

# **Private & Public Hire Policy**

Scheme administered by CUA Motor Ltd Underwritten by Mulsanne Insurance Company Limited

My Taxi Insurance Services is a trading name of CUA Motor Ltd

CUA Motor Ltd is an appointed representative of Mercury Insurance Brokers Ltd which is authorised

and regulated by the Financial Conduct Authority. Registration number 571906



# **WELCOME**

Thank you for choosing to insure **your vehicle** with Mulsanne Insurance via My Taxi Insurance. **We** want to give **you** every reason to feel satisfied with **your** taxi insurance **policy** and we aim to provide the best cover and claims service for all **our** customers.

This **policy**, together with **your schedule**, **certificate of motor insurance** and the **proposal form** or statement of fact, form the contract between **you** and **your** insurer. It is important that **you** take time to read and understand them and ensure that **you** have the cover **you** need.

This policy meets the needs and demands of a private or public hire taxi driver who wants to insure their vehicle against loss or damage and for injury or damage caused by it. It gives useful advice on how to make a claim and what **you** can do if **you** are unhappy with **our** service.

# **INSURER INFORMATION**

The benefits of this policy are underwritten by Mulsanne Insurance Company Limited.

Mulsanne Insurance Company Limited is a private company limited by shares incorporated in Gibraltar and registered with the Registrar of Companies under company number 101673 with its registered office at PO Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar and licensed by the Gibraltar Financial Services Commission to carry on insurance business under the Financial Services (Insurance Companies) Act 1987.

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For Mulsanne Insurance Company Limited

The following companies act as administrators on behalf of Mulsanne Insurance Company Limited:

Complete Cover Group Limited. Registered in England and Wales: Company No: 03578103. Registered Address: Elmbrook House, 18-19 Station Road, Sunbury-on-Thames, Surrey, TW16 6SU. Authorised and regulated by the Financial Conduct Authority under register number: 309611.

Hyperformance Limited. Registered in England and Wales: Company No: 03758951. Registered Address: Elmbrook House, 18-19 Station Road, Sunbury-on-Thames, Surrey, TW16 6SU. Authorised and regulated by the Financial Conduct Authority under register number: 307711.

CUA Motor acts as Managing General Agent on behalf of Mulsanne Insurance Company Ltd

CUA Motor Limited. Registered in England and Wales: Company No: 12481183. Registered Address: 5 Technology Park, Colindeep Lane, Colindale, London, England, NW9 6BX. CUA Motor Limited is an Appointed Representative of Mercury Insurance Brokers Ltd who are authorised and regulated by the Financial Conduct Authority under register number: 571906.



# YOUR MOTOR INSURANCE POLICY

This **policy** is a legally binding contract between **you** and **us**.

The contract is based upon the information that you gave us in the proposal form or statement of fact and the declaration you have made. If any of the information contained therein is incorrect you must advise us or your insurance intermediary immediately.

Under the terms of the Consumer Insurance (Disclosure and Representations) Act 2012, it is **your** responsibility to take reasonable care to provide **us** with complete and accurate information when **you** take out **your policy**, throughout the life of **your policy** and when **you** renew **your policy**. It is essential that **you** tell **us** straight away about changes which may influence **our** acceptance or assessment of the risk.

Failure to notify **us** could mean that the **policy** may not operate fully and could result in part or all of a claim being refused. Such changes could include the following:

- accidents (whether your fault or not) or thefts (of or from a vehicle) whether covered by this policy or not involving you or anybody else covered by this policy
- you or anybody else covered by this policy being convicted of a motoring or a non-motoring offence or being charged with or being notified of an intention to prosecute
- a change to your address or where your vehicle is usually kept overnight
- the discovery of a medical condition for which **you** or anybody else covered by this **policy** is required to notify to the DVLA
- a change to the make & model of your vehicle or what your vehicle is used for
- a change to your occupation (full or part time) or anybody else covered by this policy
- a change to who will drive your vehicle

This is not an exhaustive list so if **you** are in any doubt about whether or not facts may need to be considered **you** should disclose them.

We have agreed to insure you under the terms, conditions and exceptions of this policy or any endorsement which may show on your schedule, and you must have paid or agreed to pay the premium for this contract to be valid.

Please read this document, **certificate of motor insurance** and **schedule** together, to ensure they give **you** the cover **you** want.



# **HOW TO CLAIM**

If **your vehicle** is involved in an accident or **you** need to make a claim under this **policy**, please contact **us** immediately using **our** Claims Helpline.

# NEW CLAIMS HELPLINE 0345 184 9999

In order to ensure **we** deal with **your** claim efficiently, **you** will need to provide **us** with as much information as possible:

- your policy number this is shown on your certificate of motor insurance;
- date, time, location and circumstances of the incident;
- details of any other people involved in the incident where possible obtain name and contact details of all those concerned:
- names and contact details of any witnesses to the incident;
- details of any injuries to any person involved in the incident.

If your vehicle has been stolen, before calling us you should:

- report the **theft** to **your** nearest Police station
- obtain a crime reference number from the Police.

If you choose to use your own repairer instead of our repairer an additional £250 Accidental Damage or Malicious Damage Excess will apply in addition to the Excess stated within your Policy Schedule

In addition to any other Voluntary or Compulsory excesses shown on your schedule, an additional charge for late claim reporting of £400 will apply if the claim is reported over 72 hours after the incident

# WINDSCREEN CLAIMS ONLY 0800 032 3522

If your policy permits and your windscreen needs to be replaced or repaired, please contact our windscreen helpline on 0800 032 3522. You will be required to pay the excess shown within this policy.

Windscreen cover only applies if **you** have Comprehensive cover. Please refer to **your policy schedule**.

# EXISTING CLAIMS 01273 741991

If you have an existing claim, please contact our Claims Department on 01273 741991.



# HOW WE USE YOUR INFORMATION / PRIVACY NOTICE

You must read this Privacy Notice carefully as it explains how we use your personal information In taking out this Insurance Policy, you or your insurance intermediary have supplied us with your personal information, and this Privacy Notice explains how we will use it. In this Privacy Notice, "we", "us" and "our" refers to Mulsanne Insurance Company Limited.

