



The Westminster Taxi Policy

January 2011

WESTMINSTER INSURANCE

The Specialist Taxi Insurer

Contents

Introduction to your policy	1
Making a claim and important telephone numbers	2
Motor Insurance Database disclosure	2
General definitions	3
Uses and drivers	6
Clauses	6
Section 1 – Liability to others	8
including non-motor public liability and employers liability	10
Section 2 – Your vehicle	12
Section 3 – Legal expenses	18
Section 4 – Road rescue	22
Part A – United Kingdom	26
Part B – European Road Rescue	28
Section 5 – Driver’s personal accident	31
General Conditions	33
General Exclusions	37
Important notice – please read	39

Introduction to your policy

Thank you for choosing Tradex Insurance Company Limited. We are pleased to welcome you as one of our valued policyholders.

This policy is a legal contract which is based on the information you supplied when you applied for this insurance. We rely on that information when we decide what cover to provide and how much you will pay. It is therefore essential that all the information given to us is accurate and that you have not withheld any material facts. It is also important that you tell us immediately if there are any material changes in your circumstances or to the information already given. If you are not sure whether something is important, please tell us anyway as failure to do so may invalidate your insurance.

The policy, together with your schedule, certificate of motor insurance and any endorsements that apply sets out the insurance protection being provided in return for your premium. It also tells you how to make a claim and how to contact us.

Please read all the documents carefully and keep them in a safe place. You will see that certain words and phrases which have specific meanings have been defined and are in bold type throughout your policy. If you find any errors in any of the documents, please tell us immediately so that we can make the necessary changes. We recommend that you keep a copy or record of all information you give to us.

This policy and other associated documentation is also available in large print, audio and Braille. If you require any of these alternative formats please contact us or your intermediary.



Stephen Endean, Chief Executive Officer
Tradex Insurance Company Limited
Victory House, 7 Selsdon Way, London E14 9GL
Tel: 020 7001 9200
Fax: 020 7068 7730
Email: victoryhouse@tradex.com

Tradex Insurance Company Limited is authorised and regulated by the Financial Services Authority (No. 202917).
A member of the Motor Insurers' Bureau.

Registered in England and Wales No. 2983873

Making a claim

Motor, Legal Solutions and Driver's Personal Accident

As soon as you can, please telephone either your Agent whose details are on the front cover of the policy or Westminster Claims 0845 373 1300 or from abroad +44 207 001 9200, weekdays 9am to 5pm

To make the claims process easier for you, the claims team will text you a claim reference number and their direct telephone number.

Please note:

- You must report every accident even if there is no damage to your vehicle or the accident was not your fault.
- You must not drive a vehicle after an accident if it is not roadworthy or if this will, in any way, increase the damage.
- You must send us, unanswered, every writ, summons, legal process or other communication about the claim as soon as you receive it.
- You must tell us in writing immediately you or your legal representative become aware of any prosecution, inquest or fatal inquiry involving anyone covered by this policy.
- Send all documentation requested to Westminster Claims Department, Victory House, 7 Selsdon Way, London E14 9GL.

Road Rescue

Telephone the 24 hour Tradex and Westminster Road Rescue Helpline on 0800 132 450 in the United Kingdom or, if you have European Road Rescue cover on +44 1737 815 150 from abroad

- 1 Advise the operator that **you** are a Westminster Tradex policyholder.
 - 2 Quote **your vehicle** registration number and provide a description, if required.
 - 3 Give the **vehicle's** location and the nature of the fault.
- You must not drive the vehicle after an accident if it is not roadworthy or if this will, in any way, increase the damage.
 - If your vehicle is disabled as a result of an accident, it will be moved to the nearest repairer or place of safety.

Windscreen

For repairs and replacement, please telephone 0800 36 36 36 at any time

Motor Insurers Database disclosure

In order to comply with the regulations relating to the Motor Insurers Database (MID), you are obliged to advise us of any vehicle which will be in your possession for more than 14 days as well as any disposals you make. Remember that full cover will only operate if a vehicle has been disclosed to us for MID purposes.

So that we can enter or delete the vehicle details within the timescales allowed by the MID, you must immediately advise us of any acquisition or disposal. If you do not comply you may be prosecuted by the appropriate body, a fine of up £1,000 may be levied and your details held on the MID as a defaulter. In addition, the vehicle may be clamped, seized or destroyed and 6 points added to the driver's licence.

For further information about what is required and the penalties for late or no notification, please see General Condition 21, Motor Insurance Database Disclosure on page 36 and also Essential Information on page 39.

General definitions

*The words and phrases shown in **bold** have the same meaning wherever they appear. They are either defined below or more specifically elsewhere in this policy.*

Accessories	For the purpose of this policy , accessories include <ul style="list-style-type: none">a) any additional and supplementary accessories fitted to the vehicleb) safety equipment, child car seats and any parts kept in or on the vehiclec) the maker's tool kit.
Act of terrorism	An act or threatened act as set out in the Terrorism Act 2000 and which is <ul style="list-style-type: none">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 intimidate the public or any section of the public and which involves any serious violence, damage or disruption to or interference with an electronic system, any risk to health or safety or which endangers life.
Articulated vehicle	A goods carrying vehicle made up of a power unit and one semi trailer.
Black cab	A purpose built taxi which has separate compartments for driver and passengers.
Business	The business which you operate in the United Kingdom as the driver and/or owner of your taxi, PHV or public service vehicle(s) .
Car	A private passenger vehicle with a maximum carrying capacity of 8 passengers in addition to the driver.
Certificate of motor insurance	Evidence of the existence of motor insurance as required by law.
Claim	A claim or series of claims arising out of one event.
Co-insurance	The percentage of each claim which you have agreed to pay.
Commercial vehicle	Any commercial vehicle or horse box of up to 7.5 tonnes gross vehicle weight not requiring a special driving or operator's licence.
Consequential loss(es)	Any loss, charge or cost not directly caused by the event leading to a claim including, but not limited to, loss of use, loss of income, loss of contracts, business losses, loss of revenue, loss of profit and/or anticipated savings.
DVA	The Driving and Vehicle Agency Northern Ireland.
DVLA	The Driving and Vehicle Licensing Authority.
Employee	A person who, under the terms of the Employers' Liability (Compulsory Insurance) Act 1969, has entered into or works under a contract of service or apprenticeship with the business whether the contract is expressed or implied, oral or in writing including anyone <ul style="list-style-type: none">i) hired or lent to you or borrowed by youii) supplied to you or employed by you under your control or supervisioniii) who is self employed and working under your control or supervisioniv) who is a prospective employee whose suitability for employment is being assessed by you as a driver of your taxi, PHV or public service vehicle.
Endorsement	Any variation to the printed terms of this policy .
Excess(es)	The amount(s) and/or any co-insurance percentage shown in the schedule which will be deducted from each claim paid.

Fare money	Cash, cheques, credit and debit card sales vouchers and travellers cheques belonging to, held by or in connection with your business .
Finance company	The finance company, bank, building society or any other lender with which you have entered into a loan or credit agreement for purchasing your vehicle .
FSA	The Financial Services Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS. Information on regulated companies can be obtained either by telephoning the FSA Consumer Helpline on 0845 606 1234 (local call rates) or by visiting their website: www.fsa.gov.uk .
Green Card	The document required by certain non European Union (EU) countries to provide proof that you have the minimum insurance cover required by law to drive in that country.
Home	The house or self contained flat at the address shown in the schedule .
Imported vehicle	A vehicle which may have been registered in but was not originally built to be sold in the United Kingdom .
Injury	Bodily injury, death, illness, disease and/or nervous shock.
In-vehicle equipment	Any in-vehicle entertainment system (including cassettes, compact discs DVDs and films), telephone, camera, data transmission, communication, satellite navigation and taxi metering and printing equipment, roof sign, CB and two-way radio whilst the equipment is permanently fitted to the vehicle or specifically designed to be removable or partly removable and which cannot function independently of the vehicle .
Market value	The current cost of replacing your vehicle with a comparable one of similar type and condition determined by reference to standard trade guides.
Material facts	Any information which would influence us in our decision to provide or restrict cover and to set the level of premium.
Minibus	A motor vehicle constructed and/or adapted to carry between 9 and 16 passengers in addition to the driver who must hold a PCV Category D1 licence to carry passengers.
Moped	A motorcycle with a maximum design speed not exceeding 30mph, weighing not more than 250kg and with an engine of 50cc or less. The definition also includes motorcycles that can be moved by pedals if first used before 1 August 1977.
Motorcycle	A mechanically propelled vehicle, not being an invalid carriage or moped , with less than four wheels and the unladen weight of which does not exceed 410kg.
Outstanding balance	The net balance owing to the finance company when the total loss claim is settled or, if the vehicle was stolen, the date of the settlement offer <i>excluding</i> any arrears, credit insurance rebate, re-financing cost, deposit paid, part exchange allowance and debts, warranty charge, vehicle tax, insurance premium and any deducted excess(es) .
Period of cover	The period of insurance shown in your schedule or the earlier of the date on which the <ol style="list-style-type: none"> i) finance agreement expires, is paid off or we have paid the outstanding balance under Section 2 – Your Vehicle, Optional extension 2 – Finance Gap cover ii) vehicle is sold or transferred to a new owner iii) policy is cancelled or not renewed.
Period of insurance	The period stated in the schedule for which you have paid and we have accepted a premium.
Policy	This document, the schedule , endorsements and certificate(s) of motor insurance read together and any word or expression to which a specific meaning has been given having the same meaning wherever it appears.
Policyholder	The persons and/or business named as the policyholder in the schedule .

Private hire vehicle/PHV	A car, minibus or motorcycle <i>but not</i> a taxi or public service vehicle available with a driver and licensed for hire or reward by the appropriate authority.
Public service vehicle/PSV	A taxi or PHV operated under the terms of the Special Restricted PSV Operator's (PSV O) licence held by you.
Road rage	A deliberate act by the driver or passenger of a motor vehicle intended to cause harm, damage or intimidation to another person or damage to their vehicle or property.
Schedule	The document which gives details of the policyholder , insured or insured persons , the period of insurance , endorsements applicable, excess(es) and the cover in force.
Spouse	Your husband, wife, civil partner (as defined in the Civil Partnership Act 2004) or someone you are living with as if you are married to them.
Taxi	A public hire vehicle licensed by the appropriate authority to ply for hire, be flagged down or hired at a taxi rank and which displays a roof sign and hackney carriage plate showing its licence number and the maximum number of passengers allowed to be carried.
Territorial limits	The United Kingdom , the Republic of Ireland, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France including Monaco, Germany, Gibraltar, Greece, Hungary, Iceland, Italy including San Marino and the Vatican City, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland including Liechtenstein.
Total loss	Where the vehicle <ul style="list-style-type: none"> i) has been damaged beyond economic repair ii) repair costs exceed 75% of the market value or iii) was not recovered within six weeks of being stolen.
Tradex	Tradex Insurance Company Limited.
Trailer	For the purpose of this policy , trailers include semi-trailers or containers used for carrying goods but which cannot themselves be driven.
Unattended	No-one being in the vehicle or in a position to prevent any unauthorised interference with the vehicle or its contents.
United Kingdom	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
Vehicle	Any private hire vehicle , taxi , public service vehicle , minibus , car , motorcycle , moped and commercial vehicle described in the schedule and current certificate of motor insurance and recorded on the Motor Insurance Database (MID).
We/us/our/the insurer	Tradex or any other insurer more fully defined in any operative section of this policy .
You/your/insured/insured person	<ul style="list-style-type: none"> i) the policyholder and ii) where more specifically insured elsewhere in this policy any person <ul style="list-style-type: none"> a) permitted by the current certificate of motor insurance to drive, use or be in charge of the vehicle b) defined as an insured or insured person in any individual section or part of this policy and, where applicable, their personal legal representatives.

