

# Taxi Fleet Policy Document



In the event of an accident please contact us immediately on **0333 400 0611**  
to enable us to support and help you with the next steps.

# Contents

Please read this policy carefully to ensure that it meets your requirements.

If you have any queries please contact your broker or intermediary who will be pleased to help. This policy should be kept in a safe place - you may need to refer to it if you have to make a claim.

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# Introduction

## The Contract of Insurance

**This policy is a contract of indemnity between you, the policyholder, and us.**

This policy, the application form, any clauses endorsed on the policy, the policy Schedule and the Certificate of motor insurance should be read together and form the contract of insurance. In return for payment of the premium by you, We will provide insurance in accordance with the policy cover shown in the policy Schedule in respect of accident, injury, loss or damage occurring within the territorial limits (or in the course of transit between any ports therein including the processes of loading and unloading) during the period of insurance.

### **Important**

This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date. A circumstance is material if it would influence our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your insurance intermediary. If You fail to tell Us it could affect the extent of cover provided under the policy. You should keep a written record (including copies of letters) of any information You give Us or Your insurance intermediary when You renew this policy.

### **Breach of Term**

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

### **Terms not relevant to the actual loss**

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **The law of England and Wales will apply to this contract**

Unless: You and the Insurer agree otherwise; or At the date of the contract You are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

### **Use of Language**

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be English.

### **Telephone Recording and Cost of Calls**

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

# What to do in the event of an Accident

## Regardless of blame these measures will help to protect you.

Stop as soon as possible, in a safe place. If anybody has been injured, call the police and ambulance service. If you have a warning triangle, place it well before the obstruction.

It is worth keeping a pen and paper in the vehicle. You can then make a quick sketch of the direction and final position of each vehicle. Write down the name, address and vehicle registration number of the other driver(s). Please also make a note of the number of passengers in each vehicle. If the police attend the scene please write down the officer's name, number and police force. If you have a mobile phone with you and it is fitted with a camera, try and take photographs to support the positions of the vehicles and the extent of damage.

If anybody has been injured you should obtain the insurance details of all drivers and you must give your own insurance details to anyone who has reasonable grounds for requesting them. It is most important to obtain details of all witnesses. Do not admit responsibility, either verbally or in writing.

If for any reason you have not been able to exchange details with other drivers, or you were in collision with an animal, you must report the incident to the police as soon as possible and certainly within 24 hours.

You can find out who the insurer is of any other vehicle involved in the accident by using the askMID.com Roadside service created to assist victims of accidents check the insurance details of the other parties involved at the roadside.

**AFTER ANY ACCIDENT OR INCIDENT YOU MUST TELEPHONE OUR CLAIMS HELPLINE AS QUICKLY AS POSSIBLE.**

**This is regardless of whether you were at fault or not, or wish to make a claim under the Policy or not.**

**CALL OUR CLAIMS HELPLINE – TELEPHONE**

**0333 400 0611**

### **IMPORTANT**

IF YOU FAIL TO TELL US OR YOU DELAY TELLING US ABOUT AN ACCIDENT OR INCIDENT THAT MAY LEAD TO A CLAIM AND THIS INCREASES OUR CLAIM COSTS, YOU WILL BECOME LIABLE TO PAY THE ADDITIONAL COSTS. AND IT MAY ALSO INVALIDATE YOUR RIGHT TO CLAIM.

Quote your Policy number and give all the information about the incident. If your claim is due to theft, attempted theft or vandalism you must also inform the police and obtain a crime reference number.

We will deal with your claim and claims made against you, as quickly and fairly as possible. Please read the general terms and conditions in this Policy wording.

# What to do in the event of an Accident (continued)

## Late Notification Of Claims (Excluding Windscreen)

In addition to any other Voluntary or Compulsory excess, an Additional excess in respect of any damage, for late claim reporting will apply as detailed in the table below.

Additional excess	
Up to 21 days	£0
22 to 30 days	£100
31 to 60 days	£200
61 to 89 days	£300
90 days or more	£400

## Reducing Your Excess In The Event Of An Incident (Excluding Windscreen)

If you report an incident within 48 hours of the event and provide full details of any third party involved your excess will be reduced by £250.

The minimum third party information required is detailed below but not limited to; Contact number, Number plate, Address, Insurer

# Customer Information

## Data Protection Legislation

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

The General Data Protection Regulation (GDPR) comes into effect on 25th May 2018 replacing the existing Data Protection Act 1998.

All personal information supplied by you will be used where necessary to administer your insurance contract or help you make a claim. Where we need to pass information to other firms, public bodies or industry bodies, it will only be for that purpose and to comply with regulatory requirements and to assist in the identification and prevention of fraud and other financial crime. We would never share your personal data without the appropriate care and necessary safeguards being in place.

