



TAXI
POLICY

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INTRODUCTION TO YOUR POLICY

Thank you for choosing Tradex Insurance Company Limited. 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/or 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 your broker, your agent or 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 your broker, your agent or to us.

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



Stephen Endean
Chief Executive Officer
Tradex Insurance Company Limited

MAKING A CLAIM

Motor incidents and taxi driver's personal accident

All incidents other than windscreen and breakdown

As soon as you can, please telephone the First Response Helpline on 0333 313 3131 or from abroad +44 207 001 9200

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

Please note

- You must report all incidents to us within the timescales set out in General Conditions 1 and 2 (see page 33). In any event, all claims must be reported to us immediately and no later than 48 hours of the incident or you becoming aware of any circumstance which may give rise to a claim. Where your vehicle is fitted with a "black box", camera, digital CCTV recording system and/or telematics you must provide us with all records, footage and/or memory cards immediately
- 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 submit the crime reference number to us
 - 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 if you or your legal representatives become aware of any prosecution, inquest or fatal accident inquiry involving anyone covered by this policy. All claims injury or non injury can be reported directly to insurers by solicitors or other representatives acting on behalf of claimants.
- Where someone is claiming for injury the rules require insurers to make a decision on liability within a very limited timescale. Delays in notification can significantly increase the cost of the claim. Where we are notified of the claim by someone other than you, we will contact you. If you do not provide us within 48 hours of our contact with you, full details of the incident, we will make a decision on liability based on the information supplied by the third party or their representative. This could affect your entitlement to a no claims discount and result in the premiums you are asked to pay in the future being increased.
- Send all documentation requested to
Tradex Taxi Claims Department, Victory House, 7 Selsdon Way, London E14 9GL.

Windscreen

If you have cover, please telephone **0800 011 3677** at any time for both repairs and replacement

Please note

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

Road rescue

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

- Advise the operator that you are a Tradex Taxi policyholder.
- Quote your vehicle registration number and provide a description, if required.
- Give the vehicle's location and the nature of the fault.
- **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 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. These 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 <ul style="list-style-type: none">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.
Additional occupation	Any occupation and/or business activity in the United Kingdom not related to your business .
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 Agency and/or The Driver and Vehicle Agency in Northern Ireland. <i>Note: For details of information held about you by the DVLA, go to www.dvla.gov.uk or, if applicable, www.dvani.gov.uk.</i>
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 <ul style="list-style-type: none">i) hired or lent to you or borrowed by youii) supplied to you or employed by you under your control or supervisioniii) who is self employed and working under your control or supervisioniv) 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 as 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 other relatives living permanently with you .
FCA	The Financial Conduct Authority. <i>Note: Information on regulated companies can be obtained either by calling the FCA Consumer Helpline on 0800 111 6768 or by visiting their website www.fca.org.uk.</i>
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, illness, disease and/or nervous shock.
IPT	Insurance Premium Tax.
MID	Motor Insurance Database.
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 person(s) 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 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) was stolen and not recovered.
Trade premises	The permanent trading address(es) shown in the schedule from which you conduct the business .
Tradex	Tradex Insurance Company Limited. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered number 202917. Registered Office, Victory House, 7 Selsdon Way, London E14 9GL. Registered number 2983873.
Trailer	For the purposes of this policy <i>other than Part B – Road rescue</i> , a trailer includes but is not limited to a caravan, semi-trailer, tandem 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 purposes 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	The policyholder and any other person permitted in the schedule and/or certificate of motor insurance to drive or use the vehicle 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 3 and 4 which apply to the policy as a whole.

Accessories	For the purposes of this policy , accessories include <ul style="list-style-type: none">a) any additional and supplementary equipment fitted to the vehicleb) safety equipment, child car seats and any parts kept in or on the vehiclec) the 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 horsebox 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 which provides proof that you have the minimum insurance cover required by law to drive the vehicle outside the United Kingdom .
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 system (including cassettes, CDs, DVDs and films), "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.

