



**executive**

chauffeur driven vehicles

**policy document**



In the event of an accident, windscreen breakage, or to make a claim:



**INCIDENT CARE**  
**24 | 7 | 365**

Please ensure that claims, fault or non-fault are reported immediately as this can often mean a substantial reduction to the overall cost of a claim.

You should keep your TFP Executive Policy document in a safe place and make a note of your policy number and the Incident Care number so these are available should an emergency arise.

If you have any queries about the cover or would like to extend it please speak to your usual insurance adviser

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### Incident Care Number

In the event of an accident, windscreen breakage or to make a claim you can call **0800 169 4066** 24 hours, 365 days.

## Introduction

### The Contract of Insurance

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

### Important

This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.

### Breach of Term

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

### Terms not relevant to the actual loss

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

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

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

## Choice of Law

The law of England and Wales will apply to this contract unless:

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

## Incident Care

### Claims & Emergency Helpline – 0800 169 4066

Incident Care is open 24 hours a day, 365 days a year, on 0800 1694066. Call Us free for immediate assistance in an emergency or to notify a claim.

### Making a claim

Just one call to Incident Care and Our professionally trained Incident Managers will help You get Your business back to normal as fast as possible, with minimum fuss.

Firstly, We will confirm whether the incident is covered by Your policy and advise You of any excess You will have to pay. There is no need to fill in a claim form.

Then You will be assigned a Personal Incident Manager to handle Your claim from beginning to end, keeping You regularly updated on its progress.

### In the case of an accident

If You have been involved in an accident and Your vehicle can not be driven, Your Personal Incident Manager will look after Your immediate needs, by:

- arranging for Your vehicle to be recovered to an approved repairer
- dealing with any immediate concerns You may have, such as contacting those who need to know You have been involved in an accident.

The repair bills will be paid directly by Us to Our approved repairer (apart from any applicable excess), so there is no need to worry about the finance.

### Damaged windscreens/windows

If your windscreen or windows are cracked, chipped or shattered, phone Incident Care and an Incident Manager will arrange for an approved glass company to get to you as quickly as possible, assess the damage and either repair or replace the windscreen on the spot.

You only pay a £50 excess if the windscreen or other glass is replaced up to a value of £500.

The £500 limit is waived if you use an approved repairer via the Incident Care contact number: 0800 1694066.

Note: For our joint protection, telephone calls to Incident Care may be recorded and/or monitored.

You do not have to pay extra for Incident Care - it is all part of the service.



## Telephone Recording

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

## Definition of terms

To save lengthy repetition, wherever the following words or phrases occur, they will have the precise meaning described below unless otherwise stated:

### The insured/you/policyholder

The person or persons described as the insured in the policy schedule.

### Insurer/we/us

Aviva Insurance Limited  
Pitheavlis, Perth, PH2 0NH  
Registered Number: 2116  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

### Your vehicle

Any vehicle described in the policy schedule and any other vehicle for which details have been supplied to us and a Certificate of motor insurance bearing the registration mark of that vehicle has been delivered to you and remains effective.

### Policy schedule

Details of you, your vehicle and the insurance protection provided to you.

### Certificate of motor insurance

A document that you must have as proof that you have the motor insurance necessary to comply with the law. It shows who can drive your vehicle and what purpose it can be used for. The Certificate of motor insurance does not, however, indicate the full policy cover and for this you need to refer to the main text of the policy booklet.

### Period of insurance

The period of time covered by this policy, as shown in the policy schedule, or until cancelled. Each renewal represents the start of a new period of insurance.

### Market value

The cost of replacing your vehicle with one of a similar type and condition.

### Clause

Additional or alternative wordings which, when endorsed on your policy, change its terms. Those clauses applicable are identified in your policy schedule.

## Fire

Fire, self ignition, lightning and explosion.