When **we** say, "**you**" and "**your**" in this notice, **we** mean anyone whose personal information **we** may collect, including:

- Anyone seeking an insurance quote from **us** or whose details are provided during the quotation process
- Policyholders and anyone named on or covered by the policy
- Anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses.

#### Who we are

Mulsanne Insurance Company Limited act as a Data Controller. **Our** offices are located at First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

## Providing consent

When providing personal information about others, **you** confirm that **you** have the consent of these individuals to supply their personal information. **We** are unable to offer **you** any product or service unless **you** provide explicit consent for the collection and use of sensitive personal data as defined in data protection laws.

**You** have the right to withdraw consent at any time (see 'Your Rights'). This may limit or terminate the contract of insurance that **you** originally entered into with **us**. Due to legal obligations with road traffic laws and regulatory requirements **we** may not be able to remove **your** personal information.

#### How we use your information

Your information includes personal details that you provided to us or your insurance intermediary, which is then used in a number of ways to process your insurance application, administer your insurance policy or any subsequent claim that you may make. The processing of the information you provide is necessary for the performance of the contract, including:

- Providing quotes;
- Maintaining and updating your policy record;
- Administering your policy including handling claims;
- The renewal of your policy;
- Processing any claim that you or someone else makes;
- Understanding **our** customer's needs and requirements;
- Analysing and research of our products and services;
- Analysing the premium, and terms and conditions we offer where automated decision making applies;
- Performing credit checks and validating information provided to us;
- Dealing with complaints;
- Preventing financial crime to meet our legal obligations.

Where **we** process special categories of data (including data relating to health or criminal convictions), **we** will do this on the basis that it is necessary for the performance of **your** insurance contract and for reasons of substantial public interest.

## Automated decision making, including profiling

We may use profiling and automated decision making, to assess insurance risks, detect fraud, and administer your policy. This helps us decide whether to offer you insurance, determine prices and validate claims. If you disagree with the outcome of an automated decision, please contact our



Operations Manager by email at info@mulsanneinsurance.com or by phone on 0344 573 1241 and **we** will review the decision.

# What personal information we collect

We collect the following types of personal information about you so we can complete the activities explained in "How we use your information:"

- Basic personal details such as name, age, address and gender
- Family, lifestyle and social circumstances, such as marital status, dependants and employment type
- Financial details such as bank account direct debit or payment card information and other information to access **your** financial status
- Photographs and/or video to help **us** manage policies and assess claims
- Tracking and location information if it is relevant to **your policy** or claims and in some cases surveillance reports
- Identification checks and background information about **you we** need to collect in order to assess the risk to be insured including previous claims information, data relating to **your** health and criminal convictions
- Medical information if it is relevant to **your policy** or claim
- Accessibility details if we need to make reasonable adjustments to help
- Business activities if it is relevant to your policy or claim
- Credit history, credit score, sanctions and information received from various anti-fraud databases about **you**.

# How we collect personal information

We may collect personal information from various sources including you, your representative, your employer or from publicly available sources, including information you have made public, for example on social media.

We also collect information from other persons or organisations, for example:

- Credit reference and/or fraud prevention agencies
- Emergency services, law enforcement agencies, medical and legal practices
- Insurance industry registers and databases used to detect and prevent insurance fraud, for example the Claims and Underwriting Exchange (CUE)
- Insurance investigators and claims service providers
- Service providers who provide the service for **our** products
- Other involved parties, for example claimants or witnesses.

#### Who do we share your information with

We may share your information with third parties, including our product and service suppliers, or other insurers, reinsurers, parties involved in handling a claim, and fraud prevention agencies, including the Insurance Fraud Bureau (IFB) https://insurancefraudbureau.org/. We may also share with the police and government bodies if we believe that this is reasonably required for the prevention and detection of crime and fraud. This assists with keeping your premiums low.

**We** may also share **your** information with other companies within the group that administer policies on **our** behalf or prospective buyers or purchasers in the event Mulsanne Insurance Company wishes to sell all or part of its business.

We may pass your details and any information or documentation you provide to us to the recognised centralised insurance industry registers and databases, credit reference agencies, and policy and claims checking systems. Data may also be released to third parties if we are required to do so under the terms of a court order or for regulatory purposes or in the investigation and settlement of a claim or a complaint.

We will only share your information in compliance with data protection laws.



# How long will we keep your information

We will only hold your information for as long as necessary to administer the policy, manage our business or in order to comply with legal or regulatory requirements. This will be in line with our data retention policy.

# Transferring personal information outside the UK

Some of the organisations **we** share **your** personal information may be located in the European Union (EU) where **your** personal information is protected by laws equivalent to those in the **UK**. If **we** have to transfer data to organisations in a third country outside the EU, **our** contracts with these parties require them to provide an equivalent levels of protection for **your** personal information.

# Your rights

You have the right to:

- Object to us using your personal information. We will either agree to stop using it or explain why we are unable to;
- Ask for a copy of the personal information we hold about you, subject to certain exemptions;
- Ask us to update or correct your personal information to keep it accurate;
- Ask us to delete your personal information from our records if it is no longer needed for the original purpose;
- Ask us to restrict the use of your personal information in certain circumstances;
- Ask for a copy of the personal information you provided to us, so you can use it for your own purposes;
- Ask us, at any time, to stop using your personal information, if using it is based only on your consent
- Complain about how **we** handle **your** data (see 'Who to contact' below)

#### Who to contact

If you wish to exercise any of your rights, or have any queries about how we use your personal information, please contact our Data Protection Officer by email at dataprotection@mulsanneinsurance.com or write to the Data Protection Officer, 18-19 Station Road, Sunbury on Thames, Surrey, TW16 6SU. We will consider your request and either comply with it or explain why we are not able to. Please note, we may request evidence of your identity to process your request.

If you are not happy with any aspect of how we handle your data, we encourage you to come to us in the first instance but you are entitled to complain to the Gibraltar Regulatory Authority, 2<sup>nd</sup> floor, Eurotowers 4, 1 Europort Road, Gibraltar, or (+350) 20074636, or email info@gra.gi.

