



TAXI
INSURANCE POLICY

All claims should be reported within 24 hours regardless of fault directly to our dedicated claims team on 0333 003 0613

INTRODUCTION

Thank **You** for choosing Plan Insurance Brokers for your taxi insurance.

Plan Insurance Brokers are a family-owned, independent insurance intermediary delivering high-quality cover from market-leading insurers in niche commercial and personal lines insurance.

The business spans two generations and four decades. **We** are listed in the UK's top 100 brokers.

We aim to provide the best **Policy** coverage and **Claims** service possible to give **You** peace of mind should **You** need to make a **Claim**.

We have done everything possible to make **Your** insurance documents as easy as possible to understand.

This **Policy** booklet gives useful advice on how to make a **Claim** and what **You** can do if **You** are unhappy with our service.

If **You** have any questions, please call a member of our team, and **We** will be happy to help.

All **Claims**, regardless of fault must be reported within the first 24 hours to **Our** dedicated claims team to qualify for the reduced **Policy Excess** as shown on **Your Schedule**.

24 HOUR CLAIMS LINE - **0333 003 0613**

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DEFINITIONS

The words and phrases have the same meaning wherever they are used in this **Policy**:

Accessory/Accessories - All accessories to the vehicle forming an integral part of the **Insured Vehicle** including radios, other entertainment and communications equipment connected to a power source within the **Insured Vehicle** and permanently fitted satellite navigation equipment as supplied by the vehicle manufacturers as standard.

Accident - any unforeseen event or one without apparent cause. Anything that occurs unintentionally or by chance.

Claim - is a formal request by a policyholder to an insurance company for coverage or compensation for a covered loss or policy event.

Business - A **Insured Vehicle** being used for the specific purpose of Carrying goods for hire or reward, carrying passengers for hire or reward.

Certificate of Motor Insurance - The current document that proves **You** have the motor insurance **You** need by law. It shows who can drive **Your Vehicle** and what **you** can use it for. It is proof that **You** can use **Your Vehicle** on a road or other public place, as required by the Road Traffic Acts.

We/Us/Our – Wakam (UK Branch).

Data Subject(s) - Any individual whose Personal Data and Special Categories of Personal Data is processed in accordance with the Data Controllers procedures and instructions for the purposes of meeting its legal obligations under this contract.

DVLA - The Driving and Vehicle Licensing Authority. Note: For details of information held about **You** by the DVLA, go to www.dvla.gov.uk.

Endorsement - Any variation to the terms, conditions and exclusions of this **Policy** as shown in the **Schedule**.

Excess(es) - The amount **You** must pay towards any **Claim** as is shown in **Your Policy Schedule**. **You** are responsible for the **Excess** even if the incident is not **Your** fault.

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Fare money - Cash, cheques, credit and debit card sales vouchers and traveller's cheques belonging to, held by or in connection with **Your Business**.

Insured/ You/ Your - The person or persons as shown on the **Schedule** and **Certificate of Motor Insurance** who has been a UK resident for at least 60 months prior to the inception of the **Policy** or the date of inclusion/addition to the **Policy** and where required is licenced with the appropriate authority.

Insured Vehicle - Any vehicle or taxi being driven or used within any licencing or regulatory requirements including its permanently fitted **Accessories** and in-vehicle equipment which is:

- a) owned, registered, leased or hired under a hire purchase agreement by **You**;
- b) Described in the **Schedule** and current **Certificate of Motor Insurance** and where legally required, recorded on the MID.

Keys - Any key, fob, entry card or other device or keyless entry system used to access and/or start the **Insured Vehicle**.

Market Value - The cost of replacing the **Insured Vehicle** with a vehicle of similar make, model, age, mileage and condition immediately preceding the time of the loss or damage or **Your** estimate of value of the **Insured Vehicle** (where appropriate) as last declared to **Us**, whichever is the lower amount.

MOT Certificate - the certificate issued in Great Britain by an authorised car repair garage as proof that **Your Insured Vehicle** has passed an annual Ministry of Transport vehicle test.

Period of Insurance - The duration of the **Policy** as shown in the **Schedule** and **Certificate of Motor Insurance**.

Policy - this policy booklet, **Your Schedule**, any **Endorsement** and **Your Certificate of Motor Insurance**.

Public Hire - Full taxi use under hackney carriage licence. Vehicles which ply for hire in the street or operate from central stance are included. Two-way radios, radio-telephones and the like may be used.

Road Traffic Act - any compulsory motor insurance provisions of any road traffic acts, laws or regulations that govern the driving and use of motor vehicles in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

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Statement of Fact - The record of information supplied by **You**, or **Your Senior Management** and given to **Us**.

Schedule - The document issued which shows details of the **Insured**, **Period of Insurance**, **Endorsements** applicable, **Excess(es)** and the cover provided.

Spouse - The legally married husband or wife, or common law partner living and registered at the same address declared as **You**.

Senior Management - Shall mean those individuals who play a significant role in the making of decisions about how the **Insured's** activities are to be managed or organised, including but not limited to their insurance requirements and arrangements.

Terrorism - An act or threatened act as set out in the Terrorism Act 2000 and which is a) carried out by any person or group(s) of persons whether acting alone, on behalf of or in connection with any organisation(s) or government(s) b) committed for political, religious, ideological or other similar purposes including the intention to influence any government and/or to intimidate the public or any section of the public and which involves any serious violence, damage to property or disruption to or interference with an electronic system, any risk to health or safety or which endangers life.

Territorial Limits: - United Kingdom, Northern Ireland, the Isle of Man and the Channel Islands.

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ISSUED BY THE PLAN GROUP

In consideration of **You** having paid the premium or agreed to pay the premium on the date of inception of this contract **We** agree to provide the insurance described in this **Policy** booklet, **Schedule** and any **Endorsements**. This **Policy** booklet, **Certificate of Motor Insurance**, the **Schedule** and any **Endorsement** should be read together as one contract any word or expression to which a specific meaning has been given in any of them shall bear such meaning wherever it appears.

Please read these documents carefully and keep them safe.

It is important that **You**:

- check the **Schedule**, **Certificate of Motor Insurance** and any information **You** have given **Us** is accurate;
- notify **Us** as soon as possible of any inaccuracies in the information **You** have provided or any inaccuracies in **Your Schedule** or **Certificate of Motor Insurance**;
- comply with **Your** as duties set out in this **Policy**.

PLAN INSURANCE BROKERS

This **Policy** is arranged and administered by Plan Insurance Brokers. Plan Insurance Brokers is a trading name of The Plan Group Limited. The Plan Group Limited is authorised and regulated by the Financial Conduct Authority (FCA) No. 307249

Phone: 0800 542 2740

Email:

CustomerServices@planinsurance.co.uk

Website: <https://www.planinsurance.co.uk>

Address: Plan Insurance Brokers

Prospero – 73 London Road

Redhill, Surrey

RH1 1LQ

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YOUR INSURER



This Policy is underwritten by Wakam (UK Branch). Wakam is registered with the Registrar of Companies under SIRET company number 562 117 085 00083 with a registered office at 120 – 122 rue Réamur, 75002 Paris, France, operating through its' UK Branch whose principle place of business is 18th & 19th floors, 100 Bishopsgate, London, EC2N 4AG. Wakam is authorised and regulated by the Autorité de Contrôle Prudentiel et de Résolution, 4 Place de Budapest CS 924559, 75436 Paris (France). Wakam is deemed authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's Website. FCA registration number 517214.

FINANCIAL SERVICES COMPENSATION SCHEME

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **We** cannot meet **Our** liabilities under this **Policy**. Further information about the FSCS can be found at www.fscs.org.uk or by telephoning 0207 741 4100 / 0800 678 1100 or writing to the FSCS at 10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU.

YOUR INSURANCE

This is a commercial policy, subject to the provisions of the Insurance Act 2015 and is a legally binding contract of insurance between **You** and **Us**. The **Statement of Fact** records the information **You** or **Your Senior Management** have given to **Us**.

We agree to insure **You** under the terms, conditions and exceptions of this **Policy** for any liability, loss or damage that occurs during any **Period of Insurance** for which **You** have paid, or agreed to pay a premium.

