

**DRIVERGUARD POLICY WORDING**  
(Rev. Jan 2018)

**DEFINITIONS**

The Insurer.....shall mean Isle of Man Assurance Limited. (IOMA)  
The Insured.....shall mean the person or Company named as such in the schedule hereto..  
The Schedule.....shall mean the document which gives details of the cover you have purchased.  
"Motor vehicle" shall mean:  
(i) A motor vehicle which is constructed for the carriage of passengers and their effects and is adapted to carry not more than seven passengers and does not exceed 3500kgs, of which the Insured is the owner or which he/she is authorised to drive, but shall not include any such motor vehicle which is at any time used for hire or reward;  
And/or  
(ii) A Motor Cycle which is a mechanically propelled vehicle, with or without a sidecar, with fewer than four wheels of which the weight unladen does not exceed 410 kilograms.  
"Member state of the European Union" shall mean those states which are for the time being members of the European Union other than the United Kingdom but excluding any overseas territories belonging to such member state.

**THE POLICY WORDING.** In consideration of the Insured having submitted an Application which has been accepted by the Insurer which is incorporated in and forms part of the Policy, and the Insured having paid the appropriate premium shown in the Schedule hereto, the Insurer agrees to indemnify the Insured as hereinafter provided in accordance with and subject to the Terms, Conditions and Exclusions set out herein. The Insurer will indemnify the Insured in respect of alternative travel costs incurred by the Insured for a period not exceeding twelve months, if, during the Period of Insurance stated in the Schedule, the Insured has been temporarily or permanently prevented from driving as a result of Disqualification or Injury or Loss of Use (see Schedule for relevant benefits).

**PROVIDED THAT**

(i) the Insurer shall only indemnify the Insured for alternative travel costs incurred whilst the Insured is temporarily or permanently prevented from driving and **PROVIDED FURTHER** that the Insured shall, in any one period of insurance, supply to the Insurer such evidence as the Insurer may require of the period of disqualification or incapacitating injury and the travel costs incurred;  
(ii) the Insurer shall only be liable to pay for the travel costs incurred under one Section of this policy in respect of any one claim or in respect of any one incident or a series of incidents arising out of any one event and/or

iii) The Insured may not claim under multiple sections of the Policy concurrently and

**PROVIDED FURTHER** that the Insurer's maximum liability shall not exceed the Maximum Benefit stated in the Schedule; (iv) if the period of disqualification or incapacity is less than twelve months, the Insurer's liability shall not exceed the sum that represents the same daily proportion of the Maximum Benefit stated in the Schedule as the period of disqualification or incapacity bears to twelve months; (v) "alternative travel costs" shall not include any alternative travel costs which in the opinion of the Insurer would have been incurred by the Insured irrespective of such disqualification or incapacitating injury.

**SECTION 1 – DISQUALIFICATION (All policies)**

... of a temporary nature arising under the legislation for the time being in force in the United Kingdom (or any part thereof), the Channel Islands or the Isle of Man arising out of either a single offence of speeding or out of the disqualification by addition of points endorsed on your driving licence (totting up) either by a court or administratively under fixed penalty schemes

**PROVIDED THAT:**

the incident from which the claim arises occurs whilst the Insured was driving or in control of a motor vehicle or motor cycle of which he/she was the owner or which he/she was authorised to drive. If an incident shall occur during the Period of Insurance but the Insured is disqualified from driving as a result of such incident after the Period of Insurance then provided that the Insured shall have notified the incident to the Insurer in accordance with the terms and conditions of this Policy, then such disqualification shall for the purposes of this Policy be deemed to have occurred during the Period of Insurance.

**CONDITIONS (Disqualification)**

(a) If an Insured person is disqualified from driving for speeding or by addition of penalty points under the legislation for the time being in force in the United Kingdom (or any part thereof, the Channel Islands or the Isle of Man), he/she shall not be eligible to make a further claim by reason of such disqualification for a period of twelve (12) months from the date of his/her last previous conviction for the offence which led to or caused the disqualification.  
(b) If during the period of insurance the insured becomes liable for disqualification arising out of either one single offence of speeding or as a result of the adding together (totting up) of penalty points endorsed upon the driving licence of the insured by a court or as a result of a fixed penalty and would if disqualified be entitled to benefit under this Policy and

he/she is instead of disqualification offered the opportunity to attend a Speed Awareness Course or Road Safety Course run by any Police Force, Local Authority or recognised and designated course provider as an alternative to prosecution or fixed penalty, the insured must accept the offer of attendance and attend and satisfactorily complete the said course, for which the insured shall be entitled to claim the cost of attending the course under this Policy. But if the insured refuses or neglects to so attend the course so offered or shall attend and not complete the course or shall not pass the course to the satisfaction of the Police Force, Local Authority or recognised or designated course provider, he/she shall not be entitled to any benefit under the policy for any disqualification so arising

