


# Public Liability Insurance Policy for Private & Public Hire Taxis

## About your insurance

This Public Liability insurance is made up of four documents- • this insurance policy • the schedule • certificate of insurance summary the statement of facts (which replaces the requirement for a proposal form).

The information you gave is the basis upon which we have agreed to provide cover. Your on-line application, declaration, any questionnaires and any subsequent renewal declarations form the basis of and are incorporated into this policy. If you know or believe that any information is incorrect or missing or you have any questions, please do not hesitate to contact the Tradex office you purchased this policy from or your insurance broker. Amendments to this policy must be made and agreed in writing.

We will insure you, provided that you pay the premium and subject to the terms, conditions and exceptions of this policy against legal liability which may occur during this period of insurance as a direct result of your business activities, up to the limits of indemnity set out in the schedule to this policy.



Stephen Endean  
Chief Executive Officer

## Tradex Insurance Company Limited

Head Office and registered address - Victory House, 7 Selsdon Way, London E14 9GL  
Telephone 020 7001 9200, Fax 020 7068 7730, [email victoryhouse@tradex.com](mailto:victoryhouse@tradex.com)

Tradex Insurance Company Ltd. is authorised and regulated by the Financial Services Authority (no.202917) Registered in England and Wales No 2983873

## Definitions

The words defined below will have the same meaning wherever they appear in bold capital letters within the policy and the schedule.

1. **BUSINESS/BUSINESS ACTIVITIES** : Taxi or chauffeur drivers, both Public and Private Hire operators.
2. **EMPLOYEE** : Shall mean any person under a contract of service or apprenticeship with or self employed person who is working or hired to you in the course of the business.
3. **EXCESS** : The amount that you will be responsible for in respect of each and every claim, as shown in the schedule.
4. **INJURY** : Shall mean accidental bodily injury, death, illness, disease, mental injury or anguish or nervous shock.
5. **APPLICABLE: YOU and WE** are free to choose the law applicable to the contract but, in the absence of any written **LAW** agreement to the contrary, the law applicable to this contract will be that of the country in which **YOU** reside at the inception of the contract (or, in the case of a business, the law of the country in which the registered office or principal place of business is situated) will apply.  
  
If **YOU** are not resident (or the registered office or place of business is not situated) within the **TERRITORIAL LIMITS** defined below, the applicable law will be that of England.
6. **PRINCIPAL**: Shall mean the customer, company, organisation or local authority which has hired **YOU**.
7. **PROPERTY**: Shall mean material property.
8. **STATEMENT: OF FACT** : The information you gave in the statement of fact in your on-line application, declaration or any subsequent declaration or questionnaire you may be asked to complete.
9. **TERRITORIAL LIMITS**: Shall mean Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
10. **WE/US/OUR**: Shall mean Tradex Insurance Company Limited
11. **YOU/YOUR**: Shall mean the person(s) named in the schedule as the insured.

## Cover

**A. WE** will indemnify **YOU** for all sums which **YOU** may become legally liable to pay as damages, including claimant's costs and expenses in respect of **INJURY** or loss or damage to **PROPERTY** which arises as a direct result of **YOUR BUSINESS ACTIVITIES**.

**B.** All costs and expenses incurred with **OUR** written consent in respect of any claim against **YOU** which may be the subject of indemnity under this policy.

**C.** The payment of the solicitor's fees incurred with the written consent of **US** for **YOUR** representation at -

(i) any Coroner's Inquest or Fatal Accident Inquiry in respect of any death.

(ii) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **INJURY** or loss of or damage to **PROPERTY**.

which may be the subject of indemnity under this policy and occur during the period of insurance.

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## Indemnity to Principals

Subject to the terms exceptions conditions of this policy **WE** will indemnify **YOU** against liability in respect of **INJURY** or loss or damage to **PROPERTY** assumed under contract or agreement with any **PRINCIPAL** and indemnify that **PRINCIPAL** in a like manner to **YOU** in respect of liability to that **PRINCIPAL** arising out of **YOUR** act or omission in performance of that contract or agreement.

