

## Commercial Vehicle Insurance



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## Welcome to Jensten Underwriting (Commercial) Limited

Welcome to **your** Commercial Vehicle policy exclusively arranged through Jensten Underwriting (Commercial) Limited. Jensten act on behalf of Accelerant Insurance Europe SA/NV UK Branch (**Us, your** insurer) and provide policy management and administration services on **our** behalf.

This policy forms part of **your** legal contract with Accelerant Insurance Europe SA/NV UK Branch and defines exactly what **your** Commercial Vehicle policy covers **you** against.

Jensten Underwriting (Commercial) Limited is authorised and regulated by the Financial Conduct Authority under reference 448039.

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Unit 5 Vantage House  
Washingley Road  
Huntingdon  
Cambridgeshire  
PE29 6SR  
UNITED KINGDOM

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Email [riskandcompliance@jensten.co.uk](mailto:riskandcompliance@jensten.co.uk)

## The Contract of Insurance

This policy is a contract of insurance between **you**, the **policyholder**, and **us**, Accelerant Insurance Europe SA/NV UK Branch. This policy, the application or any **statement of facts**, the **schedule** and the **Certificate of Motor Insurance** form the contract of insurance between **you** and **us**.

In return for **you** paying **your** premium, **we** will provide the level of cover shown in the **schedule** for any accident, injury, loss or damage that happens within the **territorial limits** during the **period of insurance**.

Please read **your** policy carefully to ensure it meets **your** needs. If **you** do not understand the terms, exclusions or conditions or if any information is incorrect or incomplete **you** must tell **your** broker immediately.

## Disclosure of Circumstances

**You** have a duty to provide **us** with a fair presentation of the risk. **You** must tell **us** about any material circumstances which may affect **your** insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence **our** judgement in determining whether to provide the cover and, if so, on what terms. If **you** are not sure whether a circumstance is material ask **your** insurance adviser. If **you** fail to tell **us** it could affect the extent of cover provided under the policy.

**You** should keep a written record (including copies of letters) of any information **you** give **us** or **your** insurance adviser when **you** renew this policy.

Examples of the changes **we** must be made aware of are:

1. A change to the people who need to be insured under **your** policy.
2. If any person covered under the policy receives any motoring convictions including driving licence **endorsements** any fixed penalties and or pending prosecutions.
3. If any person covered under the policy receives a criminal conviction.
4. If **you** make any modifications to a vehicle covered by this policy including but not limited to:
  - a) Changes affecting the performance such as changes to enable the vehicle to carry a greater load than it was originally manufactured for.
  - b) Bespoke changes to **trailers**.
  - c) Unique artwork to body work.

If a change makes the risk unacceptable to **us**, **we** reserve the right to decline to make the change in accordance with our rights to cancel this policy. If **you** fail to tell **us** of a change in circumstances **you** may not have the full protection offered by this policy.

## Breach of Term

**We** agree that where there has been a breach of any term (express or implied) which would otherwise result in **us** automatically being discharged from any liability, then such a breach shall result in any liability **we** might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that **we** will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension, except where such liability is required to be covered solely as a result of the **Road Traffic Acts**.

### Terms Not Relevant to the Actual Loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time

then **we** agree that **we** may not rely on the non-compliance to exclude, limit or discharge our liability under this policy if **you** show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## Choice of Law

The appropriate law as set out below will apply unless **you** and **us** agree otherwise:

1. The law applying in that part of the UK, Channel Islands or Isle of Man in which **you** normally live or (if applicable) the first named **policyholder** normally lives; or
2. Where **you** are trading as a registered business, that law applying in that part of the UK, Channel Islands or Isle of Man where **you** have **your** **principal** place of business; or
3. Should neither of the above be applicable, the law of England and Wales will apply.

## Your Insurer

**Your** policy is administered by Jensten Underwriting (Commercial) Limited and underwritten by Accelerant Insurance Europe SA/NV UK Branch

Accelerant Insurance Europe SA/NV UK Branch is a company registered in the UK (Company number FC040633) with registered office at:

1 Tollgate Business Park,  
Tollgate West,  
Colchester,  
Essex  
CO3 8AB

and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (Firm Reference Number 940712) and the Prudential Regulation Authority.

## Understanding Your Policy

This policy is designed to provide cover for **your vehicle** in respect of the following sections of cover:

Policy section of cover	Level of Cover		
	Comprehensive	Third Party, Fire & Theft	Third Party Only
A. Loss or Damage to <b>Your Vehicle</b>	Covered	Covered *	No Cover
B. <b>Your</b> Liability to Third Parties	Covered	Covered	Covered
C. Emergency Treatment	Covered	Covered	Covered
D. No Claims Discount	Covered	Covered	Covered
E. Continental Use	Covered**	Covered**	Covered
F. Glass, Windscreen, Sunroof or Window	Covered	No Cover	No Cover
G. <b>Trailers</b>	Covered	Covered	Covered
H. <b>Personal Belongings</b> & Personal Accident	Covered	No Cover	No Cover
I. Replacement Locks	Covered	No Cover	No Cover

\*Section A cover for Third Party **Fire & Theft** limited to **Fire** and **Theft** damage only.

\*\* Minimum Third party cover is given on all policies. Cover for Comprehensive or **Fire & Theft** are only included when selected. See **your schedule** where additional cover is added by **endorsement**.

**Your** level of cover is shown on **your schedule**.

The headings used in this policy are for ease of reference and identification purposes only.

Words and phrases in bold have been given specific meanings and can be found in the Definitions of Common Terms section.

Please read the policy documentation in full. **You** should keep this policy in a safe place.

It is important that:

- **You** check that the level of cover **you** have requested is shown in **your schedule**;
- **You** check that the information **you** have given **us** is accurate by reference to the **statement of fact**;
- **You** understand what each section covers and does not cover;
- **You** understand **your** duties under each section and under the policy as a whole;
- **You** should contact **your** broker as soon as possible if this policy is not correct or if **you** have any questions relating to this insurance.

