

Welcome to your TaxiPremier

Policy Wording



PolicyPlan

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Introduction

This **policy wording** is evidence of a legally binding **contract** of insurance between **you** and **us**. **You** must read this **policy wording**, the **schedule**, the **statement of fact** and the **certificate of insurance** together. Please check all the above documents carefully to make certain they give **you** the cover **you** want.

In return for **your** premium, **we** agree to insure **you** under the terms, conditions and exclusions contained in this **policy wording**, or in any **endorsement** applying to this **policy wording**. **We** will provide the cover shown in the **schedule** for loss or damage that happens within the **territorial limits** during the **period of insurance**. **Our** provision of insurance under this **contract** is conditional upon **you** observing and fulfilling the terms, provisions, and conditions of this **policy wording**.

Please tell your **insurance intermediary** immediately if **you** have any questions, the cover does not meet **your** needs, or any part of **your** insurance **contract** is incorrect.

Important information

Your insurer

Sections 1-7 of this insurance are underwritten by Gefion Insurance A/S and managed on **our** behalf by PolicyPlan Limited.

Gefion Insurance A/S, Østergade 10,
1100 Copenhagen K, Denmark

Section 8 of this insurance is administered by Legal Insurance Management Ltd, arranged by Chief Vehicle Rentals Limited and underwritten by Royal & Sun Alliance Insurance plc.

Legal Insurance Management Ltd, Chief Vehicle Rentals Limited and Royal & Sun Alliance Insurance plc are registered in the UK and authorised and regulated by the Financial Conduct Authority.

Section 9 of this insurance is underwritten by Faraday MGA Limited for and on behalf of Berkshire Hathaway International Insurance Limited

Faraday MGA Limited is a limited company registered in England under company number 10955079. The registered office of Faraday MGA Limited is: Faraday MGA Limited, Corn Exchange, 55 Mark Lane, London EC3R 7NE. Faraday MGA Limited is authorised and regulated by the Financial Conduct Authority. Berkshire Hathaway International Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Your insurance contract has been arranged for **you** by **your insurance intermediary** who will administer **your** insurance on **our** behalf.

Details about the extent of **our** and **your insurance intermediary's** authorisation and regulation by the Financial Conduct Authority can be checked on the Financial Conduct Authority's register by visiting www.fca.org.uk/firms/systems-reporting/register or by contacting the Financial Conduct Authority on 0300 500 8082

Telephone recording

For **our** joint protection telephone calls may be recorded and monitored by **us, your insurance intermediary** and **our** service providers.

Use of language

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

Your insurance intermediary

In the event that **we** are unable to continue to trade with **your insurance intermediary** because they have ceased to trade through bankruptcy or liquidation or in the event that their relevant FCA authorisation is revoked **we** reserve the right to pass **your contract** and all details on to another intermediary. If **you** do not wish this to happen then please put **your** request in writing to **us**.

Contracts (Rights of Third Parties) Act 1999

This insurance does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation by any person who is not named as the insured and both the insurer and insured may amend, cancel or lapse this insurance without giving notice to, or requiring the consent of, any other third party. However, this will not preclude rights enforceable under the Third Parties (Rights against Insurers) Act 2010.

Claims procedure

Sections 1-7

IMPORTANT

Your duties in the event of a claim or an incident which may give rise to a claim

If **you** need to make a claim, or need to report an incident which may give rise to a claim under any section of this **contract**, call the 24 hour claim helpline immediately on: +44 (0)345 319 9999

You or the driver involved must report any incident likely to give rise to a claim within 48 hours from the time of the incident. If this condition is not met and in the event that the incident leads to a claim, **your** total **excess** for the claim will increase by £500.

Claims reporting period	Excess applicable
Accidental damage, fire and theft excess when any incident is reported to the claims helpline within 48 hours of its occurrence:	Total excess as detailed in your schedule .
Accidental damage, fire and theft excess in all other instances:	Total excess as detailed in your schedule PLUS an additional £500

If **you** delay reporting a claim to **us** it may increase claim costs, which **you** will become liable to pay. It may also invalidate **your** right to claim. If the loss or damage is covered by the **contract** **our** appointed claims representatives will arrange for the vehicle to be removed to the nearest approved repairer, competent repairer or place of safety, and safeguard the vehicle and its contents.

If **you** have comprehensive cover and the **insured vehicle** is being repaired by an approved repairer appointed by **our** claims representative, they will provide **you** with a courtesy vehicle for personal use. (Subject to availability).

If **your** claim is due to theft, attempted theft, malicious damage or vandalism, **you** must also notify the police and obtain a crime report number.

Claim settlement

We will have the right to settle a claim by:

1. the payment of money.
2. reinstatement or replacement of the property lost or damaged.
3. repair of the property lost or damaged.

If **we** decide upon reinstatement, replacement or repair **we** will do so in a reasonable manner but not necessarily to its exact previous condition or appearance. **We** will not spend on any one item more than its sum insured.

Please note that, in the event of a total loss, settlement will be based on the current **market value** of the **insured vehicle** or the value stated in the **schedule**, whichever is the lower, unless the **insured vehicle** is eligible for "new vehicle replacement" at the time of the loss. **We** will usually ask an engineer to give **us** advice about the **market value** of the **insured vehicle**, referring to guides of vehicle values and any other relevant sources.

We have the right to remove the motor vehicle at any time. If the vehicle is damaged beyond economical repair **we** will arrange for it to be stored safely at premises of **our** choosing.

We will not pay for further damage to the **insured vehicle** if **you** drive it or attempt to drive it in a damaged condition.

Courtesy car (Comprehensive Cover only)

If a valid claim is made under this **contract**, and the **insured vehicle** is to be repaired by one of **our** approved repairers, the repairer will provide **you** with a courtesy car (subject to availability) for the duration of the repairs. Please note the duration of repairs will be deemed complete, and therefore cover under this section will cease, once the satisfaction note has been signed for release of the **insured vehicle**, unless **we** agree otherwise in writing.

If the parts required to repair the **insured vehicle** are not immediately available to **our** approved repairer **we** reserve the right to withhold the provision of a courtesy car until such time as the necessary parts are available and repair work can proceed.

If the **insured vehicle** is accepted by **our** approved repairer as being a repairable proposition, but it is subsequently deemed by **us** to be beyond economical repair, **we** reserve the right to withdraw the courtesy car immediately.

The courtesy car can only be provided subject to availability and will be supplied subject to **our** approved repairer's standard terms and conditions, for use in the United Kingdom only.

Our aim is to keep **you** mobile rather than the courtesy car being a replacement for the **insured vehicle** in terms of status or performance. The courtesy car will normally be a small hatchback of less than 1200cc.

Driving of the courtesy car will be limited solely to those persons shown as entitled to drive on **your certificate of motor insurance** and who are not excluded from driving by endorsement.

The use of the courtesy car will be restricted to social, domestic and pleasure purposes only and will not include use for the carriage of goods or passengers for hire or reward.

While **you** are in possession of the courtesy car, cover for loss of or damage to the car will be provided by this policy in accordance with its terms, endorsements and conditions, including **excesses** for which **you** will be responsible.

We will not make a charge for this cover. Any accidents or losses while **you** are in possession of the courtesy car must be reported to **us** immediately.

You must return the courtesy car to **our** approved repairer either when **we** ask you to do so or if this insurance falls due for renewal and you fail to renew it with **us**.

Negotiation or settlement

You must not admit, deny, negotiate or settle any claim without **our** written consent.

Salvage

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

Subrogation rights

We are entitled to:

1. take the benefit of rights against another person prior to or after **we** have paid a claim
2. take over the defence or settlement of a claim against **you** by another person.

To help us settle your claim

It is **your** responsibility to prove any loss and therefore **we** may ask **you** to provide receipts, valuations, photographs, and any other relevant information and documents and assistance **we** may require to help with **your** claim.

We will have absolute discretion in the conduct of proceedings or in the settlement of any claim and **you** must give **us** whatever co-operation, information and assistance necessary. To effect cancellation of **your contract**, **you** should contact **your insurance intermediary**.

Section 8

Important information

All potential claims must initially be reported to the Claims Helpline Service.

The Legal Claims Notification & Advice Helpline Service telephone number is 0344 800 0128.	Operates 24 hours a day 365 days a year.
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Please note that the Legal Claims Notification & Advice Helpline service is not empowered to give advice on the admissibility of any claim under this policy.

If you wish to make a claim or you have a query relating to policy cover you should contact:	Claims Department Legal Insurance Management Ltd 1 Hagley Court North, The Waterfront Brierley Hill, West Midlands DY5 1XF
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This is a 'Claims Made' policy. It only covers claims notified to **us** during the **period of insurance** and within 30 days of any circumstance which may give rise to any claim. Failure to do so could lead **us** to decline that claim.

Section 9

IMPORTANT

If **you** need to make a claim, or need to report an incident which may give rise to a claim under any section of this policy, call the 24 hour claim helpline immediately on: +44 (0)345 319 9999

Please note that in respect of Section 9 Public liability only, the following applies:

1.
 - a. It is a condition precedent to liability that **you** give notice in writing without delay of anything which may give rise to any claim being made against **you** and for which there may be liability under this **policy**. If **you** do not do so **we** may reject or be unable to deal with **your** claim or be unable to pay **your** claim in full.
 - b. It is a condition precedent to liability that **you** give notice in writing without delay when any claim is actually made against **you** (whether written or oral) and for which there may be liability under this **policy**. If **you** do not do so **we** may reject or be unable to deal with **your** claim or be unable to pay **your** claim in full.
 - c. It is a condition precedent to liability that **you** advise **us** in writing without delay if at any time **you** know of any impending prosecution, inquest or fatal accident inquiry in connection with any claim or circumstance notified under (a) or (b) above. If **you** do not do so **we** may reject or be unable to deal with **your** claim or be unable to pay **your** claim in full.
2. It is a condition precedent to liability that **you** shall without delay provide **us** with such particulars and information as **we** may require in relation to any **occurrence** or claim notified to **us**, and shall forward to **us**, without delay on receipt, every letter, claim form, writ, summons, process, or any other legal papers. If **you** do not do so **we** may reject or be unable to deal with **your** claim or be unable to pay **your** claim in full.

Additional information

The following does not form part of the **contract**

Vehicle crime – learn how to beat the criminals.

