



The Westminster Taxi Policy

April 2014



WESTMINSTER INSURANCE

the taxi insurance specialists

Contents

Introduction to your policy	1
Making a claim	2
General definitions	4
Part A – Motor	6
Definitions	6
Conditions and clauses	8
Uses and drivers	11
Driving other vehicles - optional covers	12
Section 1 – Liability to others including	14
• taxi business public liability	15
• optional extension employers liability	16
Section 2 – Your vehicle	18
The cover	18
Making a claim	18
How we will settle your claim	19
Extensions	20
Optional extensions	22
Exclusions	23
Part B – Legal expenses	24
Definitions	24
The cover	25
Insured events	25
Conditions	26
Exclusions	27
Part C – Road rescue	28
Definitions	28
Conditions	29
Exclusions	30
Section 1 – United Kingdom	32
Section 2 – European Road Rescue	34
Part D – Taxi driver’s personal accident	37
Definitions	37
The cover	38
Condition	38
Exclusions	38
General conditions	39
General exclusions	43
Important information – please read	46
Risk management conditions	46
Supplying essential information and making changes	46
Data protection – information uses	47
Motor Insurance Database disclosure	48
Complaints	48
Financial Services Compensation Scheme	49

Introduction to your policy

Thank you for choosing The Westminster Taxi Policy underwritten by Tradex Insurance Company Limited of which we are part. We are pleased to welcome you as one of our valued policyholders.

This policy is a legal contract which is based on the information you supplied when you applied for this insurance. Insurers rely on that information to decide what cover to provide and how much you will pay. It is therefore essential that all the information given is complete and accurate and that you have not withheld or misrepresented any facts and circumstances which will affect your insurance. It is also important that, throughout the life of this policy, you tell us immediately if there are any changes to the information already given. If you are not sure whether something is important or relevant, please tell us anyway as failure to do so may invalidate your insurance, result in it not operating fully or a claim payment being reduced.

This policy, together with your schedule, certificate of motor insurance and any endorsements that apply, sets out the insurance protection being provided in return for your premium. It also tells you how to make a claim and how to contact us.

Please read all the documents carefully and keep them in a safe place. You will see that certain words and phrases which have specific meanings have been defined and are in bold type throughout your policy. If you find any errors in any of the documents we have sent you, please tell us immediately so that we can make the necessary changes. We recommend that you keep a copy or record of all information you give to us, your broker or your agent.

We hope your association with us will be a long and successful one.

A handwritten signature in blue ink, appearing to be 'SE', is positioned above the name of the Chief Executive Officer.

Stephen Endean, Chief Executive Officer
Tradex Insurance Company Limited

Making a claim

Motor incidents, legal expenses, and taxi driver's personal accident

As soon as you can, please telephone either your Agent or Westminster Claims on 0845 373 1307 or from abroad +44 207 001 9200 weekdays 9.00am to 5.00pm

In an emergency, our 24 hour assistance service can be reached by telephoning **0845 373 1300** and following the instructions given.

To notify a non-emergency claim out of our business hours, please email us at **newclaims@tradex.com**

To make the claims process easier for you, the claims team will either text you or call you giving a claim reference number and their contact details.

Please note:

- So as not to prejudice your claim, you must report all incidents to us within the timescales set out in General Conditions 1 and 2 (see page 39). In any event, all claims must be reported to us within 14 days of your becoming aware of any circumstance which may give rise to a claim. However, if a "black box", camera, digital CCTV recording system and/or telematics is fitted to your vehicle you must, within 7 days of the incident, provide us with all records, footage and/or memory cards.
- You must report every incident even if there is no damage to your vehicle or you were not at fault.
- If the vehicle has been stolen, you must immediately advise the police and, if applicable, the vehicle tracing company.
- We will require full details of the incident including the names and addresses of all parties involved including witnesses, if any.
- You must send us, unanswered, every writ, summons, legal process or other communication about the claim as soon as you receive it.
- You must tell us in writing immediately you or your legal representatives become aware of any prosecution, inquest or fatal accident inquiry involving anyone covered by this policy.
- You must sign and return the claim form we send you as soon as possible together with a copy of the driver's driving licence and badge.
- If you have cover for legal expenses
 - you should not instruct your own appointed advisor in any claim falling under the jurisdiction of a small claims court and/or prior to the issue of proceedings as you may not be covered by the policy
 - where you opt to choose your own appointed advisor, you must not confirm that appointment until you have our approval.
- Send all documentation requested to
Westminster Claims Department, Victory House, 7 Selsdon Way, London E14 9GL.

Windscreen

If you have cover, please telephone 0800 36 36 36 at any time for both repairs and replacement

Please note:

- If you choose not to use our approved repairer to carry out a repair or replacement you will have to pay an additional excess of £50 for a replacement or £10 for a repair carried out by any other supplier.

Road rescue

**If you have cover, telephone the applicable Tradex and Westminster Road Rescue Helpline
United Kingdom 0800 132 450 Europe, if you have cover +44 1737 815 150**

- 1 Advise the operator that you are a Westminster Taxi policyholder.
 - 2 Quote your vehicle registration number and provide a description, if required.
 - 3 Give the vehicle's location and the nature of the fault.
- If there is damage to your vehicle for which you have cover under Part A – Motor, Section 2 – Your vehicle, you must report it to Westminster Claims as well (see above).
 - You must not drive the vehicle after an accident if it is not roadworthy or if this will, in any way, increase the damage.
 - If your vehicle is disabled as a result of an accident, it will be moved to the nearest repairer or place of safety.

General definitions

*The words and phrases shown in **bold** have the same meaning wherever they appear in the policy. They are either defined below or more specifically elsewhere in this policy.*

Act of terrorism

An act or threatened act as set out in the Terrorism Act 2000 and which is

- a) carried out by any person or group(s) of persons whether acting alone, on behalf of or in connection with any organisation(s) or government(s)
- b) committed for political, religious, ideological or other similar purposes including the intention to influence any government and/or to intimidate the public or any section of the public and which involves any serious violence, damage to property or disruption to or interference with an electronic system, any risk to health or safety or which endangers life.

Business

The business which **you** operate in the **United Kingdom** as the driver and/or owner of **your taxi(s), PHV(s) or PSV(s)**.

Claim

A claim or series of claims arising out of one event.

Co-insurance

The percentage of each **claim** which **you** have agreed to pay.

DVLA

The Driving and Vehicle Licensing Authority and/or The Driving and Vehicle Agency Northern Ireland.

Employee

A person who, under the terms of the Employers' Liability (Compulsory Insurance) Act 1969, has entered into or works under a contract of service or apprenticeship with the **business** whether the contract is expressed or implied, oral or in writing including anyone

- i) hired or lent to **you** or borrowed by **you**
- ii) supplied to **you** or employed by **you** under **your** control or supervision
- iii) who is self employed and working under **your** control or supervision
- iv) who is a prospective employee whose suitability for employment is being assessed by **you** as a driver of **your taxi, PHV or PSV**.

Endorsement

Any variation to the terms, conditions and exclusions of this **policy** shown in the **schedule**.

Essential information

All information and any particular circumstances which would influence **us** in **our** decision to provide or restrict cover and to set the level of premium and **excess(es)**.

Excess(es)

The amount(s) and/or any **co-insurance** percentage shown in the **schedule** and/or more specifically in this **policy** which will be deducted from each **claim** paid.

Family

Your spouse, your own, adopted, foster or step children, parents and any relatives living permanently with **you**.

FCA

The Financial Conduct Authority. Information on regulated companies can be obtained either by calling the FCA Consumer Helpline free on 0800 111 6768 or by visiting their website www.fca.org.uk.

Home

Your permanent private residence in the **United Kingdom**.

Indirect loss(es)

Any loss, charge or cost not directly caused by the event leading to a **claim** including, but not limited to loss of market, loss of contract, loss of use, monetary devaluation or any other similar economic loss.

Injury

Bodily injury, death, illness, disease and/or nervous shock.

IPT

Insurance premium tax.

Period of insurance

The period stated in the **schedule** for which **you** have paid and **we** have accepted a premium.

Policy

This document, the **schedule, endorsements** and, if applicable, the **certificate(s) of motor insurance** read together and any word or expression to which a specific meaning has been given having the same meaning wherever it appears.

Policyholder	The persons and/or business named as the policyholder in the schedule .
Road rage	A deliberate act by the driver or passenger of a motor vehicle which is intended to intimidate, cause harm to other people and/or damage to their vehicles or property.
Road Traffic Act(s)	The compulsory motor insurance provisions of any road traffic acts, laws or regulations which govern the driving or use of any motor vehicle in the United Kingdom .
Schedule	The document which gives details of the policyholder , insured or insured persons, the period of insurance , sums insured , endorsements applicable, excess(es) and the cover in force.
Spouse	Your husband, wife, civil partner (as defined in the Civil Partnership Act 2004) or someone you are living with as if you are married to them.
Sum(s) insured/indemnity limit(s)	The specific amount(s) or indemnity limit(s) shown in the schedule which set out the policy's financial limits.
Total loss	Where the vehicle i) has been damaged beyond economic repair or ii) repair costs exceed 60% of the market value or iii) was not recovered within six weeks of being stolen.
Tradex	Tradex Insurance Company Limited. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Register number 202917. Registered Office, Victory House, 7 Selsdon Way, London E14 9GL. Registered number 2983873. Westminster Insurance is a trading name of Tradex Insurance Company Limited.
Trailer	For the purposes of this policy <i>other than Part C – Road Rescue</i> , a trailer includes but is not limited to a caravan, semi-trailer, horsebox, container or other object used for carrying goods which itself cannot be driven.
Unattended	No-one being in, on or in a position to prevent any unauthorised interference with a vehicle , trailer and/or any contents.
United Kingdom	For the purpose of this policy , the United Kingdom includes the Channel Islands and the Isle of Man.
We/us/our/insurer	Tradex or any other insurer more specifically defined in any operative part of this policy .
You/your	a) The policyholder b) Any other person defined as an insured or insured person in any individual part or section of this policy and, where applicable, their personal legal representatives.

Part A – Motor

*Your schedule will show whether this part of the **policy** is in force.*

Specific definitions

*These specific definitions apply to this part of the **policy** and are in addition to or variations of the General definitions on pages 4 - 5 which apply to the **policy** as a whole.*

Accessories	For the purposes of this policy , accessories include <ol style="list-style-type: none">any additional and supplementary equipment fitted to the vehiclesafety equipment, child car seats and any parts kept in or on the vehiclethe maker's tool kit.
Agricultural vehicle	Any tractor or similar vehicle used for farming, gardening, animal care, forestry or snow clearance including the hauling of materials to deal with frost, ice, snow and animal feed and bedding.
Articulated vehicle	A goods carrying vehicle made up of a power unit and one semi trailer.
Black cab	A purpose built taxi which has separate compartments for driver and passengers.
Car	A private passenger vehicle with a maximum carrying capacity of 8 passengers in addition to the driver.
Certificate of motor insurance	Evidence of the existence of motor insurance as required by law.
Coach	A vehicle with a seating capacity of 17 passengers or more which may be pre-booked for specific journeys or which is operated as a scheduled bus service.
Commercial vehicle	A vehicle used for commercial purposes or a horse box of up to 7.5 tonnes gross vehicle weight where the driver is not required to have a special driving or operator's licence.
Fare money	Cash, cheques, credit and debit card sales vouchers and travellers cheques belonging to, held by or in connection with your business .
Green card	The document required by certain non European Union (EU) countries to provide proof that you have the minimum insurance cover required by law to drive the vehicle in that country.
Imported vehicle	A vehicle which may have been registered in but was not originally built to be sold in the United Kingdom .
In-vehicle equipment	Any in-vehicle entertainment system (including cassettes, CDs, DVDs and films), telephone, "black box", camera, digital CCTV recording, telematics, data transmission, communication, satellite navigation and taxi metering and printing equipment, roof sign, CB and two-way radio whilst permanently fitted to the vehicle or specifically designed to be removable or partly removable and which cannot function independently of the vehicle .
Keys	Any key, fob, entry card or other device or keyless entry system used to access and/or start the vehicle .
Market value	The current cost of replacing your vehicle with a comparable one of similar type and condition determined by reference to standard trade guides.
MID	Motor Insurance Database.
Minibus	A motor vehicle constructed and/or adapted to carry between 9 and 16 passengers in addition to the driver.

Moped

A motorcycle with a maximum design speed not exceeding 30mph, weighing not more than 250kg and with an engine of 50cc or less. The definition also includes motorcycles that can be moved by pedals if first used before 1 August 1977.

Motorcycle

A mechanically propelled vehicle, not being an invalid form of transport or a **moped**, with fewer than four wheels and the unladen weight of which does not exceed 410kg.

Personal effects

Personal effects include but are not limited to clothing, handbags, wallets, briefcases and luggage *however, mobile telephone, communication, photographic, portable media, computer and associated equipment, jewellery, watches, money, documents, sports equipment and pedal cycles are excluded.*

Private hire vehicle/PHV

A **car, minibus or motorcycle** but not a **taxi or PSV or coach** available with a driver and licensed for hire or reward by the appropriate authority.

Public service vehicle/PSV

A **taxi or PHV** operated under the terms of the Special Restricted PSV Operator's (PSV O) licence held by **you**.

Quad bike

An off-road ride-on vehicle with four large wheels designed for agricultural and recreational use.

SORN

The Statutory Off Road Notification to the **DVLA** of a **vehicle** registered in Great Britain or Northern Ireland.

Taxi

A **public hire vehicle** licensed by the appropriate authority to ply for hire, be flagged down or hired at a taxi rank and which displays a roof sign and hackney carriage plate showing its licence number and the maximum number of passengers allowed to be carried.

Territorial limits

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France including Monaco, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy including San Marino and Vatican City, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland including Liechtenstein.

Vehicle

Any **taxi, PHV, PSV, car, motorcycle, moped** and **commercial vehicle** including its permanently fitted **accessories** and **in-vehicle equipment**, which is

- a) owned, registered, leased or hired under a hire purchase agreement by **you**
- b) described in the **schedule** and current **certificate of motor insurance**
- c) recorded on the **MID**.

You/your/insured

The **policyholder** and any other person permitted in the **schedule** and **certificate of motor insurance** to drive or use the **vehicle**.

Specific conditions and clauses

1 Cancellation

If this part of the **policy** is cancelled either by **you** or **us** as set out in General condition 11 on page 41, **we** may refund a proportion of the premium, however, no refund of premium will be allowed

- a) until **you** have returned the current **certificate(s) of motor insurance** and cover notes to **us**
- b) if a **claim** has been made or an incident which may give rise to a claim has occurred.

In all instances a policy charge of up to £35 plus **IPT** may be levied.

Cancellation by you

You may be entitled to a refund of the pro-rata portion of the premium less 25%.

Cancellation by us

You may be entitled to a pro-rata refund of premium.

2 Instalment premiums and total losses

If, following a **claim we** have agreed to pay, **your vehicle** is a **total loss** and **you** have not paid all **your** instalments, the premium **you** owe will be deducted from any payment **we** make.

