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Guide to your MBP Policy

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Welcome to MBP

This policy forms part of your legal contract with us and defines exactly what you are covered against. Please refer to your Schedule for confirmation of the level of cover you have chosen.

MBP Helpline 0800 389 1708

**for emergencies and claims 7 days a week,
24 hours a day, 365 days a year**

This is a service provided only to MBP Policyholders. As a Policyholder, you have exclusive access to the MBP Helpline – a freephone number, offering help and assistance in the United Kingdom, Channel Islands and the Isle of Man and operating 7 days a week, 24 hours a day, 365 days of the year.

Your Cancellation rights

If you are an individual/sole trader (including a partnership in England and Wales) buying a policy which provides cover for you in both a private and business capacity, you have the right to cancel your policy during a period of 14 days either from the day of conclusion of the contract or the day on which you receive your policy documentation, whichever is the later. You should also return your certificate of motor insurance as soon as possible after cancellation.

If you wish to do so and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

Alternatively, if you wish to do so and if the insurance cover has already commenced, you will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered, calculated as a proportion of the time for which the insurance would have provided cover and for any cost incurred by us in issuing the policy.

To exercise your right to cancel your policy, please contact either your regular MBP point of contact or your insurance adviser, at the address shown on your policy schedule.

However, if you do not exercise your right to cancel your policy, it will continue in force for the term of the policy and you will be required to pay the full premium as stated.

If you are not an individual/sole trader (including a partnership in England and Wales) there are no cancellation rights under this policy.

How to Claim

If you want to make a claim under this policy, phone the MBP Helpline on 0800 389 1708. Our Incident Coordinators offer help and advice 24 hours a day, 365 days a year.

An Incident Coordinator will record details of the incident and will be able to confirm:

- whether your policy covers you for the incident
- any excess that you will have to pay
- all the steps involved in the process of making a claim

You will be sent a pre filled claim form and contacted by an Incident Coordinator to confirm the details that you have already provided to the Helpline.

All you need to do is add any relevant information, check and sign it.

If you are involved in an incident phone the MBP Helpline and if the incident is covered we will arrange for:

- your vehicle to be recovered
- a safe passage home for you and your passengers
- your Incident Coordinators to talk you through the claims process

If the incident is not covered under your policy we may still be able to assist you. However a charge may be made.

IMPORTANT

When telephoning the MBP Helpline, please, at all times have your policy number ready. This will enable your Incident Coordinator to find your records quickly and provide the level of service that you expect.

For our joint protection, calls may be recorded and/or monitored.

If you do not use the MBP Helpline when requesting assistance then a charge may be made for any breakdown assistance provided. This charge may not be reimbursed.

For information about what to do in the event of an emergency or claim on the continent please refer to Section 15 (if applicable).

Breakdown Assistance

If you require Breakdown Assistance, call the MBP Helpline who will arrange with the AA for someone to come out and help you.

The Contract of Insurance

This policy is a contract of indemnity between you, the policyholder, and QIE, "(except where otherwise shown for any policy section)"

The information and statements provided in the proposal form and declaration, which the policyholder has made, have been relied upon by the underwriters in entering into this contract of insurance.

In return for payment of the premium by you, QIE will provide insurance in accordance with the policy cover shown in the Schedule in respect of accident, injury, loss or damage occurring within the territorial limits during the period of insurance.

This policy, the application form and/or Schedule and any clauses endorsed on the policy should be read together and form the contract of insurance.

Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

1. The law applying in that part of the UK, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
2. In the case of a business, the law applying in that part of the UK, Channel Islands or Isle of Man where it has its principal place of business; or
3. Should neither of the above be applicable, the law of England and Wales will apply.

Changes we need to know about

Please tell us or MBP or your insurance adviser immediately you become aware of any changes to your circumstances which may affect this insurance or any other material facts. For example, a change to the persons to be insured, motoring convictions of any of the persons to be insured, a change of vehicle or a change of use of the vehicle.

Telephone recording

For our joint protection, telephone calls may be recorded and/or monitored.

Definition of Terms

To save lengthy repetition, wherever the following words or phrases are used in this policy (with the exception of Sections 13, 14, 15 and 16. Please refer to these specific sections for the definitions applicable), they will have the precise meaning described below:

MBP

MBP is a trading name of MiniBusPlus Limited which is part of QBE European Operations, a division of the QBE Insurance Group. MiniBusPlus Limited is authorised and regulated by the Financial Services Authority (FSA). FSA registration number 309254.

QIE

QBE Insurance (Europe) Limited (QIE) is part of QBE European Operations, a division of the QBE Insurance Group. QIE is authorised and regulated by the Financial Services Authority. FSA registration number 202842.

AA

The Automobile Association Limited or its subsidiaries

DAS

DAS Legal Expenses Insurance Company Limited.

Insured/insured person/you/your/policyholder:

The persons/company or companies described as the insured in the policy schedule

The Insurer/we/our/us/company:

QIE

Your vehicle

Any motor vehicle mentioned by description, category, or registration mark in the schedule

Schedule

Details of you/your motor vehicle and the insurance protection provided to you.

The Schedule is part of and must be read in conjunction with this Policy.

Certificate of Motor Insurance

The certificate required by law to certify the existence of the minimum compulsory insurance.

For full details of the insurance cover, refer to the Document of Insurance.

The Period of Insurance

The period of time covered by this policy as shown in the Schedule and any further period for which we agree to insure you.

Document of Insurance

This document, including the schedule.

Market Value

The cost of replacing your vehicle with one of a similar type and condition.

Endorsements

Additional or alternative wordings which, when applied to your policy, change its terms and conditions. Those clauses applicable are identified in the Schedule.

Fire

Fire, self ignition, lightning and explosion.

Theft

Theft, attempted theft, or taking your vehicle without your consent

Excess

The amount of any claim you will have to pay if your vehicle is lost, stolen or damaged.

Trailer

Any drawbar trailer, semi trailer or articulated trailer

Attachments

Any item of equipment which can be added to a Special Type Vehicle

Accessories

Additional or supplementary parts of your vehicle not directly related to its function as a vehicle. These include radios and other in-car entertainment, communication equipment and car phones, all of which, however, must form an integral part of your vehicle. Mobile phones which operate independently through their own battery pack are not accessories within this definition.

Principal

Any person who employs the Insured to act in their place or on their behalf.

Territorial Limits

This policy applies in the following countries including sea transit between any ports in those places including the processes of loading and unloading:

1. Great Britain, Northern Ireland, the Isle of Man and the Channel Islands; and/or
2. Any other member country of the European Union; and/or
3. Croatia, Cyprus, The Czech Republic, Hungary, Iceland, Norway, Slovak Republic, Slovenia and Switzerland

Green Card

A document required by certain non-EU countries to provide proof that you have the minimum insurance cover required by law to drive in that country.

