



TAXI ANNUAL

INSURANCE POLICY
Your policy explained

Version 4.1

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WHAT TO DO IN THE EVENT OF AN ACCIDENT

IF YOU ARE INVOLVED IN AN ACCIDENT YOU SHOULD:

1. Get into a safe position, away from other traffic before you start exchanging details.
2. Never admit liability at the scene of the accident.
3. Take note of the names, addresses and phone numbers of everyone involved in the accident.
4. Take note of any registration numbers, makes and models of any vehicles involved.
5. If safe to do so, take pictures of the vehicles, the registration number of the vehicle, any damage caused as a result of the accident, and any passengers.
6. If safe to do so, also try to take pictures of the accident scene and anything else you feel may assist us in the handling of a claim.
7. Take note of the names, contact details and addresses of any witnesses present.
8. Notify the police at the scene of the accident if any party is injured.

Any accident/incident which may give rise to a claim on this policy must be reported to us within 24 hours of occurring on: 0345 092 0700 OR text "CLAIM" to 83118.

If you can provide a contact number for the other party involved or any witness we will speak with them directly on your behalf. We can even do this for you whilst you are at the scene of the accident!

Sections of this contract which apply to you

Type of cover (see Schedule)	Sections that apply
Comprehensive	All sections except B3 (Windscreen and window cover*) *Windscreen and window cover only applies if stated in the Schedule.
Third party, fire and theft	A B1 including Section B exclusions. C D1 applies only to medical expenses of third parties, not the person driving Your Taxi. E, F, G, H, I, J and K.
Third party only	A C D1 applies only to medical expenses of third parties. E, F, G, H, I, J and K.

PREAMBLE

This insurance contract is a legally binding document between You and Haven Insurance Company Limited (Haven Insurance). In return for Your premium, Haven Insurance agrees to provide the cover shown in the Schedule for the Period of Insurance stated in the Schedule on the terms set out in this contract.

This policy and any policy Schedule, Endorsements, Clauses and Certificate of Motor Insurance should be read as if they are one document.

The insurer's acceptance of this risk and the premium calculated is based on the information presented to the insurer being a fair presentation of the risk to be insured by the policyholder including any unusual or special circumstances which increase the risk and any particular concerns which the policyholder may have about their risk and the cover required.

THE LAW APPLICABLE TO THIS POLICY

Unless We agree otherwise in writing, the law which applies to this policy is the law of England and Wales.

Section A - Definitions

Whenever they appear in this policy wording the following words carry the same meaning whether or not they commence with a capital letter.

Accessories

Permanently fitted audio equipment (CD, radio or cassette playing equipment).

Appointed Advisor

The Preferred Law Firm, solicitor or other suitably qualified person approved by Us to represent You under Section F - Motor legal protection of this policy.

Appointed Claims Handlers

The claims handling companies engaged by Us to manage Your claims, including Haven Claims (Haven Claims is a trading name of Prospect Legal Limited) and Acorn Insurance and Financial Services Limited.

Beyond Economic Repair

Your Taxi will be considered to be Beyond Economic Repair if We conclude that the extent of any damage to Your Taxi makes it uneconomical or unsafe to repair.

Certificate of Motor Insurance

The Certificate shows the vehicle insured, who is eligible to drive the taxi under this insurance, what the taxi may be used for and the Period of Insurance covered.

Conditional Fee Agreement

A type of agreement between You and the Appointed Advisor which governs how the Appointed Advisor will charge You for their own services.

Data Protection Legislation

Means (i) unless and until the General Data Protection Regulation (“GDPR”) is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

Endorsement

An amendment to Your Insurance identified in the Schedule.

Excess

The amount or amounts shown in the Schedule which You have to pay towards any claim, including but not limited to a Young or Inexperienced Driver Excess, Specified Driver Excess, Late Reporting Excess or Windscreen Excess.

Fair Presentation

You are required to make a fair presentation of the risk to insurers which discloses every material circumstance which You know or ought to know relating to the risk to be insured. A circumstance is material if it would influence the judgment of a prudent insurer in determining whether to provide insurance for the risk and, if so, on what terms. You must ensure that You have carried out reasonable searches to obtain all relevant information about the risk.

Late Reporting Excess

The amount shown in the Schedule which You or any person insured has to pay towards a claim if loss or damage occurs or liability arises and You do not notify Us in accordance with the claims notification provisions set out in Section I – Claims notification and co-operation, but We agree to provide cover in any event.

Legal Costs & Expenses

Reasonable Legal Costs, fees, and disbursements reasonably and proportionally incurred by the Appointed Advisor agreed in advance by Us. Legal costs, fees, and disbursements will be assessed on the Standard Basis or in accordance with any applicable fixed recoverable costs scheme. The definition of Standard Basis can be found within the Court's Civil Procedure Rules Part 44.

The fees incurred by Your opponent which You are ordered to pay by a court or any other fees We agree to in writing.

Limit(s) of Coverage

The maximum sums shown in the Schedule in respect of applicable sections of the policy.

Market Value

The Market Value of Your Taxi will be determined as the cost of the replacing Your Taxi with one of similar make, model and specification, taking into account the age, mileage and condition of Your Taxi. To determine the Market Value, We will typically request the advice of an engineer and refer to guides and any other relevant sources.

No Claims Discount

The amount by which Your premium is reduced to reflect the lack of claims under the policy.

Non Fault Accident

Any accident or incident where We have decided that liability rests entirely with an identifiable third party with valid motor insurance cover at the time of the accident or incident.

Period of Insurance

The period of time covered by this insurance as shown in the Schedule.

Preferred Law Firm

The law firm chosen by Us to provide legal services.

Reasonable Prospects of Success

This means that there is a 51% or more chance that:

1. Your claim or appeal will be successful; and
2. Any judgement being sought by You will be capable of being enforced effectively. This means that the prospects of recovering monies due to You, whether under a judgement or any other form of agreement to pay, are 51% or above.

Road Traffic Acts

Any Acts, laws or regulations which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey and the Island of Alderney.

Schedule

The document which gives details of Your cover.

Small Claims Court

A court in England and Wales that hears a claim falling within the scope of the Small Claims Track in the County Court, as defined by the applicable Rule of the Civil Procedures 1999, which is in operation at the material time; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the Channel Islands and Isle of Man where the policy applies.

Specified Driver

A driver identified in the Schedule as a Specified Driver.

Specified Driver Excess

The amount or amounts shown in the Schedule which You or any person insured have to pay towards any claim if loss or damage occurs or liability arises when Your Taxi is in the custody or control of a Specified Driver.

Split Liability

Where liability for an accident or incident is shared between 2 or more parties in the event of a claim, resulting in proportionate settlement being made by each party.

Supervised Driver

A driver identified in the Schedule as a Supervised Driver.

Terms of Appointment

A separate contract which We will require the Appointed Advisor to enter into with Us if the Appointed Advisor is not a Preferred Law Firm. The contract sets out the amounts We will pay the Appointed Advisor under Your policy and their obligation to report to Us throughout the claim.

Territorial Limits

Great Britain or Northern Ireland or the Isle of Man or the Island of Alderney or the Island of Guernsey or the Island of Jersey. In relation to Section F - Motor legal protection, the United Kingdom, Channel Islands and the Isle of Man.

Terrorism

Any act deemed by the United Kingdom government to be an act of terrorism following the interpretation set out in part 1 of the Terrorism Act 2000.

Trailer

A Trailer designed for the purpose of being towed by a vehicle and includes a caravan or broken-down vehicle (as permitted by law).

We or Us or Our

Haven Insurance Company Limited.

Windscreen Excess

The amount or amounts shown in the Schedule which You or any person insured has to pay towards any claim under Section B3.

You or Your

The policyholder named in the Schedule. In relation to Section F - Motor legal protection of this policy it also includes any driver or passenger in or on Your Taxi with Your permission.

Young or Inexperienced Driver

A driver below 25 years of age or who has held a licence for less than 12 months.

Young or Inexperienced Driver Excess

The amount payable if at the time that damage or loss arose other than by fire or theft Your Taxi was last in the custody or control of a Young or Inexperienced Driver covered under Your policy but not identified as the policyholder in the Schedule.

Your Agent

Your broker or other intermediary named in the Schedule through whom You take out this insurance named in the Schedule.

Your Taxi

The vehicle identified in Your policy Schedule.

Section B - Loss of or damage to your taxi

B1 LOSS OF OR DAMAGE TO YOUR TAXI CAUSED BY FIRE OR THEFT

What is covered?

We will cover You in respect of loss of or damage to Your Taxi which occurs during the Period of Insurance caused by fire, lightning, explosion, theft or attempted theft up to the Limit of Coverage specified in the Schedule and subject to the applicable Excess(es).

B2 LOSS OF OR DAMAGE TO YOUR TAXI OTHER THAN BY FIRE AND THEFT (COMPREHENSIVE POLICIES ONLY)

What is covered?

We will cover You in respect of loss of or damage to Your Taxi which occurs during the Period of Insurance caused by accidental or malicious means up to the Limit of Coverage specified in the Schedule and subject to the applicable Excess.

Where Your Taxi is wholly or partly electronically powered and Your manufacturer supplied domestic charging cable or the rapid charging units standard heavy duty cable is connected to a charge point within 2 metres of Your Taxi, We will provide cover for damage caused to Your vehicle by deliberate or accidental damage or impact by a third party to the charging cable whilst it is connected to Your Taxi.

Provisions applicable to B1 and B2

1. If Your Taxi is damaged, at Our option We will:
 - a) Repair the damage to Your Taxi; or
 - b) Settle the claim by monetary payment; Or
 - c) Provide You with a replacement Taxi.
2. We will reduce any monetary payment made to take into account wear, tear and loss of value when We settle claims.
3. We will only repair or replace Your Taxi under sections B1 and B2 if the Excess has been paid.
4. Where We agree to settle the claim by a monetary payment instead of repairing or replacing Your Taxi, We will only make a payment where:
 - a) The Excess has been paid; or
 - b) We reduce the amount of the settlement by the amount of the total Excess(es).
5. If Your Taxi cannot be driven as a result of damage insured by this insurance, We will arrange to move the Taxi so that it can be repaired, returning it after repair to Your address as set out in the Schedule. We will not be responsible for any costs arising from damage caused when moving Your Taxi from or to Your address and / or to a place where it can be repaired.
6. At Your request, We can sub-contract the repair work that We are to carry out to a repairer of Your choice, but this may lead to delays in arranging the repairs.

7. If We consider Your Taxi is Beyond Economical Repair as a result of an incident covered by this insurance, We will provide the registered owner of Your Taxi with settlement of its Market Value up to the value shown in the Schedule and subject to the Limit of Coverage shown in the Schedule after deducting the applicable Excess(es). Please note that We are entitled to provide settlement based on the value of Your Taxi shown in the Schedule in full and final settlement of Your Claim for damage to Your Taxi, even if that value is understated.
8. If Your Taxi is stolen and not recovered, subject to Clause 9 below We will provide the registered owner of Your Taxi with settlement of its Market Value at the date it was stolen subject to the Limit of Coverage shown in the Schedule after deducting the applicable Excess(es).
9. If You have bought Your Taxi under a finance, hire purchase or leasing agreement or Your Taxi is wholly or partly electronically powered and the batteries are leased, and settlement is due to be made by Us under this policy, and We decide to make a monetary payment to either repair the loss or damage; or because Your Taxi is Beyond Economic Repair; or because Your Vehicle is stolen and not recovered, then any settlement made will be used to discharge any sums owed to the hire purchase or leasing company, bank or other lenders first, less the applicable Excess(es). If the settlement amount under the agreement is less than the sum due under the policy, We will settle the difference with the registered owner of Your Taxi.
10. If We make a settlement of the Market Value of Your Taxi or the Limit of Coverage in settlement of a claim under sections B1 and / or B2:
 - a) You must send Us the Vehicle Registration Document and any current test certificate.
 - b) Your Taxi will become Our property.
 - c) Unless We agree to let this insurance continue on a replacement vehicle, this insurance will end on the date You accept settlement.
 - d) We will deduct any outstanding premiums from any settlement due.
11. To use Your Taxi for hire and reward purposes, You must hold both a valid driving licence and the relevant operating licence issued under the Local Government (Miscellaneous Provisions) Act 1976.

No Claims Discount

12. The maximum No Claims Discount We accept is 5 years. If, during the period of one policy year, one claim is assessed as being a fault or Split Liability claim, Your No Claims Discount will be reduced as shown in the below table. You will not earn any additional years No Claims Discount for the policy year in which the claim occurs. If You have protected Your No Claims Discount and during the period of one policy year, one claim having been assessed as a fault claim, Your No claims Discount will not be affected but You will not earn any additional years No Claims Discounts for that same year.

In the event that any further claims arise within the same policy year, two years No Claims Discount will be lost per each subsequent fault claim:

NCD	NCD after each fault or split liability claim
0yr	0yr
1yr	0yr
2yrs	0yr
3yrs	1yr
4yrs	2yrs
5yrs	3yrs
5yrs +	3yrs

We reserve the right to withhold Your No Claims Discount proof where there is an outstanding payment due.

Your Excess

- 13. If Your Taxi is lost, stolen or damaged You are responsible for paying the applicable Excess(es) shown in the Schedule no matter how the loss or damage happened.

Young or Inexperienced Driver Excess

- 14. Unless the loss or damage is caused by fire or theft, You will also be required to pay the Young or Inexperienced Driver Excess specified in the Schedule if at the time of the loss or damage the taxi was last in the custody or control of an insured person who is not identified as the policyholder in the Schedule and who is a Young or Inexperienced Driver.