Most crime prevention methods are common sense:

1. Never leave valuables on show.
2. Use good quality locks and security devices.*
3. Always ensure **your** steering lock is on when **you** leave **your** vehicle and use a steering wheel lock.*
4. Fit locking wheel nuts to **your** wheels.
5. Don't make life easier for thieves, always remove the keys from **your** vehicle and lock it when **you** leave it, even temporarily. Not to do so may

invalidate **your** cover so lock it or lose it!

6. Remove any entertainment equipment if **you** can. Remove any **personal belongings** especially mobile phones, PDA or cash.
7. Always park **your** vehicle in a secure location, in **your** own garage or a secure public garage if possible.
8. Always lock **your** vehicle and activate any alarm and/or immobiliser when **you** leave it.

You can obtain further information from **your** local Crime Prevention Officer at **your** local police station, or visit: [http:// www.secureyourmotor.gov.uk/](http://www.secureyourmotor.gov.uk/)

* **We** recommend **you** install security devices such as steering wheel locks, alarms and immobilisers that are accredited by Thatcham Motor Insurance Repair and Research Centre.

For further information visit: <http://www.thatcham.org/>

Definitions

The following words or phrases have the same meaning wherever they appear and are shown in **bold** throughout this **contract**.

Accessories

Accessories made available for the vehicle by the manufacturer as optional extras and supplementary parts which are permanently fitted to, and are integral to the **insured vehicle** and which cannot operate independently of the **insured vehicle**. This includes in car entertainment equipment.

Accessories of the trade

Permanently fitted communication equipment, taximeters, in-cab data systems, in-vehicle cameras, navigational equipment, roof signs and taxi signs, fire extinguishers, first aid kits and portable wheelchair ramps.

Certificate of motor insurance

Legal evidence of **your** insurance. It is one part of the **contract**. It shows the vehicles **we** are insuring, who may drive the **insured vehicle**, what it may be used for and the **period of insurance**.

Contract

The **policy wording**, the **certificate of motor insurance** and the insurance **schedule**

Endorsements

Something which alters **your** insurance cover. **Your** cover will be affected by any endorsement that is shown on the **schedule** (such endorsements may add exclusions to the cover or require **you** to take action such as fitting approved security.) More than one endorsement may apply. If **you** do not comply with the relevant endorsement(s), **we** may refuse to deal with the claim.

Excess

The amount **you** have to pay towards each claim **you** make under this **contract**. There may be more than one excess, part of which may be voluntary (where **you** have chosen to take an excess to receive a discount on **your** premium). The amount of the excess is shown on the **schedule**.

Family or household

Any member of the policyholder's family, or any other person, who is a permanent or temporary resident at the policyholder's address.

Insurance intermediary

The person or company **you** purchased this **contract** from.

Insured vehicle

The vehicle(s) shown on the current **schedule** and **certificate of motor insurance**.

Market value

The cost at the date of the accident or loss of replacing the **insured vehicle**, if possible, with one of a similar make, model, age, condition and mileage.

Period of insurance

The length of time covered by this **contract**, as shown on the current **schedule** and **certificate of motor insurance**.

Personal belongings

Certain property in the **insured vehicle**, which **you** wear or use in everyday life which belongs to **you**.

Policy wording

This booklet, which sets out the details of cover and all the terms and conditions which apply. It is one part of the **contract**.

Salvage

If **we** settle **your** claim by replacing **your insured vehicle** or paying **you** the **market value**, the **vehicle** will become **our** property.

Statement of fact

The documents filled in by **you**, or on **your** behalf by an **insurance intermediary**, or someone else, and all other information **you** gave and declarations made at the time the insurance was arranged and on which **we** have relied when agreeing to offer this **contract**. It is an offence under the Road Traffic Act to make false statements in order to obtain a **certificate of motor insurance**.

Schedule

Forms part of the **contract** and confirms details of **you**, the **insured vehicle(s)** and the cover which applies. It is one part of the **contract**.

Territorial limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. It also includes travelling by sea, air or rail between these places.

Tool of trade

Any vehicle, trailer, attachment, equipment or apparatus operated as a tool other than for the carriage of goods or passengers.

We, our, us

Sections 1 – 7: Gefion Insurance A/S

Section 8: Legal Insurance Management Ltd on behalf of Royal & Sun Alliance Insurance plc.

Section 9: Faraday MGA Limited for and on behalf of Berkshire Hathaway International Insurance Limited

You, your

The person, company or trading name (including subsidiary companies) shown as the Insured on the **schedule** and **certificate of motor insurance**.

Cover

Section 1 – Third party motor liability

What is covered

We will insure **you** against everything **you** legally have to pay to people who claim for damages against **you**, costs and expenses if they arise from a claim caused by an accident while **you** are driving, loading or unloading (directly from the **insured vehicle**), or in charge of the **insured vehicle**, if **you** kill or injure other people. **We** will also insure **you** for **your** legal liability for damage to their property (including any related indirect loss) up to £5,000,000 including costs and expenses incurred, up to a maximum of £2,000,000. **We** will also insure **you** while the **insured vehicle** is towing a trailer or any one vehicle, so long as the towing is allowed by law and the trailer or broken-down vehicle is attached properly to the **insured vehicle** by towing equipment made for this purpose.

What is not covered

1. Loss or damage to the **insured vehicle**, trailer or vehicle being towed.
2. Any amount above £5,000,000 for damage to other people's property (including any related indirect loss) including costs and expenses incurred, up to a maximum of £2,000,000.
3. Death or injury to the person driving or in charge of the **insured vehicle** or to any person being carried in or on, or getting into or out of, or getting on to or off, a trailer or vehicle being towed.
4. Liability for death or injury to any employee of the person insured arising during the course of their employment.
5. Driving other cars extension. **You** are not covered under this **contract** to drive any vehicle other than the **insured vehicle**.
6. Any liability that is not required to be covered under the terms of the Road Traffic Act whilst **you** are loading or unloading directly from the **insured vehicle**, unless such liability arises while **you** are carrying out **your** reasonable and proper duties in the course of **your** business or occupation as a licensed hire and reward driver.
7. **We** will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been affected.

Insuring others – what is covered

We will also insure the following people under this section.

1. Any person **you** allow to use the **insured vehicle** as long as **your** current **certificate of motor insurance** says they can and they are not excluded from driving by an **endorsement** shown on the **schedule**.
2. Any person (other than the person driving) being carried in, or getting in or out of, the **insured vehicle** or any person who causes an accident while they are travelling in, or getting in or out of, the **insured vehicle**.
3. If anyone covered by the **contract** dies, **we** will cover their legal representative to deal with any claims made against that person's estate.

Insuring others – what is not covered

1. Legal liability if **your** current **certificate of motor insurance** does not cover the person using the **insured vehicle**, or if the person using the **insured vehicle** is excluded from driving or holding a valid licence, or using the **insured vehicle** as a result of the general exclusions, general conditions and any **endorsements**.
2. Any liability that is not required to be covered under the terms of the Road Traffic Act whilst any person is loading or unloading directly from the **insured vehicle**.
3. Any liability, injury, loss or damage resulting from anything sold, transported or supplied by **you** or on **your** behalf.

Costs of legal representation – what is covered

If **we** agree in writing first, **we** may pay for the following legal fees if they arise from a claim caused by an accident that is covered under this **contract**.

1. The solicitor's fee for representing anyone **we** insure at a court of summary jurisdiction, fatal accident enquiry or coroner's inquest.
2. The reasonable costs of legal services **we** arrange for defending an insured person against a charge of manslaughter or causing death by dangerous driving.

We may, at any time, stop paying the legal costs.

Costs of legal representation – what is not covered

1. Any costs which have not first been agreed in writing by **us** or arising from a claim caused by an accident which is not covered under this **contract**.
2. Any costs where **we** have chosen to stop payments arising from a claim which is covered as a result of the general exclusions, general conditions and **endorsements**.

Emergency medical treatment - what is covered

We will pay for the emergency treatment fees, as required by the Road Traffic Acts, after an accident involving the **insured vehicle**:

1. **We** must, by law, provide this cover.
2. If this is the only payment **we** make, **your** no claims discount will not be affected.

Emergency medical treatment - what is not covered

1. Any amount that is more than the compulsory fee.

Section 2 – Fire and theft

What is covered

We will cover **you** for loss or damage to the **insured vehicle** that is caused by fire, lightning, explosion, theft or attempted theft and malicious damage. This includes **accessories of the trade** in or on it.

New vehicle replacement

If, within 6 months of **you** buying the **insured vehicle** from new and **you** were the first registered owner, it is:

1. stolen and not recovered, or
2. damaged so that repairs will cost more than 65% of the manufacturer's price list (including taxes and the cost of accessories) at the time of the loss or damage;

We will replace the **insured vehicle** with a new one of the same make, model and specification. If a replacement vehicle of the same make, model and specification is not available **we** will, where possible, provide a similar vehicle of identical list price.

New vehicle replacement does not apply if:

1. **You**, or anyone **we** know has an interest in the **insured vehicle**, does not agree.
2. The **insured vehicle** is more than 6 months old at the time of the loss or damage.
3. **You** were not the first registered owner of the **insured vehicle**, including if the insured vehicle was pre-registered by the motor dealer from whom it was purchased.
4. **You** did not buy the insured vehicle from new.
5. The repairs cost less than 65% of the manufacturer's price list (including taxes and the cost of **accessories**).
6. **You** wish to have the claim settled on a cash basis when the most we will pay is the market value of the insured vehicle and its accessories at the time of the loss or damage.

We are not liable for the consequences of any delay in getting the replacement vehicle.

What is not covered

1. Wear and tear, mechanical, electrical, electronic and computer failure, breakdowns or breakages.
2. Compensation for **you** not being able to use the **insured vehicle**, any delay where **we** have to get new parts or **accessories** or they are unavailable, or the value of the **insured vehicle** reducing for any reason.
3. Any other loss
4. Loss or damage if **you** have not taken reasonable care to protect the **insured vehicle** (see 'Care of the Vehicle' under the general conditions).
5. Loss or damage from repossession of the **insured vehicle** and returning it to its rightful owner.