Personal Effects

Any item of personal property while in or on your vehicle, including motor vehicle tool kits which are considered necessary for the operation and maintenance of your vehicle and any item of clothing.

Road Traffic Acts

Any Acts, Laws or Regulations which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Terrorism

- (i) any act or acts including but not limited to
- (a) the use or threat of force and/or violence; and or
 - (b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group (s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes
- (ii) any action taken in controlling preventing suppressing or in any way relating to (i) above.

High Category Hazardous Goods

Any goods of a nature and/or quantity that require carriage in accordance with:

- the Carriage of Explosives by Road Regulations 1996
- the Radioactive Materials (Road Transport) (Great Britain) Regulations 1996
- Transport Categories 0, 1 and 2 of the Carriage of Dangerous Goods by Road Regulations 1996
- any re-enactment or replacement of such regulations with any other legislation of similar intent (including subsequent legislation) if applicable

Hazardous Location

- Power Stations
- Nuclear Installations or establishments
- Refineries, bulk storage or production premises in the Oil, Gas or Chemical Industries
- Bulk storage or production premises in the Explosive, Ammunition or Pyrotechnic Industries
- Ministry of Defence premises
- Military Bases

Policy Cover Index**Operative Sections****Comprehensive**

All sections of the policy are operative unless otherwise stated in your policy schedule/Schedule.

Third party, fire and theft

Section 1 is inoperative except for Accident Recovery and loss or damage caused directly by fire or theft.

Sections 2, 3, 4, 8, 9, 11, 12, 13, 14, 15 & 16.

Third party only

Section 1 is inoperative except for Accident Recovery

Sections 2, 4, 8, 9, 12, 14, 15, and 16.

Section 1**Loss of or damage to your vehicle**

If your vehicle is lost, stolen or damaged, we may, at our option, either:

- pay for your vehicle to be repaired; or
- replace your vehicle; or
- pay in cash the amount of the loss or damage.

The same cover also applies to accessories and spare parts relating to your vehicle while these are in or on your vehicle or while in your private garage. We will, however, pay for loss or damage to your vehicles audio equipment which is away from your vehicle or private garage, if such equipment has been designed to be removable or partly removable, cannot function independently of your vehicle and has been temporarily removed for purposes of security or maintenance.

The maximum amount we will pay will be the market value of your vehicle immediately prior to the loss or damage.

If, to our knowledge, your vehicle is subject to a hire purchase, contract hire, or leasing agreement, any payment will be made to the owner described in that agreement whose receipt will be a full and final discharge to us.

The maximum amount payable under this Section in respect of loss or damage to audio and visual equipment forming an integral part of the vehicle is £500.

Accident Recovery

If your vehicle is disabled through loss or damage insured under this policy we will pay the reasonable cost of:

- its protection and removal to the nearest repairers;
- its delivery to you after repair but not exceeding the reasonable cost of transporting your vehicle to your address in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

In Great Britain, Northern Ireland, the Isle of Man and the Channel Islands we can arrange for the protection and removal of your vehicle to the nearest repairers. To use this service, telephone the MBP Helpline on 0800 389 1708 to obtain the recovery service. We will arrange the following at no cost to you:

- someone to come out and help. If your vehicle cannot be made roadworthy immediately it will be taken to our nearest approved repairer. Your vehicle can be taken to a repairer of your choice, if this is nearer, but this may lead to delays in arranging the repairs to your vehicle. This rescue service also applies when an accident occurs in the Republic of Ireland – ring 1800 535005;
- the onward transmission of any messages on your behalf to a member of your family or a friend

In providing accident recovery assistance we will use all reasonable care and skill when providing the service. Contractors can, however, cancel services or refuse to provide them if, in their opinion, the demands made are excessive, unreasonable or impracticable.

Trailers

The same cover also applies to any trailer:

- attached to a vehicle specified in the Schedule
- on premises owned or occupied by the insured.

No cover will operate in respect of:

Any trailer or disabled mechanically propelled vehicle whilst it is being towed otherwise than in accordance with the law.

Any trailer with plant permanently attached.

The amount payable by the Company in respect of any claim for loss or damage to any trailer shall not exceed £5,000.

New vehicle replacement

We will replace your vehicle with a new vehicle of the same make and specification (subject to availability) if within twelve months of purchase new by you:

- any repair costs, relating to a valid claim under this policy, exceed 60% of the list price (including vehicle tax and VAT) at the time of purchase or;
- your vehicle is stolen and not recovered.

Replacement is subject to:

- your vehicle being owned by you or having been purchased by you under a hire purchase agreement (any vehicle the subject of any type of leasing or contract hire agreement is not eligible for replacement);
- the agreement of any interested hire purchase company;
- you being the first registered owner of the vehicle.

Excesses

Standard

If your vehicle (including its accessories and spare parts) sustains loss or damage by accidental means, fire, theft, or malicious damage, you will have to pay the amount shown in the Schedule in respect of the person driving or in charge of the vehicle at the time of the loss or damage.

These excesses apply in addition to any voluntary or any other compulsory excesses that may apply.

If you are only claiming for loss or damage to the glass in your vehicles windscreen, sunroof, or windows, or for any scratching of the bodywork arising solely from the breakage of glass then the only excess that applies is that shown specifically in respect of glass in the Schedule and / or Schedule.

The excess for glass:

- will not apply when the glass is repaired rather than replaced.
- overrides any other general excess that would otherwise apply to glass claims.

Exceptions to Section 1 of your policy

Your policy does not cover the following:

- Loss of use, depreciation, wear and tear and mechanical, electronic, computer, electrical failures or breakages.
- Damage to tyres by application of brakes or by punctures cuts or bursts
- Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- Loss of value following repair.
- Loss or damage arising from theft or attempted theft whilst the ignition keys of your vehicle have been left in or on the vehicle.
- Loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Local Authority.
- Any amount in excess of £2,000,000 in connection with any occurrence or series of occurrences arising out of one event.

Section 2

Liability to third parties

Your liability to third parties

We will insure you in respect of all sums which you may be required to pay at law and all other costs and expenses incurred with our written consent arising from

- death or bodily injury to third parties on an unlimited basis regardless of the type of your vehicle; or
- damage to their property up to an amount of £20,000,000 where your vehicle is a Private Car or Motorcycle, but limited to £5,000,000 in respect of all other vehicles.

