

### **SUMMARY OF PRIVATE CAR INSURANCE COVER**

INSURER	Zenith Insurance plc is regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No. 211787) 846-848 Europort, Gibraltar.
	Your policy has been arranged by Markerstudy Insurance Services Limited on behalf of the authorised insurer. Markerstudy Insurance Services Limited is registered in England and Wales (No. 2135730) and authorised and regulated by the Financial Conduct Authority (No. 475572).
	Registered office 45 Westerham Road, Bessels Green, Sevenoaks, Kent TN13 2QB.
LEVEL OF COVER	There are 3 different levels of cover. If you have selected <b>Comprehensive</b> ( <b>COMP</b> ) this covers damage to your insured vehicle by accident, fire, theft & vandalism. If you have selected <b>Third Party Fire &amp; Theft (TPFT)</b> this covers loss of or damage to your insured vehicle by fire & theft. All policies including those issued for <b>Third Party Only (TPO)</b> provide cover for any injury & damage you cause to other people and/or their property.
TERM OF THE POLICY	All private car policies are issued for a 12 month period. Refer to your Certificate of Motor Insurance for the dates cover is effective.
CANCELLATION	You or your insurance intermediary can cancel this policy either from the date we are notified, in writing, or a later date as requested by you.
	You will, for a period of 14 days from the date you receive your Policy documentation, have a right to cancel this policy and receive a refund (unless you have made a total loss claim). This refund will be subject to a charge for the period of cover you have received, plus our administration charge of £25 plus Insurance Premium Tax (IPT) if applicable.
	Where cover has not commenced prior to the end of this 14 day period, you will be entitled to a full refund of the premium you have paid. To exercise your right to cancel please contact your broker/insurance intermediary.
	Beyond the 14 day period, you will still be entitled to cancel this policy and provided there have been no claims in the current period of insurance we will refund the premium relating to the remaining period of insurance calculated on a proportionate basis dependent on the number of days left to run under the policy less an administration fee of no more than £50 plus Insurance Premium Tax, if applicable, to take into account our costs in providing your policy.
	We can cancel this policy at any time if there are serious grounds to do so, including but not limited to the following
	<ul> <li>examples:</li> <li>Where your insurance intermediary has been unable to collect a premium payment (payment terms including the procedures in the event of non-payment of the premium will have been agreed between you and your insurance intermediary when you took out this policy); or</li> </ul>
	you have failed to take reasonable care in providing information in relation to this insurance as required by General Condition 1 of this policy; or     you have failed to supply requested validation documentation (evidence of No Claim Discount, copy driving licence, etc.); or
	<ul> <li>you have failed to co-operate or provide information and assistance in relation to any claim under this policy or with regards to the administration or operation of this policy; or</li> <li>where you fail to maintain the insured vehicle in a roadworthy condition or you fail to look after it in accordance with General Conditions 2 and 3 of this policy; or</li> </ul>
	<ul> <li>where we have grounds to suspect fraud or misrepresentation; or</li> <li>where you use threatening or abusive behaviour towards a member of our staff or a member of staff of your insurance intermediary or our supplier.</li> </ul>
	We will do this by giving you 7 days' notice in writing to your last address notified to us. Your last notified address may include an email address nominated by you to accept correspondence.
	If we cancel your policy an administration charge of no more than £50 plus Insurance Premium Tax, if applicable, will apply.
	Our administration charge may be in addition to any cancellation charge levied by your broker/insurance intermediary.
IN THE EVENT OF A	For full details of the cancellation process, please refer to General Condition 6 in the policy booklet.
IN THE EVENT OF A CLAIM	All claims must be reported to the 24 hour Claims Helpline on 0344 873 8183 within 24 hours of the incident.
NOTIFICATION OF CHANGES	To keep your insurance up to date please notify us straight away via your insurance intermediary about changes which affect your cover. Some examples are:
	A change of vehicle or you have purchased another vehicle to which you want your existing cover to apply. The insured vehicle is changed or modified from the manufacturer's standard specification or you intend to change or modify it (including the addition of optional fit accessories such as spoilers, skirts, alloy wheels etc). A change in the use of the insured vehicle.  A change relating to the ownership of the Insured Vehicle.
	The insured vehicle has been stolen or is involved in an accident no matter how trivial.  If the insured vehicle is likely to exceed the annual mileage declared at the commencement or renewal of the policy for which you may have received a premium discount.  Any change in the main user of the insured vehicle.  You wish a new driver to be covered.
	<ul> <li>Someone who drives the insured vehicle is convicted of an offence (whether motor related or not) or fixed penalty or other licence endorsement or suffers from a medical condition or has a claim on another policy.</li> <li>Someone who drives the insured vehicle has any police enquiry or prosecution pending (note – if you have been</li> </ul>
	stopped by the police a prosecution may be pending and must be disclosed).  • A change of occupation (full or part-time) by you or any other driver.
	stopped by the police a prosecution may be pending and must be disclosed).  • A change of occupation (full or part-time) by you or any other driver.



