





**COPELAND  
INSURANCE**

# PRIVATE CAR POLICY

**LLOYD'S**



## **Document of Insurance**

Insurance has been effected between us, Lloyd's, and you our insured and this document read in conjunction with your certificate and schedule is evidence of that insurance.

The information and statements provided in the proposal form and the declaration which you have made have been relied upon by us in entering into this insurance.

We have agreed to insure you subject to 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 for which you have paid or agreed to pay the premium as is directly sustained in connection with the insured vehicle shown in the schedule.

This document has been issued by Lloyd's under the authority granted by the Lloyd's Insurance Intermediaries Bylaw 1990.

Signed

A handwritten signature in black ink, appearing to be 'A. J. Stone', written over a circular stamp or seal.

Underwriter

# Contents

	<b>Page</b>
<b>Procedures in the event of a complaint</b>	<b>3</b>
<b>Claims Procedure</b>	<b>4</b>
<b>Definitions</b>	<b>5</b>
<b>Section 1</b> - Loss and damage to your car	<b>7</b>
<b>Section 2</b> - Liability to third parties	<b>8</b>
<b>Section 3</b> - Damaged windscreens and windows	<b>10</b>
<b>Section 4</b> - Personal injury benefit	<b>10</b>
<b>Section 5</b> - Medical expenses	<b>11</b>
<b>Section 6</b> - Personal belongings	<b>11</b>
<b>Section 7</b> - Territorial limits, European Community and foreign travel	<b>12</b>
<b>Section 8</b> - Service or repair	<b>13</b>
<b>Section 9</b> - Car sharing	<b>13</b>
<b>Section 10</b> - Towing	<b>13</b>
<b>Section 11</b> - Audio equipment	<b>14</b>
<b>Section 12</b> - General exceptions	<b>14</b>
<b>Section 13</b> - General conditions	<b>15</b>
<b>Section 14</b> - Endorsements	<b>18</b>

## **Procedure In The Event Of A Complaint**

If you have any problem with this insurance then you should contact the insurance adviser who arranged the cover for you. If you are not satisfied with the manner in which your complaint has been dealt with then you should write to:

**Peter Anson**  
**Andrew Copeland Insurance Consultants Ltd**  
**230 Portland Road**  
**London**  
**SE25 4SL**

If you are still not satisfied then you may ask the Complaints and Advisory Department at Lloyd's to review your case without prejudicing your rights in law and their address is

**Complaints and Advisory Department**  
**Lloyd's**  
**One Lime Street**  
**London**  
**EC3M 7HA**

## **Procedure In The Event Of A Claim**

The following procedure should be followed in the event of a claim:

1. Review your policy to check if the claim is covered.
2. Report the incident to your Agent; if he his unavailable report the incident to:

**Copeland Insurance Ltd**

**230 Portland Road**

**London**

**SE25 4SL**

**England**

**Telephone: International 011 44 20 8656 2544 - UK 020 8656 2544**

**Fax: International 011 44 20 8655 1271 - UK 020 8655 1271**

3. Complete both the European Claim Form and Accident Form enclosed with this policy and forward both documents to your Agent.

## **Definitions**

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

<b>We/Us/Our</b>	Lloyd's
<b>The Schedule</b>	The schedule shows details of the car we are insuring and the cover which applies.
<b>You, Your</b>	The person named in the schedule and certificate of motor insurance as the policyholder or insured.
<b>Your Car</b>	Any motor vehicle including its spare parts and accessories that we have issued a certificate of motor insurance for.
<b>Certificate of Motor Insurance</b>	Documentary evidence that you have the motor insurance necessary to comply with the law.
<b>Period of Insurance</b>	The period of time covered by this insurance (as shown in the schedule) and any further period we accept your premium payment for.
<b>Endorsement</b>	A change in the terms of insurance which replaces the standard insurance wording, and is printed on, or issued with the schedule.
<b>Excess</b>	A contribution by you towards a claim under this insurance.
<b>Market Value</b>	The cost of replacing your car with one of similar type, age and condition.

The cover provided by this document and any endorsements that apply are shown on the schedule. Depending upon the cover provided the following sections apply.

**Comprehensive - All Sections**

**Third Party Fire & Theft -** Section 1 and 11, but only if the loss or damage is a result of fire, lightning, self-ignition, explosion, theft or attempt thereat or the taking away of your vehicle without your consent. Sections 2, 9, 10 and 12.