Uses and drivers

This policy only covers the vehicle if it is being driven and used by the persons and in the way specified in the schedule and certificate of motor insurance.

Use exclusions

The following uses are not covered unless specifically shown as included in your certificate of motor insurance and/or your schedule

- i) hiring or letting out your vehicle in return for money or reward
- ii) carrying and transporting passengers or goods for money other than
 - a) the use of your vehicle as a taxi, PHV or PSV in the area in which you are licensed to operate
 - b) where a mileage allowance is paid to you for official or agreed business duties or for the performance of a social service
 - c) car-sharing agreements involving the use of a car for social or similar purposes provided that you make no profit from what you are paid for the journey
- iii) racing, pace making, competitions, rallies, track days, trials or speed tests whether on a road, track, off-road, land prepared for such use or the Nurburgring Nordschleife and whether the event is officially organised or informally arranged
- iv) any purpose connected with the motor trade.

Driver exclusions

This policy excludes any liability, injury, loss, damage or consequential loss occurring whilst a vehicle is being driven by you or by any person claiming indemnity under this policy

- i) unless such person holds the appropriate licence(s) to drive the vehicle or has held and is not disqualified or prohibited by law from holding or obtaining such a licence
- ii) not complying with the terms and limitations of their driving licences
- iii) who, as a result of an incident or claim, is convicted of racing on a public highway except as required to meet our obligations under the applicable Road Traffic Acts or equivalent legislation in the territorial limits or any other country in which this policy is operative
- iv) who we are satisfied was, at the time, under the influence of or addiction to any substance including but not limited to intoxicating liquor, a drug or drugs other than those medically prescribed and/or substance or solvent abuse
- v) commits or attempts
 - a) suicide or attempted suicide
 - b) wilful deliberate or criminal damage including road rage.

Clauses

1 Standard and protected no claims bonus

We will, if applicable and depending on the number of claims arising during each twelve month period of insurance, increase or reduce the annual renewal premium in accordance with the bonus scale which applies at the time. The percentage discount which the bonus represents is our standard bonus scale published on our website or available from Head Office, Appointed Representatives, brokers and our branches. The bonus allowance will be at our sole discretion.

Both standard and protected no claims bonuses

- i) will be applied as if a separate insurance had been issued for each vehicle shown on the schedule
- ii) cannot be
 - a) earned if the period of insurance is less than twelve months
 - b) transferred to another person or business
 - c) transferred to another vehicle following a total loss unless we agree otherwise.

When calculating the no claims bonus, we will disregard those claims where we are able to make a full recovery of our outlay.

2 European and foreign use

This policy does not provide cover in any country outside the United Kingdom other than to provide compulsory minimum third party indemnity cover in the countries listed below (see Section 1 – Liability to others on page 8). If you do require the full cover shown in your schedule under Section 2 – The Vehicles (page 12), you must specifically request it. If we agree to provide the cover, we will endorse your policy and/or schedule and, if necessary, issue a green card.

You are required to carry your certificate of motor insurance and, if issued, your green card for all travel outside the United Kingdom.

Compulsory third party insurance cover outside the United Kingdom

We will, in compliance with the EU Directives, provide the required minimum third party indemnity cover required to comply with the laws relating to compulsory insurance of vehicles in Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France including Monaco, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy including San Marino and the Vatican City, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland including Liechtenstein.

Full cover as shown in your schedule

If you require the full cover shown in the schedule for countries outside the United Kingdom, you must specifically request it before you travel. Where we agree to provide the cover we will endorse the policy and/or schedule and, if necessary, issue a green card and you will have to pay an additional premium.

Cover will only be provided in line with the cover shown in your schedule as operative under Section 2 – Your Vehicle

- i) you are permanently resident in and your business is based in the United Kingdom
- ii) the vehicle is registered in the United Kingdom
- iii) your trip outside the United Kingdom is temporary and the vehicle is out of the United Kingdom for no more than 45 days per trip
- iv) the vehicle is not driven and/or used as a taxi, PHV or PSV outside the United Kingdom other than in the Republic of Ireland and then only if your business is based in and operates from Northern Ireland
- v) *the trip does not include driving in Bulgaria, Croatia, Poland, Romania, Slovakia and Slovenia* other than the minimum third party indemnity cover provided under Section 1 – Liability to others on page 8.

Cover includes

- 1 transit by rail, air and sea (including loading and unloading) between the countries in which you have cover
- 2 the payment of any general average contribution, salvage and sue and labour charges incurred whilst the vehicle is being transported by sea between any of the countries in the territorial limits provided that Section 2 – Your Vehicle is operative
- 3 the reimbursement of any customs duty you may have to pay arising directly as a result of an insured claim.

3 Spanish Bail Bond

We will provide a guarantee or deposit of up to £5,000 to facilitate your release or that of your vehicle and its attached trailer if, as a direct result of an accident in Spain, you are detained or the vehicle is impounded. You must comply with all necessary formalities and give us all information and assistance necessary to obtain the cancellation of the guarantee or the return of the deposit. If the guarantee or deposit is fully or partially forfeited or taken as payment of any fines or costs, you will repay us immediately.

4 Child car seats

If your car suffers impact damage as a result of an accident, we will replace any fitted child seats with new ones of the same quality.

Section 1 - Liability to others

The Cover

We will insure you for all the amounts you may be legally liable to pay less any **excess** stated in the **schedule** for accidental

- i) death of or injury to other people
- ii) damage to property up to the limit specified in the **schedule**

as a direct result of

1 Driving your vehicle

an accident you have whilst you are driving, using or in charge of your vehicle

2 Other people driving or using your vehicle with your permission

- i) your employer or business partner and any other person using, driving or in charge of the vehicle
- ii) any passenger travelling in, getting into or out of the vehicle *but only* at the policyholder's specific request
provided this is allowed by the current certificate of motor insurance and has not been excluded by endorsement, exclusion or condition.

3 Towing

the vehicle being used to tow a trailer, caravan or disabled vehicle as allowed by law or recommended manufacturers towing limit

excluding any trailer, caravan or disabled vehicle

- a) *being towed in return for money or reward*
- b) *not properly secured to your vehicle*
- c) *when more than one trailer, caravan or disabled vehicle is being towed.*

Section Exclusions

This section does not cover

- 1 *loss of or damage to*
 - a) *property belonging to or in the custody or control of you, any passenger and/or anyone driving or using your vehicle*
 - b) *the vehicle itself and/or the towed trailer, caravan or disabled vehicle and/or contents*
- 2 *death of or injury to any employee arising out of or in the course of that person's employment by you or any other party claiming indemnity except as required by the relevant laws applicable to the driving of vehicles.*

Extensions

1 Legal personal representatives

We will deal with a claim made against the estate of any deceased person insured by this policy provided that the claim is covered.

2 Additional costs and fees

We will, at our option, pay for

- i) legal fees for representation at any coroner's inquest, fatal accident inquiry or court of summary jurisdiction
- ii) the cost of defending any proceedings against you for manslaughter or causing death by dangerous or careless driving up to a limit of £10,000 inclusive of VAT

- iii) emergency treatment fees as required under the Road Traffic Acts (if this is the only payment **we** make, **your** no claims bonus will not be affected)
- iv) all other costs and expenses incurred with **our** written consent.

3 Passenger personal effects and luggage

We will pay up to £500 per passenger for the personal effects and luggage *other than jewellery, watches and money* of any passenger for which **you** are legally responsible up to a maximum £2,000 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.

4 Non-motor public liability

We will pay up to a limit of £10,000,000 any one **claim** for all the amounts **you** may be legally liable to pay as damages for accidental

- i) **injury** to any person not employed by **you**
- ii) damage to property

arising directly from **your business**

including

- 1 costs and expenses incurred with **our** written consent
- 2 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**

excluding

- a) any **excess** shown in the **schedule**
- b) any **injury** or damage occurring outside
 - i) the area in which **you** are licensed to operate
 - ii) the **United Kingdom** other than in the Republic of Ireland and then only if **your business** is based in and operates from Northern Ireland
- c) **injury** of any **employee**
- d) liability arising from any
 - i) vehicle owned, leased, hired, used or worked upon by **you**
 - ii) property and/or premises owned, leased, rented, hired and/or occupied by **you**
 - iii) product, including food and drink, sold or supplied by **you** or for which **you** are legally responsible
- e) liability arising from any
 - i) other business owned and/or operated by **you** whether or not related to **your business**
 - ii) malicious or criminal act
 - iii) attack on a passenger
- f) loss of or damage to passengers' personal effects and luggage for which **you** are legally responsible other than as provided for in Extension 3 above.
- g) any liability incurred 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.

Optional Extensions

Your schedule will show which of these optional extensions is in force.

1 Driving other vehicles

We will extend the cover provided by this section of the **policy** to an accident involving any other **car, taxi, public service vehicle or private hire vehicle other than a motorcycle** whilst you are personally driving it with the permission of the owner

provided that

- i) this is allowed by the current **certificate of motor insurance** and subject always to the limits, terms, conditions and exclusions of this section and the **policy** as a whole
- ii) the vehicle is registered, taxed, insured and registered on the Motor Insurers Database in the owner's name

excluding any

- a) *vehicle*
 - 1 *owned by you or hired to you under a hire purchase or lease agreement*
 - 2 *available to you on a regular basis*
 - 3 *insured elsewhere*
- b) *event which occurs outside the United Kingdom.*

2 Employers liability

Definition

- Costs and expenses** All fees, costs and expenses incurred with our written permission for
- a) the investigation, defence or settlement of any **claim** against **you**
 - b) **your** legal representation at any coroner's inquest, fatal accident inquiry or court of summary jurisdiction arising out of any alleged breach of statutory duty
 - c) any claimant's legal costs for which **you** are responsible.

The Cover

If, during the **period of insurance**, you become legally liable to pay damages, **costs and expenses** and/or claims costs in respect of a **claim** for **injury** to any **employee** arising out of and in the course of employment by **your business**, we will for any one **claim**, pay up to

- a) £10,000,000
- or
- b) £5,000,000 where an **injury** is directly or indirectly caused by, results from or is in connection with any **act of terrorism** or action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**

excluding

- i) *any injury occurring outside the United Kingdom and, provided that your business is based in and operates from Northern Ireland, the Republic of Ireland*
- ii) *legal liability in respect of injury to any employee carried in, on or getting into or out of a vehicle where compulsory insurance or security is needed under the applicable Road Traffic Act legislation*
- iii) *liquidated damages, penalty clauses and fines*
- iv) *any activity arising out of the sponsorship or organisation of and/or participation in any motor competition, race, speed or other trial or performance test.*

Additional covers

Court attendance

Where **we** have requested attendance, **we** will compensate **you** up to a maximum of £250 per day for any partner, principal or director and £150 per day for any **employee** attending court as a witness in connection with a **claim**.

