

JMK
Motor
Policy


islands
taking care of tomorrow

Thank you for choosing



Jersey

M J Touzel (Insurance Brokers) Ltd
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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)

Guernsey The Islands' Insurance Brokers Ltd is licensed by the Guernsey Financial Services Commission (GFSC) under the Insurance Managers and Insurance Intermediaries (Bailliwick of Guernsey) Law 2002 as an intermediary for general insurance (reference 13696)

Tokio Marine Kiln Group Limited Policy

NOTES

GENERAL

These Insurance papers consist of this Insurance Document, **Certificate** of Motor Insurance, **Windscreen Insurance Disc** and **Schedule**.

IMPORTANT

Please read these documents carefully. If any detail is incorrect or requires explanation, contact **Islands** immediately.

IN THE EVENT OF AN ACCIDENT PLEASE:

1. Obtain the name and address of as many witnesses as possible.
2. Make careful notes.
3. Do not make any admission of liability.
4. Inform **Islands** at once.

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

Tel: 01534 835383

Monday to Friday 9am – 5pm

Evenings and weekends contact one of **our** Approved Repairers (if damage to **your Motor Car** is covered by this Document) who are listed on our website www.islands.je/motor/recommended-repairers.html

E.U. DISCLOSURE CLAUSE (UK)

NOTICE TO THE DOCUMENT HOLDER

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.

Cooling off period

You are entitled to cancel this contract of insurance by writing to **Islands** within fourteen (14) days of either:

- the date you receive this contract of insurance;
or
 - the start of the period of insurance
- whichever is the later.

INFORMATION YOU HAVE GIVEN US

In deciding to accept this contract of insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this contract of insurance as if it never existed and decline all claims.

If **we** establish that **you** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting its terms and premium **we** may:

- treat this contract of insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- charge **you** more for **your** contract of insurance or reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**;
or
- cancel **your** contract of insurance in accordance with the cancellation condition.

We or **Islands** will write to **you** if **we**:

- intend to treat this contract of insurance as if it never existed; or
- need to amend the terms of **your** contract of insurance; or
- require **you** to pay more for **your** insurance.

Complaints procedure

Our aim is to ensure that all aspects of **your** contract of 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** contract of insurance or the handling of a claim **you** should, in the first instance, contact **Islands**,

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

Tel: 01534 835383

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to the Complaints team at Tokio Marine Kiln Group limited. The contact details are:

Complaints
Tokio Marine Kiln Group Limited
20 Fenchurch Street
London EC3M 3BY
Tel: 020 7886 9000

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, **you** may have the right to refer **your** complaint to the Channel Island Financial Ombudsman (CIFO). You can contact CIFO at PO Box 114, Jersey, JE4 9QG, by email at enquiries@ci-fo.org or online at www.ci-fo.org.

Making a complaint does not affect **your** right to take legal action.

COMPENSATION

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 contract of insurance. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk

DATA PROTECTION

You should understand that any information **you** have provided 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 and handling claims or complaints, if any, which may necessitate providing such information to other parties.

SANCTIONS

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Certain Underwriters at Lloyd's

MOTOR CAR INSURANCE DOCUMENT

This is **your** new Insurance Document which explains the Insurance cover provided. Please examine it together with the **Schedule, Certificate of Motor Insurance and Windscreen Insurance Disc** to make sure **You** have the protection **You** need. It is important that these and any amendments are read together to avoid misunderstanding.

This Document has been issued by **Islands** on behalf of **Certain Underwriters at Lloyd's** under the authority granted by the Delegated Underwriting Byelaw (No 1 of 2004).

If **your** requirements change, please let **Islands** know as your Document is designed for easy amendment or extension.

The subscribing **Underwriters at Lloyd's** obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing underwriters are not responsible for the subscription of any co-subscribing underwriter who for any reason does not satisfy all or part of its obligations.

HOW YOUR INSURANCE OPERATES

Your Motor Car Document is a contract between **Certain Underwriters at Lloyd's** and **You, our Document Holder**. The Document, current **Schedule** and **Certificate of Motor Insurance and Windscreen Insurance Disc** combine to show the extent of **your** Insurance.

