

JMA
Motor
Policy


islands
taking care of tomorrow

Thank you for choosing



Jersey

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Jersey M J Touzel (Insurance Brokers) Ltd is regulated by the Jersey Financial Services Commission (JFSC) under the Financial Services (Jersey) Law 1998 for General Insurance Mediation Business (GIMB 0046)

MOTOR CAR INSURANCE DOCUMENT



Underwritten by Amlin UK

Contract of Insurance

This **policy** is evidence of a legal contract between **you** and **us**.

The information **you** or **your** representative have supplied has been relied upon by **us** in offering the contract of insurance.

This **policy** document, **certificate** of motor insurance, **windscreen insurance discs**, **schedule**, **supplementary schedule** and any **endorsements**, form the contract of insurance between **you** and **us** and they must be read together as one contract.

The covers applicable to **your** insurance are specified in the **schedule**.

It is important that **you** read it carefully to make sure it meets **your** requirements.

If it does not, or if **your** requirements change, **you** should contact **your** insurance broker at **your** earliest opportunity.

In consideration of the premium **you** have paid or have agreed to pay **we** will insure **you** against liability, loss or damage to property resulting from an accident or event occurring during the period of insurance arising out of the use of a **motor car** in accordance with the terms, conditions and exclusions of this **policy**.

Where a word appears in **bold** text, please refer to General Definitions starting on page 4 of this **policy**.

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General Definitions

The following words will have the same meaning wherever they appear in this **policy, schedule, supplementary schedule, certificate of motor insurance** or any **endorsement** forming part of this **policy**, other than in titles and paragraph headings. To help identify these words they will appear in **bold** in the **policy** wording. Where the singular is used, this will include the plural and vice versa.

Certificate

Your current valid **certificate** of motor insurance which sets out who may drive the car, who may use it and for what purpose.

Duty of Care

A **policy** condition that requires **you** have taken reasonable care not to make a misrepresentation to **us** and answered all questions asked honestly and to the best of **your** knowledge and belief.

Endorsement

An alteration in the terms of the insurance which alters the standard wording and is shown in **your schedule**.

Excess

The amount shown in the **schedule** or a particular section of this **policy** that **you** will have to bear in respect of a claim. **You** should be aware that if more than one **excess** applies, **we** will add these together.

Insured Person

The term **insured person** in Section 1 headed 'Liabilities to Third Parties' means:

- (a) the **Policyholder**;
- (b) other persons who are permitted by **your certificate** to drive or use the vehicle;
- (c) the employer or partner of any person whose business use is permitted by **your certificate**;
- (d) at **your** request;
 - i. any person getting into or out of or travelling in **your motor car**;
 - ii. the owner of the **motor car** if someone other than **you**.

Islands Insurance

A registered Insurance Broker with the authority to act **our** behalf in respect of any matter included in this **policy** document.

Market value

The cost of replacing the vehicle (at the time the loss occurred) in an open and fair market with one of the same make, model, mileage, specification and condition as determined by an independent motor engineer.

Motor Car

Any vehicle with the registration number shown on **your certificate**.

Policy

This **policy** document including any **schedule, endorsement** and **certificate** that **you** receive from **us**, which must be read together as one contract.

Schedule

This is the document unique to **your policy** highlighting the level of cover chosen, **policy** limits and **endorsements** applicable to **your policy**.

Note: - Where **Schedule** is noted in this **Policy**, it shall also include **supplementary schedule**.

Supplementary Schedule

This is a supplementary document unique to **your policy** upon which additional **endorsements** (not shown in the **policy** booklet) will be noted.

General Definitions (continued)

Territorial Limits

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and any country which is a member of the European Union and Andorra, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino, Switzerland and Vatican City

Windscreen Insurance Disc

Your current **windscreen insurance disc** which provides evidence of insurance to satisfy the requirements of the Motor Traffic (Third Party Insurance) (Jersey) Law.

We/us/our

Lloyd's Syndicate 2001 managed by MS Amlin Underwriting Limited through its appointed representative Amlin UK Limited.

You/Your/Policyholder

The person shown as the **Policyholder** in the **schedule**.

Note: If there is more than one person named in the **schedule** as the **Policyholder**, this **policy** applies both jointly and individually, but **our** total liability for all claims shall not exceed the limits stated in the **schedule**.

How to make a claim

It is important that **you** notify **Islands Insurance** (contact details below) or **us** of any incident (irrespective of who may be to blame), that may lead to a claim, at **your** earliest opportunity.

- **your policy** number, **your** name and **your** driver's name;
- **your** vehicle make, model and registration details;
- date, time and place where the incident occurred;
- the nature of the incident and the damage to the vehicles;
- name and address of the other driver, their insurance company, **policy** number and vehicle registration number;
- note the number of passengers in the third party's vehicle;
- take photos, if safe to do so, of the accident scene and the other driver's damage;
- police incident reference if applicable;
- details of any witnesses including passengers in **your** vehicle; and
- a copy of any dash-cam and CCTV footage if available.

Islands Insurance

Kingsgate House,
55 The Esplanade,
St Helier,
Jersey, JE1 4HQ

Telephone: 01534 835383 Facsimile: 01534 835386

Monday to Friday 9am – 5pm

Evenings and weekends contact one of **our** Approved Repairers (if damage to **your motor car** is covered by this **policy**) who are listed on:

www.islands-insurance.com/motor/recommended-repairers.html

How to cancel your policy

All requests for cancellation should be made directly to **Islands Insurance**.