### **SUMMARY OF PRIVATE CAR INSURANCE COVER**

#### **NOTIFICATION OF** CHANGES (CONTINUED)

If the information provided by you is not complete or accurate:

- We may cancel your policy and refuse to pay any claim, or
- we may not pay any claim in full, or we may revise the premium and/or change the compulsory excess, or the extent of the cover may be affected.

See 'Notification of changes' in the Policy Document

#### SUMMARY OF COVER

This is a Policy Summary only. It does not contain the full terms and conditions of the contract.

For full details of all policy terms, conditions and exclusions please refer to the policy booklet (a copy of which is available on request). The relevant sections of the policy booklet are listed below.

BENEFIT	COVER	UNUSUAL EXCLUSIONS AND LIMITATIONS (see also overleaf)
Accidental or Malicious Damage Cover (Section A)	COMP only	The policy does not cover damage to tyres caused by braking, punctures, cuts or bursts.
		Damage caused by an inappropriate type or grade of fuel being used.
		Confiscation, requisition or destruction by or under the order of any Government or Public or Local Authority.
		There is no cover for damage caused deliberately by you or by any person who is in charge of the insured vehicle with your permission.
		The policy does not cover any amount you are contractually obliged to pay under any lease or finance agreement, you have entered into, over and above the cost of replacing the insured vehicle.
		Damage caused by frost unless you took precautions to protect the insured vehicle.
		See 'Exceptions to Sections A & B' in the Policy Document.
Theft of In-Car Entertainment Communication,	COMP/TPFT	A limit of £500 applies to any one occurrence (after the deduction of any excess) for permanently fitted in-car entertainment, communication or navigation equipment not originally installed by the manufacturer.
Navigation Equipment (Sections A & B)		Cover is unlimited if you have selected Comprehensive cover and the permanently fitted in-car entertainment, communication or navigation equipment was originally fitted to the insured vehicle by the manufacturer.
		Any amount payable in respect of in-car entertainment, communication or navigation equipment will not exceed the value of the equipment at the time of the loss or damage after making any deduction due in respect of wear and tear.
		See 'In-car entertainment, communication and navigation equipment Sections A & B' in the Policy Document.
Damage to your Insured Vehicle by Theft or	COMP/TPFT	If your claim is due to theft, attempted theft, malicious damage or vandalism, you must notify the police within 24 hours of discovery of the loss or as near as practical and obtain a crime report number.
Attempted Theft (Section B)		If the insured vehicle is stolen and is no longer under your control we will remove it from the Motor Insurance Database (MID) until such time as it is recovered.
		Important: If you are advised that your stolen vehicle has been recovered following its theft and it is roadworthy, it is important that you notify your insurance intermediary immediately and before you drive the vehicle, so that we can reinstate it onto the Motor Insurance Database otherwise you run the risk of being stopped by the police as they may suspect the vehicle is not insured.
		See 'General Conditions 4' in the Policy Document.
		The policy will not pay for:
		Loss of or damage caused by someone taking the insured vehicle without your permission, unless the incident is reported to the police and assigned a crime reference number and you do not subsequently make any statement to the police that the insured vehicle was taken with your permission.     Claims where the ignition keys have been left in or on the insured vehicle, where the insured vehicle has not been properly locked/secured or where the insured vehicle has a standard-fit alarm/immobiliser which is not operational or is not in use.     Claims involving fraud or deception. Some examples are where you are selling your insured vehicle, hand over the keys and later discover that the purchaser's cheque will not be honoured by the bank.     Confiscation, requisition or destruction by or under the order of any Government or Public or Local Authority.     Any amount you are contractually obliged to pay under any lease or finance agreement, you have entered into, over and above the cost of replacing the insured vehicle.
		See 'Exceptions to Sections A & B' in the Policy Document.
Damage to Your Insured Vehicle Resulting From Fire (Section B)	COMP/TPFT	The policy does not cover any amount you are contractually obliged to pay under any lease or finance agreement, you have entered into, over and above the cost of replacing the insured vehicle.  See 'What is covered Sections A & B' in the Policy Document.



