motor Insurance, Schedule and Endorsements.

We should be told via your broker, if there is to be any alteration to these details. Your insurance will be brought up to date by the issue of a new Schedule and or endorsements

Definitions

we/us/our	Link Insurance Company Limited.
you	The Insured policyholder named in the Schedule or Certificate of Motor Insurance.
The Schedule	<p>Details of the Insured and insurance protection provided which forms part of this document of insurance.</p> <p><i>This document is not effective unless accompanied by a schedule which correctly and fully identifies:-</i></p> <p>You, your address, your business, the insured vehicle, the terms of your insurance cover and the period for which cover operates. The Certificate of Motor Insurance also identifies the insured vehicle, the persons who are insured to drive and the uses for which the vehicle is insured.</p>
The insured vehicle	The insured vehicle whose details and registration number are shown in the Policy Schedule. Fitted accessories other than in-vehicle entertainment, communication and navigation equipment are included within this definition.
Certificate of Motor Insurance	A document which is legal evidence of your insurance and is required by law, which forms part of this document and which must be read with this document.
Proposal form or Statement of Fact	The proposal for insurance and declaration completed by you or on your behalf or a statement of fact upon which we have relied in entering into this contract. If there is any alteration to the facts shown in this form/statement you should tell your broker.
Broker	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.
Endorsements	A change in terms of this insurance which replaces the standard insurance wording and is printed on or issued with the schedule.
Excess	A contribution by you towards the cost of a claim under this insurance. An amount which is not covered by insurance.
Period	The period shown as the effective dates on the schedule and any period for which we accept renewal of the insurance and a Certificate of Motor Insurance is issued.
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. This value will be assessed by an automotive engineer in conjunction with the published trade guides at the time of loss. We may also consider private market research in arriving at the market value of the insured vehicle.
Roadworthy condition	Complying with the MOT and Department of the Environment Construction and Use regulations.
In-vehicle entertainment, communication and navigation equipment	Permanently fitted radios, cassette, compact disc or DVD players, telephones, CB radios and visual navigation equipment. Portable items and cassette tapes, compact discs or DVDs are not included within this definition.

Definitions

Terrorism

1. In the United Kingdom "terrorism" shall follow the interpretation as set out in Part 1 of the Terrorism Act 2000 or as per any subsequent amendments thereto or successors thereof (as replicated hereunder).
2. In any other territory which has equivalent legislation to the Terrorism Act 2000, "terrorism" will follow the definition in that legislation.
3. In any other territory the UK Terrorism Act 2000 or subsequent amendments thereto or successors thereof will be deemed to be the applicable definition.

Part 1 of the Terrorism Act 2000 - contains the following definition -

- "(1) In this Act 'terrorism' means the use or threat of action where -
- (a) the action falls within subsection (2),
 - (b) the use or threat is designed to influence the government or to intimidate the public or a section of the public, and
 - (c) the use or threat is made for the purpose of advancing a political, religious or ideological cause.
- (2) Action falls within this subsection if it -
- (a) involves serious violence against a person,
 - (b) involves serious damage to property,
 - (c) endangers a person's life, other than the person committing the action,
 - (d) creates a serious risk to the health or safety of the public or a section of the public,
 - (e) is designed to interfere with or seriously disrupt an electronic system.
- (3) The use or threat of action falling within the subsection (2) which involves the use of firearms or explosives is terrorism whether or not subsection 1(b) is satisfied."

Insurance provided

The level of cover provided by this insurance is shown on **your Schedule**. The sections of this Fleet Motor Insurance Policy that apply for each level of cover are as shown below. Cover is subject to any **endorsement** shown on **your Schedule**.

Comprehensive

All sections of this Policy apply.

Third Party Fire and Theft

Sections 1, 2 (Third Party Fire and Theft benefits only), 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 apply.

Third party only

Sections 1, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 apply.

Guidance Notes

This section shows the cover provided to certain categories of people allowed to drive the insured vehicle. When you are towing a trailer, the trailer is only covered for claims made against you.

We will pay legal costs and expenses that have been incurred with our consent.