If however **you** wish to complain to the Information Commissioner's Office (ICO) in the United Kingdom then contact the Information Commissioner's Office, Wycliffe House, Water Lane, Wilsmlow, Cheshire, SK9 5AF, or @ 0303 123 1113, or via the contact links on their website: https://ico.org.uk/concerns/.

# **COMPLAINTS PROCEDURE**

Mulsanne Insurance Company Limited and CUA Motor Limited aim to provide a standard of service that will leave no cause for complaint. However if **you** are dissatisfied with the service **we** have provided then:

• If **your** complaint is relating to a claim that you have made under this **policy** then contact please write to the Operations Manager, c/o Complete Cover Group Limited, Elmbrook House,



18-19 Station Road, Sunbury on Thames, Surrey, TW16 6SU, quoting **your** policy number or claim number and give **us** full details of **your** complaint. Alternatively **you** may e-mail **your** complaint to info@mulsanneinsurance.com or contact the office on 0344 573 1241.

• If your complaint is about any other matter please write to the Compliance Officer, CUA Motor Ltd, Field House, Station Approach, Harlow, CM20 2FB, quoting your policy number or claim number and provide full details of your complaint. Alternatively you may e-mail your complaint to

complaints@cua-group.co.uk or contact the office on 0345 456 4505.

**We** will endeavour to investigate **your** complaint fully and resolve immediately. If **we** cannot resolve **your** complaint by the next working day **we** will acknowledge your complaint within five working days of receipt, and do **our** best to resolve the problem within eight weeks by sending **you** a final response.

Should **you** remain dissatisfied having received **your** final response, **you** may be able to take your complaint to the Financial Ombudsman Service (FOS). Their address is The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. You may also find their details at www.financial-ombudsman.org.uk

Should **you** feel the need to complain about the arrangement of **your policy** please contact **your insurance intermediary** in the first instance.

# **IMPORTANT INFORMATION**

# Motor Insurance Database - Continuous Insurance Enforcement (CIE)

Information relating to **your policy** will be added to the Motor Insurance Database ("MID") managead by the Motor Insurance Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVLANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- I. Electronic Licensing
- II. Continuous Insurance Enforcement
- III. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- IV. The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If **you** are involved in a road traffic accident (either in the UK, EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffice accident (including citizens of other countries) may also obtain information which is held on the MID.

It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on MID **you** are at risk of having **your** vehicle seized by the Police. **You** can check that **your** correct registration number details are shown on the MID at www.askmid.com.

# **Sharing Information**

Insurers pass on information to The Claims and Underwriting Exchange register, and the Motor Insurance Anti-Fraud and Theft Register, run by the Motor Insurers' Bureau (MIB). The aim is to help **us** check information provided and also to prevent fraudulent claims. When **we** deal with **your** request for insurance or manage any claim that may arise, **we** may search the register(s).

When **you** tell **us** about an incident which may or may not give rise to a claim, **we** will pass information relating to it to the register(s). **You** can ask for more information about this. **You** should show this notice to anyone who has an interest in the vehicles insured under the policy.



#### Fraudulent Claims

Fraudulent claims are a serious problem for insurers and any costs arising from such activity are inevitably passed on to honest policyholders. In order to protect **your** interests and the interests of the vast majority of **our** policyholders, **we** fully investigate all claims, and where fraud is detected **we** report to the authorities under the Proceeds of Crime Act (POCA).

If false or inaccurate information is provided and fraud is suspected, details will be passed to fraud prevention agencies. **You** may also report information in respect of bogus/fraudulent claims to the Cheatline on 0800 422 0421. The Cheatline is manned 24 hours a day. Alternatively, fraud can be reported online to the Insurance Fraud Bureau (IFB) at www.insurancefraudbureau.org. All information is reported anonymously and will be treated in the strictest of confidence. The Cheatline is manned by experienced fraud investigators who may share the information with other interested parties such as the insurer concerned (if known). Savings obtained from information provided to the Cheatline will help reduce insurance premiums. More information can be provided if requested.

# Financial Services Compensation Scheme (FSCS)

Mulsanne Insurance Company Limited are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligations. Further information about compensation scheme arrangements is available from the FSCS at <a href="www.fscs.org.uk">www.fscs.org.uk</a>.



# **DEFINITIONS**

Definitions of words and phrases used in this document and are shown in bold throughout the policy.

Accessories including the

Parts or products specifically designed to be fitted to your vehicle,

manufacturer's standard tool kit and the motor vehicle's safety equipment. Also included are Taxi Signs and Aerials whether

permanently fitted or removable.

Certificate of Motor Insurance Documentary evidence that **you** have taken out the insurance that **you** must have by law. It describes **your vehicle**, who can drive it and the

purpose that it can be used for.

Endorsement A change to the terms of your policy, and shown on your schedule.

Excess The amount you will have to pay towards any claim and shown on your

schedule or policy section.

Fare Money Cash, cheques credit/debit card sales vouchers and travellers cheques

belonging to, held by or in connection with your business.

**Fire** Fire, lightning, explosion or self-ignition.

**Insurance Intermediary** The Insurance Broker, Agent or Intermediary who acting on **your** behalf

has placed this insurance with us.

Market Value The cost of replacing your vehicle with one of similar type, age, mileage

and/or condition at the time of the loss as assessed by **us**. **We** use guides (such as Glasses Guide) which refer to vehicle values, engineers and any

other relevant sources to assess the market value.

Policy The document consisting of your Proposal Form or Statement of

Fact, our motor insurance policy, your certificate of motor

insurance, schedule, and any endorsements.

Your Vehicle/ Your

Motor Vehicle

Any vehicle including its spare parts and accessories for which we have issued **you** a **certificate of motor insurance** under this policy.

**Period of Insurance** The period of time covered by this insurance as shown in the

schedule and/or certificate of motor insurance, and for which we

have accepted your premium.

Personal Belongings Property which is worn or used in everyday life and which belongs to you

and is in your vehicle.

Proposal Form / Statement of Fact The document which contains the information provided by **you** upon

which we have accepted your insurance

Road Traffic Act(s)/Law(s) The laws which include details of the minimum motor insurance cover

needed in the **United Kingdom**.