Your right of cancellation

If **you** wish to cancel and cover has not yet started **we** will provide a full refund of the premium paid.

Where **your policy** is cancelled and **you** are a resident of;

(a) the Channel Islands;

you must return to **us your certificate** of motor insurance and **windscreen insurance disc** issued to **you**.

(b) the Isle of Man,

you must return to **us your certificate** of motor insurance issued to **you**.

Cancellation within the cooling off period

You may cancel this **policy** within 14 days of purchase, or within 14 days from the day on which **you** receive the insurance documents whichever is the later.

Where cover has not yet started **we** will provide a full refund of the premium paid.

Alternatively if cover has started, **we** will refund the premium for the exact number of days left on the **policy**. **We** will also do this if **you** want to cancel **your policy** within 14 days after renewal.

Cancellation outside the cooling off period

You may cancel this **policy** anytime outside the cooling off period.

Provided **you** have not made a claim, or there has not been an event that could result in a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for the time for which **you** have been covered.

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

There will be no refund of premium where **we** are unable to recover **our** costs. (This does not apply to glass or windscreen claims).

Any underpayment by **you** will be offset against any cancellation return of premium.

Note: See General Conditions 5 Cancellation on page 23 for full details of how **we** may cancel **your policy**

How to make a complaint

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly.

At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your policy** or the handling of a claim **you** should, in the first instance, contact **Islands Insurance**:

Post: Complaints, **Islands Insurance**, Kingsgate House, 55 The Esplanade, St Helier
Jersey, JE1 4HQ
Telephone: +44 (0) 1534 835383

In the event **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time. Making a complaint does not affect any of **your** legal rights. **Our** contact details are:

Post: Complaints, MS Amlin Underwriting Limited, The Leadenhall Building,
122 Leadenhall Street, London EC3V 4AG.
Telephone: +44 (0) 20 7746 1300 Fax: +44 (0) 20 7746 1001
Email: complaints@msamlin.com
Website: www.msamlin.com

If **your** complaint cannot be resolved within two weeks, or if **you** have not received a response within two weeks **you** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **your** complaint and provide **you** with a written final response. Lloyd's contact details are:

Post: Lloyds, Complaints, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent
ME4 4RN.
Telephone: +44 (0) 20 7327 5693 Fax: +44 (0) 20 7327 5225
Email: complaints@lloyds.com
Website: www.lloyds.com

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, or if **you** have not received a written final response within eight weeks from the date of **your** complaint, **you** may be entitled to refer **your** complaint to the Channel Island Financial Ombudsman (CIFO) Service who will independently consider **your** complaint free of charge. Their contact details are:

Post: Channel Islands Financial Ombudsman, PO Box 114, Jersey, Channel Islands, JE4 9QG.
Telephone: Jersey +44 (0)1534 748610
Guernsey/Alderney +44 (0)1481 722218
International +44 1534 748610
Fax: +44 1534 747629
Email: enquiries@ci-fo.org
Website: www.ci-fo.org

Please note:

- **You** must refer **your** complaint to the Financial Ombudsman Service within six months of the date of **our** final response.
- The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of 2 million Euros or less and fewer than 10 employees.
- Alternatively, if **you** are a private individual and **you** have bought a product or service online **you** may have the right to register **your** complaint with the European Commission's online dispute resolution (ODR) platform. The ODR platform will redirect **your** complaint to the appropriate alternative dispute resolution body. For further details visit <http://ec.europa.eu/odr>

Important information

Privacy notice

Information we process

You should understand that information **you** provide, have provided and may provide in future will be processed by **us**, in compliance with the provisions of the Data Protection Act and the Data Protection (Jersey) Law as applicable for the purpose of providing insurance, handling claims and/or responding to complaints.

Information containing personal and sensitive personal information

Information **we** process may be defined as personal and/or sensitive personal information. Personal information is information that can be used to identify a living individual e.g. name, address, driving licence or national insurance number. Personal information is also information that can identify an individual through a work function or their title.

In addition, personal information may contain sensitive personal information; this can be information about **your** health and/or any criminal convictions.

We will not use personal and/or sensitive personal information except for the specific purpose for which **you** provide it and to carry out the services as set out within this notice.

Collecting electronic information

If **you** contact **us** via an electronic method, **we** may record **your** internet electronic identifier i.e. **your** internet protocol (IP) address. **Your** telephone company may also provide **us** with **your** telephone number.

How we use your information

Your personal and/or sensitive personal information may be used by **us** in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process and manage claims; and/or
- prevent fraud.

Who do we share your information with

We may pass **your** personal and/or sensitive personal information to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers.

We may also share **your** personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within the MS Amlin Group of companies to:

- assess financial and insurance risks;
- recover debt;
- to prevent and detect crime; and/or
- develop products and services.

We will not disclose **your** personal and/or sensitive personal information to anyone outside the MS Amlin Group of companies except:

- where **we** have **your** permission;
- where **we** are required or permitted to do so by law;
- to other companies who provide a service to **us** or **you**; and/or
- where **we** may transfer rights and obligations under the insurance.

Why it is necessary to share information

Insurance companies share claims data to:

- ensure that more than one claim cannot be made for the same personal injury or property damage;
- check that claims information matches what was provided when the insurance was taken out;
- act as a basis for investigating claims when **we** suspect that fraud is being attempted; and/or
- respond to requests for information from law enforcement agencies.

Important information continued...

The transferring of information outside the European Economic Area

In providing insurance services, **we** may transfer **your** personal and/or sensitive personal information to other countries including countries outside the European Economic Area. If this happens **we** will ensure that appropriate measures are taken to safeguard **your** personal and/or sensitive personal information.

