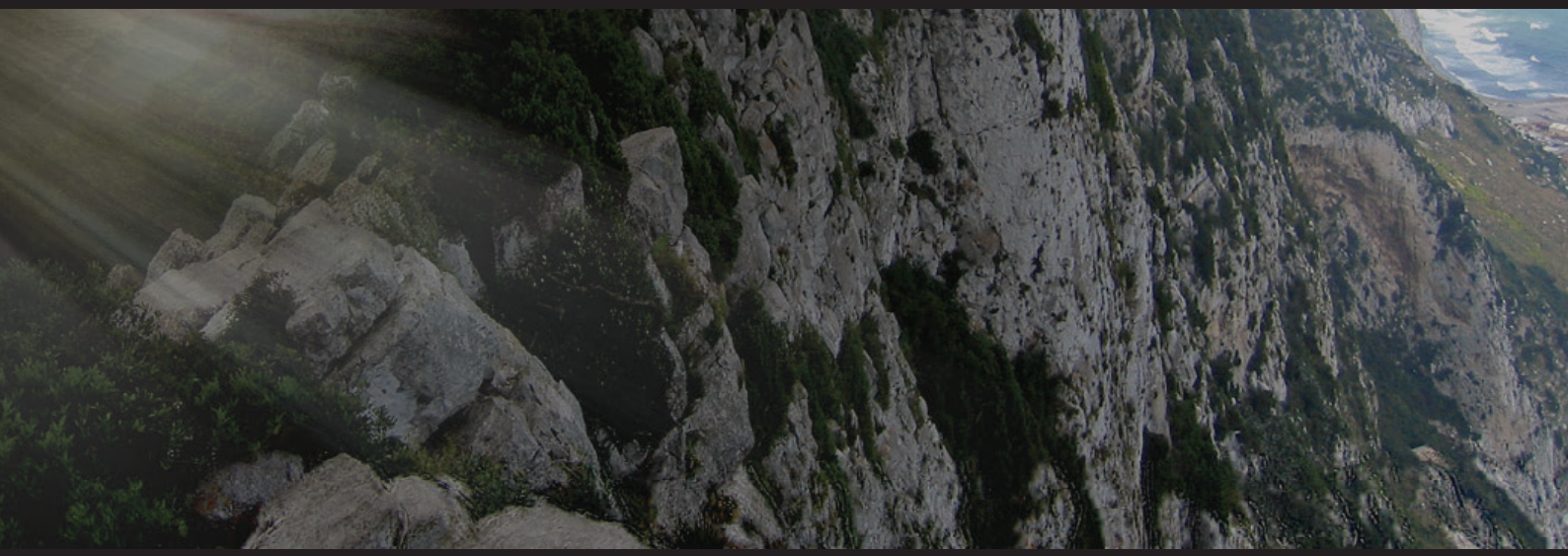
Carraig insurance company Ltd



Motor Fleet Policy Document

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Introduction

This Policy is a contract of Insurance between you (the policyholder) and us (Carraig Insurance Company Ltd.)

The contract is based upon the information and statements you gave in your proposal form and declaration and has been relied upon by us in entering into this agreement. In return for payment of the premium by you we will provide insurance in accordance with the terms, conditions and exceptions contained in or endorsed upon this document against such liability loss or damage that may occur during the period of insurance.

This policy document, your certificate of motor insurance, your schedule and any endorsements must be read together as one contract of Insurance. It is also important that you read the general exclusions and conditions that may apply.

For and on behalf of Carraig Insurance Company Limited



Philip M Cunningham ACII
Managing Director

Definitions

The following words or phrases have the same meaning whenever they appear:

1. **The Insurer/we/us/our/ours/company**
   Carraig Insurance Company Limited.

2. **The Insured/Insured Person/You/Your/Policyholder**
   The person/persons and/or company/companies described as the insured in the
   – certificate of motor insurance
   – policy schedule

3. **Policy Document/Document**
   – This document of Insurance

4. **The Schedule**
   The details of the "Insured" "Insured Vehicle" and the protection provided under this "Policy Document".

5. **Insured Vehicle means**
   Any motor vehicle (as defined below) described in the policy schedule or any motor vehicles for which details have been supplied to "us" and a certificate of motor insurance has been delivered to "you" and remains effective.

   ALL MOTOR VEHICLES INSURED UNDER THIS CONTRACT MUST BE TAXED AND REGISTERED IN THE UNITED KINGDOM.

   (a) Private Car means
   Any private car, or estate car but excluding any such car used for hire or reward i.e. Private/Public Hire or Self Drive Hire.

