



Taxi Excess Protection Policy Wording

Thank **You** for choosing Taxi Excess Protect Insurance. The information in this policy wording contains important information and we have made it as easy as possible to understand. Please take time to read through it and contact **Us** if **You** need any further information.

Insurer

This insurance is underwritten by UK General Insurance Limited on behalf of UK General Insurance (Ireland) Limited, an insurance company established in Ireland and authorised and licensed by the Central Bank of Ireland. Registered in The Republic of Ireland, Registration Number 340407; Registered Office: Alexandra House, The Sweepstakes, Ballsbridge, Dublin 4.

Your Policy is arranged and claims administered by RTR UK Ltd, Dovecote House, Middlecliffe Lane, Little Houghton, Barnsley, South Yorkshire, S72 0HW

RTR UK Limited is an appointed representative of MB&G Insurance Services Limited, which is authorised by the Financial Conduct Authority (FCA), Ref 306978. RTR UK Limited is registered in England and Wales, Company No 05174365, Registered Address Dovecote House, Middlecliffe Lane, Little Houghton, Barnsley, S72 0HW.

This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/firms/systems-reporting/register or by calling the FCA on 0800 111 6768.

What makes up this policy?

These Taxi Excess Protect Insurance policy terms and conditions and **Your Certificate of Insurance** must be read together as they form **Your** insurance contract.

Monetary limits

The **Policy** insures **You** up to the amount of **Your Excess** in respect of each claim made under this **Policy** in respect of the **Period of Insurance** subject to an aggregate annual amount equal to **Your Cover Level** as specified on **Your** Certificate of Insurance.

Cooling off period

Your Policy Administrator will refund in full **Your** premium, if, within 14 days of purchasing this insurance **You** decide that it does not meet **Your** needs providing that **You** have not reported or are intending to report a claim. Once the 14 days has expired **You** have the right to cancel this insurance; however, no refund of premium will be due.

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

1. Fraud
2. Non-payment of premium
3. Threatening and abusive behaviour
4. Non-compliance with policy terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Jurisdiction and law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **Your** main residence is situated.

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

1. Supply accurate and complete answers to all the questions **We** or the administrator may ask as part of **Your** application for cover under the policy;
2. To make sure that all information supplied as part of **Your** application for cover is true and correct;
3. Tell **Us** of any changes to the answers **You** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

War and terrorism exclusion

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other consequence to the loss:

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion,

- revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
or
2. Any act of terrorism.

For the purpose of this statement, any act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This statement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above. If the underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **Insured Person**.

In the event any portion of this statement is found to be invalid or unenforceable, the remainder shall remain in full force and effect

Definitions

Where **We** explain what a word means that word will be highlighted in bold print and with a Capital Letter and will have the same meaning wherever it is used in the policy.

Annual Aggregate Limit means the total amount of cover **You** have purchased under **Your** Motor excess Insurance policy as stated in **Your Certificate of Insurance**. The policy will continue to respond for the **Period of Insurance** or until **Your** chosen level of indemnity on the **Reimbursement** is exhausted; whichever comes first. Once the **Annual Aggregate Limit** is exhausted **You** are then liable for all and any future excess payments as defined in **Your Main Motor Insurance Policy** for the remainder of this **Period of Insurance**.

Certificate of Insurance means the document that contains the name of the policy holder and gives details of the cover provided by this motor **Excess** insurance policy and the **Motor Vehicle** to which this cover relates.

Commercial Travel means commercial use by sales representatives.

Driving Instructor means an Approved Driving Instructor (ADI) with the Driving Standards Agency.

Excess means the first part of any payment **You** must pay towards a claim under the terms of **Your Main Motor Insurance Policy**. Payment of the **Excess** will not include any administration or other fees which **You** may be charged by **Your** insurer under **Your Main Motor Insurance Policy**. Such fees are not recoverable under this policy.

Motor Vehicle means a private vehicle or motorcycle (not being an invalid carriage) which is constructed for the carriage of passengers and their effects and is adapted to carry not more than seven passengers and does not exceed 3.5 tonnes, of which **You** are the owner and which **You** are authorised to drive.