### Non-Disclosure, Misrepresentation or Misdescription

Before this policy was entered into, if **you** have breached **your** duty to make a fair presentation of the risk to **us**, then:

- where the breach was deliberate or reckless, **we** may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - **We** would not have agreed to provide cover under this policy on any terms, **we** may avoid this policy and refuse all claims, but will return any premiums paid
  - **We** would have agreed to provide cover under this policy but on different terms (other than premium terms), **we** may require that this policy includes such different terms with effect from its commencement, and/or
  - **We** would have agreed to provide cover under this policy but would have charged a higher premium, **our** liability for any loss amount payable shall be limited to the proportion that the premium **we** charged bears to the higher premium **we** would have charged, as outlined in **Schedule 1** to the Insurance Act 2015.

#### Before a Variation was Agreed

If **you** have breached **your** duty to make a fair presentation of the risk to **us** before any variation to this policy was agreed, then:

- where the breach was deliberate or reckless, **we** may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - **We** would not have agreed to the variation on any terms, **we** may treat this policy as though the variation was never made, but will return any additional premiums paid
  - **We** would have agreed to the variation but on different terms (other than premium terms), **we** may require that the variation includes such different terms with effect from the date it was made, and/or
  - **We** would have agreed to the variation but would have increased the premium, or would have increased it by more than **we** did, or would not have reduced it or would have reduced it by less than **we** did, **our** liability for any loss amount payable shall be limited on a proportionate basis, as outlined in **Schedule 1** to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

## Claim Notification & Conduct

**You** must comply with the following conditions. If **you** fail to do so, **we** may not pay **your** claim, or any payment could be reduced;

1. If **you** need to make a claim, or when **you** become aware of an event that may lead to a claim, **you** must contact **us** as soon as practicable by any of the means shown below.

Please have **your** policy number available to enable us to locate **your** policy.

- Telephone: 020 3966 4235
- Email: [claimsUK+Jensten@reserv.com](mailto:claimsUK+Jensten@reserv.com)

2. **You** must contact us immediately if;
  - a) **You** receive a letter of claim, court order, summons or other legal document served upon **you**.
  - b) **You** become aware of any prosecution, inquest or fatal accident inquiry or dispute which is referred to adjudication, or court proceedings in connection with any potential claim under this policy.
3. **You** must immediately inform the police of any loss or damage that has been caused by malicious persons, thieves, rioters, strikers or vandals. Things **you** must do;
  - a) **You** must take reasonable steps to prevent further loss or damage, and otherwise minimise the claim.
  - b) Provide **us** with full details of any injury, loss or damage, bills, receipts and with any other information **we** may require.
  - c) As **we** reasonably require, **you** may be asked to:
    - i) Provide **us** with records and documents **we** request; and
    - ii) Submit to separate examination under oath;
  - d) Provide **us** with all reasonable assistance to defend and settle claims.
  - e) Never accept, negotiate, pay, settle, admit or repudiate any claim without first telling **us**.
  - f) Allow **us** or our representative access to **your vehicle** or to take possession of, or request delivery to **us** of anything insured under this policy.
  - g) Never abandon any vehicle to **us** unless **we** agree to this.

It is **your** responsibility to prove any loss. **We** will not make any payment unless **you** provide **us** with the appropriate documentation to support **your** claim.

4. Defence of claims

**We** may, at **our** discretion:

- a) Take full responsibility for conducting, defending or settling any claim in **your** name; and
- b) Take any action **we** consider necessary to enforce **your** rights or **our** rights under this policy.

## Motor Insurance Database

**Your** policy details will be added to the Motor Insurance Database (MID) run by the Motor Insurers Information Centre (MIIC). This may be consulted by:

- a) The Police for the purposes of establishing whether a driver's use of **your vehicle** is likely to be covered by a motor insurance policy and/or for preventing and detecting crime;
- b) Other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to ascertain relevant policy information if **you** have been involved in an accident in the UK or abroad;
- c) The DVLA and DVLNI for the purposes of Electronic Vehicle Licensing;
- d) Persons pursuing a claim in respect of a motor traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID;

**You** should show this notice to anyone insured to drive the vehicle under this policy. **You** can find out more about the Motor Insurance Database and it's use by contacting **your** broker or at [www.miic.org.uk](http://www.miic.org.uk).

## Your Personal Information

This policy includes cover for individuals who are either insureds or beneficiaries under the policy (individual insureds). **We** collect and use relevant information about individual insureds to provide **you** with this cover and to meet **our** legal obligations. This information includes individual insureds' details such as their name and address and may include more sensitive details such as information about their health and motoring or criminal convictions.

If **we** need any sensitive details from **you** or any individual insureds, **we** will ask for consent first.

Jensten Underwriting (Commercial) Limited process individual insureds' details, as well as any other personal information **you** provide in respect of this policy, in accordance with **our** full privacy notices, copies of which are available online at [www.jensten.co.uk](http://www.jensten.co.uk) or on request.

**We** also collect personal information from other persons or organisations, for example:

- credit reference and/or fraud prevention agencies.
- emergency services, law enforcement agencies, medical and legal practices.
- insurance industry registers and databases used to detect and prevent insurance fraud, for example, the Motor Insurance Database (MID), the Motor Insurers Anti-Fraud and **Theft** Register (MIAFTR) and the Claims and Underwriting Exchange (CUE).
- insurance investigators and claims service providers.
- other insurers or service providers who underwrite the insurance or provide the services for **our** products.
- other involved parties, for example, claimants or witnesses.

### Information Notices

To enable **us** to use individual insureds' details in accordance with current data protection laws, **you** have provided those individuals with certain information about how Jensten Underwriting (Commercial) Limited will use their details in connection with this policy.

