

SHORT TERM PRIVATE HIRE INSURANCE POLICY



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** meets the needs and demands of someone who wants to insure their vehicle against loss or damage and for injury or damage caused by it. It 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.



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For Mulsanne Insurance Company Limited

Complete Cover Group Limited (trading name FareCOVER)

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.

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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.

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: 0344 573 1229

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.

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: FREEPHONE 0800 032 3522

If **your policy** allows, 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 741 991.

HOW WE USE YOUR INFORMATION / PRIVACY NOTICE

It is important that **you** understand how **we** will use **your** information, and **you** must read **our** Privacy Notice carefully as it explains how **we** use **your** personal information. **Our** Privacy Notice can be found at:

<https://www.mulsanneinsurance.com/privacy-policy/>

Contact the Head of Operations by email at info@mulsanneinsurance.com or by phone on 0344 573 1241 if **you** have any questions about **our** Privacy Notice or if **you** require a copy of the notice to be posted to **you**.

IMPORTANT INFORMATION

Motor Insurance Database – Continuous Insurance Enforcement (CIE)

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.

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 Head of Operations, 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.

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:

Policy Sections	Levels of cover		
	Comprehensive	Third Party Fire and Theft	Third Party Only
Section 1: Third Party Only cover	✓	✓	✓
Section 2: Fire and Theft	✓	✓	✗
Section 3: Accidental Damage	✓	✗	✗
Not covered by Section 2 or Section 3	✓	✓	✗
Section 4: Replacement Motor Vehicle	✓	✗	✗
Section 5: Windscreen cover	✓	✗	✗
Section 6: Audio, Communications, Metering Equipment	✓	✓	✗
Section 7: Personal belongings	✓	✗	✗
Section 8: Passenger Personal Effects and Luggage	✓	✗	✗
Section 9: Taxi Fares	✓	✗	✗
Section 10: Personal Accident and Medical Expenses	✓	✗	✗
Section 11: Foreign Use	✓	✓	✓
General Conditions	✓	✓	✓
General Exclusions	✓	✓	✓

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 / Your 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 .
Proposal Form / Statement of Fact	The document which contains the information provided by you upon which we have accepted your insurance.
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	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 ONLY COVER

What is covered

We will cover **you** for **your** legal responsibility if there is an accident which involves **your vehicle** and where **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 **your 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 **your 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.
- 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 at **our** option either pay (subject to the deduction of any **excess**):

- for the repair of the damage;
- the current market value or the amount shown on **your** purchase receipt (whichever is lower) of **your vehicle** (**your 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 **your vehicle** if owned by someone else or is subject to a hire purchase agreement, unless the owner specifically agrees otherwise in writing.

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 **your 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** or the amount shown on **your** purchase receipt (whichever is lower) 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 **your vehicle** if owned by someone else or is subject to a hire purchase agreement, unless the owner specifically agrees otherwise in writing.

Parts

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

Windscreen or Glass claims

If you have Comprehensive cover, windscreen or glass claims are dealt with under Section 5 Windscreen Cover, except any glass or roof types which are specifically excluded within that section.

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 **your vehicle**, unless all the doors, windows and other openings are closed or locked, and **your vehicle's** keys and any door or ignition unlocking devices are removed and are not within or on the vehicle or have been left unattended in a public place and the vehicles electronic or mechanical devices are set including all security alarms and devices.
- (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 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 the contents of the insured motor vehicle, including but not limited to, **personal belongings**, 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 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 of or damage to **your vehicle** through deception, fraud or repossession, by using a counterfeit or other form of payment which is not authorised 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 **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:

- **your 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 COVER

If **you** have comprehensive cover **we** will pay for the replacement or repair of **your vehicle's** windscreen or other windows if they are broken or damaged. This 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 **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**):

Comprehensive cover

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

Third Party Fire and Theft cover

- Vehicle manufacturers fitted equipment: £200
- Other equipment: £200

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 £250 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.
- more than one payment per event.