BENEFIT	COVER	UNUSUAL EXCLUSIONS AND LIMITATIONS (see also overleaf)
Third Party Liability Cover Including Whilst Towing (Section C)	COMP/TPFT/TPO	A limit of £20,000,000 applies to third party property damage claims (in addition legal costs will be paid up to £5,000,000).
		There is no cover for loss or damage to any trailer or caravan being towed by the insured vehicle or for any property carried in or on that trailer or caravan or for not being able to use any such trailer or caravan.
		There is no cover for any loss incurred while the trailer or broken down vehicle is not attached to the insured vehicle.
		There is no cover when a trailer or broken down vehicle is being towed for profit.
		See 'Exceptions to Section C' in the Policy Document.
Driving Other Cars Cover (Section C)	COMP/TPFT/TPO	Only applies if shown on your Certificate of Motor Insurance (under "Persons or classes of person entitled to drive").
		If driving other cars cover applies, this gives third party only cover (which means that if the car is damaged or stolen we will not pay the cost to repair or replace it), for you only, to drive other cars (not belonging to you or hired to you under a hire purchase, lease or rental agreement).  Additionally cover will not apply if:
		You do not have the car owners permission to drive the car; or the insured vehicle is sold, disposed of, declared a total loss or is stolen and not recovered; or you drive the car outside of the geographical limits of this policy; or the car does not have valid cover in force under another insurance policy; or the car is not registered within the geographical limits of the policy; or the car you want to drive has been seized or confiscated by or on behalf of, any government or public authority; or
		the car is fitted with more than 7 seats in total.
		See 'Exceptions to Section C' in the Policy Document.
Glass / Windscreen	COMP only	Unlimited cover is provided via the 24 hour Claims Helpline on 0344 873 8183.
Cover (Section H)	- Co	An excess applies to all claims for glass/windscreen damage unless the damage is repaired rather than replaced. Please refer to your policy schedule for details of the applicable excess. Repairs will not be subject to payment of an excess.
		If glass replacement is carried out by anyone other than our approved replacement service, payment under the policy is limited to £100 (after the deduction of any excess) in any one insurance year.
		The repair or replacement of sunroofs, panoramic roofs, lights/ reflectors or folding rear windscreen assemblies or any permanently fitted accessories including glass contained within hard tops are not covered under this section. Cover for these items will be supplied under Section A of this policy.
		If the insured vehicle is fitted with Advanced Driver Assistance Systems (ADAS) and you use our approved replacement service to replace the windscreen, we will also pay for the recalibration of cameras or sensors fitted behind the windscreen to operate these systems, if required.
		We may at our option use parts that have not been supplied by the original manufacturer. If you insist that we use parts supplied by the original manufacturer even though alternative non-original manufacturer parts are available you will be required to pay us any difference in the cost of such parts.
		If an incident occurs involving the breakage of multiple items of glass we will only pay for one piece of glass under this section of the policy. Alternatively the damage can be claimed for under either Section A or B of the policy and the excess applicable to that section of the policy will apply and your no claim discount will be affected.
		See 'What is not covered Section H - Glass Damage' in the Policy Document.
Cover for Replacement Locks (Section I)	COMP only	If the keys or lock transmitter for your insured vehicle are stolen we will pay up to £500 towards the cost of replacing locks (after the deduction of a £100 excess).
		This cover is only provided on the basis that it can be established that the keys or transmitter are in the possession of someone who knows the identity of the insured vehicle or its garaging address.