The information and statements provided in the proposal form and the declaration which **You** have made have been relied upon by **Islands**, on behalf of **Certain Underwriters at Lloyd's** in entering into this Insurance.

We agree 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 any period of Insurance for which **You** have paid or agreed to pay the premium as is due in connection with your **Motor Car** shown in the **Schedule**.

For and on behalf of Certain Underwriters
at Lloyd's.



Mark Rothery,
Managing Director, Islands

Lloyd's is a member of the Insurance
Ombudsman Bureau.

Definition of words

Wherever certain words are used in this Document and are highlighted by being shown in bold print, they have the same meaning

CERTIFICATE

Your current valid **Certificate** of Motor Insurance which sets out who may drive the car, who may use it and for what purpose.

DOCUMENT HOLDER/YOU/YOUR

The person shown as the **Document Holder** in the **Schedule**. If there is more than one person named in the **Schedule** as the **Document Holder**, this Document applies both jointly and individually, but the total liability of the **Underwriters** for all claims shall not exceed the limits stated in the **Schedule**.

EXCESS

The amount **You** pay towards the agreed cost of any claim for loss, damage, fire or theft (including any young or inexperienced driver excess) as specified in your **Schedule**.

INSURED PERSON

The term **Insured Person** in Section 1 headed 'Liabilities to Third Parties' means:

- a) the **Document Holder**;
- 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

A registered Insurance Broker with the authority to act on behalf of **Certain Underwriters at Lloyd's** in respect of any matter included in this Document.

MOTOR CAR

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

SCHEDULE

The details of the **Document Holder**, the premium paid, the period of insurance, the vehicle, cover and use. It also shows any variations of the terms of the Contract and may be replaced by an amended **Schedule** when there is a change in any detail of the Contract. The **Schedule** is attached to this Document.

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

WE/US/OUR/THE INSURER/ UNDERWRITERS/CERTAIN UNDERWRITERS AT LLOYD'S

Your insurers specified in your **Schedule** of Insurance, your **Certificate** of motor insurance and this policy Document.

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.

Insurance provided

The insurance provided is shown in your current Schedule and this determines which Section(s) of this Document applies.

Insurance Provided	Sections which apply
Comprehensive	All
Accidental Damage	Sections 1, 2, 4 & 6 only are applicable
Third Party Fire and Theft	Sections 1 & 2 (excluding sub-sections (a) and (b) thereof) and 6 only are applicable
Third Party	Sections 1 & 6 only are applicable
Fire and Theft	Section 2 (sub-sections (c) and (d) only are applicable)

TERRITORIAL LIMITS/EUROPEAN UNION (EU) COMPULSORY COVER/FOREIGN TRAVEL

- 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:
 - any member of the European Union.
 - 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.
- 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:
 - your Motor Car** normally being kept in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
 - 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.
 - your Motor Car** not being driven under the terms of Section 1 – Liabilities to Third Parties – paragraph
 - where cover is restricted to Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

3. **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 Document.
 - 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 document.
 - (ii) the contribution will not be for more than the Market Value, or for the **Schedule** value of your **Motor Car**, whichever is the less.
4. If as a direct result of an incident in Spain which is or might be the subject of a claim under this Document, 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 forthwith.

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**, cover may be suspended, except for loss or damage covered by section (2) of this document.

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 Document, 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 - INTERPRETATION

Should **You** carry passengers for social or other similar purposes and receive a contribution to your costs, **We** will not regard this as constituting the carriage of passengers for hire or reward (or the use of the **Motor Car** for hiring) provided that:

- a) the passengers are not being carried in the course of a business of carrying passengers;
- b) the total contributions received for the journey concerned do not involve an element of profit.

NOTE:

If in any doubt whether a car sharing arrangement is covered by **your** motor insurance **You** should immediately seek confirmation from **Islands**.

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 **Underwriters'** 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), whilst the **Document Holder** is 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. **Underwriters** 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.

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

- a) damage caused by an **Insured Person** to his own property or property which is in his 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** vehicle is damaged beyond economic repair, **Islands** require the immediate return of the **Certificate** and **Windscreen Insurance Disc** and they reserve the right to decide whether the insurance can continue on a replacement vehicle.