**Third Party Only -** Sections 2, 9, 10 and 12.

**Fire & Theft -** Section 1 and 11, but only if the loss or damage is as a result of fire, lightning, self-ignition, explosion, theft or any attempt thereat or the taking away of your vehicle without your consent. Section 12.

## **Section One - Loss Of Or Damage To Your Vehicle**

If your car, accessories or spare parts are lost, stolen or damaged we will:

- repair the damage or
- replace what is lost or damaged and is too expensive to repair or
- pay you the cost of the loss of damage.

We will pay you up to the market value of your car, accessories and spare parts at the time they are lost, stolen or damaged providing that this figure does not exceed the amount that you insured them for.

Your spare parts or accessories will also be covered for up to their market value if they were lost, stolen or damaged whilst kept in your private garage.

### **Ownership**

If we are informed that the car belongs to someone else or if you are paying for your car under a hire purchase agreement or leasing agreement, we will normally make any cash payment for a claim to the legal owner. We will accept the owner's receipt as settling the claim in full.

### **Recovery And Redelivery**

If you are unable to use your car because of loss or damage covered by this insurance, then we will pay the reasonable cost of protecting your care and moving it to the nearest competent repairer. With our written consent, we will pay the reasonable cost of returning you car to your permanent residence, in the country that you have stated you live.

### **What is Not Covered**

We will not pay for:

- any more than the market value of your care in the event of your car being lost or damaged beyond economical repair.
- compensation for you not being able to use your car.
- depreciation.
- wear and tear.
- mechanical, electrical, electronic, computer, failures or breakdowns or breakages.
- damages to tyres caused by braking, punctures, cuts or bursts.

- losing your car through deception by someone pretending to be a buyer or that person's agent.
- loss of value after a repair.
- damage to your car's cooling system caused by freezing liquid.
- repairs or replacements which improve your car.
- any amount which is more than the last known list price of any part or accessory which is obsolete or unobtainable.

## **Excess**

In the following circumstances you will be responsible for the first payment of each claim.

### **Fire theft and malicious damage**

If your car is lost, stolen, damaged by fire or any malicious act whilst being driven by or is in the custody or control of any person who is aged 25 and over, and holding a full U.K. driving licence for more than 12 months, then you must pay £100 towards any claim for the following, unless your schedule shows a higher amount.

- fire, self-ignition, lighting or explosion.
- theft, attempted theft or taking your car without your permission.
- malicious acts.

## **Section Two - Liability to third parties**

### **What the insurance covers**

#### **Cover Provided For You**

This Insurance covers you for all amounts which you become responsible for paying due to the death of or injury to third parties, or damage to their property as a result of an accident involving your car, or caused by a trailer caravan or any other broken-down vehicle (as allowed by law) that is attached to your car.

## **Cover Provided For Other People**

If you ask us, we will give the following people the same insurance cover that we give you:

- Anyone allowed by the certificate of motor insurance to drive your car.
- Any person you give permission to use (but not drive) your car, but only whilst using it for social, domestic or pleasure purposes.
- Any person travelling in or getting into or out of your car.
- If your certificate of motor insurance allows business use we will insure your employer or business partner whilst the car is being used for business purposes, unless the car is owned by, leased or hired to your employer or business partner.

## **Your legally appointed representatives**

If anyone insured by this document dies, then we will transfer to that person's estate the benefit of this insurance for any liability that is covered by this document.

Legal fees and expenses

If we give our written permission beforehand, we will pay for a solicitor to:

- represent anyone insured under this document at any Coroner's inquest or fatal accident inquiry.
- defend anyone insured under this document in a court of summary jurisdiction.
- cover the costs of legal services to defend a charge of manslaughter or causing death by reckless driving.

## **Emergency treatment**

We will pay for any emergency treatment fees required by the Road Traffic Acts.

## **What is not covered**

We will not provide cover for the following:

- anyone driving your car who is disqualified from driving or has not held a driving license, or is prevented by law from holding one.
- anyone who is insured under any other insurance.

- death of or bodily injury to the driver.
- anyone who is excluded by an endorsement, exception or condition applying to this document of insurance.
- liability for loss of or damage to property which belongs to or is with any person who is insured under this document and who is driving your car.
- for death of or injury to an employee arising out of or in the course of employment by anyone insured under this document except as required by the Road Traffic Acts.

### **Section Three - Damaged Windscreen and Windows**

If the damaged windscreen or window cannot be replaced then we will pay for:

- the replacement of your car's glass if it is accidentally damaged.
- any scratching of your car's bodywork caused solely by this accidental damage.