Minibus	A motor vehicle which is constructed or adapted to carry more than 8 but not more than 16 seated passengers in the 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 , <i>not being an invalid form of transport or a moped</i> , 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 <i>however, mobile telephone, communication, photographic, portable media, computer and associated equipment, jewellery, watches, money, documents, sports equipment and pedal cycles are excluded.</i>
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.
Total loss	Where the vehicle i) has been damaged beyond economic repair or ii) was stolen and not recovered.
Vehicle	Any taxi, PHV, PSV, car, motorcycle, moped and commercial vehicle including its permanently fitted accessories and in-vehicle equipment , which is i) owned, registered, leased or hired under a hire purchase agreement by you ii) described in the schedule and current certificate of motor insurance iii) 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 35, **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.tradex.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 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 in total 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.

6 “Black box”, CCTV and telematics

Where your **schedule** shows that **you** are required to or have 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 the manufacturers’ requirements and instructions for their correct operation
 - b) have their functionality checked in accordance with the manufacturers’ recommendations at least annually
 - c) are fully operational and activated at all times
- ii) keep all maintenance contracts and/or service subscriptions in force
- iii) within 48 hours, provide **us** with all records, footage and/or memory cards relating to any incident.

7 Motor Insurance Database disclosure

Where a **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, the **vehicle** may be clamped, seized or destroyed and other penalties may be imposed including points being added to **your** driving licence.

In the event of a **claim** involving a **vehicle** that should have been disclosed to **us** but was not, **we** may at **our** option

- i) deal with any third party claim but not a **claim** involving loss of or damage to **your** own **vehicle**
and/or
- ii) pursue recovery from **you** or the driver for **our** outlay
and/or
- iii) apply a retrospective additional premium or **excess**
and/or
- iv) decline indemnity
and/or
- v) cancel or further restrict the cover provided by this **policy**.

For further information please read Important Information – Motor Insurance Database on page 43.

8 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, pacemaking, 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 additional 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 legal liability, death, 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 appropriate valid licence(s) to drive the vehicle or has held and is not disqualified or prohibited by law from holding or obtaining such a licence*
- 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.*

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, for trips in the **territorial limits**, up to the applicable minimum third party indemnity limit required to comply with the European Union Directives and laws relating to the compulsory insurance of **vehicles**.*

We may, if specifically requested before **you** travel, agree to extend the cover shown in **your** current **schedule** under Section 1 – Liability to others and/or Section 2 – Your vehicle to include the driving or use of the **vehicle** outside the **United Kingdom**. A revised **schedule** will be issued and **we** will, if necessary, issue a **green card**.

The cover provided will be 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 **additional occupations** shown in the **schedule** being based the **United Kingdom**
- iv) **you** paying the required additional premium
- v) all the terms, conditions, exclusions, limitations and **excesses** 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 the **United Kingdom** and any of the countries in the **territorial limits** provided that damage to **your vehicle** is covered (see Section 2 – Your vehicle pages 17 – 22)
- 3 the reimbursement of any customs duty **you** may have to pay arising directly as a result of an insured **claim**.

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 17 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, PHV or PSV** 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, PHV or PSV**
 - 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 (other than taxis, PHVs, PSVs, minibuses, coaches and quad bikes)

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 17 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 in the **United Kingdom** 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 borrowed 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 borrowed 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 17 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 vehicle 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/or 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

you driving, using or being in charge of the vehicle

2 Other people driving or using your vehicle with your permission

- a) 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
- b) 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

- i) being towed in return for money or reward
- ii) not properly secured to your vehicle
- iii) 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 exclusion

This part of the policy does not provide cover in any country outside the United Kingdom other than

- a) for trips in the territorial limits, up to the applicable minimum third party indemnity limit required to comply with the European Union Directives and laws relating to the compulsory insurance of vehicles
- b) where shown otherwise in your schedule.

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 claim 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) death of or **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 death, injury or damage occurring outside the area(s) in which you are licensed to operate*
- iv) *death of or injury to 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 including death 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 if this optional extension is in force.

