

MOTOR POLICY

The Insured has supplied and agreed information supplied via the Booking Form which has been relied on by Liberty Syndicates (4472), and forms the basis of this insurance contract. The Insurer will provide insurance against any liability loss or damage in accordance with the terms exceptions and conditions set out in this Policy during any Period of Insurance for which the Insured has paid or agreed to pay the premium.

The Policy, Booking Form and Certificate of motor insurance will be read together as one contract.

The Insured must notify Liberty Syndicates (4472) and/or their representatives immediately of any changes which may affect the risk. Failure to do so could result in the insurance NOT being valid.

This Policy has been issued by Liberty Syndicates (4472) under the authority granted by the Lloyd's Underwriting Byelaw 2003.

Signed for and on behalf of the Underwriters subscribing to Syndicate 4472 at Lloyd's of London Authorised Insurers.



Matthew Moore
Chief Underwriting Officer

Important Notice to the Insured

Please read this Policy in conjunction with the Booking Form and Certificate of Motor Insurance to ensure that it is in accordance with your requirements and that you understand its terms and conditions.

This Policy does not prohibit the Insured Owner of the Vehicle from lending the Insured Vehicle to the Insured Driver(s) for reward.

Queries relating to this insurance should be directed to WhipCar as the Master Policyholder.

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 (as defined in the Policy) of the Insured Vehicle immediately prior to such loss or damage or your estimate of value of the Insured Vehicle (where appropriate) as last declared to the the Insurer whichever is the lower amount.

Keys:

If you leave the 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 the vehicle hold a valid driving licence of the class required to drive the vehicle. Failure to do so may invalidate your cover.

Cancellation Charges

The Insured Driver(s) may cancel this policy at any time by returning the certificate of motor insurance. However, because of the short period nature of this insurance there will be no refund of the premium.

Because of the electronic delivery, we regret that, once an insurance certificate has been issued, the details of the cover, such as the insurance period, or the registration number, cannot be changed.

Data Protection Act Notification:

Data and personal data will be held and processed in compliance with the Insurer's statutory obligations under the Data Protection Act 1998. You should also note the following important information:

- The Data Controller is Liberty Syndicate Management Limited (trading as Liberty Syndicates) ("the Insurer").
- The Insurer and associated companies may use the personal data that you supply for the purposes of insurance administration. The data may be disclosed to the Insurer and regulatory bodies such as the Financial Services Authority (FSA) for the purposes of administering and regulating your insurance. Your information may also be used for offering renewal, conducting research, statistical purposes and crime prevention. The

Insurer may share these details with other insurance organisations (such as loss adjusters and investigators) to assist in handling claims.

- Your personal details may be transferred to countries outside of the EU. They will at all times be held securely and handled with the utmost care in accordance with all applicable principles of English law.
- We will store your details but will not keep them for any longer than necessary. Under the terms of the Data Protection Act 1998 you are entitled to a copy of all the information we hold about you for which we may charge you a fee.
- We may share your details with other companies within the Liberty Mutual Group of companies or pass them to third parties so that we, or the third parties, may tell you about products and services which we think may interest you by telephone, or post. If you do not wish to know about these products or services, please write to us at Liberty Syndicate Management Limited, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ.

Fraud Prevention, Detection and Claims History: The Insurer passes 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. When we deal with your request for insurance, we may search these registers. Under the conditions of your insurance, you must tell us about any incident (such as an accident or theft) which may give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

Liberty Syndicates may seek information from other insurers and information agencies to check the information you may have supplied and Liberty Syndicates may provide the information you have supplied to other insurers for the same purpose.

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

- Checking details on applications for credit and credit related or other facilities
- Managing credit and credit related accounts or facilities
- Recovering debt
- Checking details on proposals and claims for all types of insurance
- Checking details of job applicants and employees.


We and other organisations may access and use the information recorded by fraud prevention agencies from other countries.

Motor Insurance Database: Your policy details will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVLNI, the Insurance Fraud Bureau and other bodies permitted by law or regulation for purposes not limited to, but including:

- Electronic Vehicle Licensing;
- Continuous Insurance Enforcement;
- Law enforcement (prevention, detection apprehension and or prosecution of offenders);
- The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), other insurers and the MIB may search the MID to obtain relevant policy information.

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



It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at www.askmid.com.

You can ask us for more information about this or visit the MIB website at www.mib.org.uk.

You should show this notice to anyone insured to drive the vehicle(s) covered under this Policy.

Law and Jurisdiction: Unless it has been agreed otherwise between all parties, the language of the Policy and all communications relating to it will be in English and this contract of insurance will be governed by the law of England and Wales and any disputes arising in connection with this insurance will be submitted to the exclusive jurisdiction of the English courts.