Additional persons insured

At **your** request, **we** will extend cover to

- a) any of **your** partners, principals, directors or **employees** and, if necessary, their personal representatives, in respect of legal liability for which **you** would have been entitled to indemnity under this extension had the **claim** been made against **you**
- b) any person, business, organisation or local authority for whom **you** are carrying out a contract in respect of legal liability arising solely out of the performance of the contract *but only* to the extent required by the contract terms

provided that

- i) each person claiming indemnity is subject to the terms, conditions and exclusions of this extension in so far as they can apply
- ii) **we** have control of all **claims**
- iii) the total amount **we** pay for any one **claim** does not exceed the limits stated above.

Injury to working partners

If **you** are a working partner, the cover will apply as if **you** are an **employee**

provided that

- i) any **injury** is sustained whilst **you** are working in connection with **your business** and caused by another partner or **employee**
- ii) **you** have a valid right of action against the other partner or **employee**.

Health and Safety legislation

We will indemnify **you** in respect of

- a) legal fees and expenses incurred with **our** written consent for defending proceedings and appeals
- b) costs of prosecution awarded against **you** arising from any health and safety enquiry or criminal proceedings for any breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 and any amending or subsequent legislation

excluding

- i) *proceedings*
 - *which do not relate to an actual or alleged act, omission or incident committed during the **period of insurance** and in connection with the **business***
 - *resulting from any deliberate act or omission by **you***
 - *relating to the health and safety of anyone other than an **employee***
- ii) *the provision of indemnity by another insurance policy.*

Unsatisfied court judgements

We will, at **your** request, pay an **employee** or his or her personal representative, the amount of damages and taxed costs awarded for **injury** by a court in the **United Kingdom** against a company, partnership or any person conducting a business and which remains unpaid six months after the date of the award provided that

- i) the most **we** will pay in any one **period of insurance** is £2,000,000
- ii) the **injury** was sustained in the course of the **employee's** employment by **you** during any **period of insurance**
- iii) there is no appeal outstanding against the judgement
- iv) the **employee** or their personal representative agrees to assign the judgement to **us** and to repay to **us** any part of the award subsequently recovered
- v) there is no other insurance in force to cover such payment.

Section 2 - Your vehicle

Your schedule will show whether this section is in force and which of the Covers A, B, C and D are operative.

The Cover

We will insure **your vehicle** against loss or damage caused by

- 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 **vehicle** without **your** permission

Making a claim

Please see page 2 – Making a Claim for detailed information about how to make and manage a claim.

1 Repairs

Your vehicle may be repaired either by a competent repairer of **your** choice or by one of our recommended repairers. Please note that if **you** choose **your** own repairer, certain of the covers and services will be restricted or may not apply (see below for full details).

Second hand or reconditioned parts

Where it is safe to do so and **you** have agreed to the fitting of second hand or reconditioned parts, **we** will pay **you** half of the amount saved and reduce **your excess** by the amount of the saving. If the saving is larger than **your excess**, **we** will pay **you** the difference.

Repairs under £500

You may personally authorise the repairs if the written estimate for the repairs is £500 or less but **you** must send it to **us** immediately together with the accident report form and **your** driving licence.

Approved repairer

If **you** agree to repairs being undertaken by our approved repairers, **we** will arrange for work to begin as soon as possible. If the **vehicle** can be driven safely, **we** will arrange a suitable time for **you** to take it in for repairs.

Own choice repairer

If **you** wish the repairs to be undertaken by a competent repairer of **your** choice, **you** must send **us** the following

- the completed accident report form
- **your** driving licence
- a written estimate for the repairs.

If **we** cannot reach an agreement with the repairer over costs, **we** reserve the right to

- i) arrange for a repairer of **our** choice to carry out the work
- or
- ii) pay **you** the amount our repairer would have charged.

2 Recovery and delivery

We will pay the reasonable costs, where necessary, of

- i) protecting the **vehicle**
- ii) where the **vehicle** is a **total loss**, moving it to free and safe storage whilst **our** investigations are carried out
- iii) moving the **vehicle**, if it cannot be driven, to the nearest approved repairer.

3 Making a theft claim

So that **we** can facilitate the speedy handling and settlement of your theft claim, you must send us

- i) the **vehicle** registration documents
- ii) the MOT certificate, if applicable
- iii) a copy of the hire purchase or leasing documents or the name, address and reference number of the **finance company**
- iv) the purchase receipt
- v) photographs of the **vehicle** if you have any
- vi) all keys to the **vehicle**, an alarm key or transmitter, if applicable (all the keys will be required before final settlement of the claim)
- vii) the **vehicle's certificate of motor insurance**
- viii) if applicable, confirmation of the registered ownership of the **vehicle's** cherished, private or personalised number plate.

How we will settle your claim

Your vehicle

If your **vehicle** is lost, stolen or damaged, **we** will, subject to the deduction of the applicable **excess(es)** and at **our** option

- i) pay for the damage to be repaired or
- ii) replace the **vehicle** or
- iii) make a cash settlement.

The most **we** will pay is the **market value** or the value shown in the **schedule** whichever is lower.

Total loss

If the engineer classifies the **vehicle** as repairable, **we** may, on request and at **our** option, offer a reduced cash settlement and allow you to keep the damaged **vehicle**. However, if the **vehicle** is classified as irreparable and you are not eligible for a new **vehicle** (see New Vehicle Replacement below), the **vehicle** will become **our** property and **we** will arrange for its immediate disposal. **We** will hold the proceeds for you until **we** confirm the cover and agree to settle the claim. In the event that the claim is not covered, **we** will pass on to you the amount **we** received for the salvage plus any interest **we** have earned. Any cash settlement **we** offer will be subject to the deduction of the applicable **excesses**. **We** will ask you to return your **certificate of motor insurance** before **we** pay.

Cover for the damaged **vehicle** will end from the date you accept **our** offer. *Except* as specifically varied elsewhere in this section, an additional premium will be required if the cover is to continue on a replacement **vehicle**.

Hire purchase or leasing agreements

If, to **our** knowledge, the **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 to the legal owner whose receipt will be a full and final discharge to **us**.

New vehicle replacement

If the **vehicle** is damaged within twelve months of its purchase as new **we** will, subject to availability, replace it with a new one of the same make and specification where

- a) the repair cost exceeds 60% of the list price at the time of purchase or
- b) it has been stolen and not recovered within 6 weeks

provided that

- i) you pay the applicable **excess(es)**
- ii) the **vehicle** is owned or was purchased under a hire purchase agreement by you or your spouse *but not if the vehicle is subject to any type of lease or contract hire agreement* where ownership of the **vehicle** is not passed on
- iii) the agreement of any interested **finance company** is obtained
- iv) the first registered owner of the **vehicle** is you or your spouse
- v) the **vehicle's** mileage does not exceed 15,000.

Cherished and personal number plates

In the event of a **total loss claim**, we will return the **vehicle’s** cherished, private or 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 DVA.

Imported parts and accessories

If, following loss or damage, any replacement parts or **accessories** cannot be obtained in the **United Kingdom**, the most we will pay is the cost of comparable items which can be obtained from a **United Kingdom** source.

Excesses

If an **excess** is shown in the **schedule** or elsewhere in this policy, **you** have agreed to pay that amount for each incident of loss or damage.

Extra excesses for young or inexperienced drivers

If the **vehicle** is damaged whilst a young or inexperienced person (including the **policyholder**) is driving or in charge of it, **you** will have to pay the following additional **excess** in addition to any other **excess(es)** specified in the **schedule**. The **excess** does not apply to Third Party injury claims.

Age of Driver	Excess Amount	
	Inexperienced drivers Full United Kingdom licence held for less than 1 year	Experienced drivers Full United Kingdom licence held for over 1 year
Under 19	£1,000	£ 850
19 – 21	£ 850	£ 800
21 – 23	£ 750	£ 700
23 - 25	£ 650	£ 600
Over25	£ 400	Nil

Extensions

Your schedule will show which of the following extensions is in force.

1 Windscreen, sun-roof and window damage

For windscreen repairs and replacement telephone 0800 36 36 36 at any time

We will, provided that **you** use our authorised supplier, pay up to the limit stated in the **schedule** in any one **period of insurance** for the cost of repairing

- a) loss of or damage to the glass in the **vehicle's** windscreen, sun-roof or windows
- b) any scratching of the bodywork caused solely by the breakage of the glass or the repair itself.

The **excess** stated in the **schedule** for this extension will not be applied if the damaged glass is repaired rather than replaced, there is no **claim** for scratched bodywork or any other **excesses** are being applied because of more extensive damage to the **vehicle**.

A **claim** under this extension will not affect the applicable no claims bonus.

2 Accessories and in-vehicle equipment

We will, at our option, repair, replace or pay up to £1,000 for any accessories and/or in-vehicle equipment stolen or damaged

provided that

- i) the most we will pay for any item is the reasonable cost of replacing it with a comparable one of similar type and condition
- ii) where there is no claim for loss of or damage to the vehicle itself, you pay the applicable excess
- iii) the items are not more specifically insured.

3 Sign writing

If your taxi, PHV or PSV sustains damage to its sign writing or is stolen and not recovered, we will pay up to £1,000 or 10% of the value of your vehicle shown in the schedule whichever is the greater for restoration, repainting or new sign writing

provided that

- i) where there is no claim for loss of or damage to the vehicle itself, you pay the applicable excess
- ii) you alone are responsible for the sign writing costs.

4 Your vehicle in the care of others

If requested, we will 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 vehicle is in the care of

- a) the motor trade for service, repair, testing or examination
- b) a hotel, restaurant, car park or other similar establishment while being parked
- c) a transport operator for loading onto or unloading from aircraft, ships, trains or other conveyances

provided that our rights of recovery are not prejudiced.

5 Medical and overnight expenses

If you or any passenger in your vehicle is injured as a direct result of an accident, we will pay

- a) up to £250 per injured person and £1,000 in all for medical expenses, other than physiotherapy treatment, arising from the accident
- b) up to £250 per injured person and £1,000 in all for treatment from a chartered physiotherapist provided that we have agreed the course of treatment in advance
- c) up to £250 towards necessary overnight hotel expenses incurred by the driver and passengers in your vehicle if it cannot be driven after an insured accident or loss.

6 Lock replacement

We will pay up to £500 in any one period of insurance, for the replacement of locks if the key, fob and/or lock transmitter of the vehicle is lost or stolen or the locks are damaged by theft, attempted theft, vandalism or malicious damage

but not

- i) any loss, damage or theft not reported to the police
- ii) unless you can establish to our satisfaction that
 - a) your identity, the identity and/or the garaging address of the vehicle is known to any person, other than you or a member of your family, who may be in possession of the key, fob and/or transmitter
 - b) there is a definite risk of theft or appropriation of the vehicle
- iii) the cost of replacing the vehicle's alarms or other security devices.

7 Fare money and driver's personal effects

We will pay up to

- a) £500 for loss of or damage to **fare money** whilst **you** are in **your taxi, PHV or PSV** or whilst in **your personal possession** during a shift

excluding any claim for

- i) **fare money** left in the **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** in **your taxi, PHV or PSV**

excluding any claim for

- i) *mobile telephones and communication equipment, computers, cameras, jewellery, watches, money and other documents*
- ii) *loss or damage whilst the **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 **vehicle** is an estate car or hatchback, under the top cover and out of view*

provided that

- 1 **you** pay the first £50 of any **claim**
- 2 all losses are reported to the police within 24 hours of discovery
- 3 any theft or attempted theft involves the use or threat of force or violence
- 4 **you** take all reasonable precautions to safeguard the **fare money** and **your personal effects**
- 5 there is no other insurance in force to cover the loss or damage.