3 No claim bonus

We will, if applicable and depending on the number of **claims** arising during each twelve month **period of insurance**, increase or reduce the annual renewal premium in accordance with the bonus scales which apply at the time. The percentage discounts which the bonuses represent are **our** standard scales as published on our website www.mywestminsterinsurance.com or available from Head Office, brokers, agents and our branches. The bonus allowances will be at **our** sole discretion and **we** may reduce **your** bonus if **we** are still investigating a **claim** at renewal.

If **we** have not received proof of **your** no claim bonus from **your** current or previous insurer within 30 days of cover incepting, **we** may, at **our** option charge an additional premium and/or cancel the **policy**.

Where **you** have protected **your** no claim bonus and

- a) **we** have paid a **total loss claim**, **we** will offset the remaining annual premium calculated on a pro-rata basis against the premium required for its replacement *but not if the replacement vehicle is itself the subject of a total loss claim in the same period of insurance*
- b) **you** have made a **claim** during the **period of insurance we** may, at **our** option, increase **your** premium at renewal.

Both standard and protected no claims bonuses

- a) will be applied, depending on the basis on which the premium has been calculated as if a separate insurance had been issued for each **vehicle** shown on the **schedule**
- b) cannot be
 - i) earned if the **period of insurance** is less than twelve months
 - ii) transferred to another person or business
 - iii) transferred to another vehicle following a **total loss** unless we agree otherwise.

When calculating the applicable no claims bonus, **we** will disregard those **claims** where **we** are able to make a full recovery of **our** outlay.

4 Excesses

Where **excesses** are shown in the **schedule** and/or elsewhere in this part of the **policy**, **you** have agreed to pay these for each incident of loss, damage or liability. Certain **excesses** are cumulative depending on the type and circumstances surrounding a particular **claim**. In most cases **we** will deduct the total **excess** amount from the settlement **we** make but, where **we** are obliged to settle a third party property **claim** in full without deducting any applicable **excess(es)**, **we** will claim back the amount from **you** and **you** agree to pay it to **us** without delay. Failure to do so may result in the cancellation of the **policy**.

5 Additional excess for young or inexperienced drivers

If a **vehicle** is damaged whilst a young or inexperienced person (including the **policyholder**) is driving or in charge of it, **you** will have to pay the following additional **excess** in addition to any other **excess(es)** specified in the **schedule**. The **excess** does not apply to third party personal injury claims.

Age of Driver	Additional excess amount	
	Inexperienced drivers Full United Kingdom licence held for less than 1 year	Experienced drivers Full United Kingdom licence held for over 1 year
Under 19	£1,000	£850
19 up to 21	£850	£800
21 up to 23	£750	£700
23 up to 25	£650	£600
25 and over	£400	NIL

6 Emergency, medical and overnight expenses

If **you** or any passenger in **your vehicle** is injured as a direct result of an accident, **we** will

- i) reimburse **you** for any payments made for emergency treatment under any **Road Traffic Act** (if this is the only payment **we** make, **your** no claims bonus will not be affected)
- ii) pay up to
 - a) £250 per injured person and £1,000 in all for medical expenses *other than physiotherapy treatment, arising from the accident*
 - b) £250 per injured person and £1,000 in all for treatment from a chartered physiotherapist provided that **we** have agreed the course of treatment in advance
 - c) £250 towards necessary overnight hotel expenses incurred by the driver and passengers in **your vehicle** if it cannot be driven after an insured accident or loss.

7 “Black box”, CCTV and telematics

Where **your schedule** shows that **you** are required to or have, in order to obtain a premium discount, elected to have a “black box”, camera, digital CCTV recording system and/or telematics fitted in or to a **vehicle**, **you** must

- i) ensure that these
 - a) have been installed and are being used in accordance with manufacturers’ requirements and instructions for their correct operation
 - b) are fully operational and activated at all times
- ii) keep all maintenance contracts and/or service subscriptions in force
- iii) within 7 days, provide **us** with all records, footage and/or memory cards relating to any incident which may give rise to a **claim**.

8 Spanish bail bond

We will provide a guarantee or deposit of up to £5,000 to facilitate **your** release or that of **your vehicle** and its attached **trailer** if, as a direct result of an accident in Spain, **you** are detained or the **vehicle** is impounded. **You** must comply with all necessary formalities and give **us** all information and assistance necessary to obtain the cancellation of the guarantee or the return of the deposit. If the guarantee or deposit is fully or partially forfeited or taken as payment of any fines or costs, **you** will repay **us** immediately.

9 European and foreign use

You are required to carry your certificate of motor insurance and, if issued, your green card for all travel outside the United Kingdom.

This part of the **policy** does not provide cover in any country outside the **United Kingdom** other than to provide cover up to the minimum third party indemnity limits for trips

- 1 in the **territorial limits**, the compulsory minimum third party indemnity cover limit in compliance with the European Union Directives and laws relating to the compulsory insurance of vehicles
- 2 outside the **territorial limits** and for which a **green card** has been issued, the minimum third party indemnity cover limit applicable in that country.

If you require the cover shown in the **schedule** under both Section 1 – Liability to others and/or Section 2 – Your vehicle to be extended to include the driving or use of the **vehicle** outside the **United Kingdom**, you must specifically request it before you travel. If necessary a revised **schedule** and/or **green card** will be issued.

The cover provided is subject to

- i) each trip
 - a) being temporary and lasting no more than 45 days
 - b) starting and ending in the **United Kingdom**
- ii) the **vehicle** being
 - a) driven or used only for social, domestic and pleasure purposes *and not as a taxi, PHV or PSV*
 - b) registered in the **United Kingdom** and recorded on the **MID**
- iii) **you** and the driver being ordinarily resident in and **your business** as well as any other additional occupations and/or businesses shown in the **schedule** being based the **United Kingdom**
- iv) under Section 1 – Liability to others, where a **vehicle** is being driven or used in Bulgaria, Croatia, Poland, Romania, Slovakia and Slovenia, the application of the compulsory minimum third party indemnity cover limit
- v) under Section 2 – Your vehicle, the payment of a **co-insurance** of 25% of the **market value** of the **vehicle** if it is stolen in Bulgaria, Croatia, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Poland, Romania, Slovakia or Slovenia
- vi) the payment of the required additional premium
- vii) all the terms, conditions, exclusions and limitations of the **policy**.

Cover includes

- 1 transit by rail, air and sea (including loading and unloading) between the countries in which **you** have cover
- 2 the payment of any general average contribution, salvage and sue and labour charges incurred whilst the **vehicle** is being transported by sea between any of the countries in the **territorial limits** provided that Section 2 – Your vehicle is operative
- 3 the reimbursement of any customs duty **you** may have to pay arising directly as a result of an insured **claim**.

10 Motor Insurance Database disclosure

If the **vehicle** is registered with the **DVLA**, its details must be added to the **MID** which is managed by the Motor Insurers' Bureau (MIB). If the registration number is not shown correctly on **your policy** documents or **you** cannot find **your vehicle** on the **MID** at www.askmid.com, **you** must contact **us** immediately. If **you** do not, **your vehicle** may be clamped, seized or destroyed and other penalties imposed including points on **your** driving licence. (For further information please read Important Information – Motor Insurance Database on page 47.)

11 Jurisdiction

This part of the **policy** is governed by the laws of the **United Kingdom** other than where proceedings are brought or judgment is obtained against **you** in a court outside the **United Kingdom** provided that **we** have extended cover to include the driving or use of the **vehicle** in that foreign country.

Uses and drivers

The **vehicle** is covered only if it is being driven and/or used by the persons and in the way specified in the **schedule** and **certificate of motor insurance**.

Use exclusions

*The following uses are not covered unless specifically shown as included in **your certificate of motor insurance** and/or **your schedule***

- i) hiring or letting out **your vehicle** in return for money or reward*
- ii) the use of **your vehicle** as a **taxi**, **PHV** or **PSV** outside the area in which **you** are licensed to operate*
- iii) carrying and transporting passengers and/or goods for money other than
 - a) where a mileage allowance is paid to **you** for official or agreed **business** duties or for the performance of a social service*
 - b) car-sharing agreements involving the use of a **car** for social or similar purposes provided that **you** make no profit from what **you** are paid for the journey**
- iv) use on the Nurburgring Nordschleife and/or for racing, pace making, competitions, rallies, track days, trials or speed tests either on a road, track or off-road whether the event is officially organised or informally arranged*
- v) any purpose connected with
 - a) the motor trade*
 - b) any other business or occupation**
- vi) the use of **your certificate of motor insurance** to secure the release of any motor vehicle seized by or on behalf of any government or public authority which is not **your** property or in **your** custody or control at the time of seizure.*

Driver exclusions

*Except as required to meet **our** obligations under the applicable **Road Traffic Acts** or equivalent legislation in the **territorial limits** or any other country for which a **green card** has been issued and in which this **policy** is operative, this **policy** excludes any liability, **injury**, loss, damage or **indirect loss** occurring whilst a **vehicle** is being driven by **you** or by any person claiming indemnity under this **policy***

- i) unless such person holds the valid and appropriate licence(s) to drive the **vehicle** or has held and is not disqualified or prohibited by law from holding or obtaining such licence(s)*
- ii) who is driving a **minibus** without a PCV Category D1 licence to carry passengers*
- iii) who is not complying with the terms and limitations of the relevant driving licence*
- iv) who, as a result of an incident or **claim**, is convicted of racing on a public highway*
- v) who **we** are satisfied was, at the time, under the influence of or addiction to any substance including but not limited to intoxicating liquor, substance or solvent abuse and/or a drug or drugs including those medically prescribed where the doctor and/or manufacturer has advised that the ability to drive may be impaired*
- vi) who commits or attempts
 - a) suicide*
 - b) wilful, deliberate or criminal damage including **road rage**.**
- vii) which results in the driver of the **vehicle** being convicted of an
 - a) offence involving drink or drugs*
 - b) equivalent offence under the law of any other country in which this **policy** operates.**

Driving other vehicles – optional covers

Your schedule will show which of these covers is in force and the specific section(s) of Part A - Motor to which they apply. If applicable, cover under Section 2 – Your vehicle will only apply if all your taxis, PHVs, PSVs and/or vehicles shown in the schedule have comprehensive cover.

1 Driving other taxis, PHVs and PSVs

We will extend Section 1 – Liability to others and, provided that **your taxis, PHVs or PSVs** have comprehensive cover (i.e. covers A, B, C and D as detailed on page 18 are all operative), Section 2 – Your vehicle to cover an incident involving a **taxi, PHV or PSV** not insured by this **policy** whilst a driver named against this extension in the **schedule** is personally driving or using it with the permission of the owner in connection with **your business** in the area in which **you** are licensed to operate

provided that

- a) this is allowed by the current **certificate of motor insurance** and subject always to the limits, terms, conditions and exclusions of Part A - Motor and the **policy** as a whole
- b) the **taxi, PHV or PSV** is
 - 1 registered, taxed, insured and recorded on the **MID** in the owner's name
 - 2 driven or used by **you** for no more than 7 days unless the **schedule** shows that **we** have agreed to an extended period
- c) the **taxi, PSV or PHV** is not
 - 1 owned by or hired to **you** under a hire purchase, self drive hire, credit hire or lease agreement
 - 2 available to **you** on a regular basis
 - 3 a **motorcycle, minibus or coach**
 - 4 being test driven or evaluated by **you**
- d) **your own taxi, PSV or PHV**
 - 1 is still owned by **you** and has not been sold or disposed of
 - 2 is not the subject of a **total loss claim**
- e) if Section 2 – Your vehicle is operative, the amount **we** will pay will be limited to
 - 1 the lowest of the **market values** of **your taxis, PHVs or PSVs** less the applicable **excess(es)** unless **we** have agreed to a higher value which is shown in the **schedule** or
 - 2 any **excess(es)** under the owner's insurance policy for which **you** are held responsible.

2 Driving other vehicles

We will extend Section 1 – Liability to others and, provided that all insured **vehicles** have comprehensive cover (i.e. covers A, B, C and D as detailed on page 18 are all operative), Section 2 – Your vehicle to cover an incident involving a vehicle not insured by this **policy** whilst a driver named against this extension in the **schedule** is personally driving or using it with the permission of the owner for social, domestic and pleasure purposes

provided that

- a) this is allowed by the current **certificate of motor insurance** and subject always to the limits, terms, conditions and exclusions of Part A - Motor and the **policy** as a whole
- b) the vehicle is
 - 1 registered, taxed, insured and recorded on the **MID** in the owner's name
 - 2 driven or used by **you** for no more than 7 days unless the **schedule** shows that **we** have agreed to an extended period
- c) the vehicle is not
 - 1 owned by or hired to you under a hire purchase, self-drive hire, credit hire or lease agreement
 - 2 available to **you** on a regular basis
 - 3 taken outside the **United Kingdom** without **our** written agreement
 - 4 a **taxi, PHV, PSV, minibus, coach, quad bike** or any vehicle with a gross vehicle weight over 3.5 tonnes
 - 5 being test driven or evaluated by **you**

- d) **your own vehicle** is
 - 1 insured by this **policy**
 - 2 still owned by **you** and has not been sold or disposed of
 - 3 not the subject of a **total loss claim**
- e) if Section 2 – Your vehicle is operative, the amount **we** will pay will be limited to
 - 1 the lowest of the **market values** of the **vehicles** shown in the **schedule** less the applicable **excess(es)** unless **we** have agreed to a higher value which is shown in the **schedule**
or
 - 2 any **excess(es)** under the owner's insurance **policy** for which **you** are held responsible.

3 Chauffeurs driving customer cars

We will extend Section 1 – Liability to others and, provided that all **your vehicles** have comprehensive cover (i.e. covers A, B, C and D as detailed on page 18 are all operative), Section 2 – Your vehicle to cover an incident involving a customer's **car** not insured by this **policy** whilst a driver named against this extension in the **schedule** is personally driving or using it as a chauffeur in the **United Kingdom** with the permission of the owner in connection with **your business**

provided that

- a) this is allowed by the current **certificate of motor insurance** and subject always to the limits, terms, conditions and exclusions of this section and the **policy** as a whole
- b) the customer's **car** is not
 - 1 owned by or hired to **you** under a hire purchase, self-drive hire, credit hire or lease agreement
 - 2 available to **you** for any other purpose
 - 3 being test driven or evaluated by **you**
- c) the customer's **car** is registered, taxed, insured and recorded on the **MID** in the owner's name
- d) your own **vehicle** is
 - 1 still owned by **you** and has not been sold or disposed of
 - 2 not the subject of a **total loss claim**
- e) if Section 2 – Your vehicle is operative, the amount **we** will pay will be limited to
 - 1 the **limit of indemnity** shown against this optional extension in the **schedule** for any one **claim** less the applicable **excess(es)**
or
 - 2 any **excess(es)** under the owner's insurance policy for which **you** are held responsible.

