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COMMERCIAL VEHICLE and FLEET DOCUMENT

This Document of Insurance sets out the terms of the contract of insurance made between QBE Insurance (Europe) Limited and the Document Holder.

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

The parties to this document are You and Us. Nothing in this document shall create any rights in third parties under the Contracts (Rights of Third Parties) Act 1999 and no variation to this document, nor any supplemental or ancillary agreement shall create any such rights unless expressly so stated. This does not affect any right or remedy of a third party which exists or is available apart from this act.

UK law allows both you and us to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, the Channel Islands or the Isle of Man relating to your address as shown in the Schedule. If there is any dispute as to which law applies it will be English law.

QBE Insurance (Europe) Limited has agreed to insure the Document Holder subject to the terms conditions and exceptions contained in this document or any endorsement against any such liability loss or damage that may occur and is directly sustained in connection with the Insured Vehicle shown in the Schedule during any period of insurance for which the Document Holder has paid or agreed to pay the premium.

This Document of Insurance has been issued by QBE Insurance (Europe) Limited.



MANAGING DIRECTOR MOTOR

DEFINITION OF WORDS

Whenever they appear in this Document of Insurance the following words carry the same meaning whether or not they commence with a capital letter.

QBE Insurance (Europe) Limited	The Underwriters.
We/Us/the Underwriters	For Sections 1, 2 and 3: QBE Insurance (Europe) Limited. QBE Insurance (Europe) Limited is part of QBE European Operations, a division of the QBE Insurance Group. QBE Insurance (Europe) Limited is authorised and regulated by the Financial Services Authority. QBE Insurance (Europe) Limited Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3BD. Registered in England and Wales No.1761561 For Section 4: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Telephone: 0117 934 2000, Fax: 0117 934 2109 www.das.co.uk
You/the Insured/Document Holder	The person or entity shown as the Document Holder in the Schedule.
Insured Vehicle/Private Cars	Any motor vehicle mentioned by description, category or registration mark in the Schedule.
Document of Insurance	This document, including the Schedule.
Schedule	The Schedule to this document, containing details of the Document Holder, the premium paid, the period of insurance, the Insured Vehicle and cover provided. It may be replaced by an amended Schedule when there is a change in any details or terms.
Endorsement	A change of or amendment to the terms of this insurance.
Trailer	Any articulated or semi trailer mentioned by description or category in the schedule.
Property	Any property including animals.
Market Value	The replacement value of the same make and model of vehicle of a similar age and condition and history as determined by reference to vehicle value publications.
Excess	The first part of any claim in respect of each and every vehicle for which the Document Holder is responsible.
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 this Document of Insurance.
Road	Any place that would be held to be a road for the purposes of any compulsory Motor Insurance Legislation operative within the territorial limits defined in this document.
Accident	Any unforeseen event or one without apparent cause. Anything that occurs unintentionally or by chance.

EXTENT OF COVER

The cover provided by this Document of Insurance is shown in the current Schedule and determines which Sections of this Document of Insurance apply.

Cover Provided	Sections which apply.
Comprehensive	All Sections.
Third Party Fire and Theft	Sections 1, 2 (but loss or damage solely in respect of Fire or Theft), 3, 4, 5, 6 and 7.
Third Party and Fire	Sections 1, 2 (but loss or damage solely in respect of Fire), 3, 4, 5, 6 and 7.
Third Party Only	Sections 1, 3, 4, 5, 6 and 7.
Accidental Damage Fire and Theft Only	Section 2, 5, 6 and 7.
Fire and Theft Only	Section 2 (but loss or damage solely in respect of Fire or Theft), 5, 6 and 7.
Road Traffic Acts Only	Section 1 (but solely as necessary to meet the requirements of the Road Traffic Acts), 5, 6 and 7.
Legal Expenses Insurance	Section 4 ONLY.

YOUR COVER

SECTION 1

LIABILITY TO OTHERS

Cover If the Insured Vehicle is involved in an accident or an accident occurs in direct connection with the loading or unloading thereof, the Underwriters will;

1. indemnify

- (a) the Document Holder
 - (b) any person permitted by the Schedule to drive the Insured Vehicle
 - (c) at the Document Holder's request any person (other than the person driving) whilst travelling in or getting into or out of the Insured Vehicle
 - (d) following the death of anyone insured under this insurance, that person's legal representative
- against liability at law for damages or claimant's law costs in respect of death or bodily injury to any person or damage to any Property resulting from the accident.

2. at their own option pay

- (a) legal fees and costs incurred in dealing with or defending any action at law by which damages in respect of such death, bodily injury or damage are claimed against any person insured under this insurance.
- (b) solicitors' fees for representation at any Coroner's inquest or fatal inquiry in respect of such a death or for defending in any Court of Summary Jurisdiction any proceedings in respect of any act causing or relating to the accident.
- (c) legal expenses up to £5,000 in respect of any proceedings taken against a person insured under this insurance for manslaughter, or reckless or dangerous driving causing death, in respect of his or her driving at the time of the accident.

Subject to the Underwriters reserving the right at any time to relieve themselves of any further liability under this clause on payment to the Document Holder of the expenses incurred to that date.

3. Pay for medical treatment as required by the Road Traffic Acts.

Provided that the person claiming indemnity and any person on whose behalf indemnity is claimed shall have complied with the terms and conditions contained in the Document of Insurance and any Endorsements.

EXTENSIONS TO COVER

The cover provided under this Section extends to apply to:

A. Towing An accident caused by the towing of a Trailer or disabled mechanically propelled vehicle by the Insured Vehicle, or involving such a Trailer or disabled mechanically propelled vehicle while it is being towed by the Insured Vehicle, provided that the Underwriters shall not be liable for damage to the Trailer or towed vehicle or any load conveyed in or on it. Underwriters will not be liable if a disabled mechanically propelled vehicle is towed for hire or reward.

B. Trailers Any accident involving a Trailer owned by or in the custody or control of the Document Holder when detached from the Insured Vehicle and out of use but remaining on the Document Holder's premises or while temporarily detached from the Insured Vehicle during the course of a journey, provided that full details of such Trailer have been given to and accepted by the Underwriters.