**You** have agreed to provide each individual insured **our** Short Form Information set out below on or before the date that the individual becomes an individual insured under this policy or, if earlier, the date **you** first provide information about the individual to **us**. We will assume that **you** have provided this notice to each individual insured unless **you** tell **us** otherwise.

### Minimisation and Notification

**We** are committed to using only the personal information **we** need to provide **you** with this policy. To help **us** achieve this, **you** should only provide to **us** information about individual insureds that **we** ask for from time to time.

**You** must notify Jensten Underwriting (Commercial) Limited if an individual insured contacts **you** about how **we** use their personal data in relation to this policy so that **we** can deal with their queries.

## Short Form Information

### Personal information

#### The basics

**You** benefit from this insurance cover. **We** collect and use relevant information about **you** to provide the insurance cover and to meet **our** legal obligations. This information includes details such as **your** name and address and may include more sensitive details such as information about **your** health and motoring or criminal convictions **you** may have. If **we** need any sensitive details from **you**, **we** will ask for consent first.

The way insurance works means that **your** information may be shared with and used by a number of third parties in the insurance sector – but only in connection with the insurance cover from which **you** benefit.

#### Want more details?

For more information about how **your** personal information is used, please see the full Jensten Underwriting (Commercial) Limited privacy notice, copies of which are available online at [www.jensten.co.uk](http://www.jensten.co.uk), or on request.

### Contacting us and your rights

**You** have rights in relation to the information we hold about **you**, including the right to access **your** information. Please contact Jensten Underwriting (Commercial) Limited at:

Jensten Underwriting (Commercial) Limited  
Field House  
Main Road  
Watnall  
Nottingham  
NG16 1LA  
UNITED KINGDOM

Tel : 0800 308 1100

E-mail [cv@jensten.co.uk](mailto:cv@jensten.co.uk)

## How to Complain

**We** aim to provide **you** with a good standard of services, however occasionally complaints may arise which will usually be resolved quickly and efficiently to **your** satisfaction.

**You** may need to contact the broker/agent who arranged the policy for **you**.

In the event that **your** complaint is about **us** or Jensten Underwriting (Commercial) Limited, please contact:

Complaints Manager,

Jensten Underwriting (Commercial) Limited,  
Field House,  
Main Road,  
Watnall,  
Nottingham,  
NG16 1LA

Tel : 0800 308 1100

E-mail [cv@jensten.co.uk](mailto:cv@jensten.co.uk)

Complaints which **we, the Insurer** are required to resolve will be passed on to **us** by Jensten. Jensten will notify **you** where they do this, and monitor the progress of their investigations.

If **you** remain dissatisfied with the way in which **your** complaint has been handled, or **you** have not received a final response within eight (8) weeks, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service at:

The Financial Ombudsman Service,  
Exchange Tower,  
London,  
E14 9SR

Telephone Number: (0800) 0234 567 or (0300) 1239 123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**You** can also visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) for further information.

Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not.

Following this complaint procedure does not affect **your** right to take legal action.

### Financial Services Compensation Scheme (FSCS) Clause

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations to **you** under this policy.

If **you** are entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this insurance.

Further information about the Scheme is available from:

Financial Services Compensation Scheme,  
10th Floor,  
Beaufort House,  
15 St. Botolph Street,  
London,  
EC3A 7QU

And on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

## Fraud

If a claim made by **you** or anyone acting on **your** behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, **we** may:

- a) refuse to pay the claim,
- b) recover from **you** any sums paid by **us** to **you** in respect of the claim,
- c) by notice to **you** cancel the policy with effect from the date of the fraudulent act without any return of premium.

If **we** cancel the policy under (c) above, then **we** may refuse to provide cover after the time of the fraudulent act. This will not affect any liability **we** may have in respect of the provision of cover before the time of the fraudulent act.

## Payments Made Under Compulsory Insurance Regulations and Rights of Recovery

If the law in any country in which this policy operates requires **us** to settle a claim which, if this law had not existed, **we** would not be obliged to pay, **we** reserve the right to recover such payments from **you** or from the person who incurred the liability.

## Cancelling This Insurance

### Your Right to Cancel

**You** have a statutory right to cancel **your** policy within 14 days from the day of purchase or renewal or from the day **you** receive **your** policy, whichever is the later. This is known as the 'cooling off' period. If **you** decide that **you** do not wish to accept the policy, please notify **your** broker.

Subject to no claims being made or notified or any incident occurring that may give rise to a claim, **we** will refund the full premium. The policy will be treated as not being taken up and it will be cancelled from inception.

After the cooling off period has expired **you** can cancel this policy at any time by notifying **your** broker.

**We** can cancel this policy by giving **you** 14 days' notice in writing by recorded delivery to **your** last known address.

**We** will only do this for a valid reason (examples of valid reasons are as follows):

- Non-payment of premium;
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- Non-cooperation or failure to supply any information or documentation **we** request.

### Refund of Premium

If this policy is cancelled then, provided **you** have not made a claim, or had an incident which may result in a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered.

This will be calculated on a proportional basis, less an administration fee to cover operational costs.

For example, if **you** have been covered for 6 months, the deduction for the time **you** have been covered will be half the annual premium less an administration fee.

If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

### Compulsory Insurance – Cancellation

Whether the policy is cancelled by **you** or **us**, **you** have a continuing duty to insure **your vehicle** to the minimum level required under the **Road Traffic Acts** (usually referred to as Third Party cover). Failure to arrange alternative insurance following cancellation or declaring **your vehicle** as SORN (Statutory Off Road Notice) could lead to **you** being fined, **your vehicle** confiscated and or a motoring conviction.

