



## **Public & Private Hire insurance policy**

## Information

In the event of an incident you must contact **us** as soon as reasonably possible and in no event later than three (3) days after the incident. This is regardless of whether or not **you** wish to make a claim. If **your** claim is due to theft, attempted theft, riot or vandalism, then **you** must notify the police immediately and obtain a crime reference number.

### Claims Contact details:

**Telephone number: 0330 123 0454**

**Email: [newclaims@blagrove.com](mailto:newclaims@blagrove.com)**

**Mail: 15, Oxford Court, Manchester M2 3WQ**

### Notices

All communications and Notices regarding this insurance should, in the first instance, be addressed to:

**Blagrove Underwriting Agency Ltd  
34 Lime Street  
London EC3M 7AT**

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## 1. Introduction to your policy

Thank you for choosing Trident Underwriting Ltd (Trident). This policy is arranged by Blagrove Underwriting Agency Ltd (BUA). BUA and Trident are intermediaries and not insurers. BUA and Trident have not made any personal recommendations regarding the sale of this policy. Trident Underwriting Limited is authorised and regulated by the Financial Conduct Authority, reference number 206322. BUA is authorised and regulated by the Financial Conduct Authority, reference number is 511162. BUA's offices are at 34 Lime Street, London EC3M 7AT and our registered office is at 15, Westferry Circus, Canary Wharf, London E14 4HD (Co Reg No 04209302).

### Trident Fees

In addition to any commissions earned there are the fees charged by Trident Underwriting Limited for its administrative services. These "Trident Fees" are separate from any fees or charges applied by your broker/intermediary/insurance advisor and do not form part of the Insurance Premium paid to the insurer named on the Certificate of Insurance.

### Trident Fee Structure

New Business £50.00

Policy Adjustments (changes) £25.00

Policy Cancellation £50.00

Policy Renewal £35.00

Please note that if the policy is cancelled due to false declaration or non-declaration or incorrect declaration of facts fees will not be refunded.

### 1.1. Our contract with you

This **policy** is a contract of insurance between **you** and **us**, and comprises the following:

1.1.1. the **policy** wording which includes:

- a) The Definitions that apply to the whole **policy**;
- b) The various sections that sets out the coverage, and the conditions and exclusions that apply to each section;
- c) The General Exclusions that apply to the whole **policy**;
- d) The Claims Conditions that apply if **you** incur a loss;
- e) The General Conditions that apply to the whole **policy**;

1.1.2. **your** most current **schedule** issued by **us**;

1.1.3. **your certificate of motor insurance**;

1.1.4. any **endorsements** that confirms any change agreed by **us**. Such **endorsements** may modify any of the above, or the details of the insurance.

This **policy** is a legal document so please read it carefully and keep it safe. If it does not meet with **your** requirements please contact the broker who effected this insurance to arrange any alteration that may be necessary.

### 1.2. Fair Presentation of risk

**You** must make a fair presentation of the risk (as set out in the Insurance Act 2015) to **us** in proposing, or proposing to vary the insurance provided by this **policy**. **Our** remedies shall be as follows if **you** or anyone acting on **your** behalf breaches **your** duty of fair presentation:

1.2.1. in proposing for this insurance:

- a) if such breach is deliberate or reckless, **we** may treat this **policy** as having been terminated from inception and retain the premium; and

- b) if such breach is not deliberate or reckless and **we** would not have entered into this **policy**, **we** may by notice to **you** treat this **policy** as having been terminated from inception in which case **we** shall return the premium; and
- c) in cases of any other breach, if **we** would have entered into this **policy** but:
  - i) on different terms (other than terms relating to the premium), **we** may require that this **policy** is treated as if it had been entered into on those different terms from the outset; or
  - ii) would have charged a higher premium, **we** may reduce the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims) in the same proportion that the premium actually charged represents as a percentage of the premium **we** would have charged but for the breach.

#### 1.2.2. on variation of this **policy**:

- a) if such breach is deliberate or reckless, **we** may by notice to **you** treat this **policy** as having been terminated from when variation was concluded and retain the premium;
- b) if such breach is not deliberate or reckless, and **we** would not have entered into the variation, **we** may treat this **policy** as having been terminated from when the variation was concluded in which case **we** shall return the relevant premium; and
- c) in cases of any other breach, if **we** would have entered into the variation but:
  - i) on different terms (other than terms relating to the premium), **we** may require that the variation is treated as if it had been entered into on those different terms from the outset; or
  - ii) would have increased the premium by more than **we** did or at all, **we** may reduce the amount to be paid on a claim arising out of events after the variation in the same proportion that the premium actually charged represents as a percentage of the premium **we** would have charged but for the breach; or
  - iii) would not have reduced the premium by as much as **we** did or at all, **we** may reduce the amount to be paid on a claim arising out of events after the variation in the same proportion that the premium actually charged represents as a percentage of the premium **we** would have charged but for the breach.

### 1.3. **Applicable law**

This insurance is subject to English law and the exclusive jurisdiction of the courts of England unless both parties agree otherwise. This contract is written in English and all communications about it will be conducted in English.

### 1.4. **Period of insurance and premium payment**

**We** have agreed to insure **you** against loss as described in this **policy** that may occur within the **territorial limits** of the **policy** during the **period of insurance**, provided that **you** have paid the premium and all additional taxes, fees, levies and other relevant fiscal charges shown in the **schedule**. The cover **we** provide is subject to the terms, conditions and exceptions contained in this **policy** booklet or in any **endorsement** applying to this policy.

When cancellation follows **your** failure to pay the full premium, the amount of money to be returned to **you** will be calculated taking into account a pro rata refund of premium, relating to the number of days left to run under the policy. There will be no refund of premium allowable if there has been a loss or incident likely to give rise to a claim during the current **period of insurance**. **We** may at **our** discretion reduce any claims payment by the amount of outstanding or overdue premiums that **you** owe **us**.

### 1.5. Delegated Authority

Blagrove Underwriting Agency Ltd are an intermediary and not an insurer. Blagrove Underwriting Agency Ltd has not made any personal recommendation regarding the sale of this **policy**.

This **policy** is issued in accordance with the authorisation that Accredited Insurance (Europe) Ltd – UK Branch (Accredited). Accredited have granted to Blagrove Underwriting Agency Ltd 34 Lime Street, London EC3M 7AT. This contract makes the Blagrove Underwriting Agency Ltd **our** agent and gives them the authority to perform certain acts on **our** behalf, but does not affect **your** rights to claim or make a complaint

### 1.6. Regulation

Accredited Insurance (Europe) Ltd is authorised and regulated by the Malta Financial Services Authority. It is also authorised by the Prudential Regulation Authority and with deemed variation of permission. It is subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Accredited Insurance (Europe) Limited is licensed in accordance with the Insurance Business Act, 1998 (Chapter 403, Laws of Malta) to carry out insurance and reinsurance business, and together with its UK Branch, is subject to limited regulation by the UK's Financial Conduct Authority and the Prudential Regulation Authority.