Schedule The document that identifies the policyholder and sets out details of the

cover your policy supplies.

**Territorial Limits** Countries within the **United Kingdom (UK)**, and the European Union

(EU), Andorra, Iceland, Norway, Serbia and Switzerland.

Theft Any theft or attempted theft which has been reported to the Police.

**United Kingdom** England, Scotland, Wales, Northern Ireland, the Isle of Man, and the

Channel Islands (including transit by sea, air, rail or within and between

these places).



We/Us/Our Mulsanne Insurance Company Limited

You/Your The person or company named in the schedule and certificate of

motor insurance as the Insured or Policyholder.

# **GUIDE TO POLICY COVER**

You should refer to your schedule to establish the cover which applies to your insurance. The following then confirms the sections of this document that apply:

Sections 1 to 11 apply

Comprehensive cover Third Party Fire and Theft cover Sections 1, 2, 6, and 11 apply Third Party Only cover Sections 1 and 11 apply

The General Conditions and General Exclusions apply in addition to the policy sections.



# SECTION 1 – THIRD PARTY ONLY COVER

#### What is covered

We will cover you for your legal responsibility if there is an accident which involves your vehicle and:

- kill or injure someone; or
- damage their property or their vehicle;

This cover also applies to any accident caused by a trailer, caravan or vehicle **you** are towing.

# Other people using your vehicle

We will also provide the same cover for:

- anyone allowed by the **certificate of motor insurance** to drive **your vehicle**, as long as they have **your** permission;
- anyone using (but not driving) **your vehicle** with **your** permission for social, domestic and pleasure purposes;
- anyone who is in or getting into or out of your vehicle;
- your employer or business partner if the certificate of motor insurance allows business use. Does not apply if the motor vehicle is owned, leased or hired to the employer or business partner.
- the legal personal representative of anyone covered under this section if that person dies. If any person covered by this insurance should die, **we** will deal with any claim made against their estate provided that the claim is covered by this insurance.

#### Legal Representation costs

Subject to agreement by **us** in writing **we** will pay for:

- Solicitors costs to represent any person covered by this insurance at a Coroner's inquest or fatal accident inquiry or court of summary jurisdiction;
- Reasonable costs to defend any person covered by this insurance against a charge of manslaughter or causing death by reckless or dangerous driving;
- Any other costs incurred with any accident which may involve legal liability under this insurance.

Unless otherwise agreed by us in writing, we will NOT pay:

- the costs if covered by another insurance policy;
- for proceedings where the driver was under the influence of drink or drugs at the time of the accident.

#### **Emergency Medical Treatment**

**We** will pay for emergency medical treatment that is required under the **Road Traffic Act** following an accident involving any motor vehicle covered by this insurance. If this is the only payment made then **your** No Claims Bonus will not be affected.

#### NOT COVERED BY SECTION 1

- Any claim for death or injury to anyone while they are working with or for the driver of the vehicle, except as set out in **road traffic law**, or where in the course of their employment cover is provided by their employers liability insurance;
- Death or bodily injury to the driver or the person in charge of the **motor vehicle** if the death or bodily injury occurred as a result of that person having driven the **motor vehicle**.
- Damage to property or injury to animals owned by or held in trust, custody or control of **you** or any other person covered by this insurance.
- Loss or damage by pollution or contamination however caused except as required by the road traffic acts.
- Any amount exceeding £20,000,000 for any one claim or series of claims arising out of one cause in respect of damage, loss or use or other indirect loss in respect of property.



- Loss, damage or injury arising out of "road rage" or a deliberate act by you or any person
  driving the insured motor vehicle with your permission.
   Loss of or damage to any motor vehicle you drive, or any trailer or vehicle you tow.
- Anyone who makes a claim knowing that the driver did not hold a valid driving licence at the time of the incident.

# **SECTION 2 – FIRE AND THEFT**

## What is covered

If your vehicle is lost or damaged as a result of:

- fire
- theft or attempted theft

we will either pay (subject to the deduction of any excess):

- for the repair of the damage;
- the current market value of your vehicle (the motor vehicle will then belong to us);
- the cash value of any lost or stolen part;

The payment will be made to:

- you; or
- the legal owner of **your vehicle** if owned by someone else or is subject to a hire purchase agreement, unless the owner specifically agrees otherwise.

The same cover also applies to your vehicle's accessories, if kept with, on or in your vehicle.

# Replacement Locks

If the keys or any device used to secure, gain access to, or enable **your vehicle** to be driven, are stolen, **we** will pay up to £400 (after the deduction of any **excess**) towards the cost of replacing door and boot locks, ignition and steering locks, the lock transmitter and central locking interface. This is providing it can be established that the location of where **your vehicle** is kept overnight is known to any persons who may have the keys or device used to secure, gain access to, or enable **your vehicle** to be driven.

#### **Parts**

We or the repairer may use parts which have not been supplied by the manufacturer.

#### **NOT COVERED BY SECTION 2**

For exclusions refer to NOT COVERED BY SECTION 2 (Fire and Theft) and SECTION 3 (Accidental Damage) and GENERAL EXCLUSIONS.



# **SECTION 3 – ACCIDENTAL DAMAGE**

#### What is covered

If **your vehicle** is damaged, **we** will at **our** option either pay (subject to the deduction of any **excess**):

- for the repair of the damage;
- the current market value of your vehicle (the damaged vehicle will then belong to us);
- the cash value of any lost or stolen part.

In addition, we will pay the reasonable cost of:

- protecting your vehicle if it becomes unusable due to accidental damage;
- returning your vehicle to your home address in the **United Kingdom** after repair. This is subject to **our** written consent.

The payment will be made to:

- **you**: or
- the legal owner of **your vehicle** if owned by someone else or is subject to a hire purchase agreement, unless the owner specifically agrees otherwise.

#### **Parts**

We or the repairer may use parts which have not been supplied by the manufacturer.

#### **NOT COVERED BY SECTION 3**

For exclusions refer to NOT COVERED BY SECTION 2 (Fire and Theft) and SECTION 3 (Accidental Damage) and GENERAL EXCLUSIONS.



