

Motor Fleet Policy Issued by Newline Insurance Company Limited

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Newline Insurance Company Limited is authorised and regulated by the Financial Services Authority.

Newline Insurance Company Limited is incorporated in England and Wales under Company No. 04409827 and its Registered Office is situated at Suite 5/4 The London Underwriting Centre, 3 Minster Court, Mincing Lane, London EC3R 7DD.

Data Protection Notice

Your Policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). This may be consulted by the Police in order to establish who is insured to drive any vehicle. If a person is involved in an accident (in the UK or abroad) other UK insurers, the Motor Insurers' Bureau and the MIIC may search the MID to ascertain relevant policy documentation.

Persons with a valid 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 your insurer, Newline Insurance Company Limited, or at www.miic.org.uk.

SPECIMEN

Motor Fleet Terms and Conditions

In consideration of the payment of, or promise to pay, the **Premium** by **You** and in reliance on the **Proposal** which is the basis of the **Policy**, **Newline** will insure **You** under the **Policy** in respect of the cover specified in Part A of the **Schedule of Insurance Cover**.

1. Definitions

Words in bold type in the **Policy** have the following meanings:

- 1.1. **Accessories** means additional or supplementary parts of the **Insured Vehicle** which are not directly related to its function as a vehicle such as:
- audio, visual and navigational equipment fitted to the **Insured Vehicle**;
 - telephones permanently fitted to the **Insured Vehicle**;
 - the **Insured Vehicle's** manufacturer's tool kit and first aid kit and other manufacturer's equipment supplied with the **Insured Vehicle**; and
 - sheet ropes and tarpaulins for wagons.
- 1.2. **Accident** means:
- an unforeseen and unintentional occurrence or event; or
 - a series of related and/or interconnected unforeseen and unintentional occurrences or events; or
 - a series of unforeseen and unintentional occurrences or events arising out of one and the same event;
- involving one or more **Insured Vehicles** and/or, in the case of **Section 7**, one or more **Trailers**.
- 1.3. **Bodily Injury** means accidental injury, sickness or disease of the body and any directly consequent death or mental injury, as well as any mental injury arising from an imminent and immediate risk of an injury to the body.
- 1.4. **Business** means **Your** business, as stated in the **Policy Schedule**.
- 1.5. **Certificate of Motor Insurance** means the document issued by **Newline** to **You**, pursuant to and as part of the **Policy**, which evidences the existence of motor insurance as required by law.
- 1.6. **Claim** means:
- a written demand made against **You** for money in respect of **Third Party Losses** arising out of an **Accident**; and/or

- b) any claim for cover, indemnity or other benefits made under the **Policy** whether by the **Insured**, the **Driver** or any other person entitled to such indemnity.
- 1.7. **Commercial Vehicle** means any **Insured Vehicle** other than a **Private Car**.
- 1.8. **Costs and Expenses** means such reasonable and necessary legal fees, disbursements and other adjustment expenses incurred with **Newline's** written consent in the investigation, defence and settlement of a **Claim for Third Party Losses**.
- 1.9. **Declaration Basis** means the basis, as set out in the **Declaration Endorsement**, by which **You** can amend or add to the **Schedule of Insured Vehicles** during the **Policy Period**.
- 1.10. **Declaration Date** means the date stated in the **Declaration Endorsement** or the **Policy** for the purposes of calculating any adjustment in **Premium**.
- 1.11. **Declaration Endorsement** means the **Endorsement** which sets out how new, additional or replacement motor vehicles can become **Insured Vehicles** during the **Policy Period**.
- 1.12. **Description of Use** means the purpose for which the **Insured Vehicle** may be used by **You**, as set out in the applicable **Certificate of Motor Insurance**.
- 1.13. **Driver** means any **Employee** or other person to whom **You** give express prior consent to drive or otherwise be in charge of an **Insured Vehicle**.
- 1.14. **Employee** means any:
- a) person under a contract of service or apprenticeship with **You**;
 - b) person undertaking study or work experience with **You**;
 - c) person while working under **Your** control in connection with the **Business**; or
 - d) person supplied to **You** under any Youth Training or similar government scheme.
- 1.15. **Endorsement** means an agreement in writing which adds to or changes the **Policy**.
- 1.16. **Excess** means the amount **You** shall first pay towards the agreed cost of any **Claim**.
- 1.17. **Geographical Limits** means:

- a) Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;
 - b) any other member country of the European Union;
 - c) Norway, Switzerland Liechtenstein and Iceland;
 - d) such other country in respect of which **Newline** agrees to provide cover under the **Policy** following a request by **You**, but only for the period agreed by **Newline** and only once any additional **Premium** has been paid; and
 - e) in the course of transit (including processes of loading and unloading) between these countries, provided that the duration of transit under normal conditions is not ordinarily greater than 65 hours.
- 1.18. **Glass and Windscreen** means the windscreen and any and all windows of an **Insured Vehicle**.
- 1.19. **Green Card** means an International Insurance Certificate.
- 1.20. **Hazardous Goods** means those goods detailed in the following regulations:
 - a) The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2004;
 - b) The Carriage of Dangerous Goods by Road Regulations 1996;
 - c) The Dangerous Substances (Conveyance by Road in Road Tankers and Tank Containers) Regulations 1992; and
 - d) The 'Approved List of Dangerous Substances', as published by the Health and Safety Executiveor any re-enactment or replacement of such regulations and other legislation of similar intent (including subsequent legalisation), if applicable.
- 1.21. **Insured** means **You**, the person or entity named in the **Policy Schedule** as the insured.
- 1.22. **Insured Vehicle** means any motor vehicle:
 - a) the registration mark of which is set out in the **Schedule of Insured Vehicles**; and/or
 - b) the specific description by class, weight, size, type and engine size of which is set out in the **Schedule of Insured Vehicles**; and/or
 - c) acquired by the **Insured** during the **Policy Period** and protected by the **Policy** in accordance with the terms of the **Declaration Endorsement**,provided that in the event of any **Insured Vehicle** being sold by **You** during the **Policy Period**, that **Insured Vehicle** shall immediately cease to be an **Insured Vehicle** at the time and date of sale by **You**.