This part explains where cover does not apply

We do not have to provide cover or settle claims under this section if any person claiming under this insurance can claim for the same loss from any other insurance

Section 1 : Liability to other people

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 caused by the use of **the insured vehicle** or an attached trailer or caravan:-

- **you**
- any person permitted to drive **the insured vehicle** under the **Certificate of Motor Insurance**
- **the insured vehicle** for Social Domestic and Pleasure purposes with your permission
- any passenger in the **insured vehicle**
- your employee or business partner in the event of an accident, occurring while **the insured vehicle** is being used for the business of your employee or partner.
- the legal representatives of any person who would have been covered under this section.

Third Party Property Damage Limits

There are limits to the amount of cover provided under this section for damage to property:

Private Motor Cars

For incidents where **the insured vehicle** is a private motor car 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 or £25,000,000 in total including all costs.

Commercial Motor Vehicles

For incidents where **the insured vehicle** is a commercial motor vehicle the most we will pay for property damage for any one claim, or series of claims arising out of any one event is £5,000,000 or £10,000,000 in total including all costs. These amounts are reduced to £1,000,000 (or £6,000,000 in total including all costs) for any one claim, or series of claims arising out of any one event if the liability arises from the use of or carriage of goods of a hazardous nature.

Legal Costs

If we give **you** written permission beforehand we will pay:

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

We will only pay these legal costs if they arise from an accident that is covered under this insurance

Exceptions to Section : 1

We shall not be liable –

- if the person claiming is otherwise insured
- for loss or damage to property belonging to or in the vehicle of any person insured under this section, or damage to the insured vehicle or property in it or being conveyed in it, or for not being able to use any such property
- if the death of or bodily injury to, any person covered under this section, unless a passenger in the insured vehicle, arises out of the course of his/her employment
- for death, bodily injury, loss damage and/or liability arising from the conveyance of passengers in excess of the seating capacity of the insured vehicle
- for death, bodily injury, loss damage and/or liability arising while a commercial vehicle or plant forming part of or attached to the commercial vehicle is working as a tool of trade. (This exception does not apply to any goods carrying commercial vehicle)
- for death, bodily injury, loss damage and/or liability 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 a vehicle
- for death, bodily injury, loss damage and/or liability to property caused or arising beyond the limits of any carriageway or thoroughfare in connection with:- the bringing of any load to the insured vehicle for loading thereon or the taking away of the load from the insured vehicle after unloading therefrom by any person other than the driver or attendant of the insured vehicle
- For any amount in excess of £1,000,000 in respect of damage to property where liability arises from the use of or carriage of goods of a hazardous nature.

Guidance Notes

We must provide this cover by law

Under this section we will provide cover when your vehicle suffers loss or damage (less any excess you must pay) caused by the events shown opposite.

Fire damage must be caused by flames, charring of overloaded wiring is not covered.

Loss or damage to in-vehicle entertainment, communication and navigation equipment, is also covered (less any excess you must pay)

These are the ways we may settle your claim

The market value of the insured vehicle in the event of a total loss will be based upon published trade guides. The insured vehicle then becomes our property.

This section restricts the amount we will pay if parts needed to repair the vehicle are unavailable.

We will not pay the cost of any repair or replacement which improves the insured vehicle.

If the insured vehicle suffers damage covered under the policy, we will pay the cost of removing it to the nearest repairer.

Unauthorised movement of Third Party Vehicles

We will provide cover to the Insured or any principal, director or employee of the Insured when liability arises out of an accident caused by or in connection with the moving without the authority of the owner of any vehicle parked in such a position as to obstruct the legitimate passage or the loading or unloading of the insured vehicle. In these circumstances the obstructing vehicle shall not be regarded as the property held in trust by or in the custody or control of the Insured.

Emergency Medical Treatment

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

Section 2 : Loss of or damage to the insured vehicle

If cover shown on your **Schedule** is **Comprehensive**:

We will cover **you** against loss or damage (less any **excess** that applies) to the **insured vehicle** caused by accidental or malicious damage and vandalism fire, lightning, self ignition and explosion, theft or attempted theft.

In-vehicle entertainment, communication and navigation equipment

We will pay an amount no greater than £1000 (less any excess that applies) in respect of any one occurrence for loss or damage caused to permanently fitted audio equipment, telephone and multi media equipment and satellite navigation systems.