# NOT COVERED BY SECTION 2 AND SECTION 3

## We will not pay:

- (i) more than the **market value** or the amount shown on **your** purchase receipt (whichever is lower) at the time of accident or loss if **your vehicle** or **accessories** or spare parts are damaged beyond economical repair.
- (ii) more than the last list price of parts no longer available as new.
- (iii) for loss or damage caused by **theft** or attempted **theft** while nobody is in the motor vehicle, unless all the doors, windows and other openings are closed or locked, and the motor vehicle's keys and any door or ignition unlocking devices are removed and the vehicles electronic or mechanical devices are set.
- (iv) for loss of or damage to **your vehicle**, if at the time of the incident, it was being driven by or used by anybody not named on **your certificate of motor insurance** unless the person driving is reported to the police for taking **your vehicle** without **your** permission, including being charged.
- (v) any loss or damage up to the amount which appears on your schedule as an excess.
- (vi) No payment will be made for;
  - Loss of or damage to **your vehicle** if **you** or anyone named on the **certificate of motor insurance** was driving under the influence of drink or drugs or is convicted of an offence involving drink or drugs as a result of the incident;
  - Loss of or damage to **your vehicle** through deception, fraud or repossession, or due to any government, public or local authority legally taking, keeping or destroying **your vehicle**;
  - Loss of or damage to **your vehicle** caused by an inappropriate type of fuel being used;
  - Loss of or damage to any trailer, caravan or vehicle, or their contents, whilst being towed by **your vehicle**;
  - Depreciation, wear and tear, or loss of value due to repair;
  - Mechanical, electrical, electronic or computer faults, failures, breakdowns, breakages or malfunctions;
  - Damage to tyres caused by braking, punctures, cuts or bursts;
  - Loss of use, earnings or any other indirect loss.
  - Loss of or damage to your vehicle caused by inappropriate re-charging of its fuel cell.
  - Loss of or damage to **your vehicle** caused by the use of re-charging cables and equipment which have not been approved by the vehicles manufacturer or those supplied by the rapid charging unit used;
  - Loss of or damage to **your vehicle** caused by being driven through standing and/or flowing water;
  - Loss of or damage to **your vehicle** if **you** or anyone named on the **certificate of motor insurance** is banned from driving in one or more countries within the European Union;
  - Loss of or damage to **your vehicle** if the vehicle has previously been written off or scrapped.



# **SECTION 4 – REPLACEMENT MOTOR VEHICLE**

If **your vehicle** is less than 12 months old, **we** will (subject to availability) replace it with a new motor vehicle of the same make, model and specification (or nearest specification), if:

- a) your vehicle is stolen and not recovered within 30 days of being reported; OR
- b) the cost of repairing accidental damage exceeds 60% of the vehicles list price (including any taxes) at the time of purchase.

### Both a) and b) are subject to:

- the **motor vehicle** being owned by **you** or **your** spouse. This includes purchase under a hire purchase, however specifically excludes vehicles which are the subject of a contract hire or leasing agreement; and
- the agreement of any interested hire purchase company; and
- you or your spouse being the first registered keeper of the vehicle; and
- the recorded mileage not exceeding 10,000 at the time of the incident.

If a suitable replacement vehicle cannot be found, then the most **we** will pay will be the current **market value** of **your vehicle**. The stolen and recovered or damaged vehicle will then belong to **us**.

# **SECTION 5 – WINDSCREEN COVER**

If you have Comprehensive cover we will pay for the replacement or repair of your vehicle's windscreen or other windows in your vehicle if broken or damaged. This also includes any scratching to your vehicle's bodywork if solely caused by the incident, and if the work is carried with the authority of the Windscreen Helpline.

# An excess will apply:

- If **your** windscreen is replaced then a £95 **excess** is required.
- If your windscreen is repaired then a £25 excess is required.
- If the work is not carried with the authority of the Windscreen Helpline then **we** will not pay any more than £75, after deduction of the **excess**.

Payments under this section will not affect **your** No Claims Bonus, and **we** will only pay for one claim in a **period of insurance** under this section.

#### NOT COVERED BY SECTION 5

Any glass, window or roof type described here will be dealt with under Section 3 Accidental Damage

- Damage to plastic windows on a convertible vehicle
- Sun roofs, roof panels or panoramic windows or roofs
- Lights or reflectors whether glass or plastic.



# SECTION 6 – AUDIO, COMMUNICATION & METERING EQUIPMENT

#### We will cover:

- (a) your permanently fitted audio, satellite navigation, and/or communications equipment;
- (b) two-way radio and/or Metering equipment that is specifically used by **you** for **your** business, whilst in **your vehicle**;

against theft, fire or damage up to the limits specified (after deduction of the policy excess):

# Comprehensive cover

- Vehicle manufacturers fitted equipment: Unlimited
- Other equipment: £500 Third Party Fire and

# Theft Third Party Fire and Theft cover

- Vehicle manufacturers fitted equipment: £200
- Other equipment: £200

#### NOT COVERED BY SECTION 6

- We will not pay for loss of or damage to removable satellite navigation equipment
- For **theft** of any audio, communication and/or metering equipment whilst **your vehicle** is left unattended and has not been securely locked with all windows closed
- Damage to audio, communication and/or metering equipment unless **your vehicle** has been damaged at the same time.

# **SECTION 7 – PERSONAL BELONGINGS**

We will pay up to £250 for loss of or damage to your personal belongings in or on your vehicle, provided that they are lost or damaged by accident, fire, theft or attempted theft. Proof of purchase may be required. We may take off an amount for wear and tear when we settle claims.

# NOT COVERED BY SECTION 7

**We** will not provide cover for the following:

- money, jewellery, stamps, tickets, documents or securities, or goods, tools or samples carried in connection with any trade or business;
- audio, electrical &/or communications equipment:
- property insured by another insurance policy:
- property which is not kept in a locked boot if your vehicle is a convertible.

# SECTION 8 – PASSENGER PERSONAL EFFECTS & LUGGAGE

**We** will pay up to £250 per passenger for loss of, or damage to, the personal effects and luggage of any passenger for which **you** are legally responsible up to a maximum of £750 for any one claim.