   (b) Commercial Vehicle means
   Any other motor vehicle excluding the following :

   (i) Coach, and/or Minibus used for hire or reward
   (ii) Steam driven vehicles
   (iii) Agricultural vehicles
   (iv) Motorcycles
   (v) Private Cars used for hire purposes as defined under (a).

   (c) Trailer in respect of

   (a) Commercial Vehicle means

   (i) a Semi-Trailer being part of an articulated vehicle;
   (ii) a Draw-Bar Trailer attached to a rigid vehicle
   (iii) specified Trailer/s means any Trailer/s whose chassis No./vin No. and value have been declared to "us".
   (iv) Unspecified Trailer/s means any Trailer/s whose chassis No./vin No. are unavailable but whose details"we" have been supplied with by way of the total maximum sum to be insured and the maximum value any one "Trailer". the property of the "Insured" or for which the "Insured" is legally responsible.

   (b) Private Car means baggage Trailer/Caravan or the like.

6. **Driver**
   Any person who is driving the "Insured Vehicle" with the "Insured's" consent and is entitled to do so by the terms and conditions of the Insurance.

Definitions continued

7. The Insured Person

(a) The "Insured";

(b) At request of the "Insured":

(i) The "Driver";

(ii) Any Principal Director or Employee of the "Insured".

(iii) Any person (other than the "driver") mounting into, dismounting from or in the "Insured Vehicle";

(iv) The owner of the vehicle on hire or loan or leased to the "Insured";

(v) Any person who, with the permission of the "Insured", is using (but not driving) the "Insured Vehicle" for Social, Domestic and Pleasure Purposes provided that such use is permitted by the terms of the Insurance.

PROVIDED ALWAYS that such persons:

(a) are not entitled to indemnity under any other insurance;

(b) shall as though they were the "Insured" observe, fulfil and be subject to the terms, exceptions and conditions of this Insurance insofar as they can apply.

8. Road
Any place that would be held to be a road for the purposes of any compulsory Motor Insurance Legislation operative within the areas covered by this Insurance.

9. Driving Licence
A Licence to drive a vehicle of the same class as the 'Insured Vehicle', including all necessary CPC qualifications.

10. Accessories
Accessories include spare parts, sound reproduction equipment and communications equipment as supplied and fitted by the manufacturer to the "Insured Vehicle".

ALWAYS PROVIDED that such spare parts and equipment are fitted and included in the manufacturers specifications at the time of purchase of the "Insured Vehicle" as new.

11. Endorsement
A change of the terms of Insurance and where applicable, this is detailed in the "Schedule".

12. Excess
The amount "you" will have to pay in the event "your" vehicle is lost, stolen or damaged

13. Certificate of Insurance
A document that "you" must have as proof that "you" have the motor insurance necessary to comply with the law. The certificate of motor insurance does not, however, indicate the full policy cover and for this "you" need to refer to the main text of the policy document.

14. Market Value
The estimated market value of "your" vehicle had it been placed on the open market immediately preceding the loss or damage, but in no event shall the amount exceed "your" last disclosed value or purchase price whichever is the lesser.

Insurance Provided

This is “our” new motor Fleet “Policy Document” and shown below are the general levels of cover provided along with appropriate sections and unless specifically shown or endorsed or amended on “your” current “Schedule” they shall apply to “your” particular policy.

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 and theft), 5, 6, 7 (where applicable), 8 and 9.
Third Party Only	Sections 1, 5, 6, 7 (where applicable), 8 and 9.
Fire and Theft Only	Section 2 (but loss or damage solely in respect of fire and theft)

Section 1 Liability to Third Parties

What is covered?

1. The "Insured Person" will be indemnified when liability arises out of an accident caused by, in connection with, the "Insured Vehicle" or the loading or unloading of such Vehicle.

2. Death of or bodily injury to any person.

Third Party Property Damage

3. Damage to third party property resulting from any one claim or number of claims arising out of one event is limited to:

   (a) £20,000,000 in relation to the use of a "Private Car"

   (b) £5,000,000 in relation to the use of a "Commercial Vehicle"

Legal Costs

4. At "our" option the payment of:

   (a) legal charges and expenses incurred with "our" written consent in dealing with or defending any action at law which may be brought against "you" in respect of any claim under this Section;

   (b) solicitor's fees for representation at any coroner's inquest or fatal inquiry in respect of any death which may be the subject of indemnity under this Section or for defending in any Court of Summary Jurisdiction any proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this Section;

   (c) legal services arranged by "us", up to £5,000 for defending a charge of manslaughter or causing death by reckless driving.

