

Welcome to your PrivateHire

Insurance Policy



PolicyPlan

Contents

Introduction	3
Important information	4
Additional information	5
Definitions	6
Policy cover	8
Section 1 - Liability to others	8
Section 2 - Fire and theft	10
Section 3 - Accidental damage.....	11
Section 4 - Windscreen and windows.....	12
Section 5 - Personal accident, drivers' personal belongings, fare paying passengers' personal belongings and medical expenses	13
Section 6 - Driving abroad.....	15
Section 7 - Lock replacement (stolen keys).....	16
General exclusions	17
General conditions	19
Claim procedure	22
Cancellation	24
No claims discount	25
What to do if you have a complaint	26
Data protection notice	27

Introduction

This **policy document** is evidence of a legally binding **contract** of insurance between **you** and **us**. **You** must read this **policy document**, 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 document**, or in any **endorsement** applying to this **policy document**. **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 document**.

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

Important information

Your insurer

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

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

Your insurance policy 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

Choice of law

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

1. **you** and **we** agree otherwise; or
2. at the date of the **contract you** are a resident of 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.

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** policy and all details on to another intermediary. If **you** do not wish this to happen then please put **your** request in writing to **us**.

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.
7. Remove any **personal belongings** especially mobile phones, PDA or cash.
8. Always park **your** vehicle in a secure location, in **your** own garage or a secure public garage if possible.
9. Always lock **your** vehicle and activate any alarm &/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 policy.

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. Plus 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 document**, 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 insurance 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 document

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

Gefion Insurance A/S.

You, Your

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

Policy cover

(all sections are operative under this private hire insurance)

Section 1 – Liability to others

What is covered

We will insure **you** against everything **you** legally have to pay to people who claim for damages, 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.

We will also insure **you** for **your** legal liability to people who claim for damages if **you** kill or injure other people and 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, if they arise from a claim caused by an accident while **you** are carrying out **your** reasonable and proper duties in the course of **your** business or occupation as a licensed Hire & Reward driver.

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 policy to drive any other 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 & Reward driver.

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 traveling 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 or arising from a claim which is not 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:

1. **insured vehicle**. **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.

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 indirect 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), or if it has been left unlocked or with the keys in it or attached to it.
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.

Section 3 – Accidental damage

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.

What is not covered:

1. Any loss or damage described in ‘what is not covered’ under the Fire and theft section of this policy. **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**.

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 vehicle was pre-registered by the motor dealer from whom it was purchased.
4. **You** did not buy the 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.

Section 4 – Windscreen and windows

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**, unless **you** have **your** windscreen or window repaired rather than replaced. The **excess** must be paid direct to the repair or replacement company if **your** windscreen or other windows are replaced, rather than repaired. The amount of **excess** for windscreen/glass repair is £15 and the **excess** for windscreen/glass replacement is £100.
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, drivers’ personal belongings, fare paying passengers’ personal belongings and medical expenses

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	£2,500
Total loss of one or more limbs	£2,500
Permanent blindness in one or both eyes	£2,500

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.

Drivers’ personal belongings – what is covered

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

Drivers’ 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 insurance 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

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.

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 anyway.
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

Where **we** have accepted a claim but there is a disagreement over the amount payable to **you**, the matter will be passed to an arbitrator.

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 insurance 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 **our** £25 administration fee or 10% of return premium (up to a maximum £50) whichever is greater.

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

If **your** change of circumstances mean that **we** can no longer provide cover, **we'll** 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 clearly discloses in a reasonably clear and accessible manner all material facts 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** will 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**.
4. cancel **your** policy in accordance with the cancellation condition.

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

- a. intend to treat this insurance as if it never existed;
- b. need to amend the terms of **your** policy;
- c. effect **our** right to cancel **your** policy; or
- d. require **you** to pay more for **your** insurance.

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.

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.

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.

Claim procedure

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 policy, 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.

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.

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 policy schedule .
Accidental damage, fire and theft excess in all other instances:	Total excess as detailed in your policy 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 policy **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 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.

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.

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 car 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 motor vehicle if **you** drive it or attempt to drive it in a damaged condition.

Negotiation or settlement

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

Other insurance

If at the time of the claim there is any other policy covering the same property or occurrences insured under this policy we will be liable only for our proportionate share. If any other policy has a provision preventing it from contributing in like manner then our share of the claim will be limited to the proportion that the sum insured bears to the value of the property insured.

Salvage

We have the right to the **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 any proceedings or in the settlement of any claim and **you** must give **us** whatever co-operation, information and assistance is necessary.

Cancellation

To effect cancellation of **your** policy, **you** should contact **your insurance intermediary**.

This insurance provides **you** with a cooling-off period to decide whether **you** wish to continue with the policy. The cooling off period is for 14 days from the date **you** receive **your policy document**.

Cancellation by you during the cooling-off period

1. If a period of less than 14 days has elapsed since **you** received **your policy document** and cover has commenced, **you** have the right to cancel the policy. 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 **our** £40.00 administration charge.
2. If, at the date of cancellation **your** policy 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 policy by contacting **us** through **your insurance intermediary**. Providing there have been no claims or incidents likely to give rise to a claim in the 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 **our** £25 administration fee or 10% of return premium (up to a maximum £50) whichever is greater:

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 policy 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 **our** £25 administration fee or 10% of return premium (up to a maximum £50) whichever is greater.

Cancellation by us - non-payment of premium

We or **your insurance intermediary** can cancel this policy 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 **our** £25 administration fee or 10% of return premium (up to a maximum £50) whichever is greater. 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 - non-compliance with policy terms and conditions, failure to make a fair presentation of risk or fraud to gain advantage from this policy

We or **your insurance intermediary** can cancel this policy if **we** or **your insurance intermediary** become aware that **you** have misrepresented or provided fraudulent information or have been using the motor vehicle(s) other than in accordance with the policy 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 **our** £25 administration fee or 10% of return premium (up to a maximum £50) whichever is greater. 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 cancel or void the policy (treat the policy as though it never existed) and retain any unused portion of the premium.

No claims discount

If no claims are made under **your** policy 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 of the policy)	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** insurance policy. The price of **your** insurance policy 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 of the policy)	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 policies running for less than twelve months.

We will not reduce **your** no claims discount where the only payments made are for:

- 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)
- 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.

How to make your complaint

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.

Forsikrings Garantifond and Financial Services Compensation Scheme

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

Further information about the scheme is available from:

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

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

Further information about the scheme is available from:

Financial Services Compensation Scheme
10th Floor, Beaufort House
15 St Botolph Street
London
EC3A 7QU
Telephone: 0800 678 1100 or 020 7741 4100.

Regulation

Gefion Insurance A/S. Registered in Denmark, No. 53117 Authorised by the Financial Conduct Authority and regulated by the Finanstilsynet (Danish FSA).

Policy Administration

This policy is underwritten by Gefion Insurance A/S and managed by PolicyPlan Limited an appointed representative of Staveley Head Limited. Registered in England and Wales No. 6419377. Registered Office: Staveley House, 77 Church Street, Connah's Quay, CH5 4AS. Staveley Head Limited are authorised and regulated by the Financial Conduct Authority no. 3106000.

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:
 - a. help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
 - b. trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
 - c. check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;
 - d. 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 policy to other insurance companies with which **we** either reinsure **our** business, or who are dealing with a claim made under this policy. 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 the Data Protection Officer at:

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

Please provide **your** full name, policy number and address when contacting **us**. A £10 fee will apply.