## Discharge of Liability

Where there is a claim, or a number of claims arising out of one incident, and this relates to payment for liability for damage to property, **we** may, at any time, pay **you** the full amount **we** are required to pay under the policy (less any sums **we** have already paid in compensation) or, any lesser amount for which such claims can be settled and, having done so, relinquish the conduct and control of such claim(s) and be under no further liability for them. **We** will, however, be liable for the payment of costs and expenses of litigation, recoverable or incurred, in respect of matters prior to the date of such payment.

## Other Insurance

If at the time any claim arises under this policy, there is any other insurance policy covering the same loss damage or liability **we** will only pay **our** share of the claim.

This provision will not place any obligation upon **us** to accept any liability under Section B of the policy which **we** would otherwise be entitled to exclude under Exception 1 to Section B.

## Your Duty to Prevent Loss or Damage

**You** shall at all times take all reasonable steps to safeguard **your vehicle** from loss or damage. **You** shall maintain **your vehicle** in a safe and road-legal condition and **we** shall have at all times free access to examine **your vehicle**.

## Arbitration

Where **we** have accepted a claim and there is a disagreement over the amount to be paid the dispute must be referred to an arbitrator to be agreed between **you** and **us** in accordance with the law at the time. When this happens a decision must be made before **you** can take any legal action against **us**.

## Your Duty to Comply with Policy Conditions

**Our** provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions and conditions of this policy, any **endorsement** added to the schedule, and complying with any specific written requirement made by **us** as a condition of providing cover under this policy.

## Driving Abroad

Please ask **your** insurance broker for information on driving abroad and what to do in the event of an accident abroad.

## Rights of Third Parties

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## Definitions of Common Terms

To save lengthy repetition, wherever the following words or phrases occur, they will have the precise meaning described below.

### **Accessories**

Parts to **your vehicle** which are not directly related to how it works as a vehicle. These include spare parts, audio equipment, multi-media equipment, communication equipment, personal computers, satellite navigation and radar detection systems provided they are permanently fitted to **your vehicle** and have no independent power source.

### **Certificate of Motor Insurance**

The document that proves **you** have the motor insurance **you** need by law. It shows who can drive **your vehicle** and what **you** can use it for. It is proof that **you** can use **your vehicle** on a road or other public place, as required by the **Road Traffic Acts**. The certificate does not show the level of cover **you** have.

### **Endorsement**

An extra or alternative wording which changes the terms of **your** policy. Those clauses or **endorsements** which apply are shown in **your schedule**.

### **Excess**

The amount of any claim **you** will have to pay if **your vehicle** (or **Accessories** or **Personal Belongings**) are lost, stolen or damaged. The amount applies to each individual vehicle

### **Fire**

**Fire**, self-ignition, lightning and explosion.

### **Green Card**

A document that **you** will need in certain countries to prove that **you** have the minimum insurance cover needed by law to drive in those countries.

### **Hazardous Goods**

Any substance requiring carriage in accordance with:

- The Radioactive Material (Road Transport) Regulations 2002
- The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009
- The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations (Northern Ireland) 2010
- The 'Approved List of Dangerous Substances' as published by the Health and Safety Executive
- Any re-enactment or replacement of such regulations with any other legislation of similar intent (including subsequent legislation) if applicable.

### **Hazardous Location**

- Power stations;
- Nuclear installations or establishments;
- Refineries, bulk storage or production premises in the oil, gas or chemical industries;
- Bulk storage or production premises in the explosive, ammunition or pyrotechnic industries;
- Ministry of Defence premises;
- Military bases.
- Railway Lines including red and Green Zone working
- Airside at airports and airfields

### **Market Value**

The cost of replacing **your vehicle** with one of the same make, specification and condition.

### **Period of Insurance**

The period of time covered by this policy as shown in the **schedule** and any other period that **we** agree to insure **you** for.

### **Personal Belongings**

Personal property within **your vehicle** including portable audio equipment, multi-media equipment, communication equipment, personal computers, satellite navigation and radar detection systems not permanently fitted to **your vehicle**.

### **Principal**

Any person who employs **you** to act in their place or on their behalf.

### **Road Traffic Acts**

Any Acts, Laws or Regulations which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### **Schedule**

The document which forms part of this policy, which outlines the level of cover and subject matter of the policy and which gives details of the cover **you** have.

### **Statement of Fact(s)**

The document which forms part of this policy, which outlines the information upon which **we** have based **your** policy and any assumptions **we** have made.

### **Territorial Limits**

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, and sea transit between any ports in those countries including the processes of loading and unloading.

### **Terrorism**

1. Any act or acts including but not limited to:

- a) the use or threat of force and/or violence and/or
- b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/ or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

2. Any action taken in controlling, preventing, suppressing or in any way relating to 1. above.

### **The Insured/Insured Person/You/Your/The Policyholder**

The person or people, company or companies described as **the insured** in the **schedule**.

### **The Insurer/We/Us/Our**

Accelerant Insurance Europe SA/NV UK Branch.

### **Theft**

**Theft**, attempted **Theft** or taking **your vehicle** without **your** consent.

### **Trailer/Trailers**

Any drawbar **Trailer**, semi-**Trailer** or articulated **Trailer**.

### **Your vehicle**

Any motor vehicle described in the **schedule** or any other motor vehicle for which details have been supplied to **us** and a **Certificate of Motor Insurance** has been delivered to **you** and remains effective.

## **Your Policy Cover**

**Your schedule** shows the level of cover **you** have under this policy. Please refer to the table in 'Understanding **your** Policy' to see which sections of cover apply to **your** policy, based on the stated level of cover. For Comprehensive cover, all sections will apply.

### **Section A – Loss of or Damage to Your Vehicle**

If **your vehicle** is lost, stolen or damaged, **we** will at **our** option:

- pay for **your vehicle** to be repaired; or
- replace **your vehicle**; or
- pay the amount of the loss or damage in cash. The same cover also applies to **accessories** relating to **your vehicle** whilst these are in or on **your vehicle**.