# **NOT COVERED BY SECTION 8**

We will not provide cover for the following:

- money, jewellery, watches, documents or securities;
- property insured by another insurance policy:
- property which is not kept in a locked boot if your vehicle is left unoccupied



# **SECTION 9 – TAXI FARES**

We will pay up to £250 for the **theft** of fare money whilst **you** are in **your vehicle** and whilst **you** are actively using **your vehicle** for **Public or Private Hire** work.

#### **NOT COVERED BY SECTION 9**

We will not provide cover for the following:

- fare money left in your vehicle whenever you are not in it;
- unless any **theft** is reported to the police within 24 hours of discovery;
- unless any theft, or attempted theft, involves the use or threat of force or violence;
- if there is any other insurance in force to cover this loss.

# SECTION 10 - PERSONAL ACCIDENT & MEDICAL EXPENSES

#### PERSONAL ACCIDENT

If **you** or **your** spouse die or suffer accidental bodily injury as a direct result of an accident within the insured motor vehicle **we** will pay (to **you** or **your** legal representative) the following amounts:

Type of Injury Amount we will pay

Death £2500 Loss of any limb £1000 Total loss of sight in one or both eyes £1000

#### NOT COVERED BY SECTION 10 - Personal Accident

The most **we** will pay in any one **period of insurance** is £2500 and if **you** and **your** spouse have another insurance with **us**, **we** will only pay out under one contract.

No payment will be made if:

- The death or bodily injury was caused by suicide or attempted suicide or any intentional injury;
- The insurance was not in the name of an individual;
- A seatbelt was not worn at the time of the accident;
- The insured person was under the influence of alcohol or drugs at the time of the incident.

#### MEDICAL EXPENSES

If you, or the driver of the insured motor vehicle or any passenger in the insured motor vehicle are injured in an accident involving your vehicle we will pay for medical expenses up to a sum of £150 for each injured person. This does not apply if there is cover under another insurance policy.



# **SECTION 11 – FOREIGN USE**

# Green Cards - important

If it is a legal requirement for a physical Green Card document to be in **your** possession to travel to countries permitted by this policy and the **territorial limits**, then **you** must contact **your insurance intermediary** at least 10 days prior to the start date of **your** travel to obtain this document. If **you** travel without a Green Card **you** may be breaking the law and may not be able to drive in the country **you** are visiting.

# Compulsory Insurance

This policy provides the minimum cover required by law to use **your vehicle** in:

- Any country which is a member of the European Union (EU);
- Any country which the Commissioner of the European Community approves as meeting the requirements of Article 7(2) of the European Community Directive on Insurance of Civil Liberties arising from the use of motor vehicles (number 72/166/CEE). (If the level of cover granted under EU Directives is less than provided by the **United Kingdom** law the higher level will apply).

#### **Travel within Territorial Limits**

We will insure you for the cover shown on your schedule while you are travelling within the territorial limits, (including the process of loading and unloading) between ports or terminals in the countries where you have cover as long as the motor vehicle is being transported by a recognised air, sea or motor-rail route of not more than 65 hours in duration.

### We will also pay for:

• Customs duty which **you** may have to pay after temporarily importing **your vehicle** into any of the countries for which cover is provided;

#### And/Or

• The reasonable cost of delivering **your vehicle** to **your** home address in the **United Kingdom** following repairs required due to accident or loss;

### Provided that:

- The total number of days outside the **United Kingdom** does not exceed 60 days in any one period of insurance;
- Your main permanent home is in the **United Kingdom**.

# Travel outside of the Territorial Limits

Subject to  $\mathbf{our}$  approval and the payment of a required additional premium  $\mathbf{we}$  may cover  $\mathbf{you}$  for the cover

detailed in **your schedule** to travel to countries not within the defined **territorial limits**. A Green Card or Travel document will be issued and this will be evidence of the cover. This cover must be agreed at least ten working days prior to the start date of **your** travel.

#### We will also pay for:

 Customs duty which you may have to pay after temporarily importing your vehicle into any of the countries for which cover is provided;

#### And/Or

 The reasonable cost of delivering your vehicle to your home address in the United Kingdom following repairs required due to accident or loss.

#### REFER TO SECTION ENTITLED 'DRIVING ABROAD' FOR MORE INFORMATION.



## **GENERAL CONDITIONS**

#### 1. General.

The cover provided by this insurance only applies if

- the information provided on the **proposal form or statement of fact** and declaration is current and complete to the best of **your** knowledge and belief. The premium charged is based on the information **you** gave **us** when **your** cover started and when renewed.
- You have paid or agreed to pay the premium.
- Anybody claiming under this policy has adhered to all of the conditions in this document and endorsements on the schedule.

### 2. If you have a claim.

- a) You must report any incident to us immediately.
- **b) You** must send any communication about a claim (including a writ or summons) immediately to **us** unanswered and also advise if **you** know of any future prosecution, coroner's inquest or fatal accident inquiry involving any person covered by this insurance.
- c) Any theft or attempted theft must be reported to the Police.
- d) You must not admit liability for or negotiate to settle any claim without our written permission. We may take over, defend or settle the claim, or take up any claim in your name for our own benefit. You must give us all the information and help we need.
- e) We shall have full discretion in the conduct of any proceedings or the settlement of any claim.
- f) Where required, we may request the return of the certificate of motor insurance, or any other supporting documentation.
- g) Should we deal with a claim involving the actual or constructive total loss of your vehicle then any outstanding instalments may be deducted from the agreed settlement value.