Section 1 – Liability to others

The Cover

We will insure **you** for all the amounts **you** may be legally liable to pay less any **excess(es)** for accidental

- a) death of or **injury** to other people
 - b) damage to property up to the limit specified in the **schedule**
- arising out of an incident in the **United Kingdom** and any country in the **territorial limits** in which cover is operative during the **period of insurance** caused by, through or in connection with the use (including the loading and unloading) of any **vehicle** shown in the **schedule** and any attached **trailer** as a direct result of

1 Driving your vehicle

your driving, using or being in charge of the **vehicle**

2 Other people driving or using your vehicle

- i) **your** employer or business partner and/or any other person specified in the **schedule** using, driving or being in charge of the **vehicle** with **your** permission
 - ii) any passenger travelling in, getting into or out of the **vehicle** provided there is a request by the **policyholder** to do so
- and provided this is allowed by the current **certificate of motor insurance** and has not been excluded by **endorsement**, exclusion or condition.

3 Towing

the **vehicle** being used to tow a **trailer** or disabled vehicle as allowed by law or the manufacturer's recommended towing limit

*excluding any **trailer** or disabled vehicle*

- a) *being towed in return for money or reward*
- b) *not properly secured to **your vehicle***
- c) *when more than one **trailer** or disabled vehicle is being towed.*

4 Bike carriers, luggage and ski racks

the attachment to **your vehicle** of a bike carrier, luggage and/or ski rack

excluding any

- i) *rack or carrier not properly secured to **your vehicle***
- ii) *incident which does not take place during a journey.*

Section condition

Unless shown otherwise in **your schedule**, we will

- a) where cover is operative for trips in the **territorial limits**, provide the compulsory minimum third party indemnity cover limit in compliance with the European Union Directives and laws relating to the compulsory insurance of vehicles
- b) for trips outside the **territorial limits** and for which a **green card** has been issued, provide the minimum third party indemnity cover limit applicable in that country.

Section extensions

1 Legal personal representatives

We will deal with a **claim** made against the estate of any deceased person insured by this **policy** provided that the **claim** is covered.

2 Additional costs and fees

We will, at **our** option, pay for

- a) legal fees for representation at any coroner's inquest, fatal accident inquiry, court of summary jurisdiction or indictment in a higher court
- b) the cost of defending any proceedings against **you** for manslaughter or causing death by dangerous, careless or inconsiderate driving up to a limit of £10,000 inclusive of VAT, if applicable
- c) emergency treatment fees as required under the **Road Traffic Acts** (if this is the only payment **we** make, **your** no claims bonus will not be affected)
- d) all other costs and expenses incurred with **our** written consent.

3 Passenger personal effects and luggage

We will pay up to £500 per passenger for the **personal effects** of any passenger for which **you** are legally responsible up to a maximum of £2,000 for any one **claim** provided that

- i) **you** pay the first £50 of any **claim**
- ii) there is no other insurance in force to cover the loss or damage.

4 Taxi business public liability

We will pay up to a limit of £10,000,000 for any one **claim** for all the amounts **you** may be legally liable to pay as damages for accidental

- a) **injury** to and invasion of the right of privacy, wrongful arrest, false imprisonment and false eviction of any person not employed by **you**
- b) damage to property

arising directly from **your business** including

- 1 costs and expenses incurred with **our** written consent
- 2 legal liability arising out of **your** contract with any person, business, organisation or local authority for the performance of work or services but only to the extent required by the contract conditions and provided that **we** retain complete control of any **claim**

excluding

- i) *legal liability arising from any*
 - 1 *vehicle owned, leased, hired, used or worked upon by **you***
 - 2 *property and/or premises owned, leased, rented, hired and/or occupied by **you***
 - 3 *product, including food and drink, sold or supplied by **you****or for which **you** are legally responsible*
- ii) *any **excess** shown in the **schedule***
- iii) *any **injury** or damage occurring outside the area(s) in which **you** are licensed to operate*
- iv) ***injury** of any **employee***
- v) *legal liability arising from any*
 - 1 *other business owned and/or operated by **you** whether or not related to **your business***
 - 2 *wilful, malicious or criminal act*
 - 3 *attack on a passenger*
- vi) *loss of or damage to passengers' **personal effects** and luggage for which **you** are legally responsible other than as provided for in Extension 3 above*
- vii) *any legal liability incurred or **injury** caused by the provision of treatment or administration of drugs to a person in **your** care suffering from a known medical condition where **you** have agreed to provide such treatment as part of **your** contract to transport that person.*

Optional extension

Your schedule will show which of these optional extensions is in force.

Employers liability

Definition

Costs and expenses

All legal costs, fees and expenses incurred by **you** with **our** written consent in the investigation, defence or settlement of any **claim** which would be covered under this part of the **policy** including any costs arising out of

- i) **your** legal representation at any coroner's inquest or fatal accident inquiry
- ii) any proceedings brought in a court of summary jurisdiction or an indictment in any higher court in respect of an alleged breach of statutory duty resulting in **injury** or **damage**
- iii) any claimant's legal costs for which **you** are responsible.

The Cover

We will indemnify **you** against legal liability to pay **costs and expenses** if, during the **period of insurance**, an **employee** sustains **injury** arising out of and in the course of employment by **your business**. **We** will, for any one **claim**, pay up to

- a) £5,000,000 for any **injury** directly or indirectly caused by, resulting from or connected with any **act of terrorism** or action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**

or

- b) £10,000,000 for any other **injury**

excluding

- i) *any **injury** occurring outside the **United Kingdom***
- ii) *the use by **you** of a vehicle on a highway, road or area to which the public have access where such **injury** is caused by or arises out of the **employee** being carried in or on, getting into, onto or out of a vehicle where compulsory insurance or security is required under Road Traffic Act legislation*
- iii) *any activity relating to the sponsorship or organisation of and/or participation in or practising for any motor competition, race, speed, reliability or other trial or performance test other than road safety rallies or treasure hunts*
- iv) *work on, travelling or visits to or from offshore installations or support vessels*
- v) *liquidated damages, penalty clauses and fines.*

Additional covers

1 Court attendance

Where **we** have requested attendance, **we** will compensate **you** up to a maximum of £250 per day for any partner, principal or director and £150 per day for any **employee** attending court as a witness in connection with a **claim**.

2 Indemnity to others

At **your** request, **we** will extend cover to

- i) any of **your business** partners, principals, directors or **employees** and, if necessary, their personal representatives, in respect of legal liability for which **you** would have been entitled to indemnity under this extension had the **claim** been made against **you**
- ii) any person, business, organisation or local authority for whom **you** are carrying out a contract in respect of legal liability arising solely out of the performance of the contract but only to the extent required by the contract terms

provided that

- a) each person claiming indemnity
 - 1 is not entitled to indemnity under any other policy
 - 2 observes the terms, conditions and exclusions of this **policy** insofar as they can apply
- b) **we** retain complete control of all **claims**
- c) where **we** are required to indemnify more than one party, **our** total liability will not exceed the limits stated above.

3 Injury to working directors, partners and proprietors

We will extend the indemnity to include **injury** sustained by any working director, partner in or proprietor of the **business** whilst working in connection with the **business** provided that

- a) the **injury** is caused by the negligence of another working director, partner, proprietor or **employee** of the **business** whilst working in the **business** and
- b) there is a valid right of action in negligence against the person responsible for the **injury**.

4 Health and Safety legislation – legal defence costs

We will, provided that our total liability does not exceed the limits stated above, indemnify **you** in respect of

- a) legal fees and expenses incurred with **our** written consent for defending proceedings and appeals
- b) prosecution costs awarded against **you**

arising from any health and safety enquiry or criminal proceedings for any breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, the Corporate Homicide Act 2007 and any amending or subsequent legislation

excluding

- i) *proceedings*
 - 1 *which do not relate to an actual or alleged act, omission or incident committed in the **United Kingdom** during the **period of insurance** and in the course of the **business***
 - 2 *resulting from or as a consequence of a deliberate or intentional act or omission*
 - 3 *relating to the health and safety of anyone other than an **employee***
- ii) *an appeal* unless advice has been obtained from counsel that the appeal has a strong prospect of success
- iii) *any appeal against any fine, penalty or remedial or publicity order*
- iv) *costs incurred as a result of the failure to comply with any remedial or publicity order*
- v) *proceedings arising out of any activity or risk excluded from this part of the **policy***
- vi) *any payment where indemnity is provided by any other insurance*
- vii) *the fees of any solicitor or counsel appointed by or on behalf of anyone entitled to indemnity unless **we** have agreed that appointment.*

5 Unsatisfied court judgments

We will, at **your** request, pay **employees** or their personal representatives the amount of damages and taxed costs awarded for **injury** by a court in the **United Kingdom** against a company, partnership or any person conducting a business which remains unpaid six months after the date of the award

provided that

- a) the most **we** will pay in any one **period of insurance** is £250,000
- b) the **injury** was sustained in the course of the **employee's** employment by **you** during any **period of insurance**
- c) there is no appeal outstanding against the judgment
- d) the **employees** or their personal representatives agree to assign the judgment to **us** and to repay to **us** any part of the award subsequently recovered
- e) there is no other insurance in force to cover such payment.

Section exclusions

This section does not cover

- 1 **Injury** to any **employee** arising out of or in the course of that person's employment by **you** or any other party claiming indemnity except as required by the relevant laws applicable to the driving of vehicles.
- 2 Loss of or damage to property owned by or in the custody or control of **you**, any passenger or any other party claiming indemnity under this **policy**.
- 3 **Injury**, loss or damage arising from the use of any
 - i) *tools, goods and/or associated equipment being carried in or on **your vehicle***
 - ii) ***personal effects**, mobile telephone, communication, photographic, portable media, computer and/or associated equipment whilst the **vehicle** is being driven.*
- 4 **Injury** to any person or damage to property occurring beyond the limits of any highway, road or area to which the public have access in connection with
 - i) *bringing a load to the **vehicle** and/or attached **trailer** for loading*
 - ii) *taking away a load from the **vehicle** and/or attached **trailer** by any person other than the driver or attendant of the **vehicle**.*
- 5 The **vehicle** itself and/or the towed or carried **trailer** or disabled vehicle and/or its contents.

Section 2 – Your vehicle

Your schedule will show whether this section is in force and which of the Covers A, B, C and D are operative.

The Cover

We will insure **your vehicle** against loss or damage in the **United Kingdom** and any other country in the **territorial limits** in which cover is operative during the **period of insurance** caused by

- A Accidental damage *other than malicious damage or vandalism*
- B Malicious damage and vandalism
- C Fire, lightning, self-ignition and explosion
- D Theft or attempted theft or the taking of the **vehicle** without **your** permission

We will, if requested, ignore any driving or use restrictions stated in the **schedule** and **certificate of motor insurance** and will give **you** the full cover in force under this section whilst **your vehicle** is in the care of

- a) the motor trade for service, repair, testing or examination
- b) an employee of a hotel, restaurant, car park or vehicle parking service to be parked
- c) a transport operator for loading onto or unloading from aircraft, ships, trains or other conveyances provided that **our** rights of recovery are not prejudiced.

Making a claim

Please see page 2 – Making a Claim for detailed information about how to make and manage a claim.

1 Repairs

Your vehicle may be repaired either by a competent repairer of **your** choice or by one of **our** approved repairers. Please note that if **you** choose **your** own repairer, certain of the covers and services will be restricted or may not apply (see below for full details).

Second hand or reconditioned parts

Where it is safe to do so and **you** have agreed to the fitting of second hand or reconditioned parts, **we** will deduct half the amount saved from **your excess**. If **your excess** is less than half of the saving, **we** will pay **you** half of what remains of the saving.

Repairs under £500

You may personally authorise the repairs if the written estimate for the repairs is £500 or less excluding VAT but **you** must send it to **us** immediately together with the accident report form and **your** driving licence.

Work carried out by you

Where, by agreement, the work is to be carried out by **you** in **your** own repair shop or that of a business in which **you** are the owner, director or partner, a reduction of 10% will be made from the cost of labour and manufacturers' parts agreed by the independent vehicle assessor at the time of inspection.

Approved repairer

If **you** agree to repairs being undertaken by **our** approved repairers, **we** will arrange for work to begin as soon as possible. If the **vehicle** can be driven safely, **we** will arrange a suitable time for it to be collected or for **you** to take it in for repairs.

Own choice repairer

If **you** wish the repairs to be undertaken by a competent repairer of **your** choice, **you** must send **us** within 30 days of the date of the incident

- i) the completed accident report form
- ii) **your** driving licence
- iii) a written estimate for the repairs.

If **we** cannot reach an agreement with the repairer over costs, **we** reserve the right to

- i) arrange for a repairer of **our** choice to carry out the work
- or
- ii) pay **you** the amount **our** repairer would have charged.

Imported parts and accessories

If, following loss or damage, any replacement parts or **accessories** cannot be obtained in the **United Kingdom**, the most **we** will pay is the cost of comparable items which can be obtained from a **United Kingdom** source.

Child car seats

We will replace any fitted child seats with new ones of the same quality if **your vehicle** suffers impact damage as a result of an accident

2 Recovery and delivery

We will, where necessary, pay the reasonable costs of

- i) protecting the **vehicle**
- ii) moving the **vehicle** if it
 - a) is a **total loss**, to free and safe storage whilst **our** investigations are carried out
 - b) cannot be driven, to the nearest approved repairer.

3 Making a theft claim

So that **we** can facilitate the speedy handling and settlement of **your theft claim**, **you** must send **us**

- i) the **vehicle** registration documents
- ii) the MOT certificate, if applicable
- iii) a copy of the hire purchase or leasing documents or the name, address and reference number of the finance company
- iv) the purchase receipt
- v) photographs of the **vehicle** if **you** have any
- vi) all **keys** to the **vehicle**
- vii) the **vehicle's certificate of motor insurance**
- viii) if applicable, confirmation of the registered ownership of the **vehicle's** cherished, private or personalised number plate.

All **keys** and, where applicable, the **certificate of motor insurance** must have been received by **us** before the final settlement of the **claim**.

How we will settle your claim

Your vehicle

If **your vehicle** is lost, stolen or damaged, **we** will, subject to the deduction of the applicable **excess(es)** and at **our** option

- a) pay for the damage to be repaired or
- b) replace the **vehicle** or
- c) make a cash settlement.

The most **we** will pay is the **vehicle's market value**.

Total loss

If the engineer classifies the **vehicle** as repairable, **we** may, on request and at **our** option, offer a reduced cash settlement and allow **you** to keep the damaged **vehicle**. However, if the **vehicle** is classified as irreparable and **you** are not eligible for a new vehicle (see New Vehicle Replacement on page 20), the **vehicle** will become **our** property and **we** will arrange for its immediate disposal. **We** will hold the proceeds for **you** until **we** confirm the cover and agree to settle the **claim**. Any cash settlement **we** offer will be subject to the deduction of the applicable **excesses**. In the event that the **claim** is not covered, **we** will pass on to **you** the amount **we** received for the salvage plus any interest **we** have earned. In both instances, **you** will be required to return **your certificate of motor insurance** before **we** make any payment.

Cover for the damaged **vehicle** will end from the date **you** accept **our** offer or **we** decline the **claim**. Unless specifically varied elsewhere in this section, an additional premium will be required if the cover is to continue on a replacement **vehicle**.

Hire purchase or leasing agreements

If, to **our** knowledge, the **vehicle** does not belong to **you** or is the subject of a hire purchase or leasing agreement, **we** will, in the event of a **total loss**, make the payment to the legal owner whose receipt will be a full and final discharge to **us**.

