



***Underwriting Agency***

## ***CompuCoach***

***Coach & Minibus***

*Insurance Policy*

**Underwritten by**



# Coach & Minibus Policy

## Underwritten by Jubilee Motor Policies at Lloyd's

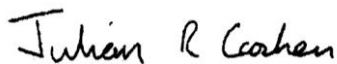
The proposal form which has been signed by the Insured or the statement of insurance confirmed by the Insured has been relied upon by Jubilee Motor Policies at Lloyd's and is the basis of this insurance contract. In consideration of the premium paid by the Insured Jubilee Motor Policies at Lloyd's will provide insurance against any such liability loss or damage that may occur and is directly sustained in connection with the Insured Vehicle described in the Schedule during any Period of Insurance in accordance with the terms exceptions and conditions set out in this Policy.

The Insured must notify Jubilee Motor Policies at Lloyd's immediately of any changes which may affect the risk. Failure to do so could result in the insurance NOT being valid.

Jubilee Motor Policies at Lloyd's has entered into a written form of Authority dated the first day of January in the year shown on the attached Schedule which bears the Seal of Lloyd's Policy Signing Office and which empowers Jubilee Motor Policies at Lloyd's to sign and issue this Policy.

For and on behalf of The Underwriters subscribing to Syndicate 1231 at Lloyd's.

Authorised Insurers.



Julian R Cashen  
Underwriter

Fleet Version JMP1CM –  
Issue Date: 01/01/2008

Jubilee Motor Policies at Lloyd's is managed by:  
Jubilee Managing Agency Limited  
Registered address  
Sidcup House  
Station Road  
Sidcup  
Kent DA15 7EX

### Important Notice to the Insured

**Please read this Policy in conjunction with the Schedule, Certificate of Motor Insurance and any Endorsements to ensure that it is in accordance with your requirements and that you understand its terms and conditions. Your Broker should be contacted immediately if you have any queries relating to your cover**

**Please Note** Your attention is drawn to the following: -

**Market Value** The maximum amount payable in all under Section 2 for any one incident shall not exceed the Market Value of the Insured Vehicle immediately prior to such loss or damage or the Insured's estimate of value of the Insured Vehicle (where appropriate) as declared to The Underwriters whichever is the lower amount.

**Keys** If you leave your Insured Vehicle unlocked or the keys in the Insured Vehicle and it is lost, stolen or damaged by theft or attempted theft, Policy cover will not operate.

**Drivers** It is your responsibility to ensure that all drivers of your vehicle hold a valid driving licence of the class required to drive your vehicle. Failure to do so may invalidate your cover.

**Data Protection** 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 purpose of Electronic Vehicle Licensing and by the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy 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 pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

You can find out more about this from us, or at [www.miic.org.uk](http://www.miic.org.uk)

**Jurisdiction** Unless it has been agreed otherwise between both parties this insurance is governed by English Law.

## **DEFINITIONS**

### **The Underwriters**

Jubilee Motor Policies at Lloyd's

### **Insured**

The person or party named in the Schedule and the Certificate of Motor Insurance

### **Policy**

This document including the Schedule, Certificate of Motor Insurance and any Endorsements which provide details of the Insured and the insurance cover

### **Schedule**

The document containing specific details of the Insured and insurance cover relating to this Policy

### **Period of Insurance**

The duration of the Policy as shown in the Schedule and Certificate of Motor Insurance

### **Endorsement**

A change of or amendment to the terms of this insurance which is attached to the Policy and activated by the Schedule

### **Insured Vehicle**

Any motor vehicle (including any Private Car) mentioned by description or registration mark on the Certificate of Motor Insurance and in the Schedule

### **Private Car**

Any private passenger carrying vehicle with less than eight passenger seats

### **Certificate of Motor Insurance**

The document required by the relevant road traffic legislation to certify the existence of the minimum compulsory insurance and which describes the Insured Vehicle, who may drive and the purpose for which it may and may not be used

### **Market Value**

The cost of replacing the Insured Vehicle with a vehicle of similar make, model, age and condition immediately preceding the loss or damage