Specified Driver Excess

- 15. If at the time of the loss or damage Your Taxi was being driven by a person named in the Specified Driver Endorsement in the Schedule, You will have to pay the amount of the Specified Driver Excess if Your Taxi is lost or damaged whilst being driven by the Specified Driver.

B3 WINDSCREEN AND WINDOW COVER

If the Schedule includes windscreen and window cover, We will replace or repair damage to Your Taxi's windscreen or windows (excluding sunroofs and panoramic roofs). You will be responsible for the Windscreen Excess as specified in the Schedule.

If Your windscreen is chipped and can be repaired rather than replaced an Excess will not be applicable.

At Your request, We can sub-contract the repair work that We are to carry out to a repairer of Your choice, however a limit to the value of the repair work that We will carry out will be applicable, as stated in the Schedule.

Any claim relating to Your Taxi's windscreen or windows will not affect Your No Claims Discount.

What is not covered

See also Section K - General Exclusions

Section B does not cover:

1. In respect of each and every claim, the applicable Excess(es) as shown in the Schedule including, or together with, any Young or Inexperienced Driver Excess, any Specified Driver Excess, any Late Reporting Excess and any Windscreen Excess.
2. Loss of or damage to any Accessories or any property other than Your Taxi. For the avoidance of doubt there is no cover for communications equipment, navigation systems, taxi meters, telematics equipment, payment or PDA systems, audio or audio visual equipment or radio equipment.
3. Damage or loss to Your Taxi or spare parts or Accessories by theft, attempted theft or unauthorised use when:
 - a) Your Taxi (including its boot and bonnet) is unlocked; or
 - b) Your Taxi's windows, sunroof or convertible roof are left open; or
 - c) The keys (or other form of vehicle entry device) have been left in Your Taxi; or
 - d) Your Taxi has a keyless entry system and You have not switched off the function overnight; or
 - e) There are no signs of forced or violent entry; or
 - f) You leave paying passengers alone in Your Taxi; or
 - g) You have not taken other reasonable precautions to protect Your Taxi.
4. The costs for replacements locks, keys or electronic systems as a result of damage to or loss or theft of Your Taxi's keys.
5. Damage to Your Taxi's sunroof, panoramic roof panels, lights or reflectors whether glass or plastic.
6. Wear and tear, including rust and corrosion.
7. Loss or damage caused by driving Your Taxi through deep water or over rough terrain.
8. Repairs or replacements which improve Your Taxi beyond their condition before the loss or damage occurred. If it is necessary to make improvements to Your Taxi by repair or replacement, You will be required to make a contribution to the cost of repair or replacement.

9. Repair or replacement of any signage or advertisement on or in Your Taxi.
10. Loss of or damage to Your Taxi as a result of mechanical, electrical, electronic, computer or software breakdowns, failures, faults or breakages.
11. Loss of or damage to a Trailer or property inside or attached to a Trailer.
12. Damage to tyres unless caused by an accident which is covered by this insurance.
13. Damage due to liquid freezing in Your Taxi's cooling system unless You have taken reasonable precautions and followed the maintenance instructions, as provided by Your Taxi manufacturer's instructions.
14. Damage or loss due to the use of the wrong fuel or lubricants, or contaminated fuel.
15. Loss of value, whether or not that results from damage covered by this policy.
16. The cost of alternative transport (including hire vehicle costs) or compensation for You being unable to use Your Taxi or any consequential losses (including loss of profits or hire charges), incurred by You or anyone insured under this policy.
17. The extra cost of obtaining replacement parts which are not readily available in the UK. This includes increased repair and replacement part costs due to non-availability and / or waiting time and any additional storage costs.
18. Any amount more than the last known list price of any part or accessory which is no longer available.
19. Loss or damage caused by a person who obtained Your Taxi by fraud or deception.
20. Loss of or damage to Your Taxi if, at the time of the incident, it was in the custody or control of a person with Your permission who is not covered by this policy.
21. Loss of or damage to Your Taxi as a result of it being taken or driven by a person who is not insured to drive it by this policy but is a member of Your family or household, or any other person known to You, unless You can prove they intended permanently to deprive You of Your Taxi.
22. Loss or damage to Your Taxi when it is being used for any criminal purpose except for minor driving offences.
23. Loss or damage to Your Taxi whilst the driver is under the influence of, or is affected by the use or consumption of:
 - a) Alcohol;
 - b) Illegal drugs; or
 - c) Medication (prescribed or otherwise, where the driver has been advised or instructed not to drive whilst taking that medication, including but not limited to instruction/guidance provided in information leaflets accompanying medication).
24. Anybody who can claim for the same loss under any other insurance policy.
25. Death of or injury to the driver or person in charge of Your Taxi.
26. Death of or injury to any passenger travelling in the course of their work (except as required by the Road Traffic Acts).

27. Any claim arising as a result of an act of Terrorism or attempts to avoid Terrorism other than as required by the Road Traffic Acts.
28. Loss resulting from Your Taxi being repossessed and returning it to its rightful owner.
29. Loss or damage caused by any government, public or local authority confiscating or destroying Your Taxi.
30. Loss or damage to any vehicle You are driving or using which is not Your Taxi.

Section C - Claims by third parties

What is covered

1. We will cover persons listed in section C clause 3 for legal liability caused by or arising out of the use of Your Taxi or any Trailer attached to, and / or being towed by Your Taxi:
 - a) Causing bodily injury or death to a third party (including a passenger); or
 - b) Damage to a third party's property up to a maximum of £20 million for each claim or series of claims arising from one accident or occurrence which is caused during the Period of Insurance.
2. We will pay any emergency treatment fees as required by the Road Traffic Acts.
3. We will cover the following people in respect of the cover provided in Section C clause 1 and 2:
 - a) You, when driving, travelling as a passenger in or getting into, or out of, Your Taxi.
 - b) Any person driving Your Taxi for profit with Your permission who is named in the Certificate of Motor Insurance and insured by this policy and who holds both a valid driving licence and the relevant operating licence in relation to You Taxi issued under the Local Government (Miscellaneous Provisions) Act 1976.
 - c) Any person driving Your Taxi for non-profit purposes with Your permission who is named in the Certificate of Motor Insurance and insured by this policy.
 - d) Any passenger travelling in, or getting into or out of, Your Taxi (whether for payment or otherwise).
 - e) Any person using (but not driving) Your Taxi with Your permission for social, domestic or pleasure purposes.
 - f) The legal personal representative(s) of any deceased person identified in Section C clause 3 a) to e).
4. Should Your Taxi be wholly or partly electronically powered, We will cover Your legal liability for death or bodily injury arising out of the connection of the insured Taxi to a domestic or commercial power supply or rapid charging unit, with the permission of the owner or their representative, for the purposes of charging the Taxi but only whilst it is connected directly by means of the manufacturer supplied domestic charging cable or rapid charging units standard heavy duty cable.

Conditions applicable to Section C

1. You must notify Us of any police interview, coroner's inquest, fatal accident enquiry or other court proceedings following an accident covered by Section C. We may decide to arrange legal representation. We are entitled to appoint solicitors of Our choice. Our contribution towards legal fees will usually be limited to £2,000 but We may contribute more in exceptional circumstances, subject to Our sole discretion.
2. Legal fees must not be incurred without Our prior agreement. We are not obliged to cover legal costs and expenses incurred without Our prior written consent. Further, We require 14 days notice of Your or Your legal representatives intention to issue court proceedings on Your behalf in relation to a claim made against the other driver. Failure to provide notification could prejudice Our position, and should this result in Us incurring legal costs without Us considering the prospects of success or Our legal cost exposure, then We will seek recovery from You and / or Your legal representatives.
3. Where an all sections Excess or an Excess applicable to Section C is shown in the Schedule, insofar as it is permitted under the Road Traffic Acts, in respect of each and every occurrence for which a settlement is made by Us under Section C, this Excess is payable to Us by You as a contribution to any settlement made by Us.

What is not covered

See also Section K - General Exclusions

Section C does not cover:

1. Any person insured under this policy who does not keep to the terms and conditions of this insurance.
2. Liability covered by another insurance policy.
3. Loss of or damage to Your Taxi (see Section B – Loss or damage to Your Taxi if You have comprehensive or third party, fire and theft cover).
4. Loss of or damage to property owned or in the custody or control of the person claiming cover under this section of the policy, except as stated in section B – Loss or damage to Your Taxi.
5. Except as strictly required by the Road Traffic Acts, loss, damage or liability to a third party which arises when any person has control or custody of Your Taxi for profit purposes and does not hold the requisite driving licence and the relevant operating licence for Your Taxi (see Section C clause 3b above).
6. Except as required by the Road Traffic Acts, loss, damage or liability to third parties which arises as a result of a passenger opening any door or any aperture of Your Taxi.
7. Any person who is aware the driver of Your Taxi does not hold a valid licence to drive it for the purpose for which it is being used.
8. Liability for death or injury to the person driving or in charge of Your Taxi or to any person being carried in or on, getting into or off, a Trailer.

9. Liability in respect of any person killed or injured when travelling in Your Taxi in the course of their employment (except as required by Road Traffic Acts).
10. Liability for death, injury or damage resulting from Your Taxi or machinery attached to it being used as a tool of trade.
11. Liability in respect of Trailers:
 - a) Liability for loss or damage caused by a Trailer which is being towed for profit.
 - b) Liability where more than one Trailer is being towed at any one time.
 - c) Where the Trailer is not properly secured to Your Taxi by towing equipment manufactured for the purpose.
 - d) Where the Trailer is towed for reward.
12. Damage to any public or private highway caused by weight or spillage.
13. Any consequence of Terrorism or steps taken to avoid Terrorism unless required by the Road Traffic Acts. Our liability under the Acts will be limited to the minimum required by the Acts.
14. Fines, penalties, punitive or exemplary damages.
15. Any liability for damage to a third party's property arising directly or indirectly from the charging of Your Taxi.

Section D - Medical expenses

1. We will provide cover for medical expenses up to £100 for each occupant of Your Taxi injured in an accident covered by this policy unless those costs are paid under any other motor insurance policy or any other section of this policy.
2. If You hold comprehensive cover, We will provide cover for the insured driver's medical expenses up to £100. If You hold third party fire and theft or third party only cover, We will not.
3. The maximum We will cover in respect of towards medical expenses for any one accident covered by this policy is £400.

Section E - Using your taxi abroad

1. Provided that Your Taxi is being used for social, domestic and pleasure use only unless expressly agreed by Us, We will provide You with the minimum level of cover for Your Taxi required by law in any country which:

- a) Is a member of the European Union. Current members (other than the UK) are:

Austria	Latvia
Belgium	Lithuania
Bulgaria	Luxembourg
Croatia	Malta
Cyprus	Netherlands
Czech Republic	Poland
Denmark	Portugal
Estonia	Republic of Ireland
Finland	Romania
France	Slovakia
Germany	Slovenia
Greece	Spain
Hungary	Sweden
Italy	

Or:

- b) Has satisfied the European Commission it has made arrangements to meet Article (8) of EC Directive 2009/103/EC on Insurance against Civil Liabilities arising from the use of Motor Vehicles. These countries are currently Norway, Switzerland, Andorra, Iceland, Monaco, San Marino, Vatican City, Serbia, Gibraltar and Liechtenstein. The Certificate of Motor Insurance takes the place of an International Motor Insurance Card (Green Card).
2. If the compulsory insurance requirements of the country in which the incident occurs (being a country identified in Section E clause 1 a) or b)) requires a higher minimum level of cover than is provided by Section C – Claims by third parties, We will provide the minimum level of cover required by that country.
3. We may agree to provide You with the same level of insurance cover You have in the UK on a weekly basis, up to a maximum of 28 days, subject to:
- a) Prior notice of at least 48 hours is given before using Your Taxi abroad; and
- b) Any additional premium due being paid.
4. If the law of a foreign country covered by this insurance requires Us to settle a claim We would not otherwise be liable to settle, We may recover the amount of the claim from You or the person the claim was made against.

Section F - Motor legal protection

This section covers You for the Legal Costs & Expenses incurred to claim back losses which are not covered by Your policy from the responsible party, if Your Taxi is damaged in an accident that is not Your fault.

What is covered

1. This section of Your policy will help You if an accident which is another party's fault results in damage to Your Taxi and/or personal property in or on Your Taxi.
2. We will pay Your Legal Costs and Expenses up to £50,000 for all claims arising from or related to the same accident including the cost of appeals or counterclaims, provided that:
 - a) You have paid the insurance premium;
 - b) You adhere to the terms of this policy and fully cooperate with Us and the Appointed Advisor;
 - c) The accident happens in the Territorial Limits;
 - d) We and the Appointed Advisor agree that Your claim has Reasonable Prospects of Success throughout Your claim;
 - e) The accident occurred during the Period of Insurance;
 - f) Any claim under this section is reported within 90 days of the accident occurring;
 - g) The claim falls under the jurisdiction of a court or the Motor Insurers Bureau and in the Territorial Limits;

- h) The claim is handled by an Appointed Advisor who has been authorised by Us and they agree to Our Terms of Appointment;
- i) You enter into a Conditional Fee Agreement with the Appointed Advisor.

What is not covered

See also Section K - General Exclusions

Section F does not cover:

3. We will not cover any claim arising from or relating to:
 - a) Legal Costs & Expenses incurred before We accept a claim or have provided Our written authorisation;
 - b) Any claim which proceeds in the Small Claims Track of the County Court.
 - c) A contract;
 - d) Defending any claim other than appeals and counterclaims against You in relation to the same accident;
 - e) An accident which occurs before commencement of this section of the policy;
 - f) Fines, penalties or compensation awarded against You;
 - g) A dispute with Your Agent or Us not dealt with under the Complaints section of this policy;
 - h) A group litigation order.
 - i) Any Claim for death or personal injury.