Optional extensions

Your schedule will show which of these optional extensions is in force.

1 Driving other vehicles

Where **your vehicle** has comprehensive cover (i.e. Covers A, B, C and D are all operative), **we** will cover **your** legal liability for loss or damage to any other **car, taxi, public service vehicle or private hire vehicle other than a motorcycle** whilst a driver named against this extension in the **schedule** is personally driving or using it in the **United Kingdom** with the permission of the owner

provided that

- i) this is allowed by the current **certificate of motor insurance** and subject always to the limits, terms, conditions and exclusions of this section and the **policy** as a whole
- ii) the vehicle is registered, taxed, insured and registered on the Motor Insurers Database in the owner's name
- iii) **your vehicle**
 - 1 is still owned by **you**
 - 2 has not been sold or disposed of
 - 3 is not the subject of a **total loss claim**

but we will not pay

- i) *more than 150% of the **market value** of **your current vehicle** less the applicable **excess(es)***
- ii) *for any period exceeding 7 days unless specifically agreed by **us** in writing*
- iii) *if the **vehicle** is*
 - a) *is owned by **you** or hired to **you** under a contract of hire, hire purchase or lease agreement*
 - b) *available to **you** on a regular basis*
 - c) *insured elsewhere other than any **excess(es)** under such insurance for which **you** are held responsible.*

2 Finance gap cover

Where **we** have made a payment for the **total loss** of a **vehicle** **we** will, on **your** behalf, pay the **finance company** the **outstanding balance** due on that **vehicle** up to the limit of indemnity shown in the **schedule**

provided that

- a) the **outstanding balance** is confirmed by the **finance company**
- b) the agreement has not been altered since the original purchase of the **vehicle**
- c) the **total loss** occurred during the **period of cover**
- d) this cover
 - i) is not transferable from one **vehicle** to another
 - ii) will cease immediately **you** sell or transfer ownership of the **vehicle** to another person, business, motor trader or dealer
- e) if either this extension, section or the whole **policy** is cancelled, **you** will not be entitled to a premium refund.

All cover under this optional extension will cease on payment of the **outstanding balance**. If **you** require cover for a replacement **vehicle**, **you** will have to advise **us** and pay the relevant additional premium.

3 Total loss additional premium waiver

We will, where we have paid a **total loss claim** for a **taxi**, **PHV** or **PSV** listed against this extension in the **schedule**, offset the remaining annual premium calculated on a pro-rata basis against the premium required for its replacement. *However*, we will not apply the waiver if the replacement **taxi**, **PHV** or **PSV** is itself the subject of a **total loss claim** in the same **period of insurance**.

Section Exclusions

This section excludes

- 1 *Loss of value following repair, wear and tear, mechanical or electrical breakdown, failures and breakages.*
- 2 *Any **consequential losses** and/or hire charges arising from **your inability to use the vehicle**.*
- 3 *Damage to tyres unless caused by an accident.*
- 4 *Damage due to liquid freezing unless **you** have taken reasonable precautions which comply with the manufacturer's instructions.*
- 5 *Any extra costs incurred due to any parts or replacements not being available from stock held in the **United Kingdom**.*
- 6 *Repairs or replacements which improve the condition of the **vehicle** or its **accessories** or **in-vehicle equipment** unless **you** make a contribution towards the repair or replacement.*
- 7 *Loss or damage resulting from theft or attempted theft where*
 - i) **you** have not taken reasonable precautions to protect the **vehicle**
 - ii) the keys, fobs and/or transmitters have been left in or on the **vehicle**
 - iii) committed by a person with access to the **vehicle** keys
 - iv) the windows, doors or other openings have not been closed and locked
 - v) the special security device we require or for which we have allowed a premium discount has not been set or is not in full operation
 - vi) **you** have not removed from view any **accessories** and **in-vehicle equipment** designed to be wholly or partly removable or portable
 - vii) fraud or deception has taken place.
- 8 *Loss or damage arising out of an accident which results in the driver of the **vehicle** being convicted of an*
 - i) offence under Sections 4, 5, 6 and 7 of the Road Traffic Act 1988 or any subsequent or amending legislation
 - ii) equivalent offence under the law of any other country in which this **policy** is operative.
- 9 *Loss or damage arising during or as a consequence of*
 - i) earthquake
 - ii) riot or civil commotion occurring outside the **United Kingdom** unless **you** can prove to our satisfaction that these were not the cause of the loss or damage
 - iii) the operation of a tipping device
 - iv) repossession of the **vehicle** by its rightful owner.

Section 3 - Legal expenses

Section Definitions

These specific definitions are in addition to general definitions on pages 3 – 5

Any one claim and in all	The maximum amount that we will pay for a single claim or number of claims occurring during a single period of insurance .
Appointed advisor	The solicitor, barrister, advocate, accountant, specialist firm or any other advisor appointed by us to act on your behalf.
ATE	After the event.
Compensator	Motor Insurers' Bureau (MIB), the Criminal Injuries Board or, where applicable, similar bodies in the territorial limits and any other country in which this policy is operative.
Conditional fee agreement	If a claim will be decided in a court in England and Wales, the separate enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Access to Justice Act 1999) between you and the appointed advisor relating to the payment of professional fees, the format and contents of which have been agreed by us before being entered into by you .
Predictable Costs Scheme	The scheme, which applies to road traffic accidents occurring in England and Wales where <ol style="list-style-type: none">personal injury damages exceed £1,000the total value of the agreed damages does not exceed £10,000the agreed damages are negotiated prior to the issue of proceedingsthe claim falls outside the jurisdiction of the small claims court.
Reasonable prospects of success	<p>In civil and criminal claims, where you have a greater than 50% chance of successfully pursuing or defending the claim. If you seek damages or compensation there must also be a greater than 50% chance of enforcing any Judgment that might be obtained.</p> <p>In criminal prosecution claims where you plead guilty, there is a greater than 50% chance of successfully mitigating your sentence or fine.</p> <p>In all claims involving an appeal, where you have a greater than 50% chance of being successful.</p>
Small claims court	A court in <ol style="list-style-type: none">England, Wales and Northern Ireland that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999 or equivalent in Northern Ireland.Scotland that hears a claim where the damages sought are less than £3,000 and do not involve personal injury.
Territorial limits	<ol style="list-style-type: none">For insured events 1 and 2 The United Kingdom and any other country in which cover is operative at the time of the Insured Event.For insured events 3, 4 and 5 The United Kingdom.

Important notice

Whilst this section covers **your** own legal costs to pursue claims against negligent third parties, **your** opponent's costs and expenses are not covered. In the event of **our appointed advisor** recommending action against any negligent party to **you** and **we** approving such action, the **appointed advisor** will, where possible and on **your** behalf, arrange ATE insurance to protect **you** against costs claimed by **your** opponents in the event of your being unsuccessful in **your claim** against them. If the **claim** is successful, the cost of the ATE insurance for actions brought in England and Wales will be recoverable but the cost may not be recoverable elsewhere in the United Kingdom. The **appointed advisor** will discuss **your** options with **you**.

Warning If during, or at the end of a trial, it is proven that **you** have been dishonest, exaggerated or fraudulently presented any part of **your claim**, this **policy** will not operate and **you** will be liable for **our** costs and those of **your** opponent.

The Cover

Following an Insured Event occurring in the **territorial limits**, **we** will pay **your** legal costs and expenses, including the cost of appeals, up to the limits stated for any one **claim** and in all to pursue a **claim** or legal action for negligence against an identifiable third party or a **compensator**

provided always that

- i) the **claim** always has **reasonable prospects of success**
- ii) any proceedings or hearings are dealt with by a court or another body agreed by **us** and in the **territorial limits**
- iii) **you** always agree to use the **appointed advisor** nominated by **us**
 - a) in any **claim** falling under the jurisdiction of a **small claims court** and/or
 - b) prior to the issue of proceedings
- iv) **you** enter into a **conditional fee agreement** with the **appointed advisor** if a **claim** under Insured Events 1, 2 and 4 falls outside the jurisdiction of the **small claims court** and is to be decided in a court in England and Wales

but excluding any claim where

- 1 *with good reason, the **appointed advisor** refuses to continue acting on **your** behalf*
- 2 ***you** refuse to accept a reasonable offer following **our** advice to do so*
- 3 ***you** withdraw or attempt to negotiate or settle the **claim** without **our** written agreement*
- 4 *legal costs and expenses are incurred without **our** written agreement*
- 5 *finer, penalties or compensation are payable by **you**.*

Insured Events

1 Uninsured Loss Recovery

We will pay up to £100,000 plus VAT where an event causes damage to the **vehicle** and/or personal property in or on the **vehicle** or attached caravan or trailer

but excluding

- 1 *any **claim** arising from or relating to*
 - a) *a contract*
 - b) *defending any action*
- 2 *any **claim** under £250 for loss of or damage to **your vehicle** unless **we** are making a recovery in which case the amount will be added to the **claim**.*

Special conditions

- i) **You** must not take any action to recover **your** uninsured losses until **you** hear from **us**.
- ii) If **we** believe the accident was not **your** fault, **our appointed advisor** will contact **you** to act on **your** behalf in relation to the recovery of **your** uninsured losses and to make provision for a replacement **vehicle**.

2 Personal Injury

We will pay up to £100,000 plus VAT where an event causes **you** personal injury whilst in, on or getting into or out of the **vehicle**

but excluding any claim arising from or relating to

- i) a contract
- ii) defending any action.

3 Motoring Prosecutions

We will pay up to £10,000 plus VAT where a motoring prosecution is brought against **you**

excluding any prosecution brought for

- 1 driving without insurance, valid licence or taxi licence
- 2 parking offences
- 3 an offence under Sections 4, 5, 6 and 7 of the Road Traffic Act 1998 or any subsequent or amended legislation.

4 Contract

We will pay up to £25,000 plus VAT where a dispute arises out of an agreement or alleged agreement entered into by **you** in respect of a motor vehicle

excluding any agreement for

- 1 a loan, credit, hire purchase, self-drive hire, policy of insurance or any other financial product or
- 2 **your** profession, employment or a venture for gain other than **your** business.

5 Licence

We will pay up to £10,000 plus VAT for an appeal or representation to the local licensing authority or Public Carriage Office by **you** following an act or omission or alleged act or omission which leads to the suspension of, revoking, altering the terms of or refusal to renew **your** licence *excluding the original application or renewal applications.*

Section Conditions

Failure to follow any of the following Section Conditions may lead us to cancel this section, refuse a **claim** or withdraw from an ongoing **claim**. Should this occur, **we** also reserve the right to recover any incurred legal costs and expenses from **you**.

1 The Insured's Responsibilities

You must

- i) cooperate fully with the **appointed advisor** and **us**, give the **appointed advisor** any instructions **we** require and keep the **appointed advisor** updated with progress of the **claim**
- ii) not negotiate or settle the **claim** or agree to pay any legal costs and expenses incurred without **our** agreement.

2 The Appointed Advisor

- i) If **we** agree to start legal proceedings and the court requires any representative to be legally qualified or there is a conflict of interest, **you** may choose a suitably qualified **appointed advisor**. **Your** right to choose will not apply to **small claims court claims** unless there is a conflict of interest.
- ii) As set out in 2i) above, **you** may choose an **appointed advisor**. In all other cases no such right exists and **we** will choose the **appointed advisor**.