If **we** know that **you** are paying for **your vehicle** under a leasing or contract hire agreement, **we** will pay any claim to the owner described in that agreement, **our** liability under this policy will then end.

If **we** know that **you** are still paying for **your vehicle** under a hire purchase agreement, **we** will pay any claim to the owner described in that agreement up to a maximum of the amount outstanding on the agreement. Any additional amount of the claim will be paid to **you** and **our** liability under this policy will then end.

The maximum amount **we** will pay will be the **market value** of **your vehicle** immediately prior to the loss or damage but not exceeding **your** estimate of value shown on the **schedule** and/or **statement of fact**.

#### **Accident Recovery**

If **your vehicle** is disabled through loss or damage insured under this policy, **we** will pay the reasonable cost of:

- its protection and removal to the nearest repairer.
- its delivery to **you** after repair but not exceeding the reasonable cost of transporting it to **your** address in within the **Territorial Limits**

**We** can arrange for the protection and removal of **your vehicle**. To use this service, contact **us** on the claims telephone number provided.

**We** will arrange the following at no cost to **you**. If **your vehicle** cannot be made roadworthy immediately, it will be taken to the nearest approved repairer. **Your vehicle** can be taken to a repairer of **your** choice, if this is nearer, but this may lead to delays in arranging repairs to **your vehicle**.

In providing accident recovery assistance, **we** will use reasonable care and skill when providing the service. **We** can, however, cancel services or refuse to provide them if, in **our** opinion, the demands made are excessive, unreasonable or impracticable.

#### **New Vehicle Replacement**

If **you** have Comprehensive cover (**your** current policy **schedule** will show the level of cover **you** currently have) **we** will replace **your vehicle** with a new vehicle of the same make and specification (subject to availability) if, within six months of purchase new by **you** or within six months of registration (if subject to a leasing or contract hire agreement):

- any repair cost or damage covered by the policy exceeds 60% of the United Kingdom list price of **your vehicle** (including taxes) at the time of its purchase; or
- **your vehicle** is stolen and not recovered.

**We** will only replace **your vehicle** if:

- **you** own the vehicle or **you** bought it under a hire purchase agreement or **you** leased or hired the vehicle under any type of leasing or contract hire agreement.
- any interested hire purchase, leasing or contract hire company agrees.
- **you** are the first registered owner of **your vehicle** unless it is subject to a leasing or contract hire agreement with **you**.

New Vehicle Replacement does not apply to **Trailers**.

#### **Misfuelling**

If **your vehicle** is incorrectly fuelled, **we** will pay the costs of:

- draining the incorrect fuel and cleansing the fuel tank.
- rectifying any subsequent damage inadvertently caused to **your vehicle** as a result of it being driven or moved.

The maximum payable for Misfuelling is £500 in any one **period of insurance**.

#### **Electric Vehicles**

Loss of or damage to:

1. The electric charging cable and/or connector to **your vehicle**.
2. The battery or batteries of **your vehicle** including damage as a result of a power surge whilst charging.
3. **Your** electric charging wallbox or charging post whilst connected to **your vehicle**
4. The electric domestic charging wallbox or charging post the property of **your** employee whilst connected to **your vehicle**, subject to **your** request.

In the event of loss or damage to **your vehicle**, **we** may be required to make a payment to the owner of the battery, or batteries, if the battery is leased or hired.

#### **Excesses**

The amount of any **excess** that apply to this policy are shown as an **endorsement** attached to **your schedule**.

## **Exceptions to Section A of Your Policy**

Your policy does not cover the following:

1. Loss of use, depreciation, wear and tear, mechanical, electrical, electronic, computer breakdowns, failures or breakages.
2. Damage to tyres caused by braking or by punctures, cuts or bursts.
3. Loss or damage directly arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
4. Loss or damage as a result of an accident, where **your vehicle** was not being driven in accordance with the Driving Restriction stated in **your schedule**.
5. Loss of value following repair.
6. Loss or damage arising from **theft** whilst the ignition keys of **your vehicle** have been left in or about **your vehicle** or **your vehicle** has been left unlocked whilst unattended.
7. Confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
8. Loss or damage where possession is obtained by fraud, trick or false pretence.
9. Loss resulting from defective title, repossession of **your vehicle** or restitution to its rightful owner.
10. Loss or damage caused by the solidification or setting of any materials unless the solidification is caused by damage directly arising from a motor accident.
11. Loss or damage caused directly or indirectly by **fire** if **your vehicle** is equipped for the cooking or heating of food or drink.
12. Loss or damage to any fixtures, fittings, contents and utensils while in or on **your vehicle** where **your vehicle** is used as retail premises.
13. Loss or damage to any goods carried in **your vehicle** or whilst being loaded or unloaded from **your vehicle**.
14. Loss or damage to **your vehicle** whilst being driven by **you** whilst under the influence of excessive alcohol consumption or illegal drugs.
15. Loss or damage to any vehicle being towed or attached to **your vehicle**.
16. Loss or damage to **your vehicle** whilst being hired or rented out by **you** or on **your** behalf.
17. Loss or Damage to **your vehicle** deliberately or recklessly caused by **you**, on **your** behalf, or with **your** consent or connivance.

## Section B – Your Liability to Third Parties

**We** will indemnify **you** in respect of all sums which **you** may be required to pay at law and all other costs and expenses incurred with **our** written consent arising from:

1. Death or bodily injury to third parties, for an unlimited amount.
2. Damage to third party property up to a maximum amount of £5,000,000, or such greater sum as may in the circumstances be required by the **Road Traffic Acts**.

The amount payable under 2. above for damage to property is limited to £250,000 (or such greater sum as may in the circumstances be required by the **Road Traffic Acts**) while **your vehicle**:

- a) is carrying any **Hazardous Goods**.
- b) is being used or driven at any **Hazardous Location** other than in any area designated for access or parking by the general public.