Channel Islands restricted claim settlement

If **your schedule** shows that **you** have elected to restrict cover to the Channel Islands only in return for a discount in premium and **you** then advise **us** of a **claim** occurring elsewhere in the **United Kingdom** or any other country in which cover is provided by the **policy**, the amount **we** will pay will be limited to 50% of the cost of the loss of or damage to **your own vehicle** *unless you have advised us in advance, paid the required additional premium and we have confirmed in writing that the cover has been extended.*

New vehicle replacement

If the **vehicle** is damaged or stolen within twelve months of its purchase as new and its mileage is below 15,000, **we** will replace it with a new one of the same make, model and specification if, at the time of the damage, it will cost more than 60% of the manufacturer's current retail price (including taxes) to repair it or it has been stolen

provided that

- i) if the same vehicle is no longer in production and/or is not available in the **United Kingdom**, **we** will pay **you** the lower of
 - a) the invoiced price **you** paid for the **vehicle**
 - or
 - b) the cost (including taxes) of the most similar model and specification currently available in the **United Kingdom** from the same manufacturer
- ii) **you** pay the applicable **excess(es)**
- iii) the first registered owner of the **vehicle** is the **policyholder**, the **policyholder's spouse** or the manufacturer or supplying dealer if the mileage at the time of purchase was less than 250 miles and the **vehicle** was not an ex-demonstration model or sold as 'nearly new'
- iv) the **vehicle** is owned or was purchased under a hire purchase agreement by **you** or **your spouse** *but not if the vehicle is subject to any type of lease or contract hire agreement where ownership of the vehicle is not passed on*
- v) any interested finance company gives **us** their agreement
- vi) the **vehicle** becomes **our** property and **you** send **us** the registration documents.

Personal and cherished number plates

In the event of a **total loss claim**, **we** will return the **vehicle's** cherished, private or personalised number plate to the registered owner

provided that

- i) **you** advise **us** that **you** wish **us** to do so when **you** make the **claim**
- ii) ownership is confirmed
- iii) **we** are not liable for any delay or time restraint imposed by the **DVLA**.

Extensions

Your schedule will show which of these extensions is in force.

1 Windscreen, sun-roof and window damage

For windscreen repairs and replacement, telephone 0800 36 36 36 at any time

We will, if **your vehicle** has comprehensive cover (i.e. Covers A, B, C and D as detailed on page 18 are all operative), pay up to the limit stated in the **schedule** in any one **period of insurance** for the cost of replacing or repairing

- a) damaged glass in the **vehicle's** windscreen, sun-roof or windows
- b) any scratching of the bodywork caused solely by the breakage of the glass or the repair itself.

The applicable **excess** for this extension will not be applied if

- i) the damaged glass is repaired by **our** authorised supplier and/or
- ii) any other **excesses** are being applied because of more extensive damage to the **vehicle**.

In all other instances the applicable **excess** will be

- £75 or the more specific **excess** shown in the **schedule** for a replacement by **our** authorised supplier
- An additional £50 **excess** for a replacement or £10 for a repair carried out by any other supplier.

A **claim** under this extension will not affect the applicable no claims bonus.

2 Accessories and in-vehicle equipment

We will, at **our** option, repair, replace or pay up to £1,000 for any **accessories** and/or **in-vehicle equipment** stolen or damaged provided that

- i) the most **we** will pay for any item is the reasonable cost of replacing it with a comparable one of similar type and condition
- ii) where there is no **claim** for loss of or damage to the **vehicle** itself, **you** pay the applicable **excess**
- iii) the items are not more specifically insured.

3 Signwriting

We will, if your **taxi**, **PHV** or **PSV** sustains damage to its signwriting or is stolen and not recovered, pay up to £1,000 for restoration, repainting or new signwriting provided that

- i) where there is no **claim** for loss of or damage to the **vehicle** itself, **you** pay the applicable **excess**
- ii) **you** alone are responsible for the signwriting costs.

4 Lock replacement

We will pay up to £500 in any one **period of insurance**, for the replacement of locks if the **keys** to the **vehicle** are lost or stolen or the locks are damaged by theft, attempted theft, vandalism or malicious damage

but not

- a) *any loss, damage or theft not reported to the police*
- b) unless **you** can establish to **our** satisfaction that
 - i) **your** identity, the identity and/or the garaging address of the **vehicle** is known to any person other than **you** or a member of **your family**, who may be in possession of the **keys**
 - ii) there is a definite risk of theft or appropriation of the **vehicle**
- c) *the cost of replacing the **vehicle's** alarms or other security devices.*

5 Fare money, driver's personal effects and sports equipment

We will pay up to

- a) £500 for loss of **fare money** whilst **you** are in your **taxi**, **PHV** or **PSV** or whilst in **your** personal possession during a shift

excluding any claim for

- i) **fare money** left in the **vehicle** whenever **you** are not in it
- ii) *loss of value and/or shortages*

- b) £500 for loss of or damage to **your** personal effects and sports equipment in **your taxi**, **PHV** or **PSV**

excluding any claim for

*loss or damage whilst the **vehicle** is **unattended** unless the **keys** have been removed, all windows are closed, all doors and other openings are shut and securely locked and the personal effects are secured in the closed glove compartment, locked boot or, if the **vehicle** is an estate car or hatchback, under the top cover and out of view*

provided that

- i) **you** pay the first £50 of any **claim**
- ii) all losses are reported to the police within 24 hours of discovery
- iii) any theft or attempted theft involves the use or threat of force or violence
- iv) **you** take all reasonable precautions to safeguard the **fare money**, **your** personal effects and sports equipment
- v) there is no other insurance in force to cover the loss or damage.

Optional extensions

Your schedule will show which of these optional extensions is in force.

1 Finance gap cover

Definitions

Finance company	The finance company, bank, building society or any other lender with which you have entered into a loan or credit agreement for purchasing your vehicle .
Outstanding balance	The net balance owing to the finance company when the total loss claim is settled or, if the vehicle was stolen, the date of the settlement offer <i>excluding any arrears, credit insurance rebate, re-financing cost, deposit paid, part exchange allowance and debts, warranty charge, vehicle tax, insurance premium and any deducted excess(es)</i> .
Period of cover	The period of insurance shown in your schedule or the earlier of the date on which the i) finance agreement expires, is paid off or we have paid the outstanding balance ii) vehicle is sold or transferred to a new owner iii) policy is cancelled or not renewed.

Where **we** have made a **total loss** payment **we** will, on **your** behalf, pay the **finance company** the **outstanding balance** on that **vehicle** up to the **indemnity limit** shown in the **schedule**

provided that

- i) **you** are not in default or arrears
- ii) the loan or credit agreement has not been altered or amended since inception
- iii) the **outstanding balance** is confirmed by the **finance company**
- iv) the **total loss** occurred during the **period of cover**
- v) this cover
 - a) is not transferable from one **vehicle** to another other than where **we** have replaced the **vehicle** in accordance with How we will settle your claim - New vehicle replacement on page 20
 - b) will cease immediately **you** sell or transfer ownership of the **vehicle** to another person, business, motor trader or dealer
 - c) is only operative as long as **your vehicle** is comprehensively insured
- vi) if either this extension, section or the whole **policy** is cancelled, **you** will not be entitled to a premium refund.

All cover under this optional extension will cease on payment of the **outstanding balance**. If **you** require cover for a replacement **vehicle**, **you** will have to advise **us** and pay the relevant additional premium.

2 Total loss additional premium waiver

We will, where **we** have paid a **total loss claim** for a **taxi, PHV** or **PSV** listed against this extension in the **schedule**, offset the remaining annual premium calculated on a pro-rata basis against the premium required for its replacement. However, **we** will not apply the waiver if the replacement **taxi, PHV** or **PSV** is itself the subject of a **total loss claim** in the same **period of insurance**.

Section exclusions

This section does not cover

- 1 Hire charges of any sort incurred by **you** whilst **your** own **vehicle** is being repaired or treated as a **total loss** regardless of who has authorised that **your vehicle** is repaired or treated as a **total loss**.
- 2 If **you** have comprehensive cover **we** will refuse to take over the management of **your** repair or **total loss claim** if **you** elect to have **your** own **vehicle** repaired or treated as a **total loss** by anyone except **us**.
- 3 Loss of value following repair, wear and tear, mechanical or electrical breakdown, failures and breakages.
- 4 Any **indirect losses** and/or hire charges including those arising from **your** inability to use the **vehicle**.
- 5 Damage to tyres unless caused by an accident.
- 6 Damage due to liquid freezing unless **you** have taken reasonable precautions which comply with the manufacturer's instructions.
- 7 Any extra costs incurred due to any parts or replacements not being available from stock held in the **United Kingdom**.
- 8 Repairs or replacements which improve the condition of the **vehicle** or its **accessories** or **in-vehicle equipment** unless **you** make a contribution towards the repair or replacement.
- 9 Theft or attempted theft including from an **unattended vehicle** unless
 - a) **you** have taken reasonable precautions to protect the **vehicle**
 - b) the **keys** are in **your** personal custody or have been stowed securely and not left in or on the **vehicle**
 - c) the windows, doors or other openings have been closed and securely locked
 - d) if a convertible, the roof or hood is fitted, closed and fully secured
 - e) the alarms, immobilisers, steering locks, tracking or locating systems and other security devices including those required by **us** are in efficient working order and have been brought into operation
 - f) **you** have removed from view any **accessories** and **in-vehicle equipment** designed to be wholly or partly removable or portable
 - g) there is evidence of forcible and violent entry or exit
 - h) fraud or deception has taken place.
- 10 Loss or damage arising out of an incident which results in the driver of the **vehicle** being convicted of an
 - a) offence involving drink or drugs
 - b) equivalent offence under the law of any other country in which this **policy** operates.
- 11 Loss or damage arising during or as a consequence of
 - a) earthquake occurring anywhere other than in a member state of the European Union
 - b) riot or civil commotion in Northern Ireland or in any country which is not a member state of the European Union or the European Economic Area unless **you** can prove to **our** satisfaction that these were not the cause of the loss or damage
 - c) the operation of a tipping device.
- 12 Loss or damage resulting from or as a consequence of
 - a) the wrong fuel being put into the **vehicle**
 - b) frost damage to the air conditioning system
 - c) the **vehicle** being impounded or destroyed by an authorised authority
 - d) mechanical, electrical or computer breakdown or wear and tear.
- 13 Any **vehicle** repossessed by its rightful owner including any loss or damage arising during or as a consequence of its repossession

Part B – Legal expenses

The **insurer** for this part of the **policy** is **Tradex**.

*Your schedule will show if this part of the **policy** is in force.*

Specific definitions

*These specific definitions apply to this part of the **policy** and are in addition to or variations of the General definitions on pages 4 - 5 which apply to the **policy** as a whole.*

Any one claim and in all	The maximum amount we will pay for all claims occurring in a single period of insurance .
Appointed advisor	The solicitor, barrister, advocate, accountant, specialist firm or any other advisor appointed to act on your behalf.
Claim	<p>a) For Insured Events 1 and 2 A legal action that you take against your opponent in the civil courts.</p> <p>b) For Insured Events 3, 4 and 5 A claim or series of claims arising out of one occurrence or series of occurrences or attributable to a single original cause.</p>
Compensator	Motor Insurers' Bureau (MIB), the Criminal Injuries Compensation Authority or, where applicable, similar bodies in the territorial limits and any other country in which this policy is operative.
Conditional fee agreement	A legally enforceable agreement between you and the appointed advisor for paying their professional fees on 'no-win no-fee' basis which was submitted to and agreed by us before you entered into it.
Reasonable prospects of success	<p>Where we consider that</p> <p>a) In civil and criminal claims you have a greater than 50% chance of successfully pursuing or defending the claim and, where you seek damages or compensation, there is also a greater than 50% chance of any judgment that might be obtained being enforced.</p> <p>b) In criminal prosecution claims where you plead guilty, there is a greater than 50% chance of successfully mitigating your sentence or fine.</p> <p>c) In all claims involving an appeal you have a greater than 50% chance of being successful</p>
Small claims court	<p>A court in</p> <p>a) England and Wales that hears a claim falling under the small claims track in the County Court as defined by Rule 26.6 (1) of the Civil Procedure Rules 1999 or as subsequently amended</p> <p>b) Scotland that uses the small claims procedures as set out by the Act of Sederunt (Small Claim Rules) 2002</p> <p>c) Northern Ireland where the sum in dispute is less than £3,000.</p>
Standard basis	The assessment of legal costs which are proportionate to your claim .
Territorial limits	<p>a) For insured events 1 and 2 The United Kingdom and any other country in which cover is operative at the time of the Insured Event.</p> <p>b) For insured events 3, 4 and 5 The United Kingdom.</p>

The cover

Following an Insured Event occurring in the **territorial limits** during the **period of insurance**, we will pay **your** legal costs and expenses, including the cost of appeals provided always that

- a) the **claim** always has **reasonable prospects of success**
- b) where a **claim** will be decided in a court in England and Wales *other than in a **small claims court***, the **appointed advisor's** own fees will be paid only under a **conditional fee agreement**
- c) whilst **you** may choose **your own appointed advisor**, **you** agree to use the **appointed advisor** nominated by **us**
 - i) prior to the issue of proceedings and/or
 - ii) in any **claim** falling under the jurisdiction of a **small claims court** *unless there is a conflict of interest*
- d) any proceedings or hearings are dealt with by a court or another body in the **territorial limits** agreed by **us**
- e) the **appointed advisor** agrees to act under **our** standard terms of business
- f) all costs and expenses charged are on a **standard basis** and reasonably and properly incurred
- g) the most **we** will pay is the limit stated for **any one claim and in all**

*but excluding any **claim** where*

 - i) *legal costs and expenses are incurred without **our** written agreement*
 - ii) *with good reason, the **appointed advisor** refuses to continue acting on **your** behalf*
 - iii) ***you** refuse to accept a reasonable offer following **our** advice to do so*
 - iv) ***you** withdraw or attempt to negotiate or settle the **claim** without **our** written agreement*
 - v) *finer, penalties or compensation are payable by **you**.*

Insured events

1 Uninsured loss recovery

We will pay up to a limit of £25,000 plus VAT for **any one claim and in all** to pursue a **claim** or legal action for negligence against an identifiable third party or a **compensator** where an event causes damage to the **vehicle** and/or personal property in or on the **vehicle** or **trailer** *excluding*

- 1 *any **claim** arising from or relating to*
 - a) *a contract*
 - b) *defending any action*
- 2 *any **claim** under £500 for loss of or damage to **your vehicle** unless **we** are making a recovery in which case the amount will be added to the **claim***
- 3 *where **we** have refused the **claim** under Part A – Motor.*

Special conditions

- i) **You** must not take any action to recover **your** uninsured losses until **you** hear from **us**.
- ii) If **we** believe the accident was not **your** fault, **our appointed advisor** will contact **you** to act on **your** behalf in relation to the recovery of **your** uninsured losses and to make provision for a replacement vehicle.