Towing

5. The towing by any "Insured Vehicle" which is the subject of indemnity herein of a "Trailer" or a disabled mechanically propelled vehicle provided that such vehicle is not being towed for reward. "We" shall not be liable for damage to the towed vehicle or any load conveyed on it.

Emergency Treatment

6. Payment for emergency treatment as required by the current Road Traffic Legislation for injuries resulting from any accident involving any "Insured Vehicle" which is the subject of indemnity under this Insurance.

Third Party Contingency

7. "Your" liability in respect of any motor vehicle not "your" property nor provided by "you" whilst being used in connection with "your" business by "your" Employee or Partner.

PROVIDED ALWAYS that

   (a) "you" shall take all reasonable steps to ensure that there is in force in respect of such vehicle an Insurance valid for such use;

   (b) if any claim covered by this Sub-Section 7 is also covered by any other Insurance "we" shall not be liable to make any contribution to such claim.

Section 1 Liability to Third Parties continued

Unauthorised Movement

8. Indemnity to any "Insured Person" when liability arises out of 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 property held in trust by or in "your" custody or control.

What is not covered?

"We" shall not be liable:

9. to indemnify any "Insured Person" other than "you" if at any time there is any other Insurance in force covering the person indemnified whether effected by that person or not.

10. in respect of death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with

    (a) the bringing of the load to such vehicle for loading thereon, or

    (b) the taking away of the load from such vehicle after unloading by any person other than the "driver" or attendant in "your" employment.

11. in respect of death of or bodily injury to

    (a) "you" and/or "driver"

    (b) any person arising out of and in the course of such persons employment by "you" or by any other person claiming to be indemnified under this Section other than to meet the requirements of the Road Traffic Act.

12. for

    (a) damage to or loss of property belonging to or in the custody or control of the "Insured Person";

    (b) damage to premises (or to the fixtures and fittings therein) which are not "your" property but are occupied by "you" under a leasing or renting agreement;

    (c) damage to or loss of property in or on the "Insured Vehicle";

    (d) damage to or loss of the "Insured Vehicle".

13. under Sub-Section 8

    (a) if the obstructing vehicle is

        (i) moved by any person other than the "Insured Person";

        (ii) owned, held under a Hire Purchase Agreement, hired by or loaned or leased to "you" ;

        (iii) driven by any person who does not hold a "Driving Licence" unless such person has held and is not disqualified from holding or obtaining such a "Licence";

    (b) in respect of damage to or loss of property in or on the obstructing vehicle.

Section 2 Loss or Damage

What is covered?

1. Indemnity to "you" against loss of or damage to the "Insured Vehicle" and manufacturers standard "accessories" fitted thereon.

Repairs

"We" may at "our" option repair, reinstate or replace the "Insured Vehicle" or any part thereof or its standard "accessories" fitted thereon or may pay in cash the amount of the loss or damage. The maximum amount payable at the time of such loss or damage shall be the "market value" of the "Insured Vehicle" but in no event shall the amount exceed "your" last disclosed value or purchase price whichever is the lesser.

Hire Purchase and Leasing Agreements

If to "our" knowledge the "Insured Vehicle" is the subject of a Hire Purchase, Leasing or Contract Hire Agreement, payment in respect of the total loss of the "Insured Vehicle" under this Section of this Insurance shall be made to the Owner described therein whose receipt shall be a full and final discharge to "us" in respect of such loss or damage.

Recovery and Redelivery of the Insured Vehicle

If the "Insured Vehicle" is disabled by reason of loss or damage as defined under this Section "we" will:

(a) bear the reasonable cost of conveying the "Insured Vehicle" to the nearest competent repairers.

(b) bear the reasonable cost of redelivery to "you" after repair.

What is not covered?

"We" shall not be liable in respect of:

2. (a) loss of use, betterment, wear and tear or depreciation or mechanical, electrical, electronic, computer failures or breakdowns or breakages or damage to the transmission by application of the brakes.

   (b) damage to tyres unless resulting from an accident to the vehicle itself, or wear and tear or damage to the tyres due to application of the brakes, side slips, bursts or punctures, furthermore liability in respect of tyres shall be limited to the cost of repairs or, if stolen, or not repairable, to the value at the time of the accident

   (c) loss of or damage to the "Insured Vehicle" caused by or arising out of the tipping operation of the "Insured Vehicle".

   (d) loss of petrol and diesel fuel as a result of an accident or theft.

   (e) loss or damage unless the "Insured Vehicle" is/was last in the care, custody or control of the "Insured Person"

   (f) loss, destruction or damage directly occasioned by pressure waves caused by Aircraft and other aerial devices travelling at sonic or super sonic speeds.