If we have to transfer information to a country outside the EU, we will only do so if a similar level of protection applies. If we need to obtain information which is by nature sensitive, we will only do so on the basis that it is in the public interest - for example to fight crime, prevent fraud or to make sure insurance is available.

For our full Privacy Notice please visit our website [www.bollingtonunderwriting.com](http://www.bollingtonunderwriting.com) or contact our Data Protection Officer at: Adlington Court, Adlington Business Park, Adlington, Cheshire, SK10 4NL or by emailing [compliance@bollington.com](mailto:compliance@bollington.com).

## Motor Insurance Database

Your Policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing and by the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance Policy and/or for preventing and detecting crime.

If you are involved in an accident (in the UK or abroad), other UK Insurers, the Motor Insurers' Bureau and MIIC may search the MID to obtain relevant Policy information.

Persons with a valid claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

You can find out more about this from at [www.miic.org.uk](http://www.miic.org.uk).

## Fraud Prevention, Detection & Claims History

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this. We and other organisations may also search these agencies and databases to:
  - Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
  - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
  - Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases we access or contribute to.

## Customer Information (continued)

### Claims History

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI).

The aim is to help us to check information provided and also to prevent fraudulent claims.

Under the conditions of your Policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the Policy or claim.

# Definition of terms

To save lengthy repetition, wherever the following words or phrases occur in this policy they will have the meaning set out below. A particular word or phrase, which is not defined, will have its ordinary meaning.

## Accessories

Parts of your vehicle which are not directly related to how it works as a vehicle. This includes spare parts, audio equipment, multi-media equipment, communication equipment, personal computers, satellite navigation and radar detection systems, providing they are permanently fitted to your vehicle and have no independent power source.

## Certificate of Motor Insurance

The current document that proves you have the motor insurance required by the Road Traffic Act to use your vehicle on a road or other public place. It shows who can drive your vehicle and what you can use it for.

It does not show the cover you have.

## Clause

An additional or alternative wording which, when applied to your policy, changes it's terms. Those clauses applicable are identified in your schedule.

## Excess

The amount, or amounts, shown in your policy, schedule or clause, which we deduct from each and every claim for loss of or damage to your vehicle or other property insured.

The amount applies to each individual vehicle.

## Fire

Fire, self-ignition, lightning and explosion.

## Green Card

A document required by certain non-EU countries to provide proof that you have the minimum compulsory insurance cover required by law to drive in that country.

## Insurance Intermediary

Agent or intermediary acting on your behalf in arranging this policy.

## The insured/Insured person/You/the Policyholder

The person, persons, company or companies described as the insured in the schedule.

## Insurer/we/us/the Company

This insurance policy is underwritten by Gefion Insurance A/S and managed on their behalf by Anjuna Underwriting.

Gefion Insurance A/S  
Østergade 10,  
1100 Copenhagen K, Denmark  
and 40 Gracechurch Street, London.

Authorised by the Financial Conduct Authority FCA number 706201 and regulated by Financial Supervisory Authority, Denmark FSA number 53117.

## London Taxi

A passenger-carrying motor vehicle constructed as such, used in the Metropolitan Police Districts, and licensed by the Commissioner of Police of the Metropolis in accordance with the Metropolitan Public Carriage Act 1869 and the London Cab and Stage Carriage Act 1907, which appears in the schedule of vehicle types as London Taxi.

## Market value

The cost of replacing the insured vehicle as far as may be practical with a vehicle of the same or similar make, model, age and condition (including similar mileage) but not exceeding the Maximum Indemnity Limit stated in the schedule.

## Definition of terms (continued)

### Market value (continued)

In order to determine the Market value, we will use Glass's Guide, or similar industry standard, with allowances being made for mileage, condition and use of your particular vehicle. If no guide value exists, we shall rely upon an independent valuation by an assessor or engineer of our choice, whose valuation will be based on the best assessment of the pre-accident condition of your vehicle, or in the event that the vehicle or its remains are unavailable for inspection, upon the relevant vehicle documentation (including MOT certificate, purchase and service documentation).

### Period of insurance

The period of time covered by this policy as shown in the schedule and any further period for which we agree to insure you.

### Personal belongings

Personal property within your vehicle including portable audio equipment, multi-media equipment, communication equipment, personal computers, satellite navigation and radar detection systems not permanently fitted to your vehicle.

### Principal

Any person who employs you to act in his or her place or on his or her behalf.