2 Injury

We will pay up to a limit of £25,000 plus VAT for **any one claim and in all** to pursue a **claim** or legal action for negligence against an identifiable third party or a **compensator** where an event causes **you injury** whilst in, on or getting into or out of the **vehicle** *excluding any **claim** arising from or relating to*

- 1 *a contract*
- 2 *defending any action.*
- 3 *where **we** have refused the **claim** under Part A – Motor.*

3 Motoring prosecutions

We will pay up to a limit of £5,000 plus VAT for **any one claim and in all** to defend a motoring prosecution brought against **you**

excluding any prosecution brought for

- 1 *driving without insurance, an appropriate valid driving and/or taxi licence*
- 2 ***your** use of the **vehicle** in a way not permitted under Part A – Motor or elsewhere in the **policy** unless shown as included in your **certificate of motor insurance** and/or **schedule***
- 3 *parking offences*
- 4 *an offence under Sections 4, 5, 6 and 7 of the Road Traffic Act 1998 or any subsequent or amending legislation*
- 5 *any wilful, deliberate, malicious or criminal act (including but not limited to **road rage**).*

4 Motor contract disputes

We will pay up to a limit of £10,000 plus VAT for **any one claim and in all** where a dispute arises out of an agreement or alleged agreement entered into by **you** in respect of a motor vehicle *excluding any*

- i) *agreement*
 - a) *for a loan, credit, hire purchase, self-drive hire, a policy of insurance or any other financial product*
 - b) *relating to **your** profession, employment or a venture for gain other than **your business***
- ii) *any **claim** where the amount in dispute is under £500.*

5 Licence

We will pay up to a limit of £10,000 plus VAT for **any one claim and in all** for an appeal or representation to the local licensing authority or Public Carriage Office by **you** following an act or omission or alleged act or omission which leads to the suspension of, revoking, altering the terms of or refusal to renew **your** licence *excluding the original application or renewal applications.*

Specific conditions

*Failure to follow any of these specific conditions may lead **us** to cancel this part of the **policy**, refuse a **claim** or withdraw from an ongoing **claim**. Should this occur, **we** also reserve the right to recover any incurred legal costs and expenses from **you**.*

1 Making a claim

Westminster operates a 9am to 5pm (Monday – Friday)
claims reporting service on **0845 373 1307**

An out of hours telephone service is available or **you** may email **us** at westclaims@tradex.com

- i) All **claims** must be reported to **us**
 - a) within 14 days of **your** becoming aware of any circumstance which may give rise to a **claim**
 - b) during the **period of insurance**.
- ii) Under no circumstances should **you** instruct **your** own **appointed advisor** in any **claim** falling under the jurisdiction of a **small claims court** and/or prior to the issue of proceedings.
- iii) Where **you** opt to choose **your** own **appointed advisor**, **you** must not confirm that appointment until **we** have approved it. (See also Specific condition 3 ii) a) and b) - The appointed advisor.)
- iv) **You** must sign and return the claim form **we** send **you** as soon as possible together with a copy of the driver's driving licence.
- v) **We** will require full details of the incident including the names and addresses of all parties involved including witnesses, if any.

2 Your responsibilities

You must

- i) co-operate fully with the **appointed advisor** and **us**
- ii) keep the **appointed advisor** and **us** updated with progress of the **claim**
- iii) enter into a **conditional fee agreement** with the **appointed advisor** if a **claim** under Insured Events 1, 2 and 4 falls outside the jurisdiction of the **small claims court** and is to be decided in a court in England and Wales
- iv) at **our** request, give any instructions necessary to the **appointed advisor** so that **we** may secure access to any information, document or advice relating to a **claim** even if privileged
- v) not negotiate or settle the **claim** or agree to pay any legal costs and expenses incurred without **our** agreement
- vi) give the **appointed advisor** all necessary help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in **your** possession
- vii) provide, obtain or execute all required documents and attend all meetings and conferences if requested to do so
- viii) immediately forward any bills **you** receive from the **appointed advisor** to **us** having first certified that the charges have been properly incurred
- ix) if **we** require **you** to do so, ask the **appointed advisor** to submit the bill of costs for taxation or certification by the appropriate Law Society or court.

3 The appointed advisor

- i) If **we** agree to start legal proceedings and the court requires any representative to be legally qualified or there is a conflict of interest, **you** may choose the **appointed advisor** to act in **your** name and on **your** behalf in any enquiry or legal proceedings. **Your** right to choose will not apply to **small claims court claims** unless there is a conflict of interest.
- ii) Where **you** choose the **appointed advisor** rather than one appointed by **us**, **you** must
 - a) before the **appointed advisor** begins acting on **your** behalf
 - 1 write to **us** with the name and address and obtain **our** written approval
 - 2 unless a conflict of interest has led to **your** making the appointment, pay **us** a £500 **excess** before proceedings are issued
 - b) ensure that
 - 1 the **appointed advisor** agrees to act under **our** standard terms of business and to co-operate with **us** at all times
 - 2 the **appointed advisor** will enable **you** to comply with the terms, conditions and exclusions of this part of the **policy** and the **policy** as a whole
 - 3 ensure that all costs and expenses charged by the **appointed advisor** are on a **standard basis** and reasonably and properly incurred.
- iii) **We** may, in exceptional circumstances, refuse to accept **your** nomination of the **appointed advisor**. If this leads to a disagreement, **we** will appoint another suitably qualified person to decide the matter.
- iv) Cover will end immediately if
 - a) with good reason, the **appointed advisor** refuses to continue acting for **you**
 - b) **you** dismiss the **appointed advisor** without good reason
 - c) **you** withdraw from the **claim** without **our** written agreement unless **we** agree to the appointment of another **appointed advisor**.
- v) In the event that **we** need to issue proceedings in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, **we** reserve the right to change the nominated **appointed advisor** to a locally based one.

4 Counsel's opinion

We may require **you** to obtain and pay for an opinion from counsel regarding the merits or value of the **claim**. If the opinion supports **your claim**, **we** will pay for the opinion.

5 Payment

We will, at **your** request, settle the bills directly with the **appointed advisor**. However, the payment of some costs and expenses does not imply that all bills will be paid. **We** may, at **our** absolute discretion decide to pay **you** up to the limit stated for the relevant Insured Event. Where **we** exercise this discretion **we** will cease to be liable for any further costs and expenses that may be incurred.

Specific exclusions

*This part of the **policy** does not cover*

- 1 *Legal proceedings between any persons insured by this **policy**.*
- 2 *Disputes between **you** and **us** and/or **your** insurance broker.*
- 3 *Legal costs and expenses covered by another insurance policy.*
- 4 *The deliberate, conscious, intentional or careless disregard by **you** of the need to take all reasonable steps to avoid, prevent and/or limit a **claim**.*
- 5 *Any VAT **you** can recover from elsewhere.*
- 6 *An application for*
 - i) *a judicial review*
 - ii) *any payment to the Motor Insurers Bureau under the Untraced Driver's Agreement, or Uninsured Driver's Agreement or any future agreements funded by the Motor Insurers Bureau.*
- 7 *Any claim or counter claim made against **you** by **your** opponent(s).*

Part C – Road rescue

This part of the **policy** is underwritten by Inter Partner Assistance SA and administered by Auto Legal Protection Services Limited.

Your **schedule** will show if this part of the **policy** is in force.

Specific definitions

These specific definitions apply to this part of the **policy** and are in addition to or variations of the General definitions on pages 4 - 5 which apply to the **policy** as a whole.

ALPS	Auto Legal Protection Services Limited, P.O. Box 115, Congleton, Cheshire CW12 3FL. Authorised and regulated by the Financial Conduct Authority, Register No 300906.
AXA Assistance	AXA Assistance (UK) Ltd, The Quadrangle, 106 - 118 Station Road, Redhill, Surrey RH1 1PR. AXA Assistance is authorised and regulated by the Financial Conduct Authority. Register No 439069.
Breakdown / break(s) down	Mechanical and electrical breakdown, accidental damage, vandalism, fire, theft or attempted theft, flat battery or accidental damage to tyres occurring during the period of insurance .
Insurer/Inter Partner Assistance	Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority. FCA Register number 202664. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from them on request. You can check the FCA's register by contacting the FCA on 0800 111 6768 or by visiting the website www.fca.org.uk/register .
Personal effects	Personal effects include but are not limited to clothing, handbags, wallets, briefcases and luggage <i>however, mobile telephone, communication, photographic, audio, video, computer and associated equipment, jewellery, watches, money and documents are excluded.</i>
Repatriation/repatriate	The moving of a vehicle which is not roadworthy by road transporter from any country in which this policy is operative to your home or designated garage in the United Kingdom .
Service providers	The garages, breakdown/recovery contractors, repairers, car hire companies and other third party service providers whose services are arranged and/or paid for by AXA Assistance on your behalf.
Territorial limits	The United Kingdom , Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France including Monaco, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy including San Marino and Vatican City, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland including Liechtenstein.
The party/your party	You and the passengers in the vehicle .
Total loss	Where Tradex has agreed to or has settled your claim on a total loss basis in accordance with the terms and conditions of Part A - Motor.
Trailer	For the purposes of this part of the policy only, a trailer includes a boat, caravan and/or any other item being towed by or used in conjunction with the vehicle provided that it is no more than 3 metres high, weighs no more than 3.5 tonnes (including any load carried), including the tow bar is under 8 metres long and under 2.3 metres wide.
Vehicle	Any vehicle insured under Part A - Motor which weighs no more than 3.5 tonnes (including any load carried) and which is no more than 5.1 metres long, 1.95 metres high and 2.1 metres wide.
We/us/our	AXA Assistance and/or Inter Partner Assistance .
You/your/insured	i) The ,287. ii) Any other person who may be using or driving the vehicle.

Specific conditions

1 Your responsibilities

You must

- i) as soon as **you** can, report any **claim** to **us** (for full details, see page 2) and also to Westminster, where there is damage to the **vehicle** covered under Part A Motor, Section 2 – Your vehicle (for full details, see Making a claim on pages 18 - 19)
- ii) not authorise repairs, **repatriation** or make arrangements for services without **our** prior authorisation
- iii) not behave in a threatening or abusive way to **us** or any **service provider** as, if **you** do, all benefits and services under this part of the **policy** will be refused
- iv) if requested, return the completed claim form and original receipts to **us**, if possible, within 28 days of the **breakdown** or incident
- v) send **us** all relevant original receipts (not photocopies) to substantiate **your claim** as **we** may refuse to pay **your claim** if **you** are unable to produce these
- vi) within 7 days of any request from **us**, send **us** copies of any European accident statements (called a “Constat d’amiable” in France) and/or any police reports should **you** make a **claim** following a road traffic accident.

2 Reporting damage covered by Part A – Motor, Section 2 – Your vehicle

If **your vehicle** is damaged in a road traffic accident or by fire, break-in, theft or attempted theft or any other damage covered by Part A – Motor, Section 2 – Your vehicle, **you** must report the damage to the First Response Helpline on 0845 373 1300 or from abroad +44 207 001 9200 as soon as **you** can (see page 2).

3 Service providers

You are responsible for the cost and guaranteeing the quality of repairs when the **vehicle** is repaired in any garage the **vehicle** is taken to.

4 Repayment of costs

If required by **us**, **you** must repay

- i) any costs **we** have paid which are not covered
- ii) the cost of any spare parts supplied.

5 Unforeseeable events

We cannot guarantee the provision of any benefits and services in circumstances beyond **our** reasonable control or the reasonable control of any **service provider** which prevents **us** or them from providing that benefit or service.

This does not affect **your** right to take legal action to claim compensation in relation to any service **we** provide.

6 Cancellation

No refund will be allowed if any specific Insured Event or a section of this part of the **policy** is cancelled either by **you** or by **us** as set out in General condition 11 - Cancellation on page 41. If a valid **claim** was made before this part of the **policy** or the policy as a whole was cancelled, **we** will still settle the **claim**.

Specific exclusions

*This part of the **policy** does not cover*

- 1 The **vehicle** being driven or used by any person who **we** are satisfied was, at the time, under the influence of any substance that would be considered to constitute an offence under the relevant law.
- 2 Any **vehicle** being driven and/or used other than
 - a) by the persons and in the way specified in the **schedule** and **certificate of motor insurance**
 - b) in full accordance with the terms, conditions and exclusions of Part A – Motor except as specifically varied in this part of the **policy**
 - c) in the **territorial limits** and/or any other country in which this **policy** is operative at the time of the **breakdown**.
- 3 Any **breakdown**
 - i) occurring during the first 24 hours of the first **period of insurance** other than under Section 1, United Kingdom, Insured Event 1 – Roadside assistance where cover applies from inception
 - ii) whilst the **vehicle** is being driven and/or used as a **taxi, PHV or PSV** outside the **United Kingdom**
 - iii) used as a way to avoid paying repair or maintenance costs
 - iv) caused by or resulting from
 - a) the **vehicle** running out of oil or water
 - b) frost damage
 - c) rust or corrosion
 - d) tyres which are not roadworthy
 - e) **your** failure to have the **vehicle** serviced in line with manufacturer's guidelines
 - f) the towing or transport of any vehicle and/or **trailer** which requires towing and which, in **our** reasonable opinion, is loaded beyond its legal limit
 - v) resulting from participation in a motor sport event taking place
 - a) off the road and/or not subject to the normal rules of the road including off road rallies
 - b) on a permanent or temporarily constructed race track (e.g. Snetterton, Oulton Park and the Nurburgring Nordschleife) or rally circuit

however **vehicles** participating in treasure hunts, touring assemblies or navigational road rallies which take place on the road and comply with the normal rules of the road are covered
 - vi) resulting from contaminated or the wrong fuel being used however **we** will arrange for **your vehicle** to be taken to a local garage for assistance but **you** will have to pay for any work which has to be carried out.
- 4 Missing or broken keys however if appropriate, **we** will arrange for roadside assistance and local recovery but **you** will have to pay any costs incurred including any damage to the **vehicle**.
- 5 Any **vehicle**
 - i) which, according to the **service provider** or which, in **our** reasonable opinion, was broken down or not roadworthy when the **policy** was effected or renewed
 - ii) carrying more persons than recommended by the manufacturer or permitted elsewhere in this **policy**
 - iii) which is **unattended** or a hire car provided by **us** following a **breakdown** of **your vehicle**
 - iv) being demonstrated or delivered by a motor trader or used under trade plates
 - v) in a position where it cannot be worked upon, towed or where its wheels have been removed however **we** can arrange to rectify this but **you** will have to pay any costs incurred.
- 6 The cost of
 - i) ferry crossings, road toll and congestion charges
 - ii) parts, fuel, specialist equipment and other supplies
 - iii) any **vehicle** storage charges levied
 - iv) labour at any garage to which the **vehicle** is taken other than as provided for elsewhere in this part of the **policy**
 - v) rectifying failed or partially effected repairs
 - vi) replacing tyres, windows and keys
 - vii) any transportation, accommodation or care of any animal
 - viii) any item, benefit or service
 - a) not arising directly from the **breakdown** **you** are claiming for
 - b) in excess of the limits set out elsewhere in this part of the **policy**
 - c) not authorised by **us**
 - ix) a second call out if **we** consider that the fault which caused the first **breakdown** had not been properly repaired.