   (g) any amount in excess of £2,000,000 in connection with any occurrence or series of occurrences arising out of one event.

   (h) any loss suffered by the "Insured" due to any person obtaining any property by deception.

   (i) diminution in value.

   (j) loss of or damage to the "Insured Vehicle" arising from theft or attempted theft

      (i) whilst the keys to the "Insured Vehicle" have been left in or on the "Insured Vehicle"

      (ii) if the "Insured vehicle" has not been secured by means of the door locks or if the windows or any form of sliding roof have been left open or unlocked whilst unattended

      (iii) if an alarm or electronic immobiliser or tracking device is fitted to the "Insured Vehicle" and is not activated and in proper working order.

   (k) 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.

   (l) loss or damage to the 'Insured Vehicle' caused by or arising from the use of the wrong fuel or as a result of the mis-delivery of fuel.

Section 2 Loss or Damage continued

Young and New Drivers Excess

3. The amounts shown below shall apply in the event of a claim under this section if the "Insured Vehicle" is being driven by or for the purpose of being driven is in the charge of any person less than 25 years of age or who has not held a full "Driving Licence" issued by the relevant authority of any European Union(EU) member state for 12 months:

Where an amount is not shown, section 2, 3 and 4 of this 'Document' are deemed to be inoperative.

The expression "claim" shall mean a claim or series of claims arising out of one cause.

Young Driver

Vehicle Type	Licence Required	Driver Age			
		17	18-20	21-22	23-24
Any Private Car Excluding use for Hire or Reward	B	£1500	£1250	£750	£500
Any Private Car Including use for Hire or Reward	B	£1500	£1250	£1000	£750
Commercial Vehicles under 3.5t with a trailer up to 750kg	B	£2000	£1500	£1000	£750
Commercial Vehicles between 3.5t and 7.5t with a trailer up to 750kg	C1		£1500	£1500	£1000
Commercial Vehicles between 3.5t and 7.5t with a trailer over 750kg Total weight must not exceed 12000kg (Category B tests prior to 01.01.97 not exceeding 8250kg)	C1 + E			£2000	£1500
Commercial Vehicles over 7.5t with a trailer up to 750kg	C			£2000	£1500
Commercial Vehicles over 7.5t with a trailer over 750kg. (Articulated and drawbar trailer combinations)	C + E			£2500	£2000

New Driver

Persons not having held a full "Driving Licence" issued by the relevant authority of any EU member state for 12 months : £250

The above amount will be applied in addition to any young driver excess applicable under this clause.

The Young and/or New Driver excesses operate independently and in addition to any other "Excess", which may be applicable under this "Document".

Section 3 Personal Effects

What is covered?

1. At "your" request and by accidental means, loss of or damage by fire or theft to Rugs, Clothing or other Personal Effects whilst contained in the "Insured Vehicle".

   The maximum amount payable for any one incident is £250.

   Subject to:

   (a) the person claiming is not entitled to indemnity under any other insurance;

   (b) the person claiming shall be subject to the terms exceptions and conditions of this insurance as so far as they can apply.

   What is not covered?

2. Money, stamps, tickets, cassette tapes, compact discs, car/mobile telephones, ropes or tarpaulins, documents of any description, jewellery, portable audio and/or TV equipment, computers and/or their attachments, portable electronic equipment, cameras, goods or samples or tools used in connection with any trade or business.

Section 4 Medical Expenses

What is covered?

1. "We" will pay up to a maximum of £250 (per person injured) in respect of medical expenses incurred by "you", or any other person travelling in or on the insured "Private Car", as a direct result of the same vehicle being involved in an accident

What is not covered?

2. This Section is not operative in respect of any "Commercial Vehicle".

Section 5 Principals Clause

What is covered?

1. Indemnity to "you" in the terms of Section 1 in respect of liability assumed by "you" 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 ALWAYS that:

   "You" shall have arranged with the Principal for the conduct and control of all claims for which "we" may be liable by virtue of this Section to be vested in "us".

What is not covered?

2 "We" shall not be liable in respect of:

   (a) Liability which attaches to the Principal by virtue of an agreement which would not have attached in the absence of such agreement.

   (b) Bodily injury to the Principal for any amount for which "you" would not be liable in the absence of an agreement.

   (c) 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.

   (d) Liability which arises other than by reason of the negligence of "you" or "your" employees

Section 6 Unauthorised Use

What is covered?

1. Indemnity to "you" only subject to the terms exceptions and conditions of this policy in the event of any accident occurring whilst the "Insured Vehicle" is being used or driven by any person in "your" employment without "your" knowledge or consent for any purpose not permitted under this insurance.