6. Loss or damage from any agreement or proposed transaction for selling or hiring the **insured vehicle** or someone taking the **insured vehicle** by fraud, trickery or deception or attempting to purchase the **insured vehicle** by fraudulent means.
7. Loss or damage arising from the **insured vehicle** being taken or driven by a person who is not an insured driver but is a member of the policyholder's **family or household**, or being taken or driven by an employee or ex-employee.
8. Loss or damage caused deliberately by **you** or any person driving the **insured vehicle** with **your** permission. Any additional damage resulting from the **insured vehicle** being moved by **you** after an accident, fire or theft. Any storage charges unless **you** tell **us** about them and **we** agree in writing to pay for them.
9. Tools of trade, **personal belongings**, documents or goods.
10. Radios, cassette, compact or mini disc players, MP3 players Personal Digital Assistants (PDA's), tapes or discs, televisions, computer game consoles or games and accessories, Citizen-Band radios and accessories.
11. Mobile telephones or portable telephone equipment
12. Any loss or damage up to the amount of the **excess** that appears on **your schedule**.
13. Any loss for theft or attempted theft where the vehicle has been left unlocked and/or the ignition key or other ignition control device is left in, on or in the immediate proximity of the vehicle.
14. Any satellite navigation equipment or **accessories**, not permanently fitted to the **insured vehicle**.
15. Any loss or damage caused by failure to maintain the **insured vehicle** and safeguard it from such loss or damage.
16. Any loss or damage from the **insured vehicle** being confiscated, disposed of or destroyed by or under order of any government or public or local authority order.
17. If at the time of the claim there is any other policy covering the same property or occurrences insured under this **contract we** will be liable only for **our** proportionate share. If such other policy has a provision which prevents it from contributing in a like manner, the most **we** will only pay **our** rateable proportion of the loss.
18. **We** will not pay for loss or damage arising from theft unless the vehicle has been securely locked at all points of access, any security devices are in full and effective operation and the keys are removed from the **vehicle**.

Section 3 – Accidental damage

This section only applies if you have Comprehensive cover.

What is covered

We will cover **you** for loss or damage to the **insured vehicle**. This includes **accessories of the trade** in or on it.

New vehicle replacement

If, within 6 months of **you** buying the **insured vehicle** from new and **you** were the first registered owner, it is:

1. stolen and not recovered, or
2. damaged so that repairs will cost more than 65% of the manufacturer's price list (including taxes and the cost of **accessories**) at the time of the loss or damage;

We will replace the **insured vehicle** with a new one of the same make, model and specification. If a replacement vehicle of the same make, model and specification is not available **we** will, where possible, provide a similar vehicle of identical list price.

New vehicle replacement does not apply if:

1. **You**, or anyone **we** know has an interest in the **insured vehicle**, does not agree.
2. The **insured vehicle** is more than 6 months old at the time of the loss or damage.
3. **You** were not the first registered owner of the **insured vehicle**, including if the **insured vehicle** was pre- registered by the motor dealer from whom it was purchased.
4. **You** did not buy the **insured vehicle** from new.
5. The repairs cost less than 65% of the manufacturer's price list (including taxes and the cost of **accessories**).
6. **You** wish to have the claim settled on a cash basis when the most **we** will pay is the **market value** of the **insured vehicle** and its **accessories** at the time of the loss or damage.

We are not liable for the consequences of any delay in getting the replacement vehicle.

What is not covered

1. Any loss or damage described in 'what is not covered' under the fire and theft section of this **contract**. **We** also do not cover the following:
2. Damage to tyres caused by wear and tear, braking, punctures, cuts or bursts.
3. Damage caused by frost, unless **you** have taken reasonable care to stop the damage happening and have followed the manufacturer's instructions to avoid liquid freezing in your vehicle.
4. Loss or damage arising from the **insured vehicle** being filled with the wrong fuel.

5. Any satellite navigation equipment or **accessories** not permanently fitted to the **insured vehicle**.
6. If at the time of the claim there is any other policy covering the same property or occurrences insured under this **contract we** will be liable only for **our** proportionate share. If such other policy has a provision which prevents it from contributing in a like manner, the most **we** will only pay **our** rateable proportion of the loss.

Section 4 – Windscreen and windows

This section only applies if you have Comprehensive cover.

What is covered

We will pay for accidental damage to the **insured vehicle's** windscreen or windows. If this is the only damage **you** are claiming for, **your** no claims discount will not be affected. The maximum amount **we** will pay:

1. For any one claim if the windscreen or window is replaced or repaired by **our** approved repaired is £1000.
2. For any one claim if any other supplier carries out the repair or replacement is £200.

What is not covered

1. Damaged sunroofs, roof panels including damage to any part of a convertible hood, lights or reflectors, even if they are made of glass.
2. The **excess**, whether **you** have **your** windscreen or window repaired or replaced. The amount of **excess** for windscreen/glass repair is £15 and the **excess** for windscreen/glass replacement is £100. The **excess** must be paid direct to the repair or replacement company.
3. Extra costs for the work to be carried out outside normal hours, unless the windscreen is shattered or the driver's vision or the security of the **insured vehicle** is affected.
4. Malicious damage.

Section 5 – Personal accident, driver’s personal belongings, fare paying passengers’ personal belongings and medical expenses

This section only applies if you have Comprehensive cover.

Personal accident – what is covered

If **you**, **your** husband, **your** wife or **your** civil partner (as defined in the Civil Partnership Act 2004) are involved in a car accident, **we** will pay the amounts shown below if, within three months of the accident, it directly causes one of the following:

Death	£2500
Total loss of one or more limbs	£2500
Permanent blindness in one or both eyes	£2500

The most **we** will pay is the limit for any one cause of death or injury during any one **period of insurance**. If the injured person is insured by **us** under any other contract, **we** will only pay out under one contract. **We** will only make a payment if the injury or death is directly connected with an accident involving the **insured vehicle**, and not if it happens while **you**, **your** husband, **your** wife or **your** civil partner were travelling in or getting into or out of any other vehicle that **you** do not own and is not hired or leased to **you**.

Personal accident – what is not covered

1. Anyone who is under 21 or 75 or older at the time of the accident.
2. Death or bodily injury caused by suicide or attempted suicide, self-injury or by drugs, alcohol or anything taken or inhaled.
3. Death or bodily injury caused by disease, physical sickness or disability.
4. Anyone failing to keep to the law regarding the use of seat belts.

Driver’s personal belongings – what is covered

We will pay up to £250 for **personal belongings**, which belong to **you**, in the **insured vehicle**, if they are lost or damaged because of an accident, fire, theft or attempted theft.

Driver’s personal belongings – what is not covered

1. Money, phones or phone equipment, navigation equipment, computers or computer equipment and **accessories** when the **insured vehicle** is left unlocked or unattended.
2. **Personal belongings** which do not belong to **you**.
3. Personal belongings covered by any other insurance.
4. Stamps, tickets, documents, securities, jewellery or furs.
5. Goods, tools of trade, money or samples connected with **your** work or any other trade, or any container for these things.
6. Radios, cassette, compact or mini disc players, MP3 players, Personal Digital Assistants (PDA’s), tapes or discs, televisions, computer game consoles or games and accessories, Citizen-Band radios and accessories.
7. Keys, remote control or security devices.
8. Property taken from an unlocked vehicle or which **you** have not taken reasonable care to protect from loss or damage.

Fare paying passengers’ personal belongings – what is covered

We will pay up to £250 per passenger for personal belongings or luggage belonging to any fare paying passenger if they are lost or damaged because of an accident, fire, theft or attempted theft whilst in or on the **insured vehicle** or any trailer so long as the towing is allowed by law and the trailer is attached properly to the **insured vehicle** by towing equipment made for this purpose.

Fare paying passengers’ personal belongings – what is not covered

1. Any loss or damage to personal belongings which are not securely fastened in an appropriate manner to the **insured vehicle**.
2. Personal belongings covered by any other insurance.
3. Money, stamps, tickets, documents, securities, jewellery or furs.
4. Goods, tools of trade or samples connected with any trade or business, or any container for these things.
5. Radios, cassette, compact or mini disc players, MP3 players, Personal Digital Assistants (PDA’s), tapes or discs, televisions, phones or phone equipment, navigation equipment, computers or computer equipment and accessories, computer game consoles or games and accessories, Citizen-Band radios and accessories.
6. Property taken from an unlocked vehicle or which **you** have not taken reasonable care to protect from loss or damage.

Medical expenses - what is covered

If **you** or **your** passengers are injured because of an accident involving the **insured vehicle**, **we** will pay up to £100, in addition to the compulsory Emergency Medical Treatment fee (see Section 1), for each person for any medical treatment they receive.

Medical expenses - what is not covered

Any medical expenses if **you** do not have cover under this section.

Section 6 – Driving abroad

Minimum insurance - what is covered

We provide the minimum cover that applies to the country concerned to allow **you** to use the **insured vehicle** covered by this **contract** in:

1. Any country which is a member of the European Union, Andorra, Iceland, Norway and Switzerland.
The minimum cover automatically provided by this **contract** may vary from country to country.

Minimum insurance -what is not covered

1. Damage to the **insured vehicle**
2. Customs and Excise duty
3. **We** will not pay any claim if any loss, damage or liability covered under this **contract** is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this **contract** not been affected.

Section 7 – Lock replacement (stolen keys)

What is covered

If the keys, lock transmitter or entry card for the keyless entry system of **your insured vehicle** are stolen, **we** will pay up to a maximum of £250 towards the cost of replacing:

1. the door and boot locks
2. the ignition and steering locks
3. the lock transmitter; and
4. the entry card

provided that **we** are satisfied that the identity or location of **your insured vehicle** is known to any person who may have the keys, transmitter or entry card, and reasonable care is taken to safeguard the keys, transmitter or entry card from loss.

What is not covered

1. Any amount in excess of £250.

Section 8 - Motor legal expenses insurance

Specific definitions

Agent

The agent appointed by the coverholder to transact this insurance with **you**.

Authorised professional

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by **us** under the terms and conditions of this policy to represent **your** or an **insured person's** interests.

Claim Limit(s)

The amount **we** will pay in respect of any one claim and the total amount payable within any one **legal proceeding** as specified within the **schedule**.

Court

A Court, tribunal or other competent authority.

Event

The initial event, act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for indemnity against **us**.

Excess

The first amount of each and every claim as detailed on the **schedule** or insured **event**.