Accredited Insurance (Europe) Limited - UK Branch (UK Company Number: BR021362; FRN:608422) is the UK Branch of Accredited Insurance (Europe) Limited which is incorporated in Malta (Company number: C59505) with limited liability and with its Registered Office and principal place of business at Development House, St Anne Street, Floriana, FRN 9010 Malta. Its UK address is 71, Fenchurch Street, London, EC3M 4BS.

Blagrove Underwriting Agency Ltd (TUL) is authorised and regulated by the Financial Conduct Authority and **our** reference number is 511162. BUA's offices are at 34 Lime Street, London EC3M 7AT and **our** registered office is at 15, Westferry Circus, Canary Wharf, London E14 4HD (Co Reg No 04209302).

### 1.7. Signature

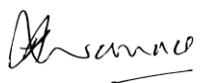
This document has been issued by Blagrove Underwriting Agency Ltd under the authority granted by Accredited Insurance (Europe) Ltd – UK Branch



Colin Johnson

Director

Accredited Insurance (Europe) Limited - UK  
Branch



Andrew Wallace

Managing Director

Blagrove Underwriting Agency Ltd

## 1.8. Data protection notice

For the purpose of this clause any reference to the 'Insurer' or '**we**', '**our**' or '**us**' shall apply to Blagrove Underwriting Agency Ltd and Accredited Insurance (Europe) Ltd – UK Branch

To provide **our** services as an insurer, **we** will collect and use information about **you**, such as **your** name and contact details, which may also include special categories of personal data (e.g. about **your** health) and information relating to criminal convictions and offences. All personal information (including any sensitive personal data) acquired by **us** is held in accordance with all applicable legislation relating to data protection and privacy including (but not limited to) the Regulation (EU) 2016/679 Of The European Parliament and of the Council of 27 April 2016 and **we** maintain protections and procedures in the storage and disclosure of personal information to keep it secure and prevent unauthorised access to or loss of such information.

1.8.1. **We** may monitor and record all communications with **you** for compliance and training purposes.

1.8.2. **Your** consent to **us** processing special categories of personal data is necessary for **us** to provide **you** with the relevant services and **you** hereby for:

- a) underwriting, renewal information, validation of claims history, claims handling and all other matters relating to the processing of this insurance and any claims under this **policy**;
- b) statistical analysis, management information and market research;
- c) audits, system integrity checking and risk management.

Although **you** may withdraw **your** consent at any time, if **you** do **we** may be unable to continue to provide services to **you**.

1.8.3. Personal information may also be used for the prevention and detection of fraud, and **you** consent to **us**:

- a) sharing information about **you** with other organisations (including the police) for the purposes of fraud prevention and detection;
- b) conduct searches using publicly available databases (including social media);
- c) undertaking credit searches;
- d) checking and sharing **your** details with fraud prevention and detection agencies.

1.8.4. Personal information may also be disclosed to the following entities as part of the operation of **our** business:

- a) other members of **our** group;
- b) other insurance entities (such as **our** reinsurers) who have an interest in the risk accepted under this insurance;
- c) **our** regulators;
- d) potential purchasers of the whole or part of **our** business;

1.8.5. If false or inaccurate information is provided and fraud is suspected, details will be passed to fraud prevention agencies and made available to other organisations that have access to their databases. Law enforcement agencies may access and use this information. This information is used by **us** and other organisations to prevent fraud and other financial crime when:

- a) checking the details made under the duty of fair presentation;
- b) confirming claims information;

- c) recovering outstanding debts;
- d) checking details on applications for credit and managing credit accounts;
- e) checking details of job applicants and employees.

Please contact **us** if **you** require details of the relevant fraud prevention agencies.

Please note: information from fraud prevention agencies may be accessed and used from other countries.

- 1.8.6. Personal information may be transferred to entities within and outside of the European Economic Area. If **we** do transfer information, **we** will ensure that it is appropriately protected.
- 1.8.7. Where personal information is provided about another person, **you** must inform that person of **our** identity, and why their personal information will be processed and disclosed. **You** must also obtain their written consent to the processing of their personal information in this way and provide **us** such consent upon request.
- 1.8.8. Individuals have certain rights under the Data Protection Act 1998, including:
  - a) the right to ask for a copy of the information **we** hold about them; and
  - b) to correct any information that may be inaccurate.
- 1.8.9. If **you** wish to check this information, or have any queries as on how **we** use **your** information please contact **us** at the address below. **You** also have the right to withdraw **your** consent to **us** using **your** information at any time. If **you** wish exercise these rights, please contact **us** at:

**The Data Protection Officer**

**Blagrove Underwriting Agency Ltd**

**34 Lime Street**

**London EC3M 7AT**

- 1.8.10. For more information on the Data Protection legislation, **you** may also write to the Office of the Information Commissioner at:

**Wycliffe House**

**Water Lane**

**Wilmslow Cheshire SK9 5AF**

**Tel: 0303 123 1113 or 01625 54 57 45**

**email: [mail@ico.gsi.gov.uk](mailto:mail@ico.gsi.gov.uk)**

## **1.9. Motor Insurance Database**

- 1.9.1. Information relating to this insurance will be added to the Motor Insurance Database (MID) which is managed by the Motor Insurers' Bureau (MIB) and it is a condition of this **policy** that **you** supply all the details of **the insured vehicles** in order that these details can be recorded on the MID. Failure to comply with the requirements of this condition may result in the cancellation of this insurance in accordance with the Cancellation condition.
- 1.9.2. The MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:
  - a) electronic licensing;
  - b) continuous insurance enforcement;



- c) law enforcement (prevention, detection, apprehension and/or prosecution of offenders);
- d) the provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

If **you** are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information. Persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on the MID **you** are at risk of having **the insured vehicle** seized by the Police. **You** can check that **your** correct registration number details are shown on the MID at **[www.askmid.com](http://www.askmid.com)**.

#### 1.10. Detecting and Preventing Fraud

In order to keep premiums as low as possible for all of **our** customers, **we** participate in a number of industry initiatives to aid the prevention and detection of crime, especially insurance-related fraud. **We** pass information to the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register operated by Insurance Database Services Ltd (IDS Ltd). **We** may search these registers and any other relevant databases in order to make decisions regarding the provision and administration of insurance and, when **you** make a claim, to validate **your** claims history or that of any person or property likely to be involved in the claim.

As part of **our** anti-fraud processes, information will be passed to third party credit reference agencies for the purposes of identity verification only. As part of the identity verification process, **your** information will be checked against a range of databases/registers and a 'soft footprint' will be left on **your** credit file for a period of twelve (12) months. Unlike standard credit checks, soft footprints do not affect **your** credit score and **you** are the only person who can view them on **your** credit report.

#### 1.11. Other Insurers

**We** may pass information about **you** and this insurance to other insurance companies with which **we** either reinsure **our** business or who are dealing with a claim made under this policy. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies may be located in countries outside the United Kingdom but within the European Economic Area ("EEA"). **We** may also share data with other group companies who may be located outside of the EEA.