C. Principals Any liability assumed by the Document Holder under an agreement with any person (hereinafter called the Principal) for the execution of works or services or in connection with access to any premises or road in the ownership or occupation of the Principal.

Provided that:

- (i) the Document Holder shall have arranged with the Principal for the conduct and control of all claims for which the Underwriters may be liable to be vested in the Underwriters;
- (ii) the Underwriters shall not be liable in respect of:
 - (1) liability which attaches to the Principal by virtue of an agreement which would not have attached in the absence of such agreement;
 - (2) bodily injury to the Principal for any amount for which the Document Holder would not be liable in the absence of such an agreement;
 - (3) damage to Property belonging to or held in trust by or in the custody or control of the Principal for any sum in excess of the amount required to indemnify the Principal;
 - (4) liability which arises other than by reason of the negligence of the Document Holder or an employee of the Document Holder.

D. Unauthorised Movement of Third Party Vehicles An accident caused by or in connection with the moving aside without the authority of the owner of any motor vehicle parked in such a position as to obstruct the legitimate passage or the loading or unloading of the Insured Vehicle. In these circumstances the obstructing vehicle shall not be regarded as being held in trust by or in the custody or control of the Document Holder.

E. Unauthorised Use of Insured Vehicles Liability arising out of the unauthorised use of the Insured Vehicle by any person in the employ of the Document Holder provided that the Document Holder shall have taken all reasonable precautions to ensure that its employees are made aware of and comply with restrictions applicable to the use of the Insured Vehicle.

EXTENSIONS TO COVER (Continued)

F. Unlicensed Drivers when a Licence is not required by Law

Liability arising out of the driving of the Insured Vehicle by an unlicensed driver when a licence is not required by Law, provided always that such person is driving on the order or with the permission of the Document Holder and is of an age to hold a licence applicable to the type of vehicle being driven.

Provided that the person claiming indemnity and any person on whose behalf indemnity is claimed shall have complied with the terms and conditions contained in the Document of Insurance and any Endorsements.

EXCLUSIONS TO COVER

EXCEPTIONS TO SECTION 1

The Underwriters will not be liable under Section 1:

- (1) In respect of the death of or bodily injury to any person:
 - (a) driving the Insured Vehicle or in charge of it for the purpose of driving it; or
 - (b) arising out of and in the course of that person's employment by any person entitled to indemnity under Section 1, except in so far as may be required by the Road Traffic Acts or any applicable UK or EU Directive.
- (2) In respect of the loss of or damage to:
 - (a) the Insured Vehicle or any Trailer or disabled mechanically propelled vehicle attached to it or any Trailer detached from it;
 - (b) the load carried in or on the Insured Vehicle or any Trailer drawn by it;
 - (c) any Property of the person claiming indemnity.
- (3) In respect of the loss of or damage to:
 - (a) any premises belonging to or occupied by the Document Holder or any other person entitled to or claiming indemnity under Section 1 or any fixtures and fittings therein, or
 - (b) any other Property owned by or in the custody or control of the Document Holder or any other person entitled to or claiming indemnity under Section 1.
 - (c) any Property being conveyed by the Insured Vehicle or any Trailer owned by or in the care of the Document Holder or any other person entitled to or claiming indemnity under Section 1.

except in so far as may be required by the Road Traffic Acts but in any event not for any amount in excess of the minimum requirements thereunder.
- (4)
 - (a) to pay more than £5m (five million pounds) for damage to Property arising out of any one accident or series of accidents arising out of one event except for private cars when a limit of £20m (twenty million pounds) shall apply.
 - (b) to pay more than £1m (one million pounds) for damage to Property arising out of any one accident or series of accidents arising out of one event, when and subject to Underwriters prior agreement, a vehicle is used for the carriage of explosives, chemicals, chemical by-products, acids or any other goods of a generally dangerous or hazardous nature.
- (5) In respect of death, bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with:
 - (a) the bringing of the load to the Insured Vehicle for loading thereon, or
 - (b) the taking away of the load from the Insured Vehicle after unloading.
- (6) For any loss or damage resulting directly or indirectly from mis-delivery when loading or unloading the Insured Vehicle.
- (7) To indemnify any insured person other than the Document Holder if that person is entitled to indemnity under any other insurance.

EXCLUSIONS TO COVER

EXCEPTIONS TO SECTION 1 (Continued)

- (8) In respect of any accident arising out of the operation as a tool of any Insured Vehicle or Trailer except in so far as may be required by the Road Traffic Acts.
- (9) For fines, penalties, punitive or exemplary damages.
- (10) For any claim or loss or damage arising from carrying or preparing or selling or supplying any goods or food or drink from the Insured Vehicle.

YOUR COVER

SECTION 2

LOSS OF OR DAMAGE TO THE INSURED VEHICLE

If the Insured Vehicle is lost or damaged by and provided all reasonable precautions are taken:

- A. Accidental damage including malicious damage caused by any person not in the Document Holder's employ;
- B. Fire, self-ignition, lightning or explosion but excluding damage to the part where the fire originates;
- C. Theft or attempted theft excluding obtaining property by deception; or
- D. Frost.

The Underwriters will pay:

- 1. at their option, either:
 - (a) the reasonable cost of repairing any damage to the Insured Vehicle within its market value, or
 - (b) the market value of the Insured Vehicle if it is damaged beyond economical repair, or
 - (c) the cost of replacing the Insured Vehicle, or any part thereof which has been lost or damaged, with one of a similar type and in similar condition, the replaced item then becoming the Underwriters property;

If settlement is made under sections (b) or (c) above the remains of the Insured vehicle will become the property of the Underwriters for disposal in accordance with the Motor Conference code of practice, legislation, or any other regulation applying at the time of such loss.

- 2. any reasonable costs of protection and removal of the Insured Vehicle to the nearest suitable repairers if it is disabled as a result of the insured damage.
- 3. any reasonable cost of delivery to the Document Holder in the United Kingdom after repair.