The amount payable under (b) above for damage to property is limited to £250,000 while your vehicle:

- is carrying any High Category Hazardous Goods
 - is being used or driven at any Hazardous Location other than in any area designated for access or parking by the general public
- (c) In respect of Terrorism where we are liable under the Road Traffic Acts the maximum amount we will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by you or any other person and for which cover is provided under this section will be
- £5,000,000 in respect of all claims consequent on one originating cause; or
 - such greater sum as may in the circumstances be required by the Road Traffic Acts

The limits in (a) and (b) above apply in respect of any one claim or number of claims arising from one accident caused by:

- your vehicle; or
- any other vehicle driven by you within the territorial limits which does not belong to you or is not hired to you under a hire purchase agreement provided that your effective Certificate of Motor Insurance permits you to drive such a vehicle; or
- any trailer while it is being towed by your vehicle

We will also pay your expenses provided that you have our written authority to claim.

Liability of other persons driving or using your vehicle

We will also insure the following persons under this section in respect of all sums which they may be required to pay by law arising from death or injury to third parties or damage to their property:

- any person you give permission to drive your vehicle provided that your certificate of motor insurance allows that person to drive;
- any person you give permission to use (but not to drive) your vehicle, but only whilst using it for social, domestic and pleasure purposes, provided that use for social domestic and pleasure purposes is included within the certificate of motor insurance;
- any passenger travelling or getting into or out of your vehicle;
- the employer or partner of the person using any vehicle for which cover is provided under this section while the vehicle is being used for business purposes permitted under the policy, except that we shall not be liable where:
 - the vehicle belongs to or is hired by such employer or partner;
 - the insured is a corporate body or firm.

Payment to Legal Personal Representatives

In the event of the death of anyone who is insured under this section, we will protect his/her legal personal representatives against any liability of the deceased person if that liability is insured under this section.

Legal Costs

At our option we will pay:

- a. solicitors' fees if anyone we insure under this section is represented at a Coroner's inquest or fatal accident inquiry or is defending any proceedings in a court of summary jurisdiction;
- b. for legal services to defend anyone we insure under this section in the event of proceedings being taken for manslaughter, dangerous driving, or careless driving when under the influence of drink or drugs causing death.

We will only pay these legal costs if they relate to an incident which is covered under this section.

Application of payment limits

In the event of any accident involving payments by us to more than one person insured under this section, any limitation by the terms of this policy or any clause endorsed on it relating to the maximum amount payable shall apply to the aggregate amount of payments to all such persons and your liability shall be settled in priority.

Exceptions to Section 2 of your policy

The cover under this section will not apply:

- (1) If any person insured under this section fails to observe the terms, exceptions and conditions of this policy as far as they can apply. The cover will also not apply if they can claim under another policy
- (2) In respect of death or injury to any employee of the person insured which arises out of or in the course of their employment, except where such liability is required to be covered by the Road Traffic Act
- (3) In respect of
 - (a) loss or damage to property belonging to or in the care of anyone we insure who claims under this section
 - (b) damage to property being carried in your vehicle (unless such vehicle is a Private Car)
- (4) In respect of loss, damage, injury or death caused or arising beyond the limits of the carriageway or thoroughfare, in connection with anyone other than the driver or attendant of your vehicle either bringing a load to your vehicle for loading on to it or taking away from your vehicle having unloaded it
- (5) In respect of liability for damage to premises (or to the fixtures and fittings) attaching solely as occupier (not as owner) where the damage is insured by any other policy
- (6) In respect of damage to any vehicle where cover in connection with the use or driving of that vehicle is provided by this Section
- (7) In respect of any accident arising out of the operation as a tool of any vehicle or trailer except in so far as may be required by the Road Traffic Acts.

Section 3**Payment to the Owner**

If to our knowledge your vehicle is subject to a hire purchase or leasing agreement any payments will be made to the owner described in that agreement whose receipt will be a full and final discharge to us

Exceptions to Section 3 of your policy

The cover under this section will not apply

- 1 if the owner can claim under another policy; or
 - 2 if the owner fails to observe the terms exceptions and conditions of this policy as far as they can apply; or
 - 3 for any amount which exceeds the market value of your vehicle at the time of the loss or damage.
- (8) In respect of all loss, damage, injury or death directly or indirectly caused by pollution or contamination unless 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, except where such liability is required to be covered by the Road Traffic Acts.
- For the purposes of this Exception pollution or contamination means all pollution or contamination of buildings or other structures or of water or land or the atmosphere.
- (9) To any consequence whatsoever resulting directly or indirectly from or in connection with Terrorism regardless of any other contributory cause or event except where such liability is required to be covered by the Road Traffic Acts.
- (10) In respect of all loss, damage, death or injury whilst Your Vehicle is being used in that part of an aerodrome or airport provided for the take-off and landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment areas, and those parts of passenger terminals which come within the Customs examination area except where such liability is required to be covered by the Road Traffic Acts.

Section 4

Payment to Principals

Where your vehicle is being used in connection with contract work on behalf of a Principal we will insure the Principal against any legal liability arising from such use provided that

- you would have been able to claim under the policy had the claim been made against you; and
- you have arranged with the Principal for the conduct and control by us of all claims for which we may be liable under this section

Exceptions to Section 4 of your policy

The cover under this section will not apply

- 1 in respect of death or injury to any person in the employ of the Principal arising out of or in the course of their employment; or
- 2 in respect of any amount payable by the Principal under an agreement which would not have been payable in the absence of such an agreement; or
- 3 in respect of injury to the Principal for any which we may be liable under this section amount for which you would not have to pay but for such an agreement; or
- 4 in respect of damage to property belonging to or held in trust by or in the custody or control of the Principal for any sum which exceeds the amount required to insure the Principal; or

Section 5

Injury to Vehicle Driver

If the driver of the vehicle suffers accidental bodily injury in connection with the vehicle we shall pay to the driver £2,500 if, within 3 months of the accident, the injury is the sole cause of:

- death
- irrecoverable loss of sight in one or both eyes
- loss of limb

The most we will pay any one person during any period of insurance is £5,000.

Exceptions to Section 5 of your policy

This personal accident insurance does not cover:

1. Corporate bodies or firms.
2. Death or bodily injury arising from suicide or attempted suicide.

Section 6

Medical Expenses

If you or your driver or any other occupant of your vehicle is injured as a direct result of your vehicle being involved in an accident, we will pay for the medical expenses in connection with such injury up to the sum of £100 in respect of each person injured.

Section 7

Personal Effects

We will pay you (or at your request, the owner) for loss or damage to rugs, clothing or personal effects caused by fire, theft, or accidental means whilst they are in or on the vehicle. The maximum amount payable for any one incident is £100.