Indirect Losses

Losses or damage which is not directly associated with the incident that caused **you** to claim, unless expressly stated in this policy.

Insured Person

The **policyholder** and any other person authorised by **you** to drive or to be a passenger in or on the **insured vehicle**.

Insured Vehicle

A vehicle that **you** own or for which **you** are legally responsible including any caravan or trailer whilst being legally towed.

Insurer

This insurance is administered by Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance Insurance plc.

Legal Proceedings

When formal legal proceedings are issued against an opponent in a Court of Law.

Period of Insurance

The period of insurance shown in the **schedule**.

Policyholder, You, Your

The person or company who has paid the premium and is named in the **schedule** as the **policyholder**.

Professional Fees

Legal fees and costs properly incurred by the **authorised professional**, with **our** prior written authority, including costs incurred by another party for which **you** are made liable by Court Order or may pay with **our** consent in pursuit of a civil claim within the **territorial limits** arising from an Insured **event**. **Professional fees** will include VAT where it cannot be recovered.

Prospects of Success

At least a 51% chance of the **insured person(s)** achieving a favourable outcome.

Schedule

The document which shows details of **you** and this insurance and is attached to and forms part of this policy.

Standard Professional Fees

The level of **professional fees** that would normally be incurred by **us** in using a nominated **authorised professional** of **our** choice.

Territorial Limits

The United Kingdom (England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.

Terrorism

The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

Time of Occurrence

Civil Cases - when the **event** occurred or commenced whichever is the earlier.

Criminal Cases - when **you** or an **insured person** commenced or is alleged to have commenced to violate the criminal law in question.

We, Us, Our

Legal Insurance Management Ltd and Royal & Sun Alliance Insurance plc.

What is covered

Upon payment of the policy **excess** if applicable, **we** will indemnify **you** in accordance with **our standard professional fees** and where requested by **you** any other **insured person** up to the **limit of indemnity** subject to the terms, conditions and exclusions of this policy, against **professional fees** arising from an insured event within the **territorial limits** where **you** notify **us** during the **period of insurance** and within 30 days of the **time of occurrence** of the **event**.

Claim Limit(s)

The most we will pay in respect of any one claim and the maximum amount payable per period of insurance is £100,000.

Insured events

Personal Injury

Pursuing a civil claim following a road accident involving the **insured vehicle** and resulting in the death of or bodily injury to an **insured person**.

This does not cover:

- a. any injury or illness not caused by a sudden or specific accident.
- b. any claim arising from a stress or psychological related condition.

Uninsured Loss Recovery

A road accident involving the **insured vehicle** and resulting in uninsured losses being incurred by an **insured person**.

What is not covered

This insurance does not cover:

1. **Professional fees** incurred:
 - a. in respect of any **event** where the **time of occurrence** commenced prior to the commencement of the insurance.
 - b. where the **insured person** should reasonably have realised when purchasing this insurance that a claim under this insurance might occur.
 - c. before **our** written acceptance of a claim.
 - d. before **our** approval or beyond those for which **we** have given **our** approval.
 - e. where **you** fail to give proper instructions in due time to **us** or to the **authorised professional**.
 - f. where **you** are responsible for anything which in **our** reasonable opinion prejudices **your** case
 - g. if **you** withdraw instructions from the **authorised professional**, fail to respond to the **authorised professional**, withdraw from the legal proceedings or the **authorised professional** refuses to continue to act for **you**.
2. The pursuit continued pursuit or defence of any claim if **we** consider it is unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred.
3. Claims which are conducted by **you** in a manner different from the advice or proper instructions of **us** or the **authorised professional**.
4. Appeals unless **you** notify **us** in writing of **your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and **we** consider the appeal to have reasonable chance of success.
5. Any **professional fees** and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected.
6. Damages, fines or other penalties **you** are ordered to pay by a **court**, tribunal or arbitrator.
7. Claims arising from an **event** arising from **your** deliberate act, omission or misrepresentation.
8. **legal proceedings** outside the **territorial limits** and proceedings in constitutional international or supranational **courts** or tribunals including the European **Court** of Justice and the Commission and **Court** of Human Rights.
9. A dispute which relates to any compensation or amount payable under a contract of insurance.
10. A dispute with **us** not dealt with under the Arbitration Condition.
11. An application for judicial review.
12. Any **professional fees** incurred in defending or pursuing new areas of law or test cases.
13. Any matter in respect of which an **insured person** is entitled to Legal Aid where **our** liability shall be limited to the sum equal to any assessed income-based contribution payable by the **insured person** towards **professional fees** incurred under the Crown **Court** Means Testing scheme where this applies.
14. Any **professional fees** relating to **your** alleged dishonesty, deliberate and wilful criminal acts or omissions or where there is an allegation that the **insured person** was in control of the vehicle whilst under the influence of alcohol or drugs (whether prescribed or otherwise);

15. Any claim where **your** motor **insurer** is entitled to repudiate **your** motor policy or refuse indemnity.
16. Any claim where an **insured person** (not being the **policyholder**) is driving under a 'driving other cars' extension to their motor insurance policy.
17. Claims arising out of the use of an **insured vehicle** by an **insured person** for racing, rallies, trials or competitions of any kind.
18. Travelling expenses, subsistence allowance or compensation for absence from work in pursuit of an **insured person's** claim.
19. Any claim if an **insured person** has never held (or has been disqualified from holding or obtaining) a driving licence at the time of the **event**.
20. Claims made by an **insured person** against any authorised passenger in the **insured vehicle**.
21. Claims for passengers where there is a conflict of interest between **you** or the authorised driver and any other passenger(s).
22. The costs of a hire car that **we** have not, in advance, agreed to pay for in writing.
23. Any direct or indirect liability, loss or damage caused:
 - a. to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
 - b. by computer viruses.
This does not apply to legal proceedings connected with claiming compensation following **your** death or bodily injury.
24. Any claim or expense of any kind caused directly or indirectly by:
 - a. ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or nuclear fuel; or
 - b. the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
25. Any loss or damage caused by any sort of war, invasion or revolution.
26. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
27. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **terrorism**. For the purpose of this exclusion, "**terrorism**" means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

Specific conditions

IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY. FAILURE TO COMPLY WITH THESE TERMS COULD MEAN THAT WE DECLINE TO PAY YOUR CLAIM.

This is a policy where **you** must notify **us** during the **period of insurance** and within 30 days of any circumstances which may give rise to any claim under this policy. Failure to do so could mean that **we** decline to pay a claim for **your professional fees**.

All potential claims must initially be reported to **our** appropriate Claims Helpline and Notification Services detailed below (operates 24 hours a day 365 days a year): -

Legal Claims Notification & Advice Helpline Service - 0344 800 0128

This Helpline service is only in respect of legal issues and cannot assist with any other insurance matter.

1. If **you** can convince **us** that there are **prospects of success** in **your** claim and that it is reasonable for **professional fees** to be paid, **we** will: -
 - a. take over the claim on **your** behalf
 - b. appoint a specialist of **our** choice to act on your behalf.
2. **We** may limit the **professional fees** that **we** pay under the policy where: -
 - a. **we** consider it is unlikely a reasonable settlement of **your** claim will be obtained; or
 - b. there are insufficient prospects of obtaining recovery of any sums claimed; or
 - c. the potential settlement amount of **your** claim is disproportionate compared with the time and expense incurred in pursuing or defending your claim.
3. Where it may cost **us** more to handle a claim than the amount in dispute **we** may at **our** option pay to **you** the amount in dispute which will then constitute the end of the claim under this policy.
4. If Legal Proceedings have been agreed by **us**, **you** may at this stage decide to nominate and use **your** own solicitor or indeed, **you** may wish to continue to use **our** own specialists. If **you** decide to nominate **your** own professional, **we** must agree this in advance and **you** will be responsible for any **professional fees** in excess of those which **our** own specialists would normally charge **us** (details are available upon request).
5. At conclusion of **your** claim if **you** are awarded any costs (not **your** damages), these must be paid to **us**.

6. In the event that **you** make a claim under this policy which **you** subsequently discontinue due to **your** own disinclination to proceed, any **professional fees** incurred to date will become **your** own responsibility and will be required to be repaid to the **insurer**.

Please note that if you engage the services of anyone prior to making contact with the Claims Helpline Service and incur any costs without our prior written approval these costs will not be covered by this insurance.

Acts of Parliament

Any reference to Act of Parliament within this policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the United Kingdom.

Arbitration

Any dispute between **you** and **us**, which is not solved by the policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom **we** both agree. If **we** cannot agree, one will be nominated by the Law Society.

Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

Claims

You must tell **us** in writing within 30 days about any matter, which could result in a claim being made under this policy and must obtain in writing our consent to incur **professional fees**.

We will give such consent if **you** can satisfy **us** that there are sufficient **prospects of success** in pursuing or defending **your** claim and that it is reasonable for **professional fees** to be paid and **you** have paid the **excess**.

We may require (at **our** discretion) **you** at **your** expense to obtain the opinion of an expert or counsel on the merits of a claim or continued merits of a claim or **legal proceedings**. If **we** subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim, **we** decide that: -

1. **your prospects of success** are insufficient;
2. it would be better for **you** to take a different course of action;
3. **we** cannot agree to the claim.

We will write to **you** giving **our** reasons and **we** will not then be bound to pay any further **professional fees** for this claim.

We may limit any **professional fees** that **we** will pay under the policy in the pursuit continued pursuit or defence of any claim: -

1. if **we** consider it is unlikely a reasonable settlement will be obtained; or
2. where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
3. where there are insufficient prospects of obtaining recovery of any sums claimed. Alternatively, where it may cost **us** more to handle a claim than the amount in dispute **We** may at **our** option pay to **you** the amount in dispute which shall be deemed to represent full and final settlement under this policy.

In the event that **you** make a claim under this policy which **you** subsequently discontinue due to **your** own disinclination to proceed, any legal costs incurred to date will become **your** own responsibility and will be required to be repaid to the **insurer**.

Claims Notification and Advice Helpline Service

The Legal Claims Notification and Advice Helpline Service provides advice on any legal problem affecting the **policyholder**. All potential claims must be reported initially to the appropriate Claims Notification and Advice Helpline Service for advice and support.

Legal Claims Notification & Advice Helpline Service Number - 0344 800 0128

We will not accept responsibility if the Helpline Services fail for reasons beyond **our** control.