- 7 Losses of any and every kind and any costs incurred caused by delays or the provision of benefits and/or services, whether or not provided by **us** or a **service provider**, for example loss of earnings, the cost of food and drink and any costs not agreed by **us**.
- 8 Any **claim**
 - i) caused directly or indirectly by the effect of intoxicating liquors or drugs
 - ii) which **you** have made successfully under Part A – Motor, Section 2 – Your vehicle or any other policy of insurance however, where the value of **your claim** is more than the amount **you** can get from the other insurance, **we** may agree to pay the difference subject to the limits, terms, conditions and exclusions of this part of the **policy**.
- 9 Any **personal effects** left in or on **your vehicle** and/or **trailer** being towed by or used in conjunction with the **vehicle**.
- 10 Any animal or livestock in the **vehicle** at the time of the **breakdown** and during onward transportation, if **we** agreed to provide it.

The cover

We will, following **breakdown** and subject to the number of call outs per **vehicle** permitted in any one **period of insurance**, pay up to the limits specified under each Insured Event shown as operative in the **schedule**.

Period of insurance	Number of permitted call outs
12 months	6
6 months	3
Under 6 months	2

If **you** need **our** help for more than the permitted number of call outs or if the **vehicle** has the same fault more than twice, **you** will have to pay for the services **we** provide. **We** will ask **you** to provide **your** credit or debit card details to **us** as, without them, **we** will not be able to provide the required services.

We will also provide cover for

1 Towing

the recovery of any caravan, horsebox or **trailer** attached to the **vehicle** at the time of the **breakdown** to be recovered to the same destination as the **vehicle**

2 Message relay

the relay up to two telephone messages to family members, friends and/or business associates to advise of unforeseen travel delays following **your** reporting a **breakdown**

3 Keys locked in the vehicle

a **service provider** to attempt retrieval of **your** keys inadvertently locked in **your vehicle**
but not
the cost of repairing any resultant damage

4 Spare parts dispatch

up to £500 for

- i) freight, handling and ancillary charges
- ii) the fare for one person to collect the parts from an appropriate railway station or airport where mechanical or electrical parts are unavailable locally without which the **vehicle** cannot be returned to a roadworthy condition

but not

*for the cost of parts themselves which must be paid for by **you**.*

5 Motorcycles

the hire of a car or alternative transport, whichever is the most suitable, if **your motorcycle** breaks down

*but **we** will not*

*arrange or pay for the hire of a motorcycle or of a vehicle or trailer which would enable **you** to tow **your motorcycle**.*

6 Caravans and trailers

any **trailer** being towed
provided that

- i) a spare wheel is being carried
- ii) the towing weight limits have not been exceeded
- iii) **you** obey any applicable laws in the **United Kingdom** and/or **territorial limits**.

*However, **we** are unable to arrange a replacement if the **repairs** cannot be completed by the end of **your** trip.*

If Section 2 - European road rescue is operative, it may become necessary to arrange for a towing vehicle to **repatriate** the **trailer** if it cannot be repaired abroad by **your** return date.

Section 1 – United Kingdom

If you break down in the United Kingdom

Telephone Tradex and Westminster Road Rescue Helpline on 0800 132 450

(See page 34 for how to deal with a breakdown in Europe)

- 1 Advise the operator that **you** are a Westminster **policyholder**.
- 2 Quote **your vehicle** registration number and provide a description, if required.
- 3 Give the **vehicle's** location and the nature of the fault.

We will advise **you** how to proceed and what form of assistance would be the most appropriate.

It is essential that **you** call the helpline before making any arrangements as any costs incurred without prior authorisation will not be reimbursed.

If **we** arrange a hire car, the provision of spare parts or services which are not covered or which exceed the limits set out in the Insured Events, the operator will ask **you** to provide **your** credit or debit card details. Without these details, **we** will not be able to provide certain of the services **you** may require.

Important: If there is damage to **your vehicle** for which **you** have cover under Part A – Motor, Section 2 – Your vehicle, **you** must report it to the First Response Helpline on 0845 373 1300 as well (see page 2).

Insured events

*Insured Event 1- Roadside assistance applies to all policies and **your schedule** will show whether Insured Event 2 is in force.*

1 Roadside assistance

We will send a **service provider** to try to repair **your vehicle** if **you** are stranded on a highway or other road or area to which the public has the right of access, following a **breakdown** in the **United Kingdom**

but not if

*the **breakdown** occurs within a ¼ mile of **your home**, **business** address or the address at which **you** normally keep the **vehicle***

If the **vehicle** cannot be repaired at the roadside or the **service provider** considers that repairs are unwise or cannot be completed within an hour, the **vehicle** and **your party** will be taken to a destination of **your** choice within a radius of 10 miles of the **breakdown** or, if **you** have no preferred destination, to a nearby garage. If **you** wish the **vehicle** to be taken to any destination outside the 10 mile radius, **you** will have to pay the additional towing costs incurred.

In addition, if the **vehicle** has to be left at the garage to which it has been towed, **we** will reimburse the cost of taxi fares for up to 20 miles from the garage provided that **you** submit the original receipt when **you** make the **claim**.

2 Homestart and national recovery

If shown in the **schedule**, **we** will provide the benefits stated below in addition to the cover provided by Insured Event 1, Roadside assistance provided that

- a) the benefits are arranged at the time of the **breakdown**
- b) **you** pay for any extra or additional transport or hotel costs incurred.

A Homestart

- 1 **We** will send a **service provider** to try to repair **your vehicle** if **your vehicle breaks down** within a ¼ mile of **your home, business** address or the address at which **you** normally keep the **vehicle**.
- 2 If **we** decide that **your vehicle** cannot be repaired locally, **we** will pay for standard class rail or other transport of **our** choice for up to £150 a person and a maximum of £500 whichever is less for **your party** to reach the end of their journey.

B Vehicle Recovery

Your party and the **vehicle** will be taken either to **your home** or to a different single address if

- 1 **your vehicle** cannot be repaired locally in a day
- 2 **you** cannot complete **your** trip because **you** are ill and no other member of **the party** can drive the **vehicle**

provided that if

- a) due to the number of people in **your party**, more than one vehicle is required, passengers under the age of 16 must be accompanied by an adult
- b) **you** are ill, **you** provide **us** with a doctor's medical certificate confirming **your** inability to drive.

C Onward Transportation

Once **we** have decided that **your vehicle** cannot be repaired locally, **you** are entitled to reimbursement of up to £150 a person and a maximum of £1,000 whichever is less, for the reasonable cost of either

Alternative transport – standard class rail or other transport for **your party** to reach the end of their journey

or

Hotel accommodation – one night's bed and breakfast for **your party** in a hotel.

D Special medical assistance

We will arrange and pay for one night's bed and breakfast for **your party** in a hotel of **our** choice if **you** or one of **your party** is taken into hospital more than 20 miles from **home**.

Section 2 – European road rescue

Your schedule will show whether this section is in force.

If you break down abroad

If **you break down** or if the only qualified driver is medically unfit to drive, please follow these simple steps

- **You must** use the roadside emergency telephones **if you break down** on a continental motorway or service area.
- In all other instances or as soon as **you** are able, **you** must telephone
Tradex and Westminster Road Rescue on +44 (0)1737 815 150
 - 1 Advise the operator that **you** are Westminster **policyholder**.
 - 2 Quote **your vehicle** registration number and provide a description, if required.
 - 3 Give the **vehicle's** location and the nature of the fault.
- **You must** call the helpline before making any arrangements as any costs incurred without **our** prior authorisation will not be reimbursed. **We** will advise **you** how to proceed and what form of assistance would be the most appropriate. In some instances, **we** will also, at **our** sole discretion, decide which course of action to adopt but **we** will take **your** preferences into account.
- If **we** arrange a hire car, the provision of spare parts or any other services which are not covered or which exceed the limits set out in the Insured Events, **you** will be asked to provide **your** credit or debit card details to **us**. Without these details, **we** will not be able to provide certain of the services **you** may require.

Insured Event

We will pay up to £2,500 for any one **breakdown** subject to the limits for the benefits and services outlined below.

A Pre departure services in the United Kingdom

If, **your vehicle breaks down** en route to **your** point of departure from or return to the **United Kingdom**, **we** will provide cover for any Insured Event shown as operative in **your schedule** under Section 1 - United Kingdom.

In addition, if **we** confirm that **your vehicle** cannot be repaired within 24 hours, **we** will pay a contribution of up to £500, towards the cost of a self-drive hire car including collision damage waiver and, if required, a replacement green card so that **you** can complete the planned journey.

B Services whilst travelling abroad

We will pay for

- 1 attendance of a **service provider** to try to repair the **vehicle** at the roadside or tow it from the place of **breakdown** to the nearest local repairer
- 2 and either
 - a) a contribution of an equivalent value of £100 towards labour charges if the garage can repair the **vehicle** on the same day or
 - b) inspection fees to confirm that the **vehicle** cannot be repaired by **your** return travel date and
- 3 storage charges for the **vehicle** whilst awaiting repair or **repatriation** and
- 4 the cost of wheel changes *but not replacement tyres*
excluding
 - i) *any labour costs* other than those incurred at
 - the roadside
 - a garage as allowed for under 2a) above
 - ii) *any labour and repair costs if the vehicle was in a road traffic accident, damaged by fire, stolen or is a total loss*
 - iii) *the cost of any repairs not directly necessary to enable the vehicle to continue the journey on the same day.*

In addition and provided that

- a) **we** confirm that the **vehicle** cannot be repaired within 12 hours of the **breakdown** being notified
- b) **we** confirm that **repatriation** and/or collection is necessary
- c) the **vehicle** has been stolen and not recovered within 24 hours of **your** reporting the matter to the police

we will pay

1 Additional accommodation expenses, journey continuation or return home

£1,000 per **breakdown** for any

- 1 necessary additional room only accommodation expenses **you** incur whilst **you** wait for **your vehicle** to be repaired or **repatriated** or
- 2 travel expenses **you** incur to enable **you** and **your party** to either continue the planned journey or to return **home** by a direct route including, but not restricted to, self-drive car hire including collision damage waiver and, if required, replacement green card, second or standard class rail travel or a combination of both.

2 Repatriation or vehicle collection

- 1 the cost of **repatriation** or
- 2 up to £750 for one person to collect **your vehicle** if it was left abroad to be repaired, made up of
 - standard or second class rail fares and other public transport fares necessary to reach the place of collection
 - any additional homeward cross channel ferry or rail fares incurred to enable **you** or the person nominated by **you** to bring the **vehicle** back to the **United Kingdom** provided that the cost of any additional fares is calculated by deducting the value of the unused homeward portion of **your** original ticket from the cost of the new ticket
 - up to £30 per night for single room only hotel accommodation to enable the journey to be completed

excluding

- i) *any other costs and expenses incurred*
- ii) *self-drive hire car costs incurred*
 - *beyond any period agreed by **us***
 - *if the vehicle is left at a different location from that agreed*
 - *for the vehicle to be collected*
 - *if a vehicle hired abroad is dropped off in the **United Kingdom***
 - *for insurance cover*
- iii) *the cost of **repatriation** of **your vehicle** if that cost exceeds its total loss value*
- iv) *any costs incurred after **we** or **Tradex** have declared the **vehicle** a total loss*
- v) *any **claim** where Customs in any country find that the contents of **your vehicle** and/or trailer are illegal.*

3 Replacement driver

the cost of providing a replacement driver to take **your vehicle** and **your party** to **your** destination or **home** if **you** are the only qualified driver in **the party** and declared to be medically unfit to drive by a registered doctor

excluding

more than one **claim** per journey abroad.

Important notes

Breakdowns on continental motorways (including service areas)

When **you** use the roadside emergency telephones, **you** will be connected to the police or an authorised motorway service who will send a breakdown recovery vehicle. However, recovery will only be to the recovery company's own depot. If they cannot repair **your vehicle**, please telephone **Tradex and Westminster Road Rescue on +44 (0)1737 815 150** as soon as **you** can and, if possible, from the recovery company's depot.

Whilst **you** may have to pay labour and towing charges on the spot (an authorised tariff is normally applicable), the costs are covered and **you** should obtain a receipt to claim a refund when **you** return **home**.

Mobile phones

We will not reimburse the cost of any telephone calls (including mobile phone calls) **you** have to make. It may not be possible for **our** control centre to call a mobile phone but when it is, **you** may still have to pay the cost of international calls. **You** should also be aware that some service providers charge for calls to freephone numbers.

The regulations on the use of mobile phones varies from country to country. Please check with **your** mobile phone service provider that **your** phone meets the requirements and standards for the countries in which **you** are travelling.

Repatriation

Repatriation usually takes 10-14 working days for delivery to a **United Kingdom** address from most western European countries but, at busy times and from eastern European countries, it may take longer.

Any fitted roof box, pedal cycle, luggage or ski rack must be removed and placed inside the **vehicle** and any keys left with **your vehicle keys**.

Part D – Taxi driver's personal accident

The **insurer** for this part of the **policy** is **Tradex**.

Your **schedule** will show whether this part of the **policy** is in force.

Specific definitions

These specific definitions apply to this part of the **policy** and are in addition to or variations of the General definitions on pages 4 - 5 which apply to the **policy** as a whole.

Accident	An injury which is caused by a sudden, unexpected specific event occurring at an identifiable time and place.
Assault	A sudden, unexpected unusual, specific event caused by a third party not previously known to you with deliberate intent to cause injury at an identifiable time and place.
Injury	For the purpose of this part of the policy only, a physical injury caused solely and independently by an accident or assault which, within 12 months, results in an insured person's death or disability.
Insured person	Any driver of your taxi, PHV or PSV aged between 25 and 75 named in the schedule .
Loss of limb(s)	The loss of a hand or foot by physical severance or total loss of use of an entire hand or foot.
Loss of sight	The permanent and total loss of sight which we consider as having happened a) in both eyes, if an insured person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist or b) in one eye if, after correction, the degree of sight an insured person has left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at three feet what they should be able to see at 60 feet).
Loss of use	The total and irrecoverable loss of use where the loss is continuous for 12 months and is deemed permanent and beyond the possibility of improvement.
Permanent total disablement	Disablement which entirely prevents an insured person from working in any business or occupation of any and every kind and which, after a period of 12 months from the date of disablement in the opinion of a medical referee, shows no sign of ever improving.
Pre-existing condition	Any physical or mental condition or disability of a recurring or chronic nature from which the insured person suffers or was known to suffer, prior to the inception of this policy .
You/your	The policyholder , the insured person and, where applicable, their personal legal representatives.