BENEFIT	COVER	UNUSUAL EXCLUSIONS AND LIMITATIONS (see also overleaf)
New Car Cover (Sections A & B)	COMP/TPFT	Your insured vehicle will be replaced with a new one of the same make, model & specification if your insured vehicle is
		Less than 12 months old.     You are the owner & first registered keeper (or the second registered keeper if the first registered keeper is the manufacturer or supplying dealer and the delivery mileage is under 250 miles); or
		<ul> <li>The vehicle is owned by a Lease Company who are the first and only registered keeper of the vehicle and they are in agreement that a replacement vehicle can be supplied; and</li> <li>The cost of repair is valued at more than 60% of the cost of buying an identical new vehicle at the time of the loss or damage (based on the United Kingdom list price); and</li> <li>The vehicle was supplied as new from within the geographical limits.</li> <li>Your car is stolen and not recovered or is beyond economical repair as a result of a loss covered under Sections A or B of the policy.</li> <li>The insured vehicle has covered less than 12,000 miles.</li> <li>A replacement is available within the geographical limits of the policy.</li> </ul>
		If a replacement vehicle of the same make, model and specification is unavailable we will settle the claim on the basis of the market value of the insured vehicle.
l		See 'New car cover Sections A & B' in the Policy Document.
Personal Belongings	COMP only	A limit of £200 applies.
Cover (Section F)		Cover does not apply to:
(Occion i		Radar detection equipment, money, stamps, lottery tickets, tickets, securities, jewellery or furs; or
		<ul> <li>goods or samples, tools or equipment connected with any trade or business.</li> <li>See 'What is not covered Section F - Personal Belongings' in the Policy Document.</li> </ul>
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Personal Accident cover (Section E)	COMP only	Cover applies to yourself, or your partner (see policy wording for definition)  A limit of £5,000 per person applies in the event of death, loss of limb(s) or loss of eye(s) as a direct result of an accident while travelling in the insured vehicle. We will only pay
		these amounts if the death or loss happens within three calendar months of the accident.
		Cover does not apply:
		<ul> <li>In respect of death of or bodily injury to the driver at the time of the accident if such person was convicted for driving under the influence of drugs or alcohol at the time of the accident; or</li> </ul>
		<ul> <li>For death or bodily injury to any person in the insured vehicle if such person had not complied with the law relating to the use of seat belts.</li> <li>To any intentional self injury, suicide or attempted suicide.</li> </ul>
		We will not pay more than £10,000 per claim.
		Other limitations apply to this benefit. See 'What is not covered Section E - Personal Accident Benefits' in the Policy Document.
European Cover (Section J)	COMP/TPFT/TPO	Full policy cover, as shown on your policy schedule, is included free of charge whilst driving in the EU and certain other countries as stated below. Cover is for a period of up to 30 days in any one insurance year and is only applicable as long as you and any permitted driver is normally resident within the geographical limits of the policy and the use abroad is for social, domestic & pleasure purposes only.
		You must notify your insurance intermediary prior to your journey abroad otherwise your policy will only provide the legal minimum cover in all EU countries and any other country which- the Commission of the European Communities is satisfied has made arrangements of Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.
		This legal minimum insurance does not include cover for loss of or damage to the insured vehicle.



BENEFIT	COVER	UNUSUAL EXCLUSIONS AND LIMITATIONS (see also overleaf)
Courtesy Car (Section D)	COMP only	If the claim is covered by the policy and the insured vehicle is repairable a courtesy car will be provided by the approved repairer for the duration of the repairs.
		The courtesy car can only be provided subject to availability. The intention of the courtesy car is to keep you mobile and it will not always be like for like in terms of size, type, value or status.
		See 'Section D - Provision of a Courtesy Car' in the Policy Document.
Uninsured driver and vandalism promise (Section M)	COMP only	If the insured vehicle is involved in an accident that was not your fault or that of the driver of the insured vehicle and caused by an uninsured motorist we will refund the cost of your excess and restore your No Claim Discount.
		We will need:
		<ul> <li>The vehicle registration and the make/model of the third party vehicle</li> <li>The responsible driver's detail, if possible.</li> </ul>
		It also helps us to confirm who is at fault if you can get the names and addresses of any independent witnesses, if available. When you claim, you may have to pay your excess. Also, if when your renewal is due, investigations are still ongoing, you may lose your No Claim Discount temporarily. However, once we confirm that the accident was the fault of the uninsured driver, we will repay your excess, restore your No Claim Discount and refund any extra premium you have paid.
		Vandalism promise:
		If you make a claim for damage to your insured vehicle that is a result of vandalism, which is damage caused by a malicious and deliberate act, you will not lose your No Claim Discount.
		Conditions:
		<ul> <li>You pay any Accidental Damage excess that is applicable. Please refer to your policy schedule for excess amounts</li> <li>The incident is reported to the police and assigned a crime reference number</li> <li>The damage has not been caused by another vehicle.</li> </ul>
		When you claim you will have to pay the excess. Once we receive your claim, you may lose your No Claim Discount, until we are supplied with a relevant crime reference number.
Emergency transport & accommodation (Section N)	COMP only	If you are not able to drive the insured vehicle as a result of an incident which is covered under section A or B of this policy we will assist with getting you and your passengers to a safe location. We will also pay you up to £100 per person in respect of:
		<ul> <li>Alternative travel expenses for you and all occupants of the insured vehicle to reach your destination; or</li> <li>Emergency overnight accommodation for you and all occupants of the insured vehicle when an unplanned overnight stay is necessary.</li> </ul>
		What is not covered:
		<ul> <li>More than £500 per incident</li> <li>Reimbursement for the purchase of any drinks, meals, clothing, toiletries, newspapers or telephone calls</li> <li>Any additional costs incurred for the transportation of any goods carried within the insured vehicle</li> <li>Coverage outside the territorial limits of your policy.</li> </ul>
Child car seat (Section O)	COMP only	If you have a child car seat fitted to your insured vehicle and your insured vehicle is involved in an incident where the damage to the insured vehicle is covered by this policy we will cover you for the cost of replacing the child car seat with a new one of a similar standard, even if there is no apparent damage, provided you are able to supply a copy of the original purchase receipt for the car seat.