4. Where Our risk is affected by Your failure to keep to any policy condition, We may cancel this section of Your policy, refuse a claim or withdraw from an ongoing claim. We also reserve the right to claim back Legal Costs & Expenses from You if this happens.
5. Any claim where the cost of proceeding is likely to be disproportionate compared to the recovery amount in dispute, or where the likelihood of a court granting an injunction is low.

**Conditions applicable to Section F
Your responsibilities**

6. At all times You must:
 - a) Tell Us immediately of anything that may make it more costly or difficult for the Appointed Advisor to claim back losses;
 - b) Cooperate fully with Us, giving the Appointed Advisor any instructions We or they may require, and to keep them updated with progress of the claim and not hinder them or Us;
 - c) Take reasonable steps to claim back Legal Costs & Expenses and, where recovered, pay them to Us;
 - d) Keep Legal Costs & Expenses as low as possible.

Freedom to choose an Appointed Advisor

7. You have the right to choose an Appointed Advisor to represent Your interests where You have the right to make a claim under the Motor Legal Protection section of this policy. This includes the right to choose an Appointed Advisor in any proceedings or if a conflict of interest arises.
8. If You choose an Appointed Advisor which is not Our Preferred Law Firm they must agree to act for You in accordance with Our Terms of Appointment. Cover for their costs will only commence from the date they agree to Our Terms of Appointment:
 - a) The Appointed Advisor will enter into a Conditional Fee Agreement directly with You. You will be responsible for costs incurred by the Appointed Advisor which are not authorised by Us.
 - b) If You dismiss the Appointed Advisor without good reason, withdraw from the claim without Our written agreement, or if the Appointed Advisor refuses to continue acting for You with good reason, the cover will end immediately. We reserve the right to appoint another Appointed Advisor in accordance with point 6 above.
9. You must agree to Us having sight of the Appointed Advisor's file relating to Your claim. You are considered to have provided consent to Us to have sight of Your file for auditing and quality control purposes.

Settlement

10. You must not negotiate, settle the claim or agree to pay any Legal Costs & Expenses incurred without Our agreement.
11. If You refuse to settle the claim following advice to do so from the Appointed Advisor We may refuse to pay further Legal Costs & Expenses.

Barrister's opinion

12. We may require You to obtain and pay for an opinion from an independent barrister where there is a disagreement between You and Us over Reasonable Prospects of Success. The choice of the barrister needs to be agreed with You and Us. You will be responsible for paying for the opinion unless it shows that Your claim has Reasonable Prospects of Success.

Arbitration

13. In case of dispute You may have the right to have recourse to arbitration.

Section G – Repair plus

What is covered

1. In the event that;
 - a) You, when driving Your Taxi, or
 - b) any person driving Your Taxi with Your permission who is named in the Certificate of Motor Insurance and insured by this policy, or
 - c) Your Taxiis involved in an accident or incident with a car or vehicle which is driven by a third party who;
 - a) can be traced, and
 - b) has valid and current insurance to drive the third party Taxi, and
 - c) this accident or incident causes damage to Your Taxi,

Then, if We decide that;

- a) the accident or incident has involved no fault on Your part or on the part of any person driving Your Taxi with Your permission, who is named in the Certificate of Motor Insurance and insured by this policy and was entirely the fault of the third party, and
- b) the damage has not rendered Your Taxi Beyond Economic Repair,

We will repair the damage to Your Taxi which is caused by the accident or incident, occurring during the Period of Insurance, and We will then seek recovery from the third party.

Conditions applicable to Section G

1. We will only provide cover under Section G if the third party who was wholly responsible for causing the accident or incident can be traced within a reasonable time but in no event longer than 3 months and is validly and currently insured in respect of the loss or damage caused.
2. If You or any person driving Your Taxi with Your permission, who is named in the Certificate of Motor Insurance and insured by this policy were/are in any way at fault in the incident and You knew this or would have been reasonably expected to have known and did not inform us, then We will not provide any further assistance and We will be entitled to seek immediate recovery of Our costs from You.
3. If Your Taxi cannot be driven as a result of damage covered by this insurance, We may arrange to move the vehicle so that it can be repaired, returning it after repair to Your address as set out in the Schedule. We will not be responsible for any costs arising from loss or damage caused when moving Your Taxi from or to Your address or to a place where it can be repaired.

What is not covered

See also Section K - General exclusions

1. Where We have agreed to handle Your claim under Section G of this policy, We will not provide cover if it subsequently transpires that in Our sole opinion, You or any person driving Your Taxi with Your permission, who is named in the Certificate of Motor Insurance and insured by this policy were/are at fault in any part for the accident or incident. We will pay for any repairs already performed or irrevocably contracted to be performed prior to it becoming clear to Us that You are at fault, unless condition 2 applicable to Section G – Repair plus applies.
2. Repairs or replacements which improve Your Taxi or Accessories beyond their condition before the damage occurred. If it is necessary to make improvements to Your Taxi or Accessories by repair or replacement, You will be required to make a contribution to the cost of repair or replacement (betterment).
3. Loss of or damage to a trailer or goods inside or attached to a trailer.
4. Loss of value even if it results from damage covered by this policy.
5. The cost of alternative transport (including hire vehicle costs) or compensation for You being unable to use Your Taxi or any consequential losses (including loss of profits or hire charges) incurred by You or anyone insured under this policy.
6. The extra cost of obtaining replacement parts which are not readily available in the UK. This includes increased repair and replacement part costs due to non-availability and / or waiting time and any additional storage costs.
7. Any amount more than the last known list price of any part which is no longer available.
8. Loss or damage to Your Taxi when it is being used for any criminal purpose except for minor driving offences.
9. Loss of or damage to Your Taxi whilst the driver is under the influence of, or is affected by the use or consumption of:
 - a) Alcohol
 - b) Illegal drugs, or
 - c) Medication (prescribed or otherwise, where the driver has been advised or instructed not to drive whilst taking that medication, including but not limited to instruction/guidance provided in information leaflets accompanying medication).
10. Any claim arising as a result of an act of Terrorism or attempted Terrorism or attempts to avoid or escape acts of Terrorism / attempted Terrorism other than as required by the Road Traffic Acts.

Section H - General conditions

These General Conditions apply to all sections of this insurance.

If You do not comply with the General Conditions, We may:

1. Cancel Your policy
 2. Refuse to deal with Your claim
 3. Reduce the amount of any payment under the policy
 4. Vary the premium and terms of Your contract
 5. Seek to recover any settlement made to You that was not due under the terms and conditions of this policy
 6. Void Your policy from inception
 7. Charge You an additional premium, or deduct any additional premium due from any settlement under the policy.
5. The information provided when making any claim under the policy is true to the best of Your knowledge.
 6. You notify Your Agent as soon as possible of any change in circumstances or to the material facts previously disclosed by You to Us whenever changes are made at Your request and at each renewal. Examples of material changes include, but are not limited to:
 - a) Replacing Your Taxi. Your policy will be cancelled if You change Your Taxi more than 4 times throughout the duration of the policy year.
 - b) All changes made to Your Taxi if they make it different from the manufacturer's standard specifications (even if the changes are purely cosmetic).
 - c) A change of Your address.
 - d) Change to your contact details i.e. contact telephone number or email address.
 - e) A change in Your occupation or that of any driver named on Your policy.
 - f) A change in the purpose for which Your Taxi is used or the person who drives it most frequently.
 - g) You or any Specified Driver passing Your driving test if a provisional driving licence was held at inception of the insurance.
 - h) Changes to circumstances relating to the Endorsements.

Your duties

We will only provide insurance if:

1. Any person insured by this insurance has complied with all the Conditions in this contract and in the Schedule.
2. You and anybody left in charge of Your Taxi have taken all reasonable steps to prevent loss of or damage to it.
3. You and anybody left in charge of Your Taxi comply with all statutory and vehicle licensing authority regulations and requirements.
4. You and anybody left in charge of Your Taxi maintain Your Taxi in an efficient and roadworthy condition and comply with all statutory regulations and vehicle licensing authority regulations regarding its use, road worthiness and condition (e.g. You must hold a valid MOT certificate and Your Taxi must have legally correct tyres, lights, brakes etc).

- i) Motoring convictions.
- j) Details of medical conditions which may affect Your ability (or the ability of anybody insured to drive Your Taxi) to drive. These include diabetes, epilepsy or a heart condition.
- k) Changes to the information provided in the proposal form or statement of fact may result in amendments to Your cover or premium.

Examples of these amendments are:

- i. We may apply additional terms or restrictions to Your policy.
- ii. If You make an adjustment to Your policy during the Period of Insurance which results in an increase in Your premium, any outstanding premium due will be calculated by Us on a pro rata basis.
- iii. If You make an adjustment to Your policy during the policy period which results in a decrease in Your premium, the refund of premium due to You will be calculated by Us on a pro-rata basis. Any refund will be issued to Your agent. If at the time of the adjustment You or a third party has made a claim or reported an incident which may give rise to a claim under this insurance policy,

We will retain the whole Premium whilst the claim is in the process of being settled. The claim will be settled for the purpose of this section when a final settlement is made by Us or when We receive notification that a claim by You or a third party will not be pursued further. If settled as a fault claim and We have incurred costs as a result then no refund of premium will be given.

- iv. If You request a change which falls outside of the policy acceptance criteria, We may cancel Your policy in accordance with the terms set out in Section J – Cancelling Your policy.
- 7. You allow Us to examine Your Taxi at any reasonable time, if requested.
- 8. Unless You have Our written agreement, You (or any person covered by this insurance) must not admit blame, or make any offer, promise or payment to a third party or parties.

Fair presentation of the risk

At inception, renewal, and whenever changes are made to it at Your request You must disclose all material facts in a clear and accessible manner and not misrepresent any material facts, and ensure You have carried out reasonable searches to obtain all relevant information about the risk.

Section I - Claims notification and co-operation

Conditions

1. You must report any claim, accident or loss to Us regardless of fault within 24 hours and assist with Our enquiries at all times.
2. You must report any theft, attempted theft or malicious damage relating to Your Taxi or other property to the police and obtain a crime reference number.
3. Following any occurrence which may give rise to a claim under this policy You must immediately notify Us by telephone using the contact details in the Schedule, to provide preliminary information about the loss or damage. This will include:
 - a) Your contact details and details of anybody else in Your Taxi at the time of the incident.
 - b) Details of any convictions and outstanding penalty points for You and any Specified Driver.
 - c) Your policy number.
 - d) Information about Your Taxi and details of the incident.
 - e) Details of any witnesses.
 - f) Details of other parties involved in any incident, any injuries suffered and any damage to their property.
4. If You fail to assist with Our enquiries or report a claim within 24 hours, We may refuse to settle Your claim except as required by The Road Traffic Acts. We will also charge You a Late Reporting Excess as noted in Your policy Schedule.
5. If Exclusion 6 of Section C does not apply and a passenger causes an accident whilst travelling in, or getting into or out of, Your Taxi, You must provide Us with a letter that includes a request that We provide cover for that passenger in connection with third party claims (if required). Please be aware that if the passenger has alternative insurance cover for the accident, no cover will be provided by Us.
6. Where, at Your request, We agree to sub-contract any of our repair services to a sub-contractor of Your choice, or where, at our discretion, We agree to settle Your claim by making a monetary payment, We will not accept responsibility for the cost of repairs or replacements which are not authorised in advance by Us.
7. Where, at Your request, We agree to sub-contract any of our repair services to a sub-contractor of your choice, or where, at our discretion, We agree to settle Your claim by making a monetary payment, any estimate for repairs that You obtain should be copied and marked with Your policy and claim number and sent to Haven Claims, Suite 2a Second Floor, 160 London Road, Sevenoaks, Kent, TN13 1BT.
8. You must telephone Us immediately if:
 - a) You receive any letter or other documents about the incident.
 - b) You become aware that anyone insured under this policy may, or will be, prosecuted or if there is going to be an inquest or fatal accident inquiry as a result of an accident covered by this insurance.

- c) You become aware that a civil claim may or will be made against anyone insured by this policy arising out of an accident covered by this insurance.
- 9. You must not answer any letters or proceedings without Our written permission.
- 10. If We have to settle an additional amount in settlement of a claim under this insurance because of Your delay in providing Us with information or otherwise cooperating with Our reasonable enquiries, We reserve the right to recover the additional amount from You. You will be held responsible under the policy for delays caused by any other person insured by this policy.
- 11. Where We or another repairer carry out work on Your Taxi, parts and accessories, including green recycled parts, that are not made or supplied by the vehicle manufacturer but are of similar type and quality, may be used.

Conduct of claims/subrogation

- 1. We are entitled to take over any third party claim against You (or any other person claiming under this policy) and to conduct the defence or settlement of any such third party claim in Your name or the name of any person claiming under this policy.
- 2. We are entitled to instruct solicitors of Our choice to act for You in any civil or criminal claim against You or any person claiming under this policy. We will have full control over any legal proceedings brought against a third party.
- 3. We will have full control over any legal proceedings brought against a third party.
- 4. Where We consider it appropriate, We may admit liability on Your behalf or on behalf of anybody else insured by this policy. We have full control of all claims covered by this policy.
- 5. We may, at Our expense, bring a claim in Your name or in the name of any person claiming under this insurance to recover any amount paid by Us.
- 6. If We accept Your claim but cannot agree its value, We will appoint a barrister, whose identity is to be agreed between Us or failing agreement who is nominated by the Chair of the Bar Council, to value Your claim. You and We will be bound by that valuation.
- 7. The Market Value of Your Taxi will be determined as the cost of the replacing Your Taxi with one of similar make, model and specification, taking into account the age, mileage and condition of Your Taxi. To determine the Market Value, We will typically request the advice of an engineer and refer to guides and any other relevant sources.
- 8. Where We agree to handle Your case as a Non Fault Accident We will repair Your Taxi and We will handle all aspects of the claim on Your behalf, subject to the provisions set out in Section G – Repair plus.