Access to your information

You have a right to know what personal and/or sensitive personal information **we** hold about **you**. If **you** would like to know what information **we** hold, please contact the Data Privacy Officer at the address listed within this notice, stating the reason for **your** enquiry. **We** may write back requesting **you** to confirm **your** identity, **we** may also charge a fee of £10 for processing **your** enquiry.

If **we** do hold information about **you**, **we** will:

- give **you** a description of it;
- tell **you** why **we** are holding it;
- tell **you** who it could be disclosed to; and
- let **you** have a copy of the information in an intelligible form.

If some of **your** information is inaccurate, **you** can ask **us** to correct any mistakes by contacting **our** Data Privacy Officer.

Providing consent to process your information

By providing **us** with **your** personal and/or sensitive personal information, **you** consent to **your** information being used, processed, disclosed, transferred and retained for the purposes set out within this notice.

If **you** supply **us** with personal information and/or sensitive personal information of other people, please ensure that **you** have fairly and fully obtained their consent for the processing of their information. **You** should also show this notice to the other people.

You should understand that if **you** do not consent to the processing of **your** information or **you** withdraw consent, **we** may be unable to provide **you** with insurance services.

Changes to this Notice

We keep **our** privacy notice under regular review. This notice was last updated on the 20th October 2015.

Contacting us

If **you** have any questions relating to the processing of **your** information, please write to:

The MS Amlin Data Privacy Officer, MS Amlin Underwriting Limited, The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG.

You can also email **us** at: dataprivacyofficer@msamlin.com

For information about the MS Amlin Group of companies please visit www.msamlin.com

Motor Insurance Database and other Databases

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDSL), the Hunter Database, run by Experian and the Motor Insurers Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to check information provided and also to prevent fraudulent claims. **We** may search these registers when **we** deal with **your** request for insurance. Under the conditions of **your** policy, **you** must tell **us** about any event (such as an accident or theft) which may or may not give rise to a claim. When **you** tell **us** about an event **we** will pass information to the registers.

Your policy details will be added to the Motor Insurance Database (MID) which is run by the Motor Insurers' Bureau (MIB). MID and data stored on it may be used by the Driver and Vehicle Licensing Agency, the Driver and Vehicle Agency Northern Ireland, the Insurance Fraud Bureau and other bodies authorised by law for the purposes of, but not limited to, Electronic Vehicle Licensing, Continuous Insurance Enforcement, law enforcement for the purposes of prevention, detection, apprehension and/or prosecution of offenders and by government services and other services aimed at reducing the level and incidence of uninsured driving. If **you** are involved in a road traffic accident (in the United Kingdom, European Economic Area or certain other

Important information continued...

territories), other insurers and/or the Motor Insurers' Bureau may search the MID to obtain relevant policy information. Persons pursuing a claim (including his or her appointed representative) 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** current 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 the correct registration number details are shown on the MID at www.askmid.com.

You should show this notice to anyone insured to drive **your** vehicle.

Please also refer to General Condition 2 Your responsibilities, Change of Vehicle on page 21.

Preventing and detecting fraud and claims history

If false or inaccurate information is provided and fraud identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- (a) checking details on applications for credit and credit related or other facilities;
- (b) managing credit and credit related accounts or facilities;
- (c) recovering debt;
- (d) checking details on proposals and claims for all types of insurance; and
- (e) checking details of job applicants and employees.

Our Regulator

Amlin UK is a trading name of Amlin UK Limited. Amlin UK Limited is wholly owned by and an Appointed Representative of MS Amlin Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 204918.

Amlin UK Limited is registered in England No. 2739220. Registered office: The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG.

Financial Services Compensation Scheme

Lloyd's insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to **you** under this **policy**. If **you** were entitled to compensation from the Scheme, the level and extent of the compensation would depend on the nature of this **policy**. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Boltolph Street, London EC3A 7QU) and on their website www.fscs.org.uk.

Choice of law and jurisdiction

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be governed by the laws of Jersey and subject to the exclusive jurisdiction of the courts of Jersey.

Language

The language of **your policy** and any communication throughout the duration of the period of insurance will be English.

Renewal of this insurance

When **your policy** is due for renewal, **we** may offer to renew it for **you** automatically. This means **you** do not need to confirm **your** intention to renew before the **policy** ends. If **we** offer to do this for **you**, **we** will write to **your** broker at least twenty-one (21) days before the period of insurance ends with full details of **your** next year's premium and policy terms and conditions. If **you** do not want to renew the **policy**, please contact **your** broker. Occasionally, **we** may not be able to offer to renew **your policy**. If this happens, **we** will write to **your** broker at least twenty-one (21) days before the expiry of **your policy** to allow enough time for **you** to make alternative insurance arrangements.

Important information continued...

Sanctions

This **policy** will not provide any insurance cover or benefit and **we** will not pay any sum if doing so would mean that **we** are in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable to **us**.

Service of suit

We agree that all summonses, notices and processes requiring to be served on **us** for the purpose of instituting legal proceedings against **us** in connection with this insurance shall be properly served if addressed to **us** and delivered care of Ogier who have authority to accept service on **our** behalf.

The contact details are:

Post: Ogier, 44 Esplanade, St. Helier, Jersey, JE4 9WG, Channel Islands.

Telephone: +44 1534 514000

Email: jsy@ogier.com

By giving this authority to Ogier, **we** do not renounce **our** rights to any special delays or periods of time to which **we** are entitled for the service of any summonses, notices or processes by reason of **our** residence or domicile in England.