SIGNIFICANT AND UN	USUAL GENERAL EXCLUSIONS/LIMITATIONS	
Excesses (Sections A, B, H & I)	You will have to pay the amounts of excess shown in your policy schedule. The amount will vary depending on the type of damage and under Sections A & B may be increased if your insured vehicle is being driven by a young/inexperienced driver. The amount of young/inexperienced driver excess is determined by the status of the driver at the inception date/last renewal date of the insurance.	
Use of Approved Repairer (Sections A & B)	If the damage to the insured vehicle is covered under your policy and it is repaired by an approved repairer you do not need to obtain any estimates and repairs can begin immediately after we have authorised them. We will arrange for an approved repairer to contact you to arrange to collect the insured vehicle. Repairs made by the approved repairer are guaranteed for three years.	
	At your option you can arrange for a repairer of your choice to carry out the repairs. You must send us at least two detailed repair estimates and full details of the incident as soon as reasonably possible. We will only be liable for the repair costs at a non-approved repairer if we have agreed that the costs are reasonable and we have issued an authorisation to the repairer. We may need to inspect the vehicle. We reserve the right to ask you to obtain alternative estimates and we may not pay you more than the approved repairer would have charged them for the repair of the insured vehicle.	
Looking After Your Insured Vehicle (Section A & General Conditions 2, 3 & 4)	The policy will not pay if you have not maintained the insured vehicle in a roadworthy condition – this includes having a current and valid MOT Certificate if one is required by law.	
	We will not pay for further damage to your insured vehicle if, following an accident, it is driven or there is an attempt to drive it in a damaged condition.	
Driving Licences (General Exception 1)	You and all drivers must comply with the conditions of their driving licence(s) otherwise cover will not be provided to the policy.	
<b>Drink/Drugs Exclusion</b> (General Exception 1)	The policy will not pay if you are involved in an accident and are subsequently convicted of driving under the influence of alcohol or drugs at the time of such accident.	
	In addition, you or any insured driver must repay all the amounts we have paid arising from the incident including any claimants' damages and costs.	
Total Losses and Stolen Vehicles (General Conditions 7)	If as a result of a claim the insured vehicle is determined to be a total loss or your vehicle has been stolen and not recovered this policy will be cancelled without refund of premium unless you change your vehicle to another that would normally be acceptable to us or the stolen vehicle is recovered and is not a total loss.	

#### WHAT TO DO IF YOU HAVE A COMPLAINT

In the first instance these should be referred to the insurance intermediary arranging the insurance.

If you are not satisfied with his or her answer, please make contact with us at Markerstudy Customer Relations, Markerstudy Insurance Services Limited, PO Box 727, Chesterfield S40 9LH, Tel: 0344 705 0633 or e-mail: complaints@markerstudy.com. You will need to quote your policy number shown in the Schedule.

In the event that we have not resolved matters within 8 weeks of you writing to us the problem can be referred to the Financial Ombudsman Service. You may go directly to the Financial Ombudsman Service when you first make your complaint, but the Ombudsman will only review your complaint at this stage with our consent. However, we are still required to follow the procedure as stated in full in the policy booklet.

If you have received a final response but are dissatisfied, you have the right of referral to the Financial Ombudsman Service within six months of the date of your final response letter. You may only refer to the Ombudsman beyond this time limit if we have provided our consent.

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

## FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

All policies arranged by us for individual customers or 'small businesses' are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if your insurer cannot meet its obligations (e.g. if it goes out of business or into liquidation or is unable to trade).

Further information about compensation scheme arrangements is available from the FSCS

(www.fscs.org.uk telephone 0207 741 4100 or 0800 678 1100).