#### 3. Fraud and Misrepresentation of Risk

- (a) When applying for this insurance, including renewing or amending **your policy**, if **you** or anyone acting for **you**:
- i) provide **us** with incorrect or misleading information to any questions during **your** application process
- ii) mislead us deliberately to obtain the insurance cover, a cheaper premium or better terms
- iii) provide us with documentation which has been falsified or has been altered
- iv) make a fraudulent bank or card payment to your insurance intermediary

#### We may:

- v) cancel or void **your policy**. If we void **your policy** it will be treated as if it never existed. **We** may withhold
  - any premiums that you have paid to us.
- vi) reject any claim or reduce the amount of payment to be made
- vii) agree to correct **your policy** details and charge any additional premium due and apply the correct terms

Where we establish that there is any element of fraud, we will then:

- viii) not return any premiums that you have paid to us
- ix) recover any costs we have incurred from you
- x) cooperate with the authorities in the detection and prosecution of those involved in the fraud, including the Police authorities and reporting under the Proceeds of Crime Act.
- (b) If any claim is in any way fraudulent or if you or anyone acting on your behalf has used any fraudulent means, including inflating or exaggerating the claim, or submitting forged or falsified documents, or if you have not given complete or accurate information, then no payment will be made, all cover under this policy will end and you will lose any premium that you have paid. It is our practice to fully co-operate with the authorities in the detection and prosecution of those involved in fraud.



#### 4. Your vehicle.

**You** must take all reasonable steps to protect **your vehicle** and its contents from loss or damage, and the vehicle must be maintained, and kept in an efficient and a roadworthy condition. **We** must be allowed to examine **your vehicle** if **we** deem this necessary.

#### 5. Cancellation.

a) Within 14 days (Cooling off Period): You have 14 days to decide whether to proceed with the purchase of this insurance contract, from the later of the day that you took out the insurance contract or the day you receive the full terms of the insurance contract. If the policy is cancelled within this 14 day period and subject to no claims having been made (or likely to be made), we will charge a proportionate premium for the period we have been insuring you plus a £20 premium charge to cover our administration costs. Your insurance intermediary may also charge administration fees sufficient to cover their costs.

**You** may notify **us** or **your** intermediary, via email, of **your** intention to cancel the **policy**, acknowledging that the **certificate of motor insurance** has ceased to have effect from the appropriate time and date.

b) After 14 days: you can cancel this insurance at any time by contacting us or your insurance intermediary of your intention to cancel the policy acknowledging that the certificate of motor insurance has ceased to have effect from the appropriate time and date. Subject to no claims having been made (or likely to be made) in the current period of insurance, we will charge a premium in accordance with our cancellation scale shown below. Your insurance intermediary may also charge a fee sufficient to cover their costs. The cancellation will take effect from the date and time requested.

Period of Cover	Percentage of Refund
Up to 14 days	Pro rata
15 days to 1 Month	78%
Up to 2 Months	65%
Up to 3 Months	58%
Up to 4 Months	51%
Up to 5 Months	44%
Up to 6 Months	36%
Up to 7 Months	29%
Up to 8 Months	22%
Up to 9 Months	15%
Up to 12 Months	No refund

- c) Our cancellation rights: We or your insurance intermediary may cancel this insurance by giving you 7 days' notice in writing to your last known address (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland). Subject to no claims having been made (or likely to be made), we will refund a proportionate part of the premium.
- d) Premium defaults: If you pay your premium by instalments and there is a default in payments, we or your insurance intermediary may cancel this insurance by sending you 7 days' notice of cancellation in writing as detailed within (5c) above. No refund of premium will be allowed for the unexpired portion of the insurance. Your insurance intermediary may also charge a fee.

# 6. Administration Costs.

If you make any changes to **your** policy, **your** premium may be recalculated and **you** may have to pay an additional premium or **you** may receive a refund of premium, both of which will be subject to a premium charge of £20 (plus insurance premium tax (IPT) where applicable). This charge is to cover **our** administration costs. **Your insurance intermediary** may also make a charge for their administration costs.

#### 7. Payments made outside policy terms.

If the law of any country in which this policy covers **you** makes **us** obliged to settle or pay a claim which **we** would not normally have paid, **we** are entitled to ask **you** to repay **us**.



# 8. Changes to your policy cover or details.

You must advise us (or your insurance intermediary if applicable) immediately if any of your details change, including but not limited to: change of motor vehicle, address, use, drivers, annual mileage, occupations; vehicle modifications; medical conditions; motoring offences or fixed penalties; non-motoring offences.

When a change is advised to us, we review your cover; therefore your premium may be altered. Also, depending on the change, you are not insured until a covernote or revised certificate of motor insurance has been issued.

#### 9. Administration Costs.

If you make any changes to **your** policy, **your** premium may be recalculated and **you** may have to pay an additional premium or **you** may receive a refund of premium, both of which will be subject to a premium charge of £20 (plus insurance premium tax (IPT) where applicable). This charge is to cover our administration costs. **Your insurance intermediary** may also make a charge for their administration costs.

#### 10. Choice of Law.

This **policy** is governed by the law which applies in the part of the **United Kingdom** in which **you** live, unless otherwise agreed by **you** and **us** in writing before this **policy** starts.

# **GENERAL EXCLUSIONS**

The General Exclusions apply to the whole of this insurance policy, and apply in addition to "What is not covered" within each policy section. Your insurance does NOT cover the following:

- 1. Use of Your Vehicle. Any accident, injury, loss, damage or liability arising while any motor vehicle covered by this insurance is:
- being used for a purpose for which your vehicle is not insured, used for purposes not mentioned or excluded on the certificate of motor insurance:
- being driven by or in the charge of any person who is not noted on the certificate of motor insurance as a person entitled to drive or is excluded by endorsement. The exclusion does not apply if your vehicle is in the custody or control of a member of the motor trade for maintenance or repair;
- a motor vehicle being driven by or in the charge of any person (including **you**) who **you** know is a provisional licence holder and who is not accompanied by a person aged 21 or over and has held a full UK or EU driving licence for at least 3 years;
- being driven outside of the limitations of the drivers licence, or driven by someone who does not have a valid driving licence or is breaking the conditions of their licence;
- being driven by any person (including **you**) who **you** know is disqualified from driving or has never held a licence to drive the motor vehicle, or is prevented from having a licence (unless they do not need a licence as required by law);
- being driven in an unsafe, un-roadworthy or damaged condition or where the motor vehicle does not have a valid Department of Transport test certificate (MOT) if one is required by law;
- being driven with a load or number of passengers which is unsafe;
- being used for any purpose in connection with the Motor Trade;
- being used for Public or Private Hire in an area in which you are not licensed to operate;
- let out or hired in return for money or reward;
- being driven whilst declared SORN (Statutory Off Road Notification).
- **2. Airside Exclusion. We** will not cover any accident, injury, loss, damage or liability arising while **your vehicle** is being used in or on that part of any airport, aerodrome, airfield or military base which is used for the take off and landing of aircraft, including the movement of aircraft on the ground and aircraft parking aprons, the associated service roads, refuelling areas and ground equipment parking areas. **We** will not pay for any claim concerning an aircraft within the boundary of the airport or airfield.