## Theft

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

## Accessories

Additional or supplementary parts of your vehicle not directly related to its function as a vehicle. These include radios and other in-car entertainment or communication equipment, where any of these form an integral part of your vehicle. Cover is provided up to a limit of £1000.

## Excess

The amount of any claim you will have to pay if your vehicle is lost, stolen or damaged.

## Territorial limits

Great Britain, Northern Ireland the Channel Islands and the Isle of Man and sea transit between any ports therein including the processes of loading and unloading.

## Green card

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

## RAC

RAC Motoring Services, RAC House, Brockhurst Crescent,  
Bescot WS5 4QZ

## Policy cover index

Cover	Operative/ Inoperative Sections
Comprehensive	- All sections of the policy are operative
Third Party Fire and Theft	- Section 5 is inoperative Section 1 is inoperative except for loss or damage caused directly by fire or by theft
Third Party Only	- Sections 1 and 5 are inoperative

# Cover for your vehicle

## Cover

### Section 1

#### Loss of or damage to your vehicle

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

- pay for your vehicle to be repaired; or
- replace your vehicle; or
- pay you a cash amount equal to the loss or damage.

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

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

The maximum we will pay will be the Market value of your vehicle at the time of the loss.

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

#### Accident recovery

If your vehicle is disabled through loss or damage insured under this policy we will pay the reasonable cost of:

- it's protection and removal to the nearest repairers
- it's delivery to you after repair but not exceeding the reasonable cost of transporting it to your address in the territorial limits.

Within the territorial limits we can arrange for this protection and removal of your vehicle through the RAC. To use this service ring Incident Care on 0800 023 4032 (if you are in the Republic of Ireland you will need to ring a special number, 1800 535005 to obtain the recovery service). The RAC will arrange the following at no cost to you:

- someone to come out and help. If your vehicle cannot be made roadworthy immediately, it will be taken to our nearest approved repairer. Your vehicle can be taken to a repairer of your choice if this is nearer, but this may lead to delays in arranging the repairs to your vehicle
- the onward transmission of any messages on your behalf to a member of your family or a friend.

In providing accident recovery assistance, RAC employees and contractors will use reasonable care and skill when providing the service. The RAC can, however, cancel services or refuse to provide them if, in their opinion, the demands made are excessive, unreasonable or impracticable.

## Excesses

If your vehicle (including its accessories and spare parts) is lost, stolen or damaged, you will have to pay the first part of any claim as indicated below.

We shall not be liable for

(1) the following excesses in respect of loss or damage (other than by fire self-ignition lightning explosion or theft or attempted thereat) occurring while your vehicle is being driven by or is in the charge of for the purpose of being driven by the following

Driver

Amount to be paid by you

(a) 20 year of age or under

£500

(b) Between 21 and 24 years of Age inclusive

£300

(c) Any person over 25 years of age who has held a public or private hire licence for less than 12 Months

£150

(d) Any person aged 70 or above

£150

(e) 25 years of age or over but is the holder of

- a provisional licence or
- a full licence for less than 12 Months
- a licence issued outside Great Britain, Northern Ireland, the Channel Islands, Isle of Man and the EU for less than 2 years to drive a vehicle of the same class as such vehicle

£300

The excesses above apply in addition to any voluntary excess or other compulsory excesses that may apply.

#### Late Reported Claims

All claims irrespective of negligence or liability must be, in the first instance, reported to Incident Care 0800 1694066, within one calendar month of the date of the incident

Late notification will nearly always increase the cost of settling such claims. Therefore, your failure to report an incident could result in the increased cost being passed to you, the policyholder, for settlement

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

Up to 30 days	-	Nil
31 to 45 days	-	£100
46 to 60 days	-	£200
61 to 89 days	-	£300
90 days or more	-	£400

## Exclusions to Section 1 of your policy

Your policy does not cover the following:

- (1) loss of use, depreciation, wear and tear, mechanical, electrical, electronic or computer breakdowns or failures or breakages
- (2) damage to tyres caused by braking or by punctures, cuts or bursts
- (3) loss or damage directly arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed
- (4) loss of value following repair
- (5) loss or damage arising from theft whilst the ignition keys of your vehicle have been left in or on the vehicle
- (6) any personal effects, money or goods belonging to the driver, passengers or any other party.
- (7) loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority
- (8) loss or damage arising during or in consequence of riot or civil commotion occurring:
  - (a) in Northern Ireland
  - (b) outside the territorial limits;

## Liability to third parties

### Section 2

#### Your liability to third parties

We will insure you in respect of all sums which you may be required to pay by law and all other costs and expenses incurred with our written consent, arising from:

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

where such death, injury or damage arises out of an accident caused by or in connection with your vehicle, including its loading and unloading, or any trailer while it is being towed by your vehicle.

Notwithstanding General Exclusion 2 we will insure you for all sums which you may be required to pay by law under an agreement with any person (hereinafter called the Principal) for the execution of work or services or in connection with access to any premises or road in the ownership of the Principal, provided that you shall have arranged with the Principal for the conduct and control of all claims for which we may be liable by virtue of this clause to be passed to us.

## Liability of other persons driving or using your vehicle

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

any person you give permission to drive your vehicle, provided that your effective Certificate of motor insurance allows that person to drive

any person you give permission to use (but not drive) your vehicle for social, domestic and pleasure purposes, provided that use for social, domestic and pleasure purposes is included in the effective Certificate of motor insurance

any passenger travelling in, or getting into or out of your vehicle. This cover will be provided if you request it.

## Indemnity to legal personal representatives

In the event of the death of anyone who is insured under this section, we will protect his/her legal personal representatives for any liability of the deceased person if that liability is insured under this section.

## Legal costs

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

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

We will not pay representation for:

- a plea of mitigation (unless the offence you are charged with carries a custodial sentence); or appeals.

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

We will pay:-

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

We will not provide indemnity:

- (1) Unless the proceedings relate to an actual or alleged act, omission or incident committed during the period of insurance within Great Britain, Northern Ireland the Channel Islands and the Isle of Man and in connection with the business;
- (2) Unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of you of any motor vehicle or trailer in circumstances where compulsory insurance or security is required by the Road Traffic Acts;
- (3) In respect of proceedings which result from any deliberate act or omission by you; or
- (4) Where indemnity is provided by another insurance policy.

The limit of indemnity in respect of such legal fees, expenses and costs is:

Health and Safety at Work etc Act 1974 and Health and Safety at Work (Northern Ireland) Order 1978 – £100,000;

Corporate Manslaughter and Corporate Homicide Act 2007 – Unlimited.

## Cross liabilities

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

## Application of indemnity limits

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

## Exclusions to Section 2 of your policy

The cover under this section will not apply:

- (1) If any person insured under this section fails to observe the terms, exclusions and conditions of this policy as far as they can apply. The cover will also not apply if they can claim under another policy
- (2) to death of or injury to any employee of the person insured which arises out of or in the course of such employment except where such liability is required to be covered by the Road Traffic Acts
- (3) to loss, damage, injury or death caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of a load to your vehicle for loading on to it or taking a load away from your vehicle having unloaded it
- (4) to loss of or damage to property belonging to or in the care of anyone we insure who claims under this section and to property being conveyed by your vehicle
- (5) to damage to any vehicle where cover in connection with the use or driving of that vehicle is provided by this section
- (6) to any loss, damage, injury or death occurring whilst your vehicle is being used in that part of an aerodrome or airport provided for the take off or landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas and those parts of passenger terminals which come within the Customs examination area, except where such liability is required to be covered by the Road Traffic Acts
- (7) for liability which attaches to the Principal by virtue of an agreement which would not have attached in the absence of such agreement
- (8) for bodily injury to the Principal for any amount for which you would not be liable in the absence of an agreement
- (9) for damage to property belonging to or held in trust by or in the custody or control of the Principal for any sum in excess of the amount required to indemnify the Principal
- (10) for liability which attaches to the Principal which arises other than by reason of the negligence of you or your employee



(11) except to the extent that we are liable under the Road Traffic Acts, in respect of any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

(a) Terrorism

Terrorism is defined as any act or acts including but not limited to

- (i) the use or threat of force and/or violence and/or
- (ii) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes

- (b) any action taken in controlling preventing suppressing or in any way relating to (a) above.