Exceptions to Section 7 of your policy

We will not pay for :

- a. money, stamps, tickets, documents or securities;
- b. goods or samples carried in connection with any trade or business;
- c. the first £100 of any claim arising from fire, theft, or malicious damage unless your vehicle is in a locked garage at the time of the incident. Where this excess applies and there are simultaneous claims for loss or damage arising from fire, theft or malicious damage under other sections of the policy, all such claims will be combined and only one excess applied.
- d. if the person claiming the insurance protection provided by this section fails to observe the terms, exceptions and conditions of this policy insofar as they can apply

Section 8

Emergency Treatment

We will reimburse any person using any vehicle which is covered under this policy for payments made under the Road Traffic Acts for emergency treatment.

A payment made under this section will not prejudice your No Claim Discount.

Section 9

No Claim Discount

If you do not make a claim under your policy, your renewal premium will be adjusted in accordance with our scale applicable at the time.

If more than one vehicle is insured by this policy, No Claim Discount will be applied as if a separate policy had been issued for each vehicle.

No Claim Discount is not earned under a policy issued for less than 12 months.

If we consent to a transfer of this policy to another person, No Claim Discount already earned under this policy will not apply to the person to whom the policy is being transferred.

Section 10

Glass in windscreen, sunroof or window

Any payment solely for repair or replacement of glass in the windscreen, sunroof or windows of your vehicle (or scratching of bodywork arising directly and solely from glass breakage) will not prejudice your No Claim Discount.

Replacement will only be offered if a repair is not possible.

Section 11

Replacement Locks

If the vehicle keys or lock transmitter of your vehicle is lost or stolen we will pay the cost of replacing the:

- a. affected locks
- b. lock transmitter and central locking interface
- c. affected parts of the alarm and/or immobiliser

provided that you can establish to our satisfaction that the identity or garaging address of your vehicle is known to any person who is in possession of your keys or transmitter.

Your No Claim Discount will not be disallowed solely as a result of a claim under this section.

Exception to Section 11 of your policy

We shall not be liable under this section for the cost of replacing any alarms or other security devices used in connection with your vehicle.

Section 12

Continental use/compulsory insurance requirements

In addition to providing cover within the territorial limits, this policy, in compliance with EU directives, also provides the necessary cover to meet laws on compulsory insurance of motor vehicles in any country which the European Commission is satisfied has made arrangements to meet the requirements of Article 7(2) of EC Directive 72/166/CEE relating to civil liabilities arising out of the use of motor vehicles (eligible countries change from time to time – your insurance adviser should be able to tell you the current list of these).

The level of cover provided will be the minimum required to comply with the laws on the compulsory insurance of motor vehicles of the country in which the accident occurs. Where the accident occurs in another EU member state however, if the minimum cover required by the laws of Great Britain is wider than that of such EU member state, the level of cover provided will be that applicable to Great Britain.

If you take your vehicle abroad outside territorial limits

The cover provided by this policy only applies to your vehicle when a Green Card and a Foreign Use endorsement has been issued. Cover is effective for the period specified by the Green Card

Additional covers

Where your vehicle is being used within the Territorial Limits or in any country for which we have issued you with a Green Card the following covers also apply

- (1) the transit of your vehicle, including loading and unloading, between any of the countries specified, provided that such transit is not longer than 65 hours under normal conditions; and/or
- (2) reimbursement of any Customs Duty you may have to pay after temporarily importing your vehicle into any of the countries specified, subject to your liability arising as a direct result of any loss of or damage to Your Vehicle which is subject of payment under Section 1 and/or
- (3) General Average contributions, Salvage charges and Sue and Labour charges whilst your vehicle is being transported by sea between any of the countries specified, provided that your vehicle is covered for loss or damage under this policy.

Section 13

Accident Benefits

Overnight Accommodation, Onward Transportation

Cover under this section is provided by the Automobile Association Underwriting Services Limited, Fanum House, Basingstoke, Hampshire RG21 4EA. They are registered in England no 1674675 and are authorised and regulated by the Financial Services Authority.

If your vehicle has been disabled as a result of an accident covered under the Section 1 of the policy in the United Kingdom, the Channel Islands or the Isle of Man, the AA may, at its discretion, and as an alternative to the onward transportation of you and your passengers under Section 1 of the policy and subject to availability, offer you either

- a hire car of up to 1600cc or a van up to 3.5 tonnes GVW for 24 hours subject to the hirers terms and conditions. This free period of hire must commence within 48 hours of your vehicle being damaged and excludes fuel costs, parking fees and fines, and continuation of load; or
- overnight accommodation for the passengers and driver up to a maximum of £350 in total. This does not include, however, the cost of providing meals or drinks; or
- a refund of the cost of public transport for you and your passengers to reach the end of your journey subject to a maximum of £350. You will need to produce receipts in order to claim for this.

If your vehicle has been stolen and not recovered arrangements will be made to provide you with alternative transport up to a total cost of £350 in order to complete your journey.

Section 14

UK Breakdown Assistance

UK Breakdown Assistance is provided in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, by the Automobile Association Limited (the AA) (Company nos. 73356). Registered office: 22 Grenville Street, St Helier, Jersey JE4 8PX. The Automobile Association Limited is a permitted insurer under the Financial Services and Market Act 2000, are authorised and regulated by the Financial Services Authority and are within the jurisdiction of the Financial Ombudsman Service and Financial Services Compensation Scheme.

In the event of your vehicle breaking down, please follow these simple steps:

- Telephone the MBP Helpline on 0800 389 1708
- Advise the operator that you are an MBP Policyholder or driver.
- Quote your vehicle Registration Number.
- Advise the operator of the location of your vehicle and the nature of the fault.

They will then know how to proceed and what form of assistance would be the most appropriate for you.

Remember, always call the MBP Helpline first. Please do not go ahead and make your own arrangements, as the AA cannot reimburse costs incurred without their prior authorisation, this is not a claim service.

The following cover is provided in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man through the AA for you or any named person permitted to drive your vehicle in accordance with your motor insurance certificate.

If your vehicle breaks down, the AA will arrange for the following at no additional cost:

Roadside

If you are stranded on a public highway (or other road or area to which the public has the right of access) because you have broken down, the AA will send an AA patrol or contractor to help you.

If your vehicle cannot be repaired immediately it will be taken to a nearby garage, where you may arrange for repairs to be made. If your vehicle needs to be towed it must display a valid road tax disc. Roadside includes labour at the scene of the breakdown (but not labour at any garage to which the vehicle is taken). Roadside does not include the cost of parts, fuel or other supplies.

In addition, the AA will arrange for one of the following options, at no additional cost, if your vehicle breaks down away from home and cannot be repaired within a reasonable time:

Recovery

The AA will take your vehicle the driver and passengers to the destination of the driver's choice, in one non-stop journey. If there are more than 5 people this may require two separate vehicles, an adult must accompany any children. This facility may also be provided if the driver falls ill and there are no passengers who can drive the vehicle, so that the journey can be completed. In these circumstances it will be at the discretion of the AA whether this service is offered. Some form of medical certification will be required.

