



Claims Line 0800 587 0711

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Important Information

Introduction

This **policy** is administered by **Moorhouse Xbroker** and is underwritten by the **Insurer**.

This **policy** describes **your** cover during the period of insurance **you** have paid for, or have agreed to pay for, and for which the **Insurer** has accepted the premium.

The contract is based on information provided by **you** in a signed proposal form or verbally and confirmed in a statement of fact. For the contract to be valid, all the information **you** give to the **Insurer** must be true and complete. The proposal form and/or statement of fact are also part of the contract.

The contract also includes this **policy**, the **policy schedule** and any **endorsements** shown in the **policy schedule**. These documents and **your Certificate of Motor Insurance** should be read as one document. Please read them to ensure that they meet **your** needs. Certain terms are defined in the General Definitions section below and these apply throughout this **policy**. The **Insurer** will insure **you** against legal liability, loss or damage under the sections shown in the **schedule** during any **period of insurance** set out in the **schedule**. You must keep to the conditions of this policy.

Choice of law

The laws of England and Wales govern **your** Policy, unless **you** and the **Insurer** agree otherwise and the agreement has been put in writing by the **Insurer**.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Several Liability

The subscribing Insurers' obligations under contracts or insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Important Information

Contract (Rights of Third Parties) Act 1999

This **policy** is a contract between **you** and the **Insurer**. Nobody else has any rights they can enforce under this contract except those rights they have by law. It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this policy in favour of any third party.

Data Protection Act

Any information provided to the **Insurer** regarding **you**, any **insured person** or any person covered by this policy will be processed by the **Insurer**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any. This may necessitate providing such information to third parties.

Your Responsibility to the Insurer

Please read **your policy**, **schedule**, any **endorsements** and **Certificate of Motor Insurance** carefully and make sure that they meet **your** needs. **You** must tell the **Insurer** about any changes that affect **your policy** and which have occurred either since the **policy** started or since the last renewal date. If **you** are not sure whether certain facts are relevant, please ask **Moorhouse Xbroker** or the intermediary who arranged **your** policy. If **you** do not tell the **Insurer** about relevant changes, **your policy** may not be valid, or **your policy** may not fully cover **you**. Please keep this **policy**, **schedule** and any **endorsements** and **Certificate of Motor Insurance** in a safe place as **you** may need to refer to them if **you** make a claim.

Motor Insurance Database

Information relating to **your policy** 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 DVANI, the Insurance Fraud Bureau and other bodies

permitted by law for purposes not limited to but including :

1. Electronic Licensing
2. Continuous Insurance Enforcement
3. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
4. 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 **United Kingdom**, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information.

Persons (including their appointed representatives) 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.

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 the **insured vehicle** seized by the Police. **You** can check that **your** correct registration number details are shown on the MID at www.askmid.com

Important Information

Detecting and Preventing Fraud and Confirming Claims History

In order to keep premiums as low as possible for all their customers, the Insurer participates in a number of industry initiatives to aid the prevention and detection of crime, especially insurance related fraud. When **you** tell the **Insurer** about any claim, the details you have provided, including personal details, will be passed to the various registers and databases that are used by companies within the **Insurer's** group (if any), companies providing services to the **Insurer**, other insurers and other fraud and associated agencies. In addition, the **Insurer** may search these registers and databases when **you** make a claim, to validate **your** claims history or that of any other person or property likely to be involved in the claim. If **you** give the **Insurer** false or inaccurate information and/or make or attempt to make a fraudulent claim, this information will be recorded on the registers.

The **Insurer** and other organisations may also use and search these agencies and databases to help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household, trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies, check **your** identity to prevent money laundering, unless **you** furnish the **Insurer** with other satisfactory proof of identity, and undertake credit searches and additional fraud searches.

How to Read Your Policy

The **schedule** shows what **you** are covered for.

The different kinds of cover are:

Comprehensive –	Sections 1, 3 and 4 of Part A – Commercial Vehicle Cover. Windscreen cover is automatically included on all comprehensive policies.
Third Party, Fire and Theft –	Sections 2, 3 and 4 of Part A – Commercial Vehicle Cover
Third Party Only –	Sections 3 and 4 of Part A – Commercial Vehicle Cover

Your schedule will show which of the extensions contained in Section 5 of Part A – Commercial Vehicle Cover apply to **your** policy.

Accidental Death Cover (Part B) is automatically included on all policies if it appears in your **schedule**.

Notifying a Claim

Part A – Commercial Vehicle Cover

In the event of an accident, loss or damage occurring which may give rise to a claim under this Part of your policy, please call the Arc Claims Helpline immediately on 0800 5870711

If the **insured vehicle** is not drivable, the **Insurer** will arrange for it to be removed to a storage location. If the **insured vehicle** can still be driven the **Insurer** will instruct one of its approved repair specialists to contact **you** during working hours to arrange collection of the **insured vehicle**.

When an **accident**, loss or damage occurs:

- (a) **you** or **your** legal representative must notify the **Insurer** as soon as possible with full details of the **accident**, loss or damage.
- (b) **you** must take all necessary steps to ensure the safety of the damaged **insured vehicle** and its accessories.
- (c) the **Insurer** shall not be liable for any increase in damage as a result of the **insured vehicle** being removed under its own power following an accident.
- (d) any letter, claim, writ, claim form, summons or process relating to the **accident**, loss or damage must be sent, unanswered, to **us** immediately.
- (e) the **Insurer** must be advised in writing immediately **you** are aware of any intended prosecution, Coroner's Inquest or Fatal Inquiry in connection with the **accident**.
- (f) persons who are claiming under this **policy** must make no admission, offer, payment or promise without the **Insurer's** written consent or act in any way which might prejudice its position.
- (g) the **Insurer** may, at its discretion, take over and conduct in **your** name or the name of any person indemnified under this **policy**, the defence, prosecution or settlement of any claim for the **Insurer's** benefit.
- (h) the **Insurer** shall have full discretion over the conduct of any proceedings and settlement of claims.
- (i) **you** or any person indemnified by this policy must give the **Insurer** all the assistance and information possible and produce a copy of the driver's licence if requested.
- (j) if the **insured vehicle** and its accessories are stolen or taken without **your** consent **you** must, as soon as possible, report the same to the police and if required, supply the **Insurer** with the crime reference number.
- (k) the **Insurer** reserves the right if it or its representatives consider any repair estimate to be unreasonable to enter into any communication with the repairer and failing agreement, to arrange for the removal of the **insured vehicle** to another repairer and pay for such work as may already have been done.