## 2. Definitions and interpretation

### 2.1. Interpretation

Words shown in bold have a particular defined meaning. **You** should refer to the Definitions to obtain the full meaning of such terms. Also where the context requires:

- 2.1.1. words in the singular will include the plural and vice versa; and
- 2.1.2. words expressed in one gender shall include all genders; and
- 2.1.3. references to 'a person' shall include any individual, company, partnership or any other legal entity;
- 2.1.4. references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

All headings within this policy are included for convenience only and will not form part of this policy.

### 2.2. Definitions

- 2.2.1. **Accessories** means **the insured vehicle's** standard **accessories**, spare parts or components, including the makers' standard tool kit and safety equipment.
- 2.2.2. **Approved repairer** means a motor vehicle repairer authorised by **us** or **our** representative to repair **the insured vehicle** following a valid claim under the 'Loss or damage to **the insured vehicle**' section.
- 2.2.3. **Certificate of Motor Insurance** means the document required by law to evidence the existence of the minimum compulsory insurance which describes who may drive **the insured vehicle** and the purpose for which it may be used.
- 2.2.4. **Courtesy car** means a car loaned to **you** by **our approved repairer** whilst **the insured vehicle** is being repaired following a valid claim under the 'Loss or damage to **the insured vehicle**' section.
- 2.2.5. **Endorsement** means a change in the terms of insurance.
- 2.2.6. **Excess** means the first part of each and every claim for which **you** are responsible.
- 2.2.7. **Fire** means fire, lightning, explosion, or self-ignition.
- 2.2.8. **Hazardous goods** means:
  - a) Explosives or Radioactive Materials as defined under The United Nations Model Regulations on the Transport of Dangerous Goods 14<sup>th</sup> revised edition (2005) Classifications 1 & 7 (except for exempt amounts);
  - b) flammable liquids or gases in road or container tankers.
- 2.2.9. **Market Value** means the cost of replacing **the insured vehicle** with one of similar type, age and condition at the time of loss or damage as assessed by an automotive engineer in conjunction with the published trade guides and websites.
- 2.2.10. **Minimum cover** means the minimum level of cover provided to satisfy the Road Traffic Act in respect of liability for the death of or injury to other people and damage to their property.
- 2.2.11. **Period of Insurance** means the period shown in the schedule and **Certificate of Motor Insurance** for which **we** have agreed to cover **you** and for which **you** have paid the premium.
- 2.2.12. **Personal Effects** means **your** and/or the driver's and/or any passenger's personal property in **the insured vehicle** at the time of an accident.
- 2.2.13. **Policy** means the contract of insurance formed of the documents described in '**Our** contract with **you**' clause of the introduction.

- 2.2.14. **Proposal Form** means the application for insurance and declaration completed by you or on your behalf which forms a part of **your** basis of fair presentation.
- 2.2.15. **Road Traffic Act** means the law which governs the driving or use of any motor vehicle within the United Kingdom (including the Road Traffic Act 1988 and all related and subsequent legislation) or any other country in which this insurance may provide cover as defined in the Foreign Use section of this **policy**.
- 2.2.16. **Schedule** means the document titled schedule that includes **your** name and address, the premium and other variables to this **policy** (including endorsement clauses) and is incorporated in this **policy** and accepted by you. **Your** schedule may be re-issued from time to time where each successor schedule overrides the earlier document.
- 2.2.17. **Statement of Fact or Statement of Insurance** means the form that shows the information that **you** gave **us** or that was given on **your** behalf at the time **you** applied for insurance.
- 2.2.18. **Territorial limits** means England, Northern Ireland, Scotland, Wales, the Isle of Man and the Channel Islands and shall include transit by sea, air and rail within and between these places.
- 2.2.19. **Trailer** means trailer, semi-trailer, or container used for carrying goods but which cannot be driven itself.
- 2.2.20. **We/Us/Our/the Insurer** means Accredited Insurance (Europe) Ltd – UK Branch and where the context requires Blagrove Underwriting Agency Ltd.
- 2.2.21. **You/Your** means the company or person(s) named as “the insured” in the **schedule**, or as “the policyholder” in the **Certificate of Motor Insurance** or renewal notice applying to this insurance.
- 2.2.22. **Vehicle** and/or **the insured vehicle** means any motor **vehicle** which is stated on the **schedule**, together with its **accessories**.

### 3. Our Service Commitment

#### 3.1. Complaints

- 3.1.1. **We** strive to provide an excellent service to all **our** customers but occasionally things can go wrong. **We** take all complaints seriously and endeavour to resolve all customers' problems promptly. If **you** have a question about this insurance or complaint about **your** broker, **you** should contact **your** broker.
- 3.1.2. If **your** complaint is in relation to this insurance or a claim **you** should write to **us** at Complaints Handling, Blagrove Underwriting Agency Ltd, The Long Barn, Priory Lane, Burford OX18 4SG.  
Telephone: 01993 670555. Email: admin@blagrove.com
- 3.1.3. If, after making a complaint:
- a) **you** feel that the matter has not been resolved to **your** satisfaction; or
  - b) **we** have not responded within eight weeks of **your** original complaint to **us**; and
  - c) **you** are an eligible complainant, **you** may contact The Financial Ombudsman Service whose address is:
- Exchange Tower  
Exchange Square  
London E14 9SR  
Telephone 0300 123 9123 or 0800 023 4567  
Website: <http://www.financial-ombudsman.org.uk/consumer/complaints.htm>.
- 3.1.4. Making a complaint to the Financial Ombudsman Service (FOS) does not affect **your** rights under this **policy**.
- 3.1.5. A summary of **our** complaint handling procedure is available on request and will also be provided to **you** when acknowledging a complaint.
- 3.1.6. The FOS will only consider a complaint if **you** are an eligible complainant and if:
- a) **we** have been given an opportunity to resolve it; and
  - b) **we** have given **you** a final response letter and **you** has referred **your** complaint to the FOS within six (6) months of the **our** final response letter; or
  - c) **we** have not responded to **your** complaint with a decision within eight (8) weeks.
- 3.1.7. **You** may also be able to refer **your** complaint to:

Office of the Arbiter for Financial Services, 1st Floor St Calcedonius Square, Floriana FRN 1530 Malta, telephone (+356) 212 49245 if **you** are not satisfied with **our** final response or **we** have not responded within fifteen (15) working days. **You** will have to pay EUR 25.00 at the time of making **your** complaint to the Arbiter to use this service.

About the Office of the Arbiter for Financial Services

The Office of the Arbiter for Financial Services considers that a "complaint" refers to a statement of dissatisfaction addressed to an insurance undertaking by a person relating to the insurance contract or the service he/she has been provided with. The terms "person" does not specify that this is limited to individuals and therefore any policyholder, insured person, beneficiary and injured third party (irrespective of the country of residence or where the risk is situated) is eligible to make a complaint.