### **Excess**

The first part of any claim for which the Insured is responsible

### **Trailer**

Any articulated or semi trailer primarily constructed to be towed by a motor vehicle

**Definitions continued...**

**Terrorism**

The use or threat of action where-

- 1)
  - (a) the action falls within subsection 2) below
  - (b) the use or threat is designed to influence the government or to intimidate the public or a section of the public and
  - (c) the use or threat is made for the purpose of advancing a political religious or ideological cause
  
- 2) action falls within this subsection if it-
  - (a) involves serious violence against a person
  - (b) involves serious damage to property
  - (c) endangers a persons life other than that of the person committing the action
  - (d) creates a serious risk to the health or safety of the public or a section of the public or
  - (e) is designed seriously to interfere with or seriously to disrupt an electronic system
  
- 3) The use or threat of action falling within subsection 2) which involves the use of firearms or explosives is terrorism whether or not subsection 1) (b) is satisfied
  
- 4) In this section-
  - (a) "action" includes action outside the United Kingdom
  - (b) a reference to any person or to property is a reference to any person or to property wherever situated
  - (c) a reference to the public includes a reference to the public of a country other than the United Kingdom and
  - (d) "the government" means the government of the United Kingdom or of a part of the United Kingdom or of a country other than the United Kingdom
  
- 5) A reference to action taken for the purposes of terrorism includes a reference to action taken for the benefit of a proscribed organisation

## **COVER PROVIDED**

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

1. Comprehensive: All Sections
2. Third Party Fire and Theft: Sections 1, 2, (but limited to loss or damage solely in respect of fire, theft or attempted theft), 4 and 8
3. Third Party Only: Sections 1, 4 and 8

## **Section 1 - Liability to Third Parties**

The Underwriters will indemnify the Insured against all sums which the Insured becomes legally liable to pay in respect of

- (i) death of or bodily injury to any person
- (ii) damage to property not the property of the Insured

arising out of an accident in connection with

- (i) the Insured Vehicle
- (ii) the loading or unloading of the Insured Vehicle except where such loading and unloading is being undertaken outside the limits of the highway by anyone other than the driver or attendant of the vehicle

### **Limit of Liability**

The liability of The Underwriters in respect of damage to property not the property of the Insured including all consequences of that damage, which results from an accident or series of accidents arising out of one event shall be limited to

- (i) £20,000,000 in respect of any Private Car
- (ii) £5,000,000 in respect of any other Insured Vehicle

### **Legal costs and Expenses**

In respect of any event which may be the subject of indemnity under this Section The Underwriters at their discretion will pay

- (i) solicitors' fees for representation at a Coroner's Inquest or Fatal Accident inquiry
- (ii) the cost of legal services for defending a charge of manslaughter or causing death by dangerous driving
- (iii) any other reasonable costs or expenses incurred in connection with an incident which may give rise to a claim under this Section

The Underwriters retain the right to appoint a solicitor of their choice

### **Indemnity to Other Persons**

The Underwriters will also indemnify under this Section

- (i) any person permitted to drive on the effective Certificate of Motor Insurance while driving the Insured Vehicle on the Insured's order or with the Insured's permission
- (ii) at the request of the Insured any person other than the driver travelling in or entering or leaving the Insured Vehicle
- (iii) in the event of the death of any person entitled to indemnity under this Section that person's legal personal representatives
- (iv) the owner of any Insured Vehicle loaned or hired to the Insured
- (v) any person with whom the Insured has entered into a contract ('the Principal') provided that
  1. the Insured shall have arranged with the Principal for the conduct of all claims to be vested in The Underwriters
  2. The Underwriters will not be liable in respect of death bodily injury or damage arising from the negligence of anyone other than the Insured or an employee of the Insured
  3. the Principal is not entitled to indemnity under any other policy
  4. the Principal observes and is bound by the terms conditions and exceptions of this Policy

## **Cross Liability**

If this Policy is issued in the name of more than one party the cover provided by this Section shall apply as if separate Policies had been issued to each of the parties jointly named as the Insured but the total liability of The Underwriters for all claims shall not exceed the limit of indemnity stated in this Policy