Notifying a Claim

Advice to follow in the event of an accident

1. Exchange names and addresses and insurance details including policy numbers of all other parties involved.
2. Try to obtain the names and addresses of as many witnesses as possible.
3. Note the names of the roads at the scene of the accident and if possible use a camera or mobile phone to capture images of the position of the insured vehicle and of any other vehicles at the time of the collision, road conditions, traffic signs etc.
4. If any person was injured in the accident, notify the Police immediately.
5. DO NOT admit you were at fault and DO NOT give or offer money to any other party involved.
6. All correspondence received from any party involved in the accident, any Police summons or hospital communication should be forwarded to the Insurer immediately and unanswered to:

Motor Claims Department
Xbroker Arc
PO Box 29
Cardiff CF10 3YR

Notifying a Claim

Part B – Accidental Death Cover

In the event of a claim under this Part of **your policy** contact:

One Claims, 1-4 Limes Court, Conduit Lane, Hoddesdon,
Hertfordshire EN11 8EP

Telephone: +44 (0) 1992 708708

Facsimile: +44 (0) 1992 450717

E-mail: mail@oneclaims.com

Notice must be given to the **Insurer** as soon as reasonably practicable in the event of the death of the **insured person** resulting or alleged to result from an insured event.

The Police must be notified immediately following any event likely to give rise to a claim under this under this Part of **your policy**.

General Definitions

1. **Accident** means a sudden, unexpected crash during the **period of insurance** in the **United Kingdom** which has either immobilised the **insured vehicle** or made it unsafe to drive.
2. **Certificate of Motor Insurance** means evidence that **you** have vehicle insurance as required by law. The **Certificate of Motor Insurance** also sets out who may drive **your** vehicle and the purpose for which the **insured vehicle** may be used.
3. **Endorsement** means a document issued by the **Insurer** noting a change or restrictions which affect the policy cover. The **endorsement** numbers which apply are shown in the **schedule**.
4. **Excess** means the amounts shown in **your schedule** which **you** must pay when **you** make a claim which is covered under **your policy**.
5. **Insured Person** means the person driving the **insured vehicle** at the time of an insured event provided that person is entitled to drive under the Certificate of Motor Insurance during the period of **insurance**.
6. **Insured Vehicle** means commercial vehicle bearing the registration number as shown in **your** policy documents and registered with the Driver and Vehicle Licensing Agency (DVLA) or the Driver and Vehicle Agency (DVA), or any replacement vehicle, details of which have been notified to, and accepted by the **Insurer**.
8. **Insurer** means:
 - (a) in respect of Part A – Commercial Vehicle Cover – Alpha Insurance A/S which is authorised and regulated by Finanstilsynet (The Danish Financial Regulator), under authorisation number 53068. **You** can check this by visiting the Finanstilsynet website at <http://www.finanstilsynet.dk>. As an insurance company authorised within the European Union, Alpha Insurance is permitted to conduct business in the United Kingdom under Financial Conduct Authority reference 431621. You can check this by visiting the Financial Conduct Authority website at <http://www.fca.org.uk>
 - (b) in respect of Part B – Accidental Death Cover – Markel International Insurance company Limited. FCA Register Number 202570 authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

General Definitions

9. **International Motor Certificate (Green Card)** means the certificate issued by the **Insurer** upon payment of any extra premium required which provides **you** with cover under the terms of this **policy** when **you** are using the **insured vehicle** temporarily abroad in any country in which it is valid.
10. **Market Value** means the cost of replacing the **insured vehicle** with a vehicle of the same (or comparable) make, model, specification, age, mileage and condition as the **insured vehicle** was immediately before the loss or damage **you** are claiming for.
11. **Moorhouse Xbroker** means the independent intermediary which negotiates the terms of **your policy** with, and administers **your policy** on behalf of the **Insurer**. **Moorhouse Xbroker** is a trading title of Moorhouse Group Limited which is authorised and regulated by the Financial Conduct Authority (FCA No 308035).
12. **Period of Insurance** means the period of time covered by this insurance as stated in the Schedule.
13. **Policy** means this Policy wording, **schedule** and **Certificate of Motor Insurance** and all associated documentation provided to **you** by the **Insurer**.
14. **Schedule** means the **schedule** attached to this policy. Please read the **schedule** carefully as it sets out the cover the **Insurer** will give **you** under this policy. The **Insurer** will give **you** a replacement **schedule** whenever **you** renew the policy or if **you** make any changes to the policy during the period of insurance.
15. **Territorial Limits** means the **United Kingdom** and:
 - (a) in respect of Part A – whilst in transit within the **United Kingdom** and between any of the **United Kingdom's** ports;
 - (b) in respect of Part B – whilst in Europe for up to twenty-one (21) days during the **Period of Insurance**.
16. **United Kingdom** means England, Scotland, Wales, Northern Ireland, the island of Guernsey, the island of Jersey, the island of Alderney and the Isle of Man
17. **You** means the person, partnership or company named in the **schedule** or in the event of **your** death or insolvency, **your** legal representatives.

General Conditions

The insurance described in this **policy** will only apply provided that any person entitled to compensation for any loss or benefit under this policy has complied with all the terms, conditions and **endorsements** of this **policy**.

