

## The Westminster Taxi Policy Summary

The following is a summary only. For full details of the policy terms, conditions and exclusions, please refer to the policy wording which is a legal document.

You may download a copy from [www.mywestminsterinsurance.com](http://www.mywestminsterinsurance.com) or request a copy from your agent, branch or broker. To ensure that your policy meets your specific needs, it is essential that you take the time to read your policy document in conjunction with your schedule and certificate of motor insurance.

- Designed for the self employed, sole traders, partnerships and companies
  - Suitable for up to 5 black cabs, private hire and public service vehicles including minibuses with up to 16 passenger seats, chauffeur and personally owned vehicles
  - Allows for contracts for the transport of passengers including school children, hospital patients, celebrities and foreign delegates
  - Taxi business public liability cover is included with the option to add employers liability
  - Comprehensive cover includes
    - windscreen, accessories, in-vehicle equipment, signwriting, lock replacement, fare money and driver's personal effects
    - taxi drivers' personal accident for named drivers only
    - roadside assistance
- Cover can be extended to include driving other taxis, vehicles and customers' cars, full road rescue including in Europe and finance gap cover
- Legal expenses cover is optional for all policyholders
  - Annual policies or short period policies available
  - Underwritten by Tradex Insurance Company Limited and other participating insurers

### Part A – Motor

#### PRINCIPAL COVER OPTIONS

<i>Your schedule will show which sections and covers are operative</i>	Comprehensive	Third party fire and theft	Third party only
<b>Liability under the Road Traffic Act for</b>			
Death or injury to other people including passengers (unlimited in amount)	Included	Included	Included
Damage to property up to £2,000,000 (£5,000,000 or £10,000,000 limits available on request)	Included	Included	Included
Legal fees for representation at a coroner's inquest, fatal accident enquiry or court of summary jurisdiction	Included	Included	Included
Cost of defending proceedings for manslaughter or death by dangerous or careless driving up to £10,000	Included	Included	Included
Emergency treatment fees	Included	Included	Included
Passenger personal effects and luggage	Included	Included	Included
Taxi business public liability	Included	Included	Included
Employers liability	Optional	Optional	Optional
<b>The vehicle</b>			
Loss or damage to vehicles by			
- Accidental damage	Included	Excluded	Excluded
- Fire, lighting, self ignition and explosion	Included	Included	Excluded
- Theft or attempted theft or taking the vehicle without permission	Included	Included	Excluded
- Malicious damage and vandalism	Included	Excluded	Excluded
- Storm, hail or flood	Included	Excluded	Excluded
Damage to windscreen, sun-roof and windows	Included	Not available	Not available
Accessories, in-vehicle equipment, signwriting and lock replacement	Included	Not available	Not available
Fare money and driver's personal effects	Included	Not available	Not available
Finance gap cover	Optional	Not available	Not available
Total loss additional premium waiver	Optional	Optional	Not available
<b>Driving other vehicles</b>			
Driving other taxis, PHV's and PSV's	Optional	Not available	Not available
Driving other vehicles	Optional	Not available	Not available
Chauffeurs driving customers' cars	Optional	Not available	Not available
<b>European and foreign use of personal vehicles</b> – temporary use or those kept abroad			
Questionnaires to be completed <i>No cover is available for taxi, PHV or PSV use abroad</i>	Optional	Optional	Optional
<b>Legal expenses</b>	Optional	Optional	Optional
<b>Road rescue</b> (See below for available cover options)	United Kingdom roadside recovery	Not available	Not available
<b>Taxi driver's personal accident</b>	Optional	Not available	Not available

