

Europa General Underwriters (N.I) Ltd

MOTOR FLEET INSURANCE - The Document of Insurance

This is to certify that in accordance with the authorisation granted under the Contract to the undersigned by Europa General Underwriters (N.I) Ltd and in consideration of the premium specified in the Schedule, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions herein or endorsed hereon.

Whereas the Insured named in the Schedule has made to the Underwriters a written proposal and declaration bearing the date specified in the Schedule which is hereby agreed to be the basis of this Insurance and to be incorporated herein.

The Underwriters hereby agree to the extent and in the manner hereinafter provided to indemnify the insured against loss, damage or injury sustained or legal liability for accidents happening during the period of Insurance stated in the Schedule.

In witness whereof this Document of Insurance has been signed for and on behalf of the Underwriters.

Important: Please read this document to ensure that it meets your requirements correctly. If not please return it for correction as soon as possible.

Europa General Underwriters (N.I) Ltd

DEFINITION OF WORDS

Whenever they appear in this Document the following words carry the same meaning if they commence with a capital letter.

Insured Vehicle	means any motor vehicle mentioned by description or registration mark in the Certificate(s) of Motor Insurance which has been delivered to the Document Holder and remains effective.
Motor Coach(es)	means any passenger carrying motor vehicle authorised to carry more than eight passengers
Goods Carrying Vehicle(s)	means any motor vehicle manufactured and used for the carriage of goods.
Motor Car(s)	means any private passenger carrying vehicle with less than eight passenger seats.
Trade Plate(s)	means any valid trade licence plate issued by a Vehicle Licensing Authority.
Hire Car(s)	means any passenger carrying motor vehicle with not more than eight passenger seats and licensed for the carriage of passengers for hire or reward.
Agricultural Vehicle	means any tractor or self-propelled implement used solely for agricultural or forestry purposes.
Special Type	means any motor vehicle constructed to operate primarily as a tool and not designed for the carriage of goods or passengers.
Trailer	means any articulated trailer or semi trailer.
Underwriters	RSA Insurance Ireland Limited
Document Holder	means the person or entity shown as the Document Holder in the Schedule.
Schedule	means the details of the Document Holder, the premium paid, the period of insurance, the Insured Vehicle and cover provided. It also shows any variations of the terms and may be replaced by an amended Schedule when there is a change in any details of the terms.
Motor Cycle(s)	means any Motor Cycle, moped or Motor Cycle and sidecar.

COVER PROVIDED

The cover provided by this Document is shown in the current Schedule and determines which Sections of this Document apply.

COVER PROVIDED	SECTIONS WHICH APPLY
Comprehensive	All.
Third Party Fire & Theft	Section 1 and paragraphs A(2) and A(3) of Section 2, Section 3 and Section 4.
Third Party Only	Sections 1, 3 and 4.
Fire and Theft	Paragraphs A(2) and A(3) of Section 2 and Section 4.
Accidental Damage Fire & Theft	Section 2 and Section 4.

NOTICE CLAUSE

All communications and Notices to Underwriters should be addressed to:

Europa General Underwriters (N.I) Ltd
89/91 Academy Street
Belfast
BT1 2LS
Tel: 028 9032 0190
Fax: 028 9032 1982

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

Europa General Underwriters (NI) Limited Complaints Procedure

Our focus is on the delivery of optimum service to all of our customers but we recognise that things may go wrong occasionally. We take any complaint we receive seriously and aim to resolve our customers' problems promptly.

If you do have cause to complain:-

- (a) Your complaint will be acknowledged promptly
- (b) Once a full investigation of your concerns has been made, we will respond with a decision

Most of our customers' concerns can be resolved quickly but sometimes more detailed enquiries are needed. If this is the case, we will contact you with an update and give you an expected date of response.

If you remain unhappy with the decision you receive from us you can refer the matter to the

Financial Ombudsman Service (FOS).

The FOS will only consider your complaint if you have given us the opportunity to resolve it and you are :-

- a private policyholder,
- a business with a group annual turnover of less than £1 million,
- a charity with an annual income of less than £1 million
- or a trustee of a trust with a net asset value of less than £1 million.

Please follow the steps below. If, however, we do not resolve your complaint within 40 working days, the FOS will accept a direct referral.

Whilst we are bound by the decision of the FOS, you are not. Following the complaint procedure does not affect your right to take legal action.