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

- (i) the third party property damage limit specified in the policy or £5,000,000 whichever is the lower in respect of all claims consequent on one originating cause; or
- (ii) such greater sum as may in the circumstances be required by the Road Traffic Acts.

### Section 3

#### Emergency treatment

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

A claim solely made under this section will not prejudice your No Claim Discount.

### Section 4

#### No claim discount

If no claim is made under Your policy during the Period of Insurance, We will increase Your No Claim Discount at Your next renewal in line with the scale We apply at the time.

Where a claim has been made, We may reduce Your No Claim Discount in line with the scale We apply at the time.

Third Parties may claim directly against Us as Your insurer in the event of an accident involving Your 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 Claim Discount.

If a claim is made which is not Your fault and We have to make a payment, We will reduce Your No Claim Discount unless We can recover all sums We have paid from those responsible.

If there is more than one vehicle insured, Your No Claim Discount will be applied as if a separate insurance had been issued for each.

No Claim Discount is not earned where Your Vehicle is insured for less than 12 months.

If We consent to transfer this policy to another person or company, No Claim Discount already earned under this policy will not apply to the person or company to whom the policy is being transferred.

If your renewal is due and investigations into a claim are still ongoing, we may reduce your no claim discount provisionally, until our investigations are complete. We may then restore your no claim discount and refund any extra premium that has been paid

### Section 5

#### Glass in windscreen, sunroof or windows

Any payment solely for repair or replacement of glass in the windscreen, sunroof or windows of your vehicle (or any scratching of bodywork arising directly and solely from the glass breakage) will not prejudice your No Claim Discount and the excesses will not apply. You will, however, have to pay the first £50 of the cost of glass replacement. This excess for glass will not apply when the glass is repaired rather than replaced.

Any such damage for this section is restricted to comprehensive cover only with the windscreen/window replacement value limited to £500 of any one incident. This limit is waived if you use an approved repairer via the Incident Care contact number.

## Section 6

### Continental use/compulsory insurance requirements

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

any other country which is a member of the European Union

any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7(2) of EC Directive 72/166/CEE relating to civil liabilities arising from the use of a motor vehicle. (Eligible countries change from time to time. Your insurance broker should be able to tell you the current list of eligible countries).

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

### If you take your vehicle abroad

All countries within the territorial limits have agreed that a Green card is not necessary for travel outside the territorial limits. Your Certificate of motor insurance provides sufficient evidence that you are complying with the laws on the compulsory insurance of motor vehicles in any of these countries you visit.

If, however, you contact your insurance broker at least two weeks before departure, he/she will be able to provide you with our 'Driving on the Continent' booklet.

This booklet contains useful information on driving abroad, what to do in the event of an accident and statements in the main European languages for presentation to the Police or other officials confirming that you have proper insurance to drive in their countries. There is no cover for countries outside the territorial limits. We may, however, be prepared to extend cover to certain places by special request, in which case we will provide you with a Green card and an additional premium will be required.

## Driver Assault

### Section 7

#### Definitions

##### Assault

The Insured Person being assaulted by any person (other than an employee of the Insured) while engaged in his duties on behalf of the Insured and such assault being an unprovoked attack.