## PRINCIPAL POLICY EXCLUSIONS AND CONDITIONS

<ul style="list-style-type: none"> <li>- Excluding war risks, terrorism, radioactive contamination, pollution, computer virus, electronic equipment failure, wear and tear, mechanical or electrical breakdown.</li> <li>- Driving under the influence of alcohol, drugs or substances including medically prescribed drugs which will impair driving ability or without the valid appropriate licence to drive or operate the vehicle and/or trailer.</li> <li>- Deliberate, wilful, malicious or criminal acts including road rage, suicide or attempted suicide.</li> <li>- A vehicle being used airside at airports, airfields, military establishments, in power or nuclear gas or chemical establishments; the carriage of dangerous substances and goods; crop spraying and dissemination of chemicals.</li> <li>- A vehicle or trailer carrying an unstable or insecure load or a load greater than that permitted; use as a tool of trade or being loaded or unloaded by someone other than the driver or authorised attendant.</li> <li>- Theft or attempted theft committed by a person with authorised access to the vehicle and/or trailer keys</li> <li>- Failure to use reasonable means to safeguard your vehicle, trailer and passengers at all times</li> <li>- Deliberate acts including theft or attempted theft by you, a member of your family, business associates, subcontractors and ex-employees.</li> <li>- Use of a vehicle as a taxi outside the licensed area of operation.</li> <li>- Use of a vehicle for racing, competitions, speed testing, use on the Nurburgring Nordschleife, on a road, track or off-road whether the event is officially organised or informally arranged, any purpose connected with the motor trade or any business use not disclosed to us.</li>   <li>- Excesses including the additional excess for young and inexperienced drivers; "Black box", camera, CCTV and telematics.</li>   <li>- Restricted third party indemnity limits outside the United Kingdom.</li>   <li>- 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.</li> <li>- 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 Tradex.</li> <li>- Loss of value following, wear and tear, mechanical or electrical breakdown.</li> <li>- Any loss, charge or cost including hire charges not directly caused by the event leading to a claim.</li> <li>- Theft of unattended vehicles without first having taken reasonable precautions to secure fully the vehicle and/or its contents.</li> <li>- Riot and civil commotion in Northern Ireland or in any country which is not a member state of the European Union or the European Economic Area.</li>   <li>- Where the condition of a vehicle or trailer causes or contributes to an accident cover will be restricted to our liability under the Road Traffic Acts. Any payments we make will be recovered from you, the driver or any other party who may have affected the vehicle's condition.</li> <li>- Requirement to advise changes in essential information and/or your inability to comply with any policy terms and conditions.</li> </ul>	<p><b>General driver and use exclusions</b></p> <p>1, 2, 3, 4, 5 and 8 iii) c) and d)</p> <p>7 i) and iii) and Driver exclusions i) and ii)</p> <p>7 ii) a) and b), and Driver exclusions vi) a) and b)</p> <p>7 iv), vi) and ix)</p> <p>7 v), vii) and viii)</p> <p>7 ii) c)</p> <p>7x)</p> <p>8 i)</p> <p>Use exclusions ii)</p> <p>Use exclusions iv), v) and Driver exclusions iv)</p> <p><b>Part A – Motor</b></p> <p>Specific conditions and clauses 4, 5 and 7</p> <p><i>Section 1 – Liability to others</i> Section condition</p> <p><i>Section 2 – Your vehicle,</i> Section exclusions</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>9</p> <p>11 b)</p> <p><b>General conditions</b></p> <p>6</p> <p>8</p>
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## Part B – Legal expenses

Your schedule will show whether this part of the policy is operative.