Conduct of Claim

1. **You** shall at all times co-operate with **us** and give to **us** and the **authorised professional** evidence, documents and information of all material developments and shall attend upon the **authorised professional** when so requested at **your** own expense.
2. **We** shall have direct access at all times to and shall be entitled to obtain from the **authorised professional** any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **You** shall give any instructions

to the **authorised professional** which may be required for this purpose. **You** or **your authorised professional** shall notify **us** immediately in writing of any offer or payment into **court** made with a view to settlement and **you** must secure **our** written agreement before accepting or declining any such offer.

- We** will not be bound by any promise or undertaking given by **you** to the **authorised professional** or by either of **you** to any **court**, witness, expert or **agent** or other person without **our** agreement.

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Due Care

You must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by **us**.

Fraud

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
- if **your** claim is in any way dishonest or exaggerated

We will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the **policyholder's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

Observance

Our liability to make any payment under this policy will be conditional on **you** complying with the terms and conditions of this insurance.

Representation

We will take over and conduct in **your** name the prosecution, pursuit, defence or settlement of any claim. The **authorised professional** nominated and appointed by **us** will act on **your** behalf and **you** must accept **our** nomination.

If **legal proceedings** have been agreed by **us**, **you** may nominate **your** own **authorised professional** whose name and address **you** must submit to **us**. In selecting **your** authorised professional **you** shall have regard to the common law duty to minimise the cost for **your** claim. Any dispute arising from this shall be referred to Arbitration in accordance with the policy conditions.

Where **you** have elected to use **your** own nominated **authorised professional** **you** will be responsible for any **professional fees** in excess of **our standard professional fees**.

Recovery of Costs

You should take all reasonable steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay **you** all or any costs charges, fees, expenses or compensation **you** will do everything possible (subject to **our** directions) to recover the money and hold it on **our** behalf. If payment is made by instalments these will be paid to **us** until **we** have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

Privacy Policy

Royal & Sun Alliance Insurance plc Privacy Policy

You privacy is important to **us** and **we** are committed to keeping it protected. **We** have created this Customer Privacy Notice which will explain how **we** use the information **we** collect about **you** and how **you** can exercise **your** data protection rights. **You** can view **our** full privacy notice by visiting <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>

If **you** are unable to access the link or have any questions or comments about **our** privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax, HX3 5WA.

You can also email **us** at crt.halifax@uk.rsagroup.com

Legal Insurance Management Ltd Privacy Notice

Legal Insurance Management Ltd (LIM) needs to collect and store personal data about its clients, insurance claims, suppliers and other users of LIM's facilities to allow it to maintain its core operations and meet its customers' requirements effectively. The provision of this personal data is necessary for LIM to administer **your** insurance policy and meet **our** contractual requirements under the policy.

It is important to LIM that **you** are clear on what information **we** collect and why **we** collect it. **You** can withdraw **your** consent at any point by notifying LIM, however if **you** have an on-going claim this may affect continued cover under **your** policy. Should **your** data need updating, this can also be done at any point by contacting LIM.

To view **our** full privacy notice, **you** can go to <https://www.legalim.co.uk/policyholder-privacy-notice> or request a copy by emailing **us** at dataprotection@legalim.co.uk. Alternatively, **you** can write to **us** at: Data Protection, Legal Insurance Management Ltd, 1 Hagley Court North, Brierley Hill, West Midlands, DY5 1XF.

Complaints Procedure

In the event of a complaint arising under this insurance, **you** should in the first instance contact Legal Insurance Management Ltd.

Write to **us**:
Legal Insurance Management Ltd
1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands
DY5 1XF

Email **us** at: claims@legalim.co.uk

Call **us** on: 01384 377 000

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This may also apply if **you** are insured in a business capacity. **You** may contact the Financial Ombudsman Service at: -

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 0300 123 9123 or 0800 023 4567
www.financial-ombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local Authority Trading Standards Service or Citizens Advice Bureau.

Compensation Scheme

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **we** cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

Section 9 - Public liability

Specific definitions

Bodily injury

Death, injury, illness, disease or nervous shock.

Business

1. The business activities of taxi or chauffeur drivers, public and private hire operators as specified in **your schedule** conducted solely from within the **territorial limits**.
2. The ownership, repair, maintenance and decoration of the business premises.
3. The provision and management of canteen, sports and welfare organisations for the benefit of **employees** and fire, security, first aid, medical and ambulance services.
4. **Your** attendance at trade shows and exhibitions.

Compensation

All sums which **you** will be legally liable to pay as compensation other than punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

Computer system

Any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

Costs

1. Legal costs and expenses **you** incur with **our** prior consent to defend a claim which is insured under this section, on the basis that they are incurred before **we** have paid or offered to pay the full amount of the claim.
2. Legal costs recoverable from **you** by a claimant for a claim which is insured under this section.
3. Legal costs and expenses for:
 - a. representation at any Coroner's Inquest or Fatal Inquiry brought against **you** for any breach or alleged breach of statutory duty resulting in injury or **damage to property** that may be the subject of a claim under this section; and/or
 - b. the defence of criminal proceedings brought against **you** for any breach or alleged breach of statutory duty, resulting in **injury** or **damage to property** that may be the subject of a claim under this section.

Craft

Any craft or thing made or intended to float on or in or travel through water, air or space.

Cyber incident

1. An unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or
2. A failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or
3. A breach of duty, statutory duty or regulatory duty or or trust or series of related breaches of duty, statutory duty or regulatory duty or trust; involving access to, processing of use of or operation of any **computer system** or any data by any person or group(s) of persons.

Damage

Loss, destruction or damage.

Employee

Any person while working for **you** in connection with the **business** who is:

1. under a contract of service or apprenticeship with **you**;
2. a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by **you**;
3. labour master or person supplied by him;
4. person engaged by a labour only sub-contractor;
5. self-employed person performing work under a similar degree of control and direction by **you** as a person under a contract of service or apprenticeship with **you**;
6. driver or operator of hired-in plant;
7. trainee or person undergoing work experience;
8. voluntary helper.

Endorsement

The special provisions added to **your** insurance **policy** and noted in **your schedule**, which enhance or restrict the coverage.

Indemnity limit

Our liability (inclusive of all **costs** and expenses payable) for any one **occurrence** or series of **occurrences** arising out of any one original cause will not exceed the amount shown in the **schedule**.

Insured

You or **your** personal representatives in the event of **your** death but only in respect of liability incurred by **you** if **you** so request:

1. any director, partner or **employee** while acting in connection with the **business** provided that **you** would have been entitled to indemnity under the respective section if the claim had been made against **you**;
2. any of **your** directors, partners or senior officials in respect of private work carried out by any **employee** for them with **your** consent;
3. any **principal** for legal liability in respect of which **you** would have been entitled to indemnity under this **policy** if the claim had been made against **you** arising out of work carried out by **you** under a contract or agreement;
4. any officer or member of **your** canteen, sports or welfare organisations and fire, security, first aid, medical and ambulance services in his/her respective capacity as such.

Provided that such persons will observe fulfil and be subject to the terms, conditions, exclusions and limits of each section and the **policy** insofar as they can apply.

Occurrence

1. Accidental **bodily injury** to any persons.
2. Accidental **damage to property**.
3. Obstruction, trespass, nuisance or interference with any easement of air, light, water or way.
4. Wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy occurring within the **territorial limits** during the **period of insurance** and happening in connection with the **business**.

Period of insurance

The period from the effective date shown in the **schedule** until midnight on the expiry date shown in the **schedule**. This includes any subsequent period for which **we** may accept payment for renewal of this **policy**.

Policy

1. All terms, provisions, exclusions, conditions and limits of indemnity set out in this document;
2. the **schedule**, notices and other documents attaching from time to time; and
3. all **endorsements** incorporated and issued for incorporation in this document all of which shall be read together and constitute the **contract** of insurance.

Property

Material property.

Pollution or contamination

1. All pollution or contamination of buildings or other structures or of water or land or the atmosphere.
2. All **damage** or **bodily injury** directly or indirectly caused by such pollution or contamination resulting from the discharge or leaking of any substance, liquid, vapour, or gas including from volcanic eruption clouds unless as a result of a sudden, identifiable, unintended and unexpected event.

Principal

Any person, employer, firm, company, ministry or authority for whom **you** are carrying out a contract or agreement for the performance of work.

Products

Any tangible products or goods (including containers, labelling, instructions or advice provided in connection therewith) which are manufactured, sold, supplied, erected, repaired, altered, treated, designed, tested, installed, formulated, constructed or serviced by **you** in the course of the **business**.

Territorial limits

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

What is covered

We will, subject to the **indemnity limit** stated in the **schedule**, indemnify **you** against all sums which **you** will become legally liable to pay as damages arising from an **occurrence**.

The most **we** will pay for all damages arising directly or indirectly out of one incident or series of incidents attributable to one source or cause is the **limit of indemnity** shown on **your schedule**.

Extensions

Contingent motor liability

We will indemnify **you** in respect of legal liability for **bodily injury** and loss of or **damage to property** arising out of the use of any motor vehicle which is not **your property** or leased or hired to **you** and is not provided by **you** being used in connection with the **business**.

This indemnity does not apply in respect of:

1. loss of or **damage** to such vehicle;
2. **bodily injury** or loss of or **damage to property**
3. while such vehicle is being driven by **you**;
4. liability arising from circumstances in which it is compulsory for **you** to insure or provide security in respect of such vehicle as a requirement of relevant Road Traffic Act legislation; or a vehicle being used outside the United Kingdom.

Court attendance costs

In the event of any of the undernoted persons attending court as a witness at **our** request in connection with a claim in respect of which **you** are entitled to indemnity under this section, **we** will pay compensation to **you** at the following rates per day for each day on which attendance is required:
you, any director or partner £250
any **employee** £150

Cross liabilities

Where **you** comprise more than one party **we** will treat each party as if a separate **policy** had been issued to each provided that nothing in this extension will increase **our** liability beyond the amount for which **we** would have been liable had this extension not applied. In the event of cancellation of a **policy** where **you** comprise more than one party the cancellation request must be received from all parties.