## **Contingent Liability**

The Underwriters will indemnify the Insured and no other person in the terms of this Section whilst any employee of the Insured is using a vehicle other than an Insured Vehicle on the Insured's business

The Underwriters shall not be liable

- i) if there is any other insurance covering the same liability
- ii) for loss or damage to such vehicle

## **Emergency Treatment**

The Underwriters will indemnify the Insured in respect of liability under the relevant road traffic legislation to pay for emergency treatment fees arising out of an accident in connection with the Insured Vehicle

## **Unauthorised Movement of Third Party Vehicles**

The Underwriters will indemnify the Insured in the terms of this Section in respect of the movement without the consent of the owner of any vehicle not the property of the Insured by an employee of the Insured to allow legitimate passage of the Insured Vehicle during the course of the Insured's business

## **Unauthorised Use**

Notwithstanding General Exception 1 The Underwriters will indemnify the Insured and no other person in the terms of this Section whilst the Insured Vehicle is being driven without the Insured's consent by any employee of the Insured

## **Towing Disabled Vehicles**

The Underwriters will indemnify the Insured under the terms of Section 1 whilst the Insured Vehicle is being used for the purpose of towing one mechanically disabled vehicle provided that

- (i) the vehicle is not towed for reward
- (ii) The Underwriters will not be liable in respect of damage to the towed vehicle or property being conveyed in or on such vehicle

## **Exceptions to Section 1**

The Underwriters shall not be liable

- (i) to indemnify any person driving unless that person holds a valid licence to drive the Insured Vehicle or has held and is not disqualified from holding such a licence except where the Insured Vehicle is being driven under circumstances where a licence is not required by law
- (ii) under this Section in respect of death or bodily injury to the person driving or in charge for the purpose of driving the Insured Vehicle
- (iii) for loss or damage to the Insured Vehicle or any Trailer or disabled mechanically propelled vehicle attached to it or for loss of or damage to property belonging to or in the custody and control of the Insured or the person driving the Insured Vehicle
- (iv) for death of or bodily injury to any person arising out of or in the course of their employment by the Insured except as is necessary to meet the requirements of any road traffic legislation

## **Section 2 – Loss of or Damage to the Insured Vehicle**

The Underwriters will indemnify the Insured against loss of or damage to the Insured Vehicle (including its accessories and spare parts while therein or thereon) caused by

- (i) accidental means including malicious damage by any person not an employee of the Insured
- (ii) fire
- (iii) theft or attempted theft

By at their own option repairing or replacing the Insured Vehicle or paying the amount of the loss or damage

### **Claims Settlement**

The maximum amount payable by The Underwriters in respect of loss or damage to the Insured Vehicle shall be the Market Value of the Insured Vehicle immediately prior to such loss or damage or the Insured's estimate of value of the Insured Vehicle (where appropriate) as declared to The Underwriters whichever is the lower amount

If to the knowledge of The Underwriters the Insured Vehicle is the subject of a hire purchase agreement such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to The Underwriters in respect of such loss or damage

### **Excess Clause**

The Underwriters shall not be liable for the amount of the Excess shown in the Schedule

### **Young or Inexperienced Drivers Excess**

If loss or damage occurs to the Insured Vehicle whilst being driven by or in the care custody or control of any person of less than 21 years of age or with less than 12 months continuous driving experience under a full licence applicable to the Insured Vehicle being driven or holds a provisional licence The Underwriters will impose an additional Excess as detailed in the Schedule as an endorsement

This Excess will apply in addition to any other Excess applicable to this Policy

### **Recovery and Redelivery**

If the Insured Vehicle is disabled as a result of loss or damage insured under this Policy The Underwriters will bear the reasonable cost of protection and removal to the nearest competent repairers

The Underwriters will also pay the reasonable cost of redelivery to the Insured after the repair of such loss or damage

## **Replacement with New Car**

If within 12 months of first registration as new any Private Car which is purchased new by the Insured and is owned by the Insured or held from new by the Insured under a hire purchase leasing or contract hire agreement is