Under this section we may either:-

- pay for the damage to be repaired
- or with your agreement provide a replacement vehicle
- or pay an amount of cash equivalent to the loss or damage.

The most we will pay will be either:-

the market value (total loss) of **the insured vehicle** immediately before the loss, including its fitted accessories

or the cost of repairing **the insured vehicle**, whichever is the lower.

If **the insured vehicle** is deemed to be a total loss the lost or damaged vehicle becomes **our** property once a claim is met under the policy

If **the insured vehicle** is the subject of a Hire Purchase Agreement payment shall be made to the owner whose receipt shall be a discharge of any claim under this section.

Repairs

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 UK list price or if not listed the price of those parts for the nearest comparable vehicle available in the UK. **We** may at **our** option use parts that have not been supplied by the original manufacturer to repair **the insured vehicle**.

We will not pay the cost of importing parts that are not available in the UK.

We will not pay the cost of any repair or replacement which improves **the insured vehicle**, or its accessories to a better condition than they were in before the loss or damage. If this does happen **you** must make a contribution towards the cost of repair or replacement.

Recovery and Protection

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

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

Guidance Notes

Under this section we will provide cover when your vehicle suffers loss or damage (less any excess you must pay) caused by the events shown.

Accidental or malicious damage and vandalism damage to or loss of contents or audio equipment, telephone and multi media equipment and satellite navigation systems is not covered.

Fire damage must be caused by flames, charring of overloaded wiring is not covered.

These are the ways we may settle your claim.

The market value of the insured vehicle in the event of a total loss will be based upon published trade guides.

The insured vehicle then becomes our property

If the insured vehicle suffers damage covered under the policy, we will pay the cost of removing it to the nearest repairer.

There are certain circumstances which are not covered and these are indicated opposite.

You must take all reasonable measures to avoid loss or damage.

Section 2 : Loss of or damage to the insured vehicle

If cover shown on your **Schedule** is **Third Party Fire and Theft**:

We will cover **you** against loss or damage (less any **excess** that applies) to **the insured vehicle** caused by fire, lightning, self ignition and explosion, theft or attempted theft.

Under this section we may either:

- pay for the damage to be repaired
- or with your agreement provide a replacement vehicle
- pay an amount of cash equivalent to the loss or damage.

The most we will pay will be either:-

The market value (total loss) of **the insured vehicle** immediately before the loss including its fitted accessories

or

the cost of repairing **the insured vehicle**, whichever is the lower.

If **the insured vehicle** is the subject of a Hire Purchase Agreement payment shall be made to the owner whose receipt shall be a discharge of any claim under this section.

If **the insured vehicle** is deemed to be a total loss the lost or damaged vehicle becomes **our** property once a claim is met under the policy.

Repairs

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 UK list price or if not listed the price of those parts for the nearest comparable vehicle available in the UK. **We** may at **our** option use parts that have not been supplied by the original manufacturer to repair **the insured vehicle**.

We will not pay the cost of importing parts that are not available in the UK.

We will not pay the cost of any repair or replacement which improves **the insured vehicle**, or its accessories to a better condition than they were in before the loss or damage. If this does happen **you** must make a contribution towards the cost of repair or replacement.

Recovery and Protection

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

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

Exceptions to Section : 2

This section of your insurance does not cover the following:

- The amount of any **excess** shown in the Schedule or on the insurance document or both
- Compensation for **you** not being able to use **the insured vehicle**
- Wear and tear, mechanical or electrical breakdown including failure of any equipment, integrated circuit, computer chip, computer software or computer related equipment and failure or breakages of any part due to application of brakes or road shocks
- Depreciation or loss of value following repairs.
- Loss of or damage to any audio equipment, telephone and multi media equipment and satellite navigation systems or their accessories which are fitted to **the insured vehicle** (except as insured under Section 2 : Comprehensive, of this insurance)
- Loss of or damage to **the insured vehicle** arising from the vehicle being taken by a person not permitted to drive under the **Certificate of Motor Insurance** who is also your employee or a member of your family or household or in a close personal relationship with **you** or your family or household unless **you** prove that the person intended to permanently deprive the owner of the vehicle.
- Loss suffered due to any person obtaining any property by fraud or deception.
- Loss or damage caused by pressure waves from aircraft or any flying object. Damage to tyres caused by puncture, wear and tear, cuts or bursts, other than covered under Section 2 : Comprehensive.
- Loss of or damage to vehicle keys, lock or ignition activators, alarm or immobiliser activators.