Unless **We** have agreed otherwise with **You**, this insurance is governed by English law and subject to the exclusive jurisdiction of the English courts.

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IMPORTANT INFORMATION

You must disclose to **Us** all material information relating to this **Policy**. **We** rely on the information **You** provide to **Us** being accurate and complete. If it was not, **You** must tell **Us** immediately, otherwise this **Policy** may be subject to an increase in premium, change in terms and conditions, **Your Claim** not being fully paid or the **Policy** may be void and of no effect and the annual premium possibly retained.

You must also notify **Us** as soon as possible about any future changes which affect your **Policy**. If **You** do not, then this **Policy** may be subject to an increase in premium, change in terms and conditions, **Your Claim** not being fully paid or the **Policy** may be void and of no effect and the annual premium possibly retained.

Please refer to the **General Conditions** section of this **Policy** (page 27) for further information.

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HOW TO MAKE A CLAIM?

You should notify **Us** as soon as reasonably possible in the event of an **Accident** or **Claim** by contacting **Our** claims team within 24 hours on 0333 0033 0613.

Delay in notifying **Us** of an incident may increase claim costs, which **You** may become liable to pay. It may also invalidate **Your** right to claim.

Please have the following information, where possible, when notifying **Us** of an **Accident** or **Claim**:

- **Your Policy** number
- Driver's name, address and date of birth
- Vehicle registration
- Date the accident occurred
- Location and description of the accident
- Any supporting evidence such as photos or video

We aim to deal with **Your Claim** promptly and fairly. **We** will update **You** on the progress of **Your Claim** by email, mail or by phone – whichever **You** prefer.

WHAT TO DO FOLLOWING AN ACCIDENT?

Unfortunately, accidents happen and for **Us** to offer **You** the best service **You** will need to record the following information:

- Full details of any third party involved in the **Accident** including name, telephone number, address, registration number, make and model of the vehicle.
- The number of passengers in the third party vehicle, was anyone injured? If so was the emergency services called?
- Witness details - Look for anyone who can act as an independent witness, this can be used as an invaluable piece of evidence.
- If it's safe to do so, please take photos of the **Accident** scene and damaged areas of both vehicles.
- Position of all vehicles involved, road names and speed **You** were traveling at.

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- Do not admit **You** were at fault in any way or offer to make a payment. Please make a record if any other person does this.

Once **You** have reported the incident, **Our** claims team will send **You** a statement of truth containing a record of the information provided by **You**. Please check the information and if any of the information is incorrect **You** must advise **Us** as soon as possible.

WHAT TO DO FOLLOWING A THEFT?

You must call the police immediately (ideally within 24 hours) following a theft and record the crime reference number. Once **You** have this **You** must call the claims team on 0333 003 0613.

Following the theft being reported **You** must provide the following:

- Vehicle Registration document (V5)
- Current MOT Certificate.
- All sets of **Keys**.

If **You** do not provide **Us** with the above **We** may not be in a position to pay **Your Claims** in accordance with the terms and conditions of **Your Policy**.

If **Your Insured Vehicle** is recovered at any stage, either before or after **We** have sent the settlement cheque or bank transfer to **You**, please contact **Us** immediately with details of the **Insured Vehicle** location. This will enable **Us** to move the **Insured Vehicle** to one of **Our** agents. Failure to do this may result in **You** becoming liable for any towing and storage charges.

CLAIMS CONDITIONS

It is a condition that following any **Accident**, injury, loss or damage, **You** should telephone **Our** claims helpline on 0333 003 0613 within 24 hours to qualify for the reduction in **Policy Excess** of **£150**.

Should the **Claim** be reported after the first 24 hours following the **Accident**, injury, loss or damage the total **Excess** as detailed in **Your Policy Schedule** will apply.

You must send **Us** any letter, claim, writ or summons relating to any **Accident** or **Claim** as soon as **You** have received it. **You** must also let **Us** know immediately if **You** or **Your** legal advisors become aware of any prosecution, inquest or fatal accident inquiry concerning a **Claim** which might be covered under this **Policy**.

All claims should be reported within 24 hours regardless of fault directly to our dedicated claims team on 0333 003 0613

You or any other person claiming under this **Policy** must not offer any admission of liability or offer or promise of payment shall be made without **Our** written consent.

A fully completed report form and driving entitlement consent form (D796) or share code must be returned to **Us** upon request. Failure to do so may result in the cancellation of the **Policy**.

Failure to co-operate with **Our** claims investigation will leave **Us** with no alternative than to proceed to settle the **Claim** on a without prejudice basis, reduce **Your** NCB and issue a notice of cancellation. **We** will not pay for further damage to the **Insured Vehicle** if **You** drive it or attempt to drive it in a damaged condition.

You must immediately inform the police of the theft of or attempted theft of or malicious damage to the **Insured Vehicle** and obtain a crime reference number.

You must supply all estimates, information and assistance as may be required by **Us** and **Our** appointed agents.

We shall be permitted to take over and deal with the defence or settlement of any **Claim** in respect of any liability covered by this **Policy** in the name of the person against whom the **Claim** is brought;

We shall be permitted to take proceedings at **Your** opponents own expense to recover the amount of any payment made under this **Policy** in the name of the **Insured** or other insured person to whom payment has been made and shall be given their full co-operation in relation there to.

We reserve the right to seek reimbursement from **You** for any increased compensation and/or costs incurred due to failure to complete paperwork and/or late notification of any incident.

You shall reimburse **Us** for any amount advanced by **Us** in connection with such loss not exceeding the amount for which **We** make payment in respect of any loss for which indemnity is payable under the **Policy**. This is the case even if such payment has been expressed to be made ex gratia or without prejudice. The term "loss" means a loss or series of losses resulting from a single occurrence.

We will not pay a **Claim** if there is any other insurance in force which covers the same loss, damage or liability as this **Policy**.

If **You** owe **Us** premium or claims monies under this, or any other **Policy** **You** hold with **Us**, **We** will deduct such monies from any valid **Claim** which becomes payable under this **Policy**. Such deductions may reduce or remove any liability **We** owe to **You**. In the event **Your** debt is not extinguished or **We** are unable to deduct the amount owed for any reason, this condition does not prevent **Us** from pursuing **You** separately for any balance owed.

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WINDSCREEN DAMAGE

Call **Our** Windscreen claims services on **01908 038026**.

We will cover **You** for the cost of repair/replacement of a broken glass for the **Insured Vehicle** up to the amount shown against this **extension of cover** on the **Schedule**.

You will need to produce your **Certificate of Motor Insurance** and **Schedule**.

PRIVATE / PUBLIC HIRE INSURANCE POLICY DOCUMENT

The Insured and **We** agree that:

1. **The Insured** will pay the premium on demand.
2. **We** will provide insurance subject to the terms of this **Policy** while an **Insured Vehicle** is:
 - a. Being used on any road or public highway as defined by the Road Traffic Act.
 - b. Temporarily garaged or parked during the course of a journey.
 - c. Garaged or parked at private residence of the **Insured** as described in the **Schedule** and/or **Statement of Fact**.
 - d. Garaged or parked at the permanent place of work/employment of the **Insured** as described in the **Schedule** and/or **Statement of Fact**.
3. **We** will provide cover subject to the terms, conditions and exclusions of this **Policy** in respect of **Accident**, injury, loss or damage occurring in the **Territorial Limits** (or in the course of transit or any process of loading and unloading) during the **Period of Insurance**.