**CLAIMS (Disqualification)**

To claim under this section the Insured will be asked to complete and submit a claim form available from the Insurer, as well as a copy of their driving licence and other relevant correspondence.  
The Insured shall give written notice to the Insurer within 30 days of their receipt of the first piece of correspondence (ie any Notice of Intended Prosecution, Complaint, Summons or other communication) in relation to any offence covered by this policy which may result in the penalty points endorsable on his/her licence totalling twelve or more, or a single speeding offence which may result in disqualification. A copy of the first piece of correspondence must accompany the Insured's written notice (see GENERAL CLAIMS ALL SECTIONS 1).

**EXCLUSIONS (Disqualification)**

The Insurer shall be under no liability:  
(a) if the Insured has at the commencement of the First Period of Insurance had his/her driving licence endorsed with more than nine penalty points (or whatever number of penalty points have been accepted by the insurer) or has been served with a Notice of Intended Prosecution or other process alleging an offence which may on conviction result in his/her penalty points exceeding the number declared and accepted; (b) for that period of disqualification which exceeds twelve months;  
(c) for alternative travel costs incurred as a result of the Insured being temporarily or permanently prevented from driving following a conviction for driving or being in charge of a motor vehicle or motor cycle whilst unfit through drink or drugs or with excess alcohol or for failing to provide a specimen of breath, blood or urine for analysis or dangerous or reckless driving, or using a vehicle uninsured against third party risks or for failing to notify driver details to the Police, or if any endorsements (totting up points) contributing to disqualification include conviction for any of the above, whether

or not such conviction is the sole reason for disqualification.  
Refer also to General Claims, Exclusions and Conditions.

**SECTION 2 – INJURY (Check your policy schedule)**

...providing cover for incapacitating injury caused by accidental external forcible or violent visible means excluding any injuries sustained while in control of or as a passenger on a motor cycle.

**EXCLUSIONS (Injury)**

The Insurer shall be under no liability  
(a) for incapacity for any period which exceeds twelve months;  
(b) if the Insured was incapacitated or had any physical or mental defects or infirmity which was known or ought to have been known to the Insured prior to commencement of the Policy unless it had been declared to and accepted in writing by the Insurer;  
(c) if the Insured's incapacity was caused by a medical condition which was not the result of an injury caused by accidental external forcible or violent visible means;  
(d) for injury sustained while the Insured was:(i) riding or a passenger on a motor cycle(ii) under the influence of drugs or alcohol unless it is established by the Insured that the drug was taken in accordance with medical prescription or directions and not for the treatment of drug or alcohol addiction;(iii) flying or taking part in aerial activities, except while travelling in a fully licensed passenger carrying aircraft as a passenger and not as aircrew, nor for the purpose of any trade or technical operation in or on the aircraft;(iv) taking part in any professional sport.  
(e) for injury occasioned by, happening through or in consequence of:  
(i) war, invasion, civil disorder, act of foreign enemy, terrorism, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power;  
(ii) attempted suicide of the Insured or self-inflicted injury or self-exposure to needless peril (except in an attempt to save human life).  
**CLAIMS (Injury)**  
The Insured shall within 30 days of ANY incident which may give rise to a claim under this section of the Policy give notice in writing to the Insurer of said incident. Where a claim is made by the Insured arising out of incapacitating injury as covered under this Section of this Policy, the Insured shall produce to the Insurer, at his/her own expense, a claim form/certificate as specified by the Insurer to be completed and signed by a Registered Medical Practitioner, certifying his/her injuries, the date that such injuries were sustained and advising as to the period during which the Insured is likely to be prevented from driving. The Insured shall, if so required, upon an agreed date make himself/herself available for a

medical examination by a doctor nominated by the Insurer.

Refer also to General Claims, Exclusions and Conditions.