1. **You** must tell the **Insurer** as soon as possible about any incident which may lead to a claim under this policy.
2. This **policy** covers the **insured vehicle**, details of which must be given to and accepted by the **Insurer**, the **insured person** and any person entitled to compensation for any loss or benefit under this policy.
3. Any change in **your** circumstances or regarding the **insured vehicle**, the **insured person** or any person entitled to compensation for any loss or benefit under this **policy**, that may affect the insurance under this policy must be advised immediately to the **Insurer**.
4. The due observance and fulfilment of the terms, conditions, **endorsements** and provisions of this **policy** where such requires any action to be taken or complied with by **you** and the truth of any statements and answers provided in the proposal form shall be conditions precedent to any liability of the **Insurer** to make any payment under this **policy**.
5. Should **you** make any claim knowing the same to be false or fraudulent, as regards the amount of such claim or otherwise, or produce any documentation which is false or proven to have been stolen, this **policy** shall become void and all claims hereunder shall be forfeited.
6. **You** must take all reasonable steps to:
 - (a) safeguard against any loss or damage
 - (b) keep the **insured vehicle** in a proper state of repair and roadworthy condition
 - (c) ensure that the **insured vehicle** is not carrying passengers or goods of such number or size or in such a way as is likely to impair safe driving or control of the vehicle
 - (d) allow **us** or **our** authorised agents free access at all reasonable times to examine the **insured vehicle**.
7. The **insured vehicle** must have a current MOT certificate if applicable.
8. All aftermarket vehicle modifications, other than the manufacturer's optional extras must be approved and agreed by the **Insurer**. Should **you** wish to make any alterations to the **insured vehicle** please contact **Moorhouse Xbroker** or the intermediary who arranged your **policy**.

Cancellation Conditions

Changing Your Mind (Cooling Off Period)

If this **policy** does not meet **your** requirements, please return all documents (including the **Certificate of Motor Insurance**) within fourteen (14) days of the inception (or renewal date) of this **policy** or the date you receive **your policy** documents, whichever is the later, to **Moorhouse Xbroker** or the intermediary who arranged **your** policy with a letter stating that **you** want to cancel **your policy**. The **Insurer** is unable to cancel a **policy** until the current **Certificate of Motor Insurance** has been returned with **your** instructions.

The **Insurer** will return any premium paid. A refund of premium will not be given if **you** have made a claim under the **policy** or an incident has occurred which may give rise to a claim under the **policy**.

Moorhouse Xbroker will charge a fee to cover the administrative costs of providing the **policy**.

Total Loss of Insured Vehicle

The **period of insurance** cover is specified in your **Certificate of Motor Insurance**, but the insurance cover will cease upon **your** receipt of notice from **us** that the **insured vehicle** is declared a total loss. No refund or credit of insurance premium will normally be due in such circumstances and the full annual premium will be payable for the period of insurance provided.

Cancellation by the Insurer

The **Insurer** can cancel this policy by sending seven (7) days notice by recorded delivery to **you** at the last address known to the **Insurer**. **You** must at this time return the **Certificate of Motor Insurance** to the **Insurer**.

When the **Certificate of Motor Insurance** has been received the **Insurer** will return any premium paid less a pro rata charge for the period of time that **you** have had insurance cover. A refund of premium will not be given and the full annual premium will be payable for the period of insurance if **you** have made a fault or non-recoverable claim under the **policy**.

Moorhouse Xbroker will charge a fee to cover the administrative costs of providing the **policy**.

Cancellation Conditions

Cancellation by You

You may cancel this **policy** at any time by notifying the **Insurer** and returning the **Certificate of Motor Insurance**. **Your** cancellation will not be processed until the **Insurer** receive the **Certificate of Motor Insurance** at which time the **Insurer** will return any premium paid less a pro rata charge for the period of time that **you** have had insurance cover. A refund of premium will not be given and the full annual premium will be payable for the period of insurance if **you** have made a fault or non-recoverable claim under the **policy**.

Moorhouse Xbroker will charge a fee to cover the administrative costs of providing the **policy**.

Complaints Procedure

If you have any questions or concerns about this policy or the handling of a claim, please contact **Moorhouse Xbroker** who administers **your policy** on behalf of the **Insurer**.

If **you** wish to make a complaint, **you** can do so at any time by referring the matter to the **Insurer(s)** as follows:

Part A – Commercial Vehicle Cover

The Chief Executive Officer
Moorhouse Xbroker
Barclay House
2-3 Sir Alfred Owen Way
Caerphilly
CF83 3HU

Part B – Accidental Death Cover

Moorhouse Group Limited
Barclay House
2-3 Sir Alfred Owen Way
Caerphilly
CF83 3HU

Tel No: 029 2080 8963
E-mail: Motor@Xbroker.com

Complaints Procedure

Complaints that cannot be resolved by the Insurer(s) may be referred to the Danish Insurance Complaints Board (the Board) or the U.K. Financial Ombudsman Service (FOS), depending on the nature of the complaint and whether it should properly be directed against the Insurer(s) or another party. Further details will be provided on request and at the appropriate stage of the complaint process.

Contact details are as follows:

The Danish Insurance Complaints Board
Ankenævnet for Forsikring
Anker Heegaards Gade 2,
Postboks 360
DK-1572 Copenhagen
Denmark
Tel: 0045 3315 8900

Financial Ombudsman Service
South Quay Plaza,
183 Marsh Wall,
London,
E14 9SR
Tel: 0800 0234 567
(free for people phoning from a "fixed line", for example, a landline at home)
E-mail: complaint.info@financial-ombudsman.org.uk

In order for the Board to deal with your complaint, you will need to agree to their applying the rules of Danish law and practice in the adjudication process. Referring a complaint to the FOS or the Board is an alternative form of dispute resolution. It does not affect your right to take legal action.

Financial Services Compensation Scheme

If the **Insurer(s)** is unable to meet its liabilities **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, by e-mailing enquiries@fscs.org.uk or by phoning the FSCS on 020 7892 7300.

Part A – Commercial Vehicle Cover

Important Note

This Part of **your policy**, whether cover is Third Party Only, Third Party Fire and Theft or Comprehensive, is subject to certain **excesses**, exclusions and **endorsements**. It is therefore essential that **you** are fully **aware** of what is and what is not covered by **your policy** and what **excesses**, exclusions and **endorsements** apply.