This Section only operates where such death, bodily injury or damage arises out of an accident caused by or in connection with:

- **your vehicle** including its loading and unloading; or
- any **trailer** while it is attached to **your vehicle**.

In respect of **terrorism** where **we** are liable under the **Road Traffic Acts** the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by **your vehicle** or vehicles driven or used by **you** or any other person and for which cover is provided under this section will be:

- i. £250,000 in respect of all claims consequent out of one originating cause.
- ii. such greater sum as may in the circumstances be required by the **Road Traffic Acts**.

### Liability of Other Persons Driving or Using your Vehicle

Under this Section, **we** will also indemnify:

- any person **you** give permission to drive **your vehicle**, as long as **your Certificate of Motor Insurance** allows that person to drive; and
- any person **you** give permission to use (but not drive) **your vehicle** for social, domestic and pleasure purposes, as long as such use is included on the **Certificate of Motor Insurance**; and
- any passenger travelling in or getting into or out of **your vehicle**.

### Indemnity to Owner (Leasing or Hiring Agreements)

If **we** know that **your vehicle** is the subject of a leasing or contract hire agreement between **you** and the owner of **your vehicle**, **we** will indemnify the owner in the same way that **we** indemnify **you** under this Section if there is an accident while **your vehicle** is let on hire or leased under the agreement, as long as:

- **Your vehicle** is
  - not being driven by the owner;
  - not being driven by a person employed by the owner; or
  - not in the charge of but not being driven by the owner or any person employed by the owner
- the owner cannot claim under another policy
- the owner follows the terms, exceptions and conditions of this policy as far as they can apply.

### Indemnity to Legal Personal Representatives

In the event of the death of anyone who is indemnified under this Section, **we** will protect his or her legal personal representatives against any liability that the deceased person had, which is covered under this Section.

### Legal Costs

**We** will pay the following legal costs if they relate to claim that is being made under this Section and that **we** have accepted that claim is insured under the policy:

- the fees of solicitors **we** ask to represent anyone **we** indemnify under this Section at any Coroner's Inquest or Fatal Accident Inquiry or to defend any proceedings in a Court of Summary Jurisdiction; and
- fees for legal representatives **we** ask to defend anyone **we** indemnify under this Section when proceedings are taken for manslaughter, dangerous driving or careless driving when under the influence of drink or drugs causing death.

## Duty of Care – Driving at Work, Legal Costs

**We** will pay:

- **your** legal fees and expenses incurred with **our** written consent for defending proceedings including appeals
- legal costs of prosecution awarded against **you**

arising from any health and safety inquiry or criminal proceedings for any breach of the:

1. Health and Safety at Work etc Act 1974
2. Health and Safety at Work (Northern Ireland) Order 1978
3. Corporate Manslaughter and Corporate Homicide Act 2007

Arising out of a claim that is being made under this Section and that **we** have accepted that claim is insured under the policy.

**We** will not provide indemnity:

1. unless the proceedings relate to an actual or alleged act, omission or incident committed during the **Period of Insurance** within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and in connection with the business.
2. unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of **you** of **your vehicle** or **trailer** in circumstances where compulsory insurance or security is required by the **Road Traffic Acts**.
3. in respect of proceedings which result from any deliberate act or omission by **you**.
4. where indemnity is provided by another insurance policy.
5. in respect of any appeal to the above, if our legal counsel are not satisfied of sufficient prospects of success of such appeal.

The limit of indemnity in respect of such legal fees, expenses and costs is:

- Health and Safety at Work Act 1974 and Health and Safety at Work (Northern Ireland) Order 1978: £100,000
- Corporate Manslaughter and Corporate Homicide Act 2007: £100,000

## Cross Liabilities

Where there is more than one **insured person** named in **your schedule** each one will be covered as if they are the only **insured person** covered under this policy.

## Application of Indemnity Limits

In the event of an accident involving payments by **us** to more than one person indemnified under this Section, any limitation by the terms of this policy or any **endorsement**, relating to the maximum amount payable shall apply to the aggregate amount of payments to all such persons and **your** liability shall be settled in priority.

## Indemnity to Principals

Where **your vehicle** is being used in connection with contract work on behalf of a **principal**, **we** will indemnify the **principal** in respect of compensation they are legally liable to pay arising from such use provided that:

- **You** would have been able to claim under the policy had the claim been made against **you**
- **You** have arranged with the **principal** for the conduct and control by **us** of all claims for which **we** may be liable under this Section.

**We** shall not be liable in respect of:

1. death or bodily injury to any person employed by the **principal** arising out of or in the course of their employment or
2. any amount payable by the **principal** under any agreement which would not have been payable in the absence of such an agreement or
3. bodily injury to the **principal** for any amount **you** would not have to pay but for such an agreement or
4. damage to property belonging to or held in trust by or in the custody or control of the **principal** for any sum which exceeds the amount required to indemnify the **principal**
5. liquidated damages or damages incurred under any penalty clause.

## **Exceptions to Section B of Your Policy**

**We** will not be liable in respect of:

1. any claim if any person indemnified under this Section fails to observe the terms, exceptions and conditions of this policy as far as they apply, or if they are entitled to claim payment of indemnity under any other policy.
2. death or bodily injury to any employee of the person indemnified which arises out of the course of such employment except where liability is required to be covered by the **Road Traffic Acts**.
3. loss or damage to property:
  - a) belonging to or in the care of anyone **we** indemnify who claims under this Section
  - b) being carried in **your vehicle**
4. loss, damage, death or bodily injury caused or arising beyond the limits of any carriageway or thoroughfare in connection with anyone, other than the driver or attendant of **your vehicle**, either bringing a load to **your vehicle** for loading on to it or taking a load away from **your vehicle** having unloaded it.
5. damage to any vehicle where cover in connection with the use or driving of that vehicle is provided under this Section.
6. all loss, damage, death or bodily injury whilst **your vehicle** is being used in that part of an aerodrome or airport provided for the take-off and landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas, and those parts of passenger terminals which come within the Customs examination area.
7. death, bodily injury or illness of any person caused by:
  - a) anything harmful contained in any goods supplied; or
  - b) any harmful or incorrect treatment given at or from **your vehicle**.

