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# **SUMMARY OF PRIVATE & PUBLIC HIRE INSURANCE COVER**

INSURER	Markerstudy Insurance Company Limited and/or its co-insurers whose names and addresses are available on request. Authorised Insurers, registered in Gibraltar (Reg. No. 78789). The Company is licensed and based in Gibraltar and is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Services Authority in respect of underwriting business in the UK (FSA Register Number 206322).
LEVEL OF COVER	There are 3 different levels of cover. If you have selected <b>Comprehensive (COMP)</b> this covers damage to your 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 vehicle by fire (excluding arson & vandalism) & 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	Markerstudy public and private hire policies are available on a 30 day, 3 month, 6 month or 12 month basis. Refer to your Certificate of Motor Insurance for the dates cover is effective.
	Please note that No Claim Bonus only applies to 3, 6 or 12 month contracts subject to 12 consecutive months of claim free driving. <b>No Claims Bonus does not accrue under 30 day contracts.</b>
CANCELLATION	You have the right to cancel this policy at any time. You must return the current Certificate of Motor Insurance before cancellation can be effected. 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 reasonable administration charge. Our minimum administration charge will be £30. However 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. This 14 day 'cooling-off' period does not apply to 30 day contracts.
	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 dependant on the number of days left to run under your policy on the date the Certificate of Motor Insurance is received by us. However, we will deduct a charge of £30 from the refund to cover our administration costs.
	Our administration charge/time on risk charge may be in addition to any cancellation charge levied by your broker/insurance intermediary.
IN THE EVENT OF	For full details of the cancellation process, please refer to General Condition 6 in the policy booklet. All claims must be reported to our <b>24 hour Claims Helpline on 0844 874 0636 within 24 hours of the incident</b> .
A CLAIM	Correspondence should be sent to our UK service providers, Markerstudy Limited at PO Box 420, Tunbridge Wells, Kent, TN2 9LT. N.B. Special reporting conditions apply if cover is subject to the fitment of a SmartWitness camera – see overleaf for details.

### 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 & 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	LEVEL OF COVER	UNUSUAL EXCLUSIONS & LIMITATIONS (see also overleaf)
Accidental or malicious damage cover (Section A)	COMP only	The policy <b>does not cover damage to tyres</b> caused by braking, punctures, cuts or bursts. There is <b>no cover for damage caused deliberately</b> by you or the person driving.
Theft of in-vehicle communication, navigation & metering equipment (Sections A & B)	COMP/TPFT	A <b>limit of £750</b> applies to any one occurrence (after the deduction of any excess). Cover is for permanently fitted items only (radar detection equipment, PDAs and portable satellite navigation equipment is not covered).
Damage to your vehicle by theft or attempted theft (Section B)	COMP/TPFT	<ul> <li>The policy will not pay for:</li> <li>claims resulting from 'taking away' incidents where the vehicle is taken by your employee or a member of your family or household or in a close personal relationship with you or your family or household.</li> <li>claims where the ignition keys have been left in or on the vehicle, where the vehicle has not been properly locked/secured or where the vehicle has a standard-fit alarm/immobiliser which is not working.</li> <li>claims involving fraud or deception. Some examples are where you are selling your vehicle, hand over the keys and later discover that the purchaser's cheque will not be honoured by the bank or where you do not have a proper title to the vehicle because it has been 'ringed' (i.e. it has had its identity changed by criminals prior to you taking possession of it).</li> <li>confiscation, requisition or destruction by a government, public or local authority.</li> </ul>
Damage to your vehicle resulting from fire (Section B)	COMP/TPFT	There is <b>no cover for fire damage resulting from malicious acts or vandalism</b> if the cover under the policy is <b>TPFT</b> .
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 costs will be paid up to £5,000,000). There is no cover for damage to any trailer or caravan being towed. There is no cover under this policy for 'driving other cars'.
Public Liability Cover (Section F)	COMP/TPFT/TPO	The standard policy provides <b>automatic cover</b> in respect of work undertaken under a contract with public authority, company or firm. A limit of <b>£5,000,000</b> applies to any one event but this <b>can be increased to £10,000,000</b> subject to payment of an additional premium. Cover is subject to you having arranged with the principal that the conduct and control of all claims arising out of this extension will rest with Markerstudy Insurance Co Ltd.