Employers' liability

Definitions

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 death, **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 dies or 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 death or 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 death or injury from any other cause

excluding

- i) any death or 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 death or 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 partners and proprietors

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

- a) the death or injury is caused by the negligence of another working 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 death or **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 death or **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 *Death of or **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 *Death, **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 *Death of or **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, cleaning, testing, examination or recovery
- b) an employee of a hotel, restaurant, car park or vehicle parking service to be parked and returned
- c) a transport operator for loading on to or unloading from aircraft, ships, trains or other conveyances

provided that **our** rights of recovery are not prejudiced.

Making a claim

Please see Making a claim on page 2 and General conditions 1, 2 and 3 on page 33 for detailed information about how to make and manage a claim.

1 Repairs

Your vehicle may be repaired by one of our approved repairers but you may choose your own repairer.

Approved repairer

If **you** agree to repairs being undertaken by **our** approved repairer, **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 **you** to take it in for repairs. If it cannot be driven **we** will arrange for the **vehicle** to be collected.

Own choice repairer

If **you** wish the repairs to be undertaken by a competent repairer of **your** choice, **you** must send **us** a written estimate and obtain **our** authorisation for the repairs before they are undertaken.

2 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

The vehicle

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

- i) the **vehicle**
- ii) its **accessories** and parts up to a maximum of £500.

The most we will pay is the **market value** but not exceeding the indemnity limit or value shown in the schedule.

Recovery and delivery

We will, at our discretion, pay up to £1,000 inclusive of VAT for the reasonable and necessary 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 or the **trade premises**
- iii) delivering it back to the **trade premises** or **home** in the **United Kingdom** once repairs have been completed.

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 deduction of 10% will be made from the cost of labour and manufacturers' parts agreed by the independent vehicle assessor at the time of inspection

Total loss

Where a **claim** for a **vehicle** is agreed on a **total loss** basis, the salvage becomes our property and we will arrange for its immediate disposal. If the **vehicle** is not classified as irreparable **you** may, if we agree, purchase the salvage. In the event that the **claim** is not covered, we will pay **you** the amount received for the salvage plus any interest earned. Any cash settlement we offer will be subject to the deduction of the applicable **excesses**. **You** will be required to return **your certificate of motor insurance** before we make any payment.

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, less any **excess(es)** if any, to the legal owner whose receipt will be a full and final discharge to us.

New vehicle replacement

If the **vehicle** is damaged or stolen within twelve months of its purchase as new and its mileage is under 15,000, we will replace it with a new one of the same make, model and specification provided that

- a) the damaged **vehicle** is beyond economic repair or, if stolen, has not been recovered
- b) 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
 - i) the invoiced price **you** paid for the **vehicle**
 - or
 - ii) the cost (including taxes) of the nearest equivalent model and specification currently available in the **United Kingdom** from the same manufacturer
- c) **you** pay the applicable **excess(es)**
- d) 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'
- e) 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*
- f) any interested finance company gives us their agreement
- g) the damaged **vehicle** becomes our property and **you** send us the registration documents.

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

Obsolete parts

If, following loss or damage, any replacement parts are found to be obsolete, the most we will pay is the cost of comparable items sourced in the **United Kingdom**.

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, sunroof and window damage

For windscreen repairs and replacement, telephone **0800 011 3677** at any time

We will, if **your vehicle** has comprehensive cover (i.e. Covers A, B, C and D as detailed on page 17 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 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 claim 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 **vehicle** itself has been stolen or a visible attempt has been made to steal it
- ii) the most we will pay for any item is the reasonable cost of replacing it with a comparable one of similar type and condition
- iii) where there is no **claim** for loss of or damage to the **vehicle** itself, you pay the applicable **excess**
- iv) 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 *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).*

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.