- 1.23. **Lessor of Loaned or Hired Vehicles** means the registered owner of an **Insured Vehicle** which is loaned or hired to **You**.
- 1.24. **Limit of Indemnity** means the maximum amount payable by **Newline** under the **Policy** for each different type of cover, as individually specified for that head of cover in the **Policy Schedule**.
- 1.25. **Market Value** means the actual cash value of the **Insured Vehicle** as determined by **Newline** at the time of an **Accident**.
- 1.26. **Motor Fleet Terms and Conditions** means the terms, conditions, exclusions, limitations and all other provisions whatsoever of this document.
- 1.27. **Newline** means Newline Insurance Company Limited.
- 1.28. **Own Loss or Damage** means accidental damage to, loss of or destruction of an **Insured Vehicle** and/or, in the case of **Section 7**, a **Specified Trailer**.
- 1.29. **Personal Effects** means **Your** and/or the **Driver's** and/or any passengers' personal property in the **Insured Vehicle** at the time of an **Accident**.
- 1.30. **Policy** means collectively the terms, conditions, exclusions, limitations and all other provisions whatsoever of the **Proposal, Certificate of Motor Insurance, Motor Fleet Terms and Conditions, Endorsement(s)** (if any) and the **Schedule(s)**.
- 1.31. **Policy Period** means the period shown on the **Policy Schedule**.
- 1.32. **Policy Schedule** means the document issued by **Newline** to **You** in conjunction with the **Policy** entitled "Policy Schedule".
- 1.33. **Principal** means any person or entity who or which is liable for any **Third Party Losses** only by reason of a contract between **You** and such person or entity.
- 1.34. **Private Car** means an **Insured Vehicle** which is a private passenger carrying vehicle designed by the manufacturer to have a capacity of seven or less passengers.
- 1.35. **Premium** means the sum set out in the **Policy Schedule** payable by **You** to **Newline**. **Premium** shall also include such additional sums which **You** must pay to **Newline** as set out in the **Declaration Endorsement**.

- 1.36. **Proposal** means any and all information provided by **You** to **Newline** prior to the effective date of the **Policy**, including any written proposal form and/or insurance statement and/or intermediary presentation and/or declaration.
- 1.37. **Schedule of Insurance Cover** means the document issued by **Newline** to **You** in conjunction with the **Policy** entitled “Schedule of Insurance Cover”.
- 1.38. **Schedule of Insured Vehicles** means the document issued by **Newline** to **You** in conjunction with the **Policy** entitled “Schedule of Insured Vehicles”.
- 1.39. **Schedules** means collectively the **Policy Schedule**, the **Schedule of Insurance Cover** and the **Schedule of Insured Vehicles**.
- 1.40. **Section** means any one or more paragraphs or parts of the **Motor Fleet Terms and Conditions**, as identified by number.
- 1.41. **Specified Trailer** means any **Trailer** **You** own or for which **You** are legally responsible, details of which have been provided to **Newline** in writing prior to the effective date of the **Policy** and/or prior to a **Declaration Date** in accordance with the **Declaration Endorsement**.
- 1.42. **Third Party Bodily Injury** means **Bodily Injury** arising out of an **Accident** other than any such **Bodily Injury** to the **Driver** of an **Insured Vehicle** which was involved in that **Accident**.
- 1.43. **Third Party Losses** means **Third Party Bodily Injury** and/or **Third Party Property Damage**.
- 1.44. **Third Party Property Damage** means accidental damage to, loss of or destruction of tangible property of any person or entity other than **You** arising out of an **Accident**.
- 1.45. **Trailer** means any drawbar trailer, semi trailer, articulated trailer, agricultural or forestry implement or machine which cannot itself be driven and which is designed by its manufacturer to be towed by a motor vehicle.
- 1.46. **You** means the **Insured** and **Your** means the **Insured’s**.

2. Your Liability to Third Parties

Your Liability to Others

- 2.1. **Newline** will indemnify **You** for all sums including claimants' legal costs and disbursements that **You** become legally liable to pay in respect of **Claims** made against **You** for **Third Party Losses** arising out of an **Accident** involving a **Driver** and occurring during the **Policy Period** within the **Geographical Limits**.
- 2.2. **Newline** will indemnify **You** for the **Costs and Expenses** incurred in respect of **Claims** covered by **Section 2.1**.

Criminal Proceedings

- 2.3. In the event a person dies as a result of an **Accident** involving a **Driver** occurring during the **Policy Period** and within the **Geographical Limits**, **Newline** will, in its sole discretion, indemnify **You** and/or the **Driver** in respect of legal costs and disbursements incurred in defending **You** in criminal proceedings for manslaughter, corporate manslaughter or causing death by dangerous driving.

Other Persons Covered

- 2.4. The cover under **Sections 2.1** and **2.2** will extend to **Claims** for **Third Party Losses** arising out of an **Accident** involving a **Driver** and occurring during the **Policy Period** within the **Geographical Limits** made against :
- a) the estate and its legal representatives of an individual **Insured**; and/or
 - b) any person, including the **Driver**, travelling in or entering or leaving the **Insured Vehicle** involved in an **Accident** if **You** request **Newline** to do so,
- provided that **Newline** will only pay a maximum of one of each applicable **Limit of Indemnity** per **Accident**, regardless of the number of **Insureds** or other persons making a **Claim** under the **Policy**.

Movement of a Non-Insured Vehicle

- 2.5. The cover under **Sections 2.1** and **2.2** will extend to **Claims** made against **You** for **Third Party Losses** arising out of the movement of any motor vehicle which is not an **Insured Vehicle** by an **Employee** with a valid driving licence applicable to the class of such motor vehicle to allow safe passage of an **Insured Vehicle** occurring during the **Policy Period** within the **Geographical Limits** during the course of **Your Business**, provided that **Newline** will only pay a maximum of one of each applicable **Limit of Indemnity** per **Accident** regardless of the number of **Insureds** or other persons making a **Claim** under the **Policy**.

Insured Vehicle Being Driven Without Your Consent

- 2.6. The cover under **Sections 2.1 and 2.2** will extend to **Claims** made against **You** for **Third Party Losses** arising out of an **Accident** occurring during the **Policy Period** within the **Geographical Limits** where the **Insured Vehicle** is being used or driven by any person without **Your** knowledge or consent. However, **Newline** will not cover under the **Policy** the person driving or using the **Insured Vehicle**. **Newline** will only pay a maximum of one of each applicable **Limit of Indemnity** per **Accident** regardless of the number of **Insureds** or other persons making a **Claim** under the **Policy**.

Unlicensed Drivers Where a Licence is Not Required by Law

- 2.7. The cover under **Sections 2.1 and 2.2** will extend to **Claims** made against **You** for **Third Party Losses** arising out of an **Accident** occurring during the **Policy Period** within the **Geographical Limits** where the **Insured Vehicle** is being used or driven by an unlicensed driver when a licence is not required by law, provided always that such person is driving on **Your** order or with **Your** permission and such person is of an age to hold a licence applicable to the type of vehicle being driven and is competent to drive the **Insured Vehicle**.

Unauthorised Use of an Insured Vehicle

- 2.8. The cover under **Sections 2.1 and 2.2** will extend to **Claims** made against **You** for **Third Party Losses** arising out of the unauthorised use of an **Insured Vehicle** by any **Employee** occurring during the **Policy Period** provided that **You** shall have taken all reasonable precautions to ensure that **Your Employees** are made aware of and comply with restrictions applicable to the use of the **Insured Vehicle**.

Emergency Medical Treatment Costs

- 2.9. **Newline** will indemnify **You** for the costs of emergency medical treatment arising out of an **Accident** occurring during the **Policy Period** within the **Geographical Limits**, as required by the Road Traffic Acts.