Please read **your schedule**, including **endorsements**, which shows the **excesses** that may apply in the event of a claim, and also the exclusions to this Part of **your policy** and the General Conditions. If there is any aspect of **your** cover, exclusions or conditions that **you** do not understand **you** should contact **Moorhouse Xbroker** or the intermediary who arranged **your** policy who will be able to explain these to **you**.

Section 1 – Comprehensive Cover

If this section is listed in **your schedule**, **you** are covered as follows unless cover has been modified and an **endorsement** is attached to **your schedule** setting out the revised terms and conditions.

You are covered for loss of or damage to the **insured vehicle**

The **Insurer** will pay for loss of or damage to the **insured vehicle** and its accessories and spare parts whilst attached to the **insured vehicle** if caused by:

1. theft or attempted theft
2. fire
3. any other accidental cause, including malicious damage by a third party, not excluded in the general exclusions listed in this booklet

If the **insured vehicle**, accessories or spare parts are lost, stolen, or damaged, the **Insurer** will either;

1. repair the damage;
2. replace what is lost or is damaged beyond economical repair;
3. reimburse you for the amount of the loss or damage.

Part A – Commercial Vehicle Cover

The **Insurer** has the right to choose which action to take in the case of any claim.

Accessories and spare parts which are only for the **insured vehicle**, and are in or on the **insured vehicle**, or in **your** private garage at the time of the loss or damage, will be covered in the same way.

If a replacement for any damaged accessory or part of the **insured vehicle** is not available the **Insurer** will pay the value of the accessory or part at the time of the loss. The **Insurer** will not pay more than the manufacturer's last quoted list price in the **United Kingdom** for the accessory or part. If such a list price is not available the most the **Insurer** will pay is the manufacturer's last quoted list price in the United Kingdom for an equivalent accessory or part. The **Insurer** may use accessories or parts, including recycled parts, which are not made or supplied by the manufacturer of the **insured vehicle** but are of a similar type and quality to the parts the **Insurer** is replacing. If **you** refuse to allow the use of such parts the most the Insurer will pay is the equivalent cost of the appropriate part of similar type and quality to the parts the Insurer is replacing. The **Insurer** will not be responsible for additional storage costs caused by the unavailability of an accessory or spare part nor the cost of importation of any accessory or part into the **United Kingdom**.

The most the **Insurer** will pay is the **market value** of the **insured vehicle**, accessories and spare parts at the time of the loss or damage. The **Insurer** will not pay more than the amount for which **you** insured them. If the **insured vehicle** is under a hire purchase or leasing agreement, the **Insurer** will pay any claim to the legal owner.

If the **insured vehicle** cannot be driven because of the loss or damage covered under this policy the **Insurer** will pay the reasonable cost of protecting the **insured vehicle** and taking it to the nearest approved repairer. After it has been repaired the **Insurer** will pay the reasonable cost of delivering it to **your** address in the **United Kingdom**.

IMPORTANT LIMITS TO YOUR COVER

Comprehensive Excesses

If while being driven by (or in the charge of) any person shown in **your schedule**, the **insured vehicle** and/or its accessories and spare parts are lost or damaged by accidental cause, fire, theft, or attempted theft, **you** must pay the first part of the claim up to the amount of the **excess**. This **excess** is in addition to any other driver or voluntary **excesses** shown in **your schedule**. **You** will not be required to pay any **excess** if damage to the **insured vehicle** is caused when the **insured vehicle** is kept for servicing or repair by a bona fide motor repair business.

Part A – Commercial Vehicle Cover

Section 2 – Fire and Theft Cover

If this section is listed in **your schedule**, **you** are covered as follows unless cover has been modified and an **endorsement** is attached to **your schedule** setting out the revised terms and conditions.

You are covered for loss of or damage to the **insured vehicle**

The **Insurer** will pay for loss of or damage to the **insured vehicle** and its accessories and spare parts whilst attached to the **insured vehicle** if caused by:

1. theft or attempted theft
2. fire

IMPORTANT LIMITS TO YOUR COVER

Fire and Theft excesses

If the **insured vehicle**, and/or its accessories and spare parts, are lost or damaged by fire, theft or attempted theft **you** must pay the first part of the claim up to the amount of the **excess** shown in **your schedule**. **You** will not be required to pay any **excess** if fire damage to or theft of the **insured vehicle** is caused when the **insured vehicle** is kept for servicing or repair by a bona fide motor repair business.

Part A – Commercial Vehicle Cover

Section 3 – Third Party Cover

Your Liability

You are covered for **your** liability to other people

The **Insurer** will pay all amounts that **you** may be legally liable for in respect of:

1. death of, or bodily injury to, any person
2. damage to the property of a third party up to GBP 2,000,000

arising from one accident or series of accidents arising from each event involving the use in the **territorial limits** of any vehicle which **your Certificate of Motor Insurance** permits.

Other People's Liability

The **Insurer** will insure the following people for liabilities to others in the same way as **you** are insured:

1. any person permitted by **your Certificate of Motor Insurance** to drive the insured vehicle
2. any person using (but not driving) the **insured vehicle** with **your** permission for social, domestic or pleasure purposes
3. any passenger travelling in, or getting into or out of, the **insured vehicle**.

Injury or Damage while Towing with the Insured Vehicle

The **Insurer** will pay for:

1. death of, or bodily injury to any person
2. damage to the property of a third party up to GBP 2,000,000

if caused by a trailer or any disabled mechanically propelled vehicle while attached to the **insured vehicle** or accidentally detached from the **insured vehicle** during the course of a journey.

Emergency Treatment

The **Insurer** will pay for any emergency treatment as required by the Road Traffic Act 1988 (as amended). If this is the only payment made, **your** No Claims Discount will not be affected.

Protection of Insured Person's Estate

Following the death of any person the **Insurer** insures under this **policy**, the **Insurer** will continue to protect that person's estate against liability insured under this policy and insured by that person.