At Home

In the event that your vehicle breaks down at home the following cover is provided.

Someone to come out and help, if your vehicle cannot be repaired immediately it will be taken to a nearby garage, where you can arrange for repairs to be carried out at your own expense.

What is not covered in the UK

- The costs of any ferry crossing or toll charges.
- The carriage of any livestock that requires special transportation facilities.
- The cost of recovery of your vehicle if it is stuck in water, a bog, a ditch or on a beach or if it has overturned unless this forms part of your insurance claim.
- The repair or recovery of your vehicle if it broke down at the premises of a motor trader.
- The cost of spare parts, petrol, oil, keys or other materials and garage labour;
- Any vehicles that:
 - a. Are carrying a dangerous or illegal load.
 - b. Cannot be recovered by normal trailers or transport.

In providing breakdown assistance AA employees and contractors will use reasonable care and skill when providing the service. AA can, however, cancel services or refuse to provide them if, in their opinion, the demands made are excessive, unreasonable or impracticable.

Section 15

European Breakdown Assistance

European Breakdown Assistance is provided by the Automobile Association Underwriting Services Limited, Fanum House, Basingstoke, Hampshire RG21 4EA. They are registered in England no 1674675 and are authorised and regulated by the Financial Services Authority.

If you need to call for assistance you must contact the appropriate control centre as shown below. In Continental Europe all assistance is coordinated through the AA Continental Control Centre, where a team of multi-lingual incident managers is waiting to help you.

When calling for assistance, please advise the incident manager of the following details:

- Your name.
- That you are a MBP policyholder with European Cover.
- Your location and telephone number.
- The make and registration number of your vehicle
- Your credit card details.

Telephone Numbers

24 hour help line **Call 00 0800 42 43 24 44 (freephone)**

Alternatively within France **Call 04 72 17 12 03**

Or from any other location **Call 00 33 472 17 12 03**

In case of difficulty with private telephone subscribers – garages, hotels, etc., the French text below indicates that no charge will be incurred by the private subscriber for the telephone call:

Attestation de gratuite d'appel La Direction Generale des Telecommunications certifie qu'a compter du 1.07.1983, le cout de tout appel telephonique effectue a destination d'un numero commençant par 0800 est automatiquement pris en charge par l'abonne destinataire de cet appel.

In all other European Countries

Call the AA Control Centre on 33 472 17 12 03 (not freephone), prefixed by one of the following dialling codes depending on the country that you are dialling from. When you have given your details the Control Centre will call you back.

00 Andorra, Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Finland, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland.

99 Yugoslavia (availability of service in these countries is subject to prevailing conditions)

810 Ukraine.

Via Operator Albania

The dialling codes were believed to be correct at the time of printing (September 2005). However, they are liable to change without notice. In case of difficulty in being connected, please check with the international telephone operator for the country you are in.

Israel and Iceland: No Number

The AA do not currently operate in Israel and Iceland. In these countries you are advised to pay for the services yourself. On your return to the UK you should initiate a claim for the costs to be reimbursed by contacting AA European Support on 01256 493730, all claims must be supported by receipts. Costs that can be claimed will only be those covered by European Breakdown and will not include the cost of spare parts etc.

Important: On all Continental Motorways use roadside telephones. You will not be connected to the AA Control Centre but with the police or authorised motorway service, who will send a breakdown recovery vehicle. In France the same procedure applies if you break down on a motorway service area. You may have to pay labour and towing charges on the spot, which you can reclaim on your return to the UK. If you are towed from a motorway, contact our Control Centre as soon as possible.

Cover in Europe - Breakdown and Accident Assistance

SERVICE IN THE UK

AA Roadside and Recovery Assistance. On the outward journey from home to the departure port and on the inward journey from the arrival port to home, if you are stranded on a public highway through breakdown, road traffic accident or vandalism to the insured vehicle, AA will arrange:

- Assistance from an AA Patrol or garage/repair service, to repair your vehicle at the roadside if possible, or tow to a local garage.
- Recovery service, to return the insured vehicle and occupants to your home or a nominated repairer in the United Kingdom, if the insured vehicle cannot be repaired within a reasonable time. If there are more than five people this may require two separate vehicles. An adult must accompany any children.

Replacement Car: AA will provide a self - drive hire car, including collision damage waiver:

- To carry out the planned journey if as a result of a road traffic accident, fire or theft within 7 days of your declared departure the insured vehicle cannot be repaired or recovered (in the case of theft) in time for the journey; or
- To complete the planned journey if the insured vehicle breaks down on the way to the port of departure and the AA confirms that it cannot be repaired the same day.

Providing that there is one available and that you can meet the requirements of the car hire supplier.

These requirements will include:

- Age limits
- The need to have a current driving licence with you
- Limits on acceptable endorsements; and
- The need to provide a valid credit card number. (Alternatively, the car rental provider will require a deposit of no less than £50 and may also undertake a simple credit check, before releasing the vehicle to you)

AA will normally try to arrange a hire car equivalent to, but not necessarily the same as your vehicle, if there is one available. If you are travelling in an MPV or similar vehicle AA may arrange two hire cars. AA will only arrange this if there are two qualified drivers in your party. Otherwise AA will arrange alternative transport.

SERVICE WHILE ABROAD

If your vehicle breaks down or is disabled as a result of an accident covered under your Motor Policy whilst being driven by you or any person permitted by that Policy to drive your vehicle, the AA will arrange:

- Emergency Roadside Assistance whilst on the Continent up to a maximum of £250 (not including the cost of any spare parts). If your vehicle cannot be repaired immediately it will be taken to a nearby garage where you can arrange for repairs to be carried out.
- Onward transportation if your vehicle cannot be repaired within 8 hours;

The AA will provide you with onward travel; either a replacement hire car to enable you to continue your journey whilst your vehicle is being repaired or to return home, providing that there is one available and that you can meet the requirements of the car hire supplier. These requirements will include:

- Age limits
- The need to have a current driving licence with you
- Limits on acceptable endorsements; and
- The need to provide a valid credit card number. (Alternatively, the car rental provider will require a deposit of no less than £50 and may also undertake a simple credit check, before releasing the vehicle to you)

Or, second class rail fare or a combination of the two up to a maximum of £1,400.

The above facility may also be provided:

If the driver falls ill and there are no passengers that can drive your vehicle so that the journey can be completed, the AA will provide a replacement driver to enable you to reach your destination or return home. This service will be provided at the discretion of the AA and some form of medical certification will be required. Or

If your vehicle is stolen or involved in a road traffic accident during the 7 days prior to returning and cannot be repaired or recovered before your intended return date.