Taxes

There may be circumstances where taxes may be due that are not paid via **us**. If this occurs then it is **your** responsibility to ensure that these are paid direct to the appropriate authority.

Cover

The insurance cover you have

Your schedule shows **you** what cover **you** have. The different types of cover are listed below together with the Sections of the **policy** that apply. These may be amended in **your schedule** by **endorsement**.

Section Name	Comprehensive	Accidental damage	Third Party Fire & Theft	Fire & Theft	Third Party Only
	(Comp)	(AD)	(TPFT)	(F&T)	(TPO)
Section 1 Liability to Third Parties	✓	✓	✓	✓	✓
Section 2 - Loss of or Damage to your Motor Car (a) Accidental Damage Malicious damage or Vandalism	✓	✓	x	x	x
Section 2 - Loss of or Damage to your Motor Car (b) Frost	✓	✓	x	x	x
Section 2 - Loss of or Damage to your Motor Car (c) Fire, Self-Ignition, Lightening, Explosion	✓	x	✓	✓	x
Section 2 - Loss of or Damage to your Motor Car (d) Theft or Attempted Theft	✓	x	✓	✓	x
Section 3 - Personal Injury to You or Your Spouse	✓	x	x	x	x
Section 4 - Windscreen Breakage	✓	✓	x	x	x
Section 5 - Personal Belongings	✓	x	x	x	x

The General Terms, General Exclusions and General Conditions apply to all Sections of this **policy**.

Section 1 – Liabilities to Third Parties

We will pay:

- (a) The amount of damages and claimant's costs arising from:
 - i. bodily injury or
 - ii. damage to property (**we** will pay up to £10,000,000 for any claim or claims arising from one incident)

for which the **insured person** may be liable at law resulting from an accident involving **your motor car**.

- (b) Legal costs incurred with the **our** written consent covering the solicitor's fees for representation at any Coroner's Inquest or fatal accident inquiry or for defending in Court any proceedings arising from an accident that may result in a claim.
- (c) Emergency Treatment charges as required by the Road Traffic Acts.
- (d) For liability to other people and their property, as shown in Sections 1 (a) and (b), while **you** are driving another car for Social, Domestic & Pleasure purposes, but only when this is permitted by **your certificate**.
(Cover is limited to Third Party Only and for Social, Domestic & Pleasure purposes whilst the car is being used in Great Britain, Northern Ireland the Isle Of Man and the Channel Islands).
- (e) This Section is operative whilst **your motor car** is towing a trailer or a disabled mechanically propelled vehicle not being towed for hire or reward. **We** shall not be liable for loss of or damage to a trailer or a disabled mechanically propelled vehicle, property or passengers carried in or conveyed on it.

What is not covered

We will not pay for losses under the whole of this section for:

- a) damage caused by an **insured person** to their own property or property which is in their custody or control;
- b) damage to **your motor car** or any other vehicle driven by **you**;
- c) liability covered by any other insurance.

Section 2 - Loss of or Damage to Your Motor Car

We will pay:

The cost of repair or replacement for loss or damage to **your motor car** and its accessories, spare parts or components caused by:

- (a) accidental means including malicious damage;
- (b) frost (provided reasonable precautions are taken);
- (c) fire, self-ignition, lightning or explosion;
- (d) theft or attempted theft.

In the event that **your motor car** is damaged beyond economic repair, **Islands Insurance** require the immediate return of the **certificate** and **windscreen insurance disc**.

We will at our option, pay either:

- i. for the cost of repair of **your motor car**;
- ii. for the cost of replacement of **your motor car**;
- iii. the amount of the loss or damage.

Any claim payment will not be for more than the **market value**, or the value of **your motor car** as shown in the **schedule**, whichever is the lesser amount.

New Car Replacement

If **your motor car** is a UK specification model and less than two years old from the date of first registration as new and the **Policyholder** is the first owner and it is:

- (a) stolen and not recovered; or
- (b) damaged so that repairs will cost more than 75% of the manufacturer's new car list price (including car tax, VAT/GST and fitted accessories) at the date the damage occurred; or
- (c) damaged so that repairs will cost more than **your motor car's** current value (as determined by Glass's Guide adjusted values) at the date the damage occurred.

then **we** will pay the cost of replacing **your motor car** (subject to availability) with a new car of the same make, model and specification. The original **motor car** will then belong to **us**.

We will also pay for:

- a) the reasonable costs of protection and removal to the nearest repairers if, as a result of any loss or damage which is insured by this Section, **your motor car** is disabled;
- b) the reasonable cost of delivery to the **Policyholder** after repair within the **territorial limits** of the **policy**.