Health and Safety at Work and Corporate Manslaughter

We will cover **you** and at **your** request any director, partner, senior official or **employee** of **yours**, in respect of legal **costs** and expenses incurred with **our** written consent in the defence of any prosecution or (subject to the provisions below) incurred in connection with appeal against conviction arising from such prosecution under the provisions of:

1. the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;
2. the Corporate Manslaughter and Corporate Homicide Act 2007.

Provided that the proceedings relate to an offence alleged to have been committed during the **policy period** and in the course of the **business**, and where there is also a claim or potential claim for damages against **you** or any of the additional persons insured, **you** are entitled to cover under this **policy**.

We will only pay the **costs** and expenses of legal representation for an appeal against conviction if:

1. any related claim against **you** for damages remains unsettled; and
2. in the opinion of the legal representatives acting for **you** an appeal is more likely than not to succeed; and
3. the total amount of any damages likely to be awarded against **you** exceeds the total cost of legal representation for an appeal.

The most **we** will cover **you** for in respect of all such legal **costs** and expenses in respect of each and every prosecution, arising out of one **occurrence** shall not exceed £1,000,000 regardless of the number of offences alleged against **you**.

We will not cover **you** in respect of:

1. fines or penalties of any kind, remedial or publicity orders or prosecution **costs** imposed as a consequence of such prosecution, including any fee for intervention;
2. any circumstances for which cover is provided by any other insurance;
3. proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this extension if the result thereof could reasonably have been expected;
4. having regard to the nature and circumstances of such act or omission;
5. proceedings which arise out of any activity or risk excluded from this **policy**.

If a claim for damages is settled or is withdrawn, **we** will have no further liability other than in respect of **costs** and expenses of legal representation incurred before the date of the claim payment.

Indemnity to principals

We will at **your** request indemnify any **principal** to the extent required by the contract between **you** and the **principal** in respect of liability arising from the performance of work by **you** for such **principal**.

Provided that:

1. **we** will retain sole conduct and control of any claim;
2. the **principal** will observe, fulfil and be subject to the terms, conditions, exclusions and limits of this section insofar as they can apply;
3. this indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause of any contract or agreement that **you** or **your principal** have entered into.

Provided always that such **injury**, loss or **damage** would have been indemnified by **us** in the absence of such contract or agreement. **You** and the **principal** will be treated as though a separate insurance had been issued to **you** both, provided that nothing in this clause increases **our** liability in respect the maximum indemnity payable for any one loss, or in all, for any one **period of insurance**.

Overseas personal liability

We will cover:

1. **you**; and
2. at **your** request: any **principal**, including any director, partner, senior official, or any **employee of yours**;
3. any spouse or child of the persons stated in 1 and 2 above who are accompanying such persons

In respect of personal liability incurred by such persons for accidental Injury to any person or accidental loss of or **damage to property** in connection with an event occurring in a country outside of the **territorial limits** whilst on a temporary visit to such country in connection with the **business**, provided that:

1. any insured person under this section extension shall as though they were **you** be subject to the introduction, the customer service information, the general definitions, general conditions, general exclusions, sections, section extensions, the **schedule** and any **endorsements** to this **policy**;
2. nothing in this section extension shall increase **our** liability to pay any amount exceeding the **limits of liability** stated in the **schedule**, regardless of the number of persons claiming to be covered.

We shall not cover **you** in respect of:

1. contractual liability;
2. liability for which insurance is already provided by any other policy;

3. liability in respect of **damage to property** belonging to or in the custody or under the control of any insured person under this section extension;
4. liability in respect of **injury** to any insured person under this section extension;
5. liability caused by or arising from:
 - a. the ownership or occupation of land or buildings;
 - b. the carrying on of any business, profession, trade or employment;
 - c. the ownership, possession or use of animals other than domestic dogs or cats.

Private work

We will indemnify **you** for all sums which **you** are legally liable to pay as damages arising from:

1. accidental **injury**; and/or
2. **damage to property**;

arising from the execution of private duties by any **employee**, for **you** or any of **your** directors, within the **territorial limits**.

What is not covered

Excess

We will not be liable for the first amount of each and every claim hereunder as stated in the **schedule**.

Exclusions

We will not be liable under this section in respect of:

1. the cost of replacing or making good faulty defective or incorrect
 - a. workmanship;
 - b. materials, goods or other **property** supplied, installed or erected by or on **your** behalf;
2. liability arising from advice, design, formula or specification provided by **you** or on **your** behalf for a fee or in circumstances where a fee would normally be charged;
3. liability for **bodily injury** caused to any **employee** arising out of and in the course of such person's employment or engagement by **you** in the **business**;
4. 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;
5. any loss or **damage** that occurs outside the **territorial limits** or where **you** are licensed to operate;
6. liability assumed by **you** under contract unless such liability would have attached in the absence of such agreement;

7. liability for which insurance is already provided by any other policy;
8. liability for **damage** to **property** belonging to **you** or in **your** charge or under **your** control other than personal effects of **your** visitors' or **employees**;
9. the **excess** shown on the **schedule** for each and every **occurrence**;
10. liability caused by or arising from the ownership, possession or use by or on **your** behalf of any aircraft or other aerial devices, hovercraft, offshore installation or watercraft (other than hand-propelled or wind-powered watercraft whilst on inland waterways); liability arising out of **products** supplied other than food or drink sold or supplied for consumption on **your** premises;
11. liquidated damages, penalties, fines, aggravated, restitutionary, punitive, vindictive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages;
12. all liability in respect of **pollution or contamination** other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one **period of insurance** provided that:
 - a. all **pollution or contamination** which arises out of any one incident will be deemed to have occurred at the time such takes place;
 - b. the liability for all damages (including interest thereon) payable in respect of all **pollution or contamination** which is deemed to have occurred during any one **period of insurance** will not exceed the **indemnity limit** stated in the **schedule**;
13. liability arising from any action for damages brought against **you** in any country outside the European Union, the Channel Islands or the Isle of Man in which **you** occupy premises or are represented by any resident **employee** or holder of **your** power of attorney;
14. any and all liability arising from a **cyber incident**.

Specific conditions

Claims handling

We shall be entitled to take over and conduct in **your** name the defence or settlement of any claim, and may prosecute at **our** own expense and for **our** benefit any claim for insurance or damages against any other persons, and **you** shall give all information and assistance required. If **you** do not do so **we** may reject or be unable to deal with **your** claim or be unable to pay **your** claim in full. No admission of liability or offer, promise or payment shall be made without **our** written consent.

Interpretation

Any phrase or word in this **policy** and the **schedule** will be interpreted in accordance with the laws of England. The **policy** and the **schedule** shall be read together as one **contract** and any word or expression to which a specific meaning has been attached in any part of this **policy** or **schedule** shall bear such specific meaning wherever it may appear.

General exclusions

These general exclusions apply to the whole of this **contract** and describe the things which are not covered. These apply as well as the exclusions shown under 'What is not covered' in each of the Sections detailing the cover provided.

This **contract** does not cover claims arising from any of the following:

1. any accident, injury, loss or damage that happens while the **insured vehicle** is being:
 - a. used for a purpose which it is not insured for;
 - b. driven or in the charge of anyone who is not described in the **certificate of motor insurance** as a person entitled to drive or who is excluded from driving by any **endorsements** or covered by another insurance;
 - c. driven or in the charge of anyone who does not have a valid driving licence, has not held a driving licence, is disqualified from driving or is prevented by law from holding a licence.
 - d. driven or in the charge of anyone who does not hold the requisite licence to comply with the licensing conditions of the **insured vehicle**;
 - e. driven or in the charge of anyone who does not meet the terms and conditions of their driving licence as required by DVLA /DVLNI rules and regulations and any relevant law;
 - f. driven or in the charge of anyone who does not meet all the conditions described in the **endorsements on your schedule** and all the general conditions in this policy;
 - g. kept or used in an unsafe or unroadworthy condition (**you** may be asked to provide details to show the **insured vehicle** was regularly maintained and kept in good condition);
 - h. kept or used without a current Department of Transport Test (MoT) certificate if one is needed;
 - i. kept or used in any way that breaks any security requirements imposed by an **endorsement**;
 - j. used to carry passengers or goods in a way likely to affect the safe driving and control of the vehicle;
 - k. used for carrying dangerous loads; or
 - l. used in or on restricted areas of airports, airfields or military bases;
2. any liability that **you** have agreed to accept unless **you** would have had that liability in the absence of such agreement;
3. anyone who does not meet all the conditions described in the **endorsements on your schedule** and all the general conditions in this policy and any other condition of this policy;
4. any use connected with the motor trade, unless this use is described in the **certificate of motor insurance** (under Limitations as to use).
5. racing of any description or being used in any contest; competition, rally or speed trial (apart from treasure hunts);
6. the **insured vehicle** being used on any form of race track, de-restricted toll road (including the Nurburgring) or off-road activity;
7. any accident, injury, loss or damage caused directly or indirectly by:
 - a. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, revolution, act of terrorism, riot or similar event;
 - b. earthquake;
 - c. ionising radiations or contamination from nuclear fuel or nuclear waste or from the burning or explosion of nuclear fuel;
 - d. the radioactive, toxic, explosive or other dangerous properties of any nuclear installation, reactor, or other nuclear assembly or its component part;
 - e. any weapon or device using atomic or nuclear fission or fusion or radioactive force or matter;
 - f. pressure waves caused by aircraft and other flying objects; or
 - g. carrying any dangerous substances or goods.
8. any liability, loss or damage caused by explosion, sparks or ashes from the **insured vehicle**, or from any trailer or machinery attached to, or detached from, it;
9. any liability, loss or damage that happens outside the **territorial limits** (apart from the cover detailed in Section 6 – Driving abroad);
10. any proceedings brought against **you** outside the **territorial limits**, unless they result from using the **insured vehicle** in a country which **we** have agreed to extend this insurance to cover (see Section 6 – Driving abroad);
11. loss or damage resulting from using the **insured vehicle** or of machinery attached to it, as a **tool of trade** other than as required by the Road Traffic Act;
12. any liability, injury, loss or damage caused directly or indirectly by:
 - a. pollution; or
 - b. contamination; unless the pollution or contamination is directly caused by one incident at a specific time and place during the **period of insurance** and is:
 - i. sudden;
 - ii. identifiable;
 - iii. not deliberate; and
 - iv. unexpected

We will consider the pollution to have happened at the time the incident took place.