The AA will normally try to arrange a hire car equivalent to, but not necessarily the same as your vehicle, if there is one available. If you are travelling in a Minibus, MPV or similar vehicle the AA may arrange two hire cars. The AA will only arrange this if there are two qualified drivers in your party. Otherwise the AA will arrange alternative transport

The AA may at its discretion offer you or any permitted driver overnight accommodation expenses for the driver and passengers up to £60 per person, per night, subject to an overall maximum of £900. This does not include the cost of meals or drinks.

Repatriation of your vehicle to your home address or your nominated repairer in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, if your vehicle cannot be repaired by your declared return date, subject to the cost of the repatriation not exceeding the market value of your vehicle

Emergency repairs to make your vehicle secure in the case of wilful damage to windscreen, windows or locks caused solely through break-in or attempted break-in.

Urgent message transmission service to immediate relatives or business associates if breakdown, accident or fire results in immobilisation of your vehicle, or it is stolen.

Customs claims indemnity against continental customs claims if your vehicle is stolen or destroyed by fire.

SERVICE AFTER RETURN HOME.

The AA will pay the reasonable travel and hotel expenses for one person to collect the insured vehicle repaired abroad, using second class rail and other public transport fares, which are necessary to reach the place of collection.

In providing breakdown assistance the AA employees and contractors will use reasonable care and skill when providing the service. The AA can, however, cancel services or refuse to provide them if, in their opinion, the demands made are excessive, unreasonable or impracticable.

The AA will, in all cases, attempt to deliver the best service available within the country where the breakdown occurred. However, in certain circumstances you may be required to settle any account yourself - if this is the case all receipts should be retained and on your return to the UK you should claim reimbursement from the AA.

What is not covered in Europe

- The costs of any ferry crossing or toll charges.
- The carriage of any livestock that requires special transportation facilities.
- The cost of recovery of your vehicle if it is stuck in water, a bog, a ditch or on a beach or if it has overturned unless this forms part of your insurance claim.
- The repair or recovery of your vehicle if it broke down at the premises of a motor trader.
- The cost of spare parts, petrol, oil, keys or other materials and garage labour;
- Any vehicles that:
 - a. Are carrying a dangerous or illegal load.
 - b. Cannot be recovered by normal trailers or transport.

General Terms and Conditions of Section 15

1. This Cover is governed by the laws of England.
2. Under the terms of this Cover "You/you" and "Your/your" means the person entitled to the benefit under this Cover.
3. This product is arranged by MBP.
4. Upon renewal of your breakdown cover, the services that you receive will be those set out in the Terms and Conditions ("Terms") current at the time of such renewal. Regardless of who may have supplied these or any subsequent or replacement Terms, the provisions contained therein are and shall be deemed to be those of the AA.
5. All qualifying vehicles must be registered at the same address.
6. We will provide the services under the Cover provided you have paid for your insurance policy extension, if applicable, including AA cover subscription, and you do not owe your Insurer any money.
7. You must produce a valid scheme code or proof of identity to use our services. If these are not available we may refuse service.

8. We will take legal action against anyone who uses our services dishonestly.
9. If service is provided to a child, an adult must accompany the child.
10. Work cannot be undertaken on your vehicle if it is unattended.
11. If someone other than you calls us out to attend your vehicle, you will have to pay any costs that go above the terms of Cover.
12. We and our associated contractors will use reasonable skill and care when providing the service.
13. We will not be responsible to you for any indirect losses which you incur as a result of our acts or omissions. This does not apply to any claim you have against us for death or personal injury and does not affect your statutory rights.
14. We will not make a refund if you cancel or downgrade your Cover.
15. We do not guarantee to carry out the services in whole, or in part, if we are prevented from doing so due to any circumstances beyond our reasonable control including, without limitation; the activities of civil or government authorities; industrial disputes; acts of God; or severe weather conditions.
16. We have the right to refuse to give service and/or cancel your Cover if anyone using the service behaves in a threatening or abusive way to our staff or contractors.
17. Your telephone calls to and from us may be monitored and recorded for the purposes of staff training and quality assessment. This complies with Ofcom regulations.
18. If the service you require is not provided for under these Terms, we will try, if you wish, to arrange it at your expense. The terms of, and any payment for, any such service are a matter for you and the supplier.

19. Our services do not cover vehicles, which have broken down as a result of taking part in a motor sport event, which takes place off the road and/or is not subject to the normal rules of the road.

For example: Vehicles participating in a treasure hunt, touring assembly or navigational road rally which takes place on the road or public place and complies with the normal rules of the road, are covered; whereas cover will not be extended to vehicles which have broken down as a result of a motor sport event which takes place on a permanent, or temporary constructed race track e.g. Snetterton or Oulton Park, or rally circuit.

Section 16

Legal Services and Advice ~ Uninsured Loss Recovery

Cover under this Section is underwritten by DAS Legal Expenses Insurance Company Limited. ("DAS")

DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Authorised and regulated by the Financial Services Authority. Registration number 202106

Definitions (applicable to Section 16 only)

The following Definitions apply to this Section only

Insured person

You, and any passenger or driver who is in or on your vehicle with your permission. Anyone claiming under this Section must have your agreement to claim.

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.

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 the agreement of DAS

Vehicle hire costs

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

Territorial limit

For legal costs:

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, the Czech Republic, Gibraltar, Hungary, Iceland, Liechtenstein, Macedonia, Malta, Monaco, Montenegro, Norway, Poland, Romania, San Marino, Serbia, Slovakia, Slovenia, Switzerland and Turkey (West of the Bosphorus).

For vehicle hire costs:

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

Insured incidents

For a claim for legal costs, an event which:

- causes damage to your vehicle or to personal property in it; or
- injures or kills an insured person while he or she is in or on your vehicle.

For a claim for vehicle hire costs, an accident involving a collision between your vehicle and another vehicle, as long as:

- your vehicle cannot be driven; and
- the accident was entirely the other person's fault.

What is covered?

Following an insured incident DAS will negotiate to recover an insured person's uninsured losses and costs and will help in appealing or defending an appeal.

If an appointed lawyer is used, DAS will pay the legal costs for this. DAS will also pay vehicle hire costs as long as DAS have agreed to them first.

The most DAS will pay for all claims that arise from the same insured incident is £100,000.

After a motor accident

If you are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident.

Replacement vehicle hire

If the accident was entirely the other person's fault, and your vehicle cannot be driven, DAS can usually arrange for you to have a replacement hire vehicle until your vehicle can be repaired.

How we help you if you have uninsured losses

Once DAS have accepted your claim, DAS aim to recover your uninsured losses from the other person who caused the accident. Uninsured losses could include the cost of repairing or replacing your vehicle, your motor insurance policy excess, compensation following injury or other out-of-pocket expenses.