### Private Car

Any passenger-carrying motor vehicle with not more than 9 seats (including the driver) which appears in the schedule of vehicle types as Private Car.

### Private Hire

Use of a passenger-carrying vehicle for the carriage of passengers for hire or reward other than under a Hackney Carriage licence. Note: Plying for hire in the street or operating from taxi ranks without the requisite Hackney Carriage licence is not permitted by law. It is legal for Private Hire operators to use two-way radios, radio telephones and the like to direct vehicles to customers.

### Public Hire

Full taxi use under a Hackney Carriage licence. Vehicles which ply for hire in the street or operate from a central stand are included. Two-way radios, radio telephones and the like may be used.

### Road Traffic Acts

Any Acts, Laws or Regulations which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### Schedule

The document which gives details of the cover you have.

### Territorial Limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### Terrorism

Any act or acts including but not limited to:

- a. the use or threat of force and/or violence; and/or
- b. harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/ or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

Any action taken in controlling, preventing, suppressing or in any way relating to 1. above.

### Theft

Theft, attempted theft or taking your vehicle without your consent.

### Trailer

Any drawbar trailer designed to be towed by any vehicle described in the schedule.

## Definition of terms (continued)

### **Your vehicle**

Any motor vehicle:

- registered in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and described in the schedule or any other motor vehicles for which details have been supplied to us and a certificate of motor insurance has been delivered to you and remains effective; or
- not belonging to you nor hired, leased or lent to you which is causing an obstruction or otherwise preventing the operation of your business and which is being moved to facilitate the passage of a vehicle; or
- Specific definitions of 'your vehicle' appearing in this policy are set out on the next page.

# Your Policy Cover

Type of Cover	Operative Sections
Comprehensive	All Sections operate
Third Party Fire and Theft	Section 1 operates only in respect of loss or damage caused directly by fire or by theft Sections 2, 3, 5, 7, 8 and 10
Third Party Only	Sections 2, 3, 5, 7, 8 and 10

# Section 1

## Loss of or damage to your vehicle

If your vehicle is lost, stolen or damaged, we will at our option:

- pay for your vehicle to be repaired; or
- replace your vehicle; or
- pay the amount of the loss or damage in cash.

We may decide to use suitable parts or accessories not supplied by the original manufacturer.

The same cover also applies to accessories and spare parts relating to your vehicle while these are in or on your vehicle or while in your private garage.

If we know that you are still paying for your vehicle under a hire purchase, leasing or contract hire agreement, we will pay any claim to the owner described in that agreement. Our liability under this policy will then end.

The maximum amount we will pay will be the market value of your vehicle immediately prior to the loss or damage but not exceeding the Maximum Indemnity Limit stated in the schedule.

### Accident recovery

In Great Britain, Northern Ireland, the Channel Islands and the Isle of Man we can arrange for the protection and removal of your vehicle to the nearest repairers. In the event of an accident ring Our Claims team on **0333 400 0611** and we will arrange for the following at no additional cost. Someone to come out and help. If your vehicle cannot be made roadworthy immediately it will be taken to our nearest approved repairer.

Your vehicle can be taken to a repairer of your choice if this is nearer, but this may lead to delays in arranging the repairs to your vehicle.

Delivering the vehicle back to your address in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man after the repairs have been carried out. In providing accident recovery assistance we will use our reasonable care and skill when providing the service.

We can, however, cancel services or refuse to provide them if, in our opinion, the demands made are excessive, unreasonable or impractical.

### Courtesy Car Standard courtesy car cover

Where your vehicle is a Private Car (as previously defined) and cover is either Comprehensive or Third Party Fire and Theft, following damage to the vehicle we will provide a courtesy car at your request, for the duration that your private car is being repaired by Our approved repairer. Use of the courtesy car will be for social, domestic and pleasure purposes only. Courtesy cars are supplied to reduce your inconvenience and where possible ensure you remain mobile throughout the duration of your claim. It is not intended to be an exact replacement for your own private car. All courtesy cars, provided by Our approved repairers, will have comprehensive cover under your existing policy for the period of the loan, regardless of what level of cover you have requested for your car.

#### PLEASE NOTE

A courtesy car cannot be provided until your claim has been accepted and cover has been confirmed. The table overleaf tells you what type of courtesy car you will receive according to your policy cover and situation.

### Conditions applying to courtesy car provided by Our approved repairers

You will be responsible for:

- the cost of fuel used;
- collection and delivery charges (if they apply);
- any charges for fitting accessories; and
- any excess which would have applied to your vehicle which is temporarily replaced.

# Section 1

## Loss of or damage to your vehicle (continued)

### Returning replacement private cars

The replacement private car will be supplied on the condition that you will return it to the depot which supplied it unless alternative arrangements have been made with the supplier.