For the purposes of this Section any standard accessory, spare part or component or otherwise as agreed by Underwriters which is fitted to the Insured Vehicle shall be treated as a part of it.

We may at our option fit replacement parts which have not been made by the vehicle's manufacturer but which are of a similar standard.

The maximum amount payable in all for any one incident under this Section shall not exceed the Market Value of the Insured Vehicle or the Document Holder's estimate of the value as shown in the Schedule, whichever is the less.

If to the knowledge of the Underwriters, the Insured Vehicle is the subject of a hire or other credit purchase agreement, payment in respect of the total loss of the Insured Vehicle under this Section of the Insurance shall be made to the owner described therein whose receipt shall be a full and final discharge of Underwriters liability in respect of such loss or damage.

YOUR COVER

SECTION 2

LOSS OF OR DAMAGE TO THE INSURED VEHICLE *(Cont.)*

Where there is more than one vehicle insured and Underwriters settle a claim on a total loss basis, each vehicle will be treated as if it were the subject of its own separate insurance. Payment of the claim will be contingent upon cessation of all benefits applying to that vehicle from the time and date of the loss. No refund of premium will be allowed for the deletion of the vehicle and any replacement vehicle will only be included subject to payment of the proportionate premium calculated to the expiry date of the insurance.

If you have a cherished or personal number plate you wish to retain you must follow the procedure laid down under the Driver and Vehicle Licencing Agency (DVLA). This will include completion of the DVLA retention and transfer application forms and you will be responsible for the appropriate fee. If you intend to apply to retain the number plate we must be notified immediately and we will require the replacement vehicle registration mark as soon as it is notified to you. If we are not notified IMMEDIATELY of the intention to retain the number plate we will proceed with the disposal of the vehicle salvage including the vehicle number plate (vehicle registration mark).

EXTENSIONS TO COVER

In respect of private cars only, the cover provided under this Section extends to apply to:

A. Personal Effects

At the request of the Insured the Underwriters will pay up to the amount as specified in the Schedule for each incident resulting in the loss of or damage to the personal effects of the driver and any occupant being carried in or on the insured vehicle if this is due to an accident, fire, theft or attempted theft the subject of this Insurance.

This extension does not include:-

- (a) money, credit/charge cards, stamps, tickets, jewellery, portable audio &/or TV equipment, compact discs, cassettes, cameras, digital video disks (DVDs), documents or securities.
- (b) mobile telephones, office &/or business equipment, trade goods or samples.
- (c) computers &/or their components &/or their attachments and portable electronic equipment.
- (d) property insured under any other Insurance.

B. Medical Expenses

Underwriters will pay up to the amount as specified in the schedule per person for any medical expenses necessarily and properly incurred if the driver and/ or passenger(s) are injured in an accident directly involving the Insured car.

C. Personal Accident Benefits

If the driver of the insured car is accidentally injured in direct connection with the insured car, or when travelling in, or getting into or out of the insured car, Underwriters will pay up to £5,000, if within 13 weeks of the accident, the injury is the sole cause of:-

- (a) death
- (b) loss of any limb
- (c) irrecoverable loss of all sight in one or both eyes

The maximum amount payable in any one period of Insurance is £5,000 and payment will be made direct to the Injured persons or to his/her Legal Representative.

This extension does not cover:-

- (a) anyone over the age of 70 at the date of the accident
- (b) any intentional self-injury, suicide or attempted suicide
- (c) death or bodily injury while under the influence of drink or drugs
- (d) further loss of or injury to any limb or eye which was defective prior to any accident covered by this Insurance.
- (e) the driver of a commercial vehicle insured for use in connection with the business of the Document Holder.

EXCLUSIONS TO COVER

EXCEPTIONS TO SECTION 2

The Underwriters shall not be liable under Section 2 for:

- (1) the first part of each claim (Excess) in respect of accidental damage if the Insured Vehicle is damaged whilst being driven by a young or inexperienced driver (as defined below) or in the charge of such a person for the purpose of being driven by him or her. The amount of any such excess shall be:
 - (a) Three Hundred Pounds when that person is under 21 years of age;
 - (b) Two Hundred Pounds when that person is 21 years of age or over, but under 25 years of age;
 - (c) Two Hundred Pounds when that person has not held a full Great Britain or Northern Ireland driving licence to drive a vehicle of the same class for 12 months or holds a provisional driving licence;
The above amounts are in addition to any other excess which may apply.
- (2) wear and tear or depreciation or that part of the cost of repair which improves the Insured Vehicle beyond its condition at the time of the loss or damage;
- (3) any diminution in value of the Insured Vehicle following repair thereof;
- (4) mechanical, electrical, electronic, computer failures or breakdowns or breakages, or damage to the transmission by application of the brakes;
- (5) damage to tyres due to application of brakes, side slips, cuts, bursts or punctures or otherwise resulting from any cause other than an accident involving the Insured Vehicle;
- (6) any amount in respect of any part of the Insured Vehicle in excess of the price shown for the same in the manufacturer's last price list at the time of the loss or damage where that part or accessory is unobtainable or obsolete in pattern;
- (7) loss of use of the Insured Vehicle or any other consequential loss;
- (8) loss of or damage to tapes, cassettes, compact discs, visual and sound reproducing equipment, telephones and communications equipment;
- (9) loss of petrol or diesel fuel;
- (10) loss or damage to tilts or to any container which is not permanently fitted to the Insured Vehicle;
- (11) loss of or damage to any Trailer, unless full details of such Trailer have been given to and accepted by the Underwriters;
- (12) any loss suffered through the obtaining of property by deception;
- (13) any amount in excess of £2M (two million pounds) in connection with any occurrence or series of occurrences arising out of any one event;
- (14) loss of or damage to the Insured Vehicle arising from theft whilst the keys to the Insured Vehicle have been left in or on the Insured Vehicle;

EXCLUSIONS TO COVER

EXCEPTIONS TO SECTION 2 (Continued)