Section 2 - Exceptions

What is not covered

We will not pay for;

- a) the total amount of any **excess** shown in the **schedule** for loss of or damage to **your motor car**, including any young or inexperienced driver **excess** where applicable;
- b) any loss under Section 2 (d) (Theft or attempted Theft) whilst **your motor car** is unlocked (unless in a locked garage and entry to that locked garage is made by forcible and violent means) or whilst the ignition key has been left in or on **your motor car**;
- c) wear and tear, depreciation (which shall include diminution of value to **your motor car** or other property), mechanical or electrical or electronic or computer breakdowns, failures or breakages;
- d) damage to tyres by the application of brakes or by road punctures, cuts or bursts unless resulting from an accident involving **your motor car**;
- e) the cost of replacing the windscreen or window of **your motor car** where this is the only loss or damage unless **your policy** provides cover under Section 4;
- f) loss of use;
- g) loss or damage due to:
 - i. earthquake;
 - ii. riot or civil commotion other than in Great Britain, the Isle of Man or the Channel Islands;
- h) loss or damage to tapes, cassettes, compact or mini discs, television sets, telephones, transceivers, CB radios and any ancillary equipment;
- i) an amount of more than £1000 inclusive of fitting in respect of any claim for loss of or damage to car radios, cassette or compact/mini disc players, navigation equipment or any other audio or visual equipment provided that such items are included in the value of **your motor car** as shown in the **schedule**, and Section 2 (a) of this insurance is applicable;
- j) an amount in excess of the price shown in the manufacturer's last list at the time of the accident in respect of any part of **your motor car** and/or its accessories where such parts or accessories are unobtainable or obsolete in pattern;
- k) loss arising under Section 2 (d) as a result of **your motor car** being removed by a member of **your** family, or in the event of loss of the **motor car** by deception;
- l) loss under Section 2 (a) whilst **your motor car** is being driven or used by any person other than **you** or any person entitled to drive;
- m) an amount of more than £500 inclusive of fitting in respect of any claim for loss of or damage to accessories, spare parts or components not fitted as standard by the manufacturer of **your motor car** provided that such items are included in the value of **your motor car** as shown in the **schedule**;
- n) loss of keys

Section 3 – Personal Injury to You or Your Spouse

We will pay:

£2,000 in all if **you** or **your** spouse (or partner who permanently resides with **you**) suffer accidental personal injury arising from a claim under this insurance.

This cover applies only if the injury, within 3 months of the accident is the sole cause of: death, total and permanent loss of sight in one or both eyes, or the loss of one or more limbs.

Note: *Loss of limb means the permanent physical severance of the limb above the knee or elbow or the permanent irrecoverable loss of use of the limb.*

Section 4 – Windscreen Breakage

We will pay:

The cost of repair or replacement to the windscreen or any window (other than a sun-roof or glass roof panel) including any resultant scratching of bodywork but without further damage occurring to **your motor car**.

A payment under this Section of the **policy** will not affect **your** No Claim Discount entitlement, and will be subject to an **excess** as specified in **your schedule**. This Section of the **policy** is subject to all other terms and conditions applying.

Section 5 – Personal Belongings

We will pay:

Up to £200 in total for accidental loss of or damage to personal belongings while in **your motor car**, provided that there is no liability covered by any other insurance.

What is not covered

We will not pay for:

- a) money, stamps, tickets, documents or securities, jewellery, furs, leather goods, cameras, portable radios, tape or cassette recorders, video and television sets, telephones, cassette tapes, compact/mini discs, mobile telephones, iPods, video cameras, computers of any variety, mp3 players and the like and handheld GPS systems that can be used outside the vehicle;
- b) goods or samples carried in connection with any trade;
- c) tools, other than the manufacturer's specified tool kit as supplied with the car when new;
- d) loss or damage if the **motor car** is unlocked.

General Terms

Territorial Limits/European Union (EU) Compulsory Cover/Foreign Travel

1. **We** will provide the minimum insurance cover necessary to comply with the laws relating to compulsory insurance of motor vehicles (or, if higher, the law applicable had the incident occurred in Great Britain), in the following countries:
 - a) any member of the European Union.
 - b) any other country for which the commission of the European Union is satisfied that arrangements have been made to meet the requirements of the European Union Directives on insurance of civil liabilities arising from the use of motor vehicles.
2. In addition to this minimum cover, **we** will provide the insurance cover shown in **your** current **schedule** in respect of incidents occurring within any country in the **territorial limits**, and during sea, rail or air transit between ports in these countries including the processes of loading and unloading, subject to:
 - a) **your motor car** normally being kept in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
 - b) use of **your motor car** for visits to countries outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands being of a temporary nature, not exceeding 60 days in any one trip.

Customs and Excise Duty

We will also pay for:

- a) Customs and Excise Duty **you** may have to pay after temporarily importing **your motor car** into any country for which **you** have cover, subject to **your** liability arising as a direct result of a claim covered by this **policy**.
- b) General Average Contribution and Salvage and Sue and Labour charges incurred arising out of the transportation of **your motor car** by sea, provided always that:
 - (i) **your motor car** is insured against loss or damage by Section 2 of this **policy**.
 - (ii) the contribution will not be for more than the **market value**, or the value of **your motor car** as shown in the **schedule**, whichever is the lesser amount.

General Terms (continued)

Spanish Bail Bond

If as a direct result of an incident in Spain which is or might be the subject of a claim under this **policy**, either **you** and/or another **insured person** is detained or **your motor car** is impounded by the competent authorities and a guarantee or monetary deposit is required for **your** release, **we** will furnish such a guarantee or deposit not exceeding £1,000 in all.

Immediately the guarantee is released or the deposit becomes recoverable, **you** must comply with all necessary formalities and give **us** all such information and assistance as **we** 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** and/or another **insured person**, **you** must repay such amount to **us** as soon as is reasonably practicable.

Suspension of Cover

If **your motor car** is laid up and out of use in a private garage, and both the **certificate** of insurance and **windscreen insurance disc** are returned to **Islands Insurance**, cover other than for loss or damage covered by Section (2) of this **policy**, may be suspended.