Motor Vehicle Hire means the **Motor Vehicle** owned by a licensed rental company or agency which **You** have agreed to hire from them according to the terms of **Your** rental agreement. The hired vehicle must not exceed the limitations as stated under the definition of **Motor Vehicle**.

Motor Vehicle Hire Insurance Policy means the **Main Motor Insurance Policy** issued by an authorised UK motor insurer to **You** in respect of a **Motor Vehicle** that **You** have hired.

Named Driver(s) means drivers in addition to **You** who are permitted to drive under the terms of **Your Main Motor Insurance Policy**.

Period of Insurance means the period for **We** have accepted the premium as stated in **Your Certificate of Insurance**.

Main Motor Insurance Policy means the insurance policy issued by an authorised UK motor insurer to **You** in respect of **Your Motor Vehicle**.

Motor Insurer means an authorised and regulated UK motor insurer.

Waived or Reimbursed means where a third party has already made good, which is the first amount of any claim shown in the schedule under own damage of **Your Main Motor Insurance Policy**.

We/Us/Our/Insurer UK General Insurance Limited on behalf of UK General Insurance (Ireland) Ltd.

You/Your/Insured Person means the person whose name appears at the top of the **Certificate of Insurance** of this Motor Excess Insurance policy.

Who and what vehicles are eligible for cover under this Policy? (Eligibility)

Who's covered?

1. Any person who is permanently resident in the United Kingdom (England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man); and
2. Any person who has a current and valid UK driving license or holds a full internationally recognised license.

What is covered?

Subject to the appropriate premium being paid, **We** will pay **You** in each relevant **Period of Insurance** an amount equal to the **Excess** in relation to each settled claim on **Your Main Motor Insurance Policy** up to the **Annual Aggregate Limit** in respect of claims arising from fire, theft, flood or vandalism or an accident where **You** were at fault, or where within six months **You** are unable to recover **Your Excess** from a liable third party. This applies to one **Motor Vehicle** in **Your** name or a **Motor Vehicle** that **You** have hired.

Annual Aggregate Limits Available

1. £250 in any one Period of Insurance
2. £500 in any one Period of Insurance
3. £1000 in any one Period of Insurance

Once **You** have made claims which total the **Annual Aggregate Limit**, no further payments will be made under this policy and this **Excess** insurance policy will lapse. You will then be liable for all and any future excess payments as defined in **Your Main Motor Insurance Policy**. Please refer to **Your Certificate of Insurance** to check the **Annual Aggregate Limit** You have chosen.

Cover is provided under the following use types:

1. Social Domestic and Pleasure;
2. Personal business use by the policyholder;
3. Personal use by **Named Driver(s)**;
4. Personal business use by policyholder and **Named Driver(s)**
5. Business use by the policyholder and **Named Driver(s)** (excluding **Commercial Travel**)
6. Approved **Driving Instructors** are included.

General Conditions

1. The **Main Motor Insurance Policy** that **You** have must be current and valid Protection Insurance that is provided by an FCA regulated and authorised UK insurer or the Jersey Financial Services Commission.
2. The policyholder as stated on **Your Certificate of Insurance** must match the lead name of the individual on **Your Main Motor Insurance Policy** or on the **Motor Vehicle Hire Insurance Policy** that has responded and to which this policy will respond to the amount of the **Excess**.
3. In the event that any misrepresentation or concealment is made by **You** or on **Your** behalf in obtaining this insurance or in support of any claim under this insurance the policy is voided and no refund of premium will be given.
4. Right of recovery - **We** can take proceedings in **Your** name but at **Our** expense to recover for **Our** benefit the amount of any payment made under this policy.
5. Other insurance - if **You** were covered by any other insurance for the **Excess** payable following the incident, which resulted in a valid claim under this policy, **We** will only pay **Our** share of the claim.
6. Keeping to the terms of this policy - **We** will only give **You** the cover that is described in this policy if any person claiming cover has met with all the terms of this Taxi Excess Protect policy, as far as they apply.
7. Fraudulent claims - If **You** make a claim under this policy that is false or fraudulent in any way, the policy is void and any claim will not be paid.
8. In the event **We** pay a claim under any cover provided by this insurance that may be recoverable from a third party, **We** will be entitled to ask for all reasonable help from **You** to take action in **Your** name to get back **Our** costs from the third party.
9. **You** must maintain at all times during the period of this policy a **Main Motor Insurance Policy** issued by a UK registered and authorised **Motor Insurer** to **You** in respect of **Your Motor Vehicle**.