#### **Excess**

- You may pay £100 towards any claim for replacement windscreens or windows.

#### **What is not covered**

You are not covered for the following:

- damage to a sun roof.
- additional charges for non-emergency work completed outside normal working hours.

### **Section Four - Personal Injury Benefit**

If you or your spouse suffer accidental bodily injury in direct connection with your car and, provided that within three months of the accident the injury is the sole cause of:

- death.
- the total and permanent loss of sight in one or both eyes.
- the loss of an arm or leg by physical severance at or above the wrist or ankle, then we will pay £2500 to each person injured or in the event of death, to

that person's estate but only one payment per person will be made for any one accident or in any one period of insurance.

If you or your spouse have any other insurance contract with us, we will only pay out under one contract.

### **What is not covered**

We will not provide cover

- for any person suffering injury or death who is under 25 years or over 70 years of age.
- for any intentional self injury, suicide or attempted suicide.
- for any person under the influence of alcohol or drugs at the time of the accident.
- if this insurance is in the name of a company or firm.

### **Section Five - Medical Expenses**

If you or any driver or any of your passengers are injured in an accident involving your car, then we will pay for medical expenses of up to £250 for each injured person.

### **Section Six - Personal Belongings**

We will pay you, or at our request, the owner up to £100 for loss of or damage to personal belongings in or on your car, subject to the Policy Excess.

### **What is not covered**

You are not covered for the following:

- money, stamps, tickets, documents or securities.
- goods, tools, supplies or samples used in connection with any trade or business.
- telephones, Citizen Bands radios and other similar equipment.
- personal belongings in an open top convertible vehicle, unless kept in a locked boot.
- property insured by any other insurance.
- damaged caused by wear and tear, deterioration, moths or other insects.

# **Section Seven - Territorial Limits, European Community and Foreign Travel**

## **Territorial Limits**

This insurance applies in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, the Republic of Ireland, Belgium, Denmark (including the Faroe Islands), France (including Monaco), Germany, Greece, Italy (including San Marino and the Vatican City), Luxembourg, the Netherlands, Portugal, Spain, Andorra, Austria, Finland, Iceland, Norway, Sweden, Switzerland (including Liechtenstein), the Czech Republic, Slovakia, Hungary and Gibraltar.

## **Continental use / compulsory insurance requirements**

In compliance with EU directives this insurance provides, as minimum, the necessary cover that is required to enable you to drive in the following countries:

- any country which is a member of the European Union (EU).
- any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements relating to civil liabilities arising from the use of a motor vehicle.

In addition to this minimum cover, the insurance provides the cover shown in the schedule in any country in the territorial limits above, subject to:

- your permanent address being in Great Britain, Northern Ireland, the Channel Islands, Isle of Man, Spain, Portugal, France, Italy, Germany, Greece or any other country which has been specifically agreed by us.

## **Cover includes:**

- transit by sea, air, or rail in or between countries within territorial limits.
- reimbursement of any customs duty you may have to pay after temporarily importing your car into any country within the territorial limits, subject to your liability arising as a direct result of a claim covered under this insurance.
- General Average contributions, Salvage charges and Sue and Labour charges whilst your car is being transported by sea between any countries within territorial limits, provided that your car is covered for loss or damage under this insurance.

## **Spain - Bail Bond**

If, as a result of an accident in Spain, which may be the subject of a claim under this insurance, you or any person driving with your permission, are detained or your vehicle 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 in all.

Immediately the guarantee is released or the deposit becomes recoverable, you must provide all necessary assistance to obtain cancellation of the guarantee or return of the deposit.

If all the guarantee or deposit is lost or taken to pay fines or costs, then you must pay us the lost amount immediately.

## **Section Eight - Service Or Repair**

Loss of or damage to your car (as specified in section one of this document) will still be covered whilst it is in the custody or control of the motor trade for service, repair, maintenance or testing unless any other insurance applies. Whilst your car is in the custody or control of the motor trade we will ignore any limitations as to driving or use as shown in the certificate of motor insurance.

## **Section Nine - Car Sharing**

Your insurance also covers your car when you are being paid for carrying passengers for social or similar purposes as long as:

- your car cannot carry more than 8 people excluding the driver.
- you are not carrying passengers as part of a business or carrying passengers.
- the total payment you receive for the journey does not involve any profit.

## **Section Ten - Towing**

We will insure you whilst any vehicle covered is towing a caravan or trailer, subject to payment of an additional premium as requested by us.