Loaned or Hired Vehicles

- 2.10. The cover under **Sections 2.1-2.9** will extend to a **Lessor of Loaned or Hired Vehicles** provided that:
- a) any **Claim** against the **Lessor of Loaned or Hired Vehicles** arises only by virtue of its registered ownership of the **Insured Vehicle** and that neither the **Lessor of Loaned or Hired Vehicles** nor any agent or

- Employee** of the **Lessor of Loaned or Hired Vehicles** was involved in or contributed to or caused the **Accident** giving rise to the **Claim**;
- b) the contract between **You** and the **Lessor of Loaned or Hired Vehicles** requires that **You** indemnify the **Lessor of Loaned or Hired Vehicles**;
 - c) **Newline** will only pay a maximum of one of each applicable **Limit of Indemnity per Accident** regardless of the number of **Insureds** or other persons making a **Claim** under the **Policy**;
 - d) the **Lessor of Loaned or Hired Vehicles** observes and is bound by the **Policy**; and
 - e) the **Lessor of Loaned or Hired Vehicles** is not entitled to indemnity under any other insurance.

Claims Against Principals

- 2.11. The cover under **Sections 2.1-2.9** will extend to a **Principal** provided that:
- a) any **Claim** against the **Principal** arises only by virtue of a contract between **You** and the **Principal**, which contract requires **You** to indemnify the **Principal** in respect of an **Accident**;
 - b) that neither the **Principal** nor any agent or **Employee** of the **Principal** was involved in or contributed to or caused the **Accident** giving rise to the **Claim**;
 - c) **Newline** will only pay a maximum of one of each applicable **Limit of Indemnity per Accident** regardless of the number of **Insureds** or other persons making a **Claim** under the **Policy**;
 - d) the **Principal** is not entitled to indemnity under any other insurance;
 - e) **Newline** will not be liable in respect of **Third Party Losses** arising from, contributed to or caused by any person or entity other than **You** or any of **Your Employees**; and
 - f) the **Principal** observes and is bound by the **Policy**.

Exclusions Applicable to Your Liability to Third Parties

- 2.12. **Newline** will not provide cover under **Section 2** for:
- a) **Third Party Losses** caused by a **Driver** of the **Insured Vehicle** (or the vehicle referred to in **Section 2.5**) who does not have a valid licence to drive the **Insured Vehicle** and is not an authorised unlicensed **Driver** covered by **Section 2.7**;
 - b) **Bodily Injury** to the **Driver** of the **Insured Vehicle**;
 - c) accidental damage to loss of or destruction of **Your** and/or the **Driver's** property or property in **Your** and/or the **Driver's** care, custody or control;

- d) the **Bodily Injury** of any **Employees** or other person arising out of or in the course of their employment by **You**, except in so far as may be required by the Road Traffic Acts;
- e) any **Claim** arising from or in connection with the loading or unloading of the **Insured Vehicle** beyond the limits of any carriageway, except in so far as may be required by the Road Traffic Acts;
- f) damage to or loss of or destruction of property being conveyed by the **Insured Vehicle**;
- g) **Third Party Losses** resulting from mis-delivery of a load from the **Insured Vehicle**;
- h) **Third Party Losses** arising out of or in connection with the operation of the **Insured Vehicle** as either a tool of trade or as plant, except in so far as may be required by the Road Traffic Acts;
- i) Legal costs and disbursements incurred by or on behalf of **You** in connection with any criminal proceedings, other than for which **Newline** agrees to provide cover;
- j) any fines or penalties (including fixed penalties and penalty points) and the consequences thereof or any legal costs and disbursements incurred by or on behalf of **You** in connection therewith;
- k) any **Claim** made by one **Insured** against another **Insured**;
- l) any and all financial or consequential losses arising or resulting from or in connection with **Third Party Property Damage**;
- m) **Third Party Losses** caused deliberately by a **Driver**;
- n) **Third Party Losses** arising from carrying or preparing or selling or supplying any goods or food or drink from an **Insured Vehicle**; or
- o) for the amount of the **Third Party Property Damage Excess**, as stated in the **Policy Schedule**.

3. Loss of or Damage to an Insured Vehicle

Protection for Your Own Vehicles

- 3.1. **Newline** will indemnify **You** for **Own Loss or Damage** occurring during the **Policy Period** within the **Geographical Limits** caused by:
 - a) an **Accident**;
 - b) a deliberate act by any person other than an **Employee**;
 - c) fire, lightning or explosion; and/or
 - d) theft or attempted theft.

- 3.2. **Newline** will also indemnify **You** for **Glass and Windscreen** damage as a result of an **Accident** during the **Policy Period**.

Insured Vehicle Being Driven Without Your Consent

- 3.3. The cover under **Section 3.1** will extend to **Own Loss or Damage** occurring during the **Policy Period** within the **Geographical Limits** caused by an **Accident** or a deliberate act by any person other than an **Employee** where the **Insured Vehicle** is being used or driven by any person without **Your** knowledge or consent. However, **Newline** will not cover under the **Policy** the person driving or using the **Insured Vehicle**. **Newline** will only pay a maximum of one **Limit of Indemnity** for **Own Loss or Damage** under **Section 3**, where the **Insured Vehicle** is being driven without **Your** knowledge or consent, regardless of the number of **Insureds** or other persons making a **Claim** under the **Policy**.

Unlicensed Drivers Where a Licence is Not Required by Law

- 3.4. The cover under **Section 3.1** will extend to **Own Loss or Damage** caused by an **Accident** occurring during the **Policy Period** within the **Geographical Limits** where the **Insured Vehicle** is being used or driven by an unlicensed driver when a licence is not required by law, provided always that such person is driving on **Your** order or with **Your** permission and such person is of an age to hold a licence applicable to the type of vehicle being driven and is competent to drive the **Insured Vehicle**.

Unauthorised Use of an Insured Vehicle

- 3.5. The cover under **Section 3.1** will extend to **Own Loss or Damage** caused by an **Accident** occurring during the **Policy Period** within the **Geographical Limits** and arising out of the unauthorised use of the **Insured Vehicle** by any **Employee**, provided that **You** shall have taken all reasonable precautions to ensure that **Your Employees** are made aware of and comply with restrictions applicable to the use of the **Insured Vehicle**.

Repair or Replace

- 3.6. **Newline** will decide whether to:
- a) repair; or
 - b) replace;

the **Insured Vehicle**. If **Newline** decides to replace the **Insured Vehicle**, **Newline** will, in its sole discretion, either pay to **You** the **Market Value** of the **Insured Vehicle** or provide to you an alternative motor vehicle of the same make and similar model, specification, age and condition. **Newline** will then become entitled to possession and ownership of the lost or damaged vehicle.

Payment to the Owner of the Insured Vehicle

- 3.7. If an **Insured Vehicle** is subject to a hire purchase agreement or any other type of lease or similar arrangement, payment by **Newline** under **Section 3.1** will be made to the registered owner of the **Insured Vehicle**, whose receipt shall be a full and final discharge to **Newline** in respect of any **Claim** under the **Policy** for **Own Loss or Damage**.