What cover do I have	What is my situation?	What am I entitled to?
Standard courtesy car on Comprehensive policies	My car is being repaired by an approved repairer.	The approved repairer will provide you with a courtesy car.
	My car is being repaired by a repairer of my choice.	No courtesy car will be provided if an approved repairer is not used.
	My car cannot be repaired or has been stolen and is not recovered.	Your claims handler will arrange for a hire car for up to 14 days, or up until a settlement offer has been agreed (whichever is earlier).
	My car is a 'grey' import and needs to be repaired.	If your car is a 'grey' import (whether you are aware of this or not) we will provide you with a courtesy car for up to 14 days only.
Standard courtesy car on Third Party, Fire and Theft policies	My car has been stolen and is not recovered or has been set on fire and is not repairable.	Your claims handler will arrange for a hire car for up to 14 days, or up until a settlement offer has been agreed (whichever is earlier).
	My car being repaired by an approved repairer following a fire or theft.	The approved repairer will provide you with a courtesy car for the duration of repairs.
	My car is being repaired by a repairer of my choice following a fire or theft.	No courtesy car will be provided if an approved repairer is not used.

# Section 1

## Loss of or damage to your vehicle (continued)

### Exceptions

We will not pay for:

- the first part of any claim (other than glass claims) as stated in the schedule (compulsory and voluntary excess) and in addition the following excesses apply:
- where the person driving your vehicle is:

Amount to be paid by you	Excess
20 years of age or under	£1000
Between 21 and 24 years of age inclusive	£1000
Aged 25 years or over but has not held a public or private hire licence for 12 months	£500
Any person aged 70 or above	£150
25 years of age or over but is the holder of a provisional licence or – a full licence for less than 12 Months or – a licence issued outside Great Britain, Northern Ireland, the Channel Islands, Isle of Man and the EU for less than 2 years to drive a vehicle of the same class	£500

- The first £100 of any claim for loss of or damage to the glass in your vehicle's windscreen or windows
- The excess for glass will be £50 when the glass is repaired rather than replaced
- The excesses above apply in addition to any voluntary excess or other compulsory excesses that may apply.

In addition to any other Voluntary or Compulsory excess, an Additional excess in respect of any damage, for late claim reporting will apply as indicated below.

### Late Reported Claims (Excluding Windscreen)

All claims irrespective of negligence or liability must be, in the first instance reported to Anjuna Claims on 0333 400 0611.

If you fail to tell us or you delay in telling us about an incident that may lead to a claims and this increases our claims costs, you will become liable to pay the additional costs and it may also invalidate your right to claim.

Additional excess	
Up to 21 days	£0
22 to 30 days	£100
31 to 60 days	£200
61 to 89 days	£300
90 days or more	£400

## Section 1

# Loss of or damage to your vehicle (continued)

### **Reducing Your Excess In The Event Of An Incident (Excluding Windscreen)**

If you report an incident within 48 hours of the event and provide full details of any third party involved your excess will be reduced by £250. The minimum third party information required to enable a reduced excess to apply is detailed below but not limited to;

**Contact number, Number plate, Address, Insurer**

- any personal effects, money or goods belonging to the driver, passengers or any other party
- loss or damage to your motor 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

### **Exclusions to Section 1 of your policy**

Your policy does not cover the following:

- loss of use, depreciation, wear and tear
- mechanical, electrical or electronic failure, breakdown or breakage
- computer and equipment failure or malfunction
- damage to tyres caused by braking or by punctures, cuts or bursts
- loss or damage directly arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed
- loss or value following repair
- loss or damage arising from theft while the ignition keys of your vehicle have been left in or on the vehicle
- loss or damage arising during or in consequence of riot or civil commotion occurring:
  - in Northern Ireland
  - outside the territorial limits
- loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority

## Section 2

# Liability to third parties

### Your liability to third parties

We will indemnify you in respect of compensation you are legally liable to pay and all other costs and expenses incurred with our written consent arising from:

- death or bodily injury to third parties, for an unlimited amount;
- damage to third party property up to a maximum of:
  - £5,000,000 (excluding claimant's costs and expenses and any other costs and expenses)
  - £5,000,000 for claimant's costs and expenses and any other costs and expenses in relation to damage to third party property.

This section only operates where such death, bodily injury or damage arises out of an accident caused by or in connection with:

- your vehicle including its loading and unloading; or any trailer while it is being towed by your vehicle.

In respect of terrorism where we are liable under the Road Traffic Acts the maximum amount that we will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by you or any other person and for which cover is provided under this section will be:

- £5,000,000 in respect of all claims consequent on one originating cause; or such greater sum as may in the circumstances be required by the Road Traffic Acts.