   PROVIDED ALWAYS that "you" shall take all reasonable precautions to ensure that all persons who may use or drive an "Insured Vehicle" are made aware of the permitted purposes of use as defined in this insurance.

Section 7 Trailer Cover

What is covered?

1. Indemnity in respect of any "specified" "Trailer" of which details have been declared to and accepted by "us" which is "your" property or that is in "your" care, custody or control whilst attached to the "Insured Vehicle" and not attached to any other vehicle.

2. Under Section 1 only, any "specified" "Trailer" owned by "you" or in "your" care custody or control whilst temporarily detached from the "Insured Vehicle" during the course of a journey.

   PROVIDED ALWAYS that:

   (a) The sum payable under Section 2 of this "Document" in respect of such "Trailers" shall not exceed the maximum value and the Total Sum Insured declared to and accepted by "us".

   (b) The total number of "Trailers" at any one time shall not exceed the number declared to and accepted by "us".

   (c) No cover greater than the cover afforded to the "Insured Vehicle" applies in respect of "Trailers" attached to the "Insured Vehicle".

What is not covered?

3. (a) Any "Trailer" or disabled mechanically propelled vehicle being towed otherwise than in accordance with the Law;

   (b) Damage to or loss of property being carried in or on any "Trailer" or disabled mechanically propelled vehicle;

Section 8 Territorial Limits and Foreign Travel

Territorial Limits

1. This Insurance applies in respect of accident(s) occurring in Great Britain, Northern Ireland, The Isle of Man and the Channel Islands excluding transit by air but including transit by sea between any ports of these lands.

   Additionally, in accordance with EU Directives this Insurance provides the minimum cover necessary to comply with the laws relating to compulsory motor insurance while "your" vehicle is in :

   (a) any country which is a member of the EU

   (b) any other country which agrees to meet EU Directives on motor insurance and which the Commission of the EU is satisfied and has made arrangements to meet the requirements of these Directives.

Section 8 Territorial Limits and Foreign Travel continued

Foreign Travel

2. Provided "our" prior written agreement is obtained and an International Motor Certificate (Green Card) is issued by "us" this "Document" will extend to apply whilst the "Insured Vehicle" is in use in countries on the Continent of Europe as specified on the Green Card or whilst in transit by sea between such countries and the countries to which this "Document" applies including the process of loading or unloading incidental to such transit.

   PROVIDED ALWAYS that:

   (a) such transit shall be by any recognised sea passage of not longer duration than 65 hours.

   (b) "we" shall not be responsible for Customs or Excise Duties or Charges.

Bail Bond

3. If as a direct result of an accident in Spain which is or might be the subject of indemnity under this Insurance the "Insured Person" whilst driving the "Insured Vehicle" with "your" authority at the time of accident is detained or the "Insured Vehicle" is impounded by the competent authorities and a guarantee or monetary deposit is required for their release "we" will provide such guarantee or deposit not exceeding £1,000 (One Thousand Pounds) in all.

   Immediately the guarantee is released or the deposit becomes recoverable the "Insured Person" shall comply with all necessary formalities and give "us" all such information and assistance as "we" may 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 "you" or the person driving, "you" shall repay such amount to "us" forthwith.

Section 9 Unlicenced Drivers

What is covered?

1. The condition contained herein to the effect that the "driver" of the "Insured Vehicle" must be licenced is of no effect when such "driver" is not required by law to be licenced to drive such vehicle.

   PROVIDED ALWAYS;

   (a) The terms exceptions and conditions of this "Document" shall otherwise apply;

   (b) in respect of an "Insured Vehicle", the person driving is of an age to hold a "Licence" to drive the "Insured Vehicle" on the "Road".

General Exceptions

The "Document" does not cover use for racing, pacemaking, speed Trials or for any purpose in connection with the Motor Trade, Motor Rallies or Competitions or Trials.

We shall not be liable in respect of:

(1) any accident, injury, loss, damage or liability caused, sustained or incurred whilst the "Insured Vehicle" is:

a) being used for the carriage of high explosives, such as nitro-glycerine, dynamite and/or any other similar explosive, chemicals, chemical by-products, acids or goods of a generally dangerous or inflammable nature.

b) conveying a load in excess of that for which it was constructed or in excess of the maximum carrying capacity as advised to "us".

c) being used in an unsafe condition either before or after an accident.

d) being driven by or for the purpose of being driven is in the charge of any person other than "you" (provided he or she is licenced to drive such vehicle) or a person licenced to drive such vehicle in "your" employment or acting with "your" authority.