Replacement with a New Vehicle

- 3.8. If, within 12 months of its first registration as a new vehicle, **You** make a **Claim** under the **Policy** for **Own Loss or Damage** in respect of an **Insured Vehicle** as a result of:

- a) theft, where the **Insured Vehicle** is not recovered within 28 days of the date of the theft; or
- b) an **Accident**, and the cost of repair exceeds 60% of the list price (including tax) of the **Insured Vehicle** at the time of the **Accident**,

Newline will, subject to availability and with **Your** (and any other interested party's) written consent, replace (or pay for the cost of replacement of) the **Insured Vehicle** with a new vehicle of the same make and similar model, specification, age and condition instead of making monetary payment for the **Claim** under the **Policy**. **Newline** will then become entitled to possession and ownership of the lost or damaged vehicle.

- 3.9. Where the lost or stolen vehicle is a **Commercial Vehicle**, the maximum **Newline** will pay under **Section 3.6** will be £5,000 more than the **Commercial Vehicle's Market Value** immediately before the theft or **Accident**.

Repair Authority

- 3.10. Where the total cost of permanent repairs to the **Insured Vehicle** required as a result of an **Accident** do not exceed the repair authority sum set out in the **Policy Schedule** **You** may approve such repairs, provided that a **Newline** approved repairer is used. After **You** have paid the **Excess**, **Newline** will then reimburse **You** for the cost of such repair.
- 3.11. If the total cost of permanent repairs to the **Insured Vehicle** required as a result of an **Accident** is estimated to exceed the repair authority sum set out in the **Policy Schedule**, **You** must obtain written authority from **Newline** before repairing or altering the **Insured Vehicle** damaged in an **Accident** and a **Newline** representative will have the right to examine the **Insured Vehicle** and approve the arrangement for the repairs. **Newline** will not reimburse **You** in respect of **Own Loss or Damage** in if **You** do not comply with **Section 3.11**.

Retrieving Disabled Vehicles

- 3.12. If the **Insured Vehicle** is un-roadworthy or disabled as a result of **Own Loss or Damage**, **Newline** will pay for the reasonable cost of protecting and transporting the **Insured Vehicle** to the nearest approved repairers. **Newline** will also pay the reasonable cost of delivery of the **Insured Vehicle** to **You** after repair of **Own Loss or Damage** to **Your** address in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- 3.13. **Newline** will only pay a maximum **Limit of Indemnity** for **Own Loss or Damage** per **Accident** under this Section 3 regardless of the number of **Insureds** or other persons making a **Claim** under the **Policy**.

Insured Vehicle in the Care of the Motor Trade

- 3.14. The cover under **Section 3.1** above will extend to **Own Loss or Damage** caused to an **Insured Vehicle** while it is in the custody or control of a member of the motor trade for the purpose of, and while being used solely for testing, overhaul, upkeep or repair.

Loss or Theft of Keys

- 3.15. In the event of loss or theft of an **Insured Vehicle's** key(s) or lock transmitter during the **Policy Period**, **Newline** will, to the extent necessary to protect the **Insured Vehicle**, pay for the replacement of:
- a) the door locks;
 - b) the boot locks;
 - c) the ignition steering lock;
 - d) the lock transmitter; and/or
 - e) central locking interface
- subject to the replacement lock or transmitter being standard manufacturer specification on the **Insured Vehicle**.

Exclusions Applicable to Your Entitlement to Reimbursement for Own Loss or Damage

- 3.16. **Newline** will not provide cover under **Section 3** for:
- a) the amount of the **Excess**, as stated in the **Policy Schedule**;
 - b) loss of use or depreciation or wear and tear or mechanical or electrical or computer breakdowns, failures or derangement of the **Insured Vehicle**;
 - c) any damage to tyres caused by application of brakes or by road puncture, cuts or bursts;

- d) any reduction in **Market Value** following an **Accident**;
- e) **Own Loss or Damage** where possession of the **Insured Vehicle** is obtained by misrepresentation or deception;
- f) **Own Loss or Damage** caused by theft unless the ignition key was removed from the **Insured Vehicle** and all openings, including doors, windows, hatchback boot and roof were closed and securely locked at the time of the theft;
- g) any amount in excess of £1,000 after **You** have paid the **Excess** as stated in the **Policy Schedule** for **Accessories** which were not part of the manufacturer's standard equipment fitted at first registration of the **Insured Vehicle**;
- h) **Own Loss or Damage** caused by or resulting from a failure by **You** and/or the **Driver** of the **Insured Vehicle** to take such precautions as a prudent person would take to prevent such **Own Loss or Damage**;
- i) **Own Loss or Damage** caused by or resulting from a failure to use the correct fuel type;
- j) **Personal Effects**;
- k) any and all financial or consequential losses arising or resulting from or in connection with **Own Loss or Damage**;
- l) **Own Loss or Damage** caused by or resulting from the **Insured Vehicle** being driven whilst in an un-roadworthy condition;
- m) **Own Loss or Damage** caused by, arising out of or in connection with the operation of the **Insured Vehicle** as either a tool of trade or as plant;
- n) any **Trailer** not owned by the **Insured**; or
- o) any **Own Loss or Damage** caused by the crushing, intentional destruction or sale of the **Insured Vehicle** following its impounding.

4. Loss or Damage to Glass and Windscreen

- 4.1. **Newline** will indemnify **You** for the cost of repairing or replacing damaged or broken **Glass and Windscreen** occurring during the **Policy Period** provided that any repair or replacement is undertaken by a fitter approved and authorised by **Newline**.
- 4.2. Where **Glass and Windscreen** is repaired, **You** will not pay an **Excess**.
- 4.3. **Claims** under the **Policy** for **Glass and Windscreen** are subject to the **Limit of Indemnity** provided for **Glass and Windscreen**, as set out in the **Policy Schedule**.

Exclusions Applicable to Your Cover for Glass and Windscreen

- 4.4. **Newline** will not provide cover under **Section 4** for:
 - a) any **Claim** under the **Policy** for **Glass and Windscreen** caused by or resulting from any deliberate act by **You**, the **Driver** or an **Employee**;
or
 - b) **Glass and Windscreen** damaged or broken as a result of an **Accident**.

5. Loss or Damage of Personal Effects

- 5.1. **Newline** will indemnify **You** for damage to or loss of or destruction of **Personal Effects** caused by theft or an **Accident** occurring during the **Policy Period**. At **Your** request, **Newline** will also indemnify any **Driver** and/or passenger in an **Insured Vehicle** involved in the **Accident** for damage to or loss of or destruction of their **Personal Effects** provided that payment to such other person shall be subject to the **Policy**, including the exclusions applicable to **Section 5**. Receipt by such other person of payment by **Newline** pursuant to **Section 5** shall be in full discharge of **Newline's** obligations to such other person under **Section 5**.
- 5.2. **Newline** will only pay a maximum of one **Limit of Indemnity** as set out in the **Policy Schedule** for **Personal Effects** per **Insured Vehicle** regardless of the number of **Insureds** or other persons making a **Claim** under the **Policy**.