- (i) lost by theft and not recovered within 28 days or
- (ii) subject of damage covered under this Policy to the extent that the cost of repairs exceed 50% of the list price (including tax) of the Private Car at the time of such damage

The Underwriters will with the consent of the Insured and any other interested party replace the Private Car with a new car of the same manufacture and model subject to the availability thereof and The Underwriters shall become entitled to possession and ownership of the lost or damaged car

If a replacement Private Car of the same manufacture and model specification is not available then the maximum amount payable by The Underwriters will be the amount shown in the purchase receipt of the Private Car including its accessories after any applicable discounts but not including the Road Fund Licence or VAT

## **Theft of Keys**

In the event of the theft of the car keys or lock transmitter of any Private Car The Underwriters will pay for the replacement of

- (i) the door locks and/or boot lock
- (ii) the ignition steering lock
- (iii) the lock transmitter and/or central locking interface

Provided that the total liability of The Underwriters shall be limited to £500 in respect of any one occurrence

## **Exceptions to Section 2**

The Underwriters will not be liable for

- (i) loss of use depreciation or wear and tear or any part of the cost of repair that leaves the Insured Vehicle in a better condition than before the loss or damaged occurred
- (ii) any reduction in market value following repair
- (iii) mechanical or electrical electronic or computer failures breakdowns or breakages
- (iv) damage to tyres by the application of brakes or by punctures cuts or bursts
- (v) loss of the Insured Vehicle where possession is obtained by misrepresentation or deception
- (vi) any cost in excess of the manufacturers last list price at the time of the accident in respect of any part of the Insured Vehicle which is unobtainable or obsolete
- (vii) loss or damage of the Insured Vehicle or its contents by theft or attempted theft unless the ignition key has been removed from the Insured Vehicle and the Insured Vehicle is locked and the windows and sunroof have been secured
- (viii) audio visual recording or reproduction equipment and communication equipment permanently fitted to the Insured Vehicle over a limit of £250 (subject to the Excess shown in the Schedule) and not being the manufacturers standard equipment fitted at first registration

### **Section 3 – Windscreen**

The Underwriters will indemnify the Insured in respect of breakage of glass in the windscreen or windows or any scratching of the Insured Vehicles bodywork resulting solely and directly from such breakage

This is subject to the Excess shown in the Schedule

### **Section 4 – Trailers**

The cover provided under this Policy as specified in the Schedule shall be operative in respect of

(a) Specified Trailers

Any Trailer owned by the Insured or for which the Insured is legally responsible and in respect of which details have been provided to The Underwriters provided that

- (i) such Trailer remains at all times in the Insured's care custody and control
- (ii) where detached such Trailer is kept in a secure and protected environment

(b) Unspecified Trailers

Any Trailer owned by the Insured or for which the Insured is legally responsible while such Trailer is attached to the vehicle provided that

- (i) such Trailer is not attached to any Vehicle which is not covered under this Policy
- (ii) no cover other than that afforded to the Vehicle shall apply to any Trailer attached to the Vehicle

Provided that

- (i) no greater number of Trailers is drawn than that permitted by law
- (ii) that there is no other insurance in force covering the same liability loss or damage

### **Section 5 – Personal Accident**

In the event of any permitted driver sustaining bodily injury as a result of an accident in direct connection with an Insured Vehicle which results within 3 months in

- (i) death
- (ii) permanent loss of sight in one or both eyes
- (iii) loss of one or more limbs by physical severance at or above the wrist or ankle

The Underwriters will pay a maximum of £5000 to the driver so injured or to that person's legal representative

This Section does not apply

- (i) in respect of any person under 17 or over 70 years of age
- (ii) in respect of death or bodily injury resulting from contributed to or accelerated by suicide or the abuse of alcohol or drugs

## **Section 6 – Personal Effects**

The Underwriters will indemnify the Insured against loss of or damage to rugs clothing and personal effects while in or on the Insured Vehicle by fire theft or accidental means or at the request of the Insured The Underwriter will indemnify the owner of the property so lost or damaged

Provided that the total liability of The Underwriters shall be limited to £250 in respect of any one occurrence