Financial Services Compensation Scheme: If Liberty Syndicates is unable to meet its liabilities you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). The level of compensation available under this insurance is 100% of the claim without any upper limit. Further information can be obtained from the Financial Services Compensation Scheme website at <http://www.fscs.org.uk> or by phoning the FSCS on 0207 892 7300.

How to make a Claim: Claims handling services are provided in partnership with our service provider, Countrywide Accident Assistance (CAA). If you need to make a claim please contact WhipCar in the first instance on 0844 544 2010. After the initial report of the claim, CAA will have responsibility for handling the claim, please use their dedicated claims helpline number 0845 505 1600.

DEFINITIONS

Insurer: Liberty Syndicate Management Limited, for and on behalf of Syndicate 4472 at Lloyd's of London, trading as Liberty Syndicates (4472); and any reference to "we", "us" or "our" is to the Insurer.

Insured: The person(s) or party(ies) named in the Booking Form and the Certificate of Motor Insurance; and any reference to "you" or "your" is to the Insured, including but not limited to the Insured Driver(s) and the Insured Owner.

Insured Driver(s): The person(s) or party(ies) who have hired the Insured Vehicle and are named in the Booking Form.

Insured Owner: The registered keeper of the Insured Vehicle.

Policy: This document including the Booking Form, Certificate of Motor Insurance and any Endorsements which provide details of the Insured and the insurance cover.

The Booking Form: The document containing specific details of the Insured person(s) or party(ies) and insurance cover relating to this Policy.

Period of Insurance: The duration of the Policy as shown in the Booking Form 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 Booking Form.

Insured Vehicle: Any motor vehicle mentioned by description or registration mark on the Certificate of Motor Insurance and in the Booking Form.

Private Car: Any private passenger carrying vehicle with less than eight passenger seats.

Accessories: All accessories to the Insured Vehicle forming an integral part of the vehicle including radios, other entertainment and communications equipment connected to a power source within the vehicle and permanently fitted satellite navigation equipment as supplied by the vehicle manufacturers as standard.


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 the Insured Vehicle may and may not be used.

Market Value: The cost of replacing the Insured Vehicle with a vehicle of similar make, model, age, mileage and condition immediately preceding the time of the loss or damage or the Insured's estimate of value of the Insured Vehicle (where appropriate) as last declared to the Insurer whichever is the lower amount.

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

Terrorism: The use or threat of action where:

1.
 - (a) the action falls within subsection 2. below
 - (b) the use or threat is intended to influence any government and/or to put the public or any section of the public in fear
 - (c) the use or threat of any person or persons whether acting alone or in connection with any organisation(s) or government(s) and
 - (d) the use or threat is committed for political, religious, ideological or similar purposes.

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2. the action falls within this subsection if it:
 - (a) involves the use of force or violence against a person or persons
 - (b) involves damage to property
 - (c) endangers a person's life other than that of the person committing the action
 - (d) creates a risk to the health or safety of the public or a section of the public or
 - (e) is designed to interfere with or 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) "any 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.

Generally: Any reference to any statute or regulation is to that statute or regulation as updated or re-enacted from time to time; where used in this Policy the expression "including" means "including without limitation".

COVER PROVIDED

Section 1 - Liability to Third Parties

The Insurer 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 by the Insured Driver(s) of the Insured Vehicle or other person(s) authorised by the Insured except where such loading and unloading is being undertaken outside the limits of the road or other relevant public place.

Limit of Liability: The liability of the Insurer 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. £25,000,000 in respect of any Private Car including costs. The maximum the Insurer will pay for damages shall be £20,000,000
- ii. £5,000,000 in respect of any other Insured Vehicle.

These limits will be amended as necessary to meet the requirements of any compulsory motor insurance regulations in any country in which the event giving rise to a claim occurs.

Legal Costs and Expenses: In respect of any event which may be the subject of indemnity under this Section the Insurer 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. the cost of defending the Insured against any charge brought under The Corporate Manslaughter and Corporate Homicide Act 2007, up to a maximum sum of £5,000,000 in respect of any one incident for which indemnity is provided under this Policy
- iv. any other reasonable costs or expenses incurred in connection with an incident which may give rise to a claim under this Section.
- v. Where costs apply to both bodily injury and damage to property the costs will be allocated in the same proportions as the damages of each element represents to the total damages.


Save where law provides that the Insured has free choice of solicitors, the Insurer retains the right to appoint a solicitor of their choice.