The Cover

We will pay up to the level of the benefits shown below if an **insured person** suffers death or **injury** directly as a result of **accident** or **assault** whilst driving, using, getting into or out of **your taxi, PHV** or **PSV** in the **United Kingdom** during the **period of insurance**

1	Death	£100,000
2	Loss of sight	£100,000
3	Loss of limb(s)	£100,000
4	Permanent total disablement	£100,000

provided that

- a) all the insured **taxis, PHVs, PSVs** or chauffeur driven customers' cars have comprehensive cover (i.e. covers A, B, C and D as detailed on page 18 are all operative)
- b) the **permanent total disablement** benefit will become payable 12 months after the **accident** or **injury** occurred
- c) the death benefit will become payable only if the **injury** leads to death within 12 months of an **accident**
- d) in respect of the same **accident** or **injury**, only one of benefits 1, 2, 3 or 4 will be payable to each **insured person**
- e) where more than one **insured person** suffers **injury** as a result of the same **accident** or **assault**, the maximum **we** will pay is £200,000 allocated to each of the **insured persons** in equal proportions if this limit is reached
- f) an **insured person**
 - i) agrees to be placed under the care of a qualified medical practitioner throughout any period of disability
 - ii) submits, at **our** expense and whenever required by **us** to medical examinations
- g) where the consequences of an **accident** or **assault** are more serious because of an **insured person's pre-existing condition**, the amount **we** will pay will be the amount **we** consider would have been reasonable, had those consequences not been so serious.

Specific condition

No refund will be allowed if this part of the **policy** is cancelled either by **you** or by **us** as set out in General condition 11 – Cancellation on page 41.

Specific exclusions

*This part of the **policy** does not cover*

- 1 **injury** arising from an **insured person**
 - i) driving, using or getting onto or off a **motorcycle**
 - ii) loading, unloading or using the **taxi, PHV** or **PSV** or **trailer** as a tool of trade
- 2 **injury** resulting from an **insured person's** participation in racing, pace making, competitions, rallies, track days, trials or speed tests either on a road, track or off-road whether the event is officially organised or informally arranged
- 3 deliberate exposure to exceptional danger except in an attempt to save human life
- 4 any **insured person** who **we** are satisfied was, at the time of the **accident** or **assault**, under the influence of or addiction to any substance including but not limited to intoxicating liquor, substance or solvent abuse and/or a drug or drugs including those medically prescribed where the doctor and/or manufacturer has advised that the ability to drive may be impaired
- 5 provoked **assault, road rage** or fighting except in bona fide self defence
- 6 the **insured person** committing or attempting to commit suicide or intentional self injury whether sane or insane
- 7 any sickness or disease not resulting from an accidental **injury**
- 8 any naturally-occurring condition or process or any gradual cause
- 9 **injury** arising as a direct result of an **insured person's pre-existing condition(s)**.

General conditions

*The following conditions apply to this **policy** as a whole except where specifically varied in any part or section. In addition some parts and sections have their own specific conditions which should be read carefully as they will affect the cover provided particularly with regard to the cancellation of this **policy**.*

1 Claims notification and management

You must, when an incident occurs which may result in a **claim**

- i) within 48 hours of the occurrence or discovery advise **us**, initially by telephone and then in writing, of all incidents including assault, **road rage** or altercations which may result in a **claim** regardless of whether or not **you** are responsible
- ii) within 24 hours of discovery, tell the police about all incidents of **injury**, loss, theft, attempted theft, vandalism, malicious acts, assault or **road rage** and obtain a crime reference number
- iii) within 7 days of the incident, provide us with all “black box”, camera and telematics records, footage and/or memory cards
- iv) not admit to, negotiate any payment or refuse any claim without **our** written consent
- v) notify **us** in writing immediately **you** or **your** personal legal representative becomes aware of any impending prosecution, inquest or fatal accident inquiry involving anyone covered by this **policy**
- vi) immediately send **us** unanswered every writ, summons, legal process or other communication **you** receive about a **claim**
- vii) provide sufficient information to substantiate the **claim** including, if requested, the original purchase receipt and proof of the seller’s identity
- viii) at **your** own expense, provide all details and evidence **we** may require.

2 Late notification of claims

All incidents which may give rise to a **claim** for compensation from third parties not advised to **us** within 14 days of the occurrence or discovery are deemed late notification. Therefore if we have to pay increased compensation and/or costs due to **our** obligations under the **Road Traffic Acts**, **we** may

- i) require **you** to reimburse any additional amounts **we** have had to pay
- ii) for **vehicle claims**, retain any premium refund due to **you**
- iii) request payment of the late notification **excess** shown in the **schedule**
- iv) cancel **your policy** by invoking General condition 11 – Cancellation on page 41.

In addition, **your claim** for damage to **your vehicle** may be prejudiced and **you** may forfeit any accrued no claims bonus.

3 Conduct of claims

We are, for any **claim** under this **policy**, entitled to

- i) conduct, defend or settle any **claim** in **your** name and at **our** expense
- ii) exercise full discretion in the conduct of any proceedings or the settlement of any **claim**
- iii) for **our** benefit and at **our** expense, take proceedings in **your** name to recover any payments **we** have made
- iv) receive all the necessary information, proofs and assistance **we**, **our** duly appointed agents and/or legal representatives may require including a statutory declaration of the truth of the **claim** and any matter connected with it
- v) co-operation from **you**, **your family** or anyone else entitled to indemnity under this **policy**.

4 Misleading or fraudulent claims, statements and information

We have the right to refuse to pay or reduce the amount **we** pay for a **claim**, charge an additional premium, avoid this **policy** and retain any premium paid, if any

- i) **claim** or statement made by **you** or anyone acting on **your** behalf is in any way misrepresented, fraudulent, deliberately false, intentionally inflated or exaggerated
- ii) documents given to **us** are false, forged or stolen
- iii) **claim** details and/or **essential information** given to **us** is inaccurate, falsified, misrepresented or has been withheld.

We may, in addition

- a) cancel all other policies **you** have with **us**
- b) retain any premiums **you** have paid
- c) seek to recover from **you** any costs **we** have incurred.

5 Your duty of care

You must

- i) take all reasonable steps to
 - a) prevent loss, damage, accident and **injury**
 - b) maintain each **vehicle** in an efficient and roadworthy condition and allow **us** access to examine it at any reasonable time
 - c) protect and keep safe and secure all **vehicles** and insured property
 - d) observe and comply with all statutory and/or public authority legislation, regulation, requirements and obligations
- ii) not leave the **keys** in or on any **unattended vehicle**.

6 Condition of vehicles and trailers

If the condition of a **vehicle** or **trailer** causes or contributes to an accident or **injury**, cover will be restricted to **our** liability under the **Road Traffic Acts**. **We** reserve the right to recover any costs from **you**, the driver or any other party who may have affected its condition.

7 Cessation of cover

All cover under this **policy** will end immediately if

- i) **your** interest in the **business** ceases other than by will or operation of law
- ii) the **business** is wound up, dissolved, put into administration, a liquidator or receiver is appointed or trading is permanently discontinued
- iii) **you** are declared bankrupt, enter into an Individual Voluntary Arrangement (IVA) or are disqualified from acting as a company director for any period of time.

8 Notifying us of changes and non-compliance

You must immediately notify **us** in writing within 14 days of

- i) any change in
 - a) the **essential information** given to **us** which may affect this insurance (see Supplying information and making changes on page 46 for examples)
 - b) the use(s) of the **vehicle(s)**
- ii) the suspension, revoking, altering the terms of or refusal to renew the driver's own licence or that of **your taxi, PHV or PSV** by the local licensing authority or Public Carriage Office and/or
- iii) **your** inability to comply with any of the terms and conditions of this **policy**.

Should **we** become aware of any change or non-compliance which may affect this insurance, **we** reserve the right to

- o cancel **your policy** and refuse to pay any **claim** or
- o not pay any **claim** in full or
- o revise the premium and/or change an **excess** or
- o revise the extent of cover or the terms, conditions and/or exclusions of this **policy**.

If it becomes necessary for **us** to cancel this **policy**, **we** will do so as outlined in General condition 11 – Cancellation on page 41.

9 How we process and use your information

The information **you** supply may be used for insurance administration, management information including portfolio assessment, risk assessment, performance and management reporting, debt collection, offering renewal, research and statistical analysis by **Tradex**, its associated companies and agents, by other participating **insurers** and suppliers and your insurance intermediary, disclosed to regulatory bodies for monitoring and/or enforcing the **insurers'** compliance with any regulatory rules and codes of conduct, shared with other insurers either directly or via those acting for them such as loss adjusters, surveyors and investigators and shared with and checked against various databases, credit reference agencies, fraud prevention agencies and public bodies including the police. (For further detail, see Data protection – information uses on page 47.)

10 Cooling off period

We hope **you** will be happy with **your policy** but if **you** are not and decide not to proceed, **you** have 14 days from the date **you** received **your policy** to cancel. Any refund given will be subject to a charge for the period that cover has been in force and a policy charge of £35 plus **IPT**. If a **claim** has been made or an incident which may give rise to a **claim** has occurred, the full annual premium remains payable and no refund will be allowed. No refund will be given until **you** have returned the **policy** documents, **certificate(s) of motor insurance**, cover note(s) and any employers liability certificate(s) to **us**.

11 Cancellation

This **policy** or any section of the **policy** may be cancelled by **you** or **us**, however no refund of premium will be allowed

- a) until **you** have returned the current **certificate of motor insurance**, cover note and/or employers liability certificate to **us**
- b) if a **claim** has been made or there has been an incident which may give rise to a **claim**
- c) if the **period of insurance** is less than 12 months
- d) under Parts B – Legal expenses, C – Road rescue and D – Taxi driver’s personal accident.

Cancellation by you

You may cancel by giving **us** written instructions in which case **you** may be entitled to a refund of the pro-rata portion of the premium less 25%. A policy charge of up to £35 plus **IPT** will be levied.

Cancellation by us

We may cancel

- i) by sending **you** 7 days notice by recorded delivery letter to **your** last known address or
- ii) if **you** pay **your** premium in instalments by any kind of deferred payment scheme and fail to make a payment when it is due.

If **you** pay **your** premium

Annually

you may be entitled to a refund of premium as set out above

In instalments

failure to pay an instalment under any deferred payment scheme may result in immediate cancellation of the **policy** and **we** will stop collecting **your** instalments but may exercise **our** right to collect the balance of the outstanding premium as set out in the relevant parts and sections of this **policy**.

Important note

Under Section 147 of the Road Traffic Act 1988 (as amended) **you** are required to return all current cover note(s) and/or **certificate(s) of motor insurance** if for any reason the **policy** is cancelled.

In accordance with The Motor Vehicle Order 2010 (Electronic Communication of Certificates of Insurance), **you** may cancel the **policy** by sending a formal electronic notice to confirm the date and time **your** cover ceased to allwestminsterunderwriting@tradex.com.

Alternatively **you** may post a signed copy of **your certificate of motor insurance** on which **you** have confirmed the date and time that cover ceased to

Westminster Insurance Policy Cancellations,

Tradex Insurance Company Limited, Victory House, 7 Selsdon Way, London E14 9GL.

If the **certificate of motor insurance** has been lost or destroyed, **you** must provide an electronic or statutory declaration to that effect (for details see www.mywestminsterinsurance.com).

Where **we** cancel the **policy** and **you** have not, within seven days of receiving **our** letter, returned these documents in one of the ways outlined above, **you** will have committed an offence under the Road Traffic Act 1988 (as amended). The appropriate authorities will be notified and proceedings may be commenced against **you**, the costs of which **you** may be liable to pay.

12 Instalment premiums and total losses

If, following a **claim** **we** have agreed to pay, a **vehicle** is a **total loss** and **you** have not paid all **your** instalments, the premium **you** owe will be deducted from any payment **we** make.

13 Monthly premiums

Where **your schedule** and/or **certificate of motor insurance** shows that the **policy** provides only one month's cover for each premium paid, **you** must pay that premium when it is due otherwise **we** may cancel the **policy** from that date. In the event of such cancellation, **you** must immediately surrender the current **certificate(s) of motor insurance** and any employers liability certificates to **us**.

14 Other insurances

If, at the time a **claim** is made under this **policy**, another insurance exists that would cover the same loss, damage or liability, **we** will only pay **our** share of the **claim** except where stated otherwise in this **policy**.

15 Policy charges

If **you** make any alterations to this **policy**, request a duplicate **certificate of motor insurance** or employers liability certificate or if **you** cancel the **policy** during the **period of insurance**, **we** may levy a policy charge of £35 plus **IPT** per amendment or copy.

16 Rights of recovery

If the law of any country in which this **policy** operates obliges **us** to pay a **claim** which **we** would not otherwise have paid, **we** may recover this amount from **you** or the person who incurred the liability.

17 Motor Insurance Database disclosure

If the **vehicle** is registered with the **DVLA**, its details must be added to the **MID** which is managed by the Motor Insurers' Bureau (MIB). If the registration number is not shown correctly on **your policy** documents or **you** cannot find **your vehicle** on the **MID**, **you** must contact **us** immediately. If **you** do not, the **vehicle** may be clamped, seized or destroyed and other penalties imposed including points being added to **your** driving licence. (For further information please read Important Information – Motor Insurance Database on page 47.)

18 Contracts (Rights of Third Parties) Act

No person, persons, company or other party not named as the **policyholder** in this **policy** has any right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent or amending legislation to enforce any terms and conditions of this **policy**. This does not affect any right or remedy of a third party that exists or is available apart from that Act.

19 Governing law

You and **we** are free to choose the law applicable to this **policy** but, in the absence of any written agreement to the contrary, the **policy** will be governed and interpreted in accordance with English law and, other than where specifically stated otherwise, subject to the exclusive jurisdiction of the English courts.

20 Acts of Parliament

All Acts of Parliament and regulations referred to in this **policy** are understood to include any subsequent or amending legislation as well as equivalent legislation enacted elsewhere in the **United Kingdom**.

21 Disagreements and disputes

Amount of claim

Where **we** have accepted a **claim** but there is disagreement over the amount to be paid, the matter will be referred to an arbitrator appointed in accordance with the current statutory provisions, or if applicable, to the Financial Ombudsman Service. When this happens, an award must be made before proceedings can be started against **us**. (Not applicable to B - Legal expenses and C – Road rescue.)

Other disputes

Any other dispute under or in any way relating to this **policy** will be submitted to the exclusive jurisdiction of the English courts.

Complaints

See page 48 for the full complaints procedure.

General exclusions

*The following exclusions apply to this **policy** as a whole except where varied specifically. In addition, each part and section has its own specific exclusions which should be read carefully.*

This policy does not cover

1 War risks and terrorism

Any **injury**, loss, damage, cost, expense, **indirect loss** or legal liability directly or indirectly caused by, contributed to or arising from any

- i) consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power or
- ii) **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss or
- iii) action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**.

However, **we** will provide cover

- a) to meet the minimum requirements of any relevant law including current Road Traffic legislation
- b) for liability to **your employees** if Part A – Motor, Section 1 – Liability to others, Employers liability optional extension is shown in the **schedule** to be operative (see page 16).

If **we** allege that any loss, damage, cost, expense, **indirect loss** or legal liability is not covered by this **policy**, the burden of proving to the contrary will be **yours**. Additionally, if any part of this General Exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect.

2 Radioactive contamination

Any **injury**, disablement, damage to any property or any resulting loss, cost, expense, **indirect loss** or any legal liability directly or indirectly caused by, contributed to or arising from

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear explosive assembly or nuclear component of such assembly.