Our Right of Recovery

1. For the avoidance of doubt, the cover provided by the policy meets the requirements of the provisions of the Road Traffic Acts and to the extent more limited cover is provided by any provisions under this policy the minimum cover required under the Road Traffic Acts will apply, but this is subject to Our right of recovery referred to in section 2 below.
2. If, under the law of any country this policy covers You in, We must settle a claim for which We would not otherwise provide cover, We may recover any claim payment from You or from the person who the claim was made against.

Fraud

1. If You or anybody insured by this policy makes a claim knowing it to be fraudulent, false or exaggerated, provides false documents or makes false statements in support of a claim, this insurance will be void and all claims will be forfeited.
2. In the event of fraud, We will retain all premiums paid.
3. If fraud is perpetrated by or on behalf of an insured person and not on behalf of You this condition should be read as if it applies only to that insured persons claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

Other insurance

1. Where a claim under this insurance is also covered by another insurance policy, We will only settle Our share of the claim.
2. If a person other than You is driving Your Taxi and is covered by other insurance for claims by third parties, no settlement for those claims will be made under this policy.
3. If You have separate insurance cover for losses which are not insured under this policy, You must tell Us about any settlements You receive which are connected with any claim under this policy. You must also tell Us about any claim Your other insurers bring for recovery of sums paid by them.

Contracts (Rights of Third Parties) Act 1999

1. No person, persons, company or other party not named as insured in the Certificate of Motor Insurance has any right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent or amended legislation to enforce any terms of this policy. This does not affect any right or remedy of a third party that exists or is available apart from that Act.

Section J - Cancelling Your policy

1. This section applies to policies cancelled by You or by Us:
 - a) If at the time of cancellation You or a third party has made a claim or reported an incident which may give rise to a claim under this insurance policy, We will retain the whole Premium whilst the claim is in the process of being settled. The claim will be settled for the purpose of this section when a final settlement is made by Us or when We receive notification that a claim by You or a third party will not be pursued further.
 - b) If the claim is settled as non-fault, and subject to payment of any Excess, We will refund a percentage of the premium according to the number of days remaining before the end of the Period of Insurance from the date of cancellation. If settled as a fault claim and We have incurred costs as a result then no refund of premium will be given and the full annual premium will be payable.
 - c) Your Agent may charge you a cancellation fee.

If You decide to cancel

2. You may cancel this insurance at any time by contacting Us either directly or via Your agent or broker, requesting Your policy to be cancelled. You will not be insured from the date of cancellation. Should you produce a cancelled certificate of motor insurance with the intention of deceiving any person into accepting it as genuine, You may be prosecuted.

3. If You have an agent, We will refund any premium to Your Agent.

If We decide to cancel

4. We or Your Agent may cancel the insurance by sending 7 days notice of cancellation to the email address held on file by Us or Your Agent, or Your last known postal address (where We are unable to locate a valid email address). In the case of Northern Ireland the notice will also be sent to the Department of Environment, Northern Ireland. You will not be insured from the 8th day after the notice is issued to You. The notice will provide an explanation as to why Your policy is being cancelled.
5. We will refund the part of Your Premium according to the number of days remaining from the date of cancellation until the end of the Period of Insurance, subject to the status of any claims made on Your policy, as outlined in sections 1.
6. If You have an agent, We will refund any premium to Your Agent.

Cancellation with immediate effect / voidance

At our option, We or Your Agent may cancel Your policy with immediate effect or void Your policy from inception at any time where; there is evidence of fraud or a valid reason for doing so, including but not limited to:

1. Deliberately or recklessly telling Us something which is untrue or misleading in response to any question We ask You when applying for, amending or renewing Your policy.
 2. Carelessly misrepresenting relevant information which, if correctly represented at the time of applying for, amending or renewing Your policy would have caused Us to decline You for cover.
 3. Where We have evidence of fraud or dishonesty.
 4. Where We have evidence of abusive or threatening behaviour.
 5. Where You have not paid the premium or You administer a 'chargeback' on Your policy premium.
 6. If You are in breach of any of the Terms, Exceptions, Exclusions, Conditions or Endorsements of Your policy.
- Where fraud is identified, We may retain all premiums paid.

Section K - General exclusions

These exclusions apply to the whole of Your policy:

1. We will not cover any claim for loss, damage or liability, and Your policy may be cancelled, if Your Taxi is being:
 - a) Driven by or in charge of anybody who is not named in the Certificate of Motor Insurance as a person entitled to drive unless:
 - i. That person is a member of the motor trade who is servicing or repairing Your Taxi.
 - ii. Your Taxi was stolen or taken without Your permission and has been reported as such to the police. You must provide us proof of prosecution or ongoing investigation.
 - b) Driven by anyone (including You) who You know is disqualified from driving, or has never held a licence to drive Your Taxi, or is prevented by law from holding a licence.
 - c) Used for a purpose that involves criminal activity (other than minor motoring offences).
 - d) Driven for reward where the driver does not hold the requisite licences (see Section C clause 3b)).
 - e) Used in or on restricted areas of airports or airfields. We will not provide cover for any claim concerning an aircraft within the boundary of the airport or airfield.
 - f) Used for purposes other than those included in the Limitations as to use section in the Certificate of Motor Insurance.
 - g) Used to carry a load which is not properly secured, more than it was constructed to carry or more than the maximum capacity.
 - h) Used to carry dangerous substances or goods or inflammable liquids or gasses in bulk.
2. No cover will be in place for the recovery of any vehicle from a police or government impound unless explicitly authorised by Us.
3. We will not cover any costs You have accepted under an agreement or contract unless You would have had to cover those costs even if the agreement did not exist.
4. We will not provide cover for deliberate loss or damage caused by anybody insured by this policy.
5. We will not provide cover for loss or damage to the contents of Your Taxi or any accessories, including but not limited to communications equipment, navigation systems, taxi meters, telematics equipment, payment or PDA systems, audio or audio visual equipment or radio equipment.
6. We will not cover any liability, loss, damage, cost or expense insured by another policy.
7. We will not cover any claim for loss, damage or liability, and Your policy may be cancelled, if:

- a) You use Your Taxi at a motor racing track, at an off-road 4x4 event or on the Nurburgring Nordschleife.
 - b) You use Your Taxi for racing, rallies, speed trial or endurance tests.
 - c) You exceed the seating capacity of Your Taxi.
 - d) Your Taxi is used for trade delivery.
8. Where a person is identified in the Endorsements Section of the Schedule as a Supervised Driver, We will not insure that driver or Your Taxi whilst being driven by that driver unless they are accompanied at all times by at least one of the following:
- a) You; or
 - b) A parent of the driver who is also a qualified driver; or
 - c) A qualified driving instructor or examiner.

In no circumstances must a Supervised Driver drive Your Taxi for profit.

This Section applies unless and until You receive an amended Schedule. So, for example, where a learner driver passes his or her driving test, they will not be entitled to drive unsupervised until You have an amended Schedule issued by Us.

Please note there may be an additional premium to pay if We agree to remove a Supervised Driver Endorsement and allow a previously Supervised Driver to drive Your Taxi unsupervised.

Please also note We may charge You an administration fee for making any changes to Your policy.

9. We will not provide repair services or cover for loss, damage or injury caused (directly or indirectly) by war, invasion, act of foreign enemy, hostilities (regardless of whether war has been declared or not), civil war, rebellion, revolution, or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property or under the order of any government or public or local authority nor will We cover loss, damage or injury arising from attempts to control or prevent these causes.
- But We will provide cover required by the Road Traffic Acts and by the minimum insurance requirements of any foreign country which We have agreed to extend this insurance to cover. (Please see Section E - Using Your Taxi abroad).
10. We will not provide repair services or cover for any loss or damage (whether direct or indirect) or liability caused by, contributed to or arising from earthquake, riot or civil commotion (except where We need to provide cover to meet the minimum insurance required by the relevant law), ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste, or from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it, or pressure waves caused by aircraft and other flying objects.

11. There is no cover under this policy for any proceeding or judgment against You in any court outside the United Kingdom, unless they arise out of Your Taxi being used in a foreign country which We have agreed to extend this insurance to cover.
12. Except as strictly required by the Road Traffic Acts, We will not provide repair services or cover for any liability, loss, damage, cost or expense if We consider that the driver of Your Taxi was under the influence of drink or drugs or any substance which would be considered an offence under the relevant law applicable to the driving of vehicles at the time of the accident.
13. We will not provide repair services or cover for any liability directly or indirectly caused by resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, except to the extent that it is necessary to comply with the minimum requirements of the law relating to compulsory insurance.
14. We will not provide repair services or cover for any liability directly or indirectly caused by resulting from or in connection with pollution or contamination unless the pollution or contamination rises directly from an incident which is covered under the terms of the policy.
15. The VAT payable on the cost of repairs, replacement goods or any monetary settlement made by Us if You are VAT registered and entitled to recover the VAT.
16. We will not provide repair services or cover for loss or damage to any equipment, integrated circuit, computer chip, and computer software or any other computer related equipment caused by computer failure, computer error, malfunction, or a corruption or harmful unauthorised code that is maliciously or accidentally introduced to propagate a computer system.
17. We will not provide cover for any loss, damage, liability, cost or expense of any kind, directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, or any other gradually operating cause or the process of cleaning, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.
18. Where Your Taxi is wholly or partly electronically powered:
 - a) We will not be liable for any claim arising out of the charging of Your Taxi using a charging cable which is not:
 - i. Supplied by the vehicle manufacturer
 - ii. The rapid charging units standard heavy duty cable.
 - b. We will not be liable for any claim where the manufacturer supplied charging cable is not connected directly into both the rapid charging unit or wall socket and the charge point on Your Taxi itself during the charging of Your battery.

Important information

WHO ARE WE?

Haven Insurance Company Limited is registered in Gibraltar number 85914. Our registered office is located at No.1 Grand Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA . We are authorised and regulated by the Gibraltar Financial Services Commission under the Insurance Companies Act 1987. In addition to this, We are also regulated by the Financial Conduct Authority (FCA) by means of cross border services. Haven Insurance is a member of the UK's Motor Insurance Bureau (MIB) and Association of British Insurers (ABI).

FINANCIAL SERVICES COMPENSATION SCHEME

If We are unable to meet Our liabilities You may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0207 741 4100.

SHARING YOUR PERSONAL DATA – DATA PROTECTION

Please view Our full Privacy Statement at www.haven.gi/privacystatement which will provide further information on how We use Your personal data. We will only use Your personal data in accordance with Data Protection Legislation.

How We will use Your personal data

To manage Your insurance with Us

This may include sharing Your personal data with:

1. Your Agents to process and administer Your insurance. As part of Your Agents processing they may carry out checks with credit reference and fraud prevention agencies in order to verify Your identity, assess Your application for a quotation or credit and offer You the best terms. The checks may be against both public data (such as information from the electoral roll) and private data (such as Your credit history). A record of the search will appear on Your credit report. As part of the quote process, Your Agent may exchange information with various industry databases in order to verify the information that You have provided such as the Claims and Underwriting Exchange (CUE), the Hunter Database, the Motor Insurance Anti-Fraud and Theft Register or the No Claims Discount Database. Your Agents may also carry out checks against data they already hold on You such as data from existing products or account data. They may use this data to help them assess and rate Your application for a quote and determine Your premiums.
2. Subcontractors and service providers to process Your personal data and provide services on Our behalf.
3. Our Appointed Claims Handlers to manage claims under Your insurance.

4. Industry Regulators to monitor and enforce Our compliance with any applicable regulations.
 5. Other insurers, if You move to a new insurer We may confirm certain details about Your insurance to them. We will only confirm details to genuine organisations. Any requests for policy information by an individual other than the insured will require permission from the insured to do this.
 6. Third parties involved in a claim, including their insurer, solicitor, or representative.
 7. The Compensation Recovery Unit, Department for Work and Pensions, and National Health Service in relation to a claim.
 8. The Financial Ombudsmen Service, if You make a complaint about the service We have provided.
 9. The Motor Insurance Anti-Fraud and Theft Register and to the Claims and Underwriting Exchange Register, which are both administered by Motor Insurance Bureau (MIB).
 10. The DVLA, Your Driving Licence Number may be provided to the DVLA in order for a search to be carried out to confirm Your licence status, entitlement and relevant restriction information and endorsement/conviction data. Searches may be carried out as part of Your quote and at any point throughout the duration of Your insurance policy. A search with the DVLA will not show on Your driving licence record. For details relating to information held about You by the DVLA, please visit www.dvla.gov.uk. Undertaking searches using Your driving licence number helps insurers check information to prevent fraud and reduce incidences of negligent misrepresentation and non-disclosure.
 11. The Motor Insurance Database (MID); information relating to Your insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB) and the Motor Insurers' Information Centre (MIIC). MID and the data stored on it may be used by certain statutory and / or authorised bodies including the Police, the DVLA, the DVLNI, Highways England, Anti-Fraud Organisations, the Insurance Fraud Bureau, any other third party who is authorised by the MIB or MIIC to have access for the purpose of checking motor insurance details of individuals for the detection and prevention of crime, and other bodies permitted by law for purposes not limited to but including:
 - a) Electronic Licencing;
 - b) Continuous Insurance Enforcement;
 - c) Law enforcement (prevention, detection, apprehension, and/or prosecution of offenders);
 - d) The provision of government services and other services aimed at reducing the level and incidence of uninsured drivers.
- If You are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information. Persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds Your correct registration number. If it is incorrectly shown on the MID You are at risk of having Your vehicle seized by the Police. You can check that Your correct registration number details are shown on the MID at www.askmid.com.