The Underwriters will not be liable in respect of loss of or damage to

- (i) money stamps tickets documents or securities
- (ii) tapes cassettes or compact discs
- (iii) goods or samples being carried in connection with any trade or business
- (iv) tools or equipment being carried in connection with any trade or business
- (v) or theft of any property from an open top or convertible vehicle unless in a locked boot or compartment

## **Section 7 – Medical Expenses**

In the event of any permitted driver or any passenger sustaining bodily injury as a result of an accident in direct connection with the Insured Vehicle The Underwriters will pay to the Insured or at their option to such injured person(s) the medical expenses in connection with such injury up to the sum of £250 in respect of each person injured

## **Section 8 – Territorial Limits**

The cover provided under this Policy applies in respect of Insured Vehicles registered in the United Kingdom as described in the Certificate of Motor Insurance in respect of accidents occurring

- (i) in Great Britain Northern Ireland the Isle of Man and the Channel Islands;
- (ii) in any other country that is a member of the European Union;
- (iii) in any other country which has made arrangements which meet the insurance conditions of and is approved by the commission of the European Union and for which The Underwriters have agreed to issue cover; and
- (iv) during transit (including loading and unloading) between such countries by a recognised air, sea or motor-rail route not exceeding 65 hours

## **Section 9 – General Average and Salvage**

The Underwriters will indemnify the Insured against General Average Contribution Salvage Sue and Labour charges incurred and any Customs Duty arising out of the transportation of the Insured Vehicle by sea

Provided that

- (i) the Insured Vehicle is insured against loss or damage by Section 2 of this Policy
- (ii) any contribution relates to the value of such Insured Vehicle

## General Exceptions

The Underwriters shall not be liable in respect of

1. any accident injury loss or damage arising out of the Insured Vehicle being
  - (a) used for any purpose not permitted by the effective Certificate of Motor Insurance or the Schedule
  - (b) driven by any person not described in the effective Certificate of Motor Insurance or the Schedule
  - (c) driven by any person unless that person has a valid licence to drive the Insured Vehicle or has held and is not disqualified from holding such a licence except where the Insured Vehicle is being driven under circumstances where a licence is not required by law
2. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such an agreement
3.
  - (a) loss destruction of or damage to any property whatsoever or any resulting loss expense or any other consequential loss
  - (b) any legal liability of whatsoever nature  
directly or indirectly caused by or contributed to or arising from
    - (i) ionising radiation or contamination by radioactivity from any irradiated 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 nuclear component thereof
4. any accident injury loss or damage arising during or in consequence of riot or civil commotion occurring in Northern Ireland or anywhere outside of Great Britain Isle of Man or the Channel Islands
5. any consequence of war invasion act of foreign enemy hostilities (whether war has been declared or not) civil war rebellion revolution insurrection or military or usurped power or Terrorism
6. any accident, injury, loss, damage or liability arising in connection with any vehicle being used "Airside"  
  
"Airside" shall mean that part of an aerodrome or airport provided for the take off and landing of aircraft and for the movement of aircraft on the surface aircraft parking aprons including the associated service roads and ground equipment areas and/or those parts of passenger terminals which come within the Customs examination area  
  
except as is required by any road traffic legislation
7. liability loss or damage arising out of the operation as a tool of trade of the vehicle or any plant forming part of or attached to the Vehicle
8. any accident injury loss or damage arising out of the Insured Vehicle being used for racing pacemaking reliability trials speed testing of use in connection with motor rallies competitions or trials
9. any person claiming indemnity if that person is entitled to indemnity under any other insurance
10. loss of use of the Insured Vehicle or any resultant consequential loss
11. any loss damage or liability arising from pollution or contamination howsoever caused
12. any loss damage or liability arising out of any misdelivery or any spillage leakage or discharge from the Insured Vehicle howsoever caused

13. any loss damage or liability whilst the Insured Vehicle is being driven or used for the carriage of explosives chemicals chemical by-products acids or goods of a generally dangerous or inflammable nature
14. any loss damage or liability whilst the Insured Vehicle is being driven or used for conveying a load in excess of that for which it was constructed or in excess of the maximum carrying capacity of the Insured Vehicle or while any load is being conveyed in an unsafe condition
15. any fines penalties punitive or exemplary damages

## **General Conditions**

### **1. Insured's Duty**

It is a condition precedent to liability under this Policy that all information provided by the Insured is true to the best of the Insured's knowledge and belief and the Insured shall at all times observe and fulfil the terms and conditions of this Policy.