3 Pollution

Any **injury**, loss, damage, cost, expense, **indirect loss** or legal liability except as required to meet any minimum legal requirements, arising directly or indirectly from the pollution or contamination of any building, other structure, water, land or the atmosphere caused by the discharge or leaking of any substance, liquid, vapour or gas including from volcanic eruption clouds unless as a result of a sudden, identifiable, unintended and unexpected event occurring in its entirety at a specific time and place during the **period of insurance** but not any discharge or leak caused by a failure to maintain or repair all or part of the insured property.

4 Computer virus

Any corrupting, harmful or otherwise unauthorised instruction or code (whether introduced maliciously through programming or otherwise) that propagates itself via a computer system or any type of network including, but not limited to, Trojan horses, worms and time or logic bombs.

5 Electronic equipment failure

Unless specifically amended elsewhere in this **policy**, any loss, damage, cost, expense, **indirect loss** or legal liability arising directly or indirectly from the failure of any

- i) computer, related equipment, system or software
- ii) equipment, machinery or product containing, connected to or operated by means of a micro or data processor chip to recognise, accept, interpret, respond to or process any data or instruction.

Any subsequent loss, damage, **indirect loss** or legal liability that is covered by this **policy** is, however, insured.

6 Government financial sanctions

Any indemnity, payment or other benefit where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance**, we may cancel this **policy** immediately by recorded delivery letter to the correspondence address shown in the **schedule**. You will be entitled to a pro-rata refund of premium *but not if during the current period of insurance you have made a claim or an incident has occurred which may give rise to a claim*.

7 Vehicle exclusions

Any loss, damage, legal liability, **injury**, cost, expense or **indirect loss** except as required to meet the minimum requirements of the relevant law applicable to the driving of vehicles and/or specifically allowed for in this **policy** or more specifically insured elsewhere, arising from

- i) the **vehicle** being driven by any person who **we** are satisfied was, at the time, under the influence of or addiction to any substance including but not limited to intoxicating liquor, substance or solvent abuse and/or a drug or drugs including those medically prescribed where **your** doctor and/or the manufacturer has advised that the ability to drive may be impaired
- ii) any act of actual or attempted
 - a) suicide
 - b) wilful, deliberate, malicious or criminal damage or **injury** (including but not limited to **road rage**) committed by **you** and/or any passenger in the **vehicle**
 - c) theft or attempted theft including from an **unattended vehicle** committed by a person with authorised access to the **vehicle** or **trailer keys**
- iii) **your** driving and/or use of any
 - a) **taxi** or **PHV** unless all the appropriate and valid licence(s) are held
 - b) **PSV** unless a PSV O (Special Restricted PSV Operator's) licence and any other valid and appropriate licence is held
 - c) **coach**
- iv) the use of the **vehicle** and any **trailer** (whether attached or not)
 - a) "air-side" including the manoeuvring and ground equipment parking areas, aprons and service roads directly associated with any airport, airfield or military establishment to which aircraft have access
 - b) within any power station, nuclear installation or establishment, refinery, bulk storage or production premises in the oil, gas or chemical industries
- v) the **vehicle** or **trailer** being used to carry
 - a) a load heavier than it is constructed to carry and/or over its specified maximum capacity
 - b) an unstable or insecure load
- vi) the carriage of any dangerous substances or goods
 - a) listed in the Approved List of Dangerous Substances published by the Health and Safety Executive
 - b) which require carriage in accordance with The Road Traffic (Carriage of Dangerous Substances in Road Tankers and Tank Containers) Regulations 1992 and/or The Road Traffic (Carriage of Dangerous Substances in Packages etc.) Regulations 1992 or any other relevant subsequent or similar legislation
- vii) the use of any **vehicle** or its attachments as a tool of trade
- viii) the loading and unloading of **your vehicle** and/or **trailer** other than on a road or area to which the public have access by anyone apart from the driver, assistant and/or attendant
- ix) the spraying of crops or dissemination by any means of any chemical or other substances whether or not for agricultural purposes
- x) **your** failure to use all reasonable means to safeguard **your vehicle, trailer, your** passengers at all times.

8 Other exclusions

- i) *Any deliberate act including theft or attempted theft or any malicious act by **you, your family**, work colleagues, tenants, licensees, occupants sharing the **business** premises, paying guests, current and ex-**employees**, subcontractors, **business** partners or directors.*
- ii) ***Indirect losses** of any kind except as specifically covered elsewhere in this **policy**.*
- iii) *Any loss, damage or legal liability caused by*
 - a) ***your** failure to use all reasonable means to safeguard **your** property at all times*
 - b) *deception other than by any person using deception to gain entry to **your home***
 - c) *normal wear and tear, upkeep or making good, deterioration, moth, vermin, termites or other insects, inherent vice, latent defect or any gradually operating cause*
 - d) *mechanical, electrical or computer breakdown, fault or failure*
 - e) *pressure waves resulting from aircraft and other aerial devices travelling at sonic or supersonic speeds.*
- iv) *Any loss, damage or legal liability which occurred or which was known to **you** before the inception of this **policy**.*
- v) *Any loss, damage or legal liability for which compensation will be provided or, but for the existence of this **policy**, would have been provided under any other insurance, warranty, contract, legislation or guarantee.*
- vi) *Any liability **you** have accepted solely by virtue of an agreement which would not have attached had that agreement not existed.*
- vii) *Any VAT that can be recovered elsewhere.*
- viii) *Any person other than a driver insured under Part D – Taxi driver's personal accident or property covered by any other insurance.*
- ix) *Any loss or damage arising from confiscation, requisition or destruction by or under the order of any government, public or local authority.*

Important information – please read

We strongly recommend that you keep a record of all information given to us and your broker or agent including details of telephone calls, copies of all letters, emails, the proposal form and any supplementary forms you have completed. If requested, a copy of your proposal form will be available for 3 months from the date you signed it. Additional policy documents can be downloaded from www.mywestminsterinsurance.com. If you require your documentation in an alternative format such as large print, please contact us, your broker or agent.

To ensure we maintain a high quality service, we may monitor or record telephone calls.

It is a requirement of this policy that you are able to provide sufficient information to substantiate any claim you make. Failure to do so may delay or prejudice your claim.

Risk management conditions

For your policy to operate fully you MUST, at all times, comply with the terms, limitations and conditions which form part of this policy. It is essential that you read the specific and general conditions as well as the exclusions to ensure that you can comply with all our requirements. Please note that, in some instances, other more specific terms, limitations, conditions and exclusions and excesses may be imposed.

Supplying essential information and making changes

You must provide all essential information which may affect this policy after its commencement and at renewal. Essential information is defined in the policy as “All information and any particular circumstances which would influence us in our decision to provide or restrict cover and to set the level of premium and excess(es)”. If you are not sure whether something is important or relevant, please tell us, your broker or agent anyway as failure to do so may result in our

- o cancelling your policy and refusing to pay any claim or
- o not paying a claim in full or
- o revising the premium and/or changing an excess or
- o revising the extent of cover provided or the terms, conditions or exclusions of this policy.

Here are some examples of changes we should be told about

- a change or addition of a vehicle
- any alteration or adaptation which makes the vehicle different from the manufacturer's standard specification regardless of whether the changes are mechanical or cosmetic
- a change of address or licensing area
- the suspension, revoking, altered terms or refusal to renew driving or other licences
- your or a driver's change of name
- a change of job, including any part-time work by you or other drivers, a change in the type of business or having no work at all
- a change in the purpose for which you use the vehicle
- a change in the person who uses the vehicle most
- details of any additional drivers you have not told us about before or who are excluded from driving by the schedule or the current certificate of motor insurance
- details if you or any other person allowed to drive the vehicle suffers from a disease or physical infirmity of which the DVLA, DVA or any other licencing authority are or should have been made aware such as diabetes, epilepsy or a heart condition
- details of any motoring convictions of any person allowed to drive or of any pending prosecution for motoring offences other than parking
- details of any County Court Judgments in England and Wales and/or orders or judgments for debt in other jurisdictions, criminal convictions, charges, cautions or antisocial behaviour orders, Individual Voluntary Arrangements (IVA), the bankruptcy or insolvency of you or any person allowed to drive the vehicle
- you or any person insured by this policy being disqualified from acting as a company director for any period of time
- details of any accident or loss, whether or not you make a claim, involving your vehicle or while you are driving anyone else's vehicle.

It is an offence to deliberately make false statements, withhold or misrepresent information in order to obtain a certificate of motor insurance or any other insurance.

Data protection – information uses

For the purposes of the Data Protection Act 1998 and any subsequent or amending legislation, Tradex Insurance Company Limited (Tradex) is the Data Controller for any personal data you supply. You may, with limited exceptions and on payment of an appropriate fee, access and, if necessary, have corrected the information held about you. Should you wish to have such access, please write to

The Compliance Officer, Tradex Insurance Company Limited,
Victory House, 7 Selsdon Way, London E14 9GL.

We will, on request, supply details of the databases, registers and agencies to which we contribute or access.

The fact that this policy is operative signifies your consent to your information being used in the ways detailed below. More information about data protection can be found on the Information Commissioner's Office website on www.ico.org.uk.

Sensitive data

Tradex Insurance Company Limited as well as other participating insurers, agents and suppliers may need to collect data which the Data Protection Act defines as "sensitive" such as criminal convictions or medical history in order to assess your renewal, make changes to your policy and/or to administer claims.

Motor Insurance Database

It is a legal requirement that details and registrations of the vehicles you own are added to the MID which is managed by the Motor Insurers' Bureau (MIB). MID data may be used by certain statutory and/or authorised bodies including the police, the DVLA, the DVA, the Insurance Fraud Bureau, for electronic vehicle licensing, Continuous Insurance Enforcement, preventing and detecting crime, reducing the incidence of uninsured driving and for the provision of government and other services.

Other insurers and the Motor Insurers' Bureau may search the MID to ascertain relevant policy information if you have been involved in a road accident whether in the United Kingdom or abroad. Additionally, anyone with a valid claim following a road traffic accident, including citizens of other countries, may also obtain relevant information which is held on the MID. For more information contact us or visit the Motor Insurance Database section of the MIB website on www.mib.org.uk.

Employers' Liability Register

Financial Conduct Authority regulations require us to publish details of all Employers Liability policies we enter into, renew or under which a claim is made. You will be required to provide us with your Employer Reference Number (ERN) and, if applicable, your company's registered address to enable us to do so. Tradex Insurance Company Limited is a member of the Employers' Liability Tracing Office and details of all policies are available on the tracing office's website at www.elto.org.uk.

Marketing

Tradex Insurance Company Limited, its associated companies and agents may use your information to keep you informed by post, telephone, e-mail or other means about products and services which may be of interest to you. Your information may also be disclosed and used for these purposes after your policy has lapsed. If you do not wish your information to be used for these purposes please write to

The Westminster Marketing Department, Tradex Insurance Company Limited,
Victory House, 7 Selsdon Way, London E14 9GL.

Administration, management information and regulatory compliance

The information you supply may be

- used for insurance administration, debt collection, offering renewal, research and statistical analysis by Tradex Insurance Company Limited, its associated companies and agents, by other participating insurers, suppliers and your insurance broker or agent
- used for management information purposes including portfolio assessment, risk assessment, performance and management reporting
- disclosed to regulatory bodies for monitoring and/or enforcing the insurers' compliance with any regulatory rules and codes of conduct
- shared with other insurers either directly or via those acting for them such as loss adjusters, surveyors and investigators
- shared with and checked against various databases, credit reference agencies, fraud prevention agencies and public bodies including the police when you apply for, renew this insurance or make a claim.

We may, in addition, contact you by text or email regarding claims, payment defaults and policy administration.

Fraud detection and prevention

Tradex Insurance Company Limited and other participating insurers and/or their agents and suppliers may, in order to detect and prevent fraud

- request information from and pass claims information to the Claims and Underwriting Exchange (CUE) managed by Insurance Database Services Limited (IDSL) and the Motor Insurance Anti Fraud and Theft Register (MIAFTR) run by the Association of British Insurers (ABI)
- check your identity to prevent money laundering unless you have provided us with satisfactory proof of identity
- undertake checks against publicly available information such as the electoral roll, County Court Judgments in England and Wales or judgments for debt in other jurisdictions, Individual Voluntary Arrangements and bankruptcy orders
- validate your claims history or that of any insured person or property involved in the policy or a claim.

Motor Insurance Database disclosure

You are required to comply with the regulations relating to the MID for DVLA and DVA registered vehicles. It is therefore your responsibility to ensure that the MID is kept fully up to date. This means that the vehicles to be insured must be advised to and accepted by us. Individual certificates will be issued for each vehicle. No cover is in force unless you have a cover note or Certificate of Motor Insurance showing the registration number of the vehicle. The vehicle details provided will be recorded on the MID.

If the vehicle's registration number is not shown correctly on your policy documents or you cannot find your vehicle on the MID, please contact us immediately. If you do not, the vehicle may be clamped, seized or destroyed and other penalties imposed including points being added to your driving licence. You can check that your correct registration number is shown on the MID at www.askMID.com.

As you are obligated to advise every person who will be insured by the policy of these requirements, we strongly recommend that you keep a copy of the completed proposal form and show it to everyone who will be entitled to drive.

Complaints

We aim to provide the highest service standards at all times however, if for any reason you are not satisfied, we would like to hear from you. The procedure which follows has been put in place to ensure that your concerns are dealt with promptly and fairly. Please remember to quote your name as shown on your current schedule and the policy number in all correspondence and telephone calls.

In the first instance, we would encourage you to notify your usual contact and ask for your complaint to be investigated. Alternatively, please write to

The Compliance Officer, Tradex Insurance Company Limited,
Victory House, 7 Selsdon Way, London E14 9GL or telephone 020 7001 9200.

If we cannot resolve your complaint immediately, we will acknowledge it within 5 working days. It will then be investigated. Our aim is to finally resolve the complaint within 8 weeks. If the complaint cannot be resolved in this time we will inform you and give reasons for the further delay and indicate when we expect to give a final response.

If you are unhappy with the delay, the way your complaint has been handled or if it has not been resolved to your satisfaction, you may refer it to the Financial Ombudsman Service, an independent body at

South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Phone from landline: 0800 023 4567 Phone from mobile: 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk Web: www.financial-ombudsman.org.uk

Whilst the insurers are bound by the decision of the Financial Ombudsman Service, you are not and your right to take legal action is not affected.

Financial Services Compensation Scheme

Tradex Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS) which protects you in the unlikely event that it is financially unable to pay claims made against it. For cover required by the Road Traffic Acts or any other form of compulsory insurance, you would be covered in full for any claim. For all non compulsory insurances, the FSCS will meet a maximum of 90% of any claim for compensation. In both cases, there is no upper limit. Full details are available on the FSCS website www.fscs.org.uk or by writing to

The Financial Services Compensation Scheme
10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU.



WESTMINSTER INSURANCE

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www.mywestminsterinsurance.com www.tradex.com

Westminster Insurance is a trading name of Tradex Insurance Company Limited.
Tradex Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated
by the Financial Conduct Authority and the Prudential Regulation Authority. Register number 202917.
Registered office: Victory House, 7 Selsdon Way, London E14 9GL.
Registered in England and Wales No. 2983873.