

7 Day Replacement Vehicle Policy

Underwritten by Tradewise Insurance Company Limited

IMPORTANT Your 7 Day Replacement Vehicle Policy

This is to confirm that Tradewise Insurance Company Ltd will provide the cover described below during the period of Your Policy. Cover is subject to the terms and conditions that follow. Payment of the Replacement Vehicle **Policy Premium** must be made before cover is provided. Kingsway Claims Ltd or a supplier of Kingsway Claims Ltd provides the benefits under this **Policy**. Kingsway Claims Ltd or a supplier of Kingsway Claims Ltd provides the Hire Vehicle under this **Policy**, but the contract is between Tradewise Insurance Company Ltd and the **Policyholder**.

Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in **bold** in this insurance:-

Hire Vehicle

A vehicle the same as the **Insured Vehicle**, or if not available a similar vehicle but of no higher Group rating than the **Insured Vehicle**. All subject to the Terms and Conditions of the **Insured Person's** Hackney Carriage Driver licence.
In the unlikely event **We** are unable to provide the **Hire Vehicle** due to circumstances beyond **Our** control then a Group A vehicle (e.g. 1.0 litre car) for Social, Domestic and Pleasure (SD&P) use only will be provided for a maximum period of up to 7 days. Provision is subject to **You** having the use of the **Insured Vehicle** for SD&P purposes at inception of this **Policy** and at the time of the **Insured Incident**.
All vehicles provided as decided by Kingsway Claims Ltd, within the **Territorial Limits**.

Insured Incident

A road traffic accident, fire or stolen recovered incident that makes the **Insured Vehicle** a total loss or immediately immobilised and Repairable, or driveable and in need of repair as decided by:

- i) the motor insurer if the damage is covered under the current motor insurance policy OR,
- ii) by the **Third Party You** are claiming against for your losses OR,
- iii) if a fault accident by a garage who is a member of the Vehicle Builders & Repairers Association (VBRA) or the Motor Vehicle Repairers Association (MVRA) or another similar recognised body. Alternatively, it is where the **Insured Vehicle** is stolen and it is not found.

Insured Person

A person aged 21 years and over who has held a full UK/EU driving licence for a minimum of 12 months and also holds a current Hackney Carriage Driver Licence, named as the insured on the current certificate of motor insurance issued through the **Participating Agent**.

Insured Vehicle

The one taxi that has been disclosed to **Your Participating Agent** and **Us** prior to the **Insured Incident** and is covered under **Your** current motor insurance certificate, and for which a **Premium** has been paid for Replacement Vehicle cover.

Participating Agent

The insurance intermediary, firm or company who are authorised to sell this **Policy** to **You** on behalf of the **Underwriter** and **Us**.

Period of Insurance

The period of the motor insurance policy which runs at the same time as this **Policy** and does not exceed 12 months.

Policy

This Policy of insurance.

Policyholder

The person who has taken out this **Policy**.

Premium

The payment, which needs to be paid to the **Participating Agent** by **You** to get the benefit of this **Policy**, except that **We** or the **Participating Agent** may, at **Our**/their absolute discretion, waive **Your** need to pay.

Provider

Kingsway Claims Ltd or supplier of Kingsway Claims Ltd.

Territorial Limits

England, Scotland and Wales.

Third Party

The other person(s) and/or party(s) responsible for the **Insured Incident**, excluding the **Insured Person** and/or **Policyholder** (as defined in this Policy).

Underwriter

Tradewise Insurance Company Ltd.

We/Us/Our

Kingsway Claims Ltd or the **Underwriter**.

You/Your

The **Insured Person**

What is Covered?

1. This insurance gives within the **Territorial Limits** up to 7 days of continuous vehicle hire should the **Insured Vehicle** have been made a total loss or immediately immobilised and repairable as a result of an **Insured Incident** OR stolen and not found OR the period of repair where the vehicle has been damaged but still driveable. All during the **Period of Insurance** and within those **Territorial Limits**.
2. A maximum of two claims in the **Period of Insurance** can be made.
3. Covers one **Insured Vehicle** only. A separate policy must be taken out for each individual **Insured Vehicle**.

You may extend the hire by contacting Kingsway Claims Ltd on 0800 205 5583.

The **Hire Vehicle** must be returned to Kingsway Claims Ltd or their agents immediately the **Insured Vehicle** becomes mobile OR no later than 48 hours after payment is issued to the **Policyholder** based on the insurance company's valuation of their claim OR issued by the **Third Party** or **Third Party Insurers** You are claiming against OR no later than the 7th day of hire (whichever comes first).

You may extend the hire by contacting Kingsway Claims Ltd on 0800 205 5583.

How to Claim your Hire Vehicle

Following an **Insured Incident**, please call **Us** within **48 hours** on 0800 205 5583 to obtain **Your Hire Vehicle**. **Kingsway Claims Ltd will take all relevant information and report on your behalf to your Motor Insurance Company.**

Conditions

You should note that the following conditions apply in all circumstances:

You must pay a security/fuel deposit when You collect the **Hire Vehicle**. This is refundable on return, provided it is free from damage and has the same amount of fuel as when collected

- when collecting the **Hire Vehicle**, the driver will need to produce their full current driving licence, current Hackney Carriage Driver Licence and personal identification, e.g. phone bill
- You must have a valid motor insurance policy through the **Participating Agent** to claim on this cover
- **Hire Vehicles** are provided in line with Kingsway Claims Ltd or its agent's standard requirements, terms and conditions which all drivers must meet
- a **Hire Vehicle** will only be provided once **We** get confirmation from the **Insured Person's** motor insurance company OR the **Third Party** OR (at **Your** expense) faxed confirmation from a garage who are a member of the VBRA, MVRA or a similar recognised body, that the **Insured Vehicle** is a total loss or immediately immobile. The **Hire Vehicle** will not be provided until this information is received
- if the **Insured Vehicle** has been stolen You must give a police crime reference number before a **Hire Vehicle** can be provided
- the **Insured Person** may have to provide Comprehensive insurance for the **Hire Vehicle**

We must draw your attention to:

What is Not Covered?