13. Any loss or **damage**, other than any amount required by law, if **you** or anyone covered to drive under this policy, is proven to be driving under the influence of drink or drugs or is convicted of an offence involving drink or drugs as a result of the incident. **We** will seek to recover, all sums paid (including all legal costs), whether in settlement or under a Judgment, for any claim arising from the incident from **you** or the driver;
14. The transportation of human organs, tissue or blood or any materials covered by;
 - a. The Road Traffic (Carriage of Dangerous Substance in Road Tankers and Tank Containers) Regulations 1997 or subsequent legislation, or
 - b. The Carriage of Dangerous Goods (Classification Packaging and Labeling) and Use of Transporter Pressure Receptacles Regulation 1996 or subsequent legislation, or
 - c. The Carriage of Explosives by Road Regulations 1996 or subsequent legislation, or
 - d. the listed substances that are hazardous to health published by the Health and Safety Executive or its successor where the **insured vehicle** is required to display hazard warnings (Hazchem or ADR) panels or Tremcards while materials are being carried.

General conditions

The following general conditions apply to the whole of this **contract**. These describe **your** responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the **contract** is cancelled. If **you** do not meet the terms and conditions of this **contract**, it could make the cover invalid or mean **we** may refuse to pay **your** claim.

Arbitration

Any dispute between **you** and **us**, which is not solved by the policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom **we** both agree. If **we** cannot agree, one will be nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

Care of the vehicle

The **insured vehicle** must be covered by a valid Department of Transport Test (MoT) certificate if **you** need one by law.

You must take all reasonable precautions to avoid loss of or damage to the **insured vehicle**. For example, **you** should remove it to a safe place as soon as possible if it breaks down.

You should also take all reasonable care of the keys to the **insured vehicle** to prevent them being lost or stolen.

You must always take the keys out of the ignition and remove them completely when the **insured vehicle** is left at any time whatsoever (regardless of whether the vehicle is still within **your** sight) and make sure that **you** do not leave belongings on display. **You** should close all the windows and sun-roofs and lock all the doors. Alarms, immobilisers and tracking devices should be turned on when fitted. **Endorsements** may apply to **your** cover, setting out other requirements relating to immobilisers, alarms and tracking devices. In these cases, **we** will need to see evidence that an approved alarm, immobiliser or tracking device has been fitted.

These devices must always be on and working whenever the **insured vehicle** is left unattended.

If **you** do not take reasonable care of the **insured vehicle** and meet any security requirements, this **contract** may no longer be valid and **we** may not pay any claim.

Payment of premium

1. **You** must pay the premium for the **contract** or any **endorsement** attaching to **your contract** when due.
2. If the premium for the **contract** or **endorsement** is payable by instalments then
 - a. each instalment will be paid when due or
 - b. where a notice has been issued requiring the outstanding amount must be paid by a specific date then such payment is made by that date.

If **you** do not pay the premium when due **you** could make **your contract** invalid and/or affect how **we** pay a claim.

Change of circumstances

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** insurance, including questions that apply to any other person covered by this insurance.

You must tell **us** or **your insurance intermediary** immediately about:

1. any changes to **your** circumstances which may affect this **contract** or;
2. any statements of fact that are no longer true, accurate or complete.

If **you** don't tell **us** about **your** changes, it may affect any claim **you** make and the amount **we** settle **your** claim for. Where **we** agree to **your** change this may result in an additional or return premium and will be subject to an administration charge.

We may also amend the terms and conditions of **your** policy dependent on **your** change.

If **your** change of circumstances mean that **we** can no longer provide cover, **we** will give **you** notice of cancellation in accordance with **our** cancellation procedure.

If **you** are in any doubt as to what constitutes a change in circumstances, please contact **your insurance intermediary**.

Fair presentation of the risk

You must make a fair presentation of the risk to **us** at inception and renewal and at any other change to **your** circumstances during the policy duration. A fair presentation is one which discloses in a reasonably clear and accessible manner all material facts about the risk to be insured which **you** and/or those responsible for arranging this insurance know or ought to know following a reasonable search.

If **you** fail to make a fair presentation of risk **we** may treat this policy as if it never existed and refuse to pay any claims where any failure to make a fair presentation is considered to be deliberate or reckless.

If **we** establish that **you** failed to present the risk to **us** fairly but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** made a fair presentation of the risk, as follows:

1. if **we** would not have provided this policy, **we** may treat it as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us**.
2. if **we** would have provided this policy on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the start of the **period of insurance**. This may result in **us** making no payment for a particular claim or loss. **You** must reimburse any payments made by **us** that **we** would not have paid if such terms had been in effect;
3. if **we** would have provided this policy but charged a higher premium, **we** may pay for any claim or loss subject to payment of the additional premium **we** would have charged if **you** had fairly presented the risk to **us**, or **we** may only pay a percentage of any claim that **you** make under the policy. **We** would do this by considering the premium **we** actually charged as a percentage of the higher premium **we** would have charged and then paying **you** the same percentage of any claim.
4. cancel **your** policy in accordance with the cancellation condition.

We will write to **you** if **we**:

1. intend to treat this insurance as if it never existed;
2. need to amend the terms of **your** policy;
3. effect **our** right to cancel **your** policy;
4. require **you** to pay more for **your** insurance; or
5. intend to proportionately reduce **your** claim payout.

Fraudulent claim

A claim may be considered fraudulent if **you**, or anyone acting on **your** behalf;

1. makes a fraudulent or exaggerated claim; or
2. uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
3. makes a false statement in support of a claim whether or not the claim is itself genuine; or
4. submits a claim for loss or **damage** which **you** or anyone acting on **your** behalf, or in collaboration with **you** deliberately caused; or
5. realises after submitting what **you** reasonably believed was a genuine claim and then fails to tell **us** that **you** have not suffered any loss or **damage**; or
6. suppresses information which **you** know would otherwise enable **us** to refuse to pay a claim.

In the event of a fraudulent claim **we** will:

1. refuse to pay the claim;
2. cancel the policy from the date of the fraudulent act without any refund of premiums;
3. recover from **you** any sums paid by **us** to **you** in respect of the claim;

We may also inform the police of the circumstances.

If this policy provides cover to any person other than **you** and a claim made by such person or anyone acting on their behalf is fraudulent **we** will:

1. refuse to pay the claim;
2. cancel the cover provided for such person from the date of the fraudulent act without any refund of premiums;
3. recover from **you** any sums paid by **us** to **you** in respect of the claim (from **you** or such person, depending on who received the sums or who benefited from the cover provided);

If **we** cancel the cover **we** will refuse to provide cover after the time of the fraudulent act. This will not affect any liability **we** may have under such cover occurring before the time of the fraudulent act.

Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

Notification

You shall give immediate notice in writing to **us** of any occurrence that may give rise to a claim under this policy and shall give all such additional information as **we** may require. Every impending prosecution, inquest or fatal accident enquiry claim, writ, summons or process and all documents relating thereto shall be forwarded to **us** immediately they are received.

Observance

You must observe and fulfil the terms and conditions of this policy insofar as they may relate to anything to be done or complied with by **you** will be a condition of this policy. Any waiver by **us** of any term or condition will not prevent **us** from relying on such terms or conditions in the future. Further where an indemnity is provided to an insured person **you** will arrange for each party to comply with the terms and conditions of this insurance so far as they can apply providing always that **you** comply with the terms of the duties in the event of a claim or potential claim.

Other insurance

We will not pay any claim if any loss, damage or liability covered under this **contract** is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this **contract** not been affected.

Right of recovery

If the law of any country, which this **contract** covers, requires **us** to make payments which, but for that law **we** would not otherwise have paid, **you** must repay the amount to **us**. If any claims or other monies are paid to **you** by mistake for any reason, or a claim has been paid which **we** later find to be fraudulent, false or exaggerated, **you** must repay the amount paid to **us**.

If **we** have refunded any premium following cancellation, **we** can take any money **you** owe **us** from any payment **we** make.

Cancellation

This **contract** provides **you** with a cooling-off period to decide whether **you** wish to continue the cover. The cooling off period is for 14 days from the date **you** receive **your contract**. To effect cancellation of **your contract**, you should contact **your insurance intermediary**.

Cancellation by you during the cooling-off period

1. If a period of less than 14 days has elapsed since **you** received **your contract** and cover has commenced, **you** have the right to cancel the **contract**. Providing there have been no claims or incidents likely to give rise to a claim in the current **period of insurance**, **we** will allow a refund of premium equivalent to the unexpired period of cover on a pro-rata basis after the deduction of an administration charge.
2. If, at the date of cancellation **your contract** has not yet commenced **you** will receive a full refund of the premium **you** have paid to **us**.

Cancellation by you after the cooling-off period

You may cancel this **contract** by contacting **us** through **your insurance intermediary**. Providing there have been no claims or incidents likely to give rise to a claim in the current **period of insurance**, **we** will allow a refund of premium for the unexpired period of cover using the following scale, subject to the deduction of an administration charge.

Period of cover not exceeding	Percentage of annual premium returned
1 month	80%
2 months	70%
3 months	60%
4 months	50%
5 months	40%
6 months	30%
7 months	20%
Over 7 months	Nil

Cancellation by us

We or **your insurance intermediary** can cancel this **contract** by giving **you** 7 days notice either in writing or by registered e-mail to the last address **you** notified to **us**. Providing there have been no claims or incidents likely to give rise to a claim in the current **period of insurance**, **we** will allow a refund of premium equivalent to the unexpired period of cover on a pro-rata basis after the deduction of an administration charge.

However, if there is a default under any credit agreement which finances this **contract**, any refund of premium will be subject to the default termination provisions set out in **your** credit agreement.

Cancellation by us due to non-payment of premium

We or **your insurance intermediary** can cancel this **contract** by giving **you** 7 days notice either in writing or by registered e-mail to the last address **you** notified to **us**. Providing there have been no claims or incidents likely to give rise to a claim in the current **period of insurance**, **we** will allow a refund of premium equivalent to the unexpired period of cover on a pro-rata basis after the deduction of an administration charge. However, if there is a default under any credit agreement which finances this policy, any refund of premium will be subject to the default termination provisions set out in **your** credit agreement.