- (15) loss of or damage to the Insured Vehicle arising from theft or attempted theft if the Insured Vehicle has not been secured by means of the door locks or if the windows or any form of sliding roof or removable panel roof have been left open or unlocked;
- (16) loss of or damage to the Insured Vehicle arising from theft or attempted theft unless the immobiliser fitted by the vehicle manufacturer or fitted post manufacture or as specified and agreed by Underwriters is maintained at all times in working order and is activated when the Insured Vehicle is parked and unattended.
- (17) loss of or damage to the Insured Vehicle arising from it being impounded as a result of a road traffic accident or vehicle licence offence or Custom and Excise offence or for any penalties imposed because of the incorrect disposal of the Insured Vehicle deemed to be an End of Life Vehicle (ELV) following settlement on a total loss basis and where Underwriters did not retain the salvage for disposal.
- (18) any additional damage resulting from the Insured Vehicle being moved by you after an accident or fire or theft.
- (19) loss or damage arising from the Insured Vehicle being filled with the wrong fuel.

YOUR COVER

SECTION 3

TERRITORIAL LIMITS AND FOREIGN USE

- A. Territorial Limits** This Document applies in respect of accidents occurring in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and during sea transit between ports in these areas including the processes of loading and unloading.
The Underwriters will provide the minimum indemnity necessary to comply with the laws relating to compulsory insurance of motor vehicles (or, if higher, the law applicable as if the place where the vehicle was used when the event occurred were in Great Britain), in the following countries:
- (1) any member of the European Union.
 - (2) any other country for which the commission of the European Union is satisfied that arrangements have been made to meet the requirements of E.U Directives on insurance.
- B. Foreign Use** Subject to the issue of an International Motor Insurance Card (Green Card) and the payment of any additional premium required by the Underwriters, full Document cover will apply;
- (1) in the Countries for which the Green Card is made valid and when the Insured Vehicle is in sea or rail transit between ports in the Countries including the processes of loading and unloading, provided that such transit shall be by any recognised sea passage of no longer duration than 65 hours.
 - (2) for the period of the Green Card.
- C. General Average** The Underwriters will indemnify the Document Holder against General Average Contribution, Salvage, Sue and Labour charges incurred and any Customs Duty arising out of the transportation of the Insured Vehicle by sea.
Provided always that:
- (1) such Insured Vehicle is insured against loss or damage by Section 2 of this Document and
 - (2) the contribution relates to the value of such Insured Vehicle as agreed and shown in the Schedule.
 - (3) Underwriters shall not be liable for Customs or Excise Duties or charges.
- D. Bail Bond** If as a direct result of an accident in Spain which is or might be the subject of indemnity under this Document the Document Holder and/or the person driving the Insured Vehicle with the Document Holder's authority at the time of the accident is detained or the Insured Vehicle is impounded by the competent authorities and a guarantee or monetary deposit is required for their release the Underwriters will furnish such a guarantee or deposit not exceeding £1,000 in all.
Immediately the guarantee is released or the deposit becomes recoverable the Document Holder shall comply with all necessary formalities and give the Underwriters all such information and assistance as they require to obtain the cancellation of the guarantee or the return of the deposit.
If the guarantee or deposit is wholly or in part forfeited or taken for the payment of fines or costs in or as the result of any penal proceedings against the Document Holder or the person driving the Document Holder shall repay such amount to the Underwriters forthwith.

NOTE: Spanish Bail Bonds will be issued on request at no additional cost.

YOUR COVER

SECTION 4

LEGAL EXPENSES INSURANCE

For the purposes of Section 4 only, any claims should be reported by telephone to:

DAS Legal Expenses Insurance Co. Ltd on 0800 783 6066
Quoting Policy Number: TS4/3823368

or in writing to:
Motor Claims Centre
DAS Legal Expenses Insurance Co. Ltd
DAS Parc
Greenway Court
Bedwas
Caerphilly CF83 8DW

The following definitions apply

Appointed Lawyer	The lawyer, or other suitably qualified person, who has been appointed to act for the Insured Person under Condition 2 of this section.
Insured Person	The Document Holder and any passenger or driver who is in or on the Insured Vehicle with the Document Holder's permission.
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 the Insured Person has to pay them or pays them with the Underwriters' Agreement.
Date of Occurrence	The date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, then the Date Of Occurrence is the date of the first of these events.

GENERAL

The Underwriters agree to provide the insurance in this section as long as:

- the Date of Occurrence of the insured incident happens during the period of insurance and within the Territorial Limits; and
- any legal proceedings will be dealt with by a court or other body which the Underwriters agree to in the Territorial Limits; and
- in civil claims it is always more likely than not that the Insured Person will recover damages (or other legal remedy) or make a successful defence.

For all insured incidents involving legal proceedings the Underwriters will help in appealing or defending an appeal as long as the Insured Person tells the Underwriters within the time limits allowed that they want the Underwriters to appeal. Before the Underwriters pay any Legal Costs for appeals, the Underwriters must agree that it is more likely than not that the appeal will be successful.

If an Appointed Lawyer is used, the Underwriters will pay the legal costs for this.

The most the Underwriters will pay for all claims resulting from one or more event arising at the same time or from the same cause is £50,000.

INSURED INCIDENT THE UNDERWRITERS WILL COVER

Personal Injury

The Underwriters will negotiate for the Insured Person's legal rights after an event which causes the death of, or bodily injury to an Insured Person while the Insured Person is in or on the Insured Vehicle.

EXCLUSIONS TO COVER

EXCEPTIONS TO SECTION 4

- (1) Any claim reported to the Underwriters more than 180 days after the date the Insured Person should have known about the insured incident.
- (2) Any Legal Costs that are incurred before the Underwriters agree to pay them.
- (3) Fines, damages or other penalties which an Insured Person is ordered to pay by a court of other authority.
- (4) Any legal action an Insured Person takes which the Underwriters or the Appointed Lawyer have not agreed to or where the Insured Person does anything that hinders the Underwriters or the Appointed Lawyer.
- (5) Apart from the Underwriters, the Insured Person is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third party rights or interest.