DAS normally recover your uninsured losses through the DAS Motor Claims Centre but sometimes use appointed solicitors. Claims outside the UK may be dealt with by other DAS offices elsewhere in Europe.

Your claim

Telephone us on 0800 389 1708 as soon as possible after an accident to speak to one of our dedicated incident coordinators.

When DAS cannot help

DAS will not be able to help you if DAS think there is little chance of recovering your uninsured losses.

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 Protection

DAS will insure you under this Section as long as:

- * the insured incident happens during the period of insurance and within the territorial limit; and
- * any legal proceedings will be dealt with by a court or other body which DAS agree to in the territorial limit; and
- * in civil claims it is always more likely than not an insured person will recover damages (or other legal remedy) or make a successful defence.

Exceptions to Section 16

- 1 Any claim reported to DAS more than 180 days after the date an insured person should have known about the insured incident.
- 2 Any legal costs and vehicle hire costs that are incurred before DAS agree to pay them.
- 3 Any claim relating to a contract involving your vehicle.
- 4 Your vehicle being used by anyone who does not have valid motor insurance.
- 5 Any disagreement with DAS that is not in Condition 7.
- 6 Any legal action an insured person takes which DAS or the appointed lawyer have not agreed to or where the insured person does anything that hinders DAS or the appointed lawyer.
- 7 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 his or her own arrangements for vehicle hire after an insured incident.
- 8 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.
- 9 Apart from DAS, the insured person is the only person who may enforce all or part of this Section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this Section in relation to any third party rights or interest.

Conditions to Section 16

- 1 An insured person must:
 - (a) Keep to the terms and conditions of this Section.
 - (b) Take reasonable steps to keep any amount DAS have to pay as low as possible.
 - (c) Try to prevent anything happening that may cause a claim.
 - (d) Send everything DAS ask for, in writing.
 - (e) Give DAS 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 an 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) If DAS agree to start legal proceedings, or if there is a conflict of interest, an insured person can choose an appointed lawyer by sending DAS the lawyer's name and address. DAS may choose not to accept the choice of lawyer, but only in exceptional circumstances.

If there is a disagreement over the choice of appointed lawyer, another lawyer can be appointed to decide the matter (see Condition 7).
 - (c) Before an insured person chooses a lawyer, DAS can appoint an appointed lawyer.
 - (d) An appointed lawyer will be appointed by DAS and represent an insured person according to their standard terms of appointment. 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 DAS 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 the amount of damages he or she is claiming instead of starting or continuing legal proceedings.
- 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, or if an insured person dismisses an appointed lawyer, the cover DAS provide will end at once, unless DAS 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 DAS provide will end at once.
- 7 If DAS and an insured person disagree about the choice of appointed lawyer, or about the handling of a claim, DAS and the insured person can choose another lawyer to decide the matter. We must both agree to this in writing. If we cannot agree with the insured person about the choice of the second lawyer, DAS will ask the president of a relevant national law society to choose a lawyer. Whoever loses the disagreement will have to pay the costs of settling it.
- 8 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.
- 9 The following conditions apply to any claim for vehicle hire costs.
 - a) An insured person must agree to DAS trying to recover any vehicle hire costs in his or her name and any costs recovered must be paid to DAS.
 - b) DAS will choose the vehicle hire company and the type of vehicle to be hired.
 - c) DAS will decide how long a vehicle can be hired for.
 - d) An insured person must meet the age and licensing rules of the vehicle hire company DAS choose and must follow any conditions of hire.

HELPLINE SERVICES

DAS provide these services 24 hours a day, 7 days a week during the period of insurance. To help DAS check and improve our service standards, we record all calls.

EuroLaw Personal Legal and Tax Advice Service

DAS will give an insured person confidential legal advice over the phone on any personal legal or tax problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Telephone 0117 934 0107

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

Please do not phone this number to report a general insurance claim.

General Exceptions

Your policy does not cover the following:

- (1) any accident, injury loss or damage while any vehicle insured under this policy is being:
 - (i) used or driven other than in accordance with the terms of your Certificate of Motor Insurance except that cover will not be withdrawn
 - (ii) while the vehicle is in the custody or control of a member of the Motor Trade for overhaul upkeep or repair
 - (iii) if the injury loss or damage was caused by theft of the vehicle or its being taken without your consent or other lawful authority
 - (iv) by reason of the person driving not holding a valid licence to drive your vehicle if at the time of the event giving rise to the claim you had no knowledge of such deficiency
 - (v) driven by you unless you hold a valid licence to drive your vehicle or you have held and are not disqualified for holding or obtaining such a licence
 - (vi) driven by anyone else with your general consent who to your knowledge does not have a licence to drive your vehicle and has never held one or is disqualified for holding or obtaining such a licence
- (2) any liability you have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist except as provided in Section 4
- (3) loss or destruction of or damage to any property or any loss or expense resulting or arising from it or any consequential loss

- (4) any legal liability of any nature directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations 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 thereof
- (5) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - (i) war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power
 - (ii) any action taken in controlling preventing suppressing or in any way relating to (5)(i) above except as is necessary to meet the requirements of the Road Traffic Acts
- (6) any accident, injury, loss or damage (except under Section 8 of the policy) if any vehicle is registered elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

General Conditions

This policy, the Schedule and the Certificate of Motor Insurance are to be read together and any word or expression to which a specific meaning has been attached in these documents will have the same meaning wherever it appears

Claims procedure

1. As soon as reasonably possible after any accident, injury, loss or damage, you or your legal personal representatives must give us full details of the incident in writing. Any communication you receive about the incident should be sent to your Incident Coordinator immediately. You or your legal personal representatives must also let us know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest or a fatal accident inquiry.
2. You or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without our written consent. If we want to, we can take over and conduct in your name or the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for our own benefit to recover any payment we have made under this policy. We shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give us all the information and assistance necessary for us to achieve a settlement.

3. Where there is a claim, or a number of claims arising out of one incident, and this relates to payment for liability for damage to property, we may, at any time, pay you the full amount we are required to pay under the policy (less any sums we have already paid in compensation) or, any less amount for which such claims can be settled and, having done so, relinquish the conduct and control of such claim(s) and be under no further liability for them. We will, however be liable for the payment of costs and expenses of litigation, recoverable or incurred, in respect of matters prior to the date of such payment.