### Significant features, benefits, conditions, exclusions and limitations

THE COVER	
<p>This optional cover will pay the legal costs and expenses, including the cost of appeals, following the Insured Events detailed below occurring in the specified territorial limits up to the stated limits for any one claim and in all in any one period of insurance provided that</p> <ul style="list-style-type: none"> <li>- the claim always has reasonable prospects of success</li> <li>- you enter into a conditional fee agreement with the appointed advisor for claims to be decided in England and Wales other than in the small claims court</li> <li>- you are free to choose your own advisor but               <ul style="list-style-type: none"> <li>· for claims falling within the small claims court limits and/or before proceedings are issued, you should use our nominated appointed advisor</li> <li>· we must approve your choice of advisor before you confirm the appointment</li> <li>· the appointed advisor agrees to act under our standard terms of business</li> </ul> </li> <li>- proceedings are dealt with by an agreed court or other body in the territorial limits.</li> </ul>	
PRINCIPAL EXCLUSIONS AND CONDITIONS	
<p>Claims will be declined if costs are incurred without our written permission; the appointed advisor refuses to continue acting; you refuse to accept a reasonable offer following advice to do so; you withdraw or attempt to negotiate or settle a claim without written agreement.</p> <p>There is no cover for fines, penalties or compensation you have to pay.</p> <p>Legal proceedings between anyone insured by the policy; disputes between you, us, your insurance broker, agent or branch; costs and expenses insured elsewhere.</p> <p>Disregard for the need to take all steps to avoid, limit or prevent a claim.</p> <p>Judicial reviews, claims or counter claims made against you.</p> <p>Where the appointed advisor is not the one appointed by us, you must, before the appointed advisor begins acting on your behalf, write to us with the name and address and obtain our written approval and, unless a conflict of interest has led to the appointment, a £500 excess will be applied.</p>	<p>The cover exclusions i), ii), iii), and iv)</p> <p>v)</p> <p>Specific exclusions 1, 2 and 3</p> <p>4</p> <p>6 and 7</p> <p>Specific condition 3 ii)</p>
INSURED EVENTS	
<p>We will, in any period of insurance, pay</p> <p><b>Uninsured loss recovery</b> Up to £25,000 plus VAT 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 attached trailer</p> <ul style="list-style-type: none"> <li>- but not claims arising from or relating to a contract or to defending an action; any claim under £500 for loss of or damage unless we are making a recovery in which case the amount will be added to the claim; where we have refused the claim under the motor part of the policy</li> <li>- subject to your not taking any action to recover your uninsured losses until you hear from us</li> <li>- where the accident was not your fault, our appointed advisor will contact you to act on your behalf to recover your uninsured losses and to make provision for a replacement vehicle.</li> </ul> <p><b>Injury</b> Up to £25,000 plus VAT 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 a vehicle</p> <ul style="list-style-type: none"> <li>- but not claims arising from or relating to a contract or to defending an action or where we have refused a claim under the motor part of the policy.</li> </ul> <p><b>Motoring prosecutions</b> Up to £5,000 plus VAT to defend a motoring prosecution brought against you</p> <ul style="list-style-type: none"> <li>- but not a prosecution brought for driving without insurance or appropriate valid licence; vehicle use not shown as covered in the schedule or certificate of insurance; parking offences or an offence under Sections 4, 5, 6 and 7 of the Road Traffic Act 1998 or any subsequent or amending legislation; any wilful, deliberate, malicious or criminal act including road rage.</li> </ul> <p><b>Motor contract disputes</b> Up to £10,000 plus VAT where a dispute arises out of an agreement or alleged agreement entered into by you in respect of a motor vehicle</p> <ul style="list-style-type: none"> <li>- but not an agreement for a loan, credit, hire purchase, self-drive hire, policy of insurance or any other financial product; relating to your profession, employment or a venture for gain other than the insured business; any claim where the amount in dispute is under £500.</li> </ul> <p><b>Licence</b> Up to £10,000 plus VAT for an appeal or representation to the local licensing authority or Public Carriage Office following an act or omission leading to the suspension of, revoking, altering the terms of or refusal to renew your licence</p> <ul style="list-style-type: none"> <li>- but not a claim arising from the original application or a renewal application.</li> </ul>	<p>Insured Event 1</p> <p>Insured Event 2</p> <p>Insured Event 3</p> <p>Insured Event 4</p> <p>Insured Event 5</p>

## Part C – Road rescue

Road rescue is provided by Inter Partner Assistance SA and is administered by Auto Legal Protection Services Ltd (ALPS)