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 for the Schedule Value of your Motor Car whichever is the less.

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 Insured 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

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 (but see 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 **Schedule** value, and Section 2 (a) of this insurance is applicable;

Section 2 - Loss of or Damage to Your Motor Car (cont)

We will pay: (Cont)

then **we** will pay the cost of replacing **your Motor Car** (subject to availability) with a new **Motor 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 **Document Holder** after repair within the Territorial Limits of the document, subject to any dual insurance that may exist.

We will not pay for: (Cont)

- 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 **Schedule** value;
- 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 suffer accidental injury arising from a claim under this insurance which results in death, or loss of limb or permanent sight of eye, within three months of the accident date.

Section 4 - Windscreen breakage

We will pay:

The cost of breakage 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 Document will not affect your NO CLAIMS DISCOUNT entitlement, and will be subject to an **Excess** as specified in **your Schedule**. This Section of the document is subject to all other terms and conditions applying.

The expression "breakage" means a breakage or series of breakages arising from one incident.

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.

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 unattended or unlocked.

Section 6 - No Claim Discount

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

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

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

General Conditions

1. If damage to **your Motor Car** is covered by this Document, please contact **Islands** immediately so that repairs and other action can proceed without delay. Page 1 of this document confirms the procedure to be followed in the event of an accident.
2. 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** within sixty (60) days full details of any loss, accident or incident irrespective of whether or not a claim may result under this document;
- d) forwarding to **Islands** every writ, summons, legal process or other communication in connection with the claim immediately upon receipt;
- e) giving **Islands** 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 Document;

- 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 **Document Holder** or is the subject of a hiring or hire purchase agreement;
 - d) if a claim is not covered by this Document - to recover from the **Insured Person** any payment made solely because of the compulsory insurance law of a country to which this Document 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;
 - 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 Document.
3. **You** must tell **Islands** immediately of any additional or replacement **Motor Car** you wish to have insured. If **you** do not tell **us** and a claim arises with the **Motor Car** concerned then this Document does not operate. You may have to pay an additional premium for either an additional or replacement **Motor Car** and equally **You** may be entitled to a refund of premium for a sold or replacement car. **Your** entitlement to and the amount of any additional or refund of premium will depend on the period remaining to renewal from the effective date of the change and whether there have been any claims prior to the change.
 4. **You** may cancel this Document at any time by letter and returning the **Certificate** of Insurance and **Windscreen Insurance Disc**. **We** or **Islands Insurance** may cancel this Document by sending seven 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** 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.

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)

5. **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 Document 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.

6. **You** must tell **Islands** 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** 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** of any change, they will tell **you** if it affects **your** **Motor Car** insurance. **We** may cancel or alter the terms of this Document or amend the premium before **your** next renewal or at your next renewal:

a) **You** must tell **Islands** 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** immediately if:

- i. **you** sell or dispose of **your** **Motor Car** and **you** must return the current **Certificate** and **Windscreen Insurance Disc** to **Islands**;
- 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;

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.

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

General Exceptions

This Document does not cover:

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 license to drive **your Motor Car** or who has held and is not disqualified from holding or obtaining such a license and is not complying with the conditions of that license;

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 with the Customs examination area or any part of airport premises to which the public does not have access to drive their vehicle

Endorsements

Subject otherwise to the terms, exceptions and conditions of this Insurance, it is hereby declared and agreed that those Endorsements printed below whose numbers appear in your **Schedule** will apply:

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 Document Holder 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. 7 DRINK &/OR DRUGS CLAUSE

In the event of an accident occurring whilst the **Insured Person** is driving and as a result of which it is proved to **our** satisfaction that the **Insured Person** was driving under the influence of drink or drugs, **our** liability in respect of such accident shall be limited to that required by the Road Traffic Acts.

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 makers 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.

Endorsements (cont)

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 license for at least three years.

ENDORSEMENT NO. 12 SALE OR REPLACEMENT (SPECIALIST CARS)

In the event of **your Motor Car** being replaced or sold this Document 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 our short period scale shown below:

Short Period Scale

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

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

Section 6 (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**.