Administration

To manage and administer Our relationship with You, including Your registrations, transactions and communications with Us, to perform all orders and contracts with You, to provide the products and information You request, and to respond to Your comments, questions and support requests, and to monitor compliance with and enforce the terms of Our relationship and any contracts with You.

Telephone Calls

We may monitor and record telephone calls for the purpose of security and training.

Market Research/Data Analysis

To help improve Our services We, Your Agents and recipients of Your Personal Data may also use Your Personal Data for the purposes of marketing research and data analysis. This helps to develop and improve the products and services that are offered.

Complaints

To investigate and respond to complaints made in relation to insurance policies We underwrite.

To prevent and detect fraud

Before We provide services, goods or financing to You, We undertake checks for the purposes of preventing fraud and money laundering, and to verify Your identity. These checks require Us to process personal data about You.

The personal data You have provided, We have collected from You, or We have received from third parties will be Used to prevent fraud and money laundering, and to verify Your identity.

Details of the personal information that will be processed include, for example: name, address, date of birth, contact details, financial information, employment details, device identifiers including IP address and vehicle details.

We and fraud prevention agencies may also enable law enforcement agencies to access and Use Your personal data to detect, investigate and prevent crime.

We process Your personal data on the basis that We have a legitimate interest in preventing fraud and money laundering, and to verify identity, in order to protect Our business and to comply with laws that apply to Us. Such processing is also a contractual requirement of the services or financing You have requested.

Fraud prevention agencies can hold Your personal data for different periods of time, and if You are considered to pose a fraud or money laundering risk, Your data can be held for up to six years.

If We, or a fraud prevention agency, determine that You pose a fraud or money laundering risk, We may refuse to provide the services or financing You have requested, or to employ You, or We may stop providing existing services to You.

A record of any fraud or money laundering risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services, financing or employment to You. If You have any questions about this, please contact Us on the details below.

Whenever fraud prevention agencies transfer Your personal data outside of the European Economic Area, they impose contractual obligations on the recipients of that data to protect Your personal data to the standard required in the European Economic Area. They may also require the recipient to subscribe to 'international frameworks' intended to enable secure data sharing.

Your Rights

Your personal data is protected by legal rights, which include Your rights to object to Our processing of Your personal data; request that Your personal data is erased or corrected; request access to Your personal data.

For more information or to exercise Your data protection rights, please contact Us Using the contact details below.

If You would like to read the full details of how Your data may be used please view Our privacy statement here: www.haven.gi/privacystatement, phone Us on 0345 0920704, email dataprotection@haven.gi, or write to Us at Haven Insurance Company Limited, No. 1 Grand Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA.

You also have the right to complain to the Information Commissioner's Office (UK) or the Gibraltar Regulatory Authority (Gibraltar) which regulate the processing of personal data:

Information Commissioner's Office

**Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
www.ico.org.uk**

Gibraltar Regulatory Authority

**2nd Floor Eurotowers 4
1 Europort Road
Gibraltar
www.gra.gi**

COMPLAINTS

We're committed to providing You with a first class service but We recognise that there may be an occasion when You feel We may not have done this and You wish to make a complaint. We will always try to resolve any complaint speedily and at the earliest possible stage.

If You are not satisfied with the service provided by Your Agent, please contact them. If You are not satisfied with Our service please contact Us straight away by calling Us on **0345 0920704** or by emailing **complaints@haven.gi**

If You want to make a complaint in writing please contact our Customer Relations Team at:

**Customer Relations
Haven Insurance Company Limited
No.1 Grand Ocean Plaza
Ocean Village
Gibraltar
GX11 1AA**

We will try to resolve Your complaint on receipt but if this is not possible then We will send You a written acknowledgement after We receive Your complaint. This will tell You the name of the person handling Your complaint and enclose Our complaints procedure leaflet.

We will write to You to confirm Our resolution of Your complaint. If We have not resolved Your complaint within eight weeks, or if Your complaint is still not resolved to Your satisfaction, You have the right to refer Your complaint to the Financial Ombudsman Service. The contact details for the Financial Ombudsman Service are:

**Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Telephone: 0800 0234567
www.financial-ombudsman.org.uk**

The Financial Ombudsman Service will handle most complaints You might have, but there are some instances that fall outside its authority. The Ombudsman's decision is binding upon Us, but You are free to reject it without affecting Your legal rights.

PREMIUM PAYMENTS

You may pay for Your policy either annually, or Your Agent may be able to offer You a payment plan by monthly direct debit.

We may at Our option deduct any outstanding premiums due from any claims entitlement due in respect of a loss under this policy.

Unusual circumstances

1. If Your Taxi is deemed by Us to be Beyond Economic Repair before You have paid all monthly instalments, the outstanding premium will be deducted from any payment to Your Taxi's owner under this insurance.
2. Any extra premium arising from changes to this insurance must be paid immediately. Your Agent may be able to offer You a monthly payment plan.

CHANGES TO YOUR POLICY

If You change Your policy or ask Us or Your Agent to re-issue documentation:

1. Your Agent will advise You about any change in premium.
2. We or Your Agent may charge You an administration fee for making changes to Your policy.

CLAIMS PROCESS REMINDER

IF YOU ARE INVOLVED IN AN ACCIDENT YOU SHOULD:

EXCHANGE DETAILS

Names, addresses and phone numbers with everyone involved including witnesses. (Get into a safe position before you start, i.e. away from the risk of other traffic.)

NEVER ADMIT LIABILITY at the scene of the accident.

EXCHANGE REGISTRATION NUMBERS

& makes/models of any vehicles involved.

TAKE PICTURES (use your phone)

If safe to do so, photograph the vehicles, registration numbers, any passengers and the scene of the accident.

IF ANY PARTY IS INJURED, CALL 999

(Police & ambulance).

Any accident/incident which may give rise to a claim on this policy must be reported to us within 24 hours of occurring on: 0345 092 0700 OR text "CLAIM" to 83118

WE WILL DO THE REST!



May 2019 Version 4.1

HAVEN
INSURANCE

www.haven.gi

HAVEN INSURANCE COMPANY LTD.

Registered office:

No.1 Grand Ocean Plaza, Ocean Village,
Gibraltar, GX11 1AA

Registered number: 85914



FARADAY

Liability Insurance Policy



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INTRODUCTION

This Introduction, the Customer Service Information, the General Definitions, General Conditions, General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements all form part of this Policy.

In return for the payment of premium stated in the **Schedule**, **We** agree to insure **You** in respect of a valid claim under this Policy as more fully defined in Sections 1 – 4 (as applicable), and as stated in the **Schedule**, subject to this introduction, the Customer Service Information, the General Definitions, General Conditions, General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

This Policy should be kept in a safe place. **You** may need to refer to it if **You** have to make a claim. It is recommended that **You** retain details of **Your** Employers' Liability Policy for at least 40 years.

Wherever words appear in **Bold** in this Policy they will have the meaning shown in the General Definitions on pages 6-7 or as otherwise stated in any particular section or the **Schedule**.

IMPORTANT REMINDER

It is important that:

- **You** check that the information **You** have given **Us** is accurate and up to date – See the Customer Service Information section for more details
- **You** must read and understand the Policy
- **You** comply with **Your** duties under each section and under the Policy as a whole
- **You** check that the sections **You** have requested are included in the **Schedule**
- If **You** are uncertain regarding **Your** responsibilities and how they relate to this Policy, **You** should contact **Your** insurance broker in the first instance. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau or seek independent legal advice from a solicitor.

Signed for and on behalf of Faraday Underwriting Limited
For and on behalf of Syndicate 435 at Lloyd's



Mark Rayner
Chief Underwriting Officer

CUSTOMER SERVICE INFORMATION

IMPORTANT INFORMATION ABOUT HOW WE WILL DEAL WITH CLAIMS UNDER THIS POLICY AND THE INFORMATION YOU HAVE GIVEN US. PLEASE READ THIS CAREFULLY.

Information You have given us

In deciding to accept this Policy and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat **Your** Policy as if it never existed and decline all claims. **We** may not return premium already paid by **You** in this situation.

If **We** establish that **You** provided us with false, incomplete or misleading information, it can adversely affect **Your** Policy and any claim.

For example:

- where **We** could have accepted the risk and offered **You** a Policy but **We** would have charged a higher premium, **We** may only pay a percentage of any claim that **You** make under the Policy. **We** would do this by considering the premium **We** actually charged as a percentage of the higher premium **We** would have charged and then paying **You** the same percentage of any claim.

So, as an example: if the premium **We** actually charged was £250 and the higher premium **We** would have charged was £1,000, then the premium **We** actually charged represents 25% of the higher premium **We** would have charged and **We** shall only pay 25% of any claim;

- **We** may treat this Policy as if it had never existed and refuse to pay all claims and return the premium, subject to a deduction for any commission paid to **Your** insurance broker. **We** will only do this if the false, incomplete or misleading information means that **We** provided **You** with insurance cover when **We** would not otherwise have offered it at all had the risk been fairly presented;
- if **We** would have written the risk on different terms had it been fairly presented, **We** may amend the Policy to include these terms. **We** may apply these amended terms as if they were already in place before a claim is made;
- **We** may cancel **Your** Policy in accordance with its cancellation provisions.

We will write to **You** if **We**:

- intend to treat **Your** Policy as if it never existed; or
- amend the terms of **Your** Policy; or
- reduce **Your** claim in accordance with the above.

If **You** become aware that information **You** have given **Us** is inaccurate or incomplete, **You** must inform **Us** without delay.

About us

Your Policy is underwritten by Faraday Underwriting Limited for and on behalf of Syndicate 435 at Lloyd's. Faraday Underwriting Limited is a limited company registered in England under company number 01682486. The registered office of Faraday Underwriting Limited is:

Faraday Underwriting Limited, Corn Exchange, 55 Mark Lane, London EC3R 7NE

Faraday Underwriting Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority and may be found on the Financial Services Register at <https://register.fca.org.uk/>

Coverholder who has arranged Your cover

Your Policy has been arranged through Acorn Insurance and Financial Services Limited trading as Granite Underwriting, who is a limited company registered in England under company number 01636386. The registered office of Acorn Insurance and Financial Services Limited trading as Granite Underwriting, is: 98 Liverpool Road, Formby, Liverpool, Merseyside, L37 6BS.

Acorn Insurance and Financial Services Limited trading as Granite Underwriting is authorised and regulated by the Financial Conduct Authority and their details may be found on the Financial Services Register at <https://register.fca.org.uk/>

Acorn Insurance and Financial Services Limited trading as Granite Underwriting acts as agent for **Us** for all matters relating to the performance of your policy which grants Acorn Insurance and Financial Services Limited trading as Granite Underwriting authority to underwrite insurance on **Our** behalf.

Enquiries

If **You** have a general enquiry regarding **Your** Policy please contact Acorn Insurance and Financial Services Limited trading as Granite Underwriting. **You** may wish to do this through **Your** insurance broker whose contact details are shown in the **Schedule**.

How to make a claim

If **You** need to report a claim or an incident that may result in a claim please contact Acorn Insurance and Financial Services Limited trading as Granite Underwriting. **You** may wish to do this through **Your** insurance broker whose contact details are shown in the **Schedule**. There are a number of important conditions in relation to any claim **You** make, please see pages 9-10 for more details.

Things You must do

There are conditions contained in this Policy that are conditions precedent to **Our** liability, please refer to General Conditions 1 – 7 on pages 9-10 of this Policy. If **You** breach any of these conditions precedent **We** may deny **Your** claim, or reduce the amount **We** pay **You**.

How to make a complaint

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service. If **You** have any questions or concerns about **Your** Policy or the handling of a claim **You** should, in the first instance, contact **Your** insurance broker, whose contact details are shown in the **Schedule**.

In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time by referring the matter either to **Us** at:

Post: Complaints Manager, Faraday Underwriting Limited, Corn Exchange, 55 Mark Lane, London EC3R 7NE
 Email: faraday.complaints@faraday.com

Or the Complaints Team at Lloyd's:

Post: Complaints, Lloyd's, One Lime Street, London EC3M 7HA
 Telephone: 0207 327 5693
 Fax: 0207 327 5225
 E-mail: complaints@lloyds.com
 Website: www.lloyds.com/complaints

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR
 Telephone: 0800 023 4 567 (*calls to this number are free from "fixed lines" in the UK*) or 0300 1239123 (*calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK*)
 Email: complaint.info@financial-ombudsman.org.uk

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at www.financialombudsman.org.uk. Making a complaint does not affect **Your** right to take legal action.

Cancellation

You can cancel this insurance at any time by writing to Acorn Insurance and Financial Services Limited trading as Granite Underwriting using the contact details on page 4. **You** may wish to do this through **Your** insurance broker whose contact details are shown in the **Schedule**. Full cancellation conditions are included in the General Conditions on pages 9-10.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** cannot pay a claim to **You** under this Policy. If **You** are entitled to compensation under the scheme, how much compensation **You** would receive would depend on the nature of this Policy. **You** can get more information about the scheme from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website at www.fscs.org.uk

Data Protection

The defined terms used in this section shall have the meaning given to those terms in the Data Protection Act 1998 (as may be amended or replaced from time to time).