We will not pay:

- if caravans or trailers are towed for reward.
- if more than one caravan or trailer is drawn at any one time.
- unless the caravan or trailer is properly secured to the towing vehicle by towing equipment.

- manufactured for the purpose.
- for loss of or damage to caravans or trailers or anything carried in or on them.

## **Section Eleven - Audio Equipment**

We will insure you against loss of or damage of audio equipment permanently fitted to your vehicle, but not for loss of or damage to cassettes, compact discs, radio telephones or TV sets. Payment will be limited to the market value of the equipment at the time of loss or damage, subject to the payment of the policy excess. This is only available where fire and theft or comprehensive cover is taken.

## **Section Twelve - General Exceptions**

Your insurance does not cover the following:

1. When any vehicle covered by this insurance is:
  - being used for purposes that are not specified in your certificate of motor insurance.
  - being driven by or is in the charge of any person who is not covered by your certificate of motor insurance.
  - being driven by or is in the charge of any person who is excluded from driving by an endorsement, term or condition of this insurance.
  - being driven with your permission by any person who you know does not have a valid licence or who you know to be disqualified from driving or getting a licence.
  - being driven by a provisional licence holder who does not meet the conditions of that licence.
  - in an unsafe or unroadworthy condition or does not have a valid MOT certificate when requiring to do so.
  - being used for hiring.
  - being used for racing, pace-making, speed testing, rallies, trails or competitions.
  - being used in or on restricted areas of airports or airfields. We will not pay for any claim concerning an aircraft within the boundary of the airport or airfield.
  - damage by any pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

2. This insurance does not cover any liability which you have as a result of an agreement or contract, unless you would have had the liability anyway.
3. Any consequence of war, invasion, act of enemy hostilities whether war be declared or not, civil war, rebellion, revolution or military force or coup, other than as required by the Road Traffic Acts.
4. Any consequence except under Section Two (Liability to Third Parties), or earthquake, riot or civil commotion unless you can prove that the claim was not caused by any of these events.
5. Any consequence of:
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any form of nuclear waste from the burning of nuclear fuel.
  - the radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear part.
  - pollution or contamination however caused other than as required by the Road Traffic Acts.

## **Section Thirteen - General Conditions**

1. Claims
  - If there is an incident which may result in a claim then you or your legal representative must inform your insurance adviser as soon as possible giving full details.
  - You must fully complete a claim form and if you fail to do this then we do not have to deal with your claim.
  - If your car is stolen, broken into or the subject of an attempted theft then you must report it to the Police immediately, and obtain a crime reference number.
  - If your car has been stolen then we will not make any payment until 28 days after the date that our Claims Department received your completed Theft Report Form.
  - Should your car be found before our payment is received by you then an offer that we may have made is withdrawn.
  - You must not negotiate or admit liability or make any promise of payment without our written agreement.
  - If you receive any letter, writ, inquest or fatal injury summons or process then you must send this immediately to your insurance adviser.

- You must give us all of the information and assistance we require.
- We will be entitled to take over and manage any claim and assume for our benefit the rights of any person claiming under this insurance.
- If we are required by the law of any country to make a payment for which we would not otherwise be liable then you must reimburse us for any outlay that we have made on your behalf.

## 2. Cancellation

We or your insurance adviser may cancel this insurance at any time by giving you 7 days notice in writing which we will send by recorded delivery. We will send any notice to your last known address (and in the case of Northern Ireland to the Department of Environment for Northern Ireland).

You must then send us the document of insurance and the certificate of motor insurance so that we can refund part of the premium.

If the insurance was arranged for a period of at least 12 months you may cancel the insurance by giving us written notice and returning your certificate of motor insurance. Any refund due will be sent to your insurance adviser and calculated from the date that they received the certificate of motor insurance. The following scale shows how the refunds are calculated. Please note that no refund will be allowed if a claim has occurred in the current period of insurance.

<b>Expired Period of insurance</b>	<b>Refund</b>
<b>Up to 3 months</b>	<b>50%</b>
<b>Up to 6 months</b>	<b>25%</b>
<b>Over 6 months</b>	<b>Nil</b>

A minimum premium of £100 is required in any event.

## 3. Other insurance

If any loss, damage or liability covered by this document other than Section 4 (Personal Injury Benefit) is also covered by any other insurance, we will only pay our share towards the claim.