## Section C – Emergency Treatment

We will reimburse any person using **your vehicle** for payments required under the **Road Traffic Acts** for emergency medical treatment. A payment under this Section will not prejudice **your** No Claim Discount.

## Section D – No Claim Discount (including No Claim Discount Protection)

**Your** policy has been allowed a premium discount in accordance with **our** scale of No Claims Discount applicable at the time this policy was taken out (**your** insurance adviser can tell **you** what the current scale is). The number of years of No Claims Discount is shown in **your schedule**.

**Your** renewal premium will be calculated in accordance with **our** scale applicable at such time as the policy renews dependent on the number of claims made.

If **your statement of fact** shows **you** have selected protected No Claims Discount, and **you** currently have 4 or more years bonus, then future claims will be adjusted in the table below by the amount in the No Claims Discount Protected column. If **you** have fewer than 4 years of No Claims Discount or have not selected it as shown on the **statement of fact**, the adjustment will be as per to No Claims Discount Unprotected column.

### Application of No Claims Bonus Based on Number of Claims in the Policy Year:

Number of Claims	No Claims Discount Protected	No Claims Discount Unprotected
0	Step up 1 at Renewal (Max 9)	Step up 1 at Renewal (Max 9)
1	Remain unchanged, Protection lost at Renewal	Step back down 2 at Renewal
2	Protection lost, Step back 2 at Renewal	Step back down 4 at Renewal
3	Protection lost, Step back 4 at Renewal	Step back to Nil at Renewal
4+	Protection lost, Step back to Nil at Renewal	Step back to Nil at Renewal

Claims solely for any of the following will not be deemed to be a claim for the purposes of assessing eligibility for No Claim Discount Protection:

- i. emergency treatment
- ii. breakage of glass in the windscreen, windows or sunroof where this is the only damage to **your vehicle** other than scratching of bodywork resulting from such breakage
- iii. loss of or damage to, or liability arising from a detached **trailer**
- iv. replacement locks
- v. any claim where the paid amount is nil or full recovery expected from a third-party insurer

If **we** consent to transfer this policy to another person, firm or company, No Claim Discount already earned under this policy will not apply to the person, firm or company to whom the policy is being transferred.

## Section E – Continental Use

### Compulsory Insurance Requirements

In addition to providing cover within the **Territorial Limits**, this policy, in compliance with EU Directives, also provides the necessary cover to meet the laws on compulsory insurance of motor vehicles in:

- any other country which is a member of the European Union; and
- any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7 (2) of EC Directive 72/166/EC relating to civil liabilities arising out of the use of motor vehicles.

The level of cover provided will be the minimum required to comply with the laws on the compulsory insurance of motor vehicles of the country in which the accident occurs. Where the accident occurs in an EU Member State, if the minimum cover required by the laws of Great Britain is wider than that of such EU Member State, the level of cover provided will be that applicable in Great Britain.

### If You Take Your Vehicle Abroad – Outside the Territorial Limits

The above cover only ensures that **you** meet minimum legal requirements whilst abroad. On request, **your** policy can be extended to provide the same level of cover in the EU and certain other European countries as **you** have within the **Territorial Limits**. To obtain this cover **you** must tell **your** insurance broker of the details of **your** trip. **Your** broker will arrange for an **endorsement** on **your** policy to provide this cover, and will (where appropriate) supply **you** with a **Green Card** and advise **you** of the additional premium to be paid.

## Section F – Glass in Windscreen, Sunroof or Window

**We** will pay for the for repair or replacement of glass in the windscreen, sunroof or windows of **your vehicle** (or any scratching of bodywork arising directly and solely from the glass breakage).

Any payment solely for repair or replacement of glass in the windscreen, sunroof or windows of **your vehicle** (or any scratching of bodywork arising directly and solely from the glass breakage) will not prejudice **your** No Claim Discount.

### Excess

The first £125 of any claim for loss of or damage to the glass in **your vehicle's** windscreen, sunroof or windows or for any scratching of bodywork resulting solely and directly from the breakage.

The **excess** for glass is reduced to £40 when the glass is repaired rather than replaced.

## Section G – Trailers

### 1. Attached **trailers**

The cover applicable to **your vehicle** will also apply to any **trailer** attached to **your vehicle**.

### 2. Detached **trailers**

The cover will also apply to any **trailer**:

- a) belonging to **you** or hired to **you** under a hire purchase agreement; or
- b) in **your** custody or under **your** control while detached from **your vehicle**.

### 3. Contingent liability cover for **your trailers**

**We** will indemnify **you** under the terms of Section B in respect of any **trailer** belonging to **you** or hired to **you** under a hire purchase agreement whilst it is not in **your** custody or under **your** control but not if there is any existing insurance covering the same liability.

The maximum **we** will pay in respect of claims under 3. Contingent Liability is limited to £50,000 in the aggregate over the **period of insurance**.

**Your** No Claim Discount will not be prejudiced solely as a result of a claim arising from any **trailer** while such **trailer** is detached from any vehicle.