Part A – Commercial Vehicle Cover

Costs and Expenses

The **Insurer** will, subject to its prior written consent:

1. pay legal fees, reasonably and properly incurred by any person the **Insurer** insures for representation at a Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction
2. pay the costs of legal services to defend a charge of manslaughter or dangerous or reckless driving causing death
3. pay any other costs or expenses incurred in connection with any incident which might involve legal liability under this **policy**.
4. defend anyone insured under this **policy** against charges brought under the Corporate Manslaughter and Corporate Homicide Act 2007.

IMPORTANT LIMITS TO YOUR COVER

Your Liability to Other People

You are not covered under this section of the **policy** for damage to any vehicle **your Certificate of Motor Insurance** permits **you** to drive or use.

Other People's Liability

You are not covered under this section of the **policy** for damage to any vehicle **your Certificate of Motor Insurance** permits **you** to drive or use.

Third Party Cover Excesses

If **you** make a claim under this section of the **policy**, **you** will not be required to pay any **excess**. If a claim is also made under Sections 1, 2 or 4, **you** must pay the **excess** as described in the **schedule**.

Part A – Commercial Vehicle Cover

Section 4 – Additional Covers

A No Claims Discount

The **Insurer** will allow a No Claims Discount (NCD) against **your** new business or renewal premium for Part A – Commercial Vehicle Cover of this policy. The amount of the NCD will be in accordance with the **Insurer's** scale of NCD applicable at the time.

Claims that do not affect **your** NCD:

1. any claim for payment of emergency treatment only as required by the Road Traffic Acts
2. incidents for which the **Insurer** can obtain a full recovery of all costs.
3. any claim where you are claiming only for the loss of or damage to the glass in **your vehicle's** windscreen, windows or sunroof or for any scratches on the bodywork caused by breakage of glass.

If you claim under any section of this policy and we are unable to recover our costs, your no claims discount will be reduced in accordance with the table below

NBC Years	1 claim	2 or more claims
1	0	0
2	0	0
3	1	0
4	2	0
5	3	0
6	3	0
7	4	0
8	4	0
9+	4	0

Part A – Commercial Vehicle Cover

B Leased Vehicles

If the Insurer knows the **insured vehicle** is the subject of a leasing or contract hire agreement between **you** and the owner of the **insured vehicle**, the **Insurer** will insure the owner in the same way that the **Insurer** will insure **you** under this Part of **your** policy if there is an accident while the **insured vehicle** is let, on hire or leased under the agreement, as long as;

1. the **insured vehicle** is;
 - (a) not being driven by the owner;
 - (b) not being driven by a person who is employed by the owner; or
 - (c) in the charge of but not being driven by the owner or any person who is employed by the owner;
2. the owner cannot claim under another policy; and
3. the owner follows the terms, exceptions and conditions of this policy as far as they can apply.

C Foreign Travel

As well as providing cover within the territorial limits, this policy, in line with European Union directives, also provides the necessary cover to meet the laws on compulsory insurance of motor vehicles in;

1. any other member country of the European Union; and
2. any country which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of any EU Directive on insurance of civil liabilities arising from the use of a motor vehicles, but only so far as is necessary to comply with the compulsory motor vehicle legislation of such countries
3. at **your** request, any other country in respect of which the **Insurer** agrees to provide cover but only for the period agreed by the **Insurer** and provided an **International Motor Certificate (Green Card)** is issued by the **Insurer**

The level of cover provided will be the minimum needed to keep to the laws on the compulsory insurance of motor vehicles of the country in which the accident happens. It will not be the same level of cover **you** receive when driving within the **territorial limits** under this policy. Where the level of cover in any European Union Member State is less than that provided by the legal minimum requirements of **United Kingdom**, the level of cover that applies in **United Kingdom** will apply in that Member State.

The **Insurer** can extend **your** policy, at **your** request, to provide the same level of cover in the rest of the European Union and certain other European countries as **you** have within the **territorial limits**. To get this cover **you** must contact **Moorhouse Xbroker** or the intermediary who arranged **your** policy with details of the trip. **Moorhouse Xbroker** will (where appropriate) give **you** an **International Motor Certificate (Green Card)** and tell **you** the extra premium **you** will have to pay.

Part A – Commercial Vehicle Cover

Transport and Delivery

If **you** make a valid claim for accidental damage, fire or theft of the **insured vehicle** and the damage cannot be repaired economically by the intended time of **your** return to the United Kingdom, the **Insurer** will pay the reasonable costs of transporting and delivering the **insured vehicle** to **your** address in the **United Kingdom** by sea and/or by a recognised land route when repair has been completed. Additionally, the **Insurer** will also pay the reasonable costs if the **insured vehicle** has been stolen and is recovered after **your** return to the **United Kingdom**.

Customs Duty

The **Insurer** will pay foreign Customs Duty for which **you** are liable as a direct result of any loss or damage to the **insured vehicle** which is covered by this policy, preventing its return to the **United Kingdom**.

When you take your vehicle abroad

All EU members (and associated territories) have agreed that an **International Motor Certificate (Green Card)** is not required for cross border travel, but **you** must **take your Certificate of Motor Insurance** which will provide sufficient evidence that **you** are complying with the laws on compulsory insurance of motor vehicles in any of these countries that **you** visit. It is also a legal requirement that **you** carry the **insured vehicle** registration document with **you** when taking the **insured vehicle** abroad.

Claims Helpline

If the **insured vehicle** is stolen or involved in an accident whilst **you** are abroad **you** should contact the **Insurer's** claims helpline immediately on 0800 5870711.

IMPORTANT LIMITS TO THIS ADDITIONAL COVER

Territorial Limits

Cover is restricted outside the **territorial limits** of this **policy** unless extended by the issue of a **International Motor Certificate (Green Card)**. If no **International Motor Certificate (Green Card)** has been issued, **your** policy only provides the minimum cover **you** need by law to use the **insured vehicle**.

Excesses

Any claim resulting from **your** travel abroad is subject to exactly the same **excesses** as referred to in Sections 1 or 2.

Part A – Commercial Vehicle Cover

Section 5 – Optional Covers

Your schedule will show which of the following Optional Covers apply to **your** policy.