## 4. Care of your car

When your car is unoccupied you must take all necessary steps to protect it. This would include locking all doors, and closing all windows as well as activating any security devices that may be fitted. You must also maintain it in an efficient roadworthy condition.

We are entitled to examine your car at any time.

## 5. Fraudulent claims

If you or anyone acting on your behalf knowingly make a claim which is false or fraudulent in any way, then we will not pay any part of the claim and all cover provided and premium paid will be forfeited.

## 6. Arbitration

If there is any dispute about the amount to be paid under the insurance then the matter will be referred to an arbitrator who is acceptable to you and us under the legal rules governing arbitration. When this happens the arbitrator must make a decision before you can start proceedings against us.

## 7. English law

Unless it has been specifically agreed to the contrary, this insurance will be subject to English Law.

## 8. Changes in circumstances

You must tell us as soon as possible about any changes which affect your insurance and which occurred since this insurance started or was last renewed. If you are not sure whether certain facts are relevant then you should ask your insurance adviser for assistance. If you fail to inform us about relevant changes then your insurance may not cover you fully, if at all. If you make any alteration to this insurance which results in the premium changing, we will charge an administration fee.

Examples of some of the changes:

- a change of vehicle (including extra vehicles).
- all changes that you make to the vehicle whether cosmetic or mechanical.
- a change of address.
- a change of job including any part-time work.
- a change in the purpose that the vehicle is being used for.
- details of any accidents, convictions, medical conditions or disabilities.

## 9. Observance of terms and conditions

We will only provide the cover described in this document of insurance if anyone claiming protection has met all the terms and conditions.

## **Section Fourteen - Endorsements**

The endorsements shown below apply only if the endorsement number is specified in your current schedule and, are subject to the terms, conditions and limitations of this document of insurance.

When an endorsement number is followed by:

- the registration number of a vehicle and/or the name of any person, then the endorsement shall only apply to either that vehicle or person.
- additional wording, then such shall be read in context with the full endorsement wording.

### **Restricted driving**

The cover provided by this insurance only applies when your vehicle is being driven by or is in charge of the person or persons or classes of persons stated.

01. Only you are covered.
02. Only you and your spouse are covered.
03. Only you and the Person/s named in the schedule are covered.
04. Any drivers aged 25 years and over are covered.

### **Cover**

05. The cover provided by this insurance is restricted to Third Party Only.
06. The cover provided by this insurance is restricted to Third Party Fire and Theft.
07. The cover provided by this insurance is Comprehensive.

### **Excess**

You must pay the stated amount in respect of any claim payment and we will pay the amount in excess of the sum of money.

This excess stated shall apply to all claims other than Section Two (Liability to Third Parties)

08. £100 excess applies to all claims.
09. £250 excess applies to all claims.
10. £500 excess applies to all claims.
11. The amount of excess as shown in the schedule applies to all claims.

## **Protected No Claims Bonus**

12. Your no claims bonus will not be affected providing you do not make more than two claims within any consecutive three year period.

## **Excluding Fire and Explosion**

13. We will not provide cover for any loss, damage or liability caused by fire or explosion of any heating, cooking or refrigeration equipment or the fuel connected to such equipment.

## **Drink or Drugs**

14. Cover under this insurance will be limited to Section Two (Liability to Third Parties), when your vehicle is being driven by or in the custody or control of anyone who:
- is under the influence of alcohol or drugs.
  - has a blood or urine alcoholic content in excess of the legal limit.
  - refuse to supply a breath, blood or urine specimen.

## **Anti-theft Warranty**

15. It is hereby warranted that the vehicle covered under this insurance must be fitted with an immobiliser system which is approved by Underwriters. In the event that this system is not fitted and/or activated, then all theft cover is excluded.

The endorsement shall not apply in respect of any claims in respect of a short period, additional, substitutional, demonstration or courtesy vehicle acquired by the policyholder on a temporary basis.

## **Agreed Value**

16. If as a result of a valid claim under this insurance we decide that your car is beyond economical repair, we will pay the amount shown in your schedule less any excess that may apply.

## **Restricted Mileage**

17. In one year your vehicle must not exceed 3,000 miles.

## **Vehicle Interest**

18. Details of any party with a financial interest in the car are shown in the schedule.

## **Returning to the United Kingdom**

19. This policy covers insured vehicles when they return to the United Kingdom for a period of up to 28 days during any one period of insurance, as defined in the policy schedule. If this period is exceeded cover will be reduced to the minimum necessary to meet the requirements of the Road Traffic Acts.