CONDITIONS WHICH APPLY TO SECTION 4

1. An Insured Person must:
 - (a) keep to the terms and conditions of this section.
 - (b) take reasonable steps to keep any amount the Underwriters have to pay as low as possible.
 - (c) try to prevent anything happening that may cause a claim.
 - (d) send everything the Underwriters ask for, in writing.
 - (e) give the Underwriters full details of any claim as soon as possible and give them any information they require.
2.
 - (a) The Underwriters can take over and conduct, in the name of the Insured Person, any claim or legal proceedings at any time before an Appointed Lawyer is appointed.
The Underwriters can negotiate any claim on behalf of an Insured Person.
 - (b) If the Underwriters agree to start legal proceedings, or if there is a conflict of interest, an Insured Person can choose an Appointed Lawyer by sending the Underwriters the lawyer's name and address. The Underwriters 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, the Underwriters can appoint an Appointed Lawyer.
 - (d) An Appointed Lawyer will be appointed by the Underwriters and represent an Insured Person according to the Underwriters' standard terms of appointment. The Appointed Lawyer must co-operate fully with the Underwriters at all times.
 - (e) The Underwriters will have direct contact with the Appointed Lawyer.

EXCLUSIONS TO COVER

CONDITIONS WHICH APPLY TO SECTION 4 (Cont)

- (f) The Insured Person must co-operate fully with the Underwriters and with the Appointed Lawyer and must keep the Underwriters up-to-date with the progress of the claim.
 - (g) An Insured Person must give the Appointed Lawyer any instructions that the Underwriters ask for.
- 3
- (a) An Insured Person must tell the Underwriters if anyone offers to settle a claim.
 - (b) If an Insured Person does not accept a reasonable offer to settle a claim, the Underwriters may refuse to pay further Legal Costs.
 - (c) An Insured Person must not negotiate or agree to settle a claim without the Underwriters' approval.
 - (d) The Underwriters may decide to pay an Insured Person the amount of damages that an Insured Person is claiming or is being claimed against them instead of starting or continuing legal proceedings.
- 4
- (a) If the Underwriters 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 the Underwriters have to pay and must pay the Underwriters 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 the Underwriters provide will end at once, unless the Underwriters agree to appoint another Appointed Lawyer.
- 6
- If an Insured Person stops a claim without the Underwriters' agreement, or does not give suitable instructions to an Appointed Lawyer, the cover the Underwriters provides will end at once.
- 7
- If the Underwriters and an Insured Person disagree about the choice of Appointed Lawyer, or about the handling of a claim, the Underwriters and the Insured Person can choose another Appointed Lawyer to decide the matter. We must both agree to this in writing. If the Underwriters cannot agree with the Insured Person about the choice of the second lawyer, the Underwriters 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
- The Underwriters will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.

HELPLINE SERVICES - DAS Legal Expenses Insurance

The Underwriters provide these services 24 hours a day, seven days a week during the period of insurance.

EuroLaw Commercial legal Advice

The Underwriters will give the Document Holder confidential legal advice over the phone on any commercial legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

To contact the above service, phone the Underwriters on 0117 934 2111.

To help check and improve service standards, the Underwriters record all calls. The Underwriters will not accept responsibility if the Helpline Services fail for reasons beyond their control. Please do not phone to report a motor insurance claim.

COMPLAINTS - DAS Legal Expenses Insurance

Our aim is to provide a quality service. If you think we have let you down, please write to the Managing Director of DAS Legal Expenses Insurance Company Limited and he will try to help.

DAS Legal Expenses Insurance Company Limited,
DAS House, Quay Side, Temple Back, Bristol BS1 6NH

If you are still not happy, you can contact the Association of British Insurers at 51 Gresham Street, London EC2V 7HQ.

If you use this service it does not affect your statutory right to take legal action.

EXCLUSIONS TO COVER

SECTION 5

GENERAL EXCEPTIONS

The Underwriters shall not be liable in respect of:

- (1) any liability, injury, loss or damage unless the Document Holder and any person claiming under the Document of Insurance or on whose behalf a claim is made has complied with the terms and conditions contained in the Document of Insurance and any Endorsements.
- (2) any liability, injury, loss or damage while the Insured Vehicle is being driven or used:
 - (a) other than for the purposes specified in the Schedule except while in the custody of a motor trader for service or repair.
 - (b) by anyone who does not hold a licence to drive the Insured Vehicle or anyone who has held but is currently disqualified from holding or obtaining such a licence.
 - (c) by anyone driving without the permission of the Document Holder.
 - (d) in an unsafe condition.
 - (e) for conveying a load in excess of that for which it was constructed or in excess of the maximum carrying capacity as advised to the Underwriters.
 - (f) without the Underwriters' prior agreement and subject to a limit of £1m (one million pounds) for damage to property, for the carriage of explosives, chemicals, chemical by-products, acids or any other goods of a generally dangerous or hazardous nature.
- (3) any liability, injury, loss or damage caused through spillage, leakage or mis-delivery of any goods.
- (4) any liability, injury, loss or damage while the Insured Vehicle is outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands other than as specified in Section 3 (Territorial Limits and Foreign Use).
- (5) earthquake, or any loss arising directly or indirectly out of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), terrorism, civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, or nationalisation, or requisition, or destruction of or damage to property by or under the order of any Government or Public or Local Authority, except so far as is necessary to meet the requirements of the Road Traffic Acts.
- (6) riot or civil commotion occurring outside Great Britain, the Isle of Man, the Channel Islands, Switzerland, Norway, or a Member Country of the European Union, but excluding Northern Ireland.
- (7)
 - (a) loss or destruction of or damage to any Property or any resulting loss, or expense or any consequential loss, or
 - (b) any legal liability directly or indirectly caused by, attributable to, or arising from;
 - (i) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

EXCLUSIONS TO COVER

SECTION 5

GENERAL EXCEPTIONS (Cont)