### SECTION 3 – EMERGENCY FUNDS

#### (Check your policy schedule)

If, during the course of a journey, the Insured shall lose the use of the motor vehicle or motor cycle which he/she was driving or in control of in a motor accident or as a result of theft or vandalism occurring in the United Kingdom, the Channel Islands, the Isle of Man or a member state of the European Union, during the Period of Insurance, the Insurer shall indemnify the Insured in respect of the necessary travel expenses incurred by the Insured to complete the journey by public transport or reasonable emergency accommodation expenses

#### PROVIDED THAT:

- (a) the motor accident or theft or vandalism is the subject of a valid motor insurance claim by the Insured;
- (b) the Insurer's maximum liability in respect of any Period of Insurance shall not exceed the Maximum Benefit stated in the Schedule.

#### CLAIMS (Emergency Funds)

The Insured shall within 30 days of ANY incident which may give rise to a claim under this section of the Policy give notice in writing to the Insurer of said incident. Refer also to General Claims, Exclusions and Conditions.

### SECTION 4 – LOSS OF USE (Check your policy schedule)

If the Insured shall lose the use of the motor vehicle or motor cycle which he/she was driving or in control of in consequence of a motor accident or of theft or vandalism occurring in the United Kingdom, the Channel Islands, the Isle of Man or a member state of the European Union, during the Period of Insurance

**PROVIDED THAT** such accident, theft or vandalism is the subject of a motor insurance claim by the Insured, the Insurer shall indemnify the Insured for the costs incurred by the Insured for the hire of a self-drive vehicle for the period that the motor vehicle or motor cycle is not in use

#### PROVIDED THAT:

- (a) the period of hiring does not exceed 28 consecutive days or until the discharge of any claim made to the Insured's motor insurer or until the discharge of the motor vehicle by the Insured's motor repairers, whichever period is the lesser;
- (b) the Insured shall bear the cost of the first three days of any consecutive twenty-eight (28) day period and may only make a claim for the cost of hiring a self-drive motor car for the twenty-five (25) consecutive days following the said first three (3) days of hiring;
- (c) the Insured shall take action to ensure that repairs are commenced and completed as quickly as reasonably possible;
- (d) the Insurer's maximum liability in respect of any one claim shall not exceed

the Maximum Benefit stated in the Schedule;

(e) **PROVIDED THAT** no more than two claims shall be accepted in any Period of Insurance.

#### CLAIMS (Loss of Use)

The Insured shall within 30 days of ANY incident which may give rise to a claim under this section of the Policy give notice in writing to the Insurer of said incident. Where a claim is made by the Insured under this Section of this Policy, the Insured shall supply to the Insurer all such invoices and other information requested by the Insurer to verify the claim and the amount of the claim including a completed claim form (available from the Insurer), together with verification that the loss or incident was reported to the police and the Insured's motor insurers. Refer also to General Claims, Exclusions and Conditions.

#### GENERAL CLAIMS (ALL SECTIONS).

1. All claims notifications shall be sent to Isle of Man Assurance Limited, at the address shown on the Schedule. If such notice is not received by the Insurer within the specified time the Insurer shall be under no obligation to pay any claim or benefits arising from such incident.
2. The Insurer shall be entitled, at any time, to require the Insured to provide at his/her expense such evidence as the Insurer may require of any disqualification, accident, injury or other matter relating to any claim.
3. In the event of any claim in accordance with the conditions of this Policy, the Insured shall, at the request and expense of the Insurer, take or permit to be taken all such steps as may reasonably be required by the Insurer for the purpose of enforcing any rights against or of obtaining any relief or indemnity from any person, to which the Insurer shall, upon providing to the Insured any such payment, become entitled by subrogation.
4. If, at the time of any claim under this Policy, there be any other insurance effected by or on behalf of the Insured, (or which would be effective but for the existence of this Policy) covering similar benefits insured hereunder the liability of the Insurer shall be limited to the extent of any excess beyond the amount payable (or the amount which would have become payable) under such other insurance.
5. In the event of any claim made under this Policy the Insurer reserves the right to charge the Policyholder higher renewal premiums
6. Where the Insured has nominated in writing a person to act as a driver in the event of a claim: (i) the Insured shall produce to the Insurer such documentation to confirm that the driver has been employed by the Insured (Chauffeur Agreement Form);(ii) the Insurer may require such documentation (Chauffeur costs claim sheet) to confirm that monies claimed by the Insured have been passed to the driver. (iii) the Insured

should ensure that the persons/companies used to maintain his/her mobility are licensed and insured for the purpose of providing vehicles and drivers for hire and gain.