##### Accidental Bodily Injury

Injury caused by a sudden violent external unforeseen and identifiable event

## Loss of all Sight

Shall include total and irrecoverable loss of all sight which shall be deemed to have occurred

- (a) in both eyes when the condition is shown to the Insurer's satisfaction to be permanent and without expectation of recovery and the Insured Person's name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- (b) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen scale and the Insurer is satisfied that the condition is permanent and without expectation of recovery

## Operation of Cover

The Insurer will pay the Benefits in the event of an Insured Person, sustaining Accidental Bodily Injury which, independently of any other cause, results in the death or disablement of the Insured Person

## Insured Person

The Insured and any other named driver shown under 5. Persons or classes of persons entitled to drive on the Certificate of motor insurance

## Benefits

Injury caused by a sudden violent external unforeseen and identifiable event:

1. death **£25,000**
2. total and irrecoverable loss of all sight **£25,000**
3. total loss by physical severance or complete and irrecoverable loss of use of either one or both hands and/or one or both feet **£25,000**
4. permanent total disablement (other than Loss of Sight or limbs) entirely preventing the Insured Person from engaging in or giving attention to any and every profession or occupation **£25,000**  
Occurring within 24 months of the date of the incident giving rise to the claim
5. total disablement entirely preventing the Insured Person from engaging in or giving attention to his/her usual occupation **£200 per week**

## Benefit 5:

**Excess** **7 days**

**Benefit period** **52 weeks**

## Exclusions to Section 7

General exclusions to this policy also apply where appropriate

### 1 Intoxicating Liquor or Drugs

Accidental Bodily Injury sustained while under the influence of intoxicating liquor or drugs taken by the Insured Person other than drugs taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner but not for the treatment of drug addiction

### 2 Self-Inflicted Injury

intentional self-inflicted injury

## Conditions to Section 7

The general conditions in this policy also apply where appropriate

### 1 Duty

Any such Assault must be reported to the police within 24 hours

### 2 Payment of Benefit

Only one Benefit is payable in respect of the Insured Person suffering Accidental Bodily Injury After a claim has been paid under Benefit 1 to 4 in respect of any Insured Person no further liability shall attach to the Insurer in respect of that Insured Person during the Period of Insurance

### 3 Payment under Benefit 4

Benefit 4 shall be payable only on certification by a medical practitioner (appointed by Us) of permanent total disablement as defined and not before the expiry of 52 consecutive weeks' disablement

### 4 Discharge of Liability

The Benefit shall be payable to the Insured Person whose receipt shall be a valid discharge of the Insurer's liability

### 5 Evidence

All certificates information and evidence to support a claim shall be provided at the Insured's expense and shall be in a form as required by the Insurer The Insured Person shall as often as required submit to medical examination at the Insurer's expense

## Legal Services and Advice

### Section 8

#### Definitions

The following definitions apply only to this clause. The general definitions in this policy also apply where appropriate

#### Insured person

1. You
2. Any authorised driver or any person permitted to drive as described under '5 - Persons or Classes of Persons entitled to drive' in the certificate of motor insurance provided that person holds a valid driving licence
3. Passengers carried in your vehicle whilst it is being driven by an authorised driver in accordance with the terms of the policy

#### Our Legal Services

Legal services and advice will be provided by a selected organisation on behalf of TFP Schemes and notified to you. For the purposes of this section "TFP Schemes" will mean the organisation specifically selected to offer you this service

#### Legal Representative

The solicitors, or other qualified experts, appointed by TFP Schemes to act for an insured person, provided such solicitors or other qualified experts satisfy the following conditions

1. they agree to fund all disbursements and not to claim for same until the end of the case;
2. they agree not to submit any claim for legal costs until the end of the case and to try to recover all such legal costs from the other party in the action;
3. they agree to report in writing to TFP Schemes on any substantive development in the progress of the case

#### Legal proceedings

1. The pursuit of a claim for damages either by negotiation or by civil court, tribunal or arbitration proceedings within the territorial limits in respect of a matter covered under this policy; and/or
2. the defence of motoring prosecutions in a court within the territorial limits