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SECTION 1 – LIABILITY TO THIRD PARTIES

Policy Cover

We will insure **You** against all sums **You** are legally liable to pay arising from:

- 1) an **Accident** caused by, or arising out of, the use of **Your Insured Vehicle** resulting in death of or bodily injury to any person, for an unlimited amount; or
- 2) an **Accident** caused by, or arising out of, the use of **Your Insured Vehicle** resulting in Damage to property up to £5,000,000. This limit will apply in respect of any one **Claim** or a number of **Claims** arising from one incident caused by or arising out of the use of the **Insured Vehicle** or a trailer correctly attached to the **Insured Vehicle** by towing equipment made for this purpose, so long as towing is allowed by law.
- 3) Liability of other persons driving or using the **Insured Vehicle** - on the same basis and limits that **We** insure **You** under this Section. **We** will also insure the following persons:
 - a) any person allowed by the **Certificate of Motor Insurance** to drive the **Insured Vehicle**;
 - b) any person who is using, the **Insured Vehicle** with **Your** permission; or
 - c) any person, at **Your** request, who is travelling in, or getting into or out of, the **Insured Vehicle**.
- 4) Legal Personal Representatives - In the event of death of any person insured by this Section, **We** will insure the legal personal representatives of the deceased person against any liability covered by this Section.
- 5) Emergency Treatment Fees - **We** will pay for emergency medical treatment fees from any **Accident** under this **Policy** involving any **Insured Vehicle** as required by the **Road Traffic Acts**.
- 6) Legal Costs - In connection with any liability which is insured by this Section, **We will pay according to the schedule of legal fees provided in the contract**:
 - a) the fees of any solicitor appointed by **Us** to represent anyone insured under this Section during proceedings in any court of summary jurisdiction or at any coroner's inquest or fatal Accident inquiry;
 - b) the cost of legal services arranged by **Us** to defend a charge of manslaughter or causing death by dangerous driving; or other costs and expenses incurred with Our written consent.

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Driving other cars – SDP only

We will extend Section 1 (Liability to third parties) to cover **You** to drive any private car which is not owned by **You** or hired to **You** under a rental, hire purchase or lease agreement. **We** will provide cover, under this section of the **Policy** only whilst **You** are driving any car in the United Kingdom with the permission of the owner for social, domestic and pleasure purposes.

This extension applies to the **Insured** only. Cover does not apply in respect of any other driver named under this **Policy** provided that:

- a) This is allowed by the current **Certificate of Motor Insurance** and subject always to the limits, terms, conditions and exclusions of the **Policy**
- b) The borrowed vehicle is:
 - i) registered, taxed, insured and recorded on the MID in the owner's name
 - ii) driven or used by **You** for no more than 7 days unless the **Schedule** shows that **We** have agreed to an extended period
- c) The borrowed vehicle is not
 - i) owned by or hired to **You** under a hire purchase, self-drive hire, credit hire or lease agreement.
 - ii) available to **You** on a regular basis
 - iii) taken outside the United Kingdom without **Our** written agreement
 - iv) with a gross vehicle weight exceeding 3.5 tonnes.
 - v) being test driven or evaluated by **You**.
 - vi) fitted with more than 9 seats total.
- d) **Your own Insured vehicle** is
 - i) insured by this **Policy**
 - ii) still owned by **You** and has not been sold or disposed of declared a total loss or is stolen and not recovered.

EXCLUSIONS TO SECTION 1 – LIABILITY TO THIRD PARTIES

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We shall not be liable:

1. Unless the person driving holds a licence to drive such vehicle or has held and is not disqualified from holding or obtaining such a licence;
2. Under Section 2 or 3 to indemnify any person:
 - a) Unless they observe, fulfil and be subject to the terms, exclusions and conditions of this **Policy** in so far as they can apply;
 - b) If they are entitled to indemnity under any other insurance;
 - c) In the event of any **Claim** which, if made against the **Insured**, would not have been the subject of indemnity under this insurance.
3. In respect of death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified under this section except so far as is necessary to meet the requirements of the European Community Directive on insurance of civil liabilities arising from the use of motor vehicles (No. 90/232/EEC).
4. In respect of damage to property belonging to or held in trust by or in the custody or control of the **Insured**, passenger or of any person specified in the **Certificate of Insurance** and claiming indemnity under this Section or damage to any property being conveyed by the **Insured Vehicle**.
5. In respect of damage to the **Insured Vehicle** in connection with which indemnity is provided by this insurance.
6. In respect of death or injury to any person or damage arising out of the presence of the **Insured Vehicle** in or on part of an aerodrome, airport, airfield or military base provided for a) the take off or landing of aircraft or the movement of aircraft on the surface b) aircraft parking aprons including the associated service roads, refuelling areas, ground equipment parking areas, maintenance areas and hangars.
7. In respect of death of or bodily injury to any person or damage caused by or arising out of or in connection with the bringing of a load to such **Insured Vehicle** for loading thereon or the taking away of any load from such **Insured Vehicle** after unloading therefrom.
8. Loss, damage or liability caused by pollution or contamination arising out of the seepage of the load from the **Insured Vehicle**.

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9. In respect of death or bodily injury to any person being conveyed in or on a semi-trailer as defined in the European Communities (Road Traffic) Regulations, 1992 (Statutory Instrument No. 347/1992) connected by any means whatsoever to an **Insured Vehicle** which is being used in a public place.

SECTION 2 – LOSS OR DAMAGE

Policy Cover

We will insure **You** in respect of the **Insured Vehicle** (including its standard **Accessories** while thereon) against:

- a) Accidental damage other than malicious damage or vandalism
- b) Malicious damage and vandalism
- c) Fire, lightning, self-ignition and explosion
- d) Theft or attempted theft or the taking of the **Insured Vehicle** without **Your** permission

We will, if requested, ignore any driving or use restrictions stated in the **Schedule** and **Certificate of Motor Insurance** and will give **You** the full cover in force under this section whilst **Your Insured vehicle** is in the care of:

- a) The motor trade for service, repair, cleaning, testing, examination or recovery;
- b) An employee of a hotel, restaurant, car park or vehicle parking service to be parked and returned;
- c) A transport operator for loading on to or unloading from aircraft, ships, trains or other conveyances

provided that **Our** rights of recovery are not prejudiced.

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HOW WE WILL SETTLE YOUR CLAIM

If the **Insured vehicle** is lost, stolen or damaged, we will, subject to the deduction of the applicable **Excess(es)** and at our option repair, replace or reinstate the **Insured vehicle**.

The amount we will pay is the **market value** but not exceeding the vehicle value shown in the **Schedule**.

We will, at our discretion, pay up to £1,000 inclusive of VAT for the reasonable and necessary costs of

- i) protecting the **Insured Vehicle**
- ii) moving the **Insured vehicle** if it
 - a. is a total loss, to free and safe storage whilst our investigations are carried out
 - b. cannot be driven, to the nearest approved repairer, your home or the trade premises
- iii) delivering it back to the declared parking or home address in the United Kingdom once repairs have been completed.

Where, by agreement, the work is to be carried out by **You** in **Your** own repair shop or that of a **Business** in which **You** are the owner, director or partner, a deduction of 10% will be made from the cost of labour and manufacturers' parts agreed by the independent vehicle assessor at the time of inspection.

Where a **Claim** for the **Insured Vehicle** is agreed on a total loss basis, the salvage becomes our property and **We** will arrange for its immediate disposal. If the **Insured vehicle** is not classified as irreparable **You** may, if **We** agree, purchase the salvage.

In the event that the **Claim** is not covered, **We** will pay **You** the amount received for the salvage plus any interest earned.

Any cash settlement we offer will be subject to the deduction of the applicable **Excesses**.

If, to **Our** knowledge, the **Insured Vehicle** does not belong to **You** or is the subject of a hire purchase or leasing agreement, **We** will, in the event of a total loss, make the payment, less any **Excess(es)**.if any, to the legal owner, whose receipt will be a full and final discharge to **Us**.

If the **Insured Vehicle** is damaged or stolen within twelve months of its purchase as new and its mileage is under 15,000, **We** will replace it with a new one of the same make, model and specification provided that:

- a) the damaged **Insured Vehicle** is a total loss or, if stolen, has not been recovered;
- b) if the same **Insured Vehicle** is no longer in production and/or is not available in the United Kingdom, **We** will pay **You** the lower of

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- i) the invoice price **You** paid for the **Insured Vehicle** or
 - ii) the cost (including taxes) of the nearest equivalent model and specification currently available in the United Kingdom from the same manufacturer;
- c) the first registered owner of the **Insured Vehicle** is the **Insured**, the **Insured's spouse** or the manufacturer or supplying dealer if the mileage at the time of purchase was less than 250 miles and the **Insured Vehicle** was not an ex-demonstration model or sold as 'nearly new';
- d) the **Insured Vehicle** is owned or was purchased under a hire purchase agreement by **You** or **Your Spouse** but not if the **Insured Vehicle** is subject to any type of lease or contract hire agreement where ownership of the vehicle is not passed on;
- e) any interested finance company gives **Us** their agreement

In the event of a total loss **Claim**, **We** will return the **Insured Vehicle's** personalised number plate to the registered owner provided that

- i) **You** advise us that **You** wish us to do so when **You** make the **Claim**
- ii) ownership is confirmed iii) **We** are not liable for any delay or time restraint imposed by the **DVLA** or any licensing authority.