For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit <https://financialarbiter.org.mt/en/Pages/Home.aspx>

The complaints procedure is without prejudice to **your** rights to take legal proceedings.

### 3.2. Financial Services Compensation Scheme

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations under this contract.

Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or from their website ([www.fscs.org.uk](http://www.fscs.org.uk))

## 4. Cover

The cover provided for **you** by this insurance is shown in the **schedule** and determines which sections of the document apply.

Section Description	Comprehensive
Section 1– Liability to others	Yes
Section 2 – Loss of or Damage to <b>the insured vehicle</b>	Yes
A. Accidental Damage	Yes
B. Malicious Damage and Vandalism	Yes
C. Fire	Yes
D. Theft or Attempted Theft	Yes
Section 3 – Glass Cover	Yes
Section 4 – Public Liability	Yes
Section 5 – No Claim Bonus	Yes
Section 6 – Protected No Claim Bonus	Yes
Section 7 – Foreign Use	Yes

**Your policy schedule provides details of any special cover, excesses, endorsements or exclusions which apply to your policy.**

## 5. Section 1 - Liability to others

### 5.1. Indemnity

**We** will indemnify **you** for any amount that **you** are legally liable to pay for damages (including claimants' costs that are recoverable from **you**), in the event of:

5.1.1. Death of or bodily injury to any person;

5.1.2. Damage to property of others;

as a result of an accident whilst **you** are driving, using or in charge of **the insured vehicle**.

### 5.2. Indemnity to others

**We** will also indemnify

5.2.1. any other person driving, using or in charge of **the insured vehicle**, provided that they are shown as permitted on **your** current **Certificate of Insurance** and **policy schedule**, and that they have **your** permission;

5.2.2. any person is using (but not driving) **the insured vehicle** with **your** permission, provided that the use is for social, domestic and pleasure purposes (i.e. not used for business purposes);

5.2.3. any passenger is travelling in, or getting into or out of **the insured vehicle**;

5.2.4. at **your** request the owner of **the vehicle**, where such **vehicle** is loaned, leased or hired to **you** (other than under a hire purchase agreement);

5.2.5. any principal for any legal liability incurred by **you** when using **the vehicle** for contract work on behalf of the principal so long as **you** have arranged with the principal for the conduct and control of all claims for which **we** may be liable to be vested in **us**;

Provided that the person claiming indemnity is not entitled to indemnity under any other policy; and shall, as though they were the Insured, observe, fulfil and be subject to the terms, exclusions and conditions of this **policy** in so far as they apply:

### 5.3. Limit of liability for third party property damage

The maximum amount **we** will pay under this section in respect of property damage is twenty million pounds (£20,000,000) for any one claim or a number of claims arising out of one incident

### 5.4. Cross Liability

If this **policy** is issued in the name of more than one party, the cover provided by this section shall apply as if separate policies had been issued to each of the parties jointly named as the policy holder but **our** total liability for all claims shall not exceed the limits of indemnity stated in this **policy**.

### 5.5. Defence costs

If there is an accident that is covered under this insurance, **we** may at **our** absolute discretion consider payment in respect of the following costs:

5.5.1. legal fees and costs incurred in dealing with or defending any action at law by which damages in respect of death, bodily injury or damage are claimed against any person covered by this **policy**;

5.5.2. Solicitors fees for representing **you** at any fatal accident enquiry, Coroner's, Magistrates or similar court; and

5.5.3. The reasonable cost of legal services to defend **you** against a charge of manslaughter or causing death by dangerous or reckless driving; and

5.5.4. legal expenses in respect of defending any charge brought under the Corporate Manslaughter and Corporate Homicide Act 2007;

If **we** agree to pay these costs under this **policy** the choice and appointment of legal representation and the extent of any assistance that **we** provide will be entirely at **our** discretion. There will be no agreement to pay these costs unless **we** have confirmed this to **you** in writing.

The maximum amount **we** will pay under this clause is one million pounds (£1,000,000) for any one claim or a number of claims arising out of the one incident and in any one **period of insurance**.

## 5.6. Extensions applicable to this section

### 5.6.1. Emergency treatment

**We** will pay for emergency treatment that is needed under the **Road Traffic Act** following an accident involving **the insured vehicle**;

### 5.6.2. Towing of disabled vehicles

**We** will indemnify **you** for **your** liability arising from bodily injury or damage to property that occurs while **you** are towing a disabled mechanically propelled vehicle. **We** will not be liable for any loss of or damage to the disabled mechanically propelled vehicle, or the property contained in or on said vehicle;

### 5.6.3. Trailers

**We** will indemnify **you** for **your** liability arising from bodily injury or damage to property arising from any **trailer** owned by **you** or in **your** custody or control whilst attached to **the insured vehicle** or if accidentally detached during the course of a journey.

**We** will not indemnify **you** under this section for any loss or damage to property being conveyed on the **trailer**.



## 5.7. Exclusions applicable to this section

Except where necessary to meet the requirements of any compulsory motor legislation operating within the **territorial limits** of the **policy**, in addition to the General Exclusions **we** will not indemnify **you** for:

- 5.7.1. death of or injury to the person driving **the insured vehicle** or in charge of **the insured vehicle** for the purpose of driving;
- 5.7.2. loss of or damage to:
  - a) **the insured vehicle** or any other vehicle that is in **your** care, custody or control including any **trailer**, caravan or broken-down vehicle; or
  - b) property belonging to or held in trust by **you** or in **your** custody or control;
  - c) property being conveyed by, on or in **the insured vehicle**;
- 5.7.3. loss of or damage to property owned by, or in the care, custody or control of **you** or any other person insured by this **policy**;
- 5.7.4. liability for the death of or injury to any person or loss of or damage to any property caused as a result of the deliberate use of **the insured vehicle**:
  - a) To cause damage to other vehicles or property; and/or
  - b) To cause injury to any person and/or to put any person(s) in fear of injury.
- 5.7.5. liability for death of or injury to any **your** employee, or any employee of any other person entitled to drive **the insured vehicle** following an accident which occurs during the course of their work except where **we** must meet the requirements of the **Road Traffic Acts**;
- 5.7.6. liability for death, injury, loss or damage that arises beyond the limits of the carriageway in respect of the bringing to or taking away the load from **the insured vehicle** by any person other than **your** driver or attendant;
- 5.7.7. any loss or damage for which there is other insurance already in force which covers the same loss or damage;
- 5.7.8. loss, damage or liability that is directly or indirectly caused by pollution or contamination;
- 5.7.9. death, bodily injury or damage to property where **the insured vehicle** is towing more trailers than permitted by law ;
- 5.7.10. liability for death, injury, loss or damage that arises out of the use of any tools, goods or personal belongings carried in or on **the insured vehicle** ;
- 5.7.11. any liability you have under an agreement or contract unless you would be liable anyway if the agreement or contract did not exist ;
- 5.7.12. proceedings consequent upon any bodily injury or damage deliberately caused by **you**.