(2) any accident, injury, loss, damage or liability caused, sustained or incurred directly or indirectly through the spillage, leakage or mis-delivery of any load arising out of the carriage of such load by or on the "Insured Vehicle" or whilst loading or unloading.

(3) 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.

(4) any accident, injury, loss, damage or liability caused, sustained or incurred whilst the load on the "Insured Vehicle" is being conveyed in an unsafe or illegal condition or manner either before or after an accident;

(5) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;

(6) any accident, injury, loss, damage or liability caused by or due to earthquake (except so far as is necessary to meet the requirements of any compulsory insurance) ;

(7) All actual or alleged losses, liabilities, damages, injuries, defence costs or expense(s) directly or indirectly arising out of; contributed by, caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence of the loss (other than to meet the minimum requirements of any compulsory insurance):

(1) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, confiscation by order of any public authority or government de jure or de facto, martial law;

(2) any act of terrorism.

For purposes of this endorsement, an act of terrorism means an activity that (1) involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof and (2) appears to be intended to (i) intimidate or coerce a civilian population, or (ii) disrupt any segment of the economy of a government de jure or de facto, state, or country; or (iii) overthrow, influence, or affect the conduct or policy of any government de jure or de facto by intimidation or coercion; or (iv) affect the conduct of a government de jure or de facto by mass destruction, assassination, kidnapping or hostage-taking.

General Exceptions continued

Also excluded from coverage are all actual or alleged losses, liabilities, damages, injuries, defence costs, costs or expenses directly or indirectly arising out of, contributed by, caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to (1) and/or (2) above.

(8) Riot or civil commotion occurring outside Great Britain, the Isle of Man, the Channel Islands, or a Member Country of the EU, but excluding Northern Ireland.

(9) a) any wilful damage or loss caused by or incurred with the consent or connivance of "you" or "your" employees;

b) any loss where the "Insured vehicle" is being used for criminal purposes (including avoiding lawful apprehension), or deliberate use of the "Insured vehicle":

(i) to cause damage to other vehicles or property; and / or

(ii) to cause injury to any person and/ or to put any person(s) in fear of injury

(10) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:

(i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste fr the combustion of nuclear fuel

(ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nucl component thereof;

(11) any accident, injury, loss, damage and/or liability caused sustained or incurred whilst any motor vehicle insured hereunder is being used within any area of an Airport to which Aircraft have access;

(12) any loss damage or liability under Section 1 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 including whilst loading or discharging a load except so far as it is necessary to meet the requirements of the Road Traffic Acts and under Section 2 damage to the “Insured Vehicle” itself is excluded.

PROVIDED ALWAYS that due observance of the conditions endorsed herein and “Endorsements” (if any) issued by us for attachment hereto shall be a condition precedent to any liability of Direct Commercial Limited under this insurance.

Conditions

(1) (i) Notice of any accident and/or loss and/or damage which may be the subject of indemnity under this Insurance must be communicated to our Claims Department in accordance to the claims procedure on page 19 as soon as possible after the happening thereof together with particulars of any impending coroners inquest or fatal enquiry or police or other proceedings connected with the accident. In the event of any theft or malicious damage likely to result in a claim under this policy immediate notice must be given to the nearest Police Station and a record of such notification be kept.

(ii) Any verbal or written information of a claim by a third party shall be notified and every letter writ summons and/ or proceedings shall be forwarded immediately on receipt thereof.

(iii) No admission, offer, promise, payment or indemnity shall be made or given by or on "your" behalf without "our" previous consent in writing. "We" shall be entitled if "we" so desire to take over and conduct in "your" name defence or settlement of any claim or to prosecute in "your" name for "our" own benefit any claim for indemnity or damage or otherwise and shall have full control and discretion in the conduct of any proceedings or in the settlement of any claim and "you" shall give all information and assistance as "we" may require and shall not act in anyway to "our" detriment or prejudice "our" interests.

(2) If at the time of the happening of any accident, injury, damage or loss covered by this "Policy Document" there shall be subsisting any other Insurance or Indemnity of any nature whatsoever covering the same, whether effected by "you" or not, then "we" shall not be liable to pay more than "our" rateable proportion.

PROVIDED ALWAYS that nothing in this condition shall impose on "us" any liability from which "we" would have been relieved under Section 1(7)(9) and Section 5.

(3) In the event of "us" processing any claim under Section 2 of this Document on a total loss basis in respect of loss or damage the payment will be contingent upon the submission of a copy of the drivers current "Driving Licence", a current MOT Test Certificate, the Vehicle Registration Document, the keys, plating certificate and original purchase receipt. "We" shall be entitled to take possession of the "Insured Vehicle" and to deal with the salvage in a reasonable manner.