- iii) Where **you** wish to exercise the right to choose, **you** should write to **us** with **your** nominated advisor's name and address. **Your** chosen **appointed advisor** must agree to act under **our** standard terms of **business** and cooperate with **us** at all times.
- iv) **We** may, in exceptional circumstances, refuse to accept **your** nomination of an **appointed advisor**. If this leads to a disagreement, **we** will appoint another suitably qualified person to decide the matter.
- v) Cover will end immediately if
 - a) with good reason, the **appointed advisor** refuses to continue acting for **you**
 - b) **you** dismiss the **appointed advisor** without good reason
 - c) **you** withdraw from the **claim** without **our** written agreement unless **we** agree to appoint another **appointed advisor**.
- vi) The **appointed advisor** must enter into a **conditional fee agreement** with **you** if a **claim** under Insured Events 1, 2 and 4 will be decided by a court in England and Wales and falls outside the jurisdiction of the **small claims court**.
- vii) In the event that **we** need to issue proceedings in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, **we** reserve the right to change **our** nominated **appointed advisor** to a locally **appointed advisor**.
- viii) During the course of the relationship with **our appointed advisor**, **we** may, for particular types of **claim**, receive a fee from them. This fee (if it does apply), is a separate arrangement between **us** and the **appointed advisor** and will never compromise **you** or **your claim**.

3 Counsel's Opinion

We may require **you** to obtain and pay for an opinion from counsel regarding the merits or value of the **claim**. If the opinion supports **your claim**, **we** will pay for the opinion.

4 Claims Procedure

- i) Under no circumstances should **you** instruct **your own appointed advisor** as **we** will not pay the costs incurred and it could invalidate **your** cover.
- ii) As soon as you can, report **your claim** to Westminster Claims on 0845 373 1300 weekdays between 9.00am and 5.00pm or in writing to Westminster Claims Department, Victory House, 7 Selsdon Way, London E14 9GL. Out of hours **claims** can be reported via **our** website at www.tradex.com or by email to wstclaims@tradex.com. Remember to give your name and policy number.
- iii) **We** will require details of any accident including the names and addresses of all parties involved as well as any witnesses.

Section 4 - Road rescue

This section of the policy is underwritten by the insurer, Inter Partner Assistance SA and administered by Auto Legal Protection Services Limited (ALPS).

Section Definitions

ALPS	Auto Legal Protection Services Limited, P.O. Box 115, Congleton, Cheshire CW12 3FL. Authorised and regulated by the FSA , Register No 300906.
AXA Assistance	AXA Assistance (UK) Ltd, The Quadrangle, 106 - 118 Station Road, Redhill, Surrey RH1 1PR is authorised and regulated by the FSA . Register No 439069.
Breakdown/break(s) down	Mechanical and electrical breakdown, accidental damage, vandalism, fire, theft or attempted theft, flat battery or accidental damage to tyres occurring during the period of insurance .
Commercial vehicle	Any commercial vehicle and horse box not exceeding (including any load carried) 3,500kg gross vehicle weight, 7m long, 3m high and 2.25m wide which does not require a special driving or operator's licence.
Repatriation/repatriate	The moving of a vehicle which is not roadworthy by road transporter from any country in which this policy is operative to your home or designated garage in the United Kingdom .
Service providers	The garages, breakdown/recovery contractors, repairers, car hire companies and other third party service providers whose services are arranged and/or paid for by AXA Assistance on your behalf.
The insurer/Inter Partner Assistance	Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group. Inter Partner Assistance SA is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium (their regulatory arm) and regulated by the FSA . Register no. 202664. Their registered address is The Quadrangle, 106 - 118 Station Road, Redhill, Surrey RH1 1PR.
The party/your party	You and the passengers in the vehicle .
We/us/our	AXA Assistance and/or Inter Partner Assistance

Section Conditions

1 Your responsibilities

You must

- i) as soon as **you** can, report any **claim** to **us** (for full details, see pages 35 to 39) and also to **Tradex**, where there is damage to the **vehicle** covered under Section 2 – Your Vehicle (for full details, see Making a claim pages 2 and 12)
- ii) not authorise repairs, **repatriation** or make arrangements for services without **our** prior authorisation
- iii) not behave in a threatening or abusive way to **us** or any **service provider** as, if **you** do, all benefits and services under this section will be refused
- iv) if requested, return the completed claim form and original receipts to **us**, if possible, within 28 days of the **breakdown** or incident
- v) send **us** all relevant original receipts (not photocopies) to substantiate **your claim** as **we** may refuse to pay **your claim** if **you** are unable to produce these
- vi) within 7 days of any request from **us**, send **us** copies of any European accident statements (called a “Constat d’amiable” in France) and/or any police reports should **you** make a **claim** following a road traffic accident.

2 Reporting damage covered by Section 2 – Your Vehicle

If **your vehicle** is damaged in a road traffic accident or by fire, break-in, theft or attempted theft or any other damage covered by Section 2 – Your Vehicle, you must report the damage to Westminster Claims on 0845 373 1300 as soon as you can (see pages 2 and 12).

3 Service providers

You are responsible for the cost and guaranteeing the quality of repairs when the **vehicle** is repaired in any garage the **vehicle** is taken to.

4 Repayment of costs

If required by **us**, you must repay

- i) any costs **we** have paid which are not covered
- ii) the cost of any spare parts supplied.

5 Unforeseeable losses or events

We cannot guarantee the provision of any benefits and services in circumstances beyond **our** reasonable control or the reasonable control of any **service provider** which prevents **us** or them from providing that benefit or service.

This does not affect **your** right to take legal action to claim compensation in relation to any service **we** provide.

Section Exclusions

This section does not cover

- 1 *any **vehicle** being driven and/or used other than*
 - a) *by the persons and in the way specified in the **schedule** and **certificate of motor insurance***
 - b) *in full accordance with the terms, conditions and exclusions of Sections 1 – Liability to Others and/or 2 – Your Vehicle **except as specifically varied in this section***
 - c) *in the **territorial limits** and any other country in which this **policy** is operative at the time of the **breakdown***
- 2 *any **breakdown***
 - i) *occurring during the first 24 hours of the first **period of insurance** other than Insured Event 1 where cover applies from inception*
 - ii) *whilst the **vehicle** is being driven and/or used as a **taxi, PHV or PSV** outside the **United Kingdom** other than in the Republic of Ireland and then only if **your business** is based in and operates from Northern Ireland*
 - iii) *used as a way to avoid paying repair or maintenance costs*
 - iv) *caused by or resulting from*
 - a) *the **vehicle** running out of oil or water*
 - b) *frost damage*
 - c) *rust or corrosion*
 - d) *tyres which are not roadworthy*
 - e) ***your** failure to have the **vehicle** serviced in line with manufacturer's guidelines*
 - f) *the towing or transport of any **vehicle, trailer** or caravan which, in **our** reasonable opinion, is loaded beyond its legal limit*
 - v) *resulting from participation in a motor sport event taking place*
 - a) *off the road and/or not subject to the normal rules of the road including off road rallies*
 - b) *on a permanent or temporarily constructed race track (e.g. Snetterton, Oulton Park and the Nurburgring Nordschleife) or rally circuit*
however vehicles participating in treasure hunts, touring assemblies or navigational road rallies which take place on the road and comply with the normal rules of the road are covered

The Cover

We will, following breakdown and subject to the number of call outs per vehicle permitted in any one period of insurance, pay up to the limits specified under each Insured Event shown as operative in the schedule.

Period of insurance	Number of permitted call outs
12 months	6
6 months	3
3 months	2

We will also provide cover for

1 Towing

the recovery of any caravan, horsebox or trailer attached to the vehicle at the time of the breakdown to be recovered to the same destination as the vehicle

2 Message relay

the relay up to two telephone messages to family members, friends and/or business associates to advise of unforeseen travel delays following your reporting a breakdown

3 Keys locked inside your vehicle

a service provider to attempt retrieval of your keys inadvertently locked in your vehicle

but not

the cost of repairing any resultant damage

4 Spare parts dispatch

up to £500 for

- i) freight, handling and ancillary charges
- ii) the fare for one person to collect the parts from an appropriate railway station or airport where mechanical or electrical parts are unavailable locally without which the vehicle cannot be returned to a roadworthy condition

but not

for the cost of parts themselves which must be paid for by you.

5 Motorcycles

the hire of a car or alternative transport, whichever is the most suitable, if your motorcycle breaks down

but we will not

arrange or pay for the hire of a motorcycle or of a vehicle or trailer which would enable you to tow your motorcycle.

6 Caravans and trailers

a caravan, trailer, horsebox or other object being towed is covered

provided that

- i) its overall dimensions are no more than 8m long including tow bar, 3m high and 2.3m wide
- ii) a spare wheel is being carried
- iii) the towing weight limits have not been exceeded
- iv) you obey any applicable laws in the United Kingdom and/or territorial limits.

however we are unable to arrange a replacement if the repairs cannot be completed by the end of your trip.

If Part B - European Road Rescue is operative, it may become necessary to arrange for a towing vehicle to repatriate the caravan, trailer or other object if it cannot be repaired abroad by your return date.

Part A – United Kingdom

If you break down in the United Kingdom

If you break down in the United Kingdom telephone
Tradex and Westminster Road Rescue on 0800 132 450

(See page 28 for how to deal with a breakdown in Europe)

- 1 Advise the operator that you are a Westminster Tradex policyholder.
- 2 Quote your vehicle registration number and provide a description, if required.
- 3 Give the vehicle's location and the nature of the fault.

We will advise you how to proceed and what form of assistance would be the most appropriate.

It is essential that you call the helpline before making any arrangements as any costs incurred without prior authorisation will not be reimbursed.

If we arrange a hire car, the provision of spare parts or services which are not covered or which exceed the limits set out in the Insured Events, the operator will ask you to provide your credit or debit card details. Without these details, we will not be able to provide certain of the services you may require.

Important: If there is damage to your vehicle for which you have cover under Section 2 – Your Vehicle, you must report it to Westminster Claims on 0845 373 1300 as well (see pages 2 and 12).

Insured Events

Insured Event 1- Roadside Assistance applies to all policies and your schedule will show which other Insured Events are in force.

1 Roadside Assistance

We will send a service provider to try to repair your vehicle if you are stranded on a highway or other road or area to which the public has the right of access, following a breakdown in the United Kingdom or if your taxi, PHV or PSV is being driven and/or used in the Republic of Ireland solely in connection with your United Kingdom based business

but not if

- i) the breakdown occurs within a ¼ mile of your home or the address at which you normally keep the vehicle
- ii) a vehicle is in the Republic of Ireland for any other purpose.

If the vehicle cannot be repaired at the roadside or the service provider considers that repairs are unwise or cannot be completed within an hour, the vehicle and your party will be taken to a destination of your choice within a radius of 10 miles of the breakdown or, if you have no preferred destination, to a nearby garage. If you wish the vehicle to be taken to any destination outside the 10 mile radius, you will have to pay the additional towing costs incurred.

In addition, if the vehicle has to be left at the garage to which it has been towed, we will reimburse the cost of taxi fares for up to 20 miles from the garage provided that you submit the original receipt when you make the claim.