EXTENSIONS TO SECTION 2 – LOSS OR DAMAGE

Your Schedule will show which of the following extensions are included.

1 Glass Damage

We will, pay up to **£1,000** less **Your Excess** as stated in the **Schedule**, in any one **Period of Insurance** for the cost of replacing or repairing:

- a) Damaged glass in the **Insured vehicle's** windscreen, sun roof ,windows, panoramic roofs, roof panels, lights or reflectors whether glass and plastic.
- b) Any scratching of the bodywork caused solely by the breakage of the glass or the repair itself.

If **You** choose not to use **Our** appointed supplier to replace or repair **Your** windscreen the maximum, **We** will pay up to is **£500** less **Your Excess**.

A **Claim** under this extension will not affect **Your** no **Claim** bonus.

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2 Accessories and in-vehicle equipment

We will, at **Our** discretion, repair, replace or pay up to £1,000 for any **Accessories** and/or in vehicle equipment stolen or damaged provided that:

- i) the **Insured Vehicle** itself has been stolen or a visible attempt has been made to steal it
- ii) the most **We** will pay for any item is the reasonable cost of replacing it with a comparable one of similar type and condition
- iii) where there is no **Claim** for loss of or damage to the **Insured Vehicle** itself, **You** pay the applicable **Excess**
- iv) the items are not more specifically insured.

There is no cover for loss of or damage to **Accessories** arising from theft or attempted theft when **You** are not in the **Insured Vehicle** and

- i) the ignition keys have been left in or on the **Insured Vehicle**, or
- ii) the **Insured Vehicle** has not been secured by means of all door locks, or
- iii) any window or any form of sliding or removable roof or hood have been left open or unlocked.

3 Signwriting

We will, if **Your Insured Vehicle** sustains damage to its signwriting or is stolen and not recovered, pay up to £1,000 for restoration, repainting or new signwriting provided that:

- i) where there is no **Claim** for loss of or damage to the **Insured Vehicle** itself, **You** pay the applicable **Excess**
- ii) **You** alone are responsible for the signwriting costs.

4 Lock Replacement

If the **Keys** to the **Insured Vehicle** are lost, stolen, broken or the locks are damaged by theft, attempted theft, vandalism or malicious damage **We** will pay up to £500 in any one **Period of Insurance** to replace the **Keys** and, where necessary, the

1. door, boot and hatchback locks;
2. the ignition and/or steering lock;
3. the lock transmitter and central locking interface.

but not

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- a) any loss, damage or theft not reported to the police;
- b) the cost of replacing the **Insured Vehicle's** alarms or other security devices.

There is no cover for loss of or damage to accessories arising from theft or attempted theft when **You** are not in the **Insured Vehicle** and

- i) the ignition keys have been left in or on the **Insured Vehicle**, or
- ii) the **Insured Vehicle** has not been secured by means of all door locks, or
- iii) any window or any form of sliding or removable roof or hood have been left open or unlocked.

5 Fare money, drivers personal effect and sports equipment

We will pay up to

- a) £500 for loss of **Fare Money** whilst **You** are in **Your Insured Vehicle** whilst in **Your** personal possession during a shift excluding any **Claim** for
 - i) **Fare Money** left in the **Insured Vehicle** whenever **You** are not in it
 - ii) loss of value and/or shortages.
- b) £500 for loss of or damage to **Your** personal effects and sports equipment in your **Insured Vehicle**.

Excluding any claim for:

Loss or damage whilst the **Insured Vehicle** is unattended unless the **Keys** have been removed, all windows are closed, all doors and other openings are shut and securely locked and the personal effects are secured in the closed glove compartment, locked boot or, if the **Insured Vehicle** is an estate car or hatchback, under the top cover and out of view provided that:

- i) **You** pay the first £50 of any **Claim**;
- ii) all losses are reported to the police within 24 hours of discovery;
- iii) any theft or attempted theft involves the use or threat of force or violence;
- iv) **You** take all reasonable precautions to safeguard the **Fare Money**, **Your** personal effects and sports equipment;
- v) there is no other insurance in force to cover the loss or damage.

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6 Passenger Personal effect and luggage

We will pay up to **£500** per passenger for the personal effects of any passenger for which **You** are legally responsible up to a maximum of £2,000 for any one **Claim** provided that:

- i) **You** pay the first **£50** of any **Claim**
- ii) There is no other insurance in force to cover the loss or damage.

EXCLUSIONS TO SECTION 2 – LOSS OR DAMAGE

We shall not be liable in respect of:

1. Any Confiscation, requisition, or destruction by or under the order of any Government or Public or Local Authority.
2. Loss of use, consequential loss, depreciation, diminution of value following repairs, wear and tear, mechanical, electrical, electronic and computer breakdowns, failures or breakage.
3. Hire charges of any sort incurred by **You** whilst your **Insured Vehicle** is being repaired or treated as a total loss.
4. Any Loss or Damage to tyres by application of brakes or by road punctures, cuts or bursts.
5. Any part of the cost or repair which improves the **Insured Vehicle** beyond its condition before the loss or damage occurred.
6. Any delay where new parts or **Accessories** have to be obtained. Should any part or **Accessory** be unprocurable **Our** liability shall be limited to the manufacturer's last list or published price for such part or **Accessory**.
7. Any loss or damage to the **Insured Vehicle** including replacement parts which are imported, discontinued or now obsolete.
8. Loss or damage caused by an inappropriate type or grade of fuel being used in/on an **Insured Vehicle**.
9. Any Loss or damage, destruction or damage directly occasioned by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.

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10. Any loss or damage suffered by the **Insured** due to any person obtaining any property by fraud or deception.
11. Any loss or damage caused by frost unless **You** have taken precautions to prevent the damage happening and have followed manufacturers' instructions to avoid liquid freezing in the **Insured Vehicle**.
12. Any loss or damage caused by the fixture of any faulty part or accessory or by defective workmanship or by work being undertaken on the **Insured Vehicle** by the **Insured** or by any person acting on their behalf.
13. Any storage charges
 - a) if following loss or damage the **Insured Vehicle** is stored at the trade premises and/or on a property owned and/or occupied by **You** or the **Business**
 - b) incurred as a result of loss or damage and/or repairs to the **Insured Vehicle** where a **Claim** is not notified to **Us** and/or not managed by **Us**.
 - c) incurred by **You** without our authorisation, where **You** have failed to notify **Us** within 24 hours of the **Insured Vehicle** being stored, that storage charges are being accrued.
14. Any loss or damage occasioned by theft or attempted theft or any malicious act expedited by or in any way brought about by the **Insured**, any employee, partner, director, house guest or any member of their families including those in law.
15. Any loss or damage to any **Insured Vehicle** whilst in the process of being repossessed from the **Insured**.
16. Any loss or damage to any **Insured Vehicle** whilst being towed, lifted or transported by the **Insured** or by any person named in the **Schedule** or **Certificate of Insurance**.
17. Theft or attempted theft of **Accessories** and parts unless stolen with the **Insured Vehicle** itself.
18. Any loss or damage caused by theft or attempted theft including from an unattended **Insured Vehicle** unless
 - a) **You** have taken reasonable precautions to protect the **Insured Vehicle**
 - b) the ignition **Keys** have been removed from the **Insured Vehicle**

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- c) All windows, doors, sliding or removable roof and any other openings have been closed and securely locked
- d) the **Insured Vehicle** is fitted with a manufacturer's standard security device and the device is not operational or is not in use
- e) the **Insured Vehicle** is fitted with a tracking or locating device as required by **Us** as a condition shown on Your **Schedule** of Insurance is not operational or is not in use.

19. Any fine, penalty or punitive or exemplary damages.

Optional covers

It will state on **Your Schedule** which of the following extensions are in force. The maximum **We** will pay under Section 2 – Loss or damage, is limited to the **Market Value** of the borrowed vehicle or the maximum limit specified in the **Schedule**, whichever is less.