Provided the period of suspension is more than 30 consecutive days, and provided the vehicle is not laid up due to loss or damage that is the subject of a claim under the **policy**, an amount equal to 75% of the premium **you** paid for the period of suspension will be deducted from the following renewal premium. (SEE ALSO ENDORSEMENT 12 - IF APPLICABLE)

Car sharing

If **you** receive payment from passengers as part of a car sharing agreement **we** will not regard this as being the carriage of passengers for hire and reward (or the use of **your motor car** for hiring) provided:

- i) the passengers are not being carried in the course of a business of carrying passengers;
- ii) total contributions received for the journey do not involve an element of profit; and
- iii) **your motor car** is a car not constructed to carry more than 8 passengers.

If **you** have any doubts as to whether any arrangements entered into are covered by the terms of this **policy** **you** should contact **Islands Insurance** as soon as reasonably practicable.

Voluntary service

Any person entitled to drive **your motor car** under this insurance will be covered to use **your motor car** in connection with part-time voluntary services. Out of pocket expenses paid for this use to cover running expenses will not constitute use for hire and reward.

No Claim Discount

Dependent upon whether a claim arises under this **policy** during the period of cover the next renewal premium will be calculated in accordance with **our** scale applicable at that time.

If this **policy** applies to more than one car, **your** No Claim Discount will apply as if a separate **policy** had been issued for each car.

No Claim Discount is not transferable from one person to another.

General Exceptions

What is not covered

These exclusions apply to the whole **policy** unless otherwise stated in a **policy** Section or **endorsement**.

We will not be directly or indirectly liable, (except so far as is necessary to meet the requirements of any compulsory motor insurance legislation), in respect of:

1. any destruction of, or damage to any property or any consequential loss or any legal liability directly or indirectly caused by, contributed to, or arising from:
 - a) **Radioactive contamination:**
 - i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component;
 - b) **War Risks;**

war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or seizure or arrest;
 - c) **Confiscation;**

confiscation or nationalisation or requisition destruction or damage to property by order of any Government or Public or Local Authority;
 - d) **Sonic Bangs;**

pressure waves caused by aircraft and other aerial devices;
2. any agreement entered into by **you** which incurs additional liabilities;
3. any accident, loss or damage when **your motor car** is:
 - a) being used other than in accordance with the Limitations as to Use defined on the **certificate** of insurance or towing a trailer or disabled vehicle except as allowed under Section 1 (e);
 - b) being used by any person who does not hold a full licence to drive **your motor car** or who has held and is not disqualified from holding or obtaining such a licence and is not complying with the conditions of that licence;
4. use within the boundaries of any airport or aerodrome other than within any area designated for general public parking, loading or unloading, and roadways giving access and egress thereto.
5. use on airfields. **We** will not pay claims arising directly or indirectly from any **motor car** being in a place used for the take-off, landing, parking or movement of aircraft, including the associated service roads, refuelling areas, ground equipment parking areas and the parts of passenger terminals of international airports which come within the Customs examination area or any part of airport premises to which the public does not have access to drive their vehicle.
6. any loss or damage occurring from an accident while an **insured person** is driving and as a result that **insured person** is convicted of an offence involving drink or drugs or was driving when under the influence of drink or drugs (whether prescribed or not).

General Conditions

These are the conditions of the insurance that **you** need to meet as **your** part of this contract. If **you** do not meet these conditions, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **your policy** may be avoided.

Note: Further conditions may be added by **endorsement** that can be found on **your current schedule**.

1. Right of Recovery

If **we** have to settle a claim under this **policy** only by virtue of the provisions of the law of any territory in which this **policy** operates, **you** must repay to **us** all sums **we** have paid which **we** would not have been liable to pay but for the provisions of the law.

2. Your responsibilities

You or anyone else seeking the benefit of this **policy** must observe its terms and conditions.

You must do all that **you** reasonably can:

- a) to maintain **your motor car** in good working order and in a roadworthy condition;
- b) to safeguard all property covered by this **policy** from theft, loss or damage;
- c) to prevent injury to other persons or damage to their property;
- d) to comply with relevant statutory requirements and regulations imposed by any authority.

Change of Vehicle

You must tell **Islands Insurance** immediately of any additional or replacement vehicle **you** wish to have insured. If **you** do not tell **us** and a claim arises with the vehicle concerned then this **policy** does not operate. **You** may have to pay an additional premium for either an additional or replacement vehicle and equally **you** may be entitled to a refund of premium for a sold or replacement car.

Change of Details

You must tell **Islands Insurance** of any change to the information **you** have provided to **us** as detailed in **your** Declaration, Statement of Insurance and **your schedule**. Failure to tell **Islands Insurance** of any change may invalidate **your motor car** insurance, prevent **you** from making a claim or affect the amount **you** are able to claim. When **you** inform **Islands Insurance** of any change, they will tell **you** if it affects **your motor car** insurance. **We** may cancel or alter the terms of this **policy** or amend the premium before **your** next renewal or at **your** next renewal:

- (a) **You** must tell **Islands Insurance** before:
 - i. **your motor car** is modified in any way;
 - ii. **you** change **your motor car** or change the registration number of **your motor car**;
 - iii. **you** allow **your motor car** to be driven by anyone who is not already insured to drive it;
 - iv. **your motor car** is taken off the island of Jersey for more than 60 consecutive days.
- (b) **You** must tell **Islands Insurance** immediately if:
 - i. **you** sell or dispose of **your motor car** and **you** must return the current **certificate** and **windscreen insurance disc** to **Islands Insurance**;
 - ii. there is any change to the registered owner of **your motor car**;
 - iii. there is any change to the identity of the main driver of **your motor car**;
 - iv. **you** change **your** postal address or the address at which **your motor car** is usually kept;
 - v. **you** or any driver insured to drive **your motor car** changes occupation;
 - vi. **you** stop being a resident of Jersey;

General Conditions (continued)

- vii. **you** or any driver insured to drive **your motor car** incurs any criminal convictions or sanctions;
- viii. **you** or any driver insured to drive **your motor car** is involved in any incident which could give rise to a claim no matter how trivial the incident;
- ix. **you** or any driver insured to drive **your motor car** have been disqualified from driving, had the entitlement to drive suspended or revoked, or if their driving licence status has changed in any way (e.g. attained a full licence from provisional or had restrictions applied to the licence);
- x. **you** or any driver named to drive **your motor car** changes their name due to marriage or change by deed poll.