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 £750 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 – PERSONAL ACCIDENT AND MEDICAL EXPENSES

PERSONAL ACCIDENT

If **you** or **your** spouse die or suffer accidental bodily injury as a direct result of an accident within the insured motor vehicle **we** will pay (to **you** or **your** legal representative) the following amounts:

Type of Injury	Amount we will pay
Death	£2500
Loss of any limb	£1000
Total loss of sight in one or both eyes	£1000

NOT COVERED BY SECTION 10 - Personal Accident

The most **we** will pay in any one **period of insurance** is £2500 and if **you** and **your** spouse have another insurance with **us**, **we** will only pay out under one contract.

No payment will be made if:

- The death or bodily injury was caused by suicide or attempted suicide or any intentional injury;
- The insurance is not in the name of an individual;
- A seatbelt is not worn at the time of the accident;
- The insured person was under the influence of alcohol or drugs at the time of the incident.

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

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).

Travel within Territorial Limits

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 **your 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 60 days in any one **period of insurance**;
- **Your** main permanent home is in the **United Kingdom**.

Travel outside of the Territorial Limits

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**. A Green Card or Travel document will be issued and this will be evidence of the cover. This cover must be agreed at least seven working days prior to the start date of **your** travel.

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.

NOTE: An international Motor Insurance Card (Green Card) is not necessary under European law, within the **territorial limits** shown, but is still available on request. **We** may charge for administration to issue this document

REFER TO SECTION ENTITLED 'DRIVING ABROAD' FOR MORE INFORMATION.

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.

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 vandalism or other malicious damage 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 **your vehicle** then any outstanding premium 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**:

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

We may:

- 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**.
- reject any claim or reduce the amount of payment to be made
- 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:

- not return any premiums that **you** have paid to **us**
- recover any costs **we** have incurred from **you**
- 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 **your** 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.

5. Cancellation

a) Your cancellation rights

You may cancel this policy at any time by contacting **us** or **your insurance intermediary** 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. The cancellation will take effect from the time and date requested. **Your insurance intermediary** may also charge a fee sufficient to cover their costs.

Due to the Short Term nature of this policy there will be no refund of premium.

b) 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.

Cont./

GENERAL CONDITIONS - Cont./

6. Payments made outside policy terms.

If the law of any country in which this policy covers **you** makes **us** obliged to make any payment which **we** would not normally have paid, **we** are entitled to ask **you** to repay **us**.

7. Changes to your policy cover or details.

Due to the Short Term nature of this **policy**, it is not possible to make changes or alterations to the **policy** or cover once the **policy** has been taken out. If however any detail on **your certificate of motor insurance, schedule, proposal form or statement of fact** are incorrect then **you** must contact **your insurance intermediary** immediately.

8. 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.

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 your vehicle covered by this insurance is:

- being used for a purpose for which **your vehicle** is not insured, used for purposes not mentioned on or is excluded by 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;
- a **motor vehicle** 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, unroadworthy or damaged condition or where **your 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 which **you** are not licenced 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 or restricted area of an 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 paid an additional premium to extend **your** cover under Section 11 Foreign Use.

Cont./

GENERAL EXCLUSIONS – Cont./

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, disused airfield 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 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.

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.

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 Certificat et la police d'assurance qui s'y rattache s'appliquent au regard d'incidents ayant lieu dans les pays membres Union Européenne. La couverture s'acquiert également dans d'autres pays qui ont rempli les conditions de la Commission de la Union Européenne, 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 à toute remorque étant tractée par le véhicule dont il est fait mention dans le Certificat.

Das Zertifikat und die diesbezügliche Versicherungspolice gewähren Versicherungsschutz für Versicherungsfälle in den Mitgliedsländern der EG. Der Geltungsbereich erstreckt sich ferner auf solche anderen Länder, die Erfordernisse der EG-Kommission erfüllt haben, nämlich: Andorra, Kroatien, Norwegen, und die Schweiz.
Das Zertifikat und die diesbezüglich Versicherungspolice gewähren Deckung für Anhänger des auf dem Zertifikat angegebenen Fahrzeugs.

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 Commissioni della Unione Europea, cioè: L'Andorra, 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 accidentes que ocurran en cualquiera de los países miembros de la Unión Europea. Asimismo cubren los accidentes que ocurran en los siguientes países que reúnen las condiciones exigidas por la Comisión de la Unión Europea: Andorra, Croacia, Islandia, Noruega, y Suiza.
El Certificado y la Póliza de seguro correspondiente cubren a cualquier remolque mientras vaya arrastrado por el Certificado.

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