## 6. Section 2 - Loss of or damage to the insured vehicle

### 6.1. Indemnity

**We** will indemnify **you** for loss or damage to **the insured vehicle** caused by:

- 6.1.1. Accidental damage;
- 6.1.2. malicious damage and vandalism only when caused by any person not in **your** employ;
- 6.1.3. **Fire**;
- 6.1.4. Theft or attempted theft.

### 6.2. Basis of settlement

6.2.1. In the event of loss or damage to **the insured vehicle**, **we** will:

- a) pay to repair **the insured vehicle**; or
- b) replace **the insured vehicle** with one of a similar type, age or condition; or
- c) pay **you** the pre-accident value of **the insured**

6.2.2. **vehicle**. **We** will not pay more than :

- a) the **market value** of **your** lost or damaged **vehicle**;
- b) the price **you** paid for **your** lost or damaged **vehicle**;
- c) the manufacturer's list price for any replacement component part or **accessories**;
- d) the amount outstanding under the leasing agreement for **the insured vehicle**;
- e) the value of **the vehicle** that **you** declared to **us** at the commencement of the **period of insurance**;

6.2.3. If **the insured vehicle** is owned by somebody else (and **we** are aware of this and have agreed cover) or is the subject of a hire purchase agreement, **we** will make any cash payment to the legal owner unless the owner specifically agrees otherwise.

### 6.3. Transport of the insured vehicle after an accident

If **the insured vehicle** is disabled as a result of loss or damage insured by this section, **we** will indemnify **you** for the reasonable costs of protection and removal of **the insured vehicle** to **our approved repairs** or the nearest suitable repairers and the reasonable cost of delivery to **you** in the United Kingdom after repair;

### 6.4. Repairs

6.4.1. Repairs are normally undertaken by **our approved repairer**. If **you** choose not to use **our approved repairer**:

- a) **you** must obtain a written estimate for repair from **your** repairer before instructing the repairer;
- b) **we** will authorise repairs by **your** repairer only if **we** consider the estimate for repairs reasonable;
- c) **we** will not pay more than the cost of repairs had the work been undertaken by **our approved repairer**. In these circumstances **we** may at **our** option settle the claim for repairs to **the insured vehicle** by making a cash payment for the amount quoted by **our approved repairer** less the **excess** which applies to the claim;
- d) **we** will not guarantee the work after **you** have signed a customer satisfaction note and **the insured vehicle** has been returned to **you** by the repairer;

6.4.2. **We** or the repairer may use parts which have not been supplied by the manufacturer;

6.4.3. If parts required for repairing **the insured vehicle** are not available in the United Kingdom, **our** liability for those parts shall not exceed the manufacturers' last United Kingdom list price or if not listed the price of those parts for the nearest comparable vehicle available in the United Kingdom. **We** will not pay the cost of importing parts that are not available in the United Kingdom.

## 6.5. Total loss

6.5.1. **We** will normally declare **the insured vehicle** or **trailer** a total loss;

- a) If **we** deem the cost of repairing **the insured vehicle** or **trailer** as uneconomical; or
- b) If **the insured vehicle** or **trailer** has been stolen and not recovered.

6.5.2. If **the insured vehicle** or **trailer** is declared a total loss **our** liability will be determined in accordance with the basis of settlement clause;

6.5.3. where **we** request so, **you** must provide **us** with:

- a) the current Vehicle Registration document (V5)
- b) the current MOT certificate, where applicable; and
- c) all keys to **the vehicle**; and
- d) the purchase receipt for **the vehicle**; and
- e) any other items **we** may reasonably require;

6.5.4. Once **you** have accepted **our** offer, the damaged **vehicle** will become **our** property for disposal in accordance with the Code of Practice for the Disposal of Motor Vehicle Salvage;

6.5.5. Once **your** total loss claim has been settled, cover in respect of this **vehicle** will cease immediately and **we** will retain the full premium charged for it.

## 6.6. Additional Excesses

Any additional excesses that apply to the policy overall or any section of the policy or any driver will be stated in the schedule.

## 6.7. Taxi equipment

**We** will pay up to the market value of the equipment at the time of loss or damage. **We** will not pay more than £1,000 (less any excess applicable) in total for any claim for any combination of equipment insured under this section, including fitting, in any one period of Insurance. This section covers the loss of or damage to the following types of equipment only:

### Taxi Two-way Communication Radios

A permanently fitted two-way communication radio used for taxi business purposes but only if the equipment is your property and **the vehicle** is damaged at the same time. Payment will be limited to the replacement cost of a device of a similar or compatible specification to the equipment lost or damaged.

### Taximeters

A permanently fitted taximeter used for taxi business purposes but only if the equipment is your property and **the vehicle** is damaged at the same time. Payment will be limited to the replacement cost of the equipment at the time of the loss or damage and, at our discretion, we will pay for any reasonable charges for council calibration and sealing of a meter replaced under this clause provided we are notified first and a quotation for the work is provided to us prior to the work being carried out. **We** will not pay for repair or replacement of a taximeter if the local authority seal is broken or has been tampered with.

### Taxi Data Head

This sub-section includes cover for a permanently fitted data head used for taxi business purposes but only if the equipment is your property and **the vehicle** is damaged at the same time. Payment will be limited to the replacement cost of a device of a similar or compatible specification to the equipment lost or damaged.

## 6.8. Exclusions applicable to this section

In addition to the General Exclusions, **we** will not indemnify **you** for:

- 6.8.1. The **excess** shown in the **schedule** which to this section of the **policy** and any additional **excess** shown in this section;
- 6.8.2. wear and tear, oxidation, rust, depreciation, vermin, insects, mildew or fungus, faulty workmanship or any other losses which are not directly associated with the incident that causes **you** to claim;
- 6.8.3. Mechanical, electrical, electronic, computer software faults, failures, breakdowns, breakages or malfunctions;
- 6.8.4. Damage to the tyres of **the insured vehicle** caused by braking, punctures, cuts and bursts unless as a direct result of an accident covered by this **policy**;
- 6.8.5. Damage to **the insured vehicle** caused by filling its fuel tank with the incorrect fuel;
- 6.8.6. Loss or theft of petrol or diesel fuel;
- 6.8.7. Damage caused by the freezing of liquid in the cooling system of **the insured vehicle** unless **you** have taken all reasonable precautions as recommended by **the insured vehicle** manufacturer;
- 6.8.8. legal impounding or destruction of **the insured vehicle** by order of any government or public authority;
- 6.8.9. Loss of or damage to **the insured vehicle** caused by a deliberate act by **you** or any other person insured on this **policy**;
- 6.8.10. Loss of or damage to **the insured vehicle** if it is taken, used or driven without **your** permission by a spouse or civil partner, partner, boyfriend or girlfriend, employee or ex-employee, member of the family or household of a permitted driver;
- 6.8.11. Loss of or damage to **the insured vehicle** if it is involved in a theft or attempted theft and the incident has not been reported to the police and a crime reference number obtained;
- 6.8.12. Loss of or damage to **the insured vehicle** by fraud, trickery or deception including but not limited to someone claiming to be a buyer, a buying or selling agent, or by **you** accepting a form of payment which a bank or building society will not authorise;
- 6.8.13. theft of **the insured vehicle** whilst unattended and:
  - a) the locks have not been engaged;
  - b) the keys have been left in, on or in the vicinity of **the vehicle**;
  - c) the immobiliser is either not working or not been activated;
  - d) any of the windows, sunroof or roof (if applicable) has been left open;
- 6.8.14. any additional damage resulting from **the vehicle** being moved by **you** after an **accident** or **fire** or theft;
- 6.8.15. any reduction in the value of **the insured vehicle** following damage, whether repaired or not;
- 6.8.16. the cost of repairing, replacing or improving any parts of **the insured vehicle** which have not been damaged;
- 6.8.17. the cost of repairing or replacing any non-standard parts fitted to **the insured vehicle** that have not been disclosed to and agreed by **us**;
- 6.8.18. loss of or damage to **the insured vehicle's accessories** unless loss or damage to **the insured vehicle** occurs at the same time from the same cause;
- 6.8.19. the cost of upgrading **the insured vehicle** or any replacement vehicle to comply with local authority regulations;