3. Duty of Care

Deliberate or Reckless breach of Your Duty of Care

A non-disclosure or misrepresentation is “deliberate or reckless” if:

- (a) in the case of a misrepresentation, **you** knew it was untrue or misleading, or did not care whether it was untrue or misleading;
- (b) in the case of a non-disclosure, **you** knew that the matter to which the non-disclosure related was material to **us**, or did not care whether or not it was material to **us**.

The burden will be on **us** to prove all matters set out in this condition.

Remedy for Deliberate or Reckless breach of Your Duty of Care

If **you** deliberately or recklessly breach **your duty of care** under this insurance contract, this **policy** will be avoided from its start date and no premium will be returned.

Breach of Your Duty of Care which is neither deliberate nor reckless

If **your** breach of **your duty of care** was neither deliberate nor reckless, and had **we** known the information which led to the breach from the start of the **policy** or at the time of its renewal, **we**:

(a) **would not have entered into the contract:**

we will:

- i. charge an additional premium calculated from the start of the period of insurance (the amount charged will be proportionate with the increase in risk);
- ii. apply additional terms from the date **we** discover the breach;

Provided **you** have paid the additional premium **we** requested and agreed in writing to the additional terms, **we** will also:

- iii. pay any valid claims notified to **us** before the date of the discovery of the breach, including any valid claim which led to the discovery of the breach;
- iv. continue to cover **you** on the revised basis for the remaining period of insurance, but **we** may not continue insuring **you** once the **policy** reaches its renewal date.

However there may be certain circumstances where **we** will cancel the **policy** from the start date. These circumstances will include where the breach means **we** or **our** parent company will suffer reputational harm in either the insurance market, the media or amongst **our** customers or trading partners.

If **we** do cancel **your policy** from the start date because of the above, all premiums paid will be returned.

(b) **would have applied different terms:**

we will apply those different terms from the date **we** discover the breach.

(c) **would have charged a higher premium:**

we will charge that additional premium calculated from the start of the period of insurance.

(d) **would have charged a higher premium and applied different terms:**

- i. **we** will charge an additional premium (calculated from the start of the period of insurance); and
- ii. apply additional terms from the date **we** discover the breach.

General Conditions (continued)

4. Claims Requirements

If damage to **your motor car** is covered by this **policy**, please contact **Islands Insurance** immediately so that repairs and other action can proceed without delay. Please refer to “How to make a claim” on Page 6 for the procedure to be followed in the event of an incident.

The payment of claims is dependent on:

Your own observance of the following:

- (a) taking reasonable steps to safeguard against accident, theft, injury, loss or damage and maintaining **your motor car** in a safe and roadworthy condition;
- (b) **your motor car** (or any borrowed vehicle) only being driven or used as permitted by the **certificate**. Regardless of this, when **your motor car** is in the hands of a recognised garage for servicing or repair, the insurance continues to operate to protect **you**;
- (c) reporting in writing to **Islands Insurance** within sixty (60) days full details of any loss, accident or incident irrespective of whether or not a claim may result under this **policy**;
- (d) forwarding to **Islands Insurance** every writ, summons, legal process or other communication in connection with the claim immediately upon receipt;
- (e) giving **Islands Insurance** all necessary information and assistance that they may require;
- (f) not admitting liability or making an offer or promise of payment without **our** written consent;
- (g) notifying the police as soon as reasonably possible of loss or damage caused by theft.

Your recognition of our right:

- (a) to take over and deal with in **your** name the defence or settlement of any claim;
- (b) to take proceedings in **your** name, but at **our** expense, to recover for **our** benefit the amount of any payment made under this **policy**;
- (c) to make to the legal owner or to the hire purchase company any payment for loss or damage if **we** know the **motor car** is owned by someone other than the **Policyholder** or is the subject of a hiring or hire purchase agreement;
- (d) if a claim is not covered by this **policy**, to recover from the **insured person** any payment made solely because of the compulsory insurance law of a country to which this **policy** applies;
- (e) to settle **your** claim on a proportionate basis if **you** have other insurance covering the same loss, damage or liability;
- (f) to remove **your motor car** to a repairer of **our** choice;
- (g) where **we** have accepted a claim but the amount to be paid is in dispute, to refer the matter to an independent arbitrator acceptable to the parties involved; All costs of the arbitration will be at the discretion of the arbitrator who will decide how much each of the parties in dispute must pay and to whom.
- (h) to utilise parts which may not be sourced from the vehicle manufacturer in respect of any repair following a claim under section 2 of this **policy**.

5. Cancellation

We or **Islands Insurance** may cancel this **policy** by sending fourteen days' notice by recorded delivery letter or registered letter to **your** last known address. The **certificate** and **windscreen insurance disc** must be returned to **Islands Insurance** and any refund will be calculated from the date it is received provided there have been no claims in accordance with the Short Period Scale shown.