### Liability of other persons driving or using your vehicle

On the same basis that we indemnify you under this section we will also indemnify the following persons:

- any person you give permission to drive your vehicle provided that your certificate of motor insurance allows that person to drive;
- any person you give permission to use (but not drive) your vehicle for social, domestic

and pleasure purposes provided that such use is included within the certificate of motor insurance;

- any passenger travelling in or getting into or out of your vehicle;
- any hirer of your vehicle provided such use is not excluded by your certificate of motor insurance;

### Indemnity to legal personal representatives

In the event of the death of anyone who is indemnified under this section we will protect his or her legal personal representatives against any liability that the deceased person had which is covered by this section.

### Legal costs

If you, or anyone else, are involved in an accident which is covered under this section, we will pay the fees and disbursements of any legal representative we agree to, and defend anyone we insure under this section:

- at a coroner's inquest;
- at a fatal accident inquiry;
- in any proceedings brought under the Road Traffic Acts or equivalent European Union legislation.

We will not pay representation for:

- a plea of mitigation (unless the offence you are charged with carries a custodial sentence) or appeals.
- Unless otherwise agreed by us in writing, we will not pay for proceedings where the driver was under the influence of drink or drugs at the time of the accident.

## Section 2

# Liability to third parties (continued)

### Duty of Care – driving at work, legal costs

We will pay:

- your legal fees and expenses incurred with our written consent for defending proceedings including appeals;
- costs of prosecution awarded against you arising from any health and safety inquiry or criminal proceedings for any breach of the:
  - Health and Safety at Work etc Act 1974;
  - Health and Safety at Work (Northern Ireland) Order 1978;
  - Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity:

- unless the proceedings relate to an actual or alleged act, omission or incident committed during the period of insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and in connection with the business; unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of you of any motor vehicle or trailer in circumstances where compulsory insurance or security is required by the Road Traffic Acts;
- in respect of proceedings which result from any deliberate act or omission by you;
- where indemnity is provided by another insurance policy.
- The limit of indemnity in respect of such legal fees, expenses and costs is:
  - Health and Safety at Work etc Act 1974 and Health and Safety at Work (Northern Ireland) Order 1978 – £100,000;
  - Corporate Manslaughter and Corporate Homicide Act 2007 – Unlimited.

### Cross liabilities

Where there is more than one insured person named in your schedule, cover will operate for each one as if they are the only insured person covered under this policy, but the total liability of the insurer for all compensation payable in respect of damage to third party property shall not exceed £5,000,000 in respect of any claim or a series consequent on one original cause.

### Application of indemnity limits

In the event of an accident involving payment by us to more than one person any limitation by the terms of this policy or any clause relating to the maximum amount payable shall apply to the aggregate amount of payments to all such persons and your liability shall be settled in priority.

## Section 2

# Liability to third parties (continued)

### Exceptions to Section 2

We shall not be liable in respect of:

- any claim if any person indemnified under this section fails to observe the terms, exceptions and conditions of this policy as far as they apply, or if they are entitled to claim payment of indemnity under any other policy;
- death or bodily injury to an employee of the person indemnified which arises out of the course of such employment except where such liability is required to be covered by the Road Traffic Acts;
- loss or damage to property:
  - belonging to or in the care of anyone we indemnify who claims under this section;
  - being conveyed by your vehicle (except where your vehicle is a private car);
- loss, damage, death or bodily injury caused or arising beyond the limits of any carriageway or thoroughfare in connection with anyone other than the driver or attendant of your vehicle either bringing a load to your vehicle for loading on to it or taking a load away from your vehicle having unloaded it;
- damage to premises (or to the fixtures and fittings) attaching solely as occupier (not as owner) where the damage is insured by another policy;
- damage to any vehicle where cover in connection with the use or driving of that vehicle is provided under this section;
- all loss damage death or bodily injury while your vehicle is being used in that part of an aerodrome or airport provided for the take-off or landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas, and those parts of passenger terminals which come within the Customs examination area except where such liability is required to be covered by the Road Traffic Acts;
- any consequence whatsoever resulting directly or indirectly from or in connection with terrorism regardless of any other contributory cause or event except where such liability is required to be covered by the Road Traffic Acts.