## Exceptions to Section G of Your Policy

**We** will not pay:

1. if any **trailer** or disabled mechanically propelled vehicle is being towed otherwise than in accordance with the law
2. for loss or damage to property being carried in or on any **trailer** or disabled mechanically propelled vehicle
3. under Section B of this policy for any loss or damage arising from the operation of any plant permanently attached to and forming part of **your trailer** (other than any lifting device for self-loading) as a tool other than where necessary to meet the requirements of the **Road Traffic Acts**
4. for loss or damage caused directly or indirectly by **fire** if **your trailer** is equipped for the cooking or heating of food or drink
5. for death, bodily injury or illness of any person caused by:
  - a) anything harmful contained in any goods supplied; or
  - b) any harmful or incorrect treatment given at or from **your trailer**
6. for loss or damage to any fixtures, fittings, contents and utensils while in or on **your trailer** where **your trailer** is used as a retail premises
7. if **your trailer** is a caravan, other than to indemnify **you** within the terms Section B of the policy while **your** caravan is attached to **your vehicle**
8. the first £250 of any **theft** claim in respect of a detached **trailer**.

## Section H – Personal Belongings & Personal Accident

### Personal Belongings

**We** will pay **you** (or at **your** request, the owner) for loss or damage to **personal belongings** caused by **fire, theft** or accidental damage whilst they are in or on **your vehicle** where such loss or damage arises as a result of an incident covered under Section A of this policy.

The maximum amount payable for any one incident is £500.

**We** will not pay for:

- money, stamps, tickets, documents or securities
- goods or samples carried in connection with any trade or business
- tools, ropes and tarpaulins.

### Personal Accident

If **you** or the driver of **your vehicle** suffer accidental bodily injury in direct connection with **your vehicle**, **we** will pay to the injured person up to £5,000 if, within 3 months of the accident, the injury is the sole cause of:

- death
- irrecoverable loss of sight in one or both eyes
- loss of any limb.

The most **we** will pay any one person after any accident is £5,000.

The most **we** will pay any one person during any one **Period of Insurance** is £10,000.

If **you** or the driver of **your vehicle** have any other policies with **us** in respect of any other motor vehicles, **you** or that person will only be able to obtain compensation for injuries under one policy.

A claim solely relating to personal accident benefits will not prejudice **your** No Claim Discount.

This personal accident insurance does not cover:

- corporate bodies or firms
- death or bodily injury arising from suicide or attempted suicide.
- any person, who at the time of the incident, is aged 75 or over.

In the event of the benefits provided by this Section are no longer being required, no refund of the additional premium paid to add these benefits to the policy will be allowed unless the vehicle to which the benefits apply is deleted or the policy cancelled.

## Section I – Replacement Locks

If **your vehicle's** keys or lock transmitter are lost or stolen, **we** will pay the cost of replacing the:

- a) affected locks
- b) lock transmitter and central locking interface
- c) the affected parts of the alarm and/or immobiliser

provided that **you** can establish to **our** satisfaction that the identity or garaging address of **your vehicle** is known to any person who is in possession of **your** keys or transmitter.

Any payment made solely as a result of a claim under this section will not prejudice **your** No Claim Discount.

The maximum amount **we** will pay under this section is £1,000 any one claim.

## General Exceptions

Your policy does not cover the following:

1. any accident, bodily injury, loss or damage while **your vehicle** is being:
  - a) used or driven other than in accordance with the terms of **your Certificate of Motor Insurance** except that cover will not be withdrawn:
    - i. while **your vehicle** is in the custody or control of a member of the motor trade for the purposes of overhaul, upkeep or repair
    - ii. if the bodily injury, loss or damage was caused as a result of **your vehicle** being stolen or having been taken without **your** consent or other lawful authority
    - iii. if the person driving does not have a driving licence and **you** had no knowledge of such deficiency
  - b) driven by **you** unless **you** hold a licence to drive **your vehicle** or **you** have held a licence and are not disqualified from holding or obtaining such a licence
  - c) driven by anyone else with **your** general consent who, to **your** knowledge, does not have a licence to drive **your vehicle**, has never held one or is disqualified from holding or obtaining such a licence
2. any liability **you** have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist
3. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever or any consequential loss or any legal liability of any nature directly or indirectly caused by or contributed to by or arising from:
  - a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b) the radioactive, toxic, explosive or other **hazardous** properties of any explosive nuclear assembly or nuclear component thereof
4. any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:
  - a) war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power
  - b) any action taken in controlling preventing suppressing or in any way relating to a) above,except as is necessary to meet the requirements of the **Road Traffic Acts**
5. any accident, bodily injury, loss or damage (except under Section B of this policy) arising during or in consequence of riot or civil commotion occurring:
  - a) in Northern Ireland
  - b) outside of the European Union, Croatia, Iceland, Norway and Switzerland except as is necessary to meet the requirements of the **Road Traffic Acts**.This exception will not operate if **you** can prove that the accident, injury, loss or damage was not caused by this peril.
6. any accident, bodily injury, loss or damage if **your vehicle** is registered elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
7. any accident, injury, loss or damage if **you** do not hold in **your** name a current operator's licence where **you** are required to do so by law.
8. this policy does not cover any claim or benefit to that extent that provision or payment thereof would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or the United States of America.
9. notwithstanding any provision to the contrary within this policy, within any **endorsement** to this policy or within any extension to this policy, this policy and its **endorsements** (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:
  - a) Coronaviruses; and
  - b) Coronavirus disease (COVID-19); and
  - c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); and
  - d) Any mutation of or variation of a), b) or c) above; and
  - e) Any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
  - f) Any fear or anticipation of a), b), c), d) or e) above, regardless of any other cause or event contributing concurrently or in any other sequence thereto.This exclusion does not apply to the Employers Liability coverage (where operative).
10. all loss, damage, death or bodily injury caused by pollution or contamination unless 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** except where such liability is required to be covered by the **Road Traffic Acts**. For the purposes of this Exception pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere.
11. any consequence whatsoever resulting directly or indirectly from or in connection with **terrorism** regardless of any other contributory cause or event except where such liability is required to be covered by the **Road Traffic Acts**.