Guidance Notes

You must lock your vehicle and remove your ignition key when leaving your vehicle for even a short time e.g. at a petrol station.

Always keep keys secure even inside your home. Vehicle thieves often steal the keys first especially if the vehicle has an immobiliser.

An excess is the amount you must pay towards a claim for loss or damage to the insured vehicle or fitted accessories (where applicable)

Personal belongings in your vehicle are covered up to an amount of £250 over any excess applicable.

This section provides cover for damage to glass in the windscreen or windows.

An excess as shown in the schedule of endorsements applies to this cover.

- Repairs, re-programming or replacement of any component, including locks on **the insured vehicle**, consequent upon the loss of or damage to the vehicle's keys, lock or ignition activators or alarm or immobiliser activators.
- Loss of or damage to **the insured vehicle** or anything inside it while **you** are not in the vehicle arising from theft or attempted theft when:-
 - i) ignition keys have been left in or on **the insured vehicle** no matter how briefly,
 - ii) **the insured vehicle** has not been secured by means of door and boot lock,
 - iii) any window or any form of sliding or removable roof or hood have been left open or unlocked.
- Loss or damage caused by an inappropriate type or grade of fuel being used.

Excesses

A. If any **excess** is indicated in the **Schedule** you will pay the amount shown for every incident of damage or loss to each **insured vehicle**.

B. Young and inexperienced driver **excesses** apply to claims for accidental or malicious damage, vandalism or fire or theft, in addition to other **excesses** indicated in the **Schedule**.

Driver or person last in charge of the vehicle	Amount of Excess
Aged 20 years and under	£500
Aged 21	£350
Aged under 25 but not under 21	£350
Aged 25 or more but holds a provisional driving licence or has not held, for at least one year, a full driving licence in the United Kingdom, to drive a vehicle of the same class as the insured vehicle	£350

Section 3 : Extra Benefits

This section applies only if the cover shown in the **Schedule** is **Comprehensive**

Personal Belongings

We will pay a total amount no greater than £250 (after the deduction of all policy excesses) for personal belongings while in **the insured vehicle**, if they are lost or damaged because of an accident, fire, theft or attempted theft or by malicious means.

Personal belongings cover does not apply to:

- money, stamps, tickets or securities
- jewellery or furs
- goods or samples, tools or equipment connected with any trade or business
- theft of property in an open or convertible vehicle unless in a locked boot or locked glove compartment
- any permanently fitted audio and telephone equipment (except as insured under Section 2 – Comprehensive of this insurance)

Medical Expenses

We will pay up to £500 per person for medical expenses of anyone who is injured while they are in **the insured vehicle**

Windscreen Damage

We will pay the cost of repair/replacement of broken windscreens or windows, subject to the limit shown in the Schedule of Endorsements.

You will be required to pay the first amount as shown in the Schedule of Endorsements of each claim under this subsection. Claims for windscreen repair are not subject to an **excess**.

Guidance Notes

We may recover our expenses from you if we have to pay a claim which this insurance would not normally cover.

This section describes the cover available if you take your vehicle abroad.

This contract is extended to apply in all EC countries as shown on the reverse of the Certificate of Insurance. There is no need to advise us of travel to these countries.

When travelling outside the EC, please apply to us before your trip and we will normally agree to extend your cover. The extended insurance will then cover you in the countries for which we have agreed to provide cover and when your vehicle is travelling by rail or sea between those countries.

If your vehicle suffers any loss or damage that is covered by this insurance and the vehicle is in a country where you have cover, we will refund any customs duty you pay to temporarily import your vehicle.

Section 4 : General Terms

Right of Recovery

You will pay to us any amounts which, because of your use or your permitting any other person to use **the insured vehicle** or any vehicle without insurance cover, we pay in any of the following situations:

- Amounts we have been required or have agreed to pay by virtue of the provisions of the Road Traffic Act 1988
- Amounts we have been required or have agreed to pay by virtue of the provisions of any law, international or national agreement

If we are required to make a payment under this section and the policy is cancelled for any reason or declared void there will be no entitlement to a return of premium.