*Your schedule will show if this part of the policy and which covers are operative*

### Significant features, benefits, conditions, exclusions and limitations

THE COVER	
Cover is provided for up to 6 call outs in a 12 month period. Where the period of insurance is under 12 months, fewer call outs are permitted.	
PRINCIPAL CONDITIONS AND EXCLUSIONS	
<ul style="list-style-type: none"> <li>- Damage to insured vehicles covered under Part A – Motor must also be reported to Westminster Insurance</li> <li>- Use or driving of a vehicle by someone under the influence of a substance considered to be an offence under the relevant law; claims caused directly or indirectly by the effect of intoxicating liquors or drugs.</li> <li>- Use or driving of a vehicle not allowed by the schedule or certificate of motor insurance; which is excluded under the motor part of the policy; use or driving of a taxi, public hire or public service vehicle outside the United Kingdom; use or driving of any other vehicle not insured by the policy outside the territorial limits and/or specified countries in which cover is operative.</li> <li>- Breakdowns occurring during the first 24 hours of the first period of insurance other than Roadside assistance.</li> <li>- Avoiding repair or maintenance costs; frost damage, rust, corrosion, tyres which are not roadworthy, your failure to maintain and service the vehicle in accordance with manufacturer's guidelines; trailers which are larger than permitted by the policy; overloaded and/or oversized towed or transported vehicles and trailers.</li> <li>- Resulting from participation in motor sports; contaminated fuel; missing or broken keys; if the vehicle is not roadworthy or there are too many passengers in it.</li> <li>- Specific additional costs and charges.</li> </ul>	<p>Specific conditions 1 and 2</p> <p>Specific exclusions 1 and 8</p> <p>2 and 3 ii)</p> <p>3 i)</p> <p>3 iii), iv)</p> <p>3 v) and vi), 4, and 5 i) and ii)</p> <p>7</p>
ROADSIDE ASSISTANCE IN THE UNITED KINGDOM	
Excludes any breakdown within ¼ mile of your home, business address or the address at which the vehicle is normally kept.	Section 1, Insured Event 1
COVER OPTIONS AVAILABLE	
<ul style="list-style-type: none"> <li>- <b>Homestart and national recovery</b> Assistance for breakdowns within a ¼ mile of your home, business address or the address at which the vehicle is normally kept. Includes vehicle recovery, onward transportation and special medical assistance.</li> <li>- <b>European Road Rescue</b> Up to £2,500 per breakdown for pre-departure services in the United Kingdom, services whilst travelling abroad including additional expenses, repatriation or vehicle collection and a replacement driver.</li> </ul>	<p>Section 1 Insured Event 2</p> <p>Section 2, Insured Event</p>

## Part D – Taxi driver's personal accident

*Your schedule will show whether this part of the policy is operative*

### Significant features, benefits, conditions, exclusions and limitations

THE COVER	
Where the policyholder has opted for comprehensive cover for all taxis, public hire and public service vehicles and/or customers' cars, cover will be provided for those named drivers aged between 25 and 75 who die or are injured as a direct result of accident or assault in the United Kingdom whilst driving, getting into or out of an insured taxi, PHV, PSV or customer's car during the period of insurance. The drivers will be covered for up to a maximum of £100,000 for death, loss of sight, loss of limb or permanent total disablement.	
PRINCIPAL EXCLUSIONS	
<p>Injury arising from the driving or use of a motorcycle; loading, unloading or the use of a vehicle or trailer as a tool of trade.</p> <p>Injury resulting from participation in racing, pace making, track days and the like.</p> <p>Deliberate exposure to danger except in an attempt to save human life; resulting from the influence of drink, solvent abuse or drugs; provoked assault, road rage or fighting; suicide or attempted suicide; intentional self injury.</p> <p>Injury arising as a direct result of an insured person's pre-existing conditions.</p>	<p>Specific exclusions 1</p> <p>2</p> <p>3, 4, 5 and 6</p> <p>9</p>

## Important information

### RISK MANAGEMENT CONDITIONS

For your policy to operate fully you MUST, at all times, comply with the policy terms, conditions and limitations which will form part of your policy. The policy wording is available on [www.mywestminsterinsurance.com](http://www.mywestminsterinsurance.com). It is ESSENTIAL that you read the specific and general conditions as well as the exclusions to ensure that you understand and can comply with all our requirements. Please note that in some instances other more specific conditions, exclusions and excesses may be imposed.