## Section 3 – Additional Covers

### Indemnity to principals

Where your vehicle is being used in connection with contract work on behalf of a principal we will under the terms of Section 2 indemnify the principal in respect of compensation they are legally liable to pay arising from such use provided that:

- you would have been able to claim under the policy had the claim been made against you; and
  - you have arranged with the principal for the conduct and control by us of all claims for which we may be liable under this section.
- bodily injury to the principal for any amount you would not have to pay but for such an agreement;
  - damage to property belonging to or held in trust by or in the custody or control of the principal for any sum which exceeds the amount required to indemnify the principal;
  - liquidated damages or damages incurred under any penalty clause.

#### Exceptions to Section 3

We shall not be liable in respect of:

- death or bodily injury to any person employed by the principal arising out of or in the course of their employment;
- any amount payable by the principal under any agreement which would not have been payable in the absence of such an agreement;

## Section 4 – Additional Covers

### Glass in windscreen, sunroof or windows

Any such damage for this section is restricted to comprehensive cover only with the windscreen/window replacement value limited to £150 of any one incident. This limit is waived if you use an approved repairer via Our Claims team contact number.

We will not pay for:

- The first £100 of any claim for loss of or damage to the glass in your vehicle's windscreen or windows
- the excess for glass will be £50 when glass is repaired rather than replaced.

## Section 5 – Additional Covers

### Medical expenses

If you or any other occupant of your vehicle is injured as a direct result of your vehicle being involved in an accident we will pay for the medical expenses in connection with such injury up to a maximum sum of £500 in respect of each person injured.

## Section 6 – Additional Covers

### Personal belongings

We will pay you (or at your request, the owner) for loss or damage to personal belongings caused by fire, theft or accidental means while they are in or on your vehicle. The maximum amount payable for any one incident is £250. When an amount is payable to any person other than you, we may make such payment directly to that other person and their receipt shall be a full discharge to us.

#### **Exceptions to Section 6**

We will not pay for:

- money, stamps, tickets, documents or securities; goods or samples carried in connection with any trade or business; tools of trade, ropes or tarpaulins;

## Section 7 – Additional Covers

### Continental use/Compulsory insurance requirements

In addition to providing cover within the territorial limits, this policy, in compliance with EU directives, also provides the necessary cover to meet the laws on compulsory insurance of motor vehicles in:

- any other country which is a member of the European Union
- any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7(2) of EC Directive 2/166/CEE relating to civil liabilities arising from the use of a motor vehicle. (Eligible countries change from time to time. Your insurance intermediary should be able to tell you the current list of eligible countries).

The level of cover provided will be the minimum required to comply with the laws on the compulsory insurance of motor vehicles of the country in which the accident occurs. Where the accident occurred in another EU Member State, however, if the minimum cover required by the laws of Great Britain is wider than that of such EU Member State, the level of cover provided will be that applicable to Great Britain.

#### **If you take your vehicle abroad**

If you take your vehicle abroad the above cover only ensures that you meet minimum legal requirements whilst abroad. On request, your policy can be extended to provide the same level of cover in the EU and certain other European countries as you have within the territorial limits. To obtain this cover you must tell your Insurance intermediary of the details of your trip. We can then arrange for your policy to provide this cover. We will, (where applicable) supply you with a Green Card and advise you of the additional premium to be paid.

## Section 8

# Emergency treatment

We will reimburse any person using your vehicle for payments made under the Road Traffic Acts for emergency medical treatment.

## Section 9

# Public Liability Cover

We will cover you for all your legal responsibilities for damages arising directly from your business for accidental injury to any person not employed by you.

We will cover you for damage to property which includes:

- Costs and expenses incurred with our written consent.
- Liability arising out of your contract with any person, business or organisation or local authority but only to the extent required by the contract conditions and that we will conduct and control all claims arising from cover under this section.
- The maximum level of indemnity covers you for £5,000,000 with any excess of £250.

### Exceptions to Section 10 of your policy

- any amount over £5,000,000 for any one claim or series of claims from one event respect of injury to any person not employed by you or damage to property
- the excess shown in your policy schedule for of each and every claim under this section
- any loss or damage that occurs outside the territorial limits or where you are licensed to operate
- any injury to your employee(s)
- any liability from any vehicle owned leased, hired or worked upon by you or for which you are legally responsible
- any liability from property and/or premises owned leased, rented, hired and/or occupied by you or for which you are legally responsible
- any liability arising from any product, food or drink, sold or supplied by you or for which you are legally responsible
- any liability arising from any other business owned and/or operated by you whether or not related to your business as described in the policy schedule
- any liability as a result of a malicious or criminal act

- any liability as a result of an attack on a passenger
- any liability for loss of or damage to passengers' personal effects or luggage for which you are legally responsible
- any liability incurred or injury caused by the provision or administration of drugs to a person in your care suffering from a known medical condition where you have agreed to provide such treatment as part of your contract to transport that person
- any liability arising from wrongful arrest
- Punitive or exemplary damages or fines, penalties multiplication of compensatory awards or damages in any other form.