Section 5 : Unauthorised Use

We will cover you under Sections 1 and 2 for accidents occurring whilst **the insured vehicle** is being used or driven for any purpose not permitted by this insurance without your consent. Provided you take reasonable precautions to ensure that all persons permitted to drive **the insured vehicle** are made aware of the permitted purposes of use as defined in this document of insurance and the Certificate of Insurance.

Section 6 : Foreign Use of the Insured Vehicle

The Insurance shall also apply while **the insured vehicle** is in any country which is a member of the European Community and any other country in respect of which the Commission of the European Community is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the E C Directive on insurance of civil liabilities arising from the use of motor vehicles (no. 72/166/CEE).

If you wish to travel outside the EC, we may ask for an extra premium and agree to extend the cover for your vehicle so that the following benefits apply:

Insurance cover – this insurance is extended to apply to claims occurring:

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

We will pay the reasonable cost of delivery of **the insured vehicle** to you after repairs in the country in which damage was sustained, or to your home address if the damage cannot be repaired economically by the intended time of your return to the United Kingdom or if the vehicle is stolen and recovered after your return to the UK.

We will also pay the amount of foreign customs duty for which you are liable as a direct result of loss or damage to **the insured vehicle** preventing its return to the UK.

Section 7 : Unlicensed Drivers

The Requirement under Section 11 General Exceptions that the driver must hold a driving licence and is not disqualified or prevented by law from holding a licence shall not apply where a licence to drive is not required by law provided that

The terms of the Certificate of Motor Insurance apply.

The person driving the insured vehicle is of an age to hold a licence to drive on the public highway.

Section 8 : Trailers

Undeclared Trailers

We will cover you under Section One only in respect of any trailer or disabled mechanically propelled vehicle which you have not declared to us only whilst attached to an insured vehicle.

Declared Trailers

The cover as specified in the Schedule of vehicles applies to trailers declared to us whilst attached to or detached from **the insured vehicle**, but not whilst attached to any vehicle not covered under this contract.

Throughout this insurance you have seen exceptions which apply to each section. These general exceptions apply to all sections.

You must hold a valid UK driving licence and you must make sure the people you allow to drive also have a valid driving licence and are not disqualified.

This insurance does not extend outside The United Kingdom, or countries defined in Section 6 Foreign Use

Accident injury, loss, damage, consequential loss or legal liability occurring as a result of the items specified opposite are not covered.

Exceptions to Section 8

We shall not be liable:-

if any trailer or disabled mechanically propelled vehicle is being towed otherwise than in accordance with the law.

for damage to or loss of property being carried in or on any trailer or disabled mechanically propelled vehicle.

for damage to or loss of the disabled mechanically propelled vehicles.

Section 9 : Service and Repair

We will cover your insured vehicle whilst it is in the custody of a member of the motor trade for service or repair.

Section 10 : Principals Clause

Notwithstanding General Exception 3 but subject otherwise to the terms, limitations, exceptions and conditions of this insurance, we will cover you under Section 1 in respect of liability assumed by the policyholder under an agreement with any person ("the Principal") for the execution of work or services, or with any access to any premises or road in connection with the Principal's occupation. Provided always that you will have arranged with the Principal for the conduct and control of all claims for which we may be liable by virtue of this clause to be vested in us.

Exceptions to Section 10

We shall not be liable for

death of or injury to any person in the employ of the Principal arising out of and in the course of such employment.

liability attaching to the Principal under an agreement which would not have attached in absence of any such agreement.

injury to the Principal for any amount for which you would not be liable in the absence of any such agreement

damage to property belonging to, held in trust by or in the custody or control of the Principal for any sum in excess of the amount required to indemnify the Principal.

liability arising otherwise than by a reason of negligence of you or a person in your employ.

Section 11 : General Exceptions

THESE GENERAL EXCEPTIONS APPLY TO THE WHOLE OF THE INSURANCE

1. Your insurance does not cover

Any liability, loss or damage arising while any vehicle covered by this insurance is being:

- used for a purpose which is not permitted or is excluded by the **Certificate of Insurance**. Provided you do not make a profit, your vehicle is not adapted to carry more than eight people (including the driver) and you are not carrying passengers as a business, a passenger may contribute towards fuel.
- Driven by 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.
- Driven or is in the charge for that purpose of any person who holds or last held a provisional driving licence unless that person is accompanied by a full licence holder aged 21 years or over and that person having held a full driving licence for at least 3 years.

