



# London Black Cab Public Hire Policy

Scheme administered by J&M Insurance Services (UK) Ltd

Underwritten by Gefion Insurance A/S

Protector is a trading name of J&M Insurance Services (UK) Ltd, which is authorised and regulated by the Financial Conduct Authority. Registration number 307580

## PUBLIC HIRE MOTOR INSURANCE CONTRACT

This **policy** and the information **you** have provided to **us** form the contract of insurance. **You** are required to update **us** or your Insurance advisor with any changes to **your** information. In return for **your** premium, **we** will provide the cover shown in **your policy** for accident, injury, loss or damage that happens within the **territorial limits** during the **period of insurance**.

Gefion Insurance A/S

This **policy** document gives details of **your** cover and it should be read along with **your schedule** and **certificate** of motor insurance. Please take time to read through these documents that contain important information about the details **you** have given. **You** should also show **your policy** to anyone else who is covered under it.

For this contract to be valid, all the information that **you** have given **us** must be true and complete to the best of **your** knowledge and belief. If **you** do not do so then **your** insurance may not protect **you** in the event of a claim.

**You** and **we** are free to choose the laws applicable to this contract. **We** propose to apply the laws of England and Wales and by purchasing this **policy you** have agreed to this.

The parties to this contract are **you** and **us**. Nothing in this contract shall create any rights to third parties under the Contracts (Rights to Third Parties) Act 1999 and no variation of this contract, nor any supplemental or ancillary agreement shall create any such rights unless expressly so stated. This does not affect any right or remedy of a third party which exists or is available apart from this Act.

Insurer's obligations under this **policy** are several and not joint and are limited solely to the extent of their individual participation. Each insurer is not responsible for any other insurer who for any reason does not satisfy all or part of its obligations.

## YOUR COVER

### TYPE OF COVER

Comprehensive  
Third party fire and theft  
Third party only

### SECTIONS THAT APPLY

Sections A to F apply  
Sections B, C, E, and F apply  
Sections C and F apply

## DEFINITIONS

Wherever the following words or phrases appear in **your policy**, they will have the meaning given below unless stated otherwise:

### Accessories

Parts or products specifically designed to be fitted to **your vehicle**, including spare parts but excluding car audio, telephone, two way radio transmitters or receivers, in car entertainment and/or satellite navigation systems.

### Audio equipment

Permanently fitted car audio, telephone, two way radio transmitters or receivers, in car entertainment and/or satellite navigation systems up to the limits shown in the **schedule**.

### Vehicle

Any motor **vehicle** insured under this **policy** and described in **your current certificate** and **schedule**.

### Certificate

The **certificate** of motor insurance which provides evidence that **you** have taken out insurance as required by law.

### Excess(es)

The amount **you** must pay towards any claim. **You** are responsible for the **excess** even if the incident is not **your** fault. The **excess** is the first part of any payment of a claim.

### Market value

The cost of replacing **your vehicle** with another of the same make and model and of a similar age and condition at the time of the accident or loss. If **you** bought **your vehicle** at a lower price than would normally be found in UK trade guides, **we** will reduce the replacement cost accordingly.

### Partner

Someone **you** have been living with (as if **you** are married or in a civil partnership with them) for at least six months.

### Period of Insurance

The period from the start date to the end date of **your current policy**.

### Policy

This **policy** wording for **your** motor insurance together with **your schedule** and **certificate**.

### Approved repairer

A repairer from **our** approved network, whom **we** will authorise to repair **your vehicle** following a claim under Section A Damage to **Your Vehicle** or Section B Fire and Theft of this **policy**.

### Schedule

The document which identifies the policyholder and sets out details of **your policy** cover.

### Territorial limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### Trailer

Any form of trailer, caravan or car which is towed by a Car insured under this **policy**.

### We/Us/Our

Gefion Insurance A/S

### You/Your

The person named as the policyholder in the **schedule**.

### Other Party/Another Party

Any person other than **you** or any person driving **your vehicle** with **your** permission who is involved in an accident that **you** or any person driving **your vehicle** is legally liable for in whole or part who suffers; death, injury or damage to their property arising out of that accident.