In the course of providing insurance services to **You**, **We** may have access to Personal Data. **You** have confirmed that **You** have obtained all necessary authorisations and approvals from Data Subjects prior to disclosing any Personal Data to **Us** (whether such disclosure is made directly by **You** to **Us** or indirectly by **You** to any agent acting on **Your** or on **Our** behalf). **We** shall be the Data Controller of any Personal Data provided.

We undertake that **We** shall only use any Personal Data provided to **Us** for the purposes of performing **Our** services in connection with **Our** contract of insurance with **You**. This will include the processes of underwriting, administration and claims assessment as well as any necessary services that **We** may provide.

We will hold all Personal Data securely and shall limit access to such Personal Data to those who have a need to see it. By entering into this Policy with **Us**, **You** consent to **Us** sharing any Personal Data provided with **Our** group companies, and any agents, reinsurers, claims handlers, loss adjusters, medical professionals and other professional advisors, healthcare management companies and any other necessary service providers in connection with the contract of insurance between **You** and **Us**.

You acknowledge that **We** may be required as a matter of law or regulation to disclose Personal Data provided to **Us** to a Court of law or regulatory body such as the **PRA** or the **FCA** or **Lloyd's** or **ELTO** or any other public body or authority of competent jurisdiction and **You** consent to any such disclosure.

You acknowledge that the insurance industry maintains certain registers for the purposes of fraud prevention and **You** consent to **Us** sharing Personal Data provided to **Us** with fraud prevention agencies and other insurance companies for the purposes of fraud prevention and to validate **Your** claims history.

Headings

The section headings used in this Policy are for reference purposes only and shall not affect the meaning or interpretation of this Policy.

GENERAL DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters within the Policy the **Schedule** and Endorsements and Extensions.

Business	<p>means the business as described in the Schedule and shall include:</p> <ul style="list-style-type: none"> • the ownership, repair and maintenance of Your business property; • the provision and management of canteen, social, sports and welfare activities for Your benefit or the benefit of Your Employees; • the provision and management of first aid, fire, security and ambulance services; • the performance of private duties carried out by Your Employees with Your written consent for any of Your principals, including directors, partners, or senior officials, <p>and no other Business for the purposes of this Policy.</p>
ELTO	<p>means the Employers' Liability Tracing Office or any successor body or bodies to it.</p>
Employee	<p>means:</p> <ul style="list-style-type: none"> • any person under a contract of service or apprenticeship with You; • any labour master or labour only sub-contractor or person supplied by any of them; • any self-employed person; • any person under a contract of service or apprenticeship with another employer and who is hired to, or borrowed by, You; • any person participating in any government or otherwise authorised work experience, training, study exchange or similar scheme; • any volunteers, <p>whilst working for You in the course of the Business.</p>
Excess	<p>means the amount specified in the Schedule for which You will be responsible in respect of each and every claim in respect of loss of, or damage to, Property.</p>
FCA	<p>means the Financial Conduct Authority or any successor body or bodies to it.</p>
Goods	<p>means any goods or products (including containers, labelling instructions, or advice provided) manufactured, sold, supplied, erected, repaired, altered, treated, transported, serviced, or installed by You in the course of the Business.</p>
Injury	<p>means bodily injury, death, illness, disease, or shock causing bodily injury.</p>
Lloyd's	<p>means Lloyd's of London or any successor body or bodies to it.</p>
Offshore	<p>means from the moment in time that an Employee shall embark onto any conveyance at the point of final departure on land to any offshore installation, until the moment in time that an Employee shall disembark from any conveyance onto land upon their return from any offshore installation.</p>
Policy Period	<p>means the period stated in the Schedule.</p>
PRA	<p>means the Prudential Regulation Authority or any successor body or bodies to it.</p>
Property	<p>means material property.</p>
Schedule	<p>means the Schedule attached to this Policy.</p>

Terrorism

means any act(s), of any person(s) or organisation(s) involving:

- (a) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- (b) putting the public or any section of the public in fear;

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

We, Us, Our

means Faraday Underwriting Limited, for and on behalf of Syndicate 435 at Lloyd's.

You, Your, Yours

means the person or persons or corporate body named in the **Schedule** and includes:

- any subsidiary company which is named in the **Schedule** operating in or from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- at **Your** written request:
 - any principal including, any director, partner, or senior official, or any **Employee** of **Yours**, while acting on **Your** behalf, of or in the course of their employment or engagement by **You**, in respect of liability for which **You** would have been entitled to insurance under this Policy if the claim against any such person had been made against **You**;
 - any officer, member or **Employee** of **Your** canteen, social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity as such;
 - any principal, including any director, partner or senior official of **Yours**, in respect of private work carried out by any **Employee** of **Yours** for any such person with **Your** consent;
- in the event of **Your** death, **Your** personal representatives in respect of liability incurred by **You**, provided that such person shall, as though they were **You**, observe, fulfil and be subject to this Policy including the Introduction, the Customer Service Information, the General Definitions, General Conditions, General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements as far as they can apply.

LEGISLATION

In this Policy **We** make reference to various laws and statutes. There follows a brief description of each. This is intended for information purposes only and is not part of **Your** Policy terms.

The laws and statutes referred to below shall apply as amended or replaced from time to time.

Consumer Protection Act 1987	Designed to protect consumers from products that do not reach a reasonable level of safety.
Contracts (Rights of Third Parties) Act 1999	Makes provision for the enforcement of contractual terms by third parties.
Corporate Manslaughter and Corporate Homicide Act 2007	States that companies and organisations can be found guilty of corporate manslaughter or homicide if serious management failures cause a person’s death and amount to a breach of a duty of care.
Data Protection Act 1998	Controls how an individual’s personal information is used by organisations, businesses or the government.
Defective Premises Act 1972	Imposes duties in connection with the provision of premises and imposes liability for injury or damage caused to persons through defects in the state of the premises. In certain circumstances the duty of care is extended to after the premises have been disposed of.
Defective Premises (Northern Ireland) Order 1975	Imposes duties in connection with the provision of premises and imposes liability for injury or damage caused to persons through defects in the state of the premises. In certain circumstances the duty of care is extended to after the premises have been disposed of.
EU Environmental Liability Directive 2004/35/EC	Establishes a framework based on the “polluter pays” principle to prevent and remedy environmental damage.
Food Safety Act 1990	Provides the framework for all food legislation in Britain and sets out the duties of food producers and food handlers in relation to food safety.
Health and Safety at Work etc Act 1974	Places duties on all employers to ensure, so far as reasonably practicable, the health, safety and welfare at work of all employees.
Health and Safety at Work (Northern Ireland) Order 1978	Places duties on all employers to ensure, so far as is reasonably practicable, the health, safety and welfare at work of all employees.
Road Traffic Act 1988	Consolidates certain enactments relating to road traffic, including road safety, construction and use of vehicles and equipment, licensing of drivers of vehicles, driving instruction and third-party liabilities.
Road Traffic Northern Ireland Order 1981	Relates to road traffic, including road safety, licensing of drivers of vehicles, regulation of motor vehicles, foreign vehicles and insurance against third-party liabilities.

GENERAL CONDITIONS

These apply to all Sections of this Policy and all Endorsements and Extensions unless otherwise stated.

<p>Claims conditions</p>	<p>(1). (a) It is a condition precedent that You give notice in writing without delay of anything which may give rise to any claim being made against You and for which there may be liability under this Policy. If You do not do so We may reject or be unable to deal with Your claim or be unable to pay Your claim in full. Details of how to give this notice are given on page 4.</p> <p>(b) It is a condition precedent that You give notice in writing without delay when any claim is actually made against You (whether written or oral) and for which there may be liability under this Policy. If You do not do so We may reject or be unable to deal with Your claim or be unable to pay Your claim in full. Details of how to report a claim are given on page 4.</p> <p>(c) It is a condition precedent that You advise Us in writing without delay if at any time You know of any impending prosecution, inquest or fatal accident inquiry in connection with any claim or circumstance notified under (a) or (b) above. If You do not do so We may reject or be unable to deal with Your claim or be unable to pay Your claim in full. Details of how to give this notice are given on page 4.</p> <p>(2). It is a condition precedent that You shall without delay provide Us with such particulars and information as We may require in relation to any occurrence or claim notified to Us, and shall forward to Us, without delay on receipt, every letter, claim form, writ, summons, process, or any other legal papers. If You do not do so We may reject or be unable to deal with Your claim or be unable to pay Your claim in full.</p>
<p>Claims Control</p>	<p>We shall be entitled to take over and conduct in Your name the defence or settlement of any claim, and may prosecute at Our own expense and for Our benefit any claim for insurance or damages against any other persons, and You shall give all information and assistance required. If You do not do so We may reject or be unable to deal with Your claim or be unable to pay Your claim in full. No admission of liability or offer, promise or payment shall be made without Our written consent.</p>
<p>Maximum sums payable</p>	<p>(3). We may at any time at Our sole discretion pay to You the maximum sum payable under this Policy or any lesser sums for which any claim or claims can be settled. If We do this, We shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment, provided that in the event of a claim such costs and expenses shall not exceed an amount being in the same proportion as Our payment to You bears to the total payment made by You or on Your behalf in settlement of the claim or claims.</p>
<p>Care and prevention</p>	<p>(4). It is a condition precedent that You shall take all care to prevent accidents and to maintain and keep in proper repair Your premises, plant and everything used in the Business. You shall make good or remedy any defect or danger which becomes apparent, and take such additional precautions as the circumstances may require. You must also take all care to act in accordance with all statutory obligations and regulations and to employ only competent Employees. If You do not do so We may reject or be unable to deal with Your claim or be unable to pay Your claim in full.</p>

Cancellation

- (5). **We** can cancel this insurance by giving **You** fourteen (14) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):
- non-payment of premium;
 - a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
 - non-cooperation or failure to supply any information or documentation **We** request; or
 - threatening or abusive behaviour or the use of threatening or abusive language.

If this insurance is cancelled then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium, subject to a deduction for any commission paid to **Your** insurance broker. If **We** have paid any claim, or part of any claim, then no refund of premium will be allowed.

Other insurance

- (6). If at the time of any claim there is, or but for the existence of this Policy would be, any other insurance in favour of or purchased by **You** or on **Your** behalf, applicable to such claim, **We** shall not be liable under this Policy to pay **You** in respect of such claim except beyond the amount which would be payable under such other insurance had this Policy not been purchased.

Risk Improvement Requirements

- (7). It is a condition precedent that **You** shall comply and continue to comply with all risk improvement requirements that have been notified to **You** and agreed to by or on **Your** behalf. If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

Changes in circumstances

- (8). **You** shall, without delay, give notice in writing of any change in the information **You** provided **Us** with. If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

Governing Law

- (9). The laws of England and Wales will apply to this Policy and any attached endorsements unless **We** agree otherwise with **You** in writing before issuing the Policy. Any disputes arising under this Policy shall be subject to the exclusive jurisdiction of the English Courts.

Contract (Rights of Third Parties) Act 1999

- (10). A person who is not a party to this contract has no right under the Contract (Rights of Third Parties) Act 1999 (as may be amended or replaced from time to time) to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Several Liability

- (11). **Our** obligations under this Policy are several and not joint and are limited solely to the extent of **Our** individual subscription. **We** are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.

Premium Adjustment

- (12). **You** may be required to pay additional premium. If this Policy is written on an adjustable basis please refer to the Premium paragraph of **Your Schedule** for further details.

GENERAL EXCLUSIONS

General Exclusions (1) to (7) apply to all Sections of this Policy and all Endorsements and Extensions unless otherwise stated. **We** will not cover **You** in respect of:

United States and Canada	(1). any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgment award or settlement either in whole or part) unless You have requested that there shall be no such limitation and have accepted the terms offered by Us in granting such cover, which offer and acceptance must be subject to specific endorsement to this Policy.
Radioactive and nuclear	(2). any liability caused by, or contributed to, by, or arising from: <ul style="list-style-type: none"> • ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel • the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component, <p>but as far as concerns Injury to any Employee which arises out of and in the course of their employment or engagement by You this exclusion shall apply only in respect of:</p> <ul style="list-style-type: none"> • liability of any principal, including directors, partners, or senior officials • liability assumed by You by agreement and which would not have attached in the absence of such agreement.
Punitive damages	(3). any liability for punitive, multiplied or exemplary damages, fines or penalties.
Terrorism	(4). any liability as a result of Terrorism , except as provided in Section 1, Extension 3.
Contractual liability	(5). any liability which is assumed by You by agreement, unless such liability would have attached in the absence of such agreement.
Legal Restrictions	(6). any cover, claim or benefit under this Policy where doing so would breach any sanction, prohibition or other restrictions imposed by law or regulation.
Asbestos	(7). Injury , loss, damage, cost or expense of any kind caused by, or contributed to, by, or arising from, the manufacture, production, storage or handling of asbestos or materials containing asbestos. <p>This Exclusion shall not apply to the accidental discovery of asbestos, or materials containing asbestos fibre, provided that without delay, upon discovery all handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, ceases and any subsequent handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, is carried out by qualified licensed subcontractors on terms which will indemnify You for all liability arising out of such work.</p>

General Exclusions (8) to (13) apply to Sections 2, 3 and 4 of the Policy and any Endorsements and Extensions under these Sections. **We** will not cover **You** in respect of:

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| Employment | (8). Injury sustained by an Employee which arises out of and in the course of their employment or engagement by You . |
| War | (9). loss of, or damage, or legal liability occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to Property by or under the order of any government, or public, or local authority. |
| Defective Workmanship | (10). loss of, or damage to, or any costs or expense incurred in repairing, replacing, removing, rectifying, recalling, or making any refund in respect of Goods . |
| Watercraft, Aircraft and Offshore | (11). liability arising from Goods used with Your knowledge in connection with aircraft and other aerospace devices (including drones), watercraft, or Offshore structures. |
| Removal of hazardous materials | (12). Injury , loss, damage, cost or expense of any kind caused by, resulting from or in connection with, any component building material that must be removed, encapsulated or otherwise abated because its presence or release is a hazard to human health. |
| Fungus and Mould | (13). Injury , loss, damage, cost or expense of any kind caused by, resulting from or in connection with any fungus of any kind, including but not limited to mildew, mould, spores or allergens. |

General Exclusion (14) applies to Sections 2 and 3 of the Policy and any Endorsements and Extensions under these Sections. **We** will not cover **You** in respect of:

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| Pollution | (14). any liability caused by, or arising out of pollution, or contamination of buildings or other structures or of water or land or the atmosphere, but this exclusion shall not apply in respect of pollution or contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the Policy Period stated in the Schedule . |
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SECTION 1: EMPLOYER’S LIABILITY

The following conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

What is covered	Limitations and exclusions
<p>SCOPE OF COVER</p> <p>(1) All sums which You shall become legally liable to pay as damages including claimants’ costs and expenses in respect of Injury sustained by an Employee of Yours arising out of and in the course of their employment or engagement by You and caused during the Policy Period stated in the Schedule in connection with the Business and occurring within the Geographical Limits given below.</p> <p>(2) All costs and expenses incurred by You (except as described in 3 below) with Our written consent in respect of any claim against You which may be covered by this Policy.</p> <p>(3) The payment of legal and other defence fees incurred with Our written consent, up to a limit of £50,000 arising out of any one occurrence, for Your representation at any Coroner’s Inquest or Fatal Accident Inquiry in respect of any death, and at which Your Employee or principal, including any director, partner, or senior official, has been requested to give evidence, and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Injury which may be covered by this Policy.</p> <p>LIMITS OF LIABILITY The most We will pay under this Section in respect of any one claim against You, or series of claims against You arising out of one occurrence, inclusive of all costs and expenses shall not exceed in the aggregate the Limit of Liability stated in the Schedule.</p> <p>GEOGRAPHICAL LIMITS In this section, Geographical Limits means Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or whilst temporarily outside the countries named above provided that any such Employee is: (a) ordinarily resident in any of the above countries; and (b) engaged in non-manual work.</p>	<p>We shall not cover You under this Section against liability:</p> <p>(a) for Injury sustained by any Employee:</p> <p>(i) in respect of which compulsory insurance is required to be arranged by You under the Road Traffic Act 1998 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation; or</p> <p>(ii) whilst Offshore other than as referred to in Extension 2 of this Section 1.</p>

What is covered	Limitations and exclusions
<p>RIGHTS OF RECOVERY</p> <p>The cover under this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man. You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law.</p>	

SECTION 1 EXTENSIONS

The following Extensions only apply if this Section is operative and if specified in the **Schedule**, and are in addition to the General Extensions.

What is covered	Limitations and exclusions
<p>1. UNSATISFIED COURT JUDGMENTS</p> <p>(a) Where a judgment for damages has been obtained by any Employee or their legal personal representatives:</p> <ul style="list-style-type: none"> (i) in respect of Injury sustained by the Employee arising out of and in the course of their employment by You; (ii) against any company or individual operating from, or resident within, the Geographical Limits in any court situated in the Geographical Limits, and such judgment remains unsatisfied in whole or in part 6 months after the date of judgment, at Your request. <p>We will pay to the Employee or their legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.</p> <p>(b) If any payment is made by Us the Employee or their said legal personal representatives shall assign the judgment to Us.</p> <p>(c) Our liability for damages, costs and expenses shall not exceed the amount stated as the Limit of Liability in the Schedule.</p>	<p>We will not cover any judgment where an appeal remains outstanding.</p>
<p>2. OFFSHORE</p> <p>If We are required by compulsory insurance regulations then We will make a payment in respect of Injury occurring Offshore.</p>	<p>The amount We will pay You shall be limited to £5,000,000 any one occurrence.</p>
<p>3. TERRORISM</p> <p>Injury as a result of Terrorism to any Employee of Yours which arises out of and in the course of employment or engagement by You.</p>	<p>We shall not cover You in respect of liability in excess of £5,000,000 any one occurrence.</p>

SECTION 2: PUBLIC LIABILITY

The following Conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

What is covered	Limitations and exclusions
<p>SCOPE OF COVER</p> <p>(1) All sums which You shall become legally liable to pay as damages including claimants’ costs and expenses in respect of:</p> <ul style="list-style-type: none"> (a) Accidental Injury to any person; (b) Accidental physical loss of, or physical damage to, Property; (c) Obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement; (d) Wrongful arrest, wrongful detention, false imprisonment, or malicious prosecution; <p>in connection with the Business and occurring anywhere within the Geographical Limits given below during the Policy Period stated in the Schedule.</p> <p>(2) All costs and expenses incurred by You (except as described in 3 below) with Our written consent in respect of any claim against You which may be covered by this Policy.</p> <p>(3) The payment of legal and other defence fees incurred with Our written consent, up to a limit of £50,000 arising out of any one occurrence, for Your representation at any Coroner’s Inquest or Fatal Accident Inquiry in respect of any death and at which Your Employee or principal, including any director, partner, or senior official, of Yours has been requested to give evidence and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Injury or loss of or damage to Property which may be covered by this Policy.</p> <p>LIMITS OF LIABILITY</p> <p>The most We will pay under this Section (including any extensions) for damages in respect of any one claim against You or series of claims against You arising out of one occurrence shall not exceed in the aggregate the Limits of Liability stated in the Schedule.</p> <p>Any costs and expenses incurred by You in respect of this Section under this Policy will be payable in addition to the Limits of Liability stated in the Schedule.</p>	<p>We shall not cover You under this Section:</p> <ul style="list-style-type: none"> (a) for loss of, or damage to, Property belonging to You, or in Your custody or control, or in the custody or control of Your Employees other than: <ul style="list-style-type: none"> (i) personal effects (including vehicle and their contents) of Employees or visitors; (ii) any premises including their contents, not being premises leased or rented to You, which are temporarily occupied by You for the purpose of carrying out work there; (iii) any other Property on which You or any of Your Employees or agents is or has been carrying out work, but We will not cover You in respect of loss or damage to that part of any Property being worked upon; (b) for loss arising from the ownership, possession or use under Your control or the control of any of Your Employees of: <ul style="list-style-type: none"> (i) any mechanically propelled vehicle, including anything attached to it, used in circumstances where insurance or security is required by any road traffic legislation or where insurance is provided by any other policy or security; (ii) any craft intended to travel through air or space, or other aerial devices, hovercraft, or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length); (c) for loss caused by any Goods after they have left Your custody or control, other than food or drink supplied primarily for the use of Your Employees or for entertainment purposes; (d) for loss arising from professional advice given separately for a fee or other charge by You or by anyone on Your behalf or in circumstances where a fee would normally be charged; (e) the amount shown as Excess stated in the Schedule.

What is covered	Limitations and exclusions
<p>GEOGRAPHICAL LIMITS</p> <p>In this section, Geographical Limits means:</p> <p>(1) Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;</p> <p>(2) Elsewhere in the world arising out of temporary Business visits by Employees:</p> <ul style="list-style-type: none"> • ordinarily resident in any of the aforesaid countries; • engaged in non-manual work. 	

SECTION 2 EXTENSIONS

The following Extensions only apply if this Section is operative and if specified in the **Schedule**, and are in addition to the General Extensions.

What is covered	Limitations and exclusions
<p>1. MOTOR VEHICLES TOOL OF TRADE RISK</p> <p>We will cover You in respect of liability for Injury or loss of or damage to Property caused by or arising from:</p> <p>(a) the use of plant as a tool of trade at Your premises or on any site at which You are working;</p> <p>(b) the loading or unloading of any vehicle or the bringing to, or taking away of, a load from any vehicle;</p> <p>(c) damage to any building, bridge, weighbridge road or to anything beneath, caused by vibration or by the weight of any vehicle or its load.</p>	<p>We will not cover You against liability:</p> <p>(a) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle;</p> <p>(b) for which insurance is provided by any other policy.</p>
<p>2. MOTOR CONTINGENT LIABILITY</p> <p>We will cover You in respect of liability for Injury or damage to Property arising from the ownership, possession or use under Your control or the control of any of Your Employees of any mechanically propelled vehicle, including anything attached to it, used in circumstances where insurance or security is required by any road traffic legislation or where insurance is already provided by any other policy or security, caused by or arising from any motor vehicle or anything attached to it, not belonging to or provided by You, being used by an Employee in the course of the Business.</p>	<p>We shall not cover You against liability:</p> <p>(a) in respect of damage to any such vehicle or anything attached to it or Property being conveyed by such vehicle or anything attached to it;</p> <p>(b) for which insurance is already provided by any other policy;</p> <p>(c) caused or arising whilst such vehicle or anything attached to it is:</p> <ul style="list-style-type: none"> (i) engaged in racing, pace-making, reliability trials, or speed testing; or (ii) driven by the You; or

What is covered	Limitations and exclusions
	<p>(iii) being driven with Your consent or the consent of anyone acting on Your behalf by any person who to Your, or anyone acting on Your behalf's, knowledge does not hold a licence to drive such vehicle; or</p> <p>(iv) used outside the Geographical Limits.</p>
<p>3. MOVEMENT OF OBSTRUCTING VEHICLES</p> <p>We will cover You in respect of liability for Injury or loss of or damage to Property caused by or arising from any vehicle (not owned or hired by or lent to You) being driven by You or by any Employee with Your permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians.</p> <p>We will only cover You under this Section extension if:</p> <ul style="list-style-type: none"> (a) movements are limited to vehicles parked on or obstructing Your premises, or any site at which You are working; and (b) the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle; and (c) the vehicle causing obstruction is driven by use of the owner's ignition key. 	<p>We will not cover You against liability:</p> <ul style="list-style-type: none"> (a) in respect of damage to such vehicle; (b) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle.
<p>4. DEFECTIVE PREMISES ACT</p> <p>We will cover You in respect of liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any premises previously owned or occupied by You for purposes pertaining to the Business and which have since been disposed of by You.</p>	<p>We will not cover You against liability:</p> <ul style="list-style-type: none"> (a) for which insurance is already provided by any other policy; (b) for the costs of making good any defect or alleged defect in such premises.
<p>5. LEASED OR RENTED PREMISES</p> <p>We will cover You in respect of liability for loss of, or damage to, premises including their contents being leased or rented to You.</p>	<p>We will not cover You against liability assumed by You under any agreement, which would not have attached in the absence of such agreement.</p>

What is covered	Limitations and exclusions
<p>6. OVERSEAS PERSONAL THIRD PARTY LIABILITY</p> <p>We will cover:</p> <p>(a) You; and</p> <p>(b) at Your request:</p> <p style="padding-left: 20px;">(i) any principal, including any director, partner, senior official, or any Employee of Yours;</p> <p style="padding-left: 20px;">(ii) any spouse or child of the persons stated in (a) or (b)(i) above who are accompanying such persons</p> <p>in respect of personal liability incurred by such persons for accidental Injury to any person or accidental loss of or damage to Property in connection with an event occurring in a country outside of the Geographical Limits of Section 2 whilst on a temporary visit to such country in connection with the Business.</p> <p>Provided that:</p> <p>(a) any insured person under this Section Extension shall as though they were You be subject to the introduction, the customer service information, the general definitions, general conditions, general exclusions, sections, section extensions, the Schedule and any endorsements to this Policy;</p> <p>(b) nothing in this Section Extension shall increase Our liability to pay any amount exceeding the Limits of Liability stated in the Schedule, regardless of the number of persons claiming to be covered.</p>	<p>We shall not cover You in respect of:</p> <p>(a) contractual liability;</p> <p>(b) liability for which insurance is already provided by any other policy;</p> <p>(c) liability in respect of damage to Property belonging to or in the custody or under the control of any insured person under this Section Extension;</p> <p>(d) liability in respect of Injury to any insured person under this Section Extension;</p> <p>(e) liability caused by or arising from:</p> <p style="padding-left: 20px;">(i) the ownership or occupation of land or buildings;</p> <p style="padding-left: 20px;">(ii) the carrying on of any business, profession, trade or employment;</p> <p style="padding-left: 20px;">(iii) the ownership, possession or use of animals other than domestic dogs or cats.</p>
<p>7. DATA PROTECTION ACT</p> <p>If You have registered in accordance with the terms of the Data Protection Act 1998, or have applied for such registration which has not been refused or withdrawn, We will cover You under this Section 2 Extension in respect of compensation for damage arising out of any claim under Section 13(2) of the Data Protection Act 1998 not otherwise insured hereunder and first made against You during the Policy Period stated in the Schedule.</p>	<p>We shall not cover You for damages, costs and expenses that exceed the Limits of Liability stated in the Schedule, and notwithstanding anything stated in the Schedule or elsewhere in this Policy to the contrary the said Limits of Liability shall for the purpose of this Section Extension apply in respect of the total of all claims during the Policy Period stated in the Schedule.</p> <p>We will not cover You in respect of:</p> <p>(a) the first 10% of each claim, subject to a minimum of £500 and a maximum of £5,000;</p>

What is covered	Limitations and exclusions
	<ul style="list-style-type: none"> <li data-bbox="810 286 1437 488">(b) liability caused by, or arising from, a deliberate act by, or omission of any person entitled to insurance under this Section Extension if the result could reasonably have been expected having regard to the nature and circumstances of such act or omission; <li data-bbox="810 495 1437 555">(c) the costs of replacing, reinstating, rectifying or erasing any personal data; <li data-bbox="810 577 1437 719">(d) liability caused by, or arising from, any incident or circumstances known to You at the start of the Policy Period stated in the Schedule which may give rise to a claim; <li data-bbox="810 752 1437 869">(e) liability caused by or arising from the recording, processing or provision of data for reward, or the determining of the financial status of a person; <li data-bbox="810 898 1145 927">(f) contractual liability; <li data-bbox="810 956 1437 1016">(g) liability in respect of Injury to any person or damage to Property.