Indemnity to Other Persons: The Insurer will also indemnify under this Section:

1. any person permitted to drive on the effective Certificate of Motor Insurance while driving the Insured Vehicle at the request of the Insured any person other than the Insured Driver(s) travelling in or entering or leaving the Insured Vehicle
2. in the event of the death of any person entitled to indemnity under this Section that person's legal personal representatives
3. the Insured Owner of the Insured Vehicle hired to the Insured

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 Insurer for all claims shall not exceed the Limit of Indemnity stated in this Policy.

Emergency Treatment: The Insurer will indemnify the Insured in respect of liability for emergency treatment fees (as defined by the Road Traffic Act 1988) arising out of an accident in connection with the Insured Vehicle.



Unauthorised Use: Notwithstanding General Exception 1 the Insurer will indemnify the Insured Owner and no other person in the terms of this Section whilst the Insured Vehicle is being driven without the Insured Owner's consent.

Exceptions to Section 1: The Insurer 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
- v. where any person has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate killing charge.

Section 2 – Loss of or Damage to the Insured Vehicle

The Insurer will indemnify the Insured Owner 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 other than the Insured or any person(s) acting under the direction or instruction of the Insured
- ii. fire
- iii. theft or attempted theft
- iv. 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 Insurer in respect of loss or damage to the Insured Vehicle shall be the Market Value of the Insured Vehicle immediately prior to the time of such loss or damage or the Insured's estimate of value of the Insured Vehicle (where appropriate) as last declared to the Insurer whichever is the lower amount.

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

Excess Clause: The Insurer shall not be liable for the amount of the Excess shown in the Booking Form.

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

The Insurer will also pay the reasonable cost of redelivery to the Insured after the repair of such loss or damage to Insured's chosen address in the United Kingdom.

Replacement with New Car: Notwithstanding the "Claims Settlement" provision in this Section, if within 12 months of first registration as new any Private Car which is purchased new by the Insured Owner and is owned by the Insured Owner or held from new by the Insured Owner 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 Insurer will with the consent of the Insured and any other interested party replace the Private Car with a new car of the same manufacture model and specification subject to the availability thereof and the Insurer shall become entitled to possession and ownership of the lost or damaged car.

If a replacement Private Car of the same manufacture model and specification is not available then the maximum amount payable by the Insurer 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 transponder of any Private Car the Insurer will pay for the replacement of:

- i. the door locks and/or boot lock
- ii. the ignition steering lock
- iii. the lock transponder and/or central locking interface

provided that the total liability of the Insurer shall be limited to £250 in respect of any one occurrence.

Exceptions to Section 2: The Insurer 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 damage occurred
- ii. any reduction in market value following repair

- iii. mechanical or electrical electronic or computer failures breakdowns or breakages including mechanical damage arising from the use of incorrect fuel
- 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 Booking Form) and not being the manufacturers standard equipment fitted at first registration
- ix. any sums in excess of £10,000,000 in respect of any one loss or series of losses arising from one event.

Section 3 – Windscreen

The Insurer will indemnify the Insured in respect of breakage of glass in the windscreen or windows or any scratching of the Insured Vehicle's bodywork resulting solely and directly from such breakage. This is subject to the Excess shown in the Booking Form.

Section 4 – 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 Insurer will pay a maximum of £5,000 to the driver so injured or to that person's legal representative.

This Section does not apply:

- i. in respect of any person under 21 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 5 – Medical Expenses


In the event of any permitted driver or any passenger in an Insured Vehicle sustaining bodily injury as a result of an accident in direct connection with the Insured Vehicle the Insurer 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 6 – 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 in Great Britain Northern Ireland the Isle of Man and the Channel Islands.

General Exceptions

1. The Insurer shall not be liable in respect of 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 Booking Form except while in the custody or control of a motor trader for servicing or repair
 - (b) driven by any person not described in the effective Certificate of Motor Insurance or the Booking Form
 - (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 or obtaining 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 losses that are not directly associated with the incident that caused the Insured to claim under the Policy unless expressly stated in the Policy
 - (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from
 - (c) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (d) 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 applicable 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 Insured Vehicle.
8. Any accident injury loss or damage arising out of the Insured Vehicle being used for racing pacemaking reliability trials speed testing or use in connection with motor rallies competitions or trials or in connection with the motor trade or use for hiring or the carriage of passengers for hire or reward.
9. Loss of use of the Insured Vehicle or any resultant consequential loss.
10. Any loss damage or liability arising from pollution or contamination howsoever caused.
11. Any loss damage or liability arising out of any misdelivery (meaning the delivery of goods at a time or place or in a manner not meeting contractual requirements) or any spillage leakage or discharge from the Insured Vehicle howsoever caused.