#### Legal costs

The fees, expenses, costs and disbursements reasonably and properly incurred by or on behalf of the insured person and authorised by TFP Schemes in pursuing or defending a claim under this clause; and

The costs of a third party either for which the insured person is held liable by court order or which are agreed by TFP Schemes and are incurred in connection with legal proceedings covered under this clause

## Event or Cause

The incident or the start of a series of incidents, which leads to a claim being made under this policy

## Limits of Indemnity

- In respect of claims for the pursuit of damages £100,000; and
- In respect of defence of motoring prosecutions £20,000

## Road Traffic Accident

An accident involving your vehicle

- (i) on a public highway or on a private road or car park to which the public normally exercises an uninterrupted right of access
- (ii) within the territorial limits
- (iii) where the insured person is not at fault
- (iv) for which a third party is at fault and
- (v) which occurs during the period of insurance

## Uninsured losses

Loss arising out of a Road Traffic Accident where the loss is not otherwise covered by insurance and either damage occurs to your vehicle or any personal effects owned by the insured person whilst in or mounting or dismounting from your vehicle

## Territorial Limits

- Great Britain, Northern Ireland the Channel Islands and the Isle of Man and sea transit between any ports therein including the processes of loading and unloading.

## What is covered

1. TFP Schemes will indemnify the insured person against the legal costs of legal proceedings incurred in connection with
  - The pursuit of a claim directly arising from a Road Traffic Accident: and/or
  - The defence of a motoring prosecution brought against an insured person in connection with criminal proceedings involving your vehicle. Pleas in mitigation will be supported by TFP Schemes at their sole discretion and when there is a prospect of such a plea presented either in writing or in person by a solicitor or barrister materially affecting the likely outcome of the prosecution
2. TFP Schemes may, at their sole and unfettered discretion, facilitate the hire of a replacement vehicle on behalf of the Insured person for the period that your vehicle is immobilised as a result of an insured event and/or whilst it is being repaired. You must comply with the Terms and Conditions of the Hire Company selected by TFP Schemes.
3. TFP Schemes will provide you with initial legal advice via Incident Care

## What is not covered

General exceptions to this policy also apply where appropriate

1. Claims arising from an on track/event accident
2. Appeals unless the Insured person has notified TFP Schemes of his or her wish to appeal at least ten working days before the deadline for any such appeal and the approval of TFP Schemes has been obtained
3. Claims (including appeals) which, in the opinion of TFP Schemes do not have a reasonable chance of success or, in the case of claims for damages, where in the opinion of TFP Schemes there is not a reasonable chance of successfully recovering any damages awarded. Cover may be refused or discontinued if such prospects do not, or no longer exist
4. Legal costs
  - a. incurred before TFP Schemes have confirmed acceptance of the claim in writing;
  - b. exceeding any amount approved by TFP Schemes;
  - c. incurred following a payment into court by a third party unless TFP Schemes have authorised the insured person in writing to continue with the claim after the payment into court or the insured person is ultimately awarded or settles for more than the amount of payment in;
  - d. incurred if the insured person withdraws instructions from the legal representative or from the legal proceedings unless such withdrawal is approved by TFP Schemes;
  - e. for any expert witness unless previously approved by TFP Schemes;
  - f. where the insured person is responsible for unreasonable delay which is prejudicial to the claim or where the insured person fails to give proper instructions in due time to TFP Schemes or the legal representative;
  - g. where the insured person pursues a claim without the consent of TFP Schemes or in a different manner from that advised by the legal representative
5. Claims against us or TFP Schemes who provide the insurance or claims by the insured person against any other person covered under the policy
6. Claims relating to matters for which the insured person would, but for the existence of this policy, be entitled to indemnity under any other policy