A Medical Expenses

If **you**, or any other person in the **insured vehicle**, are injured as a direct result of the **insured vehicle** being involved in an accident, the **Insurer** will pay the medical expenses arising in connection with that accident.

The most the **Insurer** will pay for each injured person is GBP 100. The cover under this Optional Cover applies irrespective of fault. If **your** only claim is under this Optional Cover, **your** No Claims Discount will not be affected and **you** will not have to pay any **excess**.

B Personal Belongings

The **Insurer** will pay **you** for loss or damage to personal belongings caused accidentally or by fire or theft while they are in or on the **insured vehicle**. The maximum amount the **Insurer** will pay for any one claim is GBP 100. **You** can only make a claim under this Optional Cover when also claiming under Section 1.

The **Insurer** will not pay for:

- (a) money, stamps, tickets, documents or securities; or
- (b) goods or samples, tools of trade, ropes or tarpaulins carried in connection with any trade or business

C Emergency Treatment

The **Insurer** will reimburse any person using the **insured vehicle** for payments they have to make under the **Road Traffic Acts** for emergency medical treatment. A payment made under this Optional Cover will not affect **your** No Claims Discount.

D Replacement Locks

If the **insured vehicle's** keys or lock transmitter are lost or stolen, the **Insurer** will pay the cost of replacing;

- (a) the door locks and boot lock;
- (b) the ignition and steering lock and
- (c) the lock transmitter and central locking system;

provided that **you** can establish to **our** reasonable satisfaction that the identity or garaging address of the **insured vehicle** is known to any other person who may have **your** keys or transmitter.

Your No Claims Discount will not be affected if **you** only make a claim under this Optional Cover. No **excess** is payable under this Optional Cover but the maximum amount **we** will pay is GBP 300. **You** can only claim under this Optional Cover if **you** have Comprehensive Cover.

Part A – Commercial Vehicle Cover

E Hotel Expenses

If the **insured vehicle** cannot be driven after an accident or loss covered under Section 1 of this policy, the **Insurer** will pay up to GBP 150 for the driver (or GBP 250 in total for all the people in the **insured vehicle**) towards the cost of hotel expenses for an overnight stop if this is necessary and **you** are more than 25 miles from the normal overnight parking address shown in **your schedule**.

F Replacement Glass

If **you** are only claiming for loss of or damage to the glass in the **insured vehicle's** windscreen, sunroof or windows, or for any scratches on the bodywork caused by breaking glass, the **excesses** in Section 1 will not apply. **You** will, however, have to pay the first GBP 60 of the cost of replacing the glass. This **excess** for glass:

- (a) will not apply if the glass is repaired rather than replaced; and
- (b) cancels out any general **excess** that would otherwise apply to glass claims.

Any payment for repairing or replacing glass in the windscreen, sunroof or windows of the **insured vehicle** (or any scratches on the bodywork caused by breaking glass) will not affect **your** No Claims Discount. If **you** do not telephone number 0800 5870711 and do not use **our** approved windscreen repairers the most the **Insurer** will pay under this Optional Cover is GBP 150 after deduction of any **excess** which **you** must pay. This Optional Cover automatically applies if **you** have Comprehensive Cover.

Claims Helpline

To arrange a glass repair or replacement window please contact the **Insurer's** claims helpline on 0800 5870711. The **Insurer's** claims team will arrange for a local service to attend to **your** needs.

G Audio-Visual and Communication Equipment

For permanently fitted audio-visual and communication equipment being

- (a) compact disc, MP3 player, radio cassette, mini disc or other audio equipment
- (b) telephone or other communication equipment
- (c) television, DVD or other visual entertainment equipment
- (d) visual navigation equipment

the most the **Insurer** will pay for any one claim is GBP 500 or the **market value** of the **insured vehicle**, whichever is the lower amount, less the **excess**. There is no cover for theft of audio-visual or communication equipment unless the **insured vehicle** is stolen at the same time.

Part A – Commercial Vehicle Cover

Exclusions to Part A – Commercial Vehicle Cover

This Commercial Vehicle Cover does not cover:

1. damage to the windscreen or windows (unless the windscreen **policy** extension is shown on the **schedule**)
2. the provision of courtesy vehicles.
3. driving any vehicle not specified on the **Certificate of Motor Insurance**
4. loss of use of the **insured vehicle** and any costs which were not incurred as a direct consequence of the event which led to the claim being made
5. mechanical, electrical or computer faults, failures, breakdowns, breakages or malfunctions
6. damage to tyres caused by bursts, cuts, punctures or by the application of brakes
7. loss by deception/fraud by a purported purchaser or agent
8. any loss, destruction of or damage to tools and / or materials (unless included in **your** schedule)
9. wear and tear or depreciation. The **Insurer** will not pay for any repair or replacement which leaves **your** vehicle in better condition than it was before the incident. If this happens, you will have to pay a contribution towards the cost of such repair.
10. loss of or damage to any of the **insured vehicle's** audio and communication equipment (unless included in **your** schedule)
11. loss of value of the **insured vehicle** following repair
12. liability covered by any other insurance
13. use for any competition, rally or trial
14. liability for death of, or bodily injury to any person arising out of and in the course of their employment caused by any person the **Insurer** insures under this **policy** if cover is provided under an employer's liability insurance issued to comply with employer's liability legislation
15. any accident, injury, loss, damage and/or liability whilst any **insured vehicle** is being driven or used in or on that section of an aerodrome, airport, airfield or military base provided for:
 - (a) the takeoff or landing of aircraft and for the movement of aircraft on the surface
 - (b) aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas
18. any liability in respect of any pollution or contamination of buildings or other structures or of water or land or the atmosphere by naturally occurring or man-made substances, forces or organisations or any contamination of them whether permanent or transitory and however occurring and all injury loss or damage directly or indirectly caused by the pollution or contamination, except liability which the **Insurer** is obliged to cover by the law relating to compulsory motor insurance
16. any accident, injury, loss, damage or liability when any vehicle covered by this policy is:
 - (a) being driven by or in charge of any person who holds a provisional driving licence and who is not accompanied by a person aged 21 years or over holding a full driving licence issued in the UK which has been held for at least 3 years
 - (b) being driven by or in charge of any person or used for any purpose not permitted by the **Certificate of Motor Insurance** (but the **insured vehicle** is covered while kept for servicing or repair by a bona fide motor repair business)
 - (c) being driven by or in the charge of any person unless they hold a licence to drive such a vehicle or have held and are not disqualified from holding or obtaining such a licence unless the injury, loss or damage was caused as a result of the **insured vehicle** being stolen or having been taken without **your** permission.