# General Exclusions

## Your policy does not cover the following:

any accident, bodily injury, loss or damage while any vehicle insured under this policy is being:

- used or driven other than in accordance with the terms of your certificate of motor insurance;
- driven by or is in the charge of any person for the purposes of being driven who:
  - does not have a licence to drive your vehicle;
  - has never held one or is disqualified from holding or obtaining such a licence;
  - is not complying with the terms and conditions of the licence;
  - does not have the appropriate licence for the type of vehicle.

We will not withdraw this cover:

- while your vehicle is in the custody or control of a member of the motor trade for the purposes of maintenance or repair, or an employee of a hotel or restaurant or car parking service for the sole purpose of parking;
- if the accident, bodily injury, loss or damage was caused as a result of the theft of your vehicle;
- if the person driving does not have a driving licence and you had no knowledge of such deficiency;
- any liability you have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist, except as provided under Section 3;

loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever or any consequential loss;

- any legal liability of any nature directly or indirectly caused by or contributed to by or arising from:
  - ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:
  - i. war, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;

any action taken in controlling, preventing, suppressing or in any way relating to i. above except where such liability is required by the Road Traffic Acts.

# General Conditions

## General Conditions apply to the whole of your Policy

### Claims procedure

1. As soon as reasonably possible after any incident, injury, loss or damage, you or your legal personal representative must telephone us with the full details of the incident. Any communication you receive about the incident should be sent to us immediately unanswered. You or your legal personal representative must also let us know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest or fatal enquiry.
2. You, or anyone else claiming under this policy, must not admit to any blame, promise any payment or refuse any claim without our written consent. If we want to, we can take over and conduct in your name, or in the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for our own benefit to recover any payment we have made under this policy. We shall have full discretion in the conduct of any proceedings or the settlement of any claim.
3. The person who is seeking payment under this policy shall give us all the information and assistance necessary for us to achieve settlement, including supplying all estimates, information and assistance as may be required by Us and Our appointed agents. This will include access to any camera or telemetric evidence of the incident if available.
4. Where there is a claim, or a number of claims arising out of one incident, and this relates to payment for liability for damage to property, we may, at any time, pay you the full amount we are required to pay under the policy (less any sums we have already paid in compensation) or, any lesser amount for which such claim or claims can be settled and, having done so, relinquish the conduct and control of such

claim(s) and be under no further liability for them. We will, however, be liable for the payment of costs and expenses of litigation, recoverable or incurred, in respect of matters prior to the date of such payment.

5. In the event that you decide to make your own arrangements for damage to your vehicle or you decide to pursue your claim directly against a Third Party instead of us handling the claim from day one and for whatever reason something goes wrong with your choice of recovery and we are asked to intervene and handle the claim, we as Insurer will limit our costs and liabilities to the amount that we would have incurred had the claim been handled by us.

### Cancelling this policy

To effect cancellation of your policy, you should contact your Insurance Intermediary.

### Cancellation by you during the cooling-off period

This insurance provides you with a cooling-off period to decide whether you wish to continue with the full policy. The cooling-off period is for 14 days from the date of inception or the date you receive your policy documentation (whichever is later).

If a period of less than 14 days has elapsed as above and you have not made a claim, you have the right to cancel the policy and receive a refund of the premium you have paid:

- if at the date of cancellation your policy has not yet commenced you will receive a full refund of the premium you have paid or
- If your policy has already commenced, you will receive a refund of premium equivalent to the unexpired period of cover on a pro rata basis.

# General Conditions (continued)

## Cancellation by you – after the cooling-off period

You may cancel this policy by contacting us through your Insurance Intermediary. Providing there have been no claims or incidents likely to give rise to a claim in the first period of insurance, we will refund the premium relating to any unused portion of cover using the following scale:

Period on Cover	Refund of annual premium
1 month	75%
2 months	70%
3 months	60%
4 months	50%
5 months	40%
6 months	30%
7 months	20%
8 months	10%
9 months or over	0%

In subsequent periods of insurance you will receive a refund of premium equivalent to the unexpired period of cover on a pro rata basis providing there have been no claims or incidents likely to give rise to a claim.

## Cancellation by us

We or your Insurance Intermediary may also cancel this policy at any time by sending not less than 7 days notice in writing to your last known address.

## Cancellation by us– for non-compliance with policy terms and conditions

The Insurers or your Insurance Intermediary may cancel this policy upon giving notice to you, and such cancellation will have immediate effect, if the Insurers or they become aware that you have been driving the Insured Vehicle otherwise than in accordance with the policy terms and conditions. If your policy is cancelled or you have made a claim under your policy or your policy has otherwise been terminated from its inception, in certain circumstances we may not be obliged to refund any premium.