7. Claims directly or indirectly caused by, contributed to or arising from;
    - a. prosecutions which allege dishonesty or violence or which arise from drink or drug-related offences or parking offences;
    - b. any deliberate and criminal act or omission of the insured person or which is false or fraudulent in any way;
    - c. faults in your vehicle or faulty, incomplete or incorrect servicing, maintenance or repair of your vehicle
  8. Your travelling expenses, subsistence allowance or compensation for absence from work
  9. Application for Judicial Review
  10. Legal costs, fines or penalties which a court of criminal jurisdiction orders the insured person to pay
3. During the course of the claim you must
    - a. co-operate at all times in the completion of any necessary documentation or provision of information requested either by TFP Schemes or by the legal representative
    - b. not do anything which may prejudice your case or TFP Schemes' position in respect of the claim
    - c. take all available steps to recover the legal costs in the legal proceedings
    - d. Notify TFP Schemes of any settlement offer made before accepting it
  4. During the course of the claim TFP Schemes will have the right of direct access to the legal representative
  5. TFP Schemes shall not provide cover under the clause if the insured person makes a false declaration when applying for cover
  6. The insured person shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this clause
  7. The insured person shall take all reasonable steps to mitigate the losses that follow from an event or cause
  8. The insured person shall forward any accounts for legal costs as soon as they are received and, if required to do so by TFP Schemes, shall have such legal costs taxed, assessed or audited by the appropriate court or authority

### Conditions

The General conditions in this policy also apply where appropriate

1. To make a claim the insured person must notify TFP Schemes of the claim in writing as soon as reasonably possible and in any event within 180 days of the event or cause leading to the claim
2. On receipt of a claim under this policy TFP Schemes will evaluate the claim, advise on the steps the insured person should take to pursue the claim and, where appropriate, provide the assistance of a legal representative to pursue the claim either by negotiation or civil proceedings. If, in the opinion of TFP Schemes the claim may be capable of being settled by negotiation TFP Schemes will appoint a legal representative from its approved panel. In the event that the claim is not settled by negotiation and proceedings follow TFP Schemes will provide the insured person with the name and address of the legal representative whom TFP Schemes suggests should act for the insured person in the claim. You do not have to accept the legal representative nominated by TFP Schemes. If TFP Schemes and the insured person are unable to agree on a suitable legal representative, TFP Schemes will ask the Law Society to name another legal representative. TFP Schemes and the insured person must accept the Law Society's nomination. In the meantime, TFP Schemes may appoint a legal representative to act on behalf of the insured person to safeguard his or her interests

## General Exclusions

### General Exclusions apply to the whole of your Taxi policy

Your policy does not cover the following -

- (1) any accident, injury, loss or damage while your vehicle is being:
  - used otherwise than for the purposes described under the “Limitations as to Use” section of your effective Certificate of motor insurance
  - driven by you unless you hold a licence, issued by the DVLA, to drive your vehicle or have held and are not disqualified from holding or obtaining such a licence
  - driven by you unless you hold any other driving licence required by law to drive your vehicle for the purposes for which it is being used
  - driven by anyone else with your general consent who to your knowledge does not have a licence issued by the DVLA to drive your vehicle has never held one or is disqualified from holding or obtaining such a licence
  - driven by anyone else with your general consent who to your knowledge does not have any other driving licence required by law to drive your vehicle for the purposes for which it is being used
  - driven by any person other than as described under the section of your effective Certificate of motor insurance headed “Persons or Classes of Persons entitled to drive”, except that cover will not be withdrawn
    - (i) While your vehicle is in the custody or control of a member of the motor trade for the purposes of overhaul, upkeep or repair
    - (ii) If the injury, loss or damage was caused as a result of your vehicle being stolen or having been taken without your consent or other lawful authority
    - (iii) If the person driving does not have a driving licence and you had no knowledge of such deficiency.
- (2) any liability you have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist.
- (3) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever or any consequential loss resulting; or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

- (4) any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power except so far as is necessary to meet the requirements of the Road Traffic Acts.