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12. 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.
 13. 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.
 14. Any fines penalties punitive or exemplary damages.

General Conditions

1. **Insured's Duty:** All information provided by the Insured Driver must be true and to the best of the Insured Driver's knowledge and belief and at all times the Insured Driver must observe and fulfil the terms and conditions of this Policy. If the Insured Driver fails to provide information which is true and to the best of the Insured Drivers knowledge and in accordance with the terms and conditions of this Policy then the Insurer shall not pay an applicable claim.

If the Insured Driver 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 Insurer shall be entitled to recover from the Insured Driver all sums paid under this Policy and the premium paid shall be forfeited.

Additionally, the Insured Driver must:

- i. be at least 21 years old of age (and no more than 70 years old)
- ii. have held a full UK driving licence (not provisional) for a minimum of 12 months
- iii. have no more than 6 penalty points on your driving licence
- iv. have had no drink driving convictions in the last 5 years
- v. have no convictions relating to dangerous driving and/or without insurance
- vi. have had no more than two accidents in the past 3 years

2. **Owner of the Vehicle's Duty:** All information provided by the Insured Owner of the Vehicle must be true and to the best of the Insured Owner of the Vehicle's knowledge and belief and at all times the Insured Owner of the Vehicle must observe and fulfil the terms and conditions of this Policy. If the Insured Owner of the Vehicle fails to provide information which is true and to the best of the Insured Owner of the Vehicle's knowledge and in accordance with the terms and conditions of this Policy then the Insurer shall not pay an applicable claim.


If the Insured Owner of the Vehicle 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 Insurer shall be entitled to recover from the Insured Owner of the Vehicle all sums paid under this Policy and the premium paid shall be

Additionally, the Insured Owner of the Vehicle must ensure that the Insured Vehicle must:

- i. be no more than 8 years old
- ii. have a valid Ministry of Transport Certificate and road tax
- iii. have existing insurance (superseded by this policy for duration of hire)
- iv. be roadworthy

The Insurer shall have at all times free access to examine the Insured Vehicle.

3. **Claims Procedure:** The Insured or his legal representative shall give notice to the Insurer's notifiable agent, Countrywide Accident Assistance (CAA), 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. All claims should be notified to CAA using the dedicated claims helpline number 0845 505 1600.

Every claim form writ summons legal process or other communication relating to a claim shall be forwarded to the Insurer immediately upon receipt.

No admission offer compromise promise payment or indemnity shall be given by or on behalf of the Insurer or any person claiming to be indemnified without the written consent of the Insurer 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 co-operation and assistance as the Insurer may require.

4. **Cancellation:** The Insured Driver may cancel this policy at any time by returning the certificate of motor insurance. However, because of the short period nature of this insurance there will be no refund of the premium.

Because of the electronic delivery, once an insurance certificate has been issued, the details of the cover, such as the insurance period, or the registration number, cannot be changed.

5. **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.
6. **Right of Recovery:** The Insurer reserves the right to recover from the Insured all sums paid by the Insurer because of the requirements of any law if the Insurer would not have been liable for those payments according to the terms and conditions of this Policy.
7. **Law and Jurisdiction:** Unless it has been agreed otherwise between both parties, the language of the Policy and all communications relating to it will be in English and this contract of insurance will be governed by the law of England and Wales and any disputes arising in connection with this insurance will be submitted to the exclusive jurisdiction of the English courts.

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 Booking Form and the reason for your complaint:

The Compliance Officer
Liberty Syndicate Management Limited
Plantation Place South
60 Great Tower Street
London
EC3R 5AZ

Email: complaints@libertygroup.co.uk
Tel: +44 (0)20 7070 4472
Fax: +44 (0)20 7863 1001

Please note that if your complaint relates to advice received from your broker, you should contact your broker in the first instance.

If your complaint relates to a claim, you may also write to the Claims Manager quoting your Policy number and the claim number as shown on your claims documentation at the above address. We will aim to confirm to you the receipt of your complaint within five (5) working days and do our best to resolve your concerns within four weeks. If we cannot we will advise you of when an answer may be expected. If we are unable to resolve your concerns and you wish to escalate your complaint, then you can do so at any time by contacting Managing Agent Services at Lloyd's at:

Managing Agent Services
Market Services
Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Kent
ME4 4RN

Email: complaints@lloyds.com:
Tel: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225

Complaints that cannot be resolved by us or Managing Agent Services at Lloyd's may be referred to the Financial Ombudsman Service. Further details will be provided at this stage about the Financial Ombudsman Service.

Please note that if your complaint relates to advice received from your broker or the placing of the policy, you should contact your broker in the first instance.