Cancellation

- (4) (a) The Document Holder may cancel this Document of Insurance at any time by letter and returning this Document of Insurance, the Certificate(s) of Motor Insurance and Insurance Disc(s). Provided this Insurance is an annual contract and there have been no claims in the current period of Insurance the Document Holder will be entitled to a return of premium based on short period rates which are as follows:-

PERIOD NOT EXCEEDING	% OF ANNUAL PREMIUM PAYABLE
1 Month.....	20%
2 Months.....	30%
3 Months.....	40%
4 Months.....	50%
5 Months.....	60%
6 Months.....	70%
7 Months.....	80%
More than 7 months.....	100%

- (b) The Underwriters may cancel this Document by giving seven days notice by Recorded Delivery to the Document Holder's last known address (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland). Subject to condition (4)(c) the Document Holder will be entitled to a pro-rata return of premium upon receipt of the Document of Insurance, the Certificate(s) of Motor Insurance and Insurance Disc(s).
- (c) Where the premium or any part thereof was paid with the benefit of a finance agreement and there remains any sum outstanding (whether or not date of repayment of the said sum or any part thereof has fallen due) by the Document Holder to the provider of the finance (referred to hereafter as the Finance Company) at the date of cancellation under condition (4) (b) above the Underwriters may deduct from the sum otherwise payable under condition (4)(b) to the Document Holder all or part of any part of the sum outstanding by the Document Holder to the Finance Company provided that the sum thereby deducted is paid directly to the Underwriters to the Finance Company.

Other Insurance

5. If at the time of any claim arising under this policy there is any other insurance policy covering the same loss, damage or liability, we will only pay our share of the claim.

This provision will not place any obligation upon us to accept any liability under Section 2 which we would otherwise be entitled to exclude under Exception 1 to Section 2.

Your duty to prevent loss or damage

6. You shall at all times take all reasonable steps to safeguard your vehicle from loss or damage. You shall maintain your vehicle in efficient condition and we shall have, at all times, free access to examine your vehicle.

Arbitration

7. Where we have accepted a claim and there is disagreement over the amount to be paid, the dispute must be referred to an arbitrator to be agreed between you and us in accordance with the law at the time. When this happens, a decision must be made before you can take any legal action against us.

Your duty to comply with policy conditions

8. Our provision of insurance under this policy is conditional upon you observing and fulfilling the terms, provisions, conditions and endorsements of this policy.

Fraud

9. If any claim is in any way fraudulent or if you or anyone acting on your behalf has used any fraudulent means, including inflating or exaggerating the claim or submitting forged or falsified documents, all benefit under this policy shall be forfeited.

Payments made under compulsory insurance regulations and rights of recovery

10. If the law of any country in which this policy operates requires us to settle a claim which, if this law had not existed we would not be obliged to pay, we reserve the right to recover such payments from you or from the person who incurred the liability.

Complaints Procedures

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the services we offer.

What will happen if you complain?

- We will acknowledge your complaint within two working days of receipt
- We aim to resolve complaints within five working days
- Once an assessment and full investigation of your concerns has been made we will respond with a decision

Most of our customers concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update and give you an expected date of response. This will not be beyond 20 working days from when you first made your complaint.

If you remain unhappy with the decision you receive from MBP you may write to the Managing Director of QBE Insurance (Europe) Limited. If you are dissatisfied with the final decision you can refer the matter to the Financial Ombudsman Service (FOS).

The FOS will only consider your complaint if you have given us the opportunity to resolve it and you are a private policyholder, a business with a group turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net value of less than £1 million. Please follow the steps below. If however, we do not resolve your complaint within 40 working days the FOS will accept direct referral.

Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

What should I do?

The steps you should take if dissatisfied

Step 1

Seek resolution from your usual insurance adviser or contact:

The Managing Director
MiniBus Plus Ltd t/as MBP
Mill Court
Mill Street
Stafford
ST16 2AX

Step 2

If you remain unhappy with the decision you receive, please write with full details including Policy number and/or claim number to:

The Managing Director
QBE Insurance (Europe) Limited
One Coval Wells
Chelmsford
Essex
CM1 1WZ

A review of the matter will then be carried out at a senior level and a final decision given.

Step 3

If after making a complaint you are still unhappy and you feel the matter has not been resolved to your satisfaction please contact the Financial Ombudsman Service at:

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

(telephone: 08450 801800)

The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. For other classes of insurance, advising and arranging is covered for 100% of the first £2,000 of a claim and 90% of the remainder of the claim. There is no upper limit in either case.

Further information about compensation scheme arrangements is available from the FSCS.

Motor Insurance Database

You shall ensure that all vehicle and policy details are notified to the Underwriters within five business days of the effective date for entry on the Motor Insurance Database as required by the relevant Law applicable in Great Britain and Northern Ireland

Motor Insurance Database Data Protection

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing and by the Police for the purpose of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If you are involved in an accident (in the UK or abroad), other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to obtain relevant policy information. Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

You can find out more about this from us, or at www.miic.org.uk.

Claims and Underwriting Exchange & Motor Insurance Anti-Fraud and Theft Database Protection

Your details may be passed to the Claims and Underwriting Exchange Register (CUE), run by the Insurance Database Services Ltd (IDSL) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI). We also exchange information with the Police and/or other insurers and other organisations through various other databases. The aim is to help us check information provided and also to prevent fraudulent claims. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to claim. We will pass information relating to this incident to the registers

Data Protection

Your information may be disclosed to agents and service providers appointed by us (such as claims handling agents, approved engineers, and investigative agents.). Your information may also be transferred to any country including countries outside the European Economic Area for the purpose of administration.

Your information may be shared with other members of QBE Insurance Group.

Information held about you may, with some exceptions, be obtained through application to the appointed Data Controller.

Insurance Administration

Information you supply may be used for the purposes of insurance administration by the insurer, its associated companies and agents, by re-insurers and your Insurance Adviser. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. In assessing any claim made, the insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy or repossessions). Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

With limited exceptions, you have the right to access and if necessary rectify information held about you.

Credit Searches

In assessing your application/renewal, MBP and/or the insurer may search files made available to it by credit reference agencies, who may keep a record of that search. MBP and/or the insurer may also pass credit reference agencies information they hold about you and your payment record with them. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or assist the tracing of debtors or to prevent fraud.

MBP and/or the insurer may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and the total score is obtained. Where automatic credit scoring computations are used by the insurer, acceptance or rejection of your application/renewal will not depend only on the results of the credit scoring process.

Sensitive Data

In order to assess the terms of the insurance contract or administer claims, which arise, MBP and/or the insurer will need to collect data, which the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By accepting this new policy/renewal you will signify your consent to such information being processed by the insurer or their agent.



Your MBP Policy is underwritten by QBE Insurance (Europe) Limited (QIE)

QBE Insurance (Europe) Limited (QIE) is part of QBE European Operations, a division of the QBE Insurance Group. QIE is authorised and regulated by the Financial Services Authority. FSA registration number 202842.

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www.QBE.com

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