Exclusions Applicable to Newline's Liability for Loss or Damage of Personal Effects

- 5.3. **Newline** will not provide cover under **Section 5** for:
- a) damage to or loss of or destruction of:
 - (i) money, stamps, tickets, documents, securities or any form of negotiable instruments;
 - (ii) portable electronic goods or equipment;
 - (iii) goods or samples carried in connection with any trade or business;
 - (iv) tapes, cassettes, compact discs or DVDs; or
 - (v) tools or equipment being carried in connection with any trade or business.
 - b) the amount of the **Excess**, as stated in the **Policy Schedule**;
 - c) damage to or loss of or destruction of **Personal Effects** where possession of the **Insured Vehicle** is obtained by misrepresentation or deception;
 - d) damage to or loss of or destruction of **Personal Effects** where possession of the **Insured Vehicle** is obtained by theft, unless the ignition key was removed from the **Insured Vehicle** and all openings including doors, windows, hatchback boot and roof were closed and securely locked at the time of the theft;
 - e) damage to or loss of or destruction of **Personal Effects** caused by or resulting from a failure by **You** and/or the **Driver** of the **Insured Vehicle** to take such precautions as a prudent person would take to prevent such damage to or loss of or destruction of **Personal Effects**; or
 - f) any and all financial or consequential losses arising or resulting from damage to or loss of or destruction of **Personal Effects**.

6. Medical Expenses

- 6.1. Newline will indemnify the **Driver** of an **Insured Vehicle** who sustains **Bodily Injury** as a result of an **Accident** during the **Policy Period** for any doctor's or surgeon's fees incurred by them as a result of such **Bodily Injury**. Where **You** have paid any such fees, **Newline** will reimburse **You**.

7. Insurance Cover in respect of Towing Risks

Your Liability to Others in respect of Trailers

- 7.1. The cover under **Sections 2.1 –2.9**, as limited by **Section 2.12**, will extend to **Claims** made against **You** for **Third Party Losses** arising out of an **Accident** involving a **Trailer** occurring during the **Policy Period** within the **Geographical Limits**. However, cover will only be so extended where there is no other insurance in force covering the same **Claim** for **Third Party Losses** and no greater number of **Trailers** is being drawn than is permitted by law and:

- a) such **Trailer** remains at all times in **Your** care, custody and control;
- b) such **Trailer** is attached to an **Insured Vehicle**; or
- c) liability in respect of such a **Claim** is imposed on **You** by the Road Traffic Acts.

- 7.2. **Newline** will only pay a maximum of one of each applicable **Limit of Indemnity** per **Accident** regardless of the number of **Insureds** or other persons making a **Claim** under the **Policy**.

Protection for Own Loss or Damage to Specified Trailers

- 7.3. Where purchased cover under **Section 3**, as limited by **Section 3.16**, will extend to **Own Loss or Damage to Specified Trailers** occurring during the **Policy Period** caused by:

- a) an **Accident**;
- b) a deliberate act by any person other than an **Employee**;
- c) fire, lightning or explosion; and/or
- d) theft or attempted theft.

- 7.4. However, there will be no cover under **Section 7.3**:

- a) where such **Specified Trailer** is attached to a vehicle other than an **Insured Vehicle**;
- b) unless such **Specified Trailer** remains at all times in **Your** care, custody and control;
- c) where a greater number of **Trailers** is being drawn than is permitted by law;
- d) unless, where detached from an **Insured Vehicle**, such **Specified Trailer** is kept on premises owned or occupied by **You** or premises

- used for collection or delivery by **You**, and in either case such premises are secure and protected by appropriate security measures such as a suitable fence, locked door/gate and/or security patrol and/or CCTV; or
- e) unless if such **Specified Trailer** is detached from an **Insured Vehicle**, only temporarily detached during the course of a journey.

- 7.5. **Newline** will only pay a maximum of one **Limit of Indemnity** for **Own Loss or Damage** per **Accident** regardless of the number of **Insureds** or other persons making a **Claim** under the **Policy**.

Protection for Articulated Vehicles

- 7.6. For the purposes of this **Policy**, an articulated vehicle consisting of one tractor unit which is an **Insured Vehicle** and one **Trailer** which is attached to the tractor shall together constitute one **Insured Vehicle**.

Your Liability to Others in respect of Towing Disabled Vehicles

- 7.7. The cover under **Sections 2.1 –2.9**, as limited by **Section 2.12**, will extend to **Claims** made against **You** for **Third Party Losses** arising out of an **Accident** involving an **Insured Vehicle** towing a motor vehicle which is un-roadworthy or otherwise not capable of being driven, provided that the vehicle being towed is not being towed for reward.
- 7.8. **Newline** will only pay a maximum of one of each applicable **Limit of Indemnity** per **Accident** regardless of the number of **Insureds** or other persons making a **Claim** under the **Policy**.

Protection for Own Loss or Damage to an Insured Vehicle Being Towed

- 7.9. Where the **Insured Vehicle** is being towed because it is un-roadworthy or otherwise not capable of being driven, cover under **Section 3**, as limited by **Section 3.16**, will extend to **Own Loss or Damage** to an **Insured Vehicle** caused by:
- a) an **Accident**;
 - b) a deliberate act by any person other than an **Employee**;
 - c) fire, lightning or explosion; or
 - d) theft or attempted theft
- occurring during the **Policy Period** and within the **Geographical Limits**.

Exclusions Applicable to Section 7 – Towing Risks

- 7.10. **Newline** will not provide cover under this **Section 7** for:
- a) any **Claim** where the **Insured Vehicle** to which the **Trailer** is attached if it is drawing a greater number of **Trailers** than is permitted by law;

- b) the amount of the **Excess**, as stated in the **Policy Schedule**, in respect of any payment made solely under **Section 7**;
- c) any **Claim** arising from, contributed by, caused by or in connection with the operation of the **Trailer** as a tool of trade or any plant forming part of the **Trailer** (other than a lifting device for self loading);
- d) any **Claim** in relation to property being conveyed on or in the **Trailer** or vehicle being towed;
- e) any **Claim** in relation to damage to any fixtures, fittings or utensils carried in or on the **Trailer**;
- f) any **Claim** in relation to loss of or damage to any disabled mechanically propelled vehicle which is being towed by the **Insured Vehicle**;
- g) loss of or damage to any **Trailer** or caravan owned by any **Employee**; or
- h) any other **Claim** that would have been excluded if made in respect of an **Insured Vehicle** under **Sections 2 or 3**.

8. Personal Accident

8.1. **Newline** will pay the sum of £10,000 per person to:

- a) any **Insured**; and/or
- b) any **Driver**; or
- c) the estate of any **Insured** or **Driver**

involved in an **Accident** during the **Policy Period** within the **Geographical Limits** who, as a direct result of an **Accident**, within 3 months of the date of the **Accident** sustains death; or total and irrecoverable loss of all sight in one or both eyes; or total loss of one or more limbs by physical separation at or above the wrist or ankle.