Please follow this procedure if you are dissatisfied:-

1. In the first instance contact your Insurance Broker with your concerns.
You can write or telephone, whichever suits you and ask your contact to review the problem
2. If you remain unhappy with the decision you receive, please write with full details including policy number and/or claim number to:-

The Operations Director
Europa General Underwriters(NI) Limited
89/91 Academy Street
Belfast
BT1 2LS

3. If you are not satisfied with the way your complaint has been handled you can
Refer your complaint to the Financial Ombudsman Service at:-

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Consumer Information – How we treat the information you give us

Data Protection Notice

Please read the following carefully as it contains information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

Data Protection Act 1998

All personal information supplied by you will be treated in confidence by Europa General Underwriters (N.I) Ltd and will not be disclosed to any third parties except where you consent has been received or where permitted by law. In order to provide you with products and services this information will be held in data systems of Europa General Underwriters (N.I) Ltd.

Motor Insurance Database

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). MID data may be used by the DVLA and DVLNI for the purposes of Electronic Vehicle Licensing and by the Police and/or for preventing and detecting crime. If you are involved in an accident (in the UK or abroad), other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to obtain relevant policy information.

Persons with a valid claim in respect of a road traffic (including citizens of other countries) may also obtain relevant information which is held on the MID.

You can find out more about this at www.miic.org.uk

Fraud Prevention, Detection & Claims History

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the policy;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this. We and other organisations may also search these agencies and databases to:
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

Claims History

Insurers pass information to the claims and underwriting exchange register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-fraud and Theft Register, run by the Association of British Insurers (ABI).

The aim is to help us to check information provided and also to prevent fraudulent claims.

Under the conditions of your policy, you must tell us about any incident (such as an accident or theft)

which may or may not give rise to a claim. When you tell us about an accident, we will pass information relating to it to the registers.

We may search these databases when you apply for insurance, in the event of any incident or claim, or at the time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

How to contact us

On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to:

Data Protection Liaison Officer
Europa General Underwriters (N.I) Ltd
89-91 Academy Street
Belfast
BT1 2LS

SECTION 1 —LIABILITY TO THIRD PARTIES

A. INDEMNITY TO THE DOCUMENT HOLDER AND OTHER PERSONS

If an accident involving the Insured Vehicle or disabled mechanically propelled vehicle attached to the Insured Vehicle or in direct connection with their loading or unloading results in death, bodily injury or damage to property, the Underwriters will indemnify against liability at law for damages and claimant's Law costs:

- (a) the Document Holder,
- (b) any person permitted by the Certificate of Insurance to drive the Insured Vehicle,
- (c) the legal personal representative of any person covered under this Section in the event of his death and in respect of liability incurred by such person,
- (d) at the Document Holder's request any person (other than the person driving) whilst travelling in, getting into or out of the Insured Vehicle.

B. LEGAL FEES AND COSTS, LEGAL REPRESENTATION, MANSLAUGHTER OR CAUSING DEATH BY RECKLESS DRIVING AND EMERGENCY TREATMENT

LEGAL FEES AND COSTS

The Underwriters shall be liable for all costs incurred with their written consent in defending any action of Law which may be brought against the Document Holder in respect of any claim for which the Underwriters may be liable under this Section.

LEGAL REPRESENTATION

The Underwriters will at their own option defend any proceedings triable in a Court of Summary Jurisdiction in the United Kingdom and brought against the Document Holder or any authorised driver or represent the Document Holder before any Coroner or Fatal Inquiry in respect of any accident which may be the subject of indemnity under this Insurance.

MANSLAUGHTER OR CAUSING DEATH BY RECKLESS DRIVING

The Underwriters will, at their own option, pay for legal expenses up to £5,000 in the event of proceedings being taken against the Document Holder or any authorised driver for manslaughter or reckless or dangerous driving causing death where the death in either case may be the subject of indemnity under this Section provided that:

- (1) the Underwriters reserve the right at any time to relieve themselves of any further liability upon payment to the Document Holder of the sum of £5,000 less any expenses already incurred,
- (2) the indemnity granted under this Section shall not apply to any person who is under 25 years of age or to accidents occurring if the Document Holder or any driver is accused of being under the influence of drink or drugs or has previously been convicted of manslaughter or causing death by reckless or dangerous driving but the Underwriters

reserve the right to afford legal defence at their own option. Providing always that the Underwriters may at their own option defend any such proceedings by providing representation by a Solicitor and Counsel for the Document Holder or any authorised driver.