- (8) any liability arising from a contract or agreement which would not have arisen in the absence of such contract or agreement.
- (9) (a) any accident, injury, loss or liability, due to the presence of the Insured Vehicle in any premises or area to which any aircraft has access.
(b) any accident, loss or damage to any aircraft or any liability or injury arising from such damage.
(c) any consequential loss in connection with any aircraft, airport or airfield operation arising from the presence of the Insured Vehicle in any area to which any aircraft has access.
- (10) any accident, injury, loss or damage occurring while the Insured Vehicle is being used for racing, pace making, reliability trial or speed testing and rallying.
- (11) any accident, injury, loss, damage or liability caused or incurred whilst the load in or on the Insured Vehicle is being conveyed in an unsafe manner.
- (12) any accident, injury, loss, damage or liability for death of or bodily injury to any person or damage to property directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance.
All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
This exception shall not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the territorial limits of this insurance.
- (13) any consequence of confiscation or nationalisation or requisition destruction of or damage to Property by order of any Government or Public or Local Authority.
- (14) loss, destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- (15) any intentional damage to any property or the death of or injury to any person caused by or incurred with the consent or connivance of the Document Holder or employees of the Document Holder.
- (16) any loss, damage or liability whilst any item of mechanical plant or machinery or tool whether attached to the Insured Vehicle or not is being used as a tool of trade except so far as is necessary to meet the requirements of the Road Traffic Acts.
- (17) any liability whatsoever arising out of the deliberate use of the Insured Vehicle:
(a) to cause damage to other vehicles or property and/or
(b) to cause injury to any person and/or to put any person(s) in fear of injury.

EXCLUSIONS TO COVER

SECTION 6

CONDITIONS

- (1) **Condition Precedent**

The Underwriters will only be liable to provide an indemnity or make payment under this Document of Insurance if:

 - (a) any person claiming indemnity or on whose behalf indemnity is claimed has complied with all the terms and conditions contained in the Document of Insurance and any Endorsements;
 - (b) the declaration and information given on the proposal form is correct and complete to the best of the Document Holder's knowledge and belief;
 - (c) the Insured Vehicle is being driven in accordance with the terms of the Certificate of Motor Insurance; and
 - (d) the Insured Vehicle is being used in accordance with the Certificate of Motor Insurance.

- (2) **Care of the Insured Vehicle and Articulated or Semi Trailer**
 - (a) The Insured Vehicle and Articulated or Semi Trailer shall be maintained in a safe and roadworthy condition and all due and reasonable steps shall be taken to safeguard it against accident, theft, loss or damage. When the Insured Vehicle is unoccupied, the ignition keys must be removed, all doors locked, the windows closed and any security devices must be activated.
 - (b) The Insured Vehicle must be issued with a valid Ministry of Transport Test Certificate at all times when this is required by Law.
 - (c) The Underwriters shall be permitted by their duly authorised representative at any time to have free access to examine the Insured Vehicle.

- (3) **Claims and Proceedings**
 - (a) Full details of any incident which may result in a claim under this insurance shall be reported to the Underwriters in writing by way of a fully completed accident report form as soon as reasonably possible;
 - (b) Every claim form, writ, (summons) legal process or other communication in connection with any such incident shall be forwarded to the Underwriters immediately upon receipt;
 - (c) The Underwriters shall be given all information and assistance they may require in connection with any such incident or claim in respect thereof;
 - (d) The Underwriters shall be advised immediately of the time and place of any impending prosecution or inquest or fatal inquiry;
 - (e) No admission of liability or offer or promise of payment shall be made without the Underwriters' written consent;
 - (f) The Police shall be notified as soon as reasonably possible of loss or damage caused by theft or attempted theft or criminal damage;
 - (g) In the event of damage to the Insured Vehicle which is covered by this insurance, the Underwriters or their appointed representative shall be contacted immediately and their prior approval obtained in respect of any repairs to be undertaken;

SECTION 6 CONDITIONS

- (h) In the event of the Insured Vehicle being damaged beyond economical repair:
 - (i) there shall be submitted to the Underwriters the current Ministry of Transport Test Certificate, Vehicle Registration Document and all keys to the Insured Vehicle and any other documents required by them;
 - (ii) for single vehicle policies, there shall be returned to them this Document of Insurance and Certificates of Motor Insurance for cancellation;
 - (iii) the vehicle will become the property of the Underwriters for disposal in accordance with the Motor Conference code of practice, or legislation, or any other regulation applying at the time of such loss.
 - (i) The Underwriters shall have full discretion in the conduct of any claim and shall be permitted to take over and deal with the defence or settlement of any claim in respect of any liability covered by this insurance in the name of the person against whom the claim is brought;
 - (j) The Underwriters shall be permitted to take proceedings at their own cost to recover the amount of any payment made under this insurance in the name of the Document Holder or other insured person to whom payment has been made and shall be given their full co-operation in relation thereto.
- (4) **Other Insurances**
If any loss, damage or liability covered by this insurance is also covered by any other insurance, the Underwriters shall only be liable for their rateable proportion.
- (5) **European Jurisdiction**
The Underwriters shall be liable only to pay for damages and Claimants costs and expenses in respect of Judgements delivered by or obtained through a Court of Competent Jurisdiction within Great Britain, Northern Ireland, the Isle of Man and The Channel Islands or the countries specified under Section 3 of this Document of Insurance. A Judgement or Order by a Court of Competent Jurisdiction enforcing the Judgement of a foreign court is not to be treated as a Judgement of a Court of Competent Jurisdiction and Underwriters will only be liable to pay for damages assessed and the Claimants costs and expenses awarded by a Court of Competent Jurisdiction as specified above.
- (6) **Instalment Premiums**
- (a) Where the premium or any part thereof was paid with the benefit of a finance agreement and there remains sums outstanding (whether or not the date for payment of the said sums or any part thereof has fallen due) by the Document Holder to the provider of the finance (referred to hereafter as the Finance Company) the Underwriters may at their option deduct all or any part of the sums outstanding between the Document Holder and Finance Company from any claims settlement due in respect of a loss under this Document, provided the sum thereby deducted is paid directly by the Underwriters to the Finance Company.
 - (b) Where the Underwriters have agreed to the payment of premium(s) by instalments, if any instalment is not received by the Underwriters on or before its due date, then all unpaid instalments and service fees shall become immediately due. Should the full premium and service fee not be paid within 7 days of the Underwriters giving written notice of non payment this Document will be cancelled immediately upon the expiry of such notice.