- **3. Imported Vehicles**. Any motor vehicle which was manufactured outside of the **United Kingdom** and imported other than through the manufacturers normal import arrangements, unless otherwise agreed.
- **4. Other Insurance**. Any loss, damage or liability that is also covered by any other insurance policy.
- 5. Travel outside the Territorial Limits. Any loss, damage or liability that occurs outside the territorial limits, unless you have paid an additional premium to extend your cover under Section 11 Foreign Use.
- 6. Competition and performance driving. Any accident, injury, loss, damage or liability arising while **your vehicle** is being used for racing, rallying, speed testing, competitions, speed trials, or when driven on a motor sport circuit, race track or de-restricted toll road (including Nürburgring).
- **7. Confiscation of your vehicle**. Any loss or damage resulting from empowerment or confiscation of **your vehicle** by Customs and Excise, Police or any other Government authority. Also, **we** will not cover securing the release of a motor vehicle, other than **your vehicle**, which has been seized by, or on behalf of any government or public authority.
- 8. War and hostilities. Any result of war, invasion, act of foreign enemy, act of terrorism, hostilities (whether war is declared or not), civil war, revolution, insurrection, rebellion, coup, military or usurped power or destruction of or damage to property by order of any government or public authority except so far as is necessary to meet the minimum required by law.
- 9. Earthquake, Radioactivity, Pressure waves, Dangerous Goods or Riot. Direct or indirect loss, damage to liability caused by or arising from:
- earthquake;
- ionising radiation or contamination from any radioactive nuclear fuel or from any nuclear waste from burning nuclear fuel;
- the radioactive, toxic, explosive or other dangerous property of any nuclear assembly or nuclear part of that assembly:
- pressure waves caused by aircraft and other flying objects;
- carrying any dangerous substances or goods for which **you** need a police licence (except where **we** need to provide cover to meet the minimum insurance required by the relevant law).
- riot or civil commotion occurring in Northern Ireland or outside of the **United Kingdom** (except where **we** need to provide cover to meet the minimum insurance required by the relevant law).
- 10. Contracts. We will not cover any claim as a result of an agreement or contract unless we would have been responsible anyway.
- 11. People involved in this contract. This contract is between you and us. Nobody else has any rights they can enforce under this contract except those rights they have under road traffic law. The Contracts (Rights of Third Parties) Act 1999 does not allow any additional rights under this policy in favour of any third party.
- 12. Proceedings outside of the United Kingdom. Any proceeding brought against you or judgement passed in any court outside the United Kingdom unless the proceedings or judgement arises out of your vehicle being used in a foreign country for which we have agreed to extend this insurance cover.
- 13. Racing and deliberate Acts This Policy does not provide cover for any loss, damage, death or injury arising whilst your vehicle is being used in any rallies or as a result of racing formally or informally against another motorist; nor does it provide cover for any loss damage, death or injury intentionally caused by you or any driver insured to drive your vehicle and/or resulting from participation in any criminal act or offence.



# **DRIVING ABROAD**

All insurance documentation should be taken with **you**, including **your certificate of motor insurance**, **your schedule**, and **your** motor insurance **policy**.

The statement is repeated below in the following languages: French, German, Italian and Spanish.

The certificate of motor insurance, and motor insurance policy to which it relates applies in respect of incident occurring in member countries of the European Union. Cover also applies in other countries which have satisfied the requirements of the Commission of European Union as follows: Andorra, Croatia, Iceland, Norway and Switzerland.

The certificate of motor insurance and the motor insurance policy to which it relates applies to any trailer whilst being towed by the motor vehicle shown on the certificate of motor insurance.

Le Certificate et la police d'assurance qui s'y rattache s'appliquent au regard d'incidents ayant lieu dans les pays members Union Europèene. La couverture s'acquiert également dans d'autres pays qui ont rempli les conditions de la Commission de la Union Europèen, c'est-à-dire: Andorre, Croatie, la Islande, la Norvège, et la Suisse.

Les Certificat et la police d'assurance qui s'y rattache s'appliquent à toute remorque étant tractée par le véhicule dont il est fait mention dans le Certificat.

Das Zertifikat und die diesbezügliche Versicherungspolice gewähren Versicherungsshutz für Versicherungsfälle in den Mitgliedslänern der EG. Der Geltungsbereich erstreckt sich ferner auf solche anderen Länder, die Erfordernisse der EG-Kommission erfült haben, nämlich: Andorra, Kroatien, Norwegen, und die Schweiz.

Das Zertifikat und die diesbezüglich Versicherungspolice gewähren Deckung Für Anhänger des auf dem Zertifikat angegebenen Fahrzeungs.

Il certificate e la polizza di assicurazione a cui fa riferimento si applicano per gli incidenti che occorrono nei paesi della Unione Europea. L'assicurazione si applica anche per gli altri paesi che hanno soddisfatto le esigenze delle Commissione della Unione Europea, cioè: L'Andorram Croazia, Islanda, Norvegia, e Svizzera.

Il certificate e el polizza di assicurazione a cui si riferisce, si applicano a qualsiasi rimorchio che venga trainato dal veicolo indicato sul certificate.

El Certificado y la Póliza de Seguro correspondiente, cubren los accidentses que ocurran en cualquiera de los países miembros de la Unión Europea. Asimismo cubren los accidents que ocurran en los siguientes países que reúnen las condiciones exigidas por la Cornisión de la Unión Europea: Andorra, Croatia, Islandia, Noruega, y Suiza.

El Certificado y la Póliza de segrou correspondiente cubren a cualquier remolque mientras vaya arrastradopor en el Certificado.

# My Taxi Insurance

Field House, Station Approach, Harlow, CM20 2FB

Tel: 01992 566925

To report a new claim

Tel: 0345 184 9999