7. Where the Insured is using methods of transportation other than a person to act as driver in the event of a claim the Insured shall obtain all relevant receipts and produce an account listing the daily use and cost of journeys made.

#### GENERAL EXCLUSIONS

The insurer shall be under no liability,

1. In the respect of the insured if he/she:
  - (a) ... has not attained the age of 21 years and
  - (b) ... is not the holder of a full driving licence valid in the United Kingdom, the Channel Islands or the Isle of Man; and
  - (c) ... has not held a full driving licence valid in the United Kingdom, the Channel Islands or the Isle of Man for a period of at least two years; and
  - (d) ... is not resident in the United Kingdom, the Channel Islands or the Isle of Man.

Or

- (e) ... does not hold a full motor cycle driving licence valid in the United Kingdom, the Channel Islands or the Isle of Man and he/she has not held such licence for a period of at least two years.
2. Unless the incident from which any claim arises occurs:
  - (a) within the Period of Insurance; and
  - (b) at a time when the Insured has duly paid all premiums due to the Insurer.
3. In respect of any claim arising from travel to a territory contrary to the advice of the Foreign Office.

#### GENERAL CONDITIONS

1. The Application and Declaration made by the Insured are the basis of and shall form part of this Policy.
2. Liability of the Insurer hereunder shall be conditional upon the Insured observing the terms and conditions of this Policy. The Policy and Schedule are to be read as one contract.
3. Any material alteration which is likely to affect the risk must be advised to the insurers immediately. Failure to disclose all material facts could result in the policy being invalidated.
4. The Insurer may cancel this Policy by giving 15 days written notice by recorded delivery letter to the Insured at his/her last known address. In such event the premium for the period up to the date when the cancellation takes effect shall be calculated and the Insurer shall return any unearned portion of the premium paid to the Insured unless the Policy is cancelled because of the submission of a false or fraudulent claim by the Insured when no refund of premium will be made.
5. If the premium due hereunder (whether paid annually, quarterly or monthly) remains unpaid after the date upon which it, or any part of it, becomes due and payable (whether or not demanded by the

Insurer,) this Policy shall be deemed to be cancelled forthwith.

6. This Policy is not transferable and no premium or portion of a premium paid by the Insured is refundable....(except under General Conditions clause 4 above)
7. If the Insured shall give false or misleading information to the Insurer at any time, this Policy shall become void and the Insured shall forfeit all privileges and entitlements under this Policy and shall have no claim whatsoever against the Insurer.
8. If the Insured shall make any claim knowing the same to be fraudulent as regard to amount or otherwise, this Policy will be cancelled and all claims hereunder shall be forfeited.
9. Headings are included in this Policy for ease of reference only and shall not affect the interpretation thereof.
10. Payment to the Insured by the Insurer for an insured benefit shall be a valid discharge of the Insurer's liability.
11. Any word or expression in this Policy to which a specific meaning has been given shall bear that meaning wherever it appears and unless otherwise stated references to statutory provisions and other legislation are references to the statutes of the United Kingdom Parliament.
12. The Insurer will give notice of renewal terms, any alteration to your cover or premium, in writing, at least 21 days prior to the renewal date and, unless the policyholder requests otherwise in writing, will automatically renew policies paid for by direct debit or standing order.
13. The Insurer reserves the right not to offer renewal of any Policy
- 14 The declarations made by the Insured whether verbal, via the Internet or written are the basis of and are incorporated in this contract.
15. This Policy shall be subject to and construed in accordance with the laws of the Isle of Man.
16. For further information, or if you wish to complain about any aspect of the service you have received, please contact Isle of Man Assurance Limited. If your complaint is not dealt with to your satisfaction you can complain to the Isle of Man Financial Services Ombudsman. Copies of our complaints handling procedure are available on request.
17. This insurance is underwritten by Isle of Man Assurance Limited ("IOMA"), of IOMA House, Hope Street, Douglas, Isle of Man. IOMA is authorised and regulated by the Isle of Man Financial Services Authority. Holders of policies issued by IOMA will not be protected by the United Kingdom Financial Services Compensation Scheme if IOMA should become unable to meet its liabilities.