## SUMMARY OF PRIVATE & PUBLIC HIRE INSURANCE COVER (continued)

BENEFIT	LEVE	L OF COVER	UNUSUAL EXCLUSIONS & LIMITATIONS		
Glass/windscreen cover (Section D)		OMP only	Unlimited cover is provided via our 24 hour Claims Helpline on 0844 874 0636. An £80 excess applies to all claims for glass/windscreen damage unless the damage is repaired rather than replaced. Repairs will be subject to a £25 excess. If glass replacement is carried out by anyone other than our approved replacement service, payment under the policy is limited to £75 (after the deduction of any excess) in any one insurance year. There is no cover under this section for sunroofs, glass sunroofs, panoramic windscreens, lights/reflectors or folding rear windscreen assemblies.		
European cover (Section E)		1P/TPFT/TPO	The policy provides the legal minimum level of cover in all EU countries. Additionally, subject to prior notice, full policy cover can be provided for the EU for up to 30 days in any one insurance year as long as you and any permitted driver is normally resident within the UK and the use abroad is for social, domestic & pleasure purposes only. An additional premium will be payable to extend full cover abroad.		
Additional Benefit – Free Taxi Hire	COMP only		<ul> <li>We will provide a replacement taxi for you to use for up to 7 calendar days whilst your own taxi is not legally driveable following an accident which was your fault. This benefit does not apply if:</li> <li>Another party is liable for the damage to your taxi; or</li> <li>Indemnity issues exist in relation to the accident that you were involved in.</li> </ul>		
SIGNIFICANT & UNUSUAL GE	ENERA	L EXCLUSIONS	LIMITATIONS		
Standard Excesses – Damage Fire and Theft (Sections A, B & D)		You will have to pay the <b>amounts of excess</b> shown in your schedule, the policy document or in any endorsement. The amount will vary depending on the type of damage and under Sections A & B <b>may be increased</b> if your vehicle is being driven by a <b>young/inexperienced driver</b> . The <b>amount of young/inexperienced driver</b> excess is determined by the status of the driver at the <b>inception date/last renewal date of the insurance</b> .			
Increased Accidental Damage Fire and Theft Excess (SmartWitness Requirements - Endorsement 061)		<ul> <li>If cover has been arranged subject to your vehicle being fitted with a SmartWitness camera we will increase the Standard Accidental Damage Fire &amp; Theft Excess as shown on the Policy Schedule to £1250 if you fail to meet the following requirements:</li> <li>You must immediately notify all incidents (irrespective of your intention to claim under this policy) to our 24 Hour Claims Helpline on 0844 874 0636 and in any case within 24 hours of the discovery of any incident or accident.</li> <li>All incidents must be reported directly to us without the involvement of any accident management company or third party claims handling company.</li> <li>You must arrange to get the Smart Witness SD (secure data) Card collected and replaced so that the accident data can be uploaded onto the Markerstudy claims site within a maximum period of 24 hours following discovery of any incident.</li> </ul>			
Use of Approved Repairer (Sections A & B)		If repairs to the insured vehicle are not carried out by our approved repairer we will only pay the amount our approved repairer would have charged. If the repairs are carried out by an alternative repairer an additional £250 excess will apply. The amount of excess payable in the event that an alternative repairer is used will be increased to £1250 if the policy is arranged subject to the fitment of a SmartWitness camera (Endorsement 061 applies)			
Looking after your vehicle (Section A & General Conditions 2, 3 & 4)		The policy will not pay if you have not maintained the vehicle in a roadworthy condition – this includes having a current MOT Certificate if required and compliance with the local authority licencing regulations. We will not pay for damage resulting from an inappropriate type or grade of fuel being used. We will not pay for further damage to your vehicle if, following an accident, it is driven or there is an attempt to drive it in a damaged condition.			
Use of the vehicle (General Exceptions 11 &12)		There is <b>no cover</b> in respect of liabilities arising out of the carriage of <b>hazardous goods</b> . There is <b>no cover</b> if the vehicle is <b>overloaded or carrying a greater number of passengers</b> than the manufacturer's <b>specified seating capacity</b> .			
Driving licences (General Exception 1)		You and all driver be provided by t	s must comply with the conditions of your driving licence(s) otherwise cover will not he policy.		
Drink/Drugs Exclusion (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.		
WHAT TO DO IF YOU HAVE A	COMP	LAINT			

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 our UK service providers at Markerstudy Customer Relations, Markerstudy Limited, PO Box 727, Chesterfield, S40 9LH, Tel: 0844 874 0633 or e-mail: complaints@markerstudy.com. You will need to quote your policy number shown in the Schedule.

In the event that our service providers have not resolved matters within 8 weeks of you writing to them the problem can be referred to the **Financial Ombudsman Service**. Whilst we and our UK service providers 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.

### SEVERAL LIABILITIES NOTICE

The obligations of Markerstudy Insurance Company Limited and its co-insurers under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each insurer's individual subscription. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurer's obligations.

#### FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

All Markerstudy Insurance Company Limited policies issued in the UK 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).