What is not covered (Exclusions)

1. Any claim that **Your Main Motor insurance Policy** or the **Motor Vehicle Hire insurance Policy** does not respond to or where the **Excess** is not exceeded.
2. Any claim on the **Main Motor insurance Policy** or the **Motor Vehicle Hire insurance Policy** which occurred prior to the start date of this insurance as shown on **Your Certificate of Insurance** or confirmation of coverage document.
3. Any claim notified to **Us** more than 31 days following the settlement of **Your** claim by **Your** motor insurer.
4. Any contribution or deduction from the settlement of **Your** claim against **Your Main Motor insurance Policy** or the **Motor Vehicle Hire insurance Policy** other than the stated policy **Excess**, for which **You** have been made liable.
5. Where a third party has **waived** or **reimbursed you** and made good, which is the first amount of any claim, shown as **excess** in the schedule under own damage of **Your Main Motor insurance Policy** or the **Motor Vehicle Hire insurance Policy**
6. Any liability **You** accept by agreement or contract, unless **You** would have been liable anyway.
7. Any claim that is refused by **Your** motor insurer to whom **You** are claiming.
8. Any claims where **the Motor Vehicle** in **Your** name is used for hire and reward.
9. Motor claims arising from breakdown, misfuelling, windscreen repair or replacement or any glass repair or replacement to **Your Motor Vehicle** or a vehicle **You** have hired.
10. Any losses caused by war, revolution or any similar event. Any losses caused by:
 - a) ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
 - b) radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.

How to Make a Claim

Claims will be handled on the **Insurer's** behalf by the **Claims Administrator**. The process has been designed specifically to enable the process and handling of the claim to be as quick and efficient as possible.

Please call the **Claims Administrator** on 0844 344 2020 to notify them of Your claim.

The **Claims Administrator** will register **Your** claim. They will send an acknowledgement letter with a claim form for **You** to complete. This correspondence will include a list of documents required to support **Your** claim. Please post a copy of this acknowledgement, the completed claim form and all supporting documentation to:

RTR UK Limited
Dovercote House,
Middlescliffe Lane,
Little Houghton,
Barnsley,
South Yorkshire
S72 0HW

UK General Insurance Ltd is an insurer's agent and in the matters of a claim act on behalf of the **Insurer**.

Failure to follow these steps may delay or jeopardise the payment of the claim.

Complaints Procedure

It is the intention to give You the best possible service but if You do have any questions or concerns about this insurance or the handling of a claim You should contact:

RTR UK Limited
Dovercote House,
Middlescliffe Lane,
Little Houghton,
Barnsley,
South Yorkshire
S72 0HW

Tel: 0844 344 2020

If **Your** complaint about the sale of **Your** policy cannot be resolved by the end of the next working day, **Your** agent will pass it to:

Customer Relations Department
UK General Insurance Limited,
Cast House,
Old Mill Business Park,
Gibraltar Island Road,
Leeds
LS10 1RJ

Tel: 0345 218 2685

Email: customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
Harbour Exchange,
London,
E14 9SR

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

Compensation Scheme

The Insurance Compensation Fund in Ireland exists for the protection of consumers. In the event that an insurer is unable to pay a claim, compensation may be available from this fund. **You** may obtain more information about the Insurance Compensation Fund by visiting the Central Bank of Ireland's website at www.centralbank.ie.

Data Protection Act 1998

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.