SECTION 3: PRODUCT LIABILITY

The following conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the Schedule and any Endorsements.

What is covered	Limitations and exclusions
<p>SCOPE OF COVER</p> <p>(1) All sums which You shall become legally liable to pay as damages including claimants’ costs and expenses in respect of:</p> <p>(a) Accidental Injury to any person; and (b) Accidental physical loss of, or physical damage to, Property,</p> <p>caused by any Goods occurring anywhere within the Geographical Limits given below during the Policy Period stated in the Schedule which arises in connection with the Business.</p> <p>(2) All costs and expenses incurred by You (except as described in 3 below) with Our written consent in respect of any claim against You which may be covered by this Policy.</p> <p>(3) The payment of legal and other defence fees incurred with Our written consent up to a limit of £50,000 arising out of any one occurrence for Your representation at any Coroner’s Inquest or Fatal Accident Inquiry in respect of any death and at which an Employee or principal including a director, partner, or senior official, of Yours has been requested to give evidence and at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Injury or loss of or damage to Property in respect of any Goods.</p> <p>LIMITS OF LIABILITY</p> <p>The most We will pay under this Section (including any extensions) in respect of damages awarded against You shall not exceed in the aggregate during the Policy Period the Limits of Liability stated in the Schedule.</p> <p>Any costs and expenses incurred by You in respect of this Section, will be payable in addition to the Limits of Liability.</p> <p>GEOGRAPHICAL LIMITS</p> <p>Anywhere in the world other than at Your premises during the Policy Period stated in the Schedule and caused by any Goods.</p>	<p>We shall not cover You under this Section in respect of liability:</p> <p>(a) caused by, or in connection with, any Goods which to Your knowledge are for export to, or use in, the United States of America or Canada;</p> <p>(b) caused by any Goods in the custody or control of You;</p> <p>(c) the amount shown as Excess in the Schedule.</p>

SECTION 3 EXTENSIONS

The following Extensions only apply if this Section is operative and if specified in the **Schedule** and are in addition to the General Extensions.

What is covered	Limitations and exclusions
<p>1. CONSUMER PROTECTION ACT AND FOOD SAFETY ACT</p> <p>We will cover You, and at Your request any principal, including any director, partner, senior official, or any Employee of Yours, under this Section 3 Extension, for legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 and Sections 7 and 8 of the Food Safety Act 1990, including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection.</p> <p>Provided that:</p> <ul style="list-style-type: none"> (a) the proceedings relate to an offence alleged to have been committed during the Policy Period stated in the Schedule and in the course of the Business; (b) the principal, including a director, partner or senior official, or Employee shall as though they were You be subject to the terms, conditions, exclusions and limitations of this Policy insofar as they can apply. 	<p>We shall not cover You in respect of:</p> <ul style="list-style-type: none"> (a) fines or penalties of any kind; (b) any proceedings arising from circumstances for which insurance is already provided by any other policy; (c) proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this Section 3 Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission; (d) proceedings which arise out of any activity or risk excluded from this Policy.

SECTION 4: ENVIRONMENTAL IMPAIRMENT LIABILITY

The following Conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

Definitions

Claim	<p>means receipt by You or by Us on Your behalf of any:</p> <ul style="list-style-type: none"> • demand, including the service of suit or institution of arbitration proceedings, for money or services; or • notice, written or oral, of intention to make a claim against You; or • allegations from third parties of Environmental Impairment which might give rise to such a claim; or awareness of any Environmental Impairment from which You believe claims are reasonably likely, <p>during the Policy Period as defined in the Schedule.</p>
Clean Up	<p>means the removal, neutralisation, abatement, or inactivation of any liquids, solids, gases, substances, organisms, thermal irritants, smells, noises, vibrations, light, electricity, radiations, changes in temperature, or any other sensory phenomena.</p>
Environmental Impairment	<p>means any and all emissions, discharges, dispersals, disposals, seepages, releases, or escapes of any liquids, solids, gases, substances, organisms, or thermal irritants into or upon land, the atmosphere, or any watercourse or body of water, or generations of smells, noises, vibrations, light, electricity, radiations, changes in temperature, or any other sensory phenomena.</p>
Environmental Impairment Liability	<p>means any:</p> <ul style="list-style-type: none"> • legal obligation for Environmental Restoration; • legal obligation for Clean Up; • damages on account of Injury; • damages on account Property Damage, <p>for any interference with, or diminution of, any environmental right or amenity protected by law, arising out of any Environmental Impairment.</p>
Environmental Restoration	<p>means returning natural resources to, or towards, their original 'baseline' condition and includes primary remediation, complementary remediation and compensatory remediation within the meaning of the EU Environmental Liability Directive.</p>
Property Damage	<p>means physical loss of or physical damage to Property, including loss of use of Property whether or not physically lost or physically damaged.</p>
Reported Without Delay	<p>means inform Us of all relevant aspects of the situation as soon as possible without delay and in any event within three working days of You becoming aware of anything that might give rise to a claim.</p>
Waste Facility	<p>means any Property controlled or uncontrolled, used for the storage, treatment, processing or disposal of wastes, including the parcel of land on, or in which, the facility is located, together with any parcels of land sharing a common border, in common ownership.</p>

What is covered	Limitations and exclusions
<p>SCOPE OF COVER</p> <p>This is a claims-made Section and is limited to any Claim first made against You during the Policy Period and Reported Without Delay to Us including any extended discovery period in accordance with Policy conditions.</p> <p>(1) All sums which You shall become legally liable to pay including claimants' costs and expenses in respect of Environmental Impairment which arises in connection with the Business in respect of:</p> <ul style="list-style-type: none"> (a) Injury; (b) Property Damage; (c) Environmental Restoration; (d) legal obligation for Clean Up; (e) any interference with, or diminution of, any environmental right or amenity protected by law, <p>provided that the Environmental Impairment was caused after the Retroactive Date stated in the Schedule and provided there is a Claim first made against You anywhere within the Section 4 Geographical Limits during the Policy Period and Reported Without Delay to Us.</p> <p>(2) All costs and expenses incurred by You with Our written consent in the investigation, defence or settlement of any Environmental Impairment Liability claim. This indemnification shall only apply to such costs and expenses as are incurred with respect to the portion of a claim covered by this Policy.</p> <p>(3) Upon Your request before the effective date of cancellation or non-renewal of the Policy We shall issue an endorsement providing an extended discovery period which shall cover Claims first made against You subsequent to the effective date of the cancellation or non-renewal arising out of actual or alleged Environmental Impairment which had taken place prior to the effective date of cancellation or non-renewal.</p> <p>If You fail to request the extended discovery period before the effective date of cancellation or non-renewal of the Policy You shall not at a later date be able to exercise such right.</p>	<p>We will not cover You under this Section:</p> <ul style="list-style-type: none"> (a) for any Claim first made against you prior to the start of the Policy Period; (b) for: <ul style="list-style-type: none"> (i) maintaining or obtaining compliance with any valid and applicable statute, regulation or written instruction issued by any competent governmental authority to prevent or minimise any emissions, discharges, dispersals, disposals, seepages, releases or escapes of any liquids, solids, gases, organisms or thermal irritants into or upon land, the atmosphere or any watercourse or body of water or generations of smells, noises, vibrations, light, electricity, radiations, changes in temperature or any other sensory phenomena; (ii) any routine or normal Clean Up; (iii) Environmental Restoration or Clean Up within any Waste Facility; (c) for Environmental Impairment arising out of any criminal acts by You or on Your behalf or noncompliance with any valid and applicable statute, regulation or written instruction issued by any governmental authority after such noncompliance becomes actually or constructively known by You or any director, partner, senior official or Employee of Yours with specific responsibility for environmental control. This exclusion shall not apply to any Environmental Impairment caused while Your noncompliance is covered by a compliance Schedule or waiver of compliance contained in a permit order or other valid instruction of a governmental authority; (d) for damages including claimants' costs and expenses in respect of Injury or loss of, or damage to, Property in respect of pollution or contamination caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the Policy Period stated in the Schedule;

What is covered	Limitations and exclusions
<p>The additional premium for such endorsement shall be determined by Us at the time the endorsement is requested and You shall pay the additional premium within 30 days of the effective date of cancellation or non-renewal. This provision shall only apply if a period of at least 11 months has elapsed between the inception date of this policy or any previous policy of which this is a renewal and the effective date of cancellation.</p> <p>LIMITS OF LIABILITY</p> <p>The most We will pay under this Section for any and all Claims first made against you inclusive of all costs and expenses shall not exceed, in the aggregate during the Policy Period, or within an extended discovery period if You exercise that option, the Limits of Liability stated in the Schedule.</p> <p>GEOGRAPHICAL LIMITS</p> <p>Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.</p> <p>ANY ONE CLAIM</p> <p>In this Section, Any One Claim shall mean any claim or series of claims from one or multiple claimants arising out of the same isolated, repeated or continuing Environmental Impairment.</p>	<p>(e) for damages for loss of, or damage to, Property belonging to You, or in Your custody or control or the custody or control of any Employee other than:</p> <ul style="list-style-type: none"> (i) personal effects (including vehicles and their contents) of Employees or visitors; (ii) any premises, including their contents, not being premises leased or rented to You, which are temporarily occupied by You for the purpose of carrying out work there; (iii) any other Property on which You or any Employee or agent of Yours is or has been carrying out work, but We will not cover You in respect of loss or damage to that part of any Property being worked upon; <p>(f) arising from the ownership, possession or use under Your control, or the control of any Employee in respect of:</p> <ul style="list-style-type: none"> (i) any mechanically propelled vehicle, including anything attached to it, used in circumstances where insurance or security is required by any road traffic legislation or where insurance is, provided by any other policy or security; (ii) any craft intended to travel through air or space, or other aerial devices, hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length); <p>(g) caused by any Goods after they have ceased to be in Your custody or control;</p> <p>(h) arising from professional advice given separately for a fee or other remuneration by You or by anyone on Your behalf or in circumstances where a fee would normally be charged;</p> <p>(i) the amount shown as Excess stated in the Schedule.</p>

GENERAL EXTENSIONS

These apply to all Sections of this Policy unless otherwise stated.

What is covered	Limitations and exclusions
<p>1. INDEMNITY TO PRINCIPAL</p> <p>We will cover any principal under Sections 1 and 2 against liability in respect of Injury or loss of, or damage to, Property, to the extent that any contract or agreement entered into by You with any principal so requires.</p>	<p>Provided that:</p> <ul style="list-style-type: none"> (a) payment would have been made by Us had a claim been made against You; (b) the principal shall observe fulfil and be subject to the terms, conditions, exclusions and endorsements of this Policy as far as they can apply; (c) No payment will be made by Us in respect of liquidated damages or under any penalty clause; (d) payment made by Us under Section 1 shall only apply in respect of liability to any person who is an Employee.
<p>2. CROSS LIABILITIES</p> <p>If You are comprised of more than one party, We will under Sections 2, 3 and 4 make payment to each party in the same manner and to the same extent as if a separate Policy had been issued to each party.</p>	<p>Nothing in this Extension shall increase the Limits Of Liability of the operative Section(s) stated in the Schedule, regardless of the number of persons claiming to be insured by this Policy.</p>
<p>3. HEALTH AND SAFETY AT WORK AND CORPORATE MANSLAUGHTER</p> <p>We will cover You and at Your request any director, partner, senior official or Employee of Yours, in respect of legal costs and expenses incurred with Our written consent in the defence of any prosecution or (subject to the provisions below) incurred in connection with appeal against conviction arising from such prosecution under the provisions of:</p> <ul style="list-style-type: none"> (1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978; (2) the Corporate Manslaughter and Corporate Homicide Act 2007. <p>Provided that the proceedings relate to an offence alleged to have been committed during the Policy Period and in the course of the Business, and where there is also a claim or potential claim for damages against You or any of the additional persons insured, You are entitled to cover under this Policy.</p>	<p>We will not cover You in respect of:</p> <ul style="list-style-type: none"> (a) fines or penalties of any kind, remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution, including any fee for intervention; (b) any circumstances for which cover is provided by any other insurance; (c) proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission; (d) proceedings which arise out of any activity or risk excluded from this Policy.

What is covered	Limitations and exclusions
<p>We will only pay the costs and expenses of legal representation for an appeal against conviction if:</p> <ul style="list-style-type: none"> (a) any related claim against You for damages remains unsettled; and (b) in the opinion of the legal representatives acting for You an appeal is more likely than not to succeed; and (c) the total amount of any damages likely to be awarded against you exceeds the total cost of legal representation for an appeal. <p>The most We will cover You for in respect of all such legal costs and expenses in respect of each and every prosecution, arising out of one occurrence shall not exceed £1,000,000 regardless of the number of offences alleged against You.</p>	<p>If a claim for damages is settled or is withdrawn, We will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment.</p>
<p>4. COURT ATTENDANCE COSTS</p> <p>If any of the people mentioned below attend court as a witness at Our request, in connection with a claim in respect of which You are entitled to insurance under this Policy, We will provide compensation to You at the following rates per day for each day on which attendance is required:</p> <ul style="list-style-type: none"> (a) £250 for You or any of Your directors or partners; (b) £100 for any Employee. 	