## General Conditions

### General Conditions apply to the whole of your Taxi Policy

#### Claims procedure

- (1) As soon as reasonably possible after any accident, injury, loss or damage, you or your legal personal representative must telephone us with the full details of the incident. Any communication you receive about the incident should be sent to us immediately. You or your legal personal representative must also let us know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest or fatal enquiry.
- (2) You, or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without our written consent. If we want to, we can take over and conduct in your name, or in the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for our own benefit to recover any payment we have made under this policy. We shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give us all the information and assistance necessary for us to achieve settlement.
- (3) Where there is a claim, or a number of claims arising out of one incident, and this relates to payment for liability for damage to property, we may, at any time, pay you the full amount we are required to pay under the policy (less any sums we have already paid in compensation) or, any lesser amount for which such claim or claims can be settled and, having done so, relinquish the conduct and control of such claim(s) and be under no further liability for them. We will, however, be liable for the payment of costs and expenses of litigation, recoverable or incurred, in respect of matters prior to the date of such payment.

#### Cancelling this policy

- (a) You may cancel this policy at any time after the date We have received the premium, by providing 7 days notice in writing to Us.
- (b) If there is a default under your credit agreement, arranged through your broker or TFP Schemes, which finances this policy, we, or any agent appointed by us and acting with our specific authority may cancel this policy by providing notice in writing to you in accordance with the default termination provisions set out in your credit agreement, arranged through your broker or TFP Schemes.

If your policy is cancelled under (a) or (b) above and provided that there have been no:

- (i) claim(s) made under the policy for which we have made a payment
- (ii) claim(s) made under the policy which are still under consideration
- (iii) incident(s) which you are aware of and are likely to give rise to a claim which has already been or is yet to be reported to us

during the current period of insurance we may, at our discretion, refund to you a proportionate part of the premium paid for the unexpired period.

- (c) Where there is no credit agreement, arranged through your broker or TFP Schemes, to finance this policy, we will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by us to your last known address.
- (d) We may also cancel this policy at any time by sending not less than 7 days notice in writing to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no

- (i) claim(s) made under the policy for which We have made a payment,
- (ii) claim(s) made under the policy which are still under consideration,
- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance.

## Other insurance

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

This provision will not place any obligation upon us to accept any liability under Section 2 which we would otherwise be entitled to exclude under Exclusion 1 to Section 2.

## Your duty to prevent loss or damage

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

## Arbitration

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

## Non Disclosure, Misrepresentation or Misdescription

### 1. Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
  - We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
  - We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

### 2. Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
  - We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or
  - We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

## Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover from You any sums paid by Us to You in respect of the claim,
- (3) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

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 or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided),
- (3) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (3) above, then We may 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.

## Monthly premiums

In the event of a total loss claim under this policy, all remaining monthly premiums for the period of the insurance contract will immediately become due. We reserve the right to deduct this amount from the claims settlement.

## Payments made under compulsory insurance regulations and rights of recovery

If the law in any country in which this policy operates requires us to settle a claim which, if this law had not existed we would not be obliged to pay, we reserve the right to recover such payments from you or from the person who incurred the liability.

## Financial Services Compensation Scheme

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

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU

## Complaints Procedure

### Our Promise of Service

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

### What will happen if you complain?

- We will acknowledge your complaint promptly.
- We aim to resolve complaints as quickly as possible.

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

### What to do if you are unhappy

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

If you are unhappy with the outcome of your complaint, you may refer the matter to the Financial Ombudsman (FOS) at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone:  
0800 023 4567 (calls from UK landlines and mobiles are free) or 0300 123 9123

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

Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

### Use of Language

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

### Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats please contact your insurance broker.





**029 20 30 10 30 • [www.tfpschemes.co.uk](http://www.tfpschemes.co.uk)**

TFP Schemes, Trevillian House, 40, Cathedral Road, Cardiff CF11 9LL



Authorised and Regulated by the Financial Conduct Authority