2 National Recovery

In addition to the cover provided by Insured Event 1, Roadside Assistance, we will provide the benefits stated below

provided that

- i) the benefits are arranged at the time of the **breakdown**
- ii) **you** pay for any extra or additional transport or hotel costs incurred

but not if the breakdown occurs

- i) *within a ¼ mile of **your home** or the address at which you normally keep the vehicle*
- ii) *whilst **your vehicle** is being driven and/or used in the Republic of Ireland for any purpose other than solely in connection with **your business**.*

A Vehicle Recovery

Your party and the vehicle will be taken either to your home or to a different single address if

- 1 **your vehicle** cannot be repaired locally in a day
- 2 **you** cannot complete your trip because **you** are ill and no other member of the party can drive the vehicle

provided that if

- a) due to the number of people in **your party**, more than one vehicle is required, passengers under the age of 16 must be accompanied by an adult
- b) **you** are ill, **you** provide us with a doctor's medical certificate confirming **your** inability to drive.

B Onward Transportation

Once we have decided that **your vehicle** cannot be repaired locally, **you** are entitled to reimbursement of up to £150 a person and a maximum of £1,000 whichever is less, for either *Alternative transport* – standard class rail or other transport of our choice for **your party** to reach the end of their journey
or
Hotel accommodation – one night's bed and breakfast for **your party** in a hotel of our choice

C Special medical assistance

We will arrange and pay for one night's bed and breakfast for **your party** in a hotel of our choice if **you** or one of **your party** is taken into hospital more than 20 miles from home.

3 Homestart

Benefits under Insured Event 2, Roadside are extended to include

- 1 **breakdown** within a ¼ mile of **your home** or the address at which you normally keep the vehicle
- 2 standard class rail or other transport of our choice for up to £150 a person and a maximum of £500 whichever is less for **your party** to reach the end of their journey if we decide that **your vehicle** cannot be repaired locally.

Part B – European Road Rescue

Your schedule will show whether this Part is in force.

If you break down abroad

If you break down or if the only qualified driver is medically unfit to drive, please follow these simple steps

- You *must* use the roadside emergency telephones if you break down on a continental motorway or service area.
- In all other instances or as soon as you are able, you must telephone
Tradex and Westminster Road Rescue on +44 (0)1737 815 150
 - 1 Advise the operator that you are a Westminster Tradex policyholder.
 - 2 Quote your vehicle registration number and provide a description, if required.
 - 3 Give the vehicle's location and the nature of the fault.
- You *must* call the helpline before making any arrangements as any costs incurred without our prior authorisation will not be reimbursed. We will advise you how to proceed and what form of assistance would be the most appropriate. In some instances, we will also, at our sole discretion, decide which course of action to adopt *but* we will take your preferences into account.
- If we arrange a hire car, the provision of spare parts or any other services which are not covered or which exceed the limits set out in the Insured Events, you will be asked to provide your credit or debit card details to us. Without these details, we will not be able to provide certain of the services you may require.

Insured Events

We will pay up to £2,500 for any one breakdown subject to the limits for the benefits and services outlined below.

A Pre departure services in the United Kingdom

If, your vehicle breaks down en route to your point of departure from or return to the United Kingdom, we will provide cover for any Insured Event shown as operative in your schedule under Part A - United Kingdom.

In addition, if we confirm that your vehicle cannot be repaired within 24 hours, we will pay a contribution of up to £500, towards the cost of a self-drive hire car including collision damage waiver and, if required, a replacement green card so that you can complete the planned journey.

B Services whilst travelling abroad

We will pay for

- 1 attendance of a service provider to try to repair the vehicle at the roadside or tow it from the place of breakdown to the nearest local repairer
- 2 either
 - a) a contribution of an equivalent value of £100 towards labour charges if the garage can repair the vehicle on the same day or
 - b) inspection fees to confirm that the vehicle cannot be repaired by your return travel date
- 3 storage charges for the vehicle whilst awaiting repair or repatriation
- 4 the cost of wheel changes *but not replacement tyres*

excluding

- i) any labour costs other than those incurred at
 - the roadside
 - a garage as allowed for under 2i) above

- ii) *any labour and repair costs if the **vehicle** was in a road traffic accident, damaged by fire, stolen or is a **total loss***
- iii) *the cost of any repairs not directly necessary to enable the **vehicle** to continue the journey on the same day.*

In addition and provided that

- a) **we** confirm that the **vehicle** cannot be repaired within 12 hours of the **breakdown** being notified
- b) **we** confirm that **repatriation** and/or collection is necessary
- c) the **vehicle** has been stolen and not recovered within 24 hours of **your** reporting the matter to the police

we will pay

1 **Additional accommodation expenses, journey continuation or return home**

£1,000 per **breakdown** for any

- 1) necessary additional room only accommodation expenses **you** incur whilst **you** wait for **your vehicle** to be repaired or **repatriated** or
- 2) travel expenses **you** incur to enable **you** and **your party** to either continue the planned journey or to return **home** by a direct route including, but not restricted to, self-drive car hire including collision damage waiver and, if required, replacement Green Card, second or standard class rail travel or a combination of both.

2 **Repatriation or vehicle collection**

- 1) the cost of **repatriation** or
- 2) up to £750 for one person to collect **your vehicle** if it was left abroad to be repaired, made up of
 - standard or second class rail fares and other public transport fares necessary to reach the place of collection
 - any additional homeward cross channel ferry or rail fares incurred to enable **you** or the person nominated by **you** to bring the **vehicle** back to the **United Kingdom** provided that the cost of any additional fares is calculated by deducting the value of the unused homeward portion of **your** original ticket from the cost of the new ticket
 - up to £30 per night for single room only hotel accommodation to enable the journey to be completed

excluding

- i) *any other costs and expenses incurred*
- ii) *self-drive hire car costs incurred*
 - *beyond any period agreed by us*
 - *if the vehicle is left at a different location from that agreed*
 - *for the vehicle to be collected*
 - *if a vehicle hired abroad is dropped off in the United Kingdom*
 - *for insurance cover*
- iii) *the cost of repatriation of your vehicle if that cost exceeds its total loss value*
- iv) *any costs incurred after we or Tradex have declared the vehicle a total loss*
- v) *any claim where Customs in any country find that the contents of your vehicle, caravan or trailer are illegal.*

3 **Replacement driver**

the cost of providing a replacement driver to take **your vehicle** and **your party** to **your** destination or **home** if **you** are the only qualified driver in **the party** and declared to be medically unfit to drive by a registered doctor

excluding

more than one **claim** per journey abroad.

Important notes

Breakdowns on continental motorways (including service areas)

When **you** use the roadside emergency telephones, **you** will be connected to the police or an authorised motorway service who will send a **breakdown** recovery **vehicle**. However, recovery will only be to the recovery company's own depot. If they cannot repair **your vehicle**, please telephone the Tradex and Westminster Road Rescue Helpline on +44 (0)1737 815 150 as soon as **you** can and, if possible, from the recovery company's depot.

Whilst **you** may have to pay labour and towing charges on the spot (an authorised tariff is normally applicable), the costs are covered and **you** should obtain a receipt to claim a refund when **you** return home.

Mobile phones

We will not reimburse the cost of any telephone calls (including mobile phone calls) **you** have to make. It may not be possible for **our** control centre to call a mobile phone but when it is, **you** may still have to pay the cost of any international call. **You** should also be aware that some service providers charge for calls to freephone numbers.

The regulations on the use of mobile phones varies from country to country. Please check with **your** mobile phone service provider that **your** phone meets the requirements and standards for the countries in which **you** are travelling.

Repatriation

Repatriation usually takes 10-14 working days for delivery to a **United Kingdom** address from most west European countries but, at busy times and from east European countries, it may take longer.

Any fitted roof box, bicycle, luggage or ski rack must be removed and placed inside the **vehicle** and any keys left with **your vehicle** keys.

Section 5 - Driver’s personal accident

This section of the policy is underwritten by the insurer, Equity Red Star and administered by Clegg Gifford.

Section Definitions

Accident	Any bodily injury which is caused by a sudden, unexpected specific event occurring at an identifiable time and place whilst an insured person is driving, using, getting into or out of your taxi, PHV or PSV in the United Kingdom or, if you are based in and operate from Northern Ireland, in the Republic of Ireland.
Assault	A sudden, unexpected, unusual, specific event caused by an unknown third party with deliberate intent to cause bodily injury at an identifiable time and place whilst an insured person is driving, using, getting into or out of your taxi, PHV or PSV in the United Kingdom or, if you are based in and operate from Northern Ireland, in the Republic of Ireland.
Bodily injury	A physical injury during the period of insurance , resulting solely and independently from an accident or assault which within 12 months from the date of the accident or assault results in the insured person’s death or disability.
Clegg Gifford/us	Clegg Gifford & Co. Ltd., 128/129 Minories, London EC3N 1PB which has effected and signed this policy on behalf of the insurer in accordance with the authorisation granted under contracts issued by them to us . Clegg Gifford & Co. Ltd. is authorised and regulated by the Financial Services Authority. Register no. 311900.
Insured person	Any driver whilst driving, using, getting into or out of your taxi, PHV or PSV in the United Kingdom or, if you are based in and operate from Northern Ireland, in the Republic of Ireland <i>provided that</i> such use is permitted in the schedule and certificate of motor insurance .
Loss of limb(s)	The loss of a hand or foot by physical severance or total loss of use of an entire hand or foot.
Loss of sight	The permanent and total loss of sight which the insurer considers as having happened a) in both eyes, if an insured person’s name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or b) in one eye if, after correction, the degree of sight an insured person has left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at three feet what they should be able to see at 60 feet).
Loss of use	The total and irrecoverable loss of use where the loss is continuous for 12 months and such loss of is deemed permanent and beyond possibility of improvement.
Permanent total disablement	Disablement which entirely prevents an insured person from working in any business or occupation of any and every kind and which, after a period of 12 months from the date of disablement in the opinion of a medical referee, shows no sign of ever improving.
Pre-existing condition	Any physical or mental condition or disability of a recurring or chronic nature from which the insured person suffers or was known to suffer, prior to the inception of this policy .
Equity Red Star /the insurer/them/their	<p>The group of Lloyd’s underwriters who have insured you under this contract. Each underwriter is only liable for their own share of the risk and not for any other underwriter’s share. You can ask them for the names of the underwriters and the share of the risk each one has taken on.</p> <p>Equity Red Star is managed by Equity Syndicate Management Ltd which is authorised and regulated by the FSA. The Financial Services Authority website includes a register of all regulated firms (www.fsa.gov.uk/register) or you can contact the Financial Services Authority on 0845 606 1234. Their FSA registration number is 204851.</p> <p>Equity Syndicate Management Ltd is Registered in England No. 426475. Registered Office: Library House, New Road, Brentwood, Essex, CM14 4GD.</p>
You/your	The policyholder , the insured person and, where applicable, their personal legal representatives.