Cancellation by us due to non-compliance with contract terms and conditions, failure to make a fair presentation of risk or fraud to gain advantage from this contract

We or **your insurance intermediary** can cancel this **contract** if **we** or **your insurance intermediary** become aware that **you** have misrepresented or provided fraudulent information or have been using the **insured vehicle(s)** other than in accordance with the **contract** terms and conditions. **Your** policy will be cancelled by giving **you** 7 days notice either in writing or by registered e-mail to the last address notified to **us**. Providing there have been no claims or incidents likely to give rise to a claim in the current **period of insurance**, **we** will allow a refund of premium equivalent to the unexpired period of cover on a pro-rata basis after the deduction of an administration charge. However, where the non-compliance or failure to make a fair presentation of the risk is found to be reckless and or malicious, **we** reserve the right to immediately cancel or void the **contract** (treat the **contract** as though it never existed) and retain any unused portion of the premium.

Cancellation by us in the event the insured vehicle is the subject of a total loss claim

If, as a result of a claim, the **insured vehicle** is determined to be a total loss the **contract** will cease without refund of premium, however, where more than one **vehicle** is insured by the **contract**, only the subject **vehicle** will be removed and the relevant premium retained. In this event all outstanding or overdue premiums must be paid. We may at our discretion reduce the claim payment by the amount of outstanding or overdue premiums that you owe us.

For more information on PolicyPlan's charges, please contact your intermediary

No claims discount

If no claims are made under **your contract** during the **period of insurance**, **we** will increase **your** no claims discount by one year at **your** next renewal.

Where a claim has been made, **we** may reduce **your** no claims discount in line with the following scale:

No claims discount step back scale

NCD years (at inception)	NCD years (step back for 1 fault claim)	NCD years (step back for 2 fault claims)	NCD years (step back for 3+ fault claims)
1	0	0	0
2	0	0	0
3	1	0	0
4	2	0	0
5+	3	1	0

Protected no claims discount step back scale

No claims discount protection does not protect the overall price of **your contract**. The price of **your insurance contract** may increase following an accident even if **you** were not at fault.

If **you** have protected **your** no claims discount, one fault claim will result in a loss of that protection. A second fault claim will result in a reduction of **your** no claims discount years in line with the following scale:

NCD years (at inception)	NCD years (step back for 1 fault claim)	NCD years (step back for 2 fault claims)	NCD years (step back for 3+ fault claims)
1	N/A	N/A	N/A
2	N/A	N/A	N/A
3	1	0	0
4	4	2	0
5+	5	3	1

For the purposes of no claims discount step back, a claim is considered to be fault where:

1. **you** were to blame
2. **we** cannot recover all sums **we** have paid from those responsible, regardless of who was to blame.

If a claim is made which is not **your** fault and **we** have or will be required to make a payment, **we** will reduce **your** no claims discount in line with the above scale, unless **we** can recover all sums **we** have paid from those responsible.

If **your** renewal is due and investigations into a claim are still on-going, **we** may reduce **your** no claims discount. Once **our** investigations are complete and **we** have confirmed that the accident was solely the fault of another driver, and have recovered all sums **we** have paid, **we** will restore **your** no claims discount and refund any extra premium **you** have paid.

We do not grant no claims discount for **contracts** running for less than twelve months. **We** will not reduce **your** no claims discount where the only payments made are for:

1. repairing or replacing broken glass in the windscreen and/or windows in the **insured vehicle** (and any scratching of surrounding bodywork resulting solely and directly from such breakage)
2. emergency medical treatment as required by the Road Traffic Act(s)

A third party may claim directly against **us** as the insurer in the event of an accident, involving the **insured vehicle**, as permitted under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** will deal with any claim, subject to the terms and conditions of **your** policy. This may affect **your** no claims discount.

You are reminded of **your** responsibility to report any accident, injury, loss or damage to **us** as soon as possible so **we** can tell **you** what to do next and help resolve any claim.

What to do if you have a complaint

Our goal is to provide excellent service to all **our** customers but **we** recognise that things do go wrong occasionally. **Your** feedback is welcomed and all complaints **we** receive are taken seriously. **We** will record and analyse **your** comments to make sure **we** continually improve the service **we** offer.

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**.

If **your insurance intermediary** is unable to resolve the problem, **you** can contact **us**, quoting **your** full name, policy number and the name of **your insurance intermediary**.

The Compliance Department
PolicyPlan Limited
Staveley House
Church Street
Connah's Quay
Flintshire
CH5 4AS

Telephone: +44 (0)345 319 9000
Email: complaints@policyplan.co.uk

The complaints procedure set out above does not affect **your** right to take legal action against **us** or **your insurance intermediary**.

The Financial Ombudsman Service

If **you** are unhappy with the outcome of **your** complaint, and **you** are an eligible complainant, **you** may refer **your** case to the Financial Ombudsman Service (FOS) at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 (free from landlines) or 0300 123 9123 (free from most mobile phones)
E-mail: complaint.info@financial-ombudsman.org.uk
Or simply log on to their website at www.financial-ombudsman.org.uk.

The Financial Ombudsman Service offers a free, independent complaint resolution service.

Please note that the Financial Ombudsman Service will not adjudicate **your** complaint until **you** have received a final response letter, or eight weeks has passed since **you** notified **us/your insurance intermediary** of **your** complaint. Whilst **we** are bound by the decision of the Financial Ombudsman Service **you** are not.

Financial Services Compensation Scheme

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.

Regulation

Gefion Insurance A/S is an EU insurer, authorised and regulated by the Finanstilsynet (Danish FSA). Danish FSA register number 53117. CBR (Central Business Register) 36016493.

Legal Insurance Management Ltd (552983), Chief Vehicle Rentals Limited (426130) and Royal & Sun Alliance Insurance plc (202323) are registered in the UK and authorised and regulated by the Financial Conduct Authority.

Faraday MGA Limited is a limited company registered in England under company number 10955079. The registered office of Faraday MGA Limited is: Faraday MGA Limited, Corn Exchange, 55 Mark Lane, London EC3R 7NE. Faraday MGA Limited is authorised and regulated by the Financial Conduct Authority. Berkshire Hathaway International Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Contract administration

This **contract** is underwritten by Gefion Insurance A/S, Royal & Sun Alliance Insurance plc and Faraday MGA Limited for and on behalf of Berkshire Hathaway International Insurance Limited and managed by PolicyPlan Limited, an appointed representative of Staveley Head Limited. Registered Office: Staveley House, Church Street, Connah's Quay, CH5 4AS. Staveley Head Limited are authorised and regulated by the Financial Conduct Authority no. 310600.

Data protection notice

Please read this notice carefully as it contains important information about the use of **your** personal information. By giving **your** information to **us**, **you** confirm that **we** may use **your** personal information in the ways outlined in this notice. **You** should also show this notice to anyone else whose personal information **you** give to **us** and ensure **you** have their consent to provide their personal data, including sensitive personal data, where necessary.

Sensitive information

In order to assess the terms of **your** insurance, or to administer claims, **we** may need to collect data which data protection legislation defines as sensitive (such as medical conditions and criminal convictions). In taking out insurance with **us** **you** are giving **us** **your** consent for such information being processed by **us**, **your insurance intermediary**, companies belonging to **our** group and other companies contracted by **us**.

Industry agencies and databases

We pass information to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd. (IDS Ltd.) and the Motor Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI). The aim is to help **us** to check information provided by **you** and also to prevent fraudulent claims. These registers may be searched in considering any application for insurance in connection with this policy.

Fraud prevention, detection and claims history

Under the conditions of **your** policy **you** must tell **us** about any insurance related incidents (such as fire, theft or an accident) whether or not they give rise to a claim. When **you** tell **us** about an incident **we** will pass information relating to it to industry databases.

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.

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

1. undertake searches against **your** (or any person included on the proposal) Driving Licence Number (DLN) and details held by the Driver and Vehicle Licensing Agency (DVLA) to confirm **your** licence status, entitlement and restriction information and endorsement/conviction data. Searches may be carried out prior to the date of the insurance policy and at any point throughout the duration of **your** insurance policy including at the mid-term adjustment and renewal stage. A search of the DLN with the DVLA should not show a footprint against **your** (or another

relevant person included on the proposal) driving licence;

2. share information about **you** with other organisations and public bodies including the police;
3. 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:
4. help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
5. trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
6. check **your** identity to prevent moneylaundering, unless **you** furnish **us** with other satisfactory proof of identity;
7. undertake credit searches and additional fraud searches.

For details relating to information held about **you** by the DVLA please visit www.dvla.gov.uk

Motor Insurance Database

Information relating to **your** insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' 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 Driver and Vehicle Licensing Northern Ireland (DVANI), the Insurance Fraud Bureau (IFB) and other bodies permitted by law for purposes not limited to but including:

1. electronic licensing;
2. continuous insurance enforcement;
3. law enforcement (prevention, detection, apprehension and or prosecution of offenders);
4. the provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

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

It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on the MID **you** are at risk of having the **motor vehicle** seized by the police.

1. **You** can check that **your** correct registration number details are shown on the MID at www.askmid.com
2. **You** can find out more about the MID by visiting the MIB website at www.mib.org.uk

Other insurers

We may pass information about **you** and this **contract** to other insurance companies with which **we** either reinsure **our** business, or who are dealing with a claim made under this **contract**. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies will usually be located in countries inside the European Economic Area (EEA). Where information is passed to companies outside of the EEA, **we** will make sure they comply with the same standards of data security as though they were located inside the EEA.

Information on products and services

We may use the details **you** have provided to send **you** information about **our** other products and services or to carry out research. **We** may contact **you** by letter, telephone or e-mail. Please be reassured that **we** will not make **your** personal details available to any companies other than those that are contracted by **us** to provide services relating to **your** insurance with **us**. If **you** would prefer not to receive information from **us** or those companies who provide services on **our** behalf, simply tell **us** when **you** call or write to **us** at the address given at the end of this section.

Use of Your Data

We will retain **your** information for as long as permitted for legal, regulatory, fraud prevention and legitimate business purposes.

You are entitled to receive a copy of the information **we** hold about **you** and may ask **us** to make changes to ensure that it is accurate and up-to-date. If **you** have any questions, or **you** would like to find out more about this, **you** can write to:

PolicyPlan Limited,
Staveley House
Church Street
Connah's Quay
Flintshire
CH5 4AS