The cover

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 18)
 - b) will cease immediately if **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 *Storage Charges*
 - a) *if following damage the **vehicle** is stored at the **trade premises** and/or on a property owned and/or occupied by **you** or the **business***
 - b) *incurred as a result of damage and/or repairs to the **vehicle** where a claim is not notified to us and/or not managed by us.*
 - c) *incurred by **you** without our authorisation, where **you** have failed to notify us within 48 hours of the vehicle being stored, that storage charges are being accrued.*
- 4 *Loss of value following repair, wear and tear, mechanical or electrical breakdown, failures and breakages.*
- 5 *Any **indirect losses** and/or hire charges including those arising from **your** inability to use the **vehicle**.*
- 6 *Damage to tyres unless caused by an accident.*
- 7 *Damage due to liquid freezing unless **you** have taken reasonable precautions which comply with the manufacturer's instructions.*
- 8 *Any extra costs incurred due to any parts or replacements not being available from stock held in the **United Kingdom**.*
- 9 *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.*

- 10 *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.
- 11 *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.*
- 12 *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.*
- 13 *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.*
- 14 *Any **vehicle** repossessed by its rightful owner including any loss or damage arising during or as a consequence of its repossession.*

PART B – ROAD RESCUE

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

Your schedule will show if this part of the policy is in force and which sections and Insured Events apply.

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 3 and 4 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 FCA 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 provider	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	The policyholder and 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 pages 27 and 28) and also to **Tradex** where there is damage to the **vehicle** covered under Part A – Motor, Section 2 – Your vehicle (for full details, see Making a claim on page 2).
- 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 0333 313 3131 or from abroad +44 207 001 9200 as soon as **you** can (see page 2 for full claim reporting details).

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, section or the whole of this part of the **policy** is cancelled either by **you** or by **us** as set out in General condition 11 - Cancellation on page 35. 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*
 - i) *by the persons and in the way specified in the **schedule** and **certificate of motor insurance***
 - ii) *in full accordance with the terms, conditions and exclusions of Part A – Motor except as specifically varied in this part of the **policy***

- iii) in the **territorial limits** and/or any other country in which Part A – Motor 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 is, in **our** reasonable opinion, 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 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 disabled vehicle 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 the reporting of 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 the 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 Road Rescue Helpline on 0800 132 450
(See page 28 for how to deal with a breakdown in Europe)

- 1 Advise the operator that you are a Tradex 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 or 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 0333 313 3131 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 per 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 per 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 Road Rescue on **+44 (0)1737 815 150**
 - 1 Advise the operator that **you** are a **Tradex 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 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 Events

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 the

Tradex Road Rescue Helpline 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 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 C – TAXI DRIVER’S PERSONAL ACCIDENT

*The insurer for this part of the policy is Tradex Insurance Company Limited.
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 3 and 4 which apply to the policy as a whole.

Accident	A sudden, unexpected specific event occurring at an identifiable time and place.
Assault	A sudden, unexpected, unusual specific event carried out at an identifiable time and place by an unknown third party with the deliberate intention of causing injury .
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 named in the schedule who is aged between 25 and 75.
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 <ol style="list-style-type: none"> 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 **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 17 are all operative)

- b) such use is permitted in the **schedule** and **certificate of motor insurance**
- c) the **permanent total disablement** benefit will become payable 12 months after the **accident** or **assault** occurred
- d) the **sum insured** for death will become payable only if the **injury** leads to death within 12 months of an **accident** or **assault**
- e) in respect of the same **accident** or **assault**, only one of benefits 1, 2, 3 or 4 will be payable to each **insured person**
- f) 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
- g) an **insured person**
 - i) agrees to be placed under the care of a qualified medical practitioner throughout any period of disability
 - ii) submits to medical examinations at our expense whenever required by us
- h) 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 35.

SPECIFIC EXCLUSIONS

This part of the policy does not cover

- 1 *injury arising from an insured person*
 - i) *driving, using or getting on to 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 or not 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

- 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 death, **injury**, loss, theft, attempted theft, vandalism, malicious acts, assault or **road rage** and obtain a crime reference number which must be submitted to **us**
- iii) within 48 hours 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 if **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, other details, information 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 reported to **us** within 48 hours 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 35.

In addition, **your claim** for damage to **your vehicle** may be prejudiced and **you** may forfeit any accrued no claim 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** and 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, malicious damage, vandalism, accident, death and/or 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 keys in or on any unattended vehicle.

6 Condition of vehicles and trailers

If the condition of a vehicle and/or trailer causes or contributes to an accident, death 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 the condition of the vehicle and/or trailer.