Part A – Commercial Vehicle Cover

17. towing for reward a caravan, trailer or disabled mechanically propelled vehicle (unless specified in **your schedule**)
18. towing more than one caravan, trailer or disabled mechanically propelled vehicle at any one time.
19. any liability **you** have accepted by agreement or contract unless that liability would have existed otherwise.
20. any liability incurred as a result of an agreement or contract unless that liability would have existed otherwise.
21. loss or destruction of or damage to the **insured vehicle** or any other loss or any legal liability directly or indirectly caused or contributed to by or arising from:
 - (a) ionising, radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste or the combustion of nuclear fuel
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive, nuclear assembly or nuclear component
 - (c) Earthquake
22. loss or damage from theft or attempted theft of the **insured vehicle** whilst the ignition key or electronic starting device of the **insured vehicle** has been left in or on the **insured vehicle**.
23. loss or damage from theft or attempted theft of the **insured vehicle** whilst the vehicle, or any part thereof, is left unlocked or whilst any windows or sunroof of the **insured vehicle** are not fully closed.
24. any damage caused by frost unless **you** have done the following:
 - (a) added anti-freeze solution to the water in the water system and maintained the solution in recommended proportion or
 - (b) when the **insured vehicle** is not in use, completely drained the water from the radiator, the cylinder block and the entire circulatory water system by means of all taps and plugs provided.
25. loss or damage caused by an inappropriate type or grade of fuel being used.
26. any accident, injury, loss, damage and/or liability caused sustained or incurred whilst any **insured vehicle** is:
 - (a) being used for Public or Private Hire; or
 - (b) for the carriage of passengers for hire or reward; or
 - (c) for the carriage of goods of a hazardous or explosive nature; or
 - (d) for the conveyance of a load in **excess** of the maximum set against that **insured vehicle**
27. any liability for paintwork where altered from the manufacturer's original standard finish (e.g. sign-writing), unless included in **your schedule**. Otherwise **our** liability for paintwork in respect of claims under this policy is restricted to the costs which would have been involved in repairing or re-spraying the damaged area to the manufacturer's original standard finish.
28. except to the extent that the **Insurer** is liable under the Road Traffic Acts the cover under this policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event.
 - (a) terrorism being any act or acts including but not limited to the use or threat of force and/or violence and/or harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

Part A – Commercial Vehicle Cover

- (b) war, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power.
- (c) riot or civil commotion if it happens outside Great Britain, the Isle of Man, the island of Guernsey, the island of Jersey and the island of Alderney.
- (d) any action taken in controlling, preventing, suppressing or in any way relating to above.

Where the **Insurer** is liable under the Road Traffic Acts the maximum amount the **Insurer** will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by **you** or any other person and for which cover is provided under this section will be the third party property damage limit specified in the **policy** in respect of all claims consequent on one originating cause or such greater sum as may in the circumstances be required by the Road Traffic Acts

- 29. loss or damage caused directly or indirectly by fire if the **insured vehicle** is equipped for cooking or heating food or drink
- 30. confiscation or requisition or destruction by under order of any government or public or local authority
- 31. any claim if any person insured under this section fails to keep to the terms, exceptions and conditions of this policy as far as they apply, or if they are entitled to claim payment or insurance under any other policy.
- 32. the death, bodily injury or illness of any person caused by food poisoning, anything harmful obtained in any goods supplied, or any harmful or incorrect treatment given at or from the vehicle
- 33. legal costs or expenses related to charges connected with speeding, driving under the influence of alcohol or drugs, or for parking offences

- 34. any liability that is not required to be covered under the terms of the Road Traffic Act whilst **you** are loading or unloading directly from the **insured vehicle**
- 35. liability for death, injury or damage when the **insured vehicle** is not on a public road and is in the process of being loaded or unloaded by any person other than the driver or attendant of the **insured vehicle**

Part A – Commercial Vehicle Cover

Endorsements to Part A – Commercial Vehicle Cover

The endorsement numbers which apply are shown in the schedule.

1. Drivers under the age of 25 excluded

No cover is provided if the **insured vehicle** is being driven by or in the charge of any person under the age of 25

2. Drink / Drugs

If at the time of an accident the driver of the **insured vehicle** is found to have exceeded the statutory limits as expressed in road traffic legislation in force at the time of the accident in respect of the consumption and/or use of alcohol or drugs then the maximum the **Insurer** will pay is a sum required to meet only their obligations to comply with the Road Traffic Acts that are active at the time of the accident.

3. Alarms, immobilisers and tracking devices

You have declared that the **insured vehicle** is fitted with the security device specified in the proposal form. This device must be in operation any time the **insured vehicle** is unattended or unoccupied. Cover for theft or attempted theft will be excluded in the event of a claim arising and the devices are not in operation

7. Interest as owner

The **Insurer** has noted that a Third Party has an interest in the **insured vehicle** identified in the **Certificate of Motor Insurance** and the **Insurer** will indemnify them in the event of total loss or unrecovered theft of the **insured vehicle**.