Provided that:

(i) the conduct and control of claims is vested with **US**

(ii) the **PRINCIPAL** shall observe fulfil & be subject to the terms conditions of this policy so far as they can apply

(iii) this indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause of any contract or agreement that **YOU** or **YOUR PRINCIPAL** have entered into.

Provided always that such injury, loss or damage would have been indemnified by **US** in the absence of such contract or agreement. **YOU** and the **PRINCIPAL** will be treated as though a separate insurance had been issued to **YOU** both, provided that nothing in this clause increases **OUR** liability in respect the maximum indemnity payable for any one loss, or in all, for any one period of insurance.

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## Conditions

These apply to all Sections of the policy.

1. **YOU** will
  - (a) give immediate notice to **US** of any incident which may give rise to a claim being made against **YOU** or **YOUR PRINCIPAL** and for which there may be liability under this policy.
  - (b) advise **US** immediately **YOU** have knowledge of any impending prosecution inquest or fatal accident inquiry.
2. **YOU** shall provide **US** with such particulars and information as **WE** may require and forward to **US** immediately on receipt every letter writ summons and process. **WE** shall be entitled at **OUR** discretion to take over and conduct in **YOUR** name the defence or settlement of any claim and to prosecute at **OUR** own expense and **OUR** benefit any claim for indemnity or damages against any other persons and **YOU** shall give **US** all information and assistance required. No admission of liability, offer, promise or payment shall be made without **OUR** written consent.
3. **WE** may at any time at **OUR** sole discretion, pay to **YOU** the maximum sum payable under this Insurance or any lesser sums for which any claim or claims can be settled and **WE** shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment, provided that in the event of a claim such costs and expenses shall not exceed an amount being in the same proportion as **OUR** payment to **YOU** bears to the total payment made by or on behalf of **YOU** in settlement of the claim or claims.
4. **YOU** shall take all reasonable care to prevent accidents and to employ only competent persons and to act in accordance with all statutory obligations and regulations.
5. If, at the time a claim is made under this insurance, another insurance exists that would cover the same loss, damage or liability, **WE** will only pay our share of the claim.
6. **YOU** cannot transfer this insurance to anyone else.
7. **YOU** have a right to cancel this insurance without reason during the initial period of 14 days. To do this, **YOU** must tell **US** or **YOUR** insurance broker within 14 days of the start date (or annual renewal date) of **YOUR** policy or (if later) the day **YOU** receive the policy documents and supporting information. **YOU** must return **YOUR** insurance documents to **US** or **YOUR** insurance broker as part of **YOUR** notice of cancellation. If **YOU** choose to cancel the insurance policy during this initial period of cover, **YOU** will have to pay a charge for the period of time **YOU** have had insurance cover and to cover **OUR** administration costs.
8. **WE** may cancel this policy by sending seven days notice by registered letter to **YOU** and in such event **YOU** shall become entitled to the return of a proportionate part of the premium for the unexpired portion of the period of insurance less **OUR** administrative costs.
9. **YOU** shall give **US** immediate notice in writing of any alteration which materially affects the risk insured.
10. The due observance of the terms and conditions of this policy by **YOU** in so far as they relate to anything to be done or complied with by the **YOU** and the truth of the statements and answers and information supplied or in connection with the said **STATEMENT OF FACT** shall be a condition precedent to any liability of **OURS** to make any payment under this policy.