## Misrepresentation

You must make a fair presentation of the risk to us. This means you must disclose at inception or variation to this policy and prior to each renewal every material circumstance which you know or ought to know and not make misrepresentations to us. If you do not make a fair presentation to us, we can:

- a. avoid this policy from inception or renewal if we would not have issued it or continued it knowing the true situation
- b. avoid a variation to this policy if we would not have accepted it had we known the true situation
- c. alter the terms of this policy from the date the non-disclosure or misrepresentation was made to those we would have applied had we known the true situation
- d. reduce the payment for a claim
- e. cancel this policy from the date the non-disclosure or misrepresentation was made.

This may result in claims not being paid or not being paid in full.

# General Conditions (continued)

## Other insurance

If at the time of any claim arising under this policy there is any other insurance policy covering the same loss, damage or liability, we will only pay our share of the claim.

This provision will not place any obligation upon us to accept any liability under Section 2 which we would otherwise be entitled to exclude under the exclusions to Section 2.

## Your duty to prevent loss or damage

You shall at all times take all reasonable steps to safeguard your vehicle from loss or damage. You shall maintain your vehicle in efficient condition and we shall have, at all times, free access to examine your vehicle.

## Arbitration

Where we have accepted a claim and there is disagreement over the amount to be paid, the dispute must be referred to an arbitrator to be agreed between you and us in accordance with the law at the time. When this happens, a decision must be made before you can take any legal action against us.

## Your duty to comply with policy conditions

Our provision of insurance under this policy is conditional upon you observing and fulfilling the terms, provisions and conditions of the policy and any clauses endorsed on it.

## Fraud

We will not pay for any claim if:

- a. you or anyone acting on your behalf mislead us in any way in order to get insurance from us, to obtain more favourable terms or to reduce your premium;
- b. any part of any claim is fraudulent, false or exaggerated.

In these circumstances, all cover will be cancelled from the date of the fraud or misrepresentation and no premium will be refunded. If we have made a payment we would not otherwise have made you must repay that amount to us.

We may also notify relevant authorities, so that they can consider criminal proceedings.

## Non payment of premium or outstanding premiums

Any claim payments made to you will be reduced by any outstanding premium payments in relation to this policy.

## Premium adjustment

Before the commencement of any period of insurance you will provide us with a schedule (in the form required) of all motor vehicles (and trailers if specific trailers are covered under this policy) covered under the definition of your vehicle contained in the definition of terms in this policy.

You will immediately provide us with details of motor vehicles (and trailers if specific trailers are covered under this policy) that you subsequently acquire or dispose of and in respect of these details you will pay us an additional premium or receive from us a refund calculated as agreed.

## Motor Insurance Database supply of vehicle details

You will immediately provide us with relevant details of all motor vehicles the use of which is covered by this policy as required by the relevant law applicable in Great Britain and Northern Ireland for entry onto the Motor Insurance Database.

## Salvage

We have the right to the salvage of any insured property.

# Complaints Procedure

## **Our Promise of Service**

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect, we welcome your feedback.

We will record and analyse your comments to make sure we continually improve the service we offer.

## **What will happen if you complain**

We will acknowledge your complaint promptly.

We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

## **What to do if you are unhappy**

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance intermediary or alternatively write to

Bollington Underwriting Limited trading as Anjuna Underwriting, Adlington Court, Adlington Business Park, Macclesfield, Cheshire SK10 4NL or telephone us on 0333 4000 612.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service,  
Exchange Tower, London E14 9SR  
Telephone: 0800 023 4567 (free from landlines)  
Or  
0300 123 9123

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not.

Following the complaints procedure does not affect your right to take legal action.

## **Forsikrings Garantifond and Financial Services Compensation Scheme**

We are members of the Forsikrings Garantifond Scheme and this is your first point of claim for financial compensation in the event of any financial failure by us.

Further information about the scheme is available from:

<http://www.skadesgarantifonden.dk>  
Philip Heymans Allé 1, 2900 Hellerup, Denmark  
Telephone: +45 41 91 91 91

Cover also exists under the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of your insurance and the circumstances of your claim.

Further information about the scheme is available from:

Financial Services Compensation Scheme,  
PO Box 300, Mitcheldean GL17 1DY  
Telephone: 0800 678 1100 or 020 7741 4100.



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**Registered Office: Adlington House, Adlington Road, Bollington, Macclesfield, Cheshire SK10 5HQ.**

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