## SECTION A – DAMAGE TO YOUR VEHICLE

### We will pay:

For loss or damage to:

#### **your vehicle;**

its **Accessories** while in or on **your vehicle**.

### We may choose to pay:

to replace **your vehicle** and/or **accessories**; or to repair **your vehicle** and/or **accessories**; or an amount equal to the loss or damage.

If **your vehicle** cannot be repaired economically, **we** will arrange for it to be moved to a place of free and safe storage as soon as possible. The salvage of **your vehicle** will become **our** property after settlement.

**We** may choose to repair **your vehicle** with parts not supplied by the manufacturer of **your vehicle**. If any lost or damaged parts are no longer available, **we** will pay an amount equal to the cost shown in the manufacturer's latest price guide, together with reasonable fitting costs.

If **your vehicle** is damaged **we** will use one of **our approved repairers** to repair it. If **you** choose not to use them **we** may not pay more than **our approved repairer** would have charged and **we** may choose to settle the claim by a financial payment.

If **you** have bought **your vehicle** under a finance or hire purchase agreement, or are leasing it, any money owed to the company or bank involved will be paid directly to that company or bank first and any balance of the agreed settlement sum will then be paid to **you**.

### The most we will pay:

**We will not pay** more than the lesser of the **market value** of the **vehicle** at the time of the loss and the amount **your vehicle** is insured for less any **excesses**. If **you** bought **your vehicle** at a lower price than would normally be found in UK trade guides, **we** will reduce the **market value** accordingly.

### We will not pay:

for the sum of all **policy excesses** shown in the **schedule**;

any amount over that shown in the **schedule** for loss or damage to **audio equipment**;

loss or damage caused by wear and tear or loss of value;

loss or damage caused by rust or corrosion;

any part of a repair or replacement which improves **your vehicle** beyond its condition before the loss or damage took place;

loss or damage caused by any mechanical, electrical, computer failure or breakdown or breakage;

loss or damage resulting from incorrectly maintaining or fuelling **your vehicle** or from the use of substandard fuel, lubricant or parts;

damage to tyres caused by braking, punctures, cuts or bursts;

loss or damage arising from or in consequence of water freezing in the cooling circulation system of your vehicle;

loss of use or other indirect loss;

under this section of the **policy** for loss or damage as a result of theft, attempted theft, fire, lightning, or explosion;

for the additional cost of modifications other than those supplied and fitted by the manufacturer or their approved garage at the time of original registration;

any costs due to loss or damage to keys (or keyless entry system);

the cost of any alternative transport under this section;

the cost of a replacement or courtesy vehicle unless supplied by **our approved repairer**;

loss of value following repair;

loss or damage to **your vehicle** and/or its **accessories** whilst outside the **territorial limits**.

## SECTION A – DAMAGE TO YOUR VEHICLE cont'd

Where **your vehicle** is not to UK specification (originally manufactured for sale as new in the UK) and any part, unit, or accessory of **your vehicle** becomes unobtainable or obsolete in pattern and therefore out of stock in the UK, **we** will not pay for the following:

increased repair and replacement part, unit, or accessory costs due to non-availability and/or waiting time delivery;  
storage costs awaiting commencement of the repair to **your vehicle**.

## SECTION B – FIRE AND THEFT

### We will pay:

For loss or damage as a result of theft, attempted theft, fire, lightning, or explosion to:

#### **your vehicle;**

its **accessories** while in or on **your vehicle**.

### We may choose to pay:

to replace **your vehicle** and/or **accessories**; or to repair **your vehicle** and/or **accessories**; or an amount equal to the loss or damage.

If **your vehicle** cannot be repaired economically, **we** will arrange for it to be moved to a place of free and safe storage as soon as possible. The salvage of **your vehicle** will become **our** property after settlement.

**We** may choose to repair **your vehicle** with parts not supplied by the manufacturer of **your vehicle**. If any lost or damaged parts are no longer available, **we** will pay an amount equal to the cost shown in the manufacturer's