Exclusions Applicable to Your liability for Personal Accident

8.2. **Newline** shall not provide cover under **Section 8**:

- a) if the person suffering death, total and irrecoverable loss of all sight in one or both eyes or total loss of one or more limbs by physical separation at or above the wrist or ankle is aged under 17 or over 70 at the time of the **Accident**;
- b) if death, total and irrecoverable loss of all sight in one or both eyes or total loss of one or more limbs by physical separation is caused by or contributed to or accelerated by or in connection with suicide or attempted suicide or alcohol or drug abuse;
- c) for more than £10,000 in total per person during one **Policy Period** regardless of the number of **Accidents**;
- d) for any **Insured** or person who is legally entitled to make a **Claim** against an **Insured** which is covered under **Section 2**.

- 8.3. Any payment under **Section 8** shall erode the applicable **Limit of Indemnity** for **Own Loss or Damage**.

9. Foreign Use

- 9.1. Within the **Geographical Limits** apart from Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, the cover provided by the **Policy** in respect of **Third Party Losses** is limited to provide the minimum insurance cover required to comply with the laws relating to compulsory insurance of motor vehicles in the county in which a **Driver** is driving an **Insured Vehicle** or of Great Britain, whichever are the more generous.

Green Cards

- 9.2. All countries whose insurance requirements follow EC/EU directives have agreed that a **Green Card** is no longer necessary. The **Certificate of Motor Insurance** should provide sufficient evidence that **You** are complying with the laws relating to compulsory motor insurance.

Customs Duty

- 9.3. **Newline** will pay any customs duty arising as a direct result of any loss or damage covered by this **Policy**.

General Average and Salvage

- 9.4. Where purchased cover under Section 3 above, as limited by **Section 3.16** above, will extend to any general average contribution, salvage or sue and labour charges incurred by **You** arising out of the transportation of the **Insured Vehicle** by sea between countries occurring during the **Policy Period** within the **Geographical Limits**, provided that any such contribution relates to the value of the **Insured Vehicle** as declared to **Newline**.

10. Emergency Accommodation

- 10.1. In the event that **You** or any **Driver** are deprived of the use of the **Insured Vehicle** as a result of an **Accident** during the **Policy Period** within the **Geographical Limits** and are unable to reach **Your** destination on the same day of the **Accident**, **Newline** will pay up to £150 per person with a total maximum of £500 per **Accident** for all persons for up to 2 nights' emergency accommodation.

11. Special Provisions

Avoidance of Certain Terms and Right of Recovery

- 11.1. Nothing in the **Policy** shall affect the right of any third party to recover the minimum amount payable to it under or by virtue of the provisions of the law of any territory in which the **Policy** operates relating to the insurance of liability to third parties.
- 11.2. **You** shall repay to **Newline** all sums paid by **Newline** which **Newline** would not have been liable to pay but for the provisions of such law.

12. Limit of Indemnity

- 12.1. All **Claims** under the **Policy** arising out of or in connection with the same **Accident** shall be subject to a single **Limit of Indemnity** in respect of each different type of cover as specified in the **Policy Schedule** regardless of the number of **Insureds** or other persons making the **Claim** under the **Policy**. Only one **Excess** shall apply to each such set of **Claims** under the **Policy** per type of cover specified.
- 12.2. **Newline** will not be obligated to pay any **Claim** or judgment or to defend any suit or otherwise provide any indemnity under the **Policy** after the applicable **Limit of Indemnity** in respect of an **Accident** has been exhausted.
- 12.3. Any indemnity provided by **Newline** under the **Policy** in respect of **Costs and Expenses** incurred in connection with a **Claim** shall erode and not be in addition to the applicable **Limit of Indemnity** for the **Accident** in issue.
- 12.4. Where **Newline** becomes obligated to indemnify **You** under the **Policy** due to the provisions of the Road Traffic Acts (or similar or equivalent legislation in another country within the **Geographical Limits**) despite no coverage being provided under the **Policy** to **You** or coverage being excluded by the terms of the **Policy**, the **Limit of Indemnity** in respect of such a **Claim** shall be the minimum limits which **You** are obligated to purchase under the provisions of the Road Traffic Acts or similar legislation in the country where an applicable **Accident** occurs. **Newline** will have the right to reclaim such sum paid from **You**.

13. General Conditions

- 13.1. **You** acknowledge and agree that **Newline** has relied upon the **Proposal** in deciding whether to accept this insurance and in calculating the **Premium** and that the **Proposal** is the basis of the **Policy**.

Conditions Precedent

- 13.2. It is a condition precedent to **Newline's** liability under the **Policy** that:

- a) The **Proposal** provided by **You** to **Newline** prior to the effective date or any adjustment of the **Policy** is true and complete and that no material information has been mis-stated or withheld which may have influenced the assessment and acceptance of the **Policy** by **Newline**; and
- b) **You** comply strictly with the **Policy**.

- 13.3. Any breach by **You** of the **Section 13.2 a)** shall entitle **Newline** to:
- a) cancel the **Policy** with effect from the date of breach or inception, whichever is later; or
 - b) reject or reduce any **Claims** connected with the breach; and/or
 - c) continue the **Policy** on such terms and conditions as it may determine.
- 13.4. The provisions of **Section 13.2 a)** shall not affect **Newline's** other rights at law and/or as provided for in the **Policy**.

Notice of Claim

- 13.5. **You** shall give notice in writing to **Newline** immediately after an **Accident**. **You** shall notify **Newline** immediately of every **Claim** and **You** shall forward all documentation, including Claim Forms and Particulars of Claim (or equivalent) to **Newline** immediately upon receipt by **You**.
- 13.6. **You** shall give notice in writing to **Newline** immediately after **You** become aware of any impending prosecution, inquest or fatal inquiry in connection with any **Accident**.
- 13.7. No admission of liability, offer or promise of payment, redress or indemnity shall be made or given by or on behalf of **You** or any person or entity claiming to be indemnified under the **Policy** without **Newline's** prior written consent.
- 13.8. **You** and any other person or entity entitled to indemnity under the **Policy** will cooperate fully with **Newline** and provide all such information and assistance as **Newline** requires in the investigation, defence and settlement of any **Claim**.

Notice of Material Facts

- 13.9. **You** shall give to **Newline** notice in writing of any material change to **Your Business** or other material change to the nature of the risk being insured under the **Policy** as soon as possible after such change occurs.

General Conditions

- 13.10. The **Policy** shall be governed by the laws of England and Wales.
- 13.11. **Newline** and **You** agree to submit to the exclusive jurisdiction of the courts of England and Wales in connection with any dispute regarding the **Policy**, its construction, terms and/or validity.