## General Exceptions These apply to the whole of this Policy unless otherwise stated

**WE** shall not indemnify **YOU** under this policy against liability

- (a) arising from the ownership possession or use of
    - (i) any mechanically propelled vehicle including anything attached to it used in circumstances where insurance or security is required by any road traffic act or legislation or where indemnity is provided by any other policy or security
  - (b) (ii) any craft intended to travel through air or space, hovercraft or watercraft.
- arising on or as a result of any property or premises occupied, owned, leased or rented by **YOU**, whether as part of **YOUR BUSINESS** or not.
- (c) arising from professional advice given by **YOU** or by anyone on **YOUR** behalf.
  - (d) any judgement award or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or part).
  - (e) any liability which is assumed by **YOU** by agreement unless such liability would have attached in the absence of such agreement
  - (f) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
    - (i) ionising radiation 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 explosive nuclear assembly or nuclear component thereof.
  - (g) any liability for punitive or exemplary damages, whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever.
  - (h) any liability, loss or damage arising directly from acts of **TERRORISM** as defined in the **TERRORISM** Act 2000.
  - (i) in respect of **INJURY** sustained by an **EMPLOYEE** which arises out of and in the course of his or hers employment or engagement by **YOU**.
  - (j) in respect of loss of or damage or legal liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority
  - (k) in respect of loss of or damage to or any costs or expense incurred in repairing replacing removing, rectifying, recalling or making any refund in respect of goods and personal effects transported or held in the course of the **BUSINESS**.
  - (l) in respect of liability directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere but this exception shall not apply in respect of pollution or contamination caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the period of insurance.
  - (m) in respect of injury loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any fungus of any kind including but not limited to mildew mould spores or allergens
  - (n) any liability, injury, loss, damage or consequential loss arising from the use of a vehicle and any trailer (whether attached or not) within any power stations, nuclear installations or establishments; refineries, bulk storage or production premises in the oil, gas or chemical industries
  - (o) or being used in restricted areas of airports or airfields (**WE** will not pay any claim involving aircraft within the boundary of the airport or airfield).
  - (p) any liability, injury, loss, damage or consequential loss occasioned by the carriage of any dangerous substances or goods
    - (i) listed in the Approved List of Dangerous Substances published by the Health and Safety Executive
    - (ii) which require carriage in accordance with
      - a) the Road Traffic (Carriage of Dangerous Substances in Packages etc.) Regulations 1992.
      - b) any other relevant subsequent or similar legislation.
  - (q) any liability caused by **YOUR** fraudulent or criminal activity or that of an **EMPLOYEE** or members of **YOUR** family.
  - (r) wrongful arrest.
  - (s) any liability from the supply, transportation or the selling of food or drink.

any liability arising from the transportation, removal, storage, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

## Tell us quickly if

In the event of any loss, damage or incident likely to give rise to a claim under this policy, please contact our

## **First Response Unit on 0845 373 1300**

They will take all the necessary information and advise you what to do.

Do not admit you were at fault in any way or offer to make payment. We will take over the conduct of any claims. We are here to deal with claims; we are rather expert at it.

So the sooner you tell us by phone the quicker we can investigate, protect your position and save you money in settlements, which reflects in your premiums after all.

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## Our complaints procedure

We are committed to good service. We have established our own internal complaints procedure should you be dissatisfied in any way, please let us know immediately.

### **If you are insured with us via a broker -**

Your first point of contact should be your broker who will take up your complaint on your behalf with us.

### **If you are insured with us 'direct'**

Your first point of contact should be:

Customer Liaison Officer, Victory House, 7 Selsdon Way, Isle of Dogs, London E14 9GL      Tel: 020 7001 9200

1. On our receipt of your complaint we will issue an acknowledgement within 5 working days.
2. Your complaint will be investigated within 4 weeks and by the end of this time we will discuss our findings with you or advise the outcome of our initial investigation and proposal for resolving the matter.
3. We aim to resolve the complaint and finalise the outcome in writing to you 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. At this time you may refer the complaint to the Financial Ombudsman Service if you are still dissatisfied with the delay.

Financial Ombudsman Service,  
South Quay Plaza, 183 Marsh Wall, London E14 9SR Tel: 0207 964 1000  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)