EMERGENCY TREATMENT

The Underwriters will indemnify any person using the Insured Vehicle against liability under the Road Traffic Acts to apply for emergency treatment of injuries caused by or arising out of the use of such vehicle in any territory to which any of such Acts apply.

C. TOWING OF DISABLED VEHICLES

The cover provided by this Section permits the towing of any one disabled mechanically propelled vehicle.

Underwriters shall not be liable for any loss of or damage to property contained therein.

D. UNAUTHORISED MOVEMENT OF THIRD PARTY VEHICLES

The cover provided by this Section extends to apply in respect of liability as defined herein arising out of the unauthorised movement of Third Party Vehicles by drivers permitted by this Insurance to drive the Insured Vehicle.

E. UNAUTHORISED USE OF INSURED VEHICLES

The cover provided by this Section extends to apply in respect of liability as defined herein arising out of the unauthorised use of the Insured Vehicle by any person in the employ of the Document Holder.

F. INCLUDE UNLICENCED DRIVERS WHEN A LICENCE IS NOT REQUIRED BY LAW

The cover provided by this Section extends to apply whilst the Insured Vehicle is being driven by an unlicensed driver when a licence is not required by law provided always that such person is driving on the order of or with the permission of the Document Holder and is of an age to hold a licence applicable to the type of vehicle being driven.

G. INDEMNITY TO PRINCIPALS

The cover provided by this Section extends to indemnify the Document Holder in respect of liability assumed by the Document Holder under an agreement with any person (hereinafter called the Principal) for the execution of works or services or in connection with access to any premises or road in the ownership or occupation of the Principal.

Provided that:

- (a) the Document Holder shall have arranged with the Principal for the conduct and control of all claims for which the Underwriters may be liable by virtue of this endorsement to be vested in the Underwriters,

- (b) the Underwriters shall not be liable by virtue of this endorsement in respect of:
- (1) liability which attaches to the Principal by virtue of an agreement which would not have attached in the absence of such agreement,
 - (2) bodily injury to the Principal for any amount for which the Document Holder would not be liable in the absence of such an agreement,
 - (3) damage to property belonging to or held in trust by or in the custody or control of the Principal for any sum in excess of the amount required to indemnify the Principal,
 - (4) liability which arises other than by reason of the negligence of the Document Holder or an employee of the Document Holder.

H. CROSS LIABILITY CLAUSE

If this Document is issued in the name of more than one party the cover provided by this Section shall apply as if separate Documents had been issued to each of the parties jointly named as the Document Holder but the total liability of the Underwriters for all claims shall not exceed the limits of indemnity stated in this Document.

I. TRAILERS

The cover provided under this Section shall apply to any Trailer owned by or in the custody or control of the Document Holder whilst attached to the Insured Vehicle.

Provided that full details of all such Trailers have been given to the Underwriters cover will also apply whilst detached from the Insured Vehicle and out of use but remaining on or about the Document Holder's premises or whilst temporarily detached during the course of a journey.

EXCEPTIONS OF SECTION 1

The Underwriters will not be liable:

- (1) to pay more than £1,000,000 for damage to property including animals arising out of any one accident or series of accidents arising out of one event. In the event of such damage being caused by a Motor Car this limit is amended too £20,000,000,
- (2) if the death or bodily injury to a person arises out of and in the course of his employment by any person entitled to indemnity under this Section except as required by the Road Traffic Acts or any applicable E.C. Directive
- (3) for death of or bodily injury to any person driving or in charge for the purpose of driving the Insured Vehicle,
- (4) for loss of or damage to any property or animals owned by or in the custody or control of the Document Holder or any person entitled or claiming to be entitled to indemnity under this Section,

- (5) for any claim (other than arising under the provision of the Road Traffic Acts) for loss of or damage to property or animals being conveyed by the Insured Vehicle or any Trailer or owned by or in the care of any person indemnified under this Section,
- (6) for loss of or damage to any load being conveyed by the Insured Vehicle or any Trailer or being loaded onto or unloaded from the Insured Vehicle or any Trailer,
- (7) for death, injury or damage to property arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of the Insured Vehicle by any person other than the Document Holder's driver or other employee,
- (8) for any claims resulting directly or indirectly in misdelivery when loading or unloading the Insured Vehicle,
- (9) for damage to premises belonging to or in the occupation of the Document Holder,
- (10) for any accident arising out of the operation as a tool of any Trailer or Special Type Vehicle except as required by the Road Traffic Acts,
- (11) any accident, injury, loss, damage or any liability of whatsoever nature while the Insured Vehicle is in or on the part of an aerodrome, airport or airfield provided for:
 - (a) the take-off and landing of aircraft and for the movement of aircraft on the surface,
 - (b) aircraft parking aprons including the associated service roads and ground equipment, parking areas and those parts of passenger terminals of an international airport which come within the Customs examination area.
- (12) for death, bodily injury or damage arising out of discharge, spillage, leakage or seepage from any Insured Vehicle unless such discharge, spillage, leakage or seepage is the direct result of a sudden, identifiable, unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the period of Insurance,
- (13) for fines, penalties, punitive or exemplary damages,
- (14) for death, bodily injury, illness, loss or damage when such death, bodily injury, illness, loss or damage arises directly or indirectly out of pollution or contamination unless such pollution or contamination arises as a result of a sudden, identifiable, unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the Period of Insurance.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place. For the purpose of this exception pollution or contamination shall be deemed to mean:

- (a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and,

- (b) all death, bodily injury, illness, loss or damage directly or indirectly caused by such pollution or contamination.

SECTION 2 - LOSS OF OR DAMAGE TO THE INSURED VEHICLE

The Underwriters will indemnify the Document Holder:

- A. against loss of or damage to the Insured Vehicle and its Standard Accessories, Spare Parts or components caused by:
 - (1) accidental damage including malicious damage caused by any person not in the Document Holder's employ,
 - (2) fire, self ignition, lightning or explosion but excluding damage to the part where the fire originated,
 - (3) theft or attempted theft excluding deception,
 - (4) frost (provided that reasonable precautions have been taken).
- B. in respect of the reasonable costs of protection and removal to the nearest competent repairers to the scene of the loss if, as a result of any loss or damage which is Insured by this Section, the Insured Vehicle is disabled,
- C. in respect of the reasonable cost of delivery to the Document Holder after repair in the United Kingdom.

Subject to the consent of any other interested party the Underwriters will at their option pay either:

- (1) for the cost of repair to the Insured Vehicle or
- (2) for the cost of replacement of the Insured Vehicle or
- (3) by way of cash in lieu of repair the amount of the loss or damage.

The maximum amount payable in all under this Section shall not exceed the market value of the Insured Vehicle or the Document Holder's estimate of the value as shown in the Schedule whichever is the less.

EXCEPTIONS TO SECTION 2

The Underwriters shall not be liable for:

- (1) where the Underwriters have agreed to the inclusion of drivers outside the terms of General Condition 2(a) the first amount stated below of any claim under paragraph A(1) above whilst the Insured Vehicle is being driven by or is in the charge of any person who:

AMOUNT	FIRST
(a) is under 21 years of age,	£250
(b) is under 25 but not under 21 years of age,	£175
(c) is 25 years of age or over but who holds a provisional licence to drive the Insured Vehicle or has held a full licence to drive the Insured Vehicle for less than 12 months,	£175
(d) is 25 years of age or over but who has held a full licence to drive the Insured Vehicle for less than 24 months,	£125
(e) does not hold a licence to drive the Insured Vehicle but is driving in circumstances where a licence is not required by law.	£250

The above amounts apply in addition to any other amount for which the Document Holder shall be liable to pay under this Document.

- (2) any loss under paragraph A(3) unless the Insured Vehicle is securely locked and the ignition key removed whilst the Vehicle is unattended,
- (3) loss of use, wear and tear, depreciation, betterment or mechanical or electrical breakdowns,
- (4) damage to tyres caused by the application of the brakes or any punctures, cuts or bursts unless resulting from an accident to the Insured Vehicle,
- (5) failure, breakages or damage to the transmission by the application of the brakes,
- (6) loss or damage to sheets, tarpaulins, tilts or to any container which is not permanently fitted to the Insured Vehicle,
- (7) loss of or damage to tapes, cassettes, compact discs, sound reproduction equipment, video and communications equipment,
- (8) loss of petrol or diesel fuel,
- (9) an amount in excess of the price shown in the manufacturers last price list at the time of the accident in respect of any part of the Insured Vehicle and/or its accessories where such parts or accessories are unobtainable or obsolete in pattern,

- (10) loss or damage to the Insured Vehicle caused by or consequent upon the operation of tipping gear,
- (11) damage to Trailers unless declared to in writing and agreed by the Underwriters,
- (12) diminution of the value of the Insured Vehicle,
- (13) breakages of windscreens or windows.

SECTION 3 - TERRITORIAL LIMITS AND FOREIGN USE

Unless otherwise agreed the Territorial Limits of this Document of Insurance shall apply only within the United Kingdom and the Republic of Ireland including sea transit between the defined countries.

We will provide the minimum indemnity necessary to comply with the Laws relating to the compulsory insurance of motor vehicles in any other member country of the European Union and any other country in respect of which the commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7 (2) of the European Union Directive on insurance of civil liabilities arising from the use of motor vehicles (No. 72/166/CEE).

Subject to the issue of an International Motor Insurance Card (Green Card) and the payment of any additional premium required by the Underwriters full document cover will apply:

- (a) in the Countries for which the Green Card is made valid and when the Insured Vehicle is in sea transit between ports in these Countries including the processes of loading and unloading;
- (b) for the period stated in the Green Card.

PROVIDED ALWAYS that such transit shall be by any recognised sea passage of not longer duration than 65 hours.

PROVIDED ALWAYS that:

- (i) we shall not be responsible for Customs or Excise Duties or Charges;
- (ii) in the case of disablement of the Insured Vehicle by reason of loss or damage, if insured against, the liability of the Underwriters in respect of any reasonable cost of delivery to You after repair, shall be limited to the cost of delivery within the country where the loss or damage is sustained.

SECTION 4 - AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this Document or in an endorsement thereon shall affect the right of any person indemnified by this Document or of any other person to recover an amount under or by virtue of the provisions of the law of any territory in which the Document operates relating to the insurance or liability to Third Parties.

BUT the Document Holder shall repay to the Underwriters all sums paid by the Underwriters which the Underwriters would not have been liable to pay but for the provisions of such law.

GENERAL EXCEPTIONS

The Underwriters will not be liable for:

RADIOACTIVITY

1. loss or destruction of or damage to any property or any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from:
 - (a) ionising radiations or contamination by radioactivity from any 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.

WAR RISKS

2. loss or damage directly or indirectly occasioned by or happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection or military or usurped power except so far as is necessary to meet the requirements of the Road Traffic Acts,

RIOT AND CIVIL COMMOTION

3. any consequence of riot or civil commotion occurring outside Great Britain, the Isle of Man or the Channel Islands, CONFISCATION
4. any consequence of confiscation or nationalisation or requisition destruction of or damage to property by order of any Government or Public or Local Authority,

SUPERSONIC AIRCRAFT

5. loss, destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,

HAZARDOUS GOODS

6. loss or destruction of or damage to any property arising from the carriage of explosives, chemicals, chemical by-products, acids or goods of a generally dangerous, hazardous or inflammable nature.

CONDITIONS

1. GENERAL

- (a) If a claim is not covered by this Document the Underwriters reserve the right to recover from the Document Holder any payment made solely because of the compulsory insurance law of a country to which this Document applies.
- (b) Where the Underwriters have accepted a claim but the amount to be paid is in dispute it is agreed that the matter will be referred to an independent arbitrator acceptable to the parties involved. This does not affect the Document Holder's right to refer also to the Insurance Ombudsman.
- (c) The Underwriters shall be liable only to pay for damages and Claimants' costs and expenses in respect of judgments delivered by or obtained through a Court of competent jurisdiction within and in accordance with the laws of the countries specified under paragraphs A and B of Section 3 of this Document.

For the avoidance of doubt a judgment or order by a Court of jurisdiction recognising or enforcing the order of a foreign court is not treated as a judgement of a Court of competent jurisdiction.

- (d) The Underwriters will only provide the insurance described in the document if:
 - (i) any person claiming indemnity has complied with all its terms conditions and endorsements,
 - (ii) the declaration of any information given on the Proposal Form which has been relied upon by the Underwriters in entering into this Insurance is correct and complete to the best of the Document Holders knowledge and belief,
 - (iii) the Insured Vehicle is being driven in accordance with the terms of the Certificate of Insurance,
 - (iv) the Insured Vehicle is being used in accordance with the Certificate of Insurance.
- (e) This Document will be void and of no effect if:
 - (i) the Proposal or declaration is untrue in any material aspect,
 - (ii) the Document Holder makes a claim that is fraudulent or deliberately exaggerated,
 - (iii) the Document Holder has made a false declaration or statement in support of any

- such claim,
- (iv) the circumstances in which the Document Holder entered into the insurance are altered without the Underwriters consent.
- (f) The Underwriters shall not be liable in respect of any liability attaching by virtue of an Agreement entered into by the Document Holder which would not have attached in the absence of such Agreement.

2. DRIVERS

- (a) The Underwriters shall not be liable for any claim unless the driver of the Insured Vehicle:
 - (i) is licensed to drive the Insured Vehicle,
 - (ii) is fully complying with the conditions or limitations of that licence,
 - (iii) is not disqualified by any Court from driving,
 - (iv) is acting with the Document Holders previously given authority,
 - (v) is not under 25 years of age,
 - (vi) is not over 65 years of age,
 - (vii) has had at least two years driving experience under a full United Kingdom licence applicable to the vehicle being driven.
- (b) The Document Holder shall check the driving experience record and licences of all drivers and prospective drivers before allowing them to drive the Insured Vehicle and exercise reasonable care in the selection and employment of competent and sober drivers.

3. CONDITION OF VEHICLE

- (a) The Document Holder shall take reasonable steps to safeguard against accident, theft, injury, loss or damage to the Insured Vehicle or Trailer and maintain the Insured Vehicle or Trailer in a safe and roadworthy condition. When required by law the Insured Vehicle or Trailer must be covered by a valid Ministry of Transport Test Certificate at the date of any accident, loss or theft.
- (b) The Underwriters shall be at liberty at all times by their duly authorised representative to have free access to examine the Insured Vehicle or Trailer.
- (c) The Underwriters shall not be liable for any accident, injury, loss or damage occurring whilst the Insured Vehicle or Trailer is:
 - (i) knowingly carrying a load in excess of that declared to the Underwriters,
 - (ii) being used in contravention of its Gross Plated Weight,
 - (iv) being used for racing, pacemaking, reliability trial or speed testing and rallying,

- (v) carrying a load in such a way that it is likely to impair the safe driving or control of the Insured Vehicle or Trailer.

4. CANCELLATION

- (a) The Document Holder may cancel this Document at any time by letter and returning the Document and the Certificate(s) of Insurance. Provided this Insurance is an annual contract and that there have been no claims in the current Period of Insurance the Document Holder will be entitled to a return of premium based on short period rates which are as follows:-

Period Not Exceeding	1 Month	2 Months	3 Months	4 Months	5 Months	6 Months	7 Months	More than 7 Months
% of Annual Premium Retained	20%	30%	40%	50%	60%	70%	80%	90%

- (b) The Underwriters may cancel this Document by giving seven days notice by recorded post to the Document Holder's last known address (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland). The Document Holder will be entitled to a pro-rata return of premium upon return of the Document and Certificates of Insurance.

5. CLAIMS PROCEDURE

The Document Holder shall:

- (a) report in writing by way of completion of an Europa General Underwriters (N.I) Ltd Motor Accident or Theft Claim Form to Europa General Underwriters (N.I) Ltd as soon as reasonably possible, full details of any incident which may result in a claim under this Document,
- (b) obtain the names and addresses of all witnesses,
- (c) forward to Europa General Underwriters (N.I) Ltd every writ, summons, legal process or other communication in connection with the claim immediately upon receipt and advise Europa General Underwriters (N.I) Ltd immediately of the time and place of any impending prosecution or Inquest or Fatal Inquiry,
- (d) give Europa General Underwriters (N.I) Ltd the all necessary information and assistance that they may require,
- (e) not admit liability or make any offer or promise of payment without Europa General Underwriters (N.I) Ltd written consent,
- (f) notify the Police as soon as reasonably possible of loss or damage caused by theft or attempted theft or criminal damage,
- (g) in the event of damage to the Insured Vehicle which is covered by this Document, contact Europa General Insurance via their Broker/Agent immediately so that repairs and any other action can proceed with the authority of Europa General Underwriters (N.I) Ltd,
- (h) in the event of a claim being settled on a total loss basis:

- (i) submit to Europa General Underwriters (N.I) Ltd the current Ministry of Transport Test Certificate, Vehicle Registration Document and all ignition keys of the Insured Vehicle and,
- (ii) for single vehicle policies, return the Document and Certificates of Motor Insurance to Europa General Underwriters (N.I) Ltd

The Underwriters:

- (i) may take over and deal with the defence or settlement of any claim in the Document Holder's name,
- (j) may take proceedings in the Document Holder's name, but at the Underwriters expense, to recover for the Underwriters benefit the amount of any payment made under this Document,
- (k) may make to the legal owner or hire purchase company any payment for loss or damage, if the Underwriters know the Insured Vehicle is owned by someone other than the Document Holder or is the subject of a hiring or hire purchase agreement,
- (l) shall not pay for loss, damage or liability covered by any other insurance.