- 6.8.20. loss or damage to key, lock or ignition activators or immobiliser activators;
- 6.8.21. damage to trailers;
- 6.8.22. loss of or damage to any portable audio, visual or communication devices or media including computer or gaming equipment, cell phones, smart phones, traffic information systems or CB radio equipment carried in or on **the insured vehicle**;
- 6.8.23. loss or damage to any tools or goods carried in or on **the insured vehicle**;
- 6.8.24. loss or damage to any personal effects;
- 6.8.25. loss or destruction of, or damage to:
- a) Money, stamps, tickets, documents, credit cards, jewellery, securities, or any form of negotiable instruments;
  - b) Portable electronic goods or equipment;
  - c) Goods or samples carried in connection with any trade or business
  - d) mobile phone, smart phones, portable computers, equipment (including tablets and hand held devices), audio and video equipment and media;
- 6.8.26. loss of use, delay, loss of market or any other compensation for any costs incurred as a result of not being able to use **the insured vehicle** following loss or damage;
- 6.8.27. Any Value Added Tax (VAT) amounts when **you** are VAT registered;
- 6.8.28. Indemnity if there is other insurance already in force which covers **the insured vehicle**.

## 7. Section 3 - Glass

### 7.1. Indemnity

**We** will pay the cost of repair or replacement of accidentally damaged or broken glass in the windscreen or side or rear windows of **the insured vehicle** and any scratching to the bodywork caused by the broken glass, as long as there has not been any other loss or damage.

### 7.2. Exclusions applicable to this section

In addition to the General Exclusions, **we** will not indemnify **you** for:

#### 7.2.1. Excess

The windscreen **excess** shown in the **schedule**; unless the glass is repaired and not replaced where the **excess** shall be twenty five pounds (£25);

#### 7.2.2. Non authorised suppliers

Any amount over £100 after deduction of the excess for each incident, unless the repair or replacement is carried out by **our** recommended windscreen specialists;

#### 7.2.3. Panoramic roof panels

Damage to any fixed panoramic glass roof panels that are an integral part of the body structure of **the insured vehicle**.

**For windscreen or window claims telephone our windscreen repair helpline on: 0330 123 0454**

## 8. Section 4 – Public Liability

### 8.1. What is covered

In addition to the cover provided by Section 1 of this **policy** in respect of the liabilities arising from the use of **the insured vehicle** **we** will also **indemnify you** in respect of **your** legal liability to any public authority, company, firm or person (a 'principal') assumed by **you** or **your** driver under a contract or agreement but only as far as concerns the liability of the principal for any negligent act or omission of **you** or **your** driver. **Indemnity** only applies whilst **you** or **your** driver are engaged in the work which is the subject of the contract entered into between the contracting parties.

The most **we** will pay under this section for any one claim or series of claims arising out of any one event is £10,000,000 inclusive of costs and expenses.

For **indemnity** to apply under this section the accident or loss must be caused by **you** or one of the persons permitted to drive **the insured vehicle** as shown on the certificate of motor insurance (**your** 'authorised drivers').

**Indemnity** applies regardless of whether **your** authorised driver is employed by **you** or is contracted to **you** and working for **you** on a self-employed basis. Payment can only be made under this section if **you** have reached prior agreement with the principal that the conduct and control of claims arising under this section of the policy rests with **us**.

Cover is subject to the terms and exclusions of Section 1 except where specifically stated otherwise within this Section **4**.

### 8.2. Exclusions applicable to this section

In addition to the General Exclusions **we** will not indemnify **you** for:

- 8.2.1. any legal liability arising from the ownership or occupation of any premises by **you** or **your** authorised driver; or
- 8.2.2. death of or bodily injury to any person if such death or injury arises of or in the course of his/her employment; or
- 8.2.3. any incident where **your** legal liability is insured by a policy either in **your** name or that of **your** authorised driver covering the same liability, loss or damage; or
- 8.2.4. claims arising from wrongful arrest; or
- 8.2.5. claims resulting from criminal and/or alleged criminal acts by **you** or **your** driver; or
- 8.2.6. punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages in any other form whatsoever.

## 9. Section 5 – No Claim Bonus

Provided that during any one complete year of insurance immediately preceding the renewal of this policy:

1. No claim has been made
2. No claim is pending
3. No claim arises

we will allow a no claim discount from the premium payable for renewal of the policy. In all cases the discount allowed will be in accordance with our published scale of no claim discount at the time of renewal, a copy of which will be provided on request.

After a single claim, we will reduce your entitlement to no claim discount at the following renewal. If you make more than one claim in one year you will not receive a no claims discount at the following renewal.

## 10. Section 6 – Protected No Claim Bonus

If you have paid any additional premium required and we have agreed to protect your no claim discount by the inclusion of Section 6 in the schedule, you will not lose your entitlement to that discount if you renew your policy with us provided no more than one claim arises during the course of the insurance year or not more than two claims arise in three consecutive years of insurance. If two claims are made or arise in one insurance year, or three claims are made or arise in three consecutive years of insurance the no claim discount will be reduced in accordance with our scale in force at that time. If four or more claims are made or arise in three consecutive years of insurance the no claim discount will be lost entirely.

## 11. Section 7 – Foreign Use

### 11.1. Legal minimum insurance

We will provide the **minimum cover** which is required by law while **the insured vehicle** is in:

11.1.1. Any country which is a member of the European Union (EU); or

11.1.2. Any other country in respect of which the European Commission is satisfied has made arrangements to meet the requirements of Article 7(2) of EU Directive 72/166/CEE relating to civil liabilities arising from the use of motor vehicles.

The following table shows which countries the above currently applies to:

Andorra	Germany	Netherlands
Austria	Greece	Norway
Belgium	Hungary	Poland
Bulgaria	Iceland	Portugal
Croatia	Ireland	Romania
Cyprus	Italy	Serbia
Czech Republic	Latvia	Slovakia
Denmark	Liechtenstein	Slovenia
Estonia	Lithuania	Spain
Finland	Luxembourg	Sweden
France	Malta	Switzerland



A green card is no longer required if **you** travel to any of the above countries and **you** or **your driver** must instead have **your** current **certificate of motor insurance** as evidence of compulsory insurance cover.

The cover provided under this section is the minimum required by law in the country **you** or **your driver** is visiting from those stated above. Where this cover is less than the **minimum cover** provided in the United Kingdom, then the **minimum cover** required in the United Kingdom will apply.

Please note that the above information may change, therefore **you** must check the latest information with **your** Broker before **you** travel.

## 11.2. **Extended cover**

**We** will insure **the insured vehicle** for Social, Domestic & Pleasure purposes only with the same level of cover as shown in the schedule in any of the countries as set out above provided that:

11.2.1. **you** are permanently domiciled and registered within the **territorial limits**; and

11.2.2. **The insured vehicle** is:

- a) taxed and registered within **the territorial limits**;
- b) is also normally kept within **the territorial limits**;
- c) is not used for any business purposes;

11.2.3. the travel outside of the **territorial limits** is of a temporary nature and no longer than 30 days in total for any period of insurance.

11.2.4. **you** have informed your insurance intermediary and paid any additional premium.

## 11.3 **Vehicle transportation**

Cover also applies when **the insured vehicle** is being transported between any of the countries stated above by rail or any recognised sea route by ferry (including loading and unloading) as long as transportation does not exceed sixty five (65) hours in any one journey.

### **Application of cover**

The cover provided by this section shall be subject to the General Exclusions and to the limitations and exclusions set out in the following sections:

11.3.1 Section 1 Liability to others

11.3.2 Section 2 loss or, or damage to **the insured vehicle**,

11.3.3 Section 4 Public Liability

## 12. General Exclusions

These general exclusions apply to all section of this **policy**.

### 12.1. Use and Drivers

**We** will not pay for any loss, damage, injury, death or any other liability whilst **the insured vehicle** is being used or driven:

- 12.1.1. for a use not specified or permitted on **your certificate of motor insurance**;
- 12.1.2. for pace-making, competitions, rallies, track days, trials or tests, speed trials or speed tests, whether on a road, track or at an off-road event;
- 12.1.3. on the Nurburgring Nordschleife, or any sections of private toll roads without speed limits;
- 12.1.4. for racing, formally or informally, against another motorist whether on a road or track;
- 12.1.5. by any person who is not stated either in the “persons or classes of persons entitled to drive” section on **your certificate of motor insurance** or **your schedule** unless **the insured vehicle** has been stolen;
- 12.1.6. by a person who does not hold a valid driving licence or is disqualified from driving;
- 12.1.7. by a person who holds a driving licence but is not complying with any terms or conditions that may apply to that licence;
- 12.1.8. with a load or a number of passengers which is unsafe or illegal;
- 12.1.9. when carrying a load which is not secure;
- 12.1.10. whilst carrying **hazardous goods**;
- 12.1.11. carrying a load in such a way that it is likely to impair the safe driving or control of **the insured vehicle** or trailer;

### 12.2. Deliberate Acts

**We** will not provide indemnity for **your** liability for the death of or injury to any person or the loss of or damage to any property caused as a result of the deliberate use of **the insured vehicle**:

- 12.2.1. to cause damage to other vehicles or property; and/or
- 12.2.2. To cause injury to any person and/or to put any person(s) in fear of injury.

### 12.3. Drink and Drugs

**We** will not provide indemnity for any loss, damage, injury, death or any other liability (other than any obligations **we** must meet as required by Road Traffic Law) if an accident occurs involving **the insured vehicle** and the driver of **the insured vehicle**:

- 12.3.1. is found to be over the prescribed limit for alcohol;
- 12.3.2. is driving whilst unfit through drink or drugs, whether prescribed or otherwise;
- 12.3.3. fails to provide a sample of breath, blood or urine when required to do so, without lawful reason.

#### 12.4. War, Earthquake, Riot and Terrorism

**We** will not provide indemnity for any loss, damage or liability that is directly or indirectly caused by:

- 12.4.1. War, Invasion, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, rebellion, revolution, insurrection or requisition, riot or similar event, confiscation or nationalisation by any government or other authority;
- 12.4.2. Earthquake or earthquake shock;
- 12.4.3. Acts of terrorism as defined in the Terrorism Act 2000 or the equivalent legislation in any other country.

except to the extent that **we** may be liable under the **Road Traffic Act**.

#### 12.5 Nuclear/Radioactive Contamination

**We** will not provide indemnity any loss, damage or liability that is directly or indirectly caused by:

- 12.5.1. Ionising radiation or contamination by radioactivity from nuclear fuel or nuclear waste;
- 12.5.2. Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment.

#### 12.6. Airside use

**We** will not provide indemnity for any loss, damage or liability arising whilst **the insured vehicle** is in:

- 12.6.1. any premises or area to which any aircraft has access, including, but without limitation, an airport or airfield and the service roads within their perimeter and boundary roads;
- 12.6.2. A refuelling area, ground equipment areas or the Customs examination areas of international airports.

#### 12.7. Sonic Bang

**We** will not provide indemnity for any loss, damage or liability caused directly or indirectly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

#### 12.8. Criminal Acts

**We** will not provide indemnity for any loss, damage or liability caused whilst **the insured vehicle** is being used by **you** or any person entitled to drive **the insured vehicle**:

- 12.8.1. In the course or furtherance of a crime; or
- 12.8.2. As a means to escape from, or avoidance of, lawful apprehension.

## 13. Claims conditions

### 13.1. What you must do in the event of a claim

13.1.1. **You** must contact **us** using **our** 24 Hour Claims Helpline as soon as possible, about any accident, loss or damage regardless of **your** intention to make a claim under this insurance.

**The 24 hour Claims Helpline number is 0330 123 0454**

13.1.2. **If your** claim is due to theft, riot, attempted theft or vandalism **you** must also inform the Police and obtain a crime reference number;

13.1.3. **You** must report the accident to the Police and **us** within twenty four (24) hours at the latest if anyone is injured;

13.1.4. If possible, please note the registration number(s) of **the vehicle(s)** involved and if **the vehicle** is a lorry, please also obtain the cab number

13.1.5. Regarding claims for damage to **the insured vehicle**:

- a) **you** must tell **us** about any damage **you** are going to claim for;
- b) repairs are normally undertaken by **our approved repairer**. If **you** choose not to use **our approved repairer**:
  - i) **you** must obtain a written estimate for repair from **your** repairer before instructing the repairer;
  - ii) **we** will authorise repairs by **your** repairer only if **we** consider the estimate for repairs reasonable;
  - iii) If **we** believe the estimate is unreasonable, **we** may at **our** sole option, settle the claim for repairs to **your car** by paying the amount quoted by **our approved repairer** less the applicable **excess**.

13.1.6. If there are any circumstances that may give rise to a claim against **you** or **us** from someone else **you** must tell **us** as soon as reasonably possible and in no event later than three (3) days after the accident;

13.1.7. If **you** receive notice of a claim from someone else, **you** must:

- a) tell **us** immediately;
- b) send to **us**:
  - i) all correspondence **you** receive;
  - ii) every writ, summons and County Court Claim Form **you** receive.

13.1.8. **You** must tell **us** immediately if **you** are about to be prosecuted or have to go to an inquest and confirm the same to **us** in writing.

13.1.9. If **we** ask to examine driving licences and vehicle documentation before agreeing to settle a claim under this policy, **you** must supply this documentation before **we** can proceed with the settlement

13.1.10. **We** shall have discretion in the conduct of any proceedings or in the settlement of any claim.

13.1.11. **You** must not admit liability for, or offer to settle, any claim without **our** permission.

13.1.12. **We** shall be entitled to take over and conduct the defence or settlement of any claim or prosecute any claim in the name of any person **covered** by this insurance.

13.1.13. No proceedings may be commenced against, or settlement accepted from, any other party without **our** written consent.

13.1.14. **You** must give **us** whatever co-operation, information and assistance **we** require in dealing with any claim under this policy

13.1.15. **You** are obliged to take all reasonable actions to minimise the cost of a claim under **your** **policy** of insurance. **We** will assist and advise **you** in this regard, to the best of **our** ability in the light of **our** knowledge of the circumstances.

### 13.2. **Right of recovery**

If **we** are obliged to settle a claim which **we** would not have settled had it not been for the provisions of the **Road Traffic Act** in the United Kingdom or corresponding legislation elsewhere or by reason of **our** participation in the Motor Insurers Bureau arrangements **we** will require that **you**, or the person who made the claim, repay all such monies to **us**.

### 13.3. **Inspection**

**We** must be allowed to examine **the insured vehicle** or **trailer** at any reasonable time after any loss, damage, or accident.

## 14. General conditions

These General Conditions apply to the whole of the **policy** and should be read in conjunction with the **Certificate of Motor Insurance**, the **schedule** and any **endorsements** that apply.

### 14.1. Alterations

**You** must tell **us** as soon as possible of any alterations or changes to **the insured vehicles**, the driver details, **your** business, or any of the details that may affect the risks insured which occur during the **period of insurance**.

### 14.2. Arbitration

In the event of a dispute or complaint regarding this insurance, if eligible, **you** have the right to refer the matter to the Financial Ombudsman Service or The Office of the Arbiter for Financial Services in accordance with the complaints clause of this **policy**.

Alternatively, all disputes which may arise under or in relation to this **policy**, or to its existence, validity or termination shall be referred by either party to a sole arbitrator to be appointed in default of agreement between the parties by the President of the Institute of Chartered Arbitrators in accordance with the Arbitration Act 1996. The language of the arbitration shall be English and the law applicable to and in the arbitration and governing all disputes shall be English law. The determination of the arbitrator will be binding on both parties.

The making of a final un-appealed arbitration award will be a condition precedent to any right of action, suit or other legal proceeding against **us**. **Our** sole obligation in such circumstances shall be to pay such sums as may be directed by a final un-appealed award.

The parties agree to perform their respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.

### 14.3. Territorial limits

**We** will not make any payments in respect of any proceedings brought against **you** or judgement passed in any court outside of the **territorial limits**, unless the proceedings or judgement arise out of **the insured vehicle** being used in a country or state which **we** have agreed to extend this insurance to cover under Foreign use section and the proceedings or judgement are brought in such country or state. For the avoidance of doubt a judgement or order by a Court of jurisdiction recognising or enforcing the order of a foreign court is not treated as a judgement of a Court of competent jurisdiction.

### 14.4. Compliance with terms

**We** will only provide the cover described in this **policy** if:

- 14.4.1. Any person claiming indemnity has complied with all its terms and conditions;
- 14.4.2. **the insured vehicle** is being driven and used in accordance with the terms of the **certificate of motor insurance**;
- 14.4.3. **you** have paid the correct amount of Vehicle Excise Duty for **the insured vehicle** or **you** have obtained a Statutory Off Road Notice;
- 14.4.4. **you** and any **named driver** using **the insured vehicle** for public or private hire purposes are in possession of a valid private or public hire licence and comply with the local authority licencing regulations and **the vehicle** licence plate must be valid and displayed on **the insured vehicle**. Failure to comply with this condition may result in all cover under the policy being of no effect other than is required by the Road Traffic Act.

#### 14.5. Fraudulent Claims

If **you** or anyone acting on **your** behalf makes a fraudulent claim under this **policy**, **we**:

- 14.5.1. are not liable to pay the claim;
- 14.5.2. may recover any part of the claim already paid from **you**; and
- 14.5.3. may by notice to **you**, treat this **policy** as having been terminated from the time of the first fraudulent act, and shall not be liable in respect of a relevant event occurring after that time and may retain any premium.

These remedies shall not be available against any other entity insured under this **policy** that was not implicated in the fraud.

#### 14.6. Care and maintenance of the insured vehicle

- 14.6.1. All reasonable steps must be taken to:
  - a) safeguard **the insured vehicle** against accident, theft, injury, loss or damage;
  - b) ensure **the insured vehicle** is in a safe and roadworthy condition;
- 14.6.2. When required by law, **the insured vehicle** must be covered by a valid Ministry of Transport Test Certificate at the date of any accident, loss or theft.

#### 14.7. Rights of third parties

A person or company who was not a party to this **policy** has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

This clause does not affect any rights enforceable under the Third Parties (Rights against Insurers) Act 2010 or those rights that they have under road traffic law in any country in which this insurance applies.

#### 14.8. Sanctions

**We** shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** or any member of **our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

#### 14.9. Cancellation

**You** may cancel this insurance at any time by writing to **us** via the Broker who effected this insurance. Provided this insurance is an annual contract and that there have been no claims made (or likely to be made) in the current **Period of Insurance**, **you** will be entitled to a pro-rata return of premium after deduction of the cancellation fee.

**We** may cancel this insurance by giving seven (7) days' notice in writing by Recorded Delivery to **you** at **your** last known address (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland). Subject to no claims having been made (or likely to be made) in the current **Period of Insurance** **we** will refund a proportionate part of the premium. This will be less any amounts still outstanding under any arrangement **you** have made with **your** Broker to pay the premium by instalments.

If this insurance does not meet **your** needs, **you** may cancel it without giving reason, by contacting **your broker** within 14 days of the **policy** start date and declare **your** requirement to cancel. **You** are entitled to a full refund, subject to no claims being made, less an administration charge of up to £50. **Please also note that your Broker may apply an administration fee against any refund due, therefore please check this with them. If any claims have been made in the current period of insurance, then we will retain the full annual premium charged.**