If the Insured or any person claiming to be indemnified under this Policy makes a claim that is false grossly exaggerated or fraudulent in any way or makes a false declaration or statement in support of such claim this Policy shall be void and of no effect and The Underwriters shall be entitled to recover from the Insured all sums paid under this Policy and the premium paid shall be forfeited

### **2. Claims Procedure**

The Insured or his legal representative shall give notice in writing to The Underwriters as soon as is practicable of any accident loss or damage which may be the subject of indemnity under this Policy with any particulars thereof

Every claim form writ summons legal process or other communication relating to a claim shall be forwarded to The Underwriters immediately upon receipt

No admission offer promise payment or indemnity shall be given by or on behalf of The Underwriters or any person claiming to be indemnified without the written consent of The Underwriters who shall be entitled if they so desire to take over and conduct in the name of the Insured or of such person the defence of any claim or to prosecute in the name of the Insured or of such person the defence or settlement of any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured and such person shall give all such information and assistance as The Underwriters may require

### **3. Cancellation**

The Underwriters may cancel this Policy by sending seven days' notice to the Insured's last known address and in the case of Northern Ireland to the Department of the Environment for Northern Ireland and in such event will return to the Insured the premium less the proportionate part thereof for the period the Policy has been in force

The Insured may cancel this Policy at any time by returning the Certificate of Motor Insurance to The Underwriter and provided no claim has arisen in the then current period of insurance the Insured shall be entitled to a return of the premium paid less premium at The Underwriter's short period rates for the time the Policy has been in force calculated from the date on which the Certificate of Motor Insurance is returned to The Underwriters

The Underwriters short period rates are available on request

### **4. Other Insurance**

If at the time any claim arises under this Policy there is any other existing insurance covering the same loss liability or damage The Underwriters shall not be liable to pay more than their rateable proportion of any loss damage compensation costs or expense

### **5. Care of the Vehicle**

The Insured shall take and cause to be taken all reasonable steps to safeguard from loss or damage the Insured Vehicle and keep it in a roadworthy condition and The Underwriters shall have at all times free access to examine the Insured Vehicle. The Insured Vehicle must be issued with a valid Ministry of Transport Test Certificate and / or plating certificate where applicable

## **6. Supply of Insured Vehicle Information**

The Insured or his legal representative shall supply such details of any Insured Vehicle to meet the requirements of any legislation applicable in Great Britain and Northern Ireland for entry on the Motor Insurance Database

## **7. Right of Recovery**

The Underwriters reserve the right to recover from the Insured all sums paid by The Underwriters because of the requirements of any law if The Underwriters would not have been liable for those payments by the terms and conditions of this Policy

## **Complaints Procedure**

It is our aim to provide a high level quality of service at all times.

If, for whatever reason, you feel that we have not maintained a satisfactory level of service then you should contact us immediately at the following address stating your Policy number shown on the schedule and the reason for your concern:

The Fleet Underwriter  
Jubilee Motor Policies at Lloyd's  
Sidcup House  
Station Road  
Sidcup  
Kent  
DA15 7EX

If your concern is regarding a claim then you should write to The Claims Manager quoting the Policy number and the claim number to the following address:

Jubilee Motor Policies at Lloyd's  
Sidcup House  
Station Road  
Sidcup  
Kent  
DA15 7EX

If you are still unable to resolve the situation and wish to make a complaint, then you can do so at any time by contacting the Complaints Department at Lloyd's at:

Complaints Department  
Lloyd's  
One Lime Street  
London  
EC3M 7HA  
Tel: 020 7327 5693  
Fax: 020 7327 5225  
Email: [Complaints@Lloyds.com](mailto:Complaints@Lloyds.com)

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service

Further details will be provided at the appropriate stage of the complaints process