8. Social Domestic and Pleasure use only

Cover is restricted to Social Domestic and Pleasure use for all drivers except **you**

9. Garaging Discount

You have accepted a premium discount in return for keeping the **insured vehicle** in a locked garage between the hours of 11pm and 6am the following morning when not in use. In the event of a claim for theft, attempted theft or malicious damage when the **insured vehicle** is not garaged or in use between these times, the **excess** will be increased by GBP 500

10. Garaging Condition

It is a condition of this policy that the **insured vehicle** is kept in a locked garage between the hours of 11pm and 6am the following morning when not in use. In the event of a claim for theft, attempted theft or malicious damage when the **insured vehicle** is not garaged or in use between these times, no cover will apply

Part A – Commercial Vehicle Cover

12. Increased Theft **excess**

The **excess** for theft and attempted theft of the **insured vehicle** is increased by GBP 200.

13. Young or inexperienced driver increased **excess**

The policy **excess** is increased by GBP 100 in the event that a driver named on the **schedule** who is under the age of 30 or who has held a full EU or **United Kingdom** licence for less than 3 years is driving or in charge of the **insured vehicle** at the time of an insured incident.

14. Increased Malicious Damage **excess**

The malicious damage **excess** is increased by GBP 200

15. Increased policy **excess**

The policy **excess** is increased by GBP 200 in the event of an insured incident.

17. Restricted liability for costs of bespoke paintwork / signwriting.

The maximum the **Insurer** will pay in the event of damage to bespoke paintwork or signwriting on the doors or body panels of the **insured vehicle** is GBP 1,000 any one insured incident.

18. Trailer Cover

In return for an additional premium the **Insurer** will provide the same level of cover to the trailer **you** have specified to the **Insurer** as the **insured vehicle**. This cover only applies whilst the trailer is attached and excludes and goods or tools within the trailer

19. Include personal possessions

Personal possessions to a value of GBP 100 are covered if they are lost or damaged during an insured incident subject to any **excess** shown in **your** policy documents. They must be kept from view in a locked glove compartment or other storage facility when the **insured vehicle** is unattended and the windows and sunroof must be closed and doors locked

20. Exclusion of Injury Benefits

Injury benefits are excluded except as required by the Road Traffic Acts

21. Additional voluntary **excess**

You have agreed to pay an additional voluntary **excess** in the event of more than one fault claim in any one policy year

Part A – Commercial Vehicle Cover

22. Protected No Claims Discount

In return for an additional premium, the **Insurer** will not reduce **your** No Claims Discount for the first 2 claims where the **Insurer** do not make 100% recovery (excluding windscreen claims).

23. Modifications

The **Insurer** have accepted the modifications **you** have notified to **us** and will pay up to GBP 1,000 to replace, repair or reinstate the modifications to the pre-incident condition

24. Medical Benefits Included

Emergency medical treatment is included for the driver and passengers to a maximum benefit of GBP 100 per person

25. Hotel Benefit Included

If the **insured vehicle** cannot be driven after an accident or loss covered under Section 1 of this policy, the **Insurer** will pay up to GBP 150 for the driver (or GBP 250 in total for all the people in the **insured vehicle**) towards the cost of hotel expenses for an overnight stop if this is necessary and **you** are more than 25 miles from the normal overnight parking address shown in **your schedule**.

26. Audio, Visual and Navigational Equipment Included

Audio, visual and navigational equipment cover is included to the value of GBP 500 if permanently fitted to the **insured vehicle**. No cover for theft applies unless the insured vehicle is stolen at the same time.

27. Working Radius

You have advised the **Insurer** that **you** work within a 75 mile radius of **your** business address and have received a discount to **your** premium in return. If **you** are involved in an incident that leads to a bone fide claim whilst on business more than 75 miles from **your** business address, any **excesses** that apply will be doubled

28. Annual Mileage

The total annual mileage must not exceed the level that appears on the **schedule**. We will charge an additional premium equivalent to the amount the **Insurer** would have charged had the correct mileage been notified to them.

31. Driving other vehicles included

You are insured to drive other vehicles not owned by **you** or a member of **your** family or **your** business partner(s). Cover is restricted to that provided under Section 2 only and does not provide any cover for loss or damage caused to the other vehicle **you** are driving. This cover is intended for emergency use and if **you** plan to drive someone else's vehicle regularly, **you** should be named on their policy.

Part B – Accidental Death Cover

Cover

This insurance covers the **insured person** whilst driving the **insured vehicle** for accidental death caused by a sudden, unexpected event during the **period of insurance** following an **accident** within the **United Kingdom**.

The maximum accumulation limit for any one event shall be GBP 10,000.

It is warranted that:

1. the **insured person** has not attained 70 years of age, and
2. the **insured person** is normally resident in the **United Kingdom**, and
3. this insurance excludes all claims arising from physical or mental conditions or disabilities of a recurring or chronic nature from which the insured person(s) suffered, and was known to suffer, prior to the inception of this insurance.

Exclusions to Part B – Accidental Death Cover

This Accidental Death Cover does not cover death directly or indirectly arising out of or consequent upon or contributed to by:

1. the **insured person** committing or attempting to commit suicide or intentionally inflicting self-injury, while sane or insane.
2. war, invasion, act of foreign enemy, hostilities (whether war to be declared or not), civil war, rebellion, revolution, terrorist activity, insurrection or usurped power (except where the **Insurer** needs to provide cover to meet the minimum insurance required by the relevant law).
3. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.
4. nuclear reaction, nuclear radiation or radioactive contamination.
5. venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV) howsoever these have been acquired or may be named.
6. deliberate exposure to exceptional danger (except in an attempt to save human life) or the **insured person's** own criminal act or being under influence of alcohol or drugs.
7. the **Insured person** being intoxicated by alcohol or drugs.
8. neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or emotional diseases or disorders of any type.

Part B – Accidental Death Cover

Conditions to Part B – Accidental Death Cover

1. It is a condition precedent to the **Insurer's** liability to pay compensation to the **insured person** or their representatives that all medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical advisor appointed by the Insurer or on its behalf and that such medical advisors shall, for the purpose of reviewing the claim, be allowed as often as may be deemed necessary to make examination of the **insured person**.
2. If a physical disability or condition of the **insured person** which existed before the insured event occurred, the amount of any compensation payable under this Accidental Death Cover in respect of the consequences of the insured event shall be the amount which is reasonably considered would have been payable if such consequences had not been so aggravated.

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