1 Driving other Taxis

If **We** agree beforehand and **You** pay an additional premium, **We** will extend Section 1 (Liability to third parties) and Section 2 (Loss or damage) to cover **You** to drive any taxi not **Insured** by this **Policy** whilst a driver named against this extension in the **Schedule** is personally driving or using it with the permission of the owner in connection with **Your Business** in the area in which **You** are licensed to operate provided that:

- a) this is allowed by the current **Certificate of Motor Insurance** and subject always to the limits, terms, conditions and exclusions of the **Policy**.
- b) the borrowed taxi is not:
 - i) registered, taxed, insured and recorded on the MID in the owner's name.
 - ii) driven or used by **You** for no more than 7 consecutive days unless **We** have agreed to an extension of this period.
 - iii) not fitted with more than 9 seats total.
 - iv) owned by or hired to **You** under a hire purchase, self-drive hire, credit hire or lease agreement.
 - v) available to **You** on a regular basis
 - vi) taken outside the United Kingdom without **Our** written agreement
 - vii) with a gross vehicle weight exceeding 3.5 tonnes
 - viii) being test driven or evaluated by **You**.

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2 Driving of customer's vehicles for Chauffeur purposes

If **We** agree beforehand and **You** pay an additional premium, **We** will extend Section 1 (Liability to third parties) and Section 2 (Loss or damage) to cover **You** to drive a customer's car not insured by this **Policy** whilst a driver named against this extension in the **Schedule** is personally driving or using it as a chauffeur in the United Kingdom with the permission of the owner in connection with **Your Business** provided that:

- a) this is allowed by the current **Certificate of Motor Insurance** and subject always to the limits, terms, conditions and exclusions of the **Policy**
- b) the borrowed **Insured Vehicle** is not:
 - i) registered, taxed, insured and recorded on the MID in the owner's name.
 - ii) driven or used by **You** for no more than 7 consecutive days unless **We** have agreed to an extension of this period.
 - iii) not fitted with more than 9 seats total.
 - iv) owned by or hired to **You** under a hire purchase, self-drive hire, credit hire or lease agreement.
 - v) available to **You** on a regular basis
 - vi) taken outside the United Kingdom without our written agreement
 - vii) with a gross vehicle weight exceeding 3.5 tonnes
 - viii) being test driven or evaluated by **You**.

SECTION 3 – FOREIGN USE

You are required to carry your **Certificate of Motor Insurance** and, if issued, your green card for all travel outside the United Kingdom.

Legal minimum insurance

While the **Insured Vehicle** is in:

- i) any country which is a member of the European Union (EU); or
- ii) any country which the Commission of the European Communities is satisfied has made arrangements of Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle;

this **Policy** provides the minimum level of cover in respect of liability which is legally insurable in the country concerned.

This legal minimum insurance does not include cover for loss of or damage to the **Insured Vehicle**.

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Full policy cover

If **We** agree beforehand and **You** pay an additional premium, **We** will extend the legal minimum cover shown above to the full cover shown in your **Policy Schedule** under section 2 (Loss or damage) to use the **Insured Vehicle** outside the United Kingdom. A revised **Schedule** will be issued and **We** will, if necessary, issue a green card.

The cover provided will be subject to:

- a) each trip starting and ending in the United Kingdom
- b) the **Insured Vehicle** being:
 - i) driven or used only for social, domestic and pleasure purposes and not as a taxi, PHV or PSV unless specifically agreed and stated in your **Schedule**;
 - ii) registered in the United Kingdom and recorded on the MID;
- c) **You** are ordinarily resident in and your **Business** as well as any additional occupations shown in the **Schedule** being based the United Kingdom;
- d) the required additional premium and any applicable **Excesses** are paid;
- e) all the terms, conditions, exclusions, limitations and **Excesses** of the **Policy**.

SECTION 4 – PUBLIC LIABILITY

We will pay up to a Limit of Indemnity of **£5,000,000** for any one occurrence for any one **Claim** for all the amounts **You** may be legally liable to pay as damages for accidental

- a) death of or injury to and invasion of the right of privacy, wrongful arrest, false imprisonment and false eviction of any person not employed by **You**
- b) damage to property arising directly from **Your Business** including
 - 1 costs and expenses incurred with our written consent
 - 2 legal liability arising out of your contract with any person, **Business**, organisation or local authority for the performance of work or services but only to the extent required by the contract conditions and provided that **We** retain complete control of any **Claim**

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Excluding

- i) legal liability arising from any
 - 1 vehicle owned, leased, hired, used or worked upon by **You**
 - 2 property and/or premises owned, leased, rented, hired and/or occupied by **You**
 - 3 product, including food and drink, sold or supplied by **You** or for which **You** are legally responsible
- ii) any **Excess** shown in the **Schedule**
- iii) any death, injury or damage occurring outside the area(s) in which **You** are licensed to operate
- iv) death of or injury to any employee
- v) legal liability arising from any
 - 1 other **Business** owned and/or operated by **You** whether or not related to **Your Business**
 - 2 wilful, malicious or criminal act
 - 3 attack on a passenger
- vi) loss of or damage to passengers' personal effects and luggage for which **You** are legally responsible other than as provided for in Extension 3 mentioned above
- vii) any legal liability incurred including death or injury caused by the provision of treatment or administration of drugs to a person in your care suffering from a known medical condition where **You** have agreed to provide such treatment as part of **Your** contract to transport that person.

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SECTION 5 – NO CLAIMS BONUS

In the event of no **Claim(s)** being made or arising under this **Policy** during the preceding year(s) of insurance the renewal premium will include a bonus if the **Policy** is renewed for a further year.

If a **Claim** (excluding a **Claim** under the Glass Damage extension, if applicable) is made under **Your Policy**, **We** will reduce **Your** no claims bonus by two years in line with **Our** scale. (excluding a claim in respect of Windscreen Damage).

If two or more **Claims** are made in any one **Period of Insurance**, **You** will lose all of **Your** no claims bonus.

NCB Years	Step Back Scale	
	1 Fault Claim	2 Fault Claims
0 Year	0	0
1 Year	0	0
2 Years	0	0
3 Years	1	0
4 Years	2	0
5 Years	3	0
6 Years	4	0
7 Years	5	0
8 Years +	6	0

Protected No Claims Bonus

If **You** are eligible and where protected bonus has been agreed by **Us**, this will be shown on the **Statement of Fact** and **Schedule** by **Endorsement**.

The No Claims Bonus shall not be prejudiced provided, that no more than one **Claim** is made in any one **Period of Insurance**. In the event of more than one **Claim** in any one **Period of Insurance** the No Claims Bonus will be stepped back by two years per **Claim**.

If 3 or more **Claims** arise in three consecutive years, the no claims bonus Protection will be withdrawn and the discount reduced in line with **Our** scale.

Please Note: **Our** maximum bonus scale is 8 years.

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Uninsured driver promise

If **You** are involved in an **Accident** that isn't **Your** fault and the driver of the vehicle that hits **You** doesn't have motor insurance, **You** will not lose any of **Your** no claims bonus.

To benefit from this promise **You** must send **Us** the make, model and registration number of the vehicle that caused damage to **Your Insured Vehicle** and, when possible, tell **Us** the other driver's name and address.

Any claim will still be subject to **Your Excess** shown in the **Schedule**. If investigations are still taking place when **Your** renewal is due, **You** may lose **Your** no claims discount temporarily until **Our** investigations are complete.

Once **We** confirm the **Accident** was the fault of an identified uninsured driver, **We** will restore **Your** no claims discount and refund any extra insurance premium **You** have paid.

GENERAL CONDITIONS

1. Fair Presentation of Risk

You must make a fair presentation of the risk to **Sus** at inception and renewal and at any other change to **Your** circumstances during the **Policy** duration **Period of Insurance**. 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 knows, or ought to know, following a reasonable search.

If **We** establish that **You** have failed to present the risk to **Us** fairly, and such failure is deemed to be deliberate or reckless, **We** will treat this **Policy** as if it never existed and refuse to pay **Your claim**.

You will not be entitled to any refund of premium.