General Conditions (continued)

Short Period Scale (12 month policies only)

Period not exceeding	Premium Retained	
One Month	20%	
Two Months	30%	
Three Months	40%	
Four Months	50%	
Five Months	60%	
Six Months	70%	
Seven Months	80%	
Eight Months	90%	
Over Eight Months	Full Premium	(SEE ALSO ENDORSEMENT 12 - IF APPLICABLE)

6. Transferring your rights under this policy

This **policy** is a contract personal to **you** and may not be assigned or transferred in any circumstances and no person apart from **you** (or in the case of **your** death **your** legal representative) will have any rights against **us** in respect of the subject matter of this insurance or any rights to receive monies payable either before or after loss and whether admitted or not unless this right has been endorsed on this **policy** and signed by **us**.

Endorsements

Each of the following only applies to **your** insurance if noted as applying in **your schedule**.

ENDORSEMENT NO. 1 EXCLUDING DRIVERS UNDER 21 YEARS OF AGE

We shall not pay for any loss, damage or liability arising whilst **your motor car** is for the purpose of being driven in the charge of any person under 21 years of age other than the person(s) (if any) named under "Particulars" in the **schedule**.

ENDORSEMENT NO. 2 EXCLUDING DRIVERS UNDER 25 YEARS OF AGE

We shall not pay for any loss, damage or liability arising whilst **your motor car** is for the purpose of being driven in the charge of any person under 25 years of age other than the person(s) (if any) named under "Particulars" in the **schedule**.

ENDORSEMENT NO. 3 SPECIAL EXCESS CLAUSE

We shall not pay for the first £ (amount shown in the **schedule**) of a claim or loss, damage or liability arising whilst **your motor car** is for the purpose of being driven in the charge of the person named under "Particulars" in the **schedule**.

ENDORSEMENT NO. 4. PROTECTED NO CLAIM DISCOUNT

If the **Policyholder** is over 25 years of age and has evidence of at least 5 years claim free driving, a Protected No Claim Discount will operate as follows:

- a) The Discount will remain at 60% provided that not more than two claims have been made in the current and preceding 4 periods of insurance or;
- b) if three claims have been made in the current and preceding 4 periods of insurance, the Discount will be reduced to 40% at the next renewal or;
- c) if there have been more than three claims in the current and preceding 4 periods of insurance, the Discount will automatically reduce to nil at the next renewal.

ENDORSEMENT NO. 6 EXCESS (ACCIDENTAL DAMAGE, FIRE & THEFT)

We shall not pay any amount shown in the **schedule** as an **excess** of any claim arising under Section 2 (a), (b), (c) and (d) of this Insurance.

The above is in addition to any other **excess** applicable under this Insurance.

ENDORSEMENT NO. 8 CARAVANETTE

We shall not pay under Section 2 of this Insurance:

- a) in respect of loss of or damage to the contents of **your motor car** other than contents which are the manufacturers standard fixtures or fittings;
- b) for loss of or damage to **your motor car** caused by fire or explosion arising out of the use of cooking or heating equipment, unless **your motor car** is fitted with a fire extinguishing appliance and a fire blanket.

ENDORSEMENT NO. 10 ACCOMPANIED DRIVING

We shall not pay any amount while **your motor car** is being driven by the person(s) specified in the **schedule** of this insurance unless such person is accompanied by at least one of his/her parents or the **insured person** or a qualified driving instructor employed by or owning a recognised driving school or similar organisation or by a person aged 25 or over always subject to the person accompanying the driver having passed the Ministry of Transport Driving Test and who has held a driving licence for at least three years.

Endorsements (continued)

ENDORSEMENT NO. 12 SALE OR REPLACEMENT (SPECIALIST CARS)

In the event of **your motor car** being replaced or sold this **policy** will, subject to **our** acceptance be:

- a) transferred to the new car subject to acceptance and adjustment of the premium or:
- b) cancelled, and if no claim has been made a return of premium will be allowed in accordance with the short period scale shown below:

Short Period Scale

Period not exceeding	Premium Retained
One Month	20%
Two Months	30%
Three Months	45%
Four Months	60%
Five Months	75%
Six Months	80%
Seven Months	85%
Eight Months	90%
Over Eight Months	Full Premium

Suspension of Cover

If **your motor car** is laid up and out of use no rebate will be allowed.

ENDORSEMENT NO. 13 NO CLAIM DISCOUNT DELETED

General Terms, No Claim Discount is deleted and deemed to be inoperative.

ENDORSEMENT NO. 14 LOCKED IN GARAGE OVERNIGHT

Your motor car must be kept in a locked garage between the hours of 9.00 pm and 6.00 am whilst located within half a mile of **your** address as notified to **Islands Insurance**.

ENDORSEMENT NO. 18 EXCESS (ALL SECTIONS)

We shall not pay any amount shown in the **schedule** as an **excess** of any claim arising under all Sections of this Insurance.

The above is in addition to any other **excess** applicable under this Insurance.

ENDORSEMENT NO. 19 FIRE AND THEFT COVER DELETED

Section 2(c) and (d) (Fire and Theft) is deleted and deemed to be inoperative.

ENDORSEMENT NO. 20 EXCLUDING DRIVERS UNDER 30 YEARS OF AGE

We shall not pay in respect of any loss, damage or liability arising whilst **your motor car** is for the purpose of being driven in the charge of any person under 30 years of age other than the person(s) (if any) named under the "Particulars" in the **schedule**.