(4) "You" shall take all due and reasonable precautions to safeguard the "Insured Vehicle" and to keep it in a good state of repair. When required by law the insured vehicle must be covered by a valid MOT Test Certificate at the date of any accident, loss or theft. "We" shall not be liable for loss, injury or damage howsoever caused through driving the "Insured Vehicle" in an unsafe condition either before or after the accident. "We" shall at all times by "our" duly authorised representative have free access to examine the "Insured Vehicle".

(5) "We" shall not be liable for any claim (except as is necessary to meet the requirements of the Road Traffic Acts) unless the person indemnified (other than a passenger) (a) holds a full "Licence" to drive the "Insured Vehicle" or, (b) has held and is not disqualified from holding or obtaining such a "Licence" or, (c) being the holder of a Provisional "Licence" is conforming with the terms and limitations of such "Licence". Documentary evidence by way of a copy of the drivers current "Driving Licence" may be requested.

PROVIDED ALWAYS that nothing in this Clause shall vary the effect of the terms, exceptions and conditions of insurance with respect to any matter not within the provisions of the Road Traffic Acts.

(6) Nothing in this "Document" or any "Endorsement" hereon, shall affect the right of any person indemnified by this "Document" or of any other person to recover an amount under or by virtue of the provisions of the law of any territory in which the "Document" operates relating to the insurance of liability to Third Parties. BUT "you" shall repay to "us" all sums paid by "us" which "we" would not have been liable to pay except for the provisions of such law.

(7) In the event of "Vehicles" being deleted from the "Schedule" refunds will be allowed subject to "us" retaining a minimum 75% of the original inception or renewal premium and subject that none of the "vehicles" have been involved in a claim for which "we" have or will in future have to make a payment for which is non-recoverable.

(8) (i) We may at any time cancel this "Document" by seven days' notice by Recorded or Special Delivery to "your" last known address. In this event "we" will return a pro-rata proportion of the premium upon written application and subject to all claims raised under the "Document" having been fully discharged to the full extent of "our" legal liability.

Conditions continued

(ii) "Provided that no claims have been made under this "Document" and that there is no incident likely to give rise to a claim that has yet to be reported to "us", "you" will be entitled to a return premium in accordance with the short period rates below. The return premium will be calculated against the current vehicle schedule at cancellation. The period of time "you" have had cover will be calculated to the date "we" receive "your" written notice of cancellation.

Period of cover not exceeding	Percentage refund
1 month	75%
2 months	65%
3 months	50%
4 months	40%
5 months	30%
6 months	20%
7 months	10%
Over 7 months	0%

(iii) If you are a consumer (refer to your broker for clarification), you have the right to cancel this contract within fourteen days of the inception/renewal date or the date you receive this "Document", without giving a reason. To exercise this right you must request cancellation in writing to Direct Commercial Ltd. Provided that no claims have been made under this "Document" and that there is no incident likely to give rise to a claim that has yet to be reported to "us", we will refund the premium you have paid but first deduct a pro-rata charge for the cover provided.

(iv) Where the premium, or any part thereof, has been received from an approved finance provider and there remains any sum outstanding by "you" to the finance provider (whether or not the date for repayment of the said sums has fallen due), "we" may deduct this amount from the sum otherwise payable under condition (8) (i) or (8) (ii).

(9) 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 in accordance with the 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 "us".

(10) This Insurance is a contract personal to "you", and is not assignable in any case whatsoever and no person save "you" or in the case of "your" death "your" legal personal representative shall have any right against "us" either as assignee or transferee of any interest in the subject matter hereof or any right to receive monies payable hereunder either before or after loss and whether admitted or not or in any other case whatsoever save as appears by "endorsement" hereon and signed by "us".

(11) The due observance and fulfilment of the Terms, Provisions, Conditions and "Endorsements" of this Insurance insofar as they relate to anything to be done or complied with by "you" and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of "ours" to make any payment under this Insurance.

(12) This "Document" and the "Schedule" shall be read together and any word or expression to which a specific meaning has been attached in any part of this "Document" or of the "Schedule" shall bear such meaning wherever it may appear.

(13) It is a condition of the policy that "you" supply such details of the vehicles whose use is covered by the policy as are required by the relevant law applicable in Great Britain and Northern Ireland, for entry on the Motor Insurance Database.

(14) If "you" shall make any claim or any statement in connection therewith knowing the same to be false or fraudulent as regards amount or otherwise, this insurance shall become null and void and all claims hereunder shall become forfeited.