- 13.12. Cover under the **Policy** is only provided in the event that the **Insured Vehicle** is used in accordance with the **Business** or the use as declared by **You** and agreed by **Newline** as set out in the **Certificate of Insurance**.
- 13.13. No amendment to the **Policy** shall be effective unless it is in writing and has been agreed by both **You** and **Newline**.
- 13.14. Headings in the **Policy** are descriptive only and shall not be an aid in the construction of the **Policy**.
- 13.15. Any reference to the singular shall, where the context so admits, be a reference to the plural and vice versa. Any reference to the male includes a reference to the female and neuter where the context so admits.
- 13.16. All references to specific legislation includes amendments to and re-enactments of such legislation and similar legislation in any jurisdiction in which an **Accident** occurs.
- 13.17. **You** shall:
- a) take all reasonable steps to safeguard the **Insured Vehicle** from loss or damage;
 - b) Maintain the **Insured Vehicle** in a roadworthy condition;
 - c) meet all statutory requirements regarding any **Insured Vehicle**; and
 - d) allow **Newline** (or its appointed representative) free and unfettered access at all reasonable times to examine the **Insured Vehicle**.
- 13.18. If any **Claim** under the **Policy** is in any respect fraudulent or if **You** or anyone acting on **Your** behalf makes any **Claim** under the **Policy** or any statement knowing this to be false or fraudulent in any way, all indemnities and benefits under the **Policy** shall be forfeited.
- 13.19. **You** shall at all times do and concur in doing all things necessary to avoid or diminish a **Claim**.
- 13.20. **You** must return to **Newline** any and all **Certificates of Motor Insurance** which **Newline** issued which relate to an **Insured Vehicle** **You** have sold during the **Policy Period**.
- 13.21. If **Newline** is required to indemnify **You** under **Section 2** under or by virtue of the provisions of the law of any territory in which the **Policy** operates notwithstanding the provisions and exclusions of the **Policy**, **You** shall repay to **Newline** all sums paid by **Newline** which **Newline** would not have been liable to pay but for the application of such law.
- 13.22. **Newline** shall have the right but not the obligation in its sole discretion to take over and conduct in **Your** name or that of any other person who is entitled to indemnity under the **Policy** the investigation, defence and/or settlement of any **Claim** and **You**

and such other person shall give all such information and assistance as **Newline** requires in connection therewith.

- 13.23. **Newline** shall have the right to prosecute in **Your** name or the name of any other person who is entitled to indemnity under the **Policy** any rights of subrogation or other claim for indemnity or damages or otherwise which **You** or such other person shall have in connection with a **Claim**. **Newline** shall have full discretion in the conduct of any proceedings or in the settlement of any such subrogation or recovery claim and **You** and such other person shall give all such information and assistance as **Newline** requires in connection therewith.
- 13.24. **Newline** may cancel the **Policy** by giving thirty days' notice (but seven days' notice in the event of non-payment of **Premium**) by a letter sent by Registered Post to **You** at **Your** last known address and in such event shall, subject to the prior return to **Newline** of all **Certificates of Insurance** issued by **Newline** to **You** pursuant to the **Policy**, return to **You** the **Premium** (if funds have actually been received by **Newline**) less the pro-rata portion thereof for the period the **Policy** has been in force.
- 13.25. **You** may cancel the **Policy** at any time by giving ninety days' notice in writing to **Newline** at the address set out in the **Policy**. Provided no **Claim** has been made and/or no **Accident** has occurred during the **Policy Period** (which for the purposes of this **Section** 13.25 shall end at midnight on the 90th day of the notice) **You** shall be entitled to a return **Premium** less the short period charges set out below:

Period Not Exceeding	Proportion 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%
8 months	90%
Over 8 months	100%

The return by **You** of all **Certificate(s) of Motor Insurance** issued by **Newline** to **You** pursuant the **Policy** shall be a condition precedent to any return of **Premium** by **Newline** pursuant to **Section** 13.25.

- 13.26. If **You** are a retail customer and if, having examined the **Policy**, **You** decide not to proceed, **You** have 14 days from the beginning of the **Policy Period** or the date **You** received the **Policy**, whichever is the later, to cancel the **Policy**. If **You** decide to cancel the **Policy** pursuant to this **Section** 13.26 and the **Policy Period** has not yet commenced, **You** will be entitled to a full refund of the **Premium** paid. Alternatively, if the **Policy Period** has commenced, **You** will be entitled to a refund of the **Premium** paid subject to a deduction for the time for which the **Policy** actually provided cover. The return by **You** of all **Certificate(s) of Motor Insurance** and

Policy documentation issued by **Newline** to **You** pursuant the **Policy** shall be a condition precedent to any return of **Premium** by **Newline** pursuant to **Section 13.26**. To cancel the **Policy** pursuant to **Section 13.26**, **You** should contact the intermediary or organisation that sold **You** the **Policy**. No refund of **Premium** shall be given if a **Claim** has been made and/or an **Accident** has occurred.

- 13.27. Where the **Certificate of Motor Insurance** is to be returned to **Newline** following a cancellation or other termination of the **Policy**, this must be done within 7 days of the cancellation or termination.
- 13.28. In the event of a **Claim** against a **Principal** and/or a **Lessor of Loaned or Hired Vehicles** or any other person or entity entitled to indemnity under the **Policy** other than **You**, and such **Principal** and/or a **Lessor of Loaned or Hired Vehicles** or any other person or entity entitled to indemnity under the **Policy** is entitled to indemnity under any other policy of insurance for the **Claim** in issue, the **Policy** shall be in excess of such other insurance and this **Policy** shall not respond on a double insurance basis.
- 13.29. In the event that there is any disagreement between **You** and **Newline** over any amount payable or claimed to be payable by **Newline** under the **Policy**, which disagreement is not resolved within six months of the disagreement arising, such disagreement shall be referred to a mutually agreed mediator for non-binding mediation.
- 13.30. Neither the **Policy** nor any right thereunder may be assigned without **Newline's** prior written consent.
- 13.31. **You** shall comply at all times with the terms and conditions applicable to any operators or other licence issued to **You**. In the event of **You** losing any applicable operators' licence or going into liquidation, insolvency or bankruptcy, the cover provided by the **Policy** will be reduced to the minimum required by the Road Traffic Acts.
- 13.32. It is a condition of the **Policy** that **You** supply to **Newline** such details of the **Insured Vehicle** as are required by the relevant law applicable in Great Britain and Northern Ireland for entry of the **Insured Vehicle's** details on the MID within 2 business days of the effective date of the **Policy** and as provided for in the **Declaration Endorsement**.
- 13.33. Prior to the start of any **Policy Period**, **You** shall provide details of all **Insured Vehicles** covered under the **Policy**. After each **Declaration Date** stated in the **Declaration Endorsement**, **Newline** will calculate any adjustment in **Premium** as stated in the relevant **Endorsement**.
- 13.34. The terms of the **Policy** are only enforceable by:
- a) **You**;
 - b) any **Principal**;
 - c) any **Lessor of Loaned or Hired Vehicles**; or

- d) any person or entity who is expressly entitled to indemnity under the terms of the **Policy**.

No other person or entity has any rights under the **Policy** and the terms of the Contract (Rights of Third Parties) Act 1999 shall not apply to this **Policy**.

- 13.35. **You** shall pay any tax levied on the **Premium** in accordance with current legislation. If Insurance Premium Tax is deemed to be payable on **Claims** incurred and paid within the **Excess**, **You** will pay this tax.