SECTION 6 CONDITIONS

- (c) Following such cancellation, provided that there have been no claims in the current period of Insurance, the Document Holder will be entitled to a pro-rata return of premium upon receipt of this Document and Certificates of Motor Insurance.
- (d) The Underwriters may at their own option deduct any outstanding premiums due from any claims settlement due in respect of a loss under this Document.

(7) Joint Indemnity/Cross Liability Clause

If this Document of Insurance is issued in the name of more than one party, the cover provided by the Section shall apply as if separate Documents of Insurance had been issued to each of the parties jointly named as the Document Holder but the total Liability of the Underwriters for all claims shall not exceed the limits of Indemnity stated in this Document.

(8) Cooling off Period

This section is applicable to retail customers (as advised by the Broker or Intermediary through whom you arranged this insurance) only; once you have entered into the insurance contract with QBE Insurance (Europe) Limited, you are entitled to a period of reflection during which you may decide whether to proceed with the purchase of the insurance contract.

The duration of this period of reflection is 14 days and commences from either:

- the day of conclusion of the insurance contract; or
- the day on which you receive the full terms of the insurance contract detailing the terms, conditions and information about the contract, whichever is the later.

You should serve notice of cancellation to the Broker or Intermediary through whom you arranged this insurance, at the Brokers or Intermediaries contact address.

You must return the Document of Insurance, the Certificate(s) of Insurance and Insurance Disc(s), if applicable and it is a criminal offence for which you can be prosecuted not to do so.

Charging

Cancellation within the 14 day cooling off period - £40 or a pro rata charge based upon the time on risk whichever is the greater.

SECTION 6 CONDITIONS

(9) Cancellation

- (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%
Over 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 (8)(c) the Document Holder will be entitled to a pro-rata return of premium upon receipt of this 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 the date for 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 (8)(b) above the Underwriters may deduct from the sum otherwise payable under condition (8)(b) to the Document Holder all or any part of the sum outstanding by the Document Holder to the Finance Company provided that the sum thereby deducted is paid directly by the Underwriters to the Finance Company.

(10) Arbitration

If any difference shall arise as to the amount to be paid under this insurance (liability being otherwise admitted) such difference shall be referred to an arbitrator, to be appointed by the parties or failing agreement to be appointed by the President for the time being of the Chartered Institute of Arbitrators, in accordance with statutory provisions in force at the time. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Underwriters.

United Kingdom Document Holders whose annual turnover is less than £1m should also refer to the Complaints procedure on page 26.

(11) False Declaration

This Document will be void and of no effect if:

- the proposal or declaration is untrue in any material respect.
- the Document Holder makes a claim that is fraudulent or deliberately exaggerated.
- the Document Holder has made a false declaration or statement in support of any such claim.
- the circumstances in which the Document Holder entered into the Insurance are altered without the Underwriters consent.

SECTION 6 CONDITIONS

(12) **Right of Recovery**

Nothing in this Document of Insurance or in any Endorsement shall affect the right of any person indemnified by this Document of Insurance or any other person to recover an amount under or by virtue of the provisions of the law of any territory in which this Document of Insurance operates relating to the insurance of liability to third parties, but the Document Holder shall repay to the Underwriters all sums paid by the Underwriters which they would not have been liable to pay but for the provisions of such law.

(13) **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.

(14) **Motor Insurance Database Data Protection**

Your document 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 DVLI for the purpose of Electronic Vehicle Licencing and by the Police for the purposes of establishing whether a drivers use of the vehicle is likely to be covered by a motor insurance document 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 document 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

(15) **Claims and Underwriting Exchange and Motor Insurance Anti-Fraud and Theft database Data Protection**

Your details may be passed on to the Claims and Underwriting Exchange Register (CUE) run by 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 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 a claim. We will pass information relating to this incident to the registers.

(16) **Data Protection**

Your information may be disclosed to agents and service providers appointed by us (such as claims handling agents or approved engineers or 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 International Insurance Limited.

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

ENDORSEMENTS

SECTION 7

ENDORSEMENTS

The terms, exceptions or conditions of this insurance may be varied by any Endorsement if specified in the Schedule. Unless the details specified in the Schedule restrict its application, the endorsement will apply overall.

These endorsements are effective in spite of anything contained in this insurance to the contrary but are subject otherwise to its terms, exceptions and conditions.

PURPOSE OF USE

A1 Social, Domestic and Pleasure	This Insurance does not operate if the Insured Vehicle is being used for
	(a) purposes other than Social, Domestic and Pleasure purposes and journeys between home and normal place of business (provided business calls are not made on the journey)
	(b) carriage of passengers for hire or reward or for hiring, racing, competitions, rallies or trials or for any business purposes.
A4 Social, Domestic and Pleasure and Limited Business	This Insurance does not operate if the Insured Vehicle is being used for
	(a) purposes other than Social, Domestic and Pleasure purposes and the business of the Insured.
	(b) carriage of passengers for hire or reward or for hiring, racing, competitions, rallies or trials or for commercial travelling or for any purpose in connection with the Motor Trade.
A5 Social, Domestic and Pleasure and Business	This insurance does not operate if the Insured Vehicle is being used for
	(a) purposes other than Social, Domestic and Pleasure purposes and the business of the Insured
	(b) carriage of passengers for hire or reward or for hiring, racing, competitions, rallies or trials or for any purpose in connection with the Motor Trade.
A10 Carriage of own goods	This Insurance does not operate if the Insured Vehicle is used for hire or reward or for any purpose other than use in connection with the Insured's business or for Social, Domestic and Pleasure purposes.
A11 Carriage of goods for hire or reward	This Insurance does not operate if the Insured Vehicle is used for the carriage of passengers for hire or reward or for any purpose other than use in connection with the Insured's Business or for the carriage of goods for hire or reward or for Social, Domestic and Pleasure purposes.
A14 Private Hire	This Insurance does not operate if the Insured Vehicle is used for any purpose other than Social, Domestic and Pleasure purposes or for the Insured's Business including private hire purposes including the carriage of passengers for hire or reward. This Insurance does not extend to cover the Insured Vehicle being let out on hire and driven by the Hirer.
A18 Public Hire	This Insurance does not operate if the Insured Vehicle is used for any purpose other than Social, Domestic and Pleasure purposes or for the Insured's Business including public and private hire purposes including the carriage of passengers for hire or reward. This Insurance does not extend to cover the Insured Vehicle being let out on hire and driven by the Hirer.