Applicable Law

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this Insurance is subject to English law.

Claims Procedure

Claims must be reported by telephone on 01245 678 345 where you will be given full instructions and assistance. This telephone service is available 24 hours per day, 7 days per week. “You” will receive a copy of “your” statement by post, which must be returned should “you” disagree with any of the content.

Claims Department
Direct Commercial Ltd
Redwing House
Hedgerows Business Park
Colchester Road
Chelmsford
CM2 5PB

Email: dclclaims@directcommercial.co.uk

Complaints

“Our” aim is to provide motor insurance cover for “you” and give “you” a service not only in dealing with “your” requirements but also, and possibly more importantly, in relation to claims handling. “We” are very well aware that for a variety of reasons delays in handling claims occur and may well cause annoyance and frustration. If “you” feel that “we” have been dilatory in our handling of “your” claim, unreasonable in the settlement or if “you” have any other enquiry or complaint, these should be addressed in the first instance to “your” Broker.

If “you” remain dissatisfied “you” may contact “us” direct at the following address explaining why “you” think “you” have been unfairly treated and “we” will ensure that “your” complaint will receive immediate attention.

Carraig Insurance Company Ltd
First Floor, Grand Ocean Plaza
Ocean Village
Gibraltar

In the event you wish to pursue matters further you may be able to refer your complaint to The Financial Ombudsman Service.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Email: complaint.info@financial-ombudsman.org.uk
Telephone Number: 0300 123 9 123 or 0800 023 4567

You must refer a complaint to the Financial Ombudsman Service within 6 months of “our” final decision. “You” must have completed the above procedure before the Financial Ombudsman Service will consider “your” case.

Compensation

Carraig Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS, if either are unable to meet their obligations. More information can be obtained from the www.fscs.org.uk website.

Endorsements

These "Endorsements" apply if referred to by number in the "Schedule" and are subject otherwise to the terms, exceptions and conditions of this "Document".

(1) The "Policyholder" only

(2) Any person in the "Policyholder's" employ or acting with their authority

(3) Any person in the "Policyholder's" sole and permanent employ and acting with their authority

(4) Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that this "Policy Document" shall be inoperative whilst the "Insured Vehicle" is being driven by or for the purpose of being driven is in the charge of any person other than the person whose name is shown against this "Endorsement" number in the "Schedule".

(5) Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that it is a warranty of this "Document" that the "Insured Vehicle" shall not be driven by any person named or defined against this "Endorsement" number in the "Schedule".

(6) Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that "we" shall not be liable in respect of the first amount as shown against this "Endorsement" number in the "Schedule" for each claim arising under Section 2 - Loss or Damage - of this "Document".

(6a) Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that "we" shall not be liable in respect of the first amount as shown against this "Endorsement" number in the Schedule for each claim arising under Sections 2, 3, 6, 7 and 9 of this "Document".

(7) Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that "we" shall be liable in respect of damage to the "Insured Vehicle" caused by or arising out of the use of Tipping Gear.

(64) Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that Section 7 of this "Document" is deleted and deemed to be inoperative.

(225) Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that the indemnity granted under this "Document" extends to apply whilst the "Insured Vehicle" is temporarily in the Republic of Ireland.

(235) Should the premium for this Insurance be paid under any financial arrangement agreed to by all parties concerned and should the "Insured" default on payment of such premium under the said agreement, "our" liability under this "Document" will be reduced with immediate effect to Third Party Only. Furthermore at the expiration of a further seven days all benefits under this "Document" will cease to be operative and all Road Traffic Act Certificates and the "Document" itself must be returned to "us".

Data Protection & Privacy Policy

Carraig Insurance Company Limited is a Data Controller under the European General Data Protection Regulations. Personal Data provided in connection with this policy will be used and processed in line with our Privacy Policy. A copy of this is available at www.carraiginsurance.com/privacy, alternatively a copy can be requested at any time, via email to info@directcommercial.co.uk, via phone on 01245 459 700 or writing to the Data Protection Officer, Direct Commercial Limited, Redwing House, Colchester Road, Chelmsford, Essex, CM2 5PB.

Information relating to your insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including :

(i) Electronic Licensing

(ii) Continuous Insurance Enforcement;

(iii) Law enforcement (prevention, detection, apprehension and or prosecution of offenders)

(iv) The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) 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.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police.

You can check that your correct registration number details are shown on the MID at www.askmid.com

To report a claim please telephone

01245 678 345

Available 24hrs a day, 365 days a year



Carraig Insurance Company Ltd, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar
Tel: + (350) 49663 **Fax:** + (350) 49664 **Email:** enquiries@carraiginsurance.com

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