The Cover

The insurer will pay the amounts detailed below if an insured person suffers death or bodily injury directly as a result of accident or assault during the period of insurance

1	Death	£100,000
2	Loss of sight	£100,000
3	Loss of limb(s)	£100,000
4	Permanent total disablement	£100,000

provided that

- a) an insured person
 - i) is no more than 75 years old at the time of the accident or assault
 - ii) agrees to be placed under the care of a qualified medical practitioner throughout any period of disability
 - iii) submits, at the insurer's expense and whenever required by them, to medical examinations
- b) the maximum amount payable to any one insured person is £100,000
- c) where more than one insured person suffers bodily injury as a result of the same accident or assault, the maximum the insurer will pay is £300,000. If this limit is reached, this amount will be allocated in proportion to each insured person
- d) where the consequences of an accident or assault are more serious because of any physical disability or condition of an insured person which existed before the accident or assault happened, the amount the insurer will pay will be the amount they consider would have been reasonable, had those consequences not been so serious.

Section exclusions

This section does not cover

- 1 *bodily injury arising out of the insured person driving, using or getting onto or off a motorcycle or moped*
- 2 *deliberate exposure to exceptional danger except in an attempt to save human life*
- 3 *the effects of alcohol, solvent abuse and drugs other than drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner*
- 4 *provoked assault or fighting except in bona fide self defence*
- 5 *the insured person committing or attempting to commit suicide or intentional self injury whether sane or insane*
- 6 *the sum insured for Insured Event 1 if the bodily injury does not lead to death within 12 months of an accident*
- 7 *the sum insured for Insured Events 2 or 3 if the loss results in death within 12 months of an accident*
- 8 *any sickness or disease not resulting from an accidental bodily injury*
- 9 *any naturally-occurring condition or process or any gradual cause*
- 10 *bodily injury arising as a direct result of an insured person's pre-existing condition(s).*

General conditions

The following conditions apply to this policy as a whole except where specifically varied in any part or section. In addition some sections have their own specific conditions which should be read carefully as they will affect the cover provided.

1 Claims notification and management

When an incident occurs which may result in a claim, you must

- i) *For Sections 1 – Liability to Others*
tell us within 48 hours of discovery
For Section 2 – Your Vehicle
even if you are not at fault, advise us of the details as promptly as possible initially by telephone and then in writing
For Sections 3 – Legal Solutions, 4 – Road Rescue and 5 – Personal Accident
advise us of the details as promptly as possible initially by telephone and then in writing
- ii) Within 24 hours of discovery, tell the police about all incidents of injury, loss, theft, attempted theft, vandalism, malicious acts or road rage and obtain a crime reference number
- iii) not admit to, negotiate any payment or refuse any claim without our written consent
- iv) notify us in writing immediately you or your personal legal representative becomes aware of any impending prosecution, inquest or fatal inquiry involving anyone covered by this policy
- v) immediately send us unanswered every writ, summons, legal process or other communication you receive about a claim
- vi) at your own expense, provide all details and evidence we may require.

2 Late reporting of claims under Section 1 – Liability to Others and Section 2 – Your Vehicle

In the event that you report an incident more than 30 days after an occurrence involving an insured vehicle we may, for claims we receive for compensation from a third party

- i) cancel your policy by invoking General Condition 10 – Cancellation (see page 34)
- ii) hold any refund of premium against payments we are obliged to make because of our Road Traffic Acts liabilities
- iii) recover any other amounts we become liable to pay due to late notification.

In addition, your claim for damage to the vehicle may be prejudiced and you may forfeit any accrued no claims bonus.

3 Conduct of claims

We are, for any claim under this policy, entitled to

- i) conduct, defend or settle any claim in your name and at our expense
- ii) exercise full discretion in the conduct of any proceedings or the settlement of any claim
- iii) for our benefit and at our expense, take proceedings in your name to recover any payments we have made
- iv) receive all the necessary information, proofs and assistance we, our duly appointed agents and/or legal representatives may require including a statutory declaration of the truth of the claim and any matter connected with it
- v) co-operation from you or your family.

4 Misleading or fraudulent claims, statements and information

We have the right to refuse to pay a claim, avoid this policy and retain any premium paid if any

- i) claim or statement made by you or anyone acting on your behalf is in any way fraudulent, deliberately false, intentionally inflated or exaggerated
- ii) documents given to us are false, forged or stolen
- iii) information given to us is inaccurate or falsified
- iv) material facts have been withheld.

We may, in addition

- a) cancel all other policies you have with us
- b) retain any premiums you have paid
- c) seek to recover from you any costs we have incurred.

5 Your duty of care

You must

- i) take all reasonable steps to
 - a) prevent loss, damage, accident and injury
 - b) maintain the **vehicle** in an efficient and roadworthy condition and allow us access to examine it at any reasonable time
 - c) protect the **vehicle** and keep all insured property safe and secure
 - d) observe and comply with all statutory and/or public authority legislation, regulation, requirements and obligations
- ii) not leave the keys in or on any **unattended vehicle**.

6 Condition of vehicles

If the condition of a **vehicle** causes or contributes to an accident, cover will be restricted to our liability under the Road Traffic Acts. We reserve the right to recover any costs from you, the driver or any other party who may have affected the condition of the **vehicle**.

7 Changes in risk

You must notify us in writing as soon as possible of

- i) any change in the information given to us which may affect this insurance and/or
 - ii) your inability to comply with any of the terms and conditions of this policy.
- Failure to do so may invalidate this policy or may result in cover not operating fully.

We reserve the right to alter the terms, charge an additional premium or cancel this policy should we become aware of any fact or non-compliance which may affect the cover provided.

8 How we process and use your information

We may share your details with certain fraud prevention agencies, databases and other authorised insurers. (For further detail, see Data protection – information uses page 39.)

9 Cooling off period

We hope you will be happy with your policy but if you are not and decide not to proceed, you have 14 days from the date you received your policy to cancel. Any refund given will be subject to a charge for the period that cover has been in force plus reasonable administration charges unless a **claim** has been made or an incident which may give rise to a claim has occurred in which case the full annual premium remains payable and no refund will be allowed. No refund will be given until you have returned the policy documents, certificate(s) of motor insurance or cover note(s) and any employers liability certificate(s) to us.

10 Cancellation

This policy or any section of the policy may be cancelled by you or us,

however

- i) no refund of premium will be allowed
 - a) until you have returned the current certificate of motor insurance to us
 - b) if a claim has been made or there has been an incident which may give rise to a claim
- ii) if you pay your premium in instalments, we may exercise our right to collect the balance of the outstanding premium.

Cancellation by you

You may cancel by giving us written instructions in which case we may, as set out below, refund a portion of the premium depending on the period for which the policy was effected

i) 12 month's cover

Months covered	1	2	3	4	5	6	6+
% annual premium used	25%	37.5%	50%	62.5%	75%	87.5%	100%
% refund payable	75%	62.5%	50%	37.5%	25%	12.5%	Nil

ii) 6 month's cover

Months covered	1	2	3	4	5
% annual premium used	40%	50%	60%	80%	100%
% refund payable	60%	50%	40%	20%	Nil

iii) 3 month's cover

No refund of premium

Cancellation by us

We may cancel

- i) by sending you 7 days notice by recorded delivery letter to your last known address
- ii) if you pay your premium in instalments and fail to make a payment when it is due.

In the event of cancellation by us, you may be entitled to a pro-rata refund of premium.

Important note

Under Section 147 of the Road Traffic Act 1988 (as amended) you are required to return all current cover notes and/or certificates of motor insurance. If you fail to return these documents or fail to furnish us with a statutory declaration that the documents have been lost or destroyed within seven days of receiving our cancellation letter, you will commit an offence under the Act. The appropriate authorities will be notified and proceedings may be commenced against you, the costs of which you may be liable to pay.

11 Instalment premiums and total losses

If, following a claim we have agreed to pay, a vehicle is a total loss and you have not paid all your instalments, the premium you owe will be deducted from any payment we make.

12 Monthly premiums

Where you pay monthly premiums you will be provided with one month's cover for each monthly premium paid during the period of insurance. You must pay each premium when it is due otherwise we will cancel this policy from that date. In the event of such cancellation, you must immediately surrender the current certificate(s) of motor insurance and any employers liability certificates to us.

13 Other insurances

If, at the time a claim is made under this policy, another insurance exists that would cover the same loss, damage or liability, we will only pay our share of the claim *except where stated otherwise in this policy*.

14 Administration charges

If you make any amendments to this policy during the period of insurance, we may levy an administration charge of no more than £25 plus IPT per amendment.

15 Rights of recovery

If the law of any country in which this **policy** operates obliges **us** to pay a **claim** which **we** would not otherwise have paid, **we** may recover this amount from **you** or the person who incurred the liability.

16 Disagreements and disputes

Amount of claim

Where **we** have accepted a **claim** but there is disagreement over the amount to be paid, the matter will be referred to an arbitrator appointed in accordance with the current statutory provisions. When this happens, an award must be made before proceedings can be started against **us**. (Not applicable to Section 3 - Legal Protection and Section 4 – Road Rescue.)

Other disputes

Any other dispute under or in any way relating to this **policy** will be submitted to the exclusive jurisdiction of the courts of England and Wales.

Complaints

See page 41 for the full complaints procedure.

17 Contracts (Rights of Third Parties) Act

No person, persons, company or other party not named as the **policyholder** in this **policy** has any right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent or amending legislation 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.

18 Applicable law

You and **we** are free to choose the law applicable to this contract but, in the absence of any written agreement to the contrary, any dispute concerning the interpretation of this contract will be governed and construed in accordance with English law and will be resolved within the non-exclusive jurisdiction of the courts of England and Wales.

19 Acts of Parliament

All Acts of Parliament 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**.

20 Jurisdiction

This **policy** is governed by the laws of the **United Kingdom** *except* where proceedings are brought or judgement is obtained against **you** in a court outside the **United Kingdom** provided that **we** have extended this **policy** to cover the use of the **vehicle** in that foreign country.

21 Motor Insurance Database disclosure

If **your vehicle** is registered with the DVLA or DVA, **you** must comply with the regulations of the Motor Insurers' Database (MID) which require every vehicle to be insured. **You** must immediately disclose to **us**, for any **vehicle** licensed for road use, any acquisition or disposal, the registration mark, make and model of any **vehicle** permanently owned by **you** as well as any **vehicle** which will be in **your** possession for more than fourteen days. Failure to comply with these regulations will prejudice any **claim** made and may result in cover being reduced or cancelled. **Your vehicle** may be seized and **you** may also be prosecuted by the appropriate body which could result in a fine, up to 6 points being added to **your** licence and **your** details being held on the MID as a defaulter. (Please read the Important note headed Motor Insurance Database on page 39)

General exclusions

The following exclusions apply to this policy as a whole except where varied specifically. In addition, some sections have their own specific exclusions which should be read carefully.

This policy does not cover

1 War risks and terrorism

Any loss, damage, cost, expense or legal liability directly or indirectly caused by, contributed to by or arising from any

- i) consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power or*
- ii) **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss or*
- iii) action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism.***

However, we will provide cover

- a) to meet the minimum requirements of any relevant law including current Road Traffic legislation
- b) for liability to **your employees** if Section 1, Optional extension 2 is shown in the **schedule** to be operative (see page 10) and Legal Solutions (see page 18)

If we allege that any loss, damage, cost, expense or legal liability is not covered by this policy, the burden of proving to the contrary will be yours. Additionally, if any part of this General Exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect.