ENDORSEMENTS

DRIVERS

B1 Named Driver(s)	The Underwriters shall not be liable while the vehicle(s) specified in the Schedule is being driven by or for the purpose of being driven is in the charge of any person other than the person(s) as specified in the Schedule.
B2 Excluded Driver(s)	The Underwriters shall not be liable while the vehicle(s) specified in the Schedule is being driven by or for the purpose of being driven is in the charge of the person(s) as specified in the Schedule.
B3 Excluded Drivers Under Specific Age	The Underwriters shall not be liable while the vehicle(s) specified in the Schedule is being driven by or for the purpose of being driven is in the charge of any person under the age as specified in the Schedule.
B4 Excluded Drivers Over a Specific Age	The Underwriters shall not be liable while the vehicle(s) specified in the Schedule is being driven by or for the purpose of being driven is in the charge of any person over the age as specified in the Schedule.
B5 Specified Driver(s) Included	The endorsement applicable under this insurance relating to excluded driver(s) shall not apply in respect of the person(s) as specified in the Schedule.
B6 Excluding Drivers Who Have Not Held a Full Licence for a Specific Period	The Underwriters shall not be liable while the vehicle(s) specified in the Schedule is being driven by or for the purpose of being driven is in the charge of any person who has not held a full Great Britain or Northern Ireland driving licence to drive a vehicle of the same class for the period as specified in the Schedule.

EXCESS

C1 Damage Excess	The Underwriters shall not be liable to pay the first amount as specified in the Schedule of each claim arising under Section 2, other than claims in respect of loss or damage by fire, self-ignition, lightning, explosion or by theft or attempt thereat.
C2 Named Driver(s) Damage Excess	Whilst the Insured Vehicle is being driven by or for the purpose of being driven in the charge of the person(s) as specified in the Schedule the Underwriters shall not be liable to pay the first amount as specified in the Schedule of each claim arising under Section 2, other than claims in respect of loss or damage by fire, self-ignition, lightning, explosion or by theft or attempt thereat.
C3 All Claims other than Third Party Excess	The Underwriters shall not be liable to pay the first amount as specified in the Schedule of each claim arising under this Insurance other than claims under Section 1.
C4 Fire and Theft Excess	The Underwriters shall not be liable to pay the first amount as specified in the Schedule of each claim arising under Section 2 in respect of loss or damage by fire, self-ignition, lightning, explosion or by theft or attempt thereat.
C6 Tipping Excess	The Underwriters shall not be liable to pay the first amount as specified in the Schedule of each claim under Section 2 in respect of claims arising out of the use of tipping gear.

ENDORSEMENTS

GENERAL

D2 Indemnity Amended	The limit of indemnity of the Section stated in the Schedule is amended to the amount specified in the Schedule.
D6 Deleted Section(s)	Any Section or Sub-section of this Insurance as specified in the Schedule is deleted and deemed inoperative.
D9 Insurance Cancelled	All benefits of this Insurance are cancelled and deemed to be inoperative as from the date specified in the Schedule.
D15 Declaration Basis	Vehicle alterations under this Insurance shall be declared to Underwriters in accordance with the periods specified in the Schedule.
D102 Terrorism Cover	Section 2 of this Insurance extends to cover loss or damage caused by Acts of Terrorism not exceeding the limit specified in the Schedule in respect of any loss or series of loss resulting from one event.
D191 Territorial Limits - Republic of Ireland	General Exceptions (4) is amended to read: Any liability injury loss or damage whilst the Insured Vehicle is outside Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, or the Republic of Ireland other than as specified in Section 3 Territorial Limits and Foreign Use.
D177 Stamp Duty	The stamp duty due on Republic of Ireland contracts has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 113 of the Finance Act 1990.
E2 Registered Owner	The Insured Vehicle is registered in the name specified in the Schedule.

IMPORTANT NOTICE

Our aim is to provide an efficient service to our Document Holders. If you feel that we have not succeeded in this aim, or that we have been dilatory in anyway please let us know. Similarly, if you have any questions or concerns about this document, or the handling of a claim which cannot be resolved by reference to your Broker or Intermediary, then please contact:

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

Main +44 (0)1245 272700
Fax +44 (0)1245 272701
Web www.QBEurope.com



MATTHEW F. CRANE
MANAGING DIRECTOR MOTOR

COMPLAINTS PROCEDURE

Applicable only to United Kingdom Document holders with an annual turnover of less than £1m.

If you are not satisfied with the way in which a complaint has been dealt with, you may ask the Financial Ombudsman Service to review your case. Please contact the following, quoting your policy number and the name of your Broker or Intermediary:-

Financial Ombudsman Service
South Key Plaza
183 Marsh Wall
London E14 9SR
Tel: 0845 080 1800
Fax: 0207 964 1001
email: complaint.info@financial-ombudsman.org.uk

If your complaint is about Legal Expenses Insurance please refer to the separate Complaints procedure detailed on page 19.

Compensation - You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS), should QBE Insurance (Europe) Limited be unable to meet its liabilities under this policy. Further information about the compensation scheme is available from the FSCS or by visiting the Financial Services compensation Scheme website at www.fscs.org.uk