(This exception will not be interpreted to exclude claims for which we are otherwise liable under Section 2 of this insurance caused by theft or any attempt thereat or any offence under Section 12 of the Theft Act 1968 – driving away without the owner's consent – or arising while the vehicle is in custody of a garage for repair or servicing.)

2. Any liability loss or damage that occurs outside The United Kingdom, the Isle of Man, the Channel Islands or the EC unless extended by the terms of Section 6 Foreign Use.

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
 - (i) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) 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. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, except:
 - (i) to the extent that it is necessary to comply with the minimum requirements of the law relating to compulsory insurance of liability to employees in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man;
 - (ii) where liability is judged to exist by a court of competent jurisdiction in accordance with the minimum requirements of the Road Traffic Act 1988 or subsequent amendments thereto or successors thereof or alternative applicable legislation in the territory in which the loss occurs.
7. Death, bodily injury, loss, damage and/or liability arising during (unless you prove that it was not occasioned thereby) or in consequence of
 - (i) earthquake
 - (ii) riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands
8. Liability in respect of:-
 - (i) accident, loss or damage to any aircraft
 - (ii) death or bodily injury arising in connection with accident loss or damage to any aircraft
 - (iii) consequential loss arising in connection with such accidental loss or damage to any aircraft incurred caused or sustained while any vehicle covered by this insurance is in any airport or airfield.
9. Loss or damage by pollution or contamination however caused, other than as required by the Road Traffic Act.

These conditions explain your responsibilities under this contract of insurance.

Care of the insured vehicle.

Section 12 : General Conditions

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

1. The premium has been paid and anyone claiming protection has met all the conditions in this document.
 - The information **you** gave on your proposal form or statement of fact and declaration is, to the best of your knowledge and belief, correct and complete.
 - Your premium is based on information **you** supplied at the start of the insurance, subsequent alteration or renewal. **You** must tell **us** or your **broker** immediately of any change to that information e.g. any change of vehicle, change of occupation (including part-time), address (including where vehicle is kept), drivers or change of main driver.

WARNING – 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 your claim, we will not pay the claim and cover under this insurance will cease immediately. You will not be entitled to any refund of premium.

2. **You** or any permitted driver 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 vehicle should not be left unlocked when unattended and ignition keys should not be left in or on the vehicle when unattended no matter how briefly. **We** shall at all times be allowed free access to examine any insured vehicle.

3. In the event of an accident involving **the insured vehicle** or if it sustains damage which is covered under the policy, **you** must as soon as possible telephone **our** 24 hour claimline on 0870 2414956. The claimline will remove the vehicle to the nearest competent repairer or place of safety, and safeguard the vehicle and its contents.

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.

Guidance Notes

These conditions explain what you need to do after a claim to help us provide you with all the benefits of the policy.

For what to do immediately after an accident or incident for which you need to claim see page 13.

You must inform us of all claims against you. We will conduct negotiations with people claiming against you.

Cancelling your insurance and the amount of return premium you may expect

This clause provides a way of resolving disagreements over the value of the vehicle, after a total loss claim

We aim to provide you with a high standard of service, but if you need to make a complaint, this information explains exactly how to proceed.

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

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

Any indication of a claim against **you** must be notified to **us** in writing 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.

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**. **We** shall have discretion in the conduct of any proceedings or in the settlement of any claim and shall be given whatever co-operation, information and assistance is necessary.

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

4. **We** or **our** duly authorised broker may cancel this insurance by giving not less than seven days notice from the date of a letter to your last address notified to **us**. **You** must return the current **Certificate of Motor Insurance** to **us** within seven days to comply with the Road Traffic Act. When we have received the certificate, if there has not been a loss or incident likely to lead to a claim during the period of insurance, **we** will refund a proportionate amount of the premium for the unexpired **period** of insurance.

When cancellation follows your failure to pay the full premium the premium returned to **you** will be after deduction of a premium at **our** short period rates for the time the insurance has been in force.