### COOLING OFF PERIOD, CANCELLATION AND REFUNDS

If you are not happy with the policy when you receive it, you have 14 days in which to cancel. A charge will be made for the period the cover has been in force provided there has not been a claim and no incidents have occurred which may give rise to a claim. A policy charge of £35 plus Insurance Premium Tax will also be levied. Failure to pay an instalment will result in immediate policy cancellation.

If you cancel the policy after the 'cooling off period', you may be entitled to a pro-rata portion of the premium less 25%. A policy charge of £35 plus Insurance Premium Tax will be levied but, if there has been a claim, the full premium remains payable. If your policy is a short term one, you will not be eligible for a refund.

If we cancel the policy, you may be entitled to a pro-rata refund of premium.

The premium will remain payable until such time as the certificates of motor insurance, any cover notes and any employers liability certificates are received by us.

No refunds are available under Parts B – Legal expenses, C – Road rescue and D – Taxi driver's personal accident.

Full cancellation procedures and conditions are detailed in General Condition 11 of the policy.

### MOTOR INSURANCE DATABASE DISCLOSURE

Vehicles to be insured must be advised to and accepted by us. Individual certificates of motor insurance 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. Your vehicle details will be recorded on the Motor Insurance Database (MID). If a registration number is not shown correctly on your policy documents or you cannot find your vehicle on the MID at [www.askmid.com](http://www.askmid.com), you must contact us immediately.

### COMPLAINTS PROCEDURE

Complaints should be advised as soon as possible to your usual contact. If this is your broker, adviser or agent they will take up the complaint with us on your behalf. If insured directly with us, write to

The Compliance Officer, Tradex Insurance Company Limited, Victory House, 7 Selsdon Way, London E14 9GL.  
or telephone 0207 001 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 remain unhappy, you should contact

The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

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

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### REPORTING CLAIMS

ALL incidents should be reported as soon as possible and in any event within 14 days. However, if a "black box", camera, CCTV recording system and/or telematics is fitted to your vehicle you must, within 7 days of an incident, provide us with all records, footage and/or memory cards.

#### **Motor, legal expenses and driver's personal accident claims can be reported**

- to your agent whose details are on the front cover of your policy
- to Westminster claims on **0845 373 1307** or from abroad **+44 207 001 9200** weekdays 9am to 5pm
- by email to **[newclaims@tradex.com](mailto:newclaims@tradex.com)**
- by text with a brief message to **87000**

You may be asked to complete a claim form which can either be downloaded from our website [www.mywestminsterinsurance.com](http://www.mywestminsterinsurance.com), obtained from your agent or directly from us.

#### **IMPORTANT NOTE:**

*All incidents which may give rise to a claim for compensation from third parties, MUST be advised to us within 14 days of discovery. If, as a result of late notification, we have to pay increased compensation and/or costs because of our obligations under the Road Traffic Acts, you will be required to reimburse us. If you refuse to do so, we may cancel your policy and/or revoke your no claim bonus. (See General condition 2.)*

If Windscreen claims are covered, telephone **0800 36 36 36** at any time

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

#### **Road rescue**

Telephone the 24 hour Tradex and Westminster Road Rescue Helpline on **0800 132 450** or, if covered abroad, **+44 1737 815 150**

### FINANCIAL SERVICES COMPENSATION SCHEME

Tradex Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to receive compensation if we are unable to meet our financial obligations. Full details are available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk).