Fare Cover Private Hire Insurance Policy

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GUIDE TO POLICY COVER

You should refer to **your schedule** to establish the cover which applies to **your** insurance. The following then confirms the sections of this document that apply:

Comprehensive cover	All Sections apply, including the General Conditions and General Exclusions
Third Party Fire and Theft cover	Not available
Third Party Only cover	Not available

WELCOME

Thank you for choosing to insure **your vehicle** with Mulsanne Insurance. **We** want to give **you** every reason to feel satisfied with **your** motor policy and **we** aim to provide the best cover and claims service for all of **our** policyholders.

This **policy**, together with **your schedule**, **certificate of motor insurance** and the proposal form or statement of fact, form the contract between **you** and **us**. It is important that **you** take time to read and understand them and ensure that **you** have the cover **you** need.

This **policy** gives useful advice on how to make a claim and what **you** can do if you are unhappy with **our** service.

INSURER INFORMATION

The benefits of this policy are underwritten by Mulsanne Insurance Company Limited.

Mulsanne Insurance Company Limited is a private company limited by shares incorporated in Gibraltar and registered with the Registrar of Companies under company number 101673 with its registered office at PO Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar and licensed by the Gibraltar Financial Services Commission to carry on insurance business under the Financial Services (Insurance Companies) Act 1987.

P Cole
For Mulsanne Insurance Company Limited

The following companies act as administrators on behalf of Mulsanne Insurance Company Limited:

Complete Cover Group Limited. Registered in England and Wales: Company No: 03578103.
Registered Address: Elmbrook House, 18-19 Station Road, Sunbury-on-Thames, Surrey, TW16 6SU. Authorised and regulated by the Financial Conduct Authority under register number: 309611.

Hyperformance Limited. Registered in England and Wales: Company No: 03758951. Registered Address: Elmbrook House, 18-19 Station Road, Sunbury-on-Thames, Surrey, TW16 6SU. Authorised and regulated by the Financial Conduct Authority under register number: 307711.

HOW TO CLAIM

If **your vehicle** is involved in an accident or **you** need to make a claim under this **policy**, please contact **us** immediately using **our** Claims Helpline.

NEW CLAIMS HELPLINE – 0333 4000395

In order to ensure **we** deal with **your** claim efficiently, **you** will need to provide **us** with as much information as possible:

- **your** policy number – this is shown on **your certificate of motor insurance**;
- date, time, location and circumstances of the incident;
- details of any other people involved in the incident – where possible obtain name and contact details of all those concerned;
- names and contact details of any witnesses to the incident;
- details of any injuries to any person involved in the incident.

If **your** vehicle has been stolen, before calling **us you** should:

- report the **theft** to **your** nearest Police station;
- obtain a crime reference number from the Police.

Accidents must be reported without delay and if within 24 hours your accidental damage excess will be reduced by £200.

If you choose to use your own repairer instead of our repairer an additional £250 Accidental Damage or Malicious Damage Excess will apply in addition to the Excess stated within your Policy Schedule

WINDSCREEN CLAIMS ONLY - 0800 032 3522

If **your policy** permits and **your** windscreen needs to be replaced or repaired, please contact **our** windscreen helpline on 0800 032 3522. **You** will be required to pay the **excess** shown within this **policy**. Windscreen cover only applies if **you** have Comprehensive cover. Please refer to **your policy schedule**.

EXISTING CLAIMS – 01273 741991

If **you** have an existing claim, please contact **our** Claims Department on 01273 741991.

YOUR MOTOR INSURANCE POLICY

This **policy** is a legally binding contract between **you** and **us.**

The contract is based upon the information that **you** gave **us** in the proposal form or statement of fact and the declaration **you** have made. If any of the information contained therein is incorrect **you** must advise **us** or **your insurance intermediary** immediately.

Under the terms of the Consumer Insurance (Disclosure and Representations) Act 2012, it is **your** responsibility to take reasonable care to provide **us** with complete and accurate information when **you** take out **your policy**, throughout the life of **your policy** and when **you** renew **your policy**. It is essential that **you** tell **us** straight away about changes which may influence **our** acceptance or assessment of the risk.
Failure to notify **us** could mean that the **policy** may not operate fully and could result in part or all of a claim being refused. Such changes could include the following:

- accidents (whether **your** fault or not) or **thefts** (of or from a vehicle) whether covered by this **policy** or not involving **you** or anybody else covered by this **policy**
- **you** or anybody else covered by this **policy** being convicted of a motoring or a non-motoring offence or being charged with or being notified of an intention to prosecute
- a change to **your** address or where **your vehicle** is usually kept overnight
- the discovery of a medical condition for which **you** or anybody else covered by this **policy** is required to notify DVLA
- a change to the make & model of **your vehicle** or what **your vehicle** is used for
- a change to **your** occupation (full or part time) or anybody else covered by this **policy**
- a change to who will drive **your vehicle**

This is not an exhaustive list so if **you** are in any doubt about whether or not facts may need to be considered **you** should disclose them.

We have agreed to insure **you** under the terms, conditions and exceptions of this **policy** or any **endorsement** which may show on **your schedule,** and **you** must have paid or agreed to pay the premium for this contract to be valid.

Please read this document, **certificate of motor insurance** and **schedule** together, to ensure they give **you** the cover **you** want.

USING YOUR INFORMATION / PRIVACY NOTICE

You must read this Privacy Notice carefully as it explains how we use your personal information

In taking out this Insurance Policy with Mulsanne Insurance Company Limited, **you** or **your insurance intermediary** have supplied **us** with **your** personal information, and this Privacy Notice explains how **we** will use it. In this Privacy Notice, "**we**", "**us**" and "**our**" refers to Mulsanne Insurance Company Limited.

When **we** say, "**you**" and "**your**" in this notice, **we** mean anyone whose personal information **we** may collect, including:

- Anyone seeking an insurance quote from **us** or whose details are provided during the quotation process
- Policyholders and anyone named on or covered by the policy
- Anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses.

Who we are

Mulsanne Insurance Company Limited acts as a Data Controller. **Our** offices are located at First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Providing consent

When providing personal information about others, **you** confirm that **you** have the consent of these individuals to supply their personal information. **We** are unable to offer **you** any product or service unless **you** provide explicit consent for the collection and use of sensitive personal data as defined in data protection laws.

You have the right to withdraw consent at any time (see 'Your Rights'). This may limit or terminate the contract of insurance that **you** originally entered into with **us**. Due to legal obligations with road traffic laws and regulatory requirements **we** may not be able to remove **your** personal information.

How we use your information

Your information includes personal details that you provided to **us** or **your insurance intermediary**, which is then used in a number of ways to process **your** insurance application, administer **your** insurance policy or any subsequent claim that **you** may make. The processing of the information **you** provide is necessary for the performance of the contract, including:

- Providing quotes;
- Maintaining and updating **your policy** record;
- Administering **your policy** including handling claims;
- The renewal of **your policy**;
- Processing any claim that **you** or someone else makes;
- Understanding **our** customer's needs and requirements;
- Analysing and research of **our** products and services;
- Analysing the premium, and terms and conditions **we** offer where automated decision making applies;
- Performing credit checks and validating information provided to **us**;
- Dealing with complaints;
- Preventing financial crime to meet **our** legal obligations.

Where **we** process special categories of data (including data relating to health or criminal convictions), **we** will do this on the basis that it is necessary for the performance of **your** insurance contract and for reasons of substantial public interest.

Automated decision making, including profiling

We may use profiling and automated decision making, to assess insurance risks, detect fraud, and administer **your policy**. This helps **us** decide whether to offer **you** insurance, determine prices and validate claims. If **you** disagree with the outcome of an automated decision please contact **our** Operations Manager by email at info@mulsanneinsurance.com or by phone on 0344 573 1241 and **we** will review the decision.

What personal information we collect

We collect the following types of personal information about **you** so **we** can complete the activities explained in "**How we use your information**:"

- Basic personal details such as name, age, address and gender
- Family, lifestyle and social circumstances, such as marital status, dependants and employment type
- Financial details such as bank account, direct debit or payment card information and other information to access **your** financial status
- Photographs and/or video to help **us** manage policies and assess claims
- Tracking and location information if it is relevant to **your policy** or claims and in some cases surveillance reports
- Identification checks and background information about **you we** need to collect in order to assess the risk to be insured including previous claims information, data relating to **your** health and criminal convictions.
- Medical information if it is relevant to **your policy** or claim
- Accessibility details if **we** need to make reasonable adjustments to help
- Business activities if it is relevant to **your policy** or claim
- Credit history, credit score, sanctions and information received from various anti-fraud databases about **you**.

How we collect personal information

We may collect personal information from various sources including **you**, **your** representative, **your** employer or from publicly or available sources, including information **you** have made public, for example on social media.

We also collect information from other persons or organisations, for example:

- Credit reference and/or fraud prevention agencies
- Emergency services, law enforcement agencies, medical and legal practices
- Insurance industry registers and databases used to detect and prevent insurance fraud, for example the Claims and Underwriting Exchange (CUE)
- Insurance investigators and claims service providers
- Service providers who provide the service for **our** products
- Uber
- Other involved parties, for example claimants or witnesses.

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USING YOUR INFORMATION / PRIVACY NOTICE cont./

Who do we share your information with

We may share **your** information with third parties, including **our** product and service suppliers, Uber, or other insurers, reinsurers, parties involved in handling a claim, and fraud prevention agencies, including the Insurance Fraud Bureau (IFB) https://insurancefraudbureau.org/. **We** may also share with the police and government bodies if **we** believe that this is reasonably required for the prevention and detection of crime and fraud. This assists with keeping **your** premiums low.

We may also share **your** information with other companies within the group that administer policies on **our** behalf or prospective buyers or purchasers in the event Mulsanne Insurance Company wishes to sell all or part of its business.

We may pass **your** details and any information or documentation **you** provide to **us** to the recognised centralised insurance industry registers and databases, credit reference agencies, and policy and claims checking systems. Data may also be released to third parties if **we** are required to do so under the terms of a court order or for regulatory purposes or in the investigation and settlement of a claim or a complaint.

We will only share **your** information in compliance with data protection laws.

How long will we keep your information

We will only hold **your** information for as long as necessary to administer the **policy**, manage **our** business or in order to comply with legal or regulatory requirements. This will be in line with **our** data retention policy.

Transferring personal information outside the UK

Some of the organisations **we** share **your** personal information with may be located in the European Union (EU) where **your** personal information is protected by laws equivalent to those in the **UK**. If **we** have to transfer data to organisations in a third country outside the EU, **our** contracts with these parties require them to provide an equivalent levels of protection for **your** personal information.

Your rights

You have the right to:

- Object to **us** using **your** personal information. **We** will either agree to stop using it or explain why **we** are unable to;
- Ask for a copy of the personal information **we** hold about **you**, subject to certain exemptions;
- Ask **us** to update or correct **your** personal information to keep it accurate;
- Ask **us** to delete **your** personal information from **our** records if it is no longer needed for the original purpose;
- Ask **us** to restrict the use of **your** personal information in certain circumstances;
- Ask for a copy of the personal information **you** provided to **us**, so you can use it for **your** own purposes;
- Ask **us**, at any time, to stop using **your** personal information, if using it is based only on **your** consent;
- Complain about how **we** handle **your** data (see 'Who to contact' below)

Who to contact

If **you** wish to exercise any of **your** rights, or have any queries about how **we** use **your** personal information, please contact **our** Data Protection Officer by email at dataprotection@mulsanneinsurance.com or write to the Data Protection Officer, 18-19 Station Road, Sunbury on Thames, Surrey, TW16 6SU.

We will consider **your** request and either comply with it or explain why **we** are not able to. Please note, **we** may request evidence of **your** identity to process **your** request.

If **you** are not happy with any aspect of how **we** handle **your** data, **we** encourage **you** to come to **us** in the first instance but **you** are entitled to complain to the Gibraltar Regulatory Authority, 2nd floor, Eurotowers 4, 1 Europort Road, Gibraltar, or ☏ (+350) 20074636, or email info@gra.gi.

If however **you** wish to complain to the Information Commissioner's Office (ICO) in the United Kingdom then contact the Information Commissioner's Office, Wycliffe House, Water Lane, Wilsmlow, Cheshire, SK9 5AF, or ☏ 0303 123 1113, or via the contact links on their website: https://ico.org.uk/concerns/.

IMPORTANT INFORMATION

MOTOR INSURANCE DATABASE – Continuous Insurance Enforcement

Information relating to **your** policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurance Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVLANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

I. Electronic Licensing
II. Continuous Insurance Enforcement
III. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
IV. 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, EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information.
Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain information which is held on the MID.

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

Sharing Information

Insurers pass on information to The Claims and Underwriting Exchange register, and the Motor Insurance Anti-Fraud and Theft Register, run by the Motor Insurers' Bureau (MIB). The aim is to help **us** check information provided and also to prevent fraudulent claims. When **we** deal with **your** request for insurance or manage any claim that may arise, **we** may search the register(s).

When **you** tell **us** about an incident which may or may not give rise to a claim, **we** will pass information relating to it to the register(s). **You** can ask for more information about this. **You** should show this notice to anyone who has an interest in the vehicles insured under the policy.
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IMPORTANT INFORMATION - cont./

Fraudulent Claims

Fraudulent claims are a serious problem for insurers and any costs arising from such activity are inevitably passed on to honest policyholders. In order to protect **your** interests and the interests of the vast majority of **our** policyholders, **we** fully investigate all claims, and where fraud is detected **we** report to the authorities under the Proceeds of Crime Act (POCA).

If false or inaccurate information is provided and fraud is suspected, details will be passed to fraud prevention agencies. **You** may also report information in respect of bogus/fraudulent claims to the Cheatline on 0800 422 0421. The Cheatline is manned 24 hours a day. Alternatively, fraud can be reported online to the Insurance Fraud Bureau (IFB) at www.insurancefraudbureau.org. All information is reported anonymously and will be treated in the strictest of confidence. The Cheatline is manned by experienced fraud investigators who may share the information with other interested parties such as the insurer concerned (if known). Savings obtained from information provided to the Cheatline will help reduce insurance premiums. More information can be provided if requested.

Financial Services Compensation Scheme (FSCS)

Mulsanne Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligations. Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk.

COMPLAINTS PROCEDURE

Mulsanne Insurance Company Limited aims to provide a standard of service that will leave no cause for complaint.

However if **you** are dissatisfied with the service **we** have provided please write to the Operations Manager, c/o Complete Cover Group Limited, Elmbrook House, 18-19 Station Road, Sunbury on Thames, Surrey, TW16 6SU, quoting **your** policy number or claim number and give **us** full details of **your** complaint.

Alternatively **you** may e-mail **your** complaint to info@mulsanneinsurance.com or contact the office on 0344 573 1241.

We will endeavour to investigate **your** complaint fully and resolve immediately. If **we** cannot resolve **your** complaint by the next working day **we** will acknowledge **your** complaint within five working days of receipt, and do **our** best to resolve the problem within eight weeks by sending **you** a final response.

Should **you** remain dissatisfied having received **your** final response, **you** may be able to take **your** complaint to the Financial Ombudsman Service (FOS). Their address is The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. **You** may also find their details at www.financial-ombudsman.org.uk .

Should **you** feel the need to complain about the arrangement of **your policy** please contact **your insurance intermediary** in the first instance.

DEFINITIONS

Definitions of words and phrases used in this document and are shown in bold throughout the policy.

Accessories	Parts or products specifically designed to be fitted to **your vehicle**, including the manufacturer's standard tool kit and the motor vehicle's safety equipment. Also included are Taxi Signs and Aerials whether permanently fitted or removable.
Certificate of Motor Insurance	Documentary evidence that **you** have taken out the insurance that **you** must have by law. It describes **your vehicle**, who can drive it and the purpose that it can be used for.
Endorsement	A change to the terms of **your** policy, and shown on **your schedule**.
Excess	The amount **you** will have to pay towards any claim and shown on **your schedule** or policy section.
Fare Money	Cash, cheques credit/debit card sales vouchers and travellers cheques belonging to, held by or in connection with your business.
Fire	**Fire**, lightning, explosion or self-ignition
Insurance Intermediary	The Insurance Broker, Agent or Intermediary who acting on **your** behalf has placed this insurance with **us**.
Market Value	The cost of replacing **your vehicle** with one of similar type, age, mileage and/or condition at the time of the loss as assessed by **us**. **We** use guides (such as Glasses Guide) which refer to vehicle values, engineers and any other relevant sources to assess the **market value**.
Policy	The document consisting of **your** Proposal Form or Statement of Fact, **our** motor insurance policy, **your certificate of motor insurance**, **schedule**, and any **endorsements**.
Your Vehicle / motor vehicle	Any vehicle including its spare parts and accessories for which **we** have issued a **certificate of motor insurance** under this policy.
Period of Insurance	The period of time covered by this insurance as shown in the **schedule** and/or **certificate of motor insurance**, and for which **we** have accepted **your** premium.
Personal Belongings	Property which is worn or used in everyday life and which belongs to **you** and is in **your vehicle**.
Road Traffic Act(s)/Law(s)	The laws which include details of the minimum motor insurance cover needed in the **United Kingdom**.
Schedule	The document that identifies the **policyholder**, and sets out details of the cover **your** policy supplies.
Territorial Limits	Countries within the **United Kingdom (UK)**, and the European Union (EU), Andorra, Iceland, Norway and Switzerland.
Theft	Any **theft** or attempted **theft** which has been reported to the Police.
United Kingdom / UK	England, Scotland, Wales, Northern Ireland, the Isle of Man, and the Channel Islands (including transit by sea, air, rail or within and between these places).
We/Us/Our	Mulsanne Insurance Company Limited
You/Your	The person or company named in the **schedule** and **certificate of motor insurance** as the Insured or Policyholder.

SECTION 1 – THIRD PARTY LIABILITY COVER

What is covered

We will cover **you** for **your** legal responsibility if there is an accident which involves **your vehicle** and **you**:

- kill or injure someone; or
- damage their property or their vehicle;

This cover also applies to any accident caused by a trailer, caravan or vehicle **you** are towing.

Other people using your vehicle

We will also provide the same cover for:

- anyone allowed by the **certificate of motor insurance** to drive **your vehicle**, as long as they have **your** permission;
- anyone using (but not driving) **your vehicle** with **your** permission for social, domestic and pleasure purposes;
- anyone who is in or getting into or out of **your vehicle**;
- **your** employer or business partner if the **certificate of motor insurance** allows business use. Does not apply if the motor vehicle is owned, leased or hired to the employer or business partner.
- the legal personal representative of anyone covered under this section if that person dies. If any person covered by this insurance should die, **we** will deal with any claim made against their estate provided that the claim is covered by this insurance.

Legal Representation costs

Subject to agreement by **us** in writing **we** will pay for:

- Solicitors costs to represent any person covered by this insurance at a Coroner's inquest or fatal accident inquiry or court of summary jurisdiction;
- Reasonable costs to defend any person covered by this insurance against a charge of manslaughter or causing death by reckless or dangerous driving;
- Any other costs incurred with any accident which may involve legal liability under this insurance.

Unless otherwise agreed by us in writing, **we** will NOT pay:

- the costs if covered by another insurance policy;
- for proceedings where the driver was under the influence of drink or drugs at the time of the accident.

Emergency Medical Treatment

We will pay for emergency medical treatment that is required under the **Road Traffic Act** following an accident involving any motor vehicle covered by this insurance. If this is the only payment made then **your** No Claims Bonus will not be affected.

NOT COVERED BY SECTION 1

- Any claim for death or injury to anyone while they are working with or for the driver of the vehicle, except as set out in **road traffic law**, or where in the course of their employment cover is provided by their employers liability insurance;
- Death or bodily injury to the driver or the person in charge of the motor vehicle if the death or bodily injury occurred as a result of that person having driven the motor vehicle.
- Damage to property or injury to animals owned by or held in trust, custody or control of **you** or any other person covered by this insurance.
- Loss or damage by pollution or contamination however caused except as required by the **road traffic acts**.
- Any amount exceeding £2,000,000 for any one claim or series of claims arising out of one cause in respect of damage, loss or use or other indirect loss in respect of property.
- Any damage, loss of use or any other indirect loss in respect of any vehicle covered under this section.
- Loss, damage or injury arising out of "road rage" or a deliberate act by **you** or any person driving the insured motor vehicle with **your** permission.
- Loss of or damage to any motor vehicle **you** drive, or any trailer or vehicle **you** tow.
- Anyone who makes a claim knowing that the driver did not hold a valid driving licence at the time of the incident.

SECTION 2 – FIRE AND THEFT

What is covered

If **your vehicle** is lost or damaged as a result of:

- **fire**;
- **theft** or attempted **theft**

we will either pay (subject to the deduction of any **excess**):

- for the repair of the damage;
- the current market value of **your vehicle** (the motor vehicle will then belong to **us**);
- the cash value of any lost or stolen part;

The payment will be made to:

- **you**; or
- the legal owner of the vehicle if owned by someone else or is subject to a hire purchase agreement, unless the owner specifically agrees otherwise.

The same cover also applies to **your vehicle's accessories**, if kept with, on or in **your vehicle**.

Replacement Locks

If the keys or any device used to secure, gain access to, or enable **your vehicle** to be driven, are stolen, **we** will pay up to £400 (after the deduction of any **excess**) towards the cost of replacing door and boot locks, ignition and steering locks, the lock transmitter and central locking interface.
This is providing it can be established that the location of where the motor vehicle is kept overnight is known to any persons who may have the keys or device used to secure, gain access to, or enable **your vehicle** to be driven.

Parts - We or the repairer may use parts which have not been supplied by the manufacturer.

NOT COVERED BY SECTION 2

For exclusions refer to ***NOT COVERED BY SECTION 2 (Fire and Theft)*** **and** ***SECTION 3 (Accidental Damage)*** and ***GENERAL EXCLUSIONS.***

SECTION 3 – ACCIDENTAL DAMAGE

What is covered

If **your vehicle** is damaged, **we** will at **our** option either pay (subject to the deduction of any **excess**):

- for the repair of the damage;
- the current market value of **your vehicle** (the damaged vehicle will then belong to **us**);
- the cash value of any lost or stolen part;

In addition, **we** will pay the reasonable cost of:

- protecting **your vehicle** if it becomes unusable due to accidental damage;
- returning **your vehicle** to **your** home address in the **United Kingdom** after repair. This is subject to **our** written consent.

The payment will be made to:

- **you**; or
- the legal owner of the motor vehicle if owned by someone else or is subject to a hire purchase agreement, unless the owner specifically agrees otherwise.

Parts

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

Repairer

If **you** choose to use a repairer not recommended by **us your policy excess** in respect of accidental damage will increase by £250. This is in addition to the **excess** stated within **your schedule**. Example: if the **excess** within **your schedule** is £1500 and **you** use a repairer not recommended by **us**, then **your excess** will be a total of £1750.

NOT COVERED BY SECTION 3

For exclusions refer to ***NOT COVERED BY SECTION 2 (Fire and Theft)*** **and** ***SECTION 3 (Accidental Damage)*** and ***GENERAL EXCLUSIONS***.

NOT COVERED BY SECTION 2 (FIRE AND THEFT) and SECTION 3 (ACCIDENTAL DAMAGE)

We will not pay:

(i) more than the **market value** or the amount shown on **your** purchase receipt (whichever is lower) at the time of accident or loss if **your vehicle** or **accessories** or spare parts are damaged beyond economical repair.

(ii) more than the last list price of parts no longer available as new.

(iii) for loss or damage caused by **theft** or attempted **theft** while nobody is in the motor vehicle, unless all the doors, windows and other openings are closed or locked, and the motor vehicle's keys and any door or ignition unlocking devices are removed and the vehicles electronic or mechanical devices are set.

(iv) for loss of or damage to **your vehicle**, if at the time of the incident, it was being driven by or used by anybody not named on **your certificate of motor insurance** unless the person driving is reported to the police for taking **your vehicle** without **your** permission, including being charged.

(v) any loss or damage up to the amount which appears on **your schedule** as an **excess**.

(vi) No payment will be made for;

- Loss or damage arising as a result of 'road rage' or a deliberate act by **you** or any person driving the **motor vehicle** with **your** permission;
- Loss of or damage to **your vehicle** if **you** or anyone named on the **certificate of motor insurance** was driving under the influence of drink or drugs or is convicted of an offence involving drink or drugs as a result of the incident;
- Loss of or damage to **your vehicle** through deception, fraud or repossession, or due to any government, public or local authority legally taking, keeping or destroying **your vehicle**;
- Loss of or damage to **your vehicle** caused by an inappropriate type of fuel being used;
- Loss of or damage to any trailer, caravan or vehicle, or their contents, whilst being towed by **your vehicle**;
- Depreciation, wear and tear, or loss of value due to repair;
- Mechanical, electrical, electronic or computer faults, failures, breakdowns, breakages or malfunctions;
- Damage to tyres caused by braking, punctures, cuts or bursts;
- Loss of use, earnings or any other indirect loss;
- Any pre-existing damage to **your vehicle**;
- Loss of or damage to taxi communication equipment, taxi meters, taxi data head equipment, navigation equipment, or money or taxi **fare money** received in connection with the trade or business;
- Loss or damage to the contents of **your vehicle**, including but not limited to, **personal belongings**, audio and navigation equipment, telephones, television equipment, two way radio transmitters or receivers or money, or goods, tools or samples carried in connection with any trade or business.
- Loss of or damage to **your vehicle** caused by inappropriate re-charging of its fuel cell.
- Loss of or damage to **your vehicle** caused by the use of re-charging cables and equipment which have not been approved by the vehicles manufacturer or those supplied by the rapid charging unit used.

SECTION 4 – REPLACEMENT MOTOR VEHICLE

If **your vehicle** is less than 12 months old, **we** will (subject to availability) replace it with a new motor vehicle of the same make, model and specification (or nearest specification), if:

a) **your vehicle** is stolen and not recovered within 30 days of being reported; OR

b) The cost of repairing accidental damage exceeds 60% of the vehicles list price (including any taxes) at the time of purchase.

Both a) and b) are subject to:

- the motor vehicle being owned by **you** or **your** spouse. This includes purchase under a hire purchase, however specifically excludes vehicles which are the subject of a contract hire or leasing agreement; and
- the agreement of any interested hire purchase company; and
- **you** or **your** spouse being the first registered keeper of the vehicle; and
- the recorded mileage not exceeding 10,000 at the time of the incident.

If a suitable replacement vehicle cannot be found, then the most **we** will pay will be the current **market value** of **your vehicle**. The stolen and recovered or damaged vehicle will then belong to **us**.

SECTION 5 – WINDSCREEN / GLASS COVER

If **you** have Comprehensive cover **we** will pay for the replacement or repair of **your vehicle's** windscreen or other windows in **your vehicle** if broken or damaged. This also includes any scratching to **your vehicle's** bodywork if solely caused by the incident, and if the work is carried out with the authority of the Windscreen Helpline.

An **excess** will apply:

- If **your** windscreen is replaced then a £95 **excess** is required.
- If **your** windscreen is repaired then a £25 **excess** is required.
- If the work is not carried with the authority of the Windscreen Helpline then **we** will not pay any more than £75, after deduction of the **excess**.

Payments under this section will not affect **your** No Claims Bonus, and **we** will only pay for one claim in a 12 Month **period of insurance** under this section.

NOT COVERED BY SECTION 5

Any glass, window or roof type described here will be dealt with under Section 3 Accidental Damage:

- Damage to plastic windows on a convertible vehicle
- Sun roofs, roof panels, panoramic windows or roofs
- Lights or reflectors whether glass or plastic.

SECTION 6 – AUDIO, COMMUNICATION AND METERING EQUIPMENT

We will cover:

(a) **Your** permanently fitted audio, satellite navigation, and/or communications equipment;

(b) Two-way radio and/or Metering equipment that is specifically used by **you** for **your** business, whilst in **your vehicle**, against **theft**, **fire** or damage up to the limits specified (after deduction of the **policy excess**):

Limits of cover

- Vehicle manufacturers fitted equipment: Unlimited
- Other equipment: £500

NOT COVERED BY SECTION 6

- **We** will not pay for loss of or damage to removable satellite navigation equipment;
- For **theft** of any audio, communication and/or metering equipment whilst **your vehicle** is left unattended and has not been securely locked with all windows closed;
- Damage to audio, communication and/or metering equipment unless **your vehicle** has been damaged at the same time.

SECTION 7 – PERSONAL BELONGINGS

We will pay up to £150 for loss of or damage to **your personal belongings** in or on **your vehicle**, provided that they are lost or damaged by accident, **fire**, **theft** or attempted **theft**. Proof of purchase may be required. **We** may take off an amount for wear and tear when **we** settle claims.

NOT COVERED BY SECTION 7

We will not provide cover for the following:

- money, jewellery, stamps, tickets, documents or securities, or goods, tools or samples carried in connection with any trade or business;
- audio, electrical &/or communications equipment:
- property insured by another insurance policy;
- property which is not kept in a locked boot if **your vehicle** is a convertible.

SECTION 8 – PASSENGER PERSONAL EFFECTS and LUGGAGE

We will pay up to £250 per passenger for loss of, or damage to, the personal effects and luggage of any passenger for which **you** are legally responsible up to a maximum of £1000 for any one claim.

NOT COVERED BY SECTION 8

We will not provide cover for the following:

- money, jewellery, watches, documents or securities;
- property insured by another insurance policy:
- property which is not kept in a locked boot if **your vehicle** is left unoccupied.

SECTION 9 – TAXI FARES

We will pay up to £250 for the **theft** of **fare money** whilst **you** are in **your vehicle** and whilst **you** are actively using **your vehicle** for **Public or Private Hire** work**.**

NOT COVERED BY SECTION 9

We will not provide cover for the following:

- **fare money** left in **your vehicle** whenever **you** are not in it;
- unless any **theft** is reported to the police within 24 hours of discovery;
- unless any **theft**, or attempted **theft**, involves the use or threat of force or violence;
- if there is any other insurance in force to cover this loss.

SECTION 10 – MEDICAL EXPENSES

If **you**, or the driver of the insured **motor vehicle** or any passenger in the insured **motor vehicle** are injured in an accident involving **your vehicle we** will pay for medical expenses up to a sum of £150 for each injured person. This does not apply if there is cover under another insurance policy.

SECTION 11 – FOREIGN USE

IMPORTANT

If it is a legal requirement for a physical Green Card document to be in **your** possession to travel to countries permitted by this policy, then **you** must contact **your insurance intermediary** at least 10 days prior to the start date of your travel to obtain this document. If **you** travel without a Green Card **you** may be breaking the law and may not be able to drive in the country **you** are visiting.

Compulsory Insurance

This policy provides the minimum cover required by law to use **your vehicle** in:

- Any country which is a member of the European Union (EU);
- Any country which the Commissioner of the European Community approves as meeting the requirements of Article 7(2) of the European Community Directive on Insurance of Civil Liberties arising from the use of motor vehicles (number Directive 2009/103/EC). (If the level of cover granted under EU Directives is less than provided by the **United Kingdom** law the higher level will apply).

Full Policy Cover within Territorial Limits – 12 Month (Annual) Policies) only

We will insure **you** for the cover shown on **your schedule** while **you** are travelling within the **territorial limits**, (including the process of loading and unloading) between ports or terminals in the countries where **you** have cover as long as the motor vehicle is being transported by a recognised air, sea or motor-rail route of not more than 65 hours in duration.

We will also pay for:

- Customs duty which **you** may have to pay after temporarily importing **your vehicle** into any of the countries for which cover is provided;

And/Or

- The reasonable cost of delivering **your vehicle** to **your** home address in the **United Kingdom** following repairs required due to accident or loss.

Provided that:

- The total number of days outside the **United Kingdom** does not exceed **30 days** in any one **period of insurance**;
- **Your** main permanent home is in the **United Kingdom**.

Full Policy Cover within Territorial Limits – non-Annual Policies

We will NOT extend **your policy** to the cover provided on **your schedule** if **your period of insurance** is for less than 12 Months (Annual).

If **you** travel to countries within the **territorial limits you** only have the minimum cover required as described in the Compulsory Insurance statement above.

Travel outside of the Territorial Limits

If **your period of insurance** is for 12 Months (Annual) and subject to **our** approval and the payment of a required additional premium **we** may cover **you** for the cover detailed in **your schedule** to travel to countries not within the defined **territorial limits**.

We will also pay for:

- Customs duty which **you** may have to pay after temporarily importing **your vehicle** into any of the countries for which cover is provided;

And/Or

- The reasonable cost of delivering **your vehicle** to **your** home address in the **United Kingdom** following repairs required due to accident or loss.

If **your period of insurance** is for less than 12 Months then this policy does NOT provide cover if **you** travel to countries outside the **territorial limits**.

GENERAL EXCLUSIONS

The General Exclusions apply to the whole of this insurance policy, and apply in addition to "What is not covered" within each policy section. Your insurance does NOT cover the following:

1. Use of Your Vehicle. Any accident, injury, loss, damage or liability arising while any motor vehicle covered by this insurance is:

- being used for a purpose for which the motor vehicle is not insured, used for purposes not mentioned or excluded on the **certificate of motor insurance**;
- being driven by or in the charge of any person who is not noted on the **certificate of motor insurance** as a person entitled to drive or is excluded by **endorsement**. The exclusion does not apply if **your vehicle** is in the custody or control of a member of the motor trade for maintenance or repair;
- being driven by or in the charge of any person (including **you**) who **you** know is a provisional licence holder and who is not accompanied by a person aged 21 or over and has held a full UK or EU driving licence for at least 3 years;
- being driven outside of the limitations of the drivers licence, or driven by someone who does not have a valid driving licence or is breaking the conditions of their licence;
- being driven by any person (including **you**) who **you** know is disqualified from driving or has never held a licence to drive the motor vehicle, or is prevented from having a licence (unless they do not need a licence as required by law);
- being driven in an unsafe, un-roadworthy or damaged condition or where the motor vehicle does not have a valid Department of Transport test certificate (MOT) if one is required by law;
- being driven with a load or number of passengers which is unsafe;
- being used for any purpose in connection with the Motor Trade;
- being used for Taxi purposes in an area in which **you** are not licensed to operate;
- let out or hired in return for money or reward;
- being driven whilst declared SORN (Statutory Off Road Notification).

2. Airside Exclusion. We will not cover any accident, injury, loss, damage or liability arising while **your vehicle** is being used in or on that part of any airport, aerodrome, airfield or military base which is used for the take off and landing of aircraft, including the movement of aircraft on the ground and aircraft parking aprons, the associated service roads, refuelling areas and ground equipment parking areas. **We** will not pay for any claim concerning an aircraft within the boundary of the airport or airfield.

3. Imported Vehicles. Any motor vehicle which was manufactured outside of the **United Kingdom** and imported other than through the manufacturers normal import arrangements, unless otherwise agreed.

4. Other Insurance. Any loss, damage or liability that is also covered by any other insurance policy.

5. Travel outside the Territorial Limits. Any loss, damage or liability that occurs outside the **territorial limits,** unless **you** have met the terms of Section 11 Foreign Use.

6. Competition and performance driving. Any accident, injury, loss, damage or liability arising while **your vehicle** is being used for racing, rallying, speed testing, competitions, speed trials, or when driven on a motor sport circuit, race track or de-restricted toll road (including Nürburgring).

7. Confiscation of your vehicle. Any loss or damage resulting from empowerment or confiscation of **your vehicle** by Customs and Excise, Police or any other Government authority. Also, **we** will not cover securing the release of a motor vehicle, other than **your vehicle**, which has been seized by, or on behalf of any government or public authority.

8. War and hostilities. Any result of war, invasion, act of foreign enemy, act of terrorism, hostilities (whether war is declared or not), civil war, revolution, insurrection, rebellion, coup, military or usurped power or destruction of or damage to property by order of any government or public authority except so far as is necessary to meet the minimum required by law.

9. Earthquake, Radioactivity, Pressure waves, Dangerous Goods or Riot. Direct or indirect loss, damage to liability caused by or arising from:

- earthquake;
- ionising radiation or contamination from any radioactive nuclear fuel or from any nuclear waste from burning nuclear fuel;
- the radioactive, toxic, explosive or other dangerous property of any nuclear assembly or nuclear part of that assembly;
- pressure waves caused by aircraft and other flying objects;
- carrying any dangerous substances or goods for which **you** need a police licence (except where **we** need to provide cover to meet the minimum insurance required by the relevant law).
- riot or civil commotion occurring in Northern Ireland or outside of the **United Kingdom** (except where **we** need to provide cover to meet the minimum insurance required by the relevant law).

10. Contracts. We will not cover any claim as a result of an agreement or contract unless **we** would have been responsible anyway.

11. People involved in this contract. This contract is between **you** and **us**. Nobody else has any rights they can enforce under this contract except those rights they have under **road traffic law**. The Contracts (Rights of Third Parties) Act 1999 does not allow any additional rights under this policy in favour of any third party.

12. Proceedings outside of the United Kingdom. Any proceeding brought against **you** or judgement passed in any court outside the **United Kingdom** unless the proceedings or judgement arises out of **your vehicle** being used in a foreign country for which **we** have agreed to extend this insurance cover.

cont./

GENERAL EXCLUSIONS – cont./

13. Racing and deliberate Acts This **policy** does not provide cover for any loss, damage, death or injury arising whilst **your vehicle** is being used in any rallies or as a result of racing formally or informally against another motorist; nor does it provide cover for any loss damage, death or injury intentionally caused by **you** or any driver insured to drive **your vehicle** and/or resulting from participation in any criminal act or offence.

14. Taxi Licence and Local Authority Regulations. **You** must be in possession of a valid Private/Public Hire (Taxi) licence, comply with the local authority licensing regulations and **your vehicle** must display a valid licence plate in accordance with such regulations. **Your** policy cover may be invalidated if **you** do not comply with these regulations.

GENERAL CONDITIONS

1. General. The cover provided by this insurance only applies if

- the information provided on the proposal form or statement of fact and declaration is correct and complete to the best of **your** knowledge and belief. The premium charged is based on the information **you** gave **us** when **your** cover started and when renewed.
- **you** have paid or agreed to pay the premium.
- anybody claiming under this **policy** has adhered to all of the conditions in this document and **endorsements** on the **schedule**.

2. If you have a claim.

a) You must report any incident to **us** immediately. Any **policy** e**xcess** applicable may, at **our** discretion, be reduced by £200 if the incident is reported directly to **us** within 24 hours of the claim.
b) You must send any communication about a claim (including a writ or summons) immediately to **us** unanswered and also advise if **you** know of any future prosecution, coroner's inquest or fatal accident enquiry involving any person covered by this insurance.
c) Any **theft** or attempted **theft** must be reported to the Police.
d) You must not admit liability for or negotiate to settle any claim without **our** written permission. **We** may take over, defend or settle the claim, or take up any claim in **your** name for **our** own benefit. **You** must give **us** all the information and help **we** need.
e) We shall have full discretion in the conduct of any proceedings or the settlement of any claim.
f) Where required, **we** may request the return of the **certificate of motor insurance**, or any other supporting documentation.
g) Should **we** deal with a claim involving the actual or constructive total loss of the insured **motor vehicle** then any outstanding instalments may be deducted from the agreed settlement value.

3. Fraud and Misrepresentation of Risk.

(a) When applying for this insurance, including renewing or amending your policy, if **you** or anyone acting for **you**:

i) provide **us** with incorrect or misleading information to any questions during **your** application process
ii) mislead **us** deliberately to obtain the insurance cover, a cheaper premium or better terms
iii) provide **us** with documentation which has been falsified or has been altered
iv) make a fraudulent bank or card payment to **your insurance intermediary**

We may:

v) cancel or void **your policy**. If **we** void **your policy** it will be treated as if it never existed. **We** may withhold any premiums that **you** have paid to **us**.
vi) reject any claim or reduce the amount of payment to be made
vii) agree to correct **your policy** details and charge any additional premium due and apply the correct terms

Where **we** establish that there is any element of fraud, **we** will then:

viii) not return any premiums that **you** have paid to **us**
ix) recover any costs **we** have incurred from **you**
x) cooperate with the authorities in the detection and prosecution of those involved in the fraud, including the Police authorities and reporting under the Proceeds of Crime Act.

(b) If any claim is in any way fraudulent or if **you** or anyone acting on **your** behalf has used any fraudulent means, including inflating or exaggerating the claim, or submitting forged or falsified documents, or if **you** have not given complete or accurate information, then no payment will be made, all cover under this policy will end and **you** will lose any premium that **you** have paid. It is **our** practice to fully co-operate with the authorities in the detection and prosecution of those involved in fraud.

4. Your vehicle. **You** must take all reasonable steps to protect **your vehicle** and its contents from loss or damage, and the vehicle must be maintained, and kept in an efficient and a roadworthy condition. **We** must be allowed to examine **your vehicle** if **we** deem this necessary.

cont./

5. Cancellation

a) Within 14 days (Cooling off Period):

If **your period of insurance** is for less than 30 days and **you** cancel **your** policy no refund of premium is available.
If **your period of insurance** is for 30 days or more, **you** have 14 days to decide whether to proceed with the purchase of this insurance contract, from the later of the day that you took out the insurance contract or the day **you** receive the full terms of the insurance contract. If the policy is cancelled within this 14 day period and subject to no claims having been made (or likely to be made), **we** will charge a proportionate premium for the period **we** have been insuring **you** plus a £20 administration charge. **Your insurance intermediary** may also charge administration fees sufficient to cover their costs.
You may notify **us** or **your insurance intermediary**, via email, of **your** intention to cancel the **policy**, acknowledging that the **certificate of motor insurance** has ceased to have effect from the appropriate time and date.

b) After 14 days:

You can cancel this insurance at any time by contacting **us** or **your insurance intermediary** to confirm **your** intention to cancel the **policy**, acknowledging that the **certificate of motor insurance** has ceased to have effect from the appropriate time and date. Subject to no claims having been made (or likely to be made) in the current **period of insurance**, **we** will charge a premium in accordance with **our** cancellation scale shown. **Your insurance intermediary** may also charge a fee sufficient to cover their costs. The cancellation will take effect from the date and time requested.

Important – if **your period of insurance** is for less than 12 months then no refund of premium is available if **you** cancel **your** policy**.**

Cancellation scale which only applies if **your period of insurance** is for 12 Months. No refund is available if **your period of insurance** is less than 12 months.

Period of Cover	Percentage of Refund
Up to 14 days	Pro rata
14 days to 1 Month	78%
Up to 2 Months	65%
Up to 3 Months	58%
Up to 4 Months	51%
Up to 5 Months	44%
Up to 6 Months	36%
Up to 7 Months	29%
Up to 8 Months	22%
Up to 9 Months	15%
Up to 10 Months	9%
Up to 11 Months	3%
Up to 12 Months	0%

c) Our cancellation rights: We or **your insurance intermediary** may cancel this insurance by giving **you** 7 days' notice in writing to **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), **we** will refund a proportionate part of the premium.

d) Premium defaults: If **you** pay **your** premium by instalments and there is a default in payments, **we** or **your insurance intermediary** may cancel this insurance by sending **you** 7 days' notice of cancellation in writing as detailed within (5c) above. No refund of premium will be allowed for the unexpired portion of the insurance. **Your insurance intermediary** may also charge a fee.

6. Administration Charge. A fee of £20 is charged for any detail change. **Your insurance intermediary** may also charge an administration fee.

7. Payments made outside policy terms. If the law of any country in which this policy covers **you** makes **us** obliged to settle or pay a claim which **we** would not normally have paid, **we** are entitled to ask **you** to repay **us**.

8. Changes to your policy cover or details. You must advise **us** (or **your insurance intermediary** if applicable) immediately if any of **your** details change, including but not limited to: change of motor vehicle, address, use, drivers, annual mileage, occupations; vehicle modifications; medical conditions; motoring offences or fixed penalties; non-motoring offences.
When a change is advised to **us**, **we** review **your** cover; therefore **your** premium may be altered. Also, depending on the change, **you** are not insured until a covernote or revised **certificate of motor insurance** has been issued.

Important – if **your period of insurance** is for less than three (3) Months it is not possible to make any changes or alterations to the **policy**.

9. Choice of Law. This **policy** is governed by the law which applies in the part of the **United Kingdom** in which **you** live, unless otherwise agreed by **you** and **us** in writing before this **policy** starts.

DRIVING ABROAD

All insurance documentation should be taken with **you**, including **your certificate of motor insurance**, **your schedule**, and **your** motor insurance **policy**. The statement is repeated below in the following languages: French, German, Italian and Spanish.

The certificate of motor insurance, and motor insurance policy to which it relates applies in respect of incident occurring in member countries of the European Union. Cover also applies in other countries which have satisfied the requirements of the Commission of European Union as follows: Andorra, Croatia, Iceland, Norway and Switzerland.
The certificate of motor insurance and the motor insurance policy to which it relates applies to any trailer whilst being towed by the motor vehicle shown on the certificate of motor insurance.

Le Certificate et la police d'assurance qui s'y rattache s'appliquent au regard d'incidents ayant lieu dans les pays members Union Europẻene. La couverture s'acquiert ẻgalement dans d'autres pays qui ont rempli les conditions de la Commission de la Union Europẻen, c'est-à-dire: Andorre, Croatie, la Islande, la Norvège, et la Suisse.
Les Certificat et la police d'assurance qui s'y rattache s'appliquent å toute remorque ẻtant tractẻe par le vèhicule dont il est fait mention dans le Certificat.

Das Zertifikat und die diesbezűgliche Versicherungspolice gewähren Versicherungsshutz für Versicherungsfälle in den Mitgliedslänern der EG. Der Geltungsbereich erstreckt sich ferner auf solche anderen Länder, die Erfordernisse der EG-Kommission erfült haben, nämlich: Andorra, Kroatien, Norwegen, und die Schweiz.
Das Zertifikat und die diesbezüglich Versicherungspolice gewähren Deckung Für Anhänger des auf dem Zertifikat angegebenen Fahrzeungs.

Il certificate e la polizza di assicurazione a cui fa riferimento si applicano per gli incidenti che occorrono nei paesi della Unione Europea. L'assicurazione si applica anche per gli altri paesi che hanno soddisfatto le esigenze delle Commissione della Unione Europea, cioẻ: L'Andorram Croazia, Islanda, Norvegia, e Svizzera.
Il certificate e el polizza di assicurazione a cui si riferisce, si applicano a qualsiasi rimorchio che venga trainato dal veicolo indicato sul certificate.

El Certificado y la Póliza de Seguro correspondiente, cubren los accidentses que ocurran en cualquiera de los países miembros de la Unión Europea. Asimismo cubren los accidents que ocurran en los siguientes países que reúnen las condiciones exigidas por la Cornisión de la Unión Europea: Andorra, Croatia, Islandia, Noruega, y Suiza.
El Certificado y la Póliza de segrou correspondiente cubren a cualquier remolque mientras vaya arrastradopor en el Certificado.