If **We** establish that **You** failed to present the risk to **Us** fairly, but **Your** failure was not deliberate or reckless, the remedy available to **Us** will depend upon what **We** would have done had **You** presented the risk to **Us** fairly, as follows;:

1. if we would not have provided this **Policy** on any terms, then **We** have the option to treat this **Policy** as if it never existed and refuse to pay any claim. In these circumstances **We** will refund the full premium to **You**..:

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2. if **we** would have provided this **Policy** but charged a higher premium, **we** have the option to charge the additional premium **we** would have asked **you** to pay had **we** been aware of all relevant material facts.
3. if **We** would have provided this **Policy** on different terms (other than in relation to the premium), **We** will have the option to treat the contract as if it had been entered into on those terms. 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.
4. if we would have provided this **Policy** but charged a higher premium, **We** have the option to charge the additional premium **You** would have paid to **Us**, had **We** been aware of all relevant material facts.
5. cancel **Your Policy** in accordance with the cancellation condition.

2. Condition Precedent

It is a condition precedent that **We** will only be liable to indemnify or make a payment under this **Policy** if:

- (a) any person claiming or on whose behalf indemnity is claimed has complied with all the terms and conditions of this **Policy**.
- (b) the declaration and information given on the **Statement of Fact** is true, correct and complete and to the best of the **Insureds** knowledge and belief.
- (c) the **Insured Vehicle** is being used in accordance with the **Certificate of Motor Insurance**.

3. Fraud

If **You** or anyone acting on **Your** behalf makes any **Claim**, statement or otherwise which is false or fraudulent, as regards amount or otherwise, or produce any documentation which is false or proven to be stolen[, this insurance shall become void and all claims hereunder shall be forfeited and premium retained.]

We may

- (a) cancel **Your Policy** in accordance with the cancellation conditions.
- (b) reject a **Claim** or reduce the amount of payment that would have been paid;

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- (c) recover from **You** any sums paid by way of benefit under this **Policy** in respect of any **Claim** or part of any **Claim** that is fraudulent, false or exaggerated;
- (d) pass details to fraud prevention and law enforcement agencies who may access and use this information;
- (e) cancel **Your** contract of motor insurance where the circumstances of the insurance have changed and not been advised to **Us**;

4. Your duty of care

You must ensure that the **Insured Vehicle** is maintained in a safe and roadworthy condition in accordance with the manufacturers recommendations and take all reasonable precautions to protect the **Insured Vehicle** from loss or damage. When the **Insured Vehicle** is unoccupied **You** must remove all ignition keys or other devices which would unlock the **Insured Vehicle**, lock all the doors, close all windows, activate any security devices that may be fitted and take all other steps necessary for protecting it. **We** require **You** to allow **Our** duly authorised representative to free access at all reasonable times to examine the **Insured Vehicle**.

5. Arbitration

Where a **Claim** has been accepted but there is a disagreement over the amount due, the matter may be referred to an arbitrator agreed by the parties in accordance with statutory provisions, if this occurs an award must be made before any proceedings can be started.

6. Mid Term Adjustments

All amendments must be notified to **Us** immediately.

This includes but is not limited to amendments to **Your** home address, drivers and any changes in **Insured Vehicle** including use as declared on **Your** most recent **Statement of Fact**.

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this **Policy** (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the **Policy** in accordance outlined in General Conditions Our Rights to Cancel.

All mid-term adjustments will be calculated on the current rates and may be subject to an administration fee being charged in accordance with **Our** terms of **Business**.

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If as a result of an alteration **You** are due a refund, premiums under the amount of £20.00 Plus Insurance Premium Tax will not be refunded.

7. Cancellation

You may cancel this **Policy** at any time by contacting **Us** to confirm the date and time **You** wish your cover to cease from.

If a **Claim** has been made in the current **Period of Insurance**, then **We** will retain the full premium.

Cancellation within the Cooling-off period

This **Policy** provides **You** with a cooling-off period.

Once **You** have entered into a contract with **Us** **You** are entitled to a period of review during which **You** may decide whether to proceed with the purchase of the **Policy**.

The period of this review is 14 days and commences from the day on which **You** receive **Your Policy** documentation, or the date on which the **Policy** commences, whichever is the later, **You** should serve notice of cancellation to the **Policy** administrator whom **You** arranged this insurance with to the following address:

Address: Plan Insurance Brokers
Prospero – 73 London Road
Redhill, Surrey
RH1 1LQ
Phone: 0800 542 2740
Email: CustomerServices@planinsurance.co.uk

If **You** cancel within the first 14 days, providing there has been no **Claim** or incident likely to give rise to a **Claim**, a pro rata refund will be given however this will be subject to a minimum insurer charge of £35.00 Plus IPT.

Cancellation by You after the cooling off period

If **You** cancel this **Policy** after 14 days of receipt of the **Policy** documentation and there has been no **Claim** (or **Claim** pending) during the current **Period of Insurance**, **We** will calculate the pro-rata premium for the period **You** have been insured and refund any balance subject to a £50.00 **Policy** administration fee charged by **Us**.

All claims should be reported within 24 hours regardless of fault directly to our dedicated claims team on 0333 003 0613

If a **Claim** has been submitted or there has been any incident likely to give rise to a **Claim** during the current **Period of Insurance**, no premium refund will be given.

Our Rights to Cancel

We have the right to cancel **Your Policy**, where there is a valid reason for doing so. **We** will give **You** seven days' notice of cancellation in writing, by recorded delivery, to the latest address **We** have for **You** and a copy by email which will set out **Our** reason for cancellation.

Your insurance may be cancelled because:

- **You** or anyone else covered by this insurance has not met the terms and conditions of the insurance; or
- **You** have not provided documentation requested by **Us** (such as a copy of your driving licence or evidence of no claim bonus); or
- A change in **Your** circumstances means **We** can no longer provide cover; or
- **You** misrepresent or fail to disclose information that is relevant to **Your** insurance; or
- **You** harass any member of **Our** staff or show abusive or threatening behaviour towards them.

The policyholder as named on the **Certificate of Insurance** is responsible for notifying all named drivers that cover on the **Insured Vehicle** has ceased.

If the vehicle insured under this **Policy** is sold and not replaced immediately, **You** must notify Plan Insurance Brokers and the **Policy** will be cancelled. Where no claim has been made under the **Policy**, **We** will refund a percentage of the premium calculated on a daily pro-rata basis equivalent to the period of cover left unused.

fraud

If **You** or anyone acting on your behalf makes a fraudulent, false, or exaggerated claim under this **Policy**, **We** will be entitled to refuse to settle the whole of the **Claim** and make any recoveries that **We** have already settled. **We** may also notify **You** that **We** will be treating this **Policy** as having been terminated with effect from the date of the fraudulent act.

If **We** terminate this **Policy** under this condition, **You** will have no cover under this **Policy** from the date of the fraudulent act and will not be entitled to any refund of premium irrespective of whether **We** are required to meet any **Claim** at all. **We** may also recover any settlement made in regard to any other **Claim** on **Your Policy**. This clause also applies to false statements made when taking out the **Policy** or bringing a **Claim** and if **You** provide false documents in support of a **Claim**.

All claims should be reported within 24 hours regardless of fault directly to our dedicated claims team on 0333 003 0613

If any fraud is perpetrated by, or on behalf of, an insured person and not on behalf of **You** this condition should be read as if it applies only to that insured person's **Claim**, and references to this **Policy** should be read as if they were references to the cover effected for that person alone and not to the **Policy** as a whole. In the event of fraud, **We** will not refund **Your** premium.

If there has been no **Claim** (or **Claim** pending) during the current **Period of Insurance**, **We** will calculate the pro-rata premium for the period **You** have been insured and refund any balance due.

If a **Claim** has been submitted or there has been any incident likely to give rise to a **Claim** during the current **Period of Insurance**, no premium refund will be given.

8. Right of Recovery

If **We** are required to pay a claim under Road Traffic Law or the law of the country in which the **Policy** operates (including settling a claim on a reason-able basis in anticipation of such a liability), which **We** would not otherwise be liable to pay had the law not existed, **We** shall be entitled to recover such payments (including legal costs of reasonably defending the claim) **we** make from **You** if **You** or any other insured person:

- Caused the loss directly or indirectly
- Caused or permitted the **vehicle** to be driven by an uninsured driver
- Through act or omission, caused this insurance to be invalid.