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 changes and non-compliance

You must notify us in writing within 14 days of

- i) any changes to
 - a) the essential information given to us which may affect this insurance (see Essential information and notifying changes on page 40 for examples)
 - b) the use(s) of the vehicle(s)and/or
- 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 35.

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 41.)

10 Cooling off period

We hope you are happy with your policy but if you are not and decide not to proceed, you have 14 days from the date you receive your policy to cancel. Any refund given will be subject to the payment of the premium for the period that cover has been in force plus 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.

11 Cancellation

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

- a) if a claim has been made or there has been an incident which may give rise to a claim
- b) if the period of insurance is less than 12 months
- c) under Parts B – Road rescue and C – Taxi driver's personal accident if in force.

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 or registered email to your last known address
- or
- ii) if you pay your premium by instalments, or 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

By 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

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

12 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.

13 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.

14 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.

15 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.

16 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.

17 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.

18 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**.

19 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.

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 44 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.

This policy does not cover

1 War risks and terrorism

Death, 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 14).

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

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

- 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

Death, 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, death, 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*
 - a) actual or attempted 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 keys*
- iii) your driving and/or use of any*
 - a) taxi, PHV, PSV or other vehicle unless all the appropriate valid licence(s) are held including, for a PSV, a PSV O (Special Restricted PSV Operator's) licence*
 - b) 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 except as a taxi*
- 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 and your passengers at all times.*

8 Other exclusions

- i) Any deliberate act including theft or attempted theft or any malicious or criminal act by **you**, **your family**, work colleagues, tenants, licensees, occupants sharing the **trade premises**, paying guests, current and ex-**employees**, subcontractors, **business partners** or director.
- ii) **Indirect losses** of any kind except as specifically covered elsewhere in this **policy**.
- iii) 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) Loss, damage or legal liability which occurred or which was known to **you** before the inception of this **policy**.
- v) 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) Legal liability **you** have accepted solely by virtue of an agreement which would not have attached had that agreement not existed.
- vii) VAT that can be recovered elsewhere.
- viii) Any person other than a driver insured under Part C – Taxi driver's personal accident or property covered by any other insurance.
- ix) Loss or damage arising from confiscation, requisition or destruction by or under the order of any government, public or local authority.
- x) Loss, damage, legal liability, death, **injury**, cost, expense or **indirect loss** arising from any steam driven vehicle, aircraft, hovercraft, watercraft, trolley-bus, tram or other vehicle on rails unless specifically allowed for in this **policy** or shown in **your schedule** to be included.
- xi) Fines, penalties and/or punitive, aggravated, restitutionary, exemplary or liquidated damages and/or any additional damages resulting from the multiplication of compensatory damages.

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 statement of fact and any supplementary forms you have completed. If requested, a copy of your statement of fact will be available for 3 months from the date you signed it. Additional policy documents can be downloaded from our website www.tradex.com. If you require your documentation in an alternative format such as large print, please contact your broker, agent or us.

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

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, exclusions and excesses may be imposed.

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.

ESSENTIAL INFORMATION AND NOTIFYING 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

- cancelling your policy and refusing to pay any claim or
- not paying a claim in full or
- revising the premium and/or changing an excess or
- 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 changes to the driving licences of any driver insured by this policy (See Driving licence information on page 41.)
- 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, 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. This includes disclosing all convictions and incidents which may give rise to a claim.

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 and that of anyone insured by this policy 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 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.

Driving licence information

To help both you and us to ensure that you have provided accurate driving licence information, we are able to access information directly from the DVLA to confirm each named driver's licence status, entitlement and restriction information and endorsement and/or conviction data.

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 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, 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 in this way please write to

The 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 underwriting and administration, debt collection, offering renewal, research and statistical analysis by Tradex, 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
- provided to, shared with and checked against various databases (including the No Claims Discount Database), the DVLA, credit reference agencies, fraud prevention agencies and public bodies including the police when you apply for, renew or amend 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 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)
- provide the DVLA or, where applicable, the DVA with all driving licence numbers to confirm each driver's licence status, entitlement and restriction information and endorsement and/or conviction data
- 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 statement of fact and any supplementary questionnaires and show them 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

Exchange Tower, Harbour Exchange Square, 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 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.



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