You or your duly authorised intermediary may cancel this insurance on return of the current **Certificate of Motor Insurance** and provided that there has not been a loss or incident likely to give rise to a claim during the **period** of insurance **you** will be entitled to a return of premium at **our** short period rates for the time the insurance has been in force.

5. If as a result of a claim **the insured vehicle** is determined to be a total loss this policy will cease without refund of premium.

6. Short Period Rates

Short period rates will apply where cancellation is effected either by **you** or on your behalf. Time on risk charges and returns on cancellation are calculated at the following proportions of the **annual** premium:-

Period of cover up to:	Proportion of annual premium charged:
One month	25%
Two months	30%
Three months	40%
Four Months	50%
Five	60%
Six	70%
Seven	80%
Eight	90%
Over eight months	100%

7. Arbitration

If the **insured vehicle** is a total loss and **we** have agreed to compensate **you** under the policy, but the amount to be paid cannot be agreed between **us**, an Arbitrator, acceptable to **you** and to **us** shall be appointed to decide the amount to be paid to **you**. The Arbitrator's decision will be binding upon **you** and upon **us**.

8. If **you** have any questions or concerns about your insurance, please contact your broker or intermediary to discuss the problem.

If **you** are not satisfied with his or her answer, please write, quoting your policy number shown in **the Schedule**, to:

The Chief Executive
Link Insurance Company Limited
Suites 846-848, Europort, Gibraltar

e-mail: customerservicemanager@linkinsurance.gi

Guidance Notes

We will not cover proceedings brought or judgements passed in any court abroad unless we have agreed to extend this insurance to cover that country

As part of Link's ongoing commitment to customer service, telephone calls to the Company may be monitored.

If you are not to blame these measures will help protect you.

In the event that **you** remain dissatisfied and wish to make a complaint **you** can do so at any time by referring the matter to:

The Financial Ombudsman Service
South Quay Plaza, 183 Marsh Wall, London E14 9SR2

9. It is a condition of this insurance that **you** comply with the Fourth EU Motor Insurance Directive and supply details of all vehicles in your control to the Motor Insurance Database (MID) within the appropriate timescale.

Section 13 Jurisdiction Clause

We will not be liable for:

Any proceedings brought against **you** or judgement passed in any court outside the United Kingdom, unless the proceedings or judgement arise out of your vehicle being used in a foreign country which **we** have agreed to extend this insurance cover.

If you have an accident

Stop as soon as possible, in a safe place. If anybody has been injured, call the police and ambulance service.

Try and make an injured person comfortable, only move them if it is necessary to safeguard them from traffic or further danger, such as fire. If you have a warning triangle, place it well before the obstruction.

Write down the name, address and vehicle registration number of the other driver(s). It is worth keeping a pen and paper in your vehicle. You can then make a quick sketch of the direction and final position of each vehicle.

If anybody has been injured you should obtain all drivers' insurance details and you must give your own to anyone who has reasonable grounds for requesting them. It is most important to obtain all witnesses.

Do not admit responsibility, either verbally or in writing. If for any reason you have not been able to exchange details with other drivers, or you were in collision with an animal, you must report the incident to the police as soon as possible, and certainly within 24 hours.

Claimline 0870 2414956

After an accident, or incident for which you wish to claim under the policy, telephone our 24 hour claimline on the number above. Quote your policy number and give all the 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.

The benefits you receive will depend on the level of policy cover you selected.

We will deal with your claim and claims made against you, as quickly and fairly as possible. Please read the General Conditions in this policy booklet



Link Insurance Company Limited
Suites 846-848, Europort
Gibraltar
www.linkinsurance.gi

All correspondence should be addressed to:
Rubicon Insurance Solutions
P O Box 858
Maidstone Kent ME15 6WL

Rubicon Insurance Solutions is the appointed service provider
for Link Insurance Company Limited
and is not an Agent of Link Insurance Company Limited

Link Insurance Company Limited is an authorised insurer in Gibraltar
licensed by the Commissioner of Insurance under the Insurance
Companies Ordinance to carry on insurance business in Gibraltar.
Registered in Gibraltar (Reg. No. 89254).
Registered Office: Suite 743 Europort, Gibraltar.