9. Contracts (Rights of Third Parties) Act

No person, persons, company or other party not named as the **Insured** in this **Policy** has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms and conditions of this **Policy**. This does not affect any right or remedy of a third party that exists or is available apart from that Act.

10. Governing law

You and **We** are free to choose the law applicable to this **Policy** but, in the absence of any written agreement to the contrary, the **Policy** will be governed and interpreted in accordance with English law and, other than where specifically stated otherwise, subject to the exclusive jurisdiction of the English courts.

11. Acts of Parliament

All Acts of Parliament and regulations referred to in this **Policy** are understood to include any subsequent or amending legislation as well as equivalent legislation enacted elsewhere in the United Kingdom.

Plan Insurance Brokers is a trading name of The Plan Group Limited. Registered at the above address. Registered in England No. 04108942. The Plan Group Limited is authorised and regulated by the Financial Conduct Authority (FCA) No. 307249

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SECTION 8- GENERAL EXCLUSIONS

We shall not be liable in respect of:

1. Any death, injury, loss, damage, cost, expense, indirect loss or legal liability directly or indirectly caused by, contributed to or arising from any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), act of Terrorism, civil war, rebellion, revolution, insurrection or military or usurped power except as so far as is necessary to meet the requirements of the Road Traffic Act.
2. Any death, injury, disablement, damage to any property or any resulting loss, cost, expense, indirect loss or legal liability directly or indirectly caused by, contributed to or arising from any
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear explosive assembly or nuclear component of such assembly.
3. Any death, injury, disablement, damage to any property or any resulting loss, cost, expense, indirect loss or legal liability directly or indirectly caused by, pollution or contamination unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the Period of Insurance and is sudden and identifiable and unintended and unexpected other than is necessary to meet the requirements of the Road Traffic Acts. All pollution that arises out of one incident shall be considered to have occurred at the time the incident took place.
4. Any death, injury, loss, damage, cost, expense, indirect loss or legal liability directly or indirectly caused whilst any **Insured Vehicle** is being:
 - a) Used otherwise than in accordance with the "Limitations as to Use" specified in the **Certificate of Motor Insurance**;
 - b) Driven by, or is in the charge of for the purpose of being driven by, any person who is not named on the **Certificate of Motor Insurance** bearing the document number, and issued to **You** by **Us** or is being used otherwise than within the "Limitations as to Use" specified in the **Certificate of Motor Insurance** which is incorporated herein;
 - c) Driven by or is in the charge of anyone (including **You**) who is disqualified from driving, does not hold a valid driving licence in line with current law or has never held a licence

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to drive **Your Vehicle**, does not keep to the conditions of their driving licence or is prevented by law from having a licence (unless they do not need a licence by law);

- d) Driven by, or in charge of for the purpose of being driven by, any person under 25 or over 75 years of age.
- e) used or taking part in any official or unofficial:
 - i) Rallying;
 - ii) Pacemaking event;
 - iii) Reliability trial;
 - iv) Speed trial/testing;
 - v) Competition; and
 - vi) Race of any description against another motorist, either formal or informal.

This exclusion shall apply to any road, track, off road event, Nürburgring or similar environment.

- f) Driven, on or used:
 - i) air-side including the manoeuvring and ground equipment parking areas, aprons and service roads directly associated with any airport, airfield or military establishment to which aircraft have access; and
 - ii) within any power station, nuclear installation or establishment, refinery, bulk storage or production premises in the oil, gas or chemical industries.

- 5. Any death, injury, disablement, damage to any property or any resulting loss, cost, expense, indirect loss or legal liability directly or indirectly caused by:
 - a) hazardous, dangerous or explosive goods or substances; or
 - b) explosion, sparks or ashes from **Your Insured Vehicle**, or from any trailer or machinery attached to, or detached from it.
- 6. Any Accident, injury, loss or damage (except under Section 1) directly or indirectly caused by, contributed to or arising from:
 - a) Earthquake or;
 - b) Riot or civil commotion occurring elsewhere than in the United Kingdom, the Isle of Man or the Channel Islands.
- 7. Any **Accident**, injury, loss, damage and/or liability (whether within the Road Traffic Act or not) caused, sustained or incurred whilst any **Insured Vehicle**, with which insurance and/or indemnity is granted hereunder is being used for the carriage of good of a hazardous or explosive nature, or for the conveyance of a load in excess of the maximum set against the **Insured Vehicle**.

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8. Any **Accident**, loss, damage, injury or liability caused, sustained or incurred by the fixture of any faulty part or accessory or by defective workmanship or by work being undertaken on the **Insured Vehicle** by **You** or by any person acting on **Your** behalf.
9. Any legal liability which attaches by virtue of any agreement or contract but which would not have attached under this **Policy** in the absence of such agreement or contract.
10. Any **Accident** occurring whilst the **Insured Vehicle** is being driven or used in an unroadworthy or unsafe condition or while it is carrying passengers or goods of such a number or such a weight or size or in such a way as is likely to impair the safe driving or control of the **Insured Vehicle**, or is likely to cause damage to any person or property whether in or on the **Insured Vehicle** or not.
11. Any loss, damage or legal liability for which compensation will be provided or, but for the existence of this **Policy**, would have been provided under any other insurance, warranty, contract, legislation or guarantee.
12. Any loss or damage (except to comply with the Road Traffic Acts) whilst **Your Insured Vehicle** is being driven by **You**, any person acting for **You**, should it be proved to our satisfaction that the driver was under the influence of alcohol or drugs. A conviction under the relevant law (including convictions for failing to supply specimens of breath, blood or urine) shall be deemed to be conclusive evidence of the condition of the driver at the time of the occurrence giving rise to the conviction.
13. Any loss, damage, injury or liability for **Your Insured vehicles** which has been modified from the manufacturer's original specification unless agreed otherwise.

IMPORTANT INFORMATION TO THE INSURED – PLEASE READ

DATA PROTECTION NOTICE

This document contains important information relating to the information (Data) given to **Us** and provides a brief summary of why it is needed, what **We** will do with it (including who it shares the information with), The type of information held about a **Data Subject**, where the information is obtained from and the rights that a **Data Subject** has.

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The Plan Group Limited is authorised and regulated by the Financial Conduct Authority (FCA) No. 307249

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IMPORTANT – This notice also applies to anyone else covered under this insurance and should be shown to them.

We will use a **Data Subjects** information to:

- Make a decision on whether or **We** are able to accept the **Data Subjects** insurance proposal, renewal or any adjustment the **Data Subject** may look to carry out.
- Determine what premium, terms and conditions will apply.
- Administer the **Policy**.
- Handle **claims** made against the **Policy**.
- Prevent fraud and financial crime.
- Deal with any complaints and other compliance and legal requirements.

When **We** have a **Data Subjects** information, it will:

- Ensure it is always held in a technically secure environment.
- Ensure staff are sufficiently trained in the knowledge of Data Protection.
- Never transfer it outside of the European Union or European Economic Area.
- Ensure that the information is not kept longer than is absolutely necessary, or longer than legislation requires.
- Never sell the information.
- Also make the same guarantees for firms appointed to process the data on behalf of **Us**.

We will hold different types of information about a **Data Subject**, this may include:

- Name, contact details (such as address, telephone numbers and email addresses), date of birth and bank details.
- Previous insurance history.

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- **Insured Vehicle** details including registrations.
- Certain special categories of data, such as medical history and criminal convictions.

We will receive information about a **Data Subject**, from various sources, such as:

- A **Data Subject** directly – including information from any telephone calls.
- The **Policy** administrator who arranged the **Policy**.
- Someone authorised or permitted to supply information on a **Data Subjects** behalf.
- Driver and Vehicle Licencing Agency (**DVLA**).
- Databases such as Claims and Underwriting Exchange (CUE), Hire Purchase Investigation (HPI), Credit Safe and Insurance Companies.
- Law Enforcement Agencies.

We may share a **Data Subjects** information with:

- The Police and other law enforcement agencies, such as Fraud Prevention Agencies.
- Solicitors, Third Party Representatives or Third Party Insurers.
- Industry Regulators including The Financial Ombudsman Service (FOS).
- Reinsurers.
- Associated and Subsidiary Companies for fraud prevention measures.