The following are not covered under this insurance:

1. Any claim for further or extended provision of a **Hire Vehicle** where the **Insured Person** has already had the **Hire Vehicle** benefit or the benefit has commenced as a result of the **Insured Incident**
2. all fuel, fares, fines and fees relating to the **Hire Vehicle** while You hire it
3. any claim where the motor insurer does not provide cover under the terms of the underlying motor insurance policy
4. any further hire charges due after the first seven days hire, or more than 48 hours after payment is issued under the terms of the underlying motor policy for a total loss or stolen not found incident or received from the **Third Party** or **Third Party** insurers, whichever comes first
5. any further hire charges after the **Insured Vehicle** becomes mobile
6. any claim where the **Insured Vehicle** has been stolen and has not been reported to the Police
7. act of God
8. any claim reported to **Us** more than 48 hours after the **Insured Incident**
9. any claim for a **Hire Vehicle** more than five days after the **Insured Vehicle** has been determined a total loss
10. sea transit charges for the delivery and collection of the **Hire Vehicle**
11. any claim due to a deliberate non-disclosure or criminal act, which is found to the **Provider's** satisfaction to be of a fraudulent or false nature. The **Insured Person** will be held responsible for any costs paid or due where this happens.
12. any excess payable in the event of a claim involving the **Hire Vehicle**
13. any **Insured Incident**, which happened before the **Policy** started
14. any claim that arises from **Your** unlawful use of drink or drugs
15. any claim covered under any other policy, or any claim that would have been covered by another policy if this **Policy** did not exist

For general advice about cover under this **Policy**, please call 0800 205 5583.

Notice to the Insured Person

The **Insured Person** must take all reasonable steps to keep down the costs of the claim.

The **Insured Person** must pay to the **Provider** any costs, charges or fees recovered from the **Third Party** to the extent of the sums indemnified under this **Policy**

The **Insured Person** should take all action possible to recover any costs, charges or fees the **Provider** may have paid or is due to pay. If any amounts are recovered they must be paid to the **Provider**

When hire of a replacement vehicle ends, the **Provider** can take over and if necessary take proceedings in the name of the **Insured Person** to recover the hire costs from the **Third Party**

Kingsway Claims Ltd, or a supplier of Kingsway Claims Ltd is the **Provider** of the services provided by the **Replacement Vehicle** cover. Kingsway Claims Ltd or a supplier of Kingsway Claims Ltd provides the **Hire Vehicle** under the **Replacement Vehicle cover**; but the contract is between the **Underwriter** and the **Policyholder**.

Cancellation Right

You can cancel the **Policy** at any time however no refund will be made on any premiums, **We** and **Your Participating Agent** can cancel this **Policy** at any time as long as **We/Your Participating Agent** tell **You** at least 21 days before.

How to Make a Complaint

We are committed to dealing with customer complaints in a fair and prompt way. Complaints can be made verbally or in writing. If **You** have a complaint, **You** can contact **Us**. **We** will contact **You** within five days of receiving **Your** complaint to tell **You** what action is being taken. **We** will try to resolve the problem and give **You** an answer within four weeks. If it will take longer than four weeks then **You** will be told when **You** can expect an answer.

It is **Our** experience that most complaints can be resolved by speaking to the staff directly responsible for **Your** claim. Please call **Us** on 0800 205 5583 or write to Managing Director, Kingsway Claims, The Axis Building, Maingate, Kingsway North, Team Valley, Gateshead, NE11 0NQ.

If after making a complaint, **You** are still unhappy, as the complaint has not been resolved to **Your** satisfaction, **You** have the right to refer the complaint to the Financial Ombudsman Service. The contact information is: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone 0845 080 1800. E-mail: enquiries@financial-ombudsman.org.uk. This complaints procedure does not affect any legal rights **You** may have.

Governing Law and Language

This **Policy** is governed by and interpreted with English Law. All communication will be in English.

Whole Agreement

This **Policy** contains the entire agreement between the **Policyholder** and any **Insured Person** claiming under it and the **Underwriter** and **Us** on their behalf. No other representation or warranty by the **Insured Person** or **Us** or their authorised representatives or any third party shall have any contractual effect unless agreed by both parties in writing.

This **Policy** is supplied by Kingsway Claims Ltd (FCA Reference: 613476), The Axis Building, Maingate, Kingsway North, Team Valley, Gateshead, NE11 0NQ, and is underwritten by Tradewise Insurance Company Limited Suite 943, Europort, Gibraltar.

Kingsway Claims Ltd, The Axis Building, Maingate, Kingsway North, Team Valley, Gateshead, NE11 0NQ or a supplier of Kingsway Claims Ltd provides the benefits under this **Policy**.

Kingsway Claims Ltd, The Axis Building, Maingate, Kingsway North, Team Valley, Gateshead, NE11 0NQ or a supplier of Kingsway Claims Ltd provides the Hire Vehicle under this **Policy**.

The Financial Service Compensation Scheme (FCSC) covers all of the above companies. You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends upon the type of insurance and the circumstances of the Claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Services Authority or the FSCS. The FSCS can be visited on the web at www.fscs.org.uk or by contacting the FSCS on 020 7892 7300.



James W Humphreys

Chief Underwriting Officer and Chairman on behalf of Tradewise Insurance Company Ltd.