14. Exclusions Applying to All Insuring Agreements Under the Policy

Newline shall not be liable for any **Claim**:

- 14.1. arising from or caused by or resulting from a failure by **You** and/or the **Driver** of the **Insured Vehicle** to take such precautions as a prudent person would take to prevent such **Own Loss or Damage**;
- 14.2. arising out of an **Accident** occurring while the **Insured Vehicle** is being:
- a) used otherwise than in accordance with the **Description of Use** or the **Insured's Business**;
 - b) driven by **You** or an **Employee** without either a licence to drive such **Insured Vehicle** or authority as unlicensed **Driver** covered by **Section 2.7**; or
 - c) driven with **Your** consent by any person who to **Your** knowledge does not hold a licence to drive such **Insured Vehicle**;
- 14.3. arising out of an **Accident** caused by the load on the **Insured Vehicle** being carried in an unsafe condition or manner or being in excess of that for which the **Insured Vehicle** was constructed or in excess of the maximum carrying capacity as advised to **Newline**;
- 14.4. in respect of which **You** are liable by reason of any agreement which liability would not attach in the absence of such an agreement. This exclusion shall not apply to **Claims** made against **Principals** and/or **Lessors of Hired or Loaned Vehicles** where coverage is otherwise provided under **Section 2**;
- 14.5. in respect of any loss of any nature whatsoever, including **Costs and Expenses**, **Third Party Losses** and/or **Own Loss or Damage** caused directly or indirectly by, happening through or in consequence of:
- a) earthquake;
 - b) riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands;

- c) confiscation, nationalisation, requisition or destruction to property by or under the order of any government or public or local authority; or
 - d) the act of any lawfully constituted authority.
- 14.6. in respect of any loss of any nature whatsoever, including **Costs and Expenses, Third Party Losses** and/or **Own Loss or Damage** caused directly or indirectly resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
- a) war, invasion, acts of foreign enemies, hostilities or warlike 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; or
 - b) any act of terrorism.
- This exclusion shall not apply so far as is necessary to meet the requirements of the Road Traffic Acts. For the purpose of this exception, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including, without limitation, the intention to influence any government and/or to put the public, or any section of the public, in fear;
- 14.7. in respect of any and all financial or consequential loss arising from or in connection with an **Accident**;
- 14.8. in respect of any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever including, but not limited to, **Bodily Injury, Third Party Losses** or **Own Loss or Damage** or any other loss covered under the **Policy** or any consequential loss or expense whatsoever or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from or connected to ionising radiations or contaminations by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- 14.9. in respect of any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever including, but not limited to, **Bodily Injury, Third Party Losses** or **Own Loss or Damage** or any other loss covered under this **Policy** or any consequential loss or expense whatsoever or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from or connected to loss or damage to any aircraft or aircraft operation or arising from or in connection with the presence of the **Insured Vehicle** in any area to which aircraft have access;
- 14.10. in respect of any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever including, but not limited to, **Bodily Injury, Third**

Party Losses or Own Loss or Damage or any other loss covered under this **Policy** or any consequential loss or expense whatsoever or any legal liability of whatsoever nature directly or indirectly caused by or contributed to or directly occasioned by pressure waves caused by aircraft and/or other aerial devices travelling at sonic or super sonic speeds;

- 14.11. in respect of any **Accident**, injury, loss, damage or liability caused, sustained or incurred where the **Insured Vehicle** is being used for the carriage of explosives, chemicals, chemical by-products, acids or goods of a dangerous or inflammable nature unless this has been declared to and approved by **Newline**.

This exclusion shall not apply where liability in respect of a **Claim** arising from an **Accident**, injury, loss, damage or liability caused, sustained or incurred through the carriage of **Hazardous Goods** by an **Insured Vehicle** and coverage is otherwise afforded to the **Insured Vehicle** under the **Policy**, provided that the **Limit of Liability** shall be reduced in accordance with the **Policy Schedule**;

- 14.12. in respect of any **Accident**, injury, loss, damage or liability caused, sustained or incurred where the **Insured Vehicle** is being used in an unsafe condition either before or at the time of an **Accident**;

- 14.13. in respect of the discharge dispersal release or escape of smoke, vapours, soot fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or water course or body of water. This Exclusion shall not apply in respect of **Bodily Injury** or damage to property caused by a sudden accidental and unexpected discharge dispersal release or escape during the **Policy Period** of such substances immediately following and caused by a puncturing or splitting or other sudden escape from their immediate and designated contained holder or confining structure resulting from a sudden accidental and unexpected event during the **Policy Period**. However, any and all expenses incurred by any person or entity in the prevention of any contamination or pollution of any nature whatsoever shall be excluded in their entirety under this **Policy**;

- 14.14. in respect of fines, penalties punitive or exemplary damages;

- 14.15. in respect of any action brought in a court of law outside the **Geographical Limits**.

This exclusion shall not apply to the extent that coverage is provided under **Section 9** and any action is brought outside the **Geographical Limits** provided that the **Limit of Indemnity** shall be the minimum limits which **You** are obligated to purchase under the provisions of the Road Traffic Acts or similar legislation in the country where an applicable **Accident** occurs;

- 14.16. arising from **Your** failure to provide information, statements or documents necessary to defend a **Claim** within deadlines prescribed by the courts;
- 14.17. arising from the **Insured Vehicle** being used for any purpose or in any manner other than as permitted by the **Certificate of Motor Insurance**;
- 14.18. where a licence is required by law but **You** do not hold a full licence to drive the **Insured Vehicle** or, being the holder of a provisional licence, are not conforming with its terms and limitations;
- 14.19. where the **Insured Vehicle** has been used for racing, pace making, reliability trial, speed testing; rallying or any use on any motor sport circuit;
- 14.20. in respect of spillage, leakage or mis-delivery of any goods;
- 14.21. where the **Insured Vehicle** or **Trailer** is being used as a tool of trade;
- 14.22. arising out of, caused by, resulting from or in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity.

15. **Notice to You**

The Policy

- 15.1. Please read the **Policy** (including any **Endorsement(s)** and **Schedule(s)**) which form an integral part of the **Policy**) to ensure that it meets **Your** requirements.

Enquiry or Complaints Procedure

- 15.2. If **You** have any questions or concerns about **Your** insurance or the handling of a **Claim You** should in the first instance contact **Your** insurance intermediary who will refer to **Newline**.
- 15.3. It will greatly assist **Newline** if **You** quote its **Policy** number in any communication.
- 15.4. A copy of **Newline's** compliance procedure is available on request. Should **You** have a complaint regarding **Newline's** practices or performance that **Your** intermediary is unable to resolve, please contact:

Andrew Wood
Newline Insurance Company Limited
Suite 5/4
London Underwriting Centre
3 Minster Court
Mincing Lane
London
EC3R 7DD

Tel: + 44 (0)20 7090 1991

- 15.5. In the event **You** remain dissatisfied, **You** may refer the matter to the Financial Services Authority Complaints Department and it may also be possible for **You** to refer the matter to the Financial Ombudsman service. Further details will be provided at the appropriate stage of the complaints process.