The Data Subject has certain rights concerning the information held about them and how **We** use it, these are:

- The right to be informed.
- The right to access.
- The right to rectification.
- The right to restrict processing.

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- The right to data portability.
- The right to object.
- Rights relating to automated decision making including profiling.

IMPORTANT – If **You** or anyone covered by this insurance withdraw or restrict the right to **Us** processing your information **We** may be unable to offer an insurance **Policy**, continue with cover or deal with a **Claim**.

If **You** would like more information regarding **Your** information held including full details of who **We** may share it with, **You** can contact **Us**:

Data Protection Officer

Phone: 0800 542 2740

Address: Plan Insurance Brokers
Prospero – 73 London Road
Redhill, Surrey
RH1 1LQ

Email: CustomerServices@planinsurance.co.uk

Website: <https://www.planinsurance.co.uk>

ALTERATIONS TO YOUR INSURANCE

1. All amendments must be notified to **Us** immediately; this may include but not limited to the following:
 - a change or addition of an **Insured Vehicle**.
 - any alterations or adaptations which make the **Insured Vehicle** different from the manufacturer's standard specification regardless of whether the changes are mechanical or cosmetic.

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- a change in the purpose for which the **Insured Vehicle** is used
 - a change in the person who uses the **Insured Vehicle** most.
 - a change of address.
 - a change of licensing area.
2. **You** have a common law duty to advise **Us** of any change of situation not declared to **Us** at the time of completion of the **Statement of Fact**, i.e. fixed penalty offences, motoring and/or criminal convictions (other than those spent under the Rehabilitation of Offenders Act 1974), **Accident** or loss history and any medical conditions that should be notified to the **DVLA** in line with their regulations, as failure to declare such information may affect the validity of your **Policy**.
3. **Your Policy** may be subject to an increase in premium, change in terms and conditions or may be void and of no effect, if:
- a) The **Statement of Fact**, proposal or declaration or any supporting documents are false or untrue in any material respect.
 - b) The **Insured** makes a claim that is fraudulent or deliberately exaggerated.
 - c) The **Insured** has made a false statement in support of any such **Claim**.
 - d) The circumstances in which the **Insured** entered into the contract are altered without **Our** consent.

MOTOR INSURANCE DATABASE

It is a legal requirement that details and registrations of the vehicles **You** own are added to the MID which is managed by the Motor Insurers' Bureau (MIB). MID data may be used by certain statutory and/or authorised bodies including the police, the **DVLA**, the DVA, the Insurance Fraud Bureau and other bodies permitted by law, for electronic vehicle licensing, Continuous Insurance Enforcement, preventing and detecting crime, reducing the incidence of uninsured driving and for the provision of government and other services aimed at reducing the level and incidence of uninsured driving.

Other insurers and the Motor Insurers' Bureau may search the MID to ascertain relevant **Policy** information if **You** have been involved in a road **Accident** whether in the United Kingdom or abroad.

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Other people pursuing a **Claim** in respect of a road traffic **Accident**, their personal or appointed representatives, whether within the United Kingdom or overseas may also obtain relevant information which is held on the MID.

COMPLAINTS PROCEDURE

We aim to provide the best level of service possible however, if for any reason **You** wish to complain, or **You** feel that **We** have not kept **Our** promise, **We** would like to hear from **You**.

You can make **Your** complaint by any method such as telephone, e-mail or in person. In order to best manage the complaint, **We** find that putting down **Your** complaint or concerns in a letter for the sake of clarity are always best.

Please contact the policy administrator on: **0800 542 2740**.

Address: Plan Insurance Brokers
Prospero – 73 London Road
Redhill, Surrey
RH1 1LQ
Email: CustomerServices@planinsurance.co.uk
Website: <https://www.planinsurance.co.uk>

Please include **Your** name, the name of the **Insured** as shown on the current **Policy Schedule** and the **Policy** and/or **Claim** numbers in all communications.

Investigation of complaints

Where a complaint is received **We** will investigate immediately and aim to assess any complaint fairly, consistently and promptly to determine whether it should be upheld and, if so, what remedial action or redress may be appropriate. **We** shall resolve it at the earliest opportunity with the aim of doing so by close of business on the third working day following the day which the complaint was received.

Timescale for initially responding to complaints

We will acknowledge **Your** complaint promptly within three working days from the day on which it was received, in writing (by text or by email).

Where **We** are able to provide a final response immediately, the acknowledgement may be combined with the final response (by text or by email). Should **Your** complaint take longer to deal with, **You** will be kept informed of the progress of the investigation in writing which will include written details of our complaints handling procedures.

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Final or other response within 8 Weeks

We will either send a final response (as described below) within 8 weeks or, at the end of that period, a response explaining that **We** are not in a position to make a final response, giving reasons for the delay and indicating when **We** expect to be able to provide a final response. This response will inform **You** whether **You** are entitled to refer the complaint to the Financial Ombudsman Service (the 'Ombudsman'). If **You** are dissatisfied with the delay, **We** will include details of how to contact the Financial Ombudsman Service.

Final response

This will either:

- uphold the complaint and, where appropriate, offer redress; or
- reject the complaint and give reasons for doing so.

The final response will advise **You** whether **You** may refer the complaint to the Financial Ombudsman Service if **You** are not satisfied. It will include details of how to contact the Financial Ombudsman Service.

If you remain dissatisfied, you may also contact Wakam directly at:

complainttheplangroup@wakam.com

All claims should be reported within 24 hours regardless of fault directly to our dedicated claims team on 0333 003 0613

Referring complaints to the Financial Ombudsman Service

Should **You** still not be satisfied by our final response, **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service for its consideration. Where **You** wish to do so, **You** should do so within 6 months (from the date the final response was issued) as **Your** complaint may otherwise be time-barred under the Financial Ombudsman Service's rules. The Financial Ombudsman Service can be contacted at the following address:

Financial Ombudsman Service

Exchange Tower,

Harbour Exchange Square,

London E14 9SR

Phone: 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk

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ENDORSEMENTS

The following endorsements only apply if shown on **Your Schedule**.

END01 - Protected No Claims Bonus

It is hereby noted and agreed that this **Policy** will benefit from Protected No Claim Discount in accordance with the terms and conditions set out on page 27 of this **Policy** - Protected No Claims Bonus.

END02 - Tracker Warranty

It is a condition of this **Policy** that **We** will not be liable for **Claims** arising under Section 2 – Loss or damage, unless **We** have agreed otherwise with **You** that the **Insured Vehicle** is fitted with an operational Thatcham category S5 tracking device.

The network subscription must be active at the time of the loss. In the event of the **Insured vehicle** being stolen, the tracking device must be activated immediately and report the theft to both the local police and the tracking device network.

END03 – Telematics Device

It is a condition of this **Policy** that **We** will not be liable for **Claims** arising under Section 2 – Loss or damage Unless **We** have agreed otherwise with **You** that the **Insured Vehicle** is fitted with an operational **Telematics Device**.

END04 - Driving other Taxis – Up to £34,999

It is hereby noted and agreed that **We** will extend cover under Section 1 – Liability to third parties and Section 2 – Loss or damage to cover **You** to drive any taxi up to the value of £34,999 not insured by this **Policy** in accordance with the terms and conditions set out on page 22 of this **Policy** – Optional Covers – Driving other Taxis.

END05 - Driving other Taxis – Up to £50,000

It is hereby noted and agreed that **We** will extend cover under Section 1 – Liability to third parties and Section 2 – Loss or damage to cover **You** to drive any taxi up to the value of £50,000 not **Insured** by this **Policy** in accordance with the terms and conditions set out on page 22 of this **Policy** – Optional Covers – Driving other Taxis.

END06 - Driving of customer's vehicles for Chauffeur purposes

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It is hereby noted and agreed that **We** will extend cover under Section 1 – Liability to third parties and Section 2 – Loss or damage to cover **You** to drive a customer's car up to the value of £50,000 not **Insured** by this **Policy** in connection with **Your Business** for chauffeur use in accordance with the terms and conditions set out on page 23 of this **Policy** – Optional Covers – Driving of customer's vehicles for Chauffeur purposes.