2 Radioactive contamination

*Death, disablement, damage to any property or any resulting loss, expense, **consequential loss** or any legal liability directly or indirectly caused by, contributed to by or arising from*

- 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 Pollution

*Any **injury**, loss, damage, **consequential loss** and legal liability except as required to meet any minimum legal requirements, arising directly or indirectly from the pollution or contamination of any building, other structure, water, land or the atmosphere caused by the discharge or leaking of any substance, liquid, vapour, or gas including from volcanic eruption clouds unless as a result of a sudden, identifiable, unintended and unexpected event occurring in its entirety at a specific time and place during the **period of insurance** but not any discharge or leak caused by a failure to maintain or repair all or part of the insured property.*

4 Computer virus

Any corrupting, harmful or otherwise unauthorised instruction or code (whether introduced maliciously through programming or otherwise) that propagates itself via a computer system or any type of network including, but not limited to, Trojan horses, worms and time or logic bombs.

5 Electronic equipment failure

Unless specifically amended elsewhere in this **policy**, loss, damage, **consequential loss** or legal liability arising directly or indirectly from the failure of any

- i) computer, related equipment, system or software*
- ii) equipment, machinery or product containing, connected to or operated by means of a micro or data processor chip*

*to recognise, accept, interpret, respond to or process any data or instruction. Any subsequent loss, damage, **consequential loss** or legal liability that is covered by this **policy** is, however, insured.*

6 Vehicle exclusions

Any loss, damage, liability, injury or **consequential loss** except as required to meet the minimum requirements of the relevant law applicable to the driving of vehicles and/or specifically allowed for in this policy or more specifically insured elsewhere, arising from

- i) the **vehicle** being driven by any person who **we** are satisfied was, at the time, under the influence of or addiction to any substance including but not limited to intoxicating liquor, a drug or drugs other than those medically prescribed and/or substance or solvent abuse
- ii) any act of suicide, attempted suicide, actual or attempted wilful deliberate or criminal damage including **road rage** committed by **you** or any passenger in the **vehicle**
- iii) **your** operation of any taxi or PHV as a **public service vehicle** unless **you** hold a PSV O (Special Restricted PSV Operator's) licence
- iv) the use of the **vehicle** and any **trailer** (whether attached or not)
 - a) "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
 - b) within any power station, nuclear installation or establishment, refinery, bulk storage or production premises in the oil, gas or chemical industries
- v) the **vehicle** being used to carry a load heavier than it is constructed to carry and/or over its specified maximum capacity
- vi) the carriage of any dangerous substances or goods
 - a) listed in the Approved List of Dangerous Substances published by the Health and Safety Executive
 - b) which require carriage in accordance with The Road Traffic (Carriage of Dangerous Substances in Road Tankers and Tank Containers) Regulations 1992 and/or The Road Traffic (Carriage of Dangerous Substances in Packages etc.) Regulations 1992 or any other relevant subsequent or similar legislation
- vii) the spraying of crops or dissemination by any means of any chemical or other substances whether or not for agricultural purposes
- viii) the use of any **vehicle** or its attachments as a tool of trade
- ix) the loading and unloading of **your vehicle** and/or **trailer** other than on a road or area to which the public have access by anyone apart from the driver, assistant and/or attendant.

7 Other exclusions

- i) Any deliberate act including theft or attempted theft or any criminal or malicious act by **you**, **your** family, tenants, paying guests, employees, business partners or directors.
- ii) Any loss, damage or legal liability caused by
 - a) **your** failure to use all reasonable means to safeguard **your** property at all times
 - b) deception other than by any person using deception to gain entry to **your** home
 - c) normal wear and tear, upkeep or making good, deterioration, moth, vermin, termites or other insects, inherent vice, latent defect or any gradually operating cause
 - d) mechanical, electrical or computer breakdown, fault or failure
 - e) pressure waves resulting from aircraft and other aerial devices travelling at sonic or supersonic speeds.
- iii) Any loss, damage or legal liability which occurred before the inception of this policy.
- iv) **Consequential losses** incurred by **you** and/or **your** family except as specifically covered by this policy.
- v) Loss or damage 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.
- vi) Any liability **you** have accepted solely by virtue of an agreement which would not have attached had that agreement not existed.
- vii) Any person or property covered by any other insurance.

Important notice - Please read

We strongly recommend that you keep a record of all information given to us and your intermediary, including telephone calls, copies of all letters, emails and the proposal form you completed. A copy of the policy is available on request.

All our policy and associated documents are also available in large print, audio and Braille. If you require any of these alternative formats please contact us or your intermediary.

Material facts and changes

It is essential that you provide all material facts and also advise us of any changes which may affect this policy after its commencement. If you are in doubt as to what constitutes a material fact, you should disclose it as failure to do so may invalidate your policy or result in it not operating fully. It is an offence to deliberately make false statements or withhold information in order to obtain a Certificate of Motor Insurance. Here are some examples of changes we should be told about

- a change or addition of a vehicle
- any alterations or adaptations which make the vehicle different from the manufacturer's standard specification regardless of whether the changes are mechanical or cosmetic
- a change of address or licensing area
- a change of job, including any part-time work by you or other drivers, a change in the type of business or having no work at all
- a change in the purpose for which you use the vehicle
- a change in the person who uses the vehicle most
- details of any additional drivers you have not told us about before or who are excluded from driving by the schedule or the current certificate of motor insurance
- details of any motoring convictions of any person allowed to drive or of any pending prosecution for motoring offences other than parking
- details of any county court judgments, criminal convictions, charges or cautions, bankruptcy or insolvency against you or any person allowed to drive the vehicle
- details of any accident or loss, whether or not you make a claim, involving your vehicle or while you are driving anyone else's vehicle
- details if you or any other person allowed to drive the vehicle suffers from a disease or physical infirmity of which the DVLA are or should have been made aware such as

Data protection – information uses

For the purposes of the Data Protection Act 1998, Tradex Insurance Company Limited is the Data Controller for any personal data you supply. You may, with limited exceptions and on payment of an appropriate fee, access and, if necessary, have corrected the information held about you. Should you wish to have such access, please write to The Compliance Officer, Tradex Insurance Company Limited, Victory House, 7 Selsdon Way, London E14 9GL. We will, on request, supply details of the databases, registers and agencies which we contribute to or access.

Motor Insurance Database

It is a legal requirement that your insurance policy details and those of the vehicles you own are added to the Motor Insurance Database (MID), run by the Motor Insurers' Bureau (MIB). MID data may be used by the DVLA and DVA for Electronic Vehicle Licensing, by the police to establish whether a driver's use of the vehicle is covered by a motor insurance policy and to prevent and detect crime.

If you are involved in an accident whether in the United Kingdom or abroad, insurers may search the MID to ascertain relevant policy information. Persons with a valid claim following a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

For more information contact us or visit the Motor Insurance Database section of the MIB website on www.mib.org.uk.

It is vital that the MID holds your correct registration number. If it is incorrectly shown, you are at risk of having your vehicle clamped, seized or destroyed by the police, a fine imposed and up to 6 points being added to your licence. You can check that your vehicle is correctly registered by going to www.askMID.com. Please read General Condition 21, Motor Insurance Database disclosure on page 36 for information on how your policy will be affected.

Sensitive data

Tradex as well as other participating insurers and suppliers may need to collect data which the Data Protection Act defines as “sensitive” such as criminal convictions or medical history in order to assess your renewal, make changes to your policy or to administer claims. The fact that this policy is operative signifies your consent to the information being used in this way.

Marketing

Tradex, its associated companies and agents may use your information to keep you informed by post, telephone, e-mail or other means about products and services which may be of interest to you. Your information may also be disclosed and used for these purposes after your policy has lapsed. If you do not wish your information to be used for these purposes please write to the Marketing Director, Tradex Insurance Company Limited, Victory House, 7 Selsdon Way, London E14 9GL.

Administration and regulatory compliance

The information you supply may be

- used for insurance administration, debt collection, offering renewal, research and statistical analysis by Tradex, its associated companies and agents, by other participating insurers and suppliers and your insurance intermediary
- disclosed to regulatory bodies for monitoring and/or enforcing the insurers’ compliance with any regulatory rules and codes of conduct
- shared with other insurers either directly or via those acting for them such as loss adjusters, surveyors and investigators
- shared with and checked against various databases, credit reference agencies, fraud prevention agencies and public bodies including the police when you apply for, renew this insurance or make a claim.

Fraud detection and prevention

Tradex, other participating insurers and/or their agents may, in order to detect and prevent fraud

- check your identity to prevent money laundering unless you have provided us with satisfactory proof of identity
- undertake checks against publicly available information such as the electoral roll, County Court Judgments and bankruptcy orders
- pass claims information to the Claims and Underwriting Exchange Register run by Insurance Database Services Limited (IDS) and the Motor Insurance Anti Fraud and Theft Register run by the Association of British Insurers (ABI)
- validate your claims history or that of any insured person or property involved in the policy or a claim.

Complaints

Sections 1 - 4

We aim to provide the highest service standards at all times however, if for any reason you are not satisfied, we would like to hear from you. The procedure which follows has been put in place to ensure that your concerns are dealt with promptly and fairly. Please remember to quote your name as shown on your current schedule and the policy number in all correspondence and telephone calls.

In the first instance, we would encourage you to notify your usual contact and ask for your complaint to be investigated. Alternatively, please telephone or write to our Customer Relations Manager at

Victory House, Selsdon Way, London E14 9GL. Telephone: 020 7001 9200

If we cannot resolve your complaint immediately, we will acknowledge it within 5 working days. It will then be investigated. We will, within 4 weeks, either discuss our findings with you or advise you of the outcome of our initial investigation and outline our proposal for resolving the matter. Our aim is to finally resolve the complaint within 8 weeks. If the complaint cannot be resolved in this time we will inform you and give reasons for the further delay and indicate when we expect to give a final response.

Section 5 - Drivers Personal Accident only

If you feel we have not dealt satisfactorily with a specific complaint under Section 5 – Driver's Personal Accident, you may write to the Chief Executive Officer at

Equity Red Star, 52 Leadenhall Street, London EC3A 2BJ.

If you remain dissatisfied, you may ask Lloyd's to review your case by contacting

Policyholder & Market Assistance, Lloyd's Market Services,
One Lime Street, London EC3M 7HA
Tel: 020 7327 5693 Email: complaints@lloyds.com

Complaints to the Financial Ombudsman Service

If you are unhappy with the delay, the way your complaint has been handled or if it has not been resolved to your satisfaction, you may refer it to the Financial Ombudsman Service, an independent body at

South Quay Plaza, 183 Marsh Wall, London E14 9SR Tel: 0845 0801800
Email: enquiries@financial-ombudsman.org.uk Web: www.financial-ombudsman.org.uk

Whilst the insurers are bound by the decision of the Financial Ombudsman Service, you are not and your right to take legal action is not affected.

Financial Services Compensation Scheme

All insurers participating in this insurance are covered by the Financial Services Compensation Scheme (FSCS) which protects you in the unlikely event that the insurer is financially unable to pay claims made against it. For cover required by the Road Traffic Acts or any other form of compulsory insurance, you would be covered in full for any claim. For all non compulsory insurances, the FSCS will meet a maximum of 90% of any claim for compensation. In both cases, there is no upper limit. Full details of the scheme, including the amounts payable for a claim, can be obtained from FSCS website www.fscs.org.uk or by writing to Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN.



www.mywestminsterinsurance.com

Westminster Insurance is a trading name of Tradex Insurance Co Ltd.

Tradex Insurance Company Ltd is regulated and authorised by the Financial Services Authority.
Registered Office: Victory House 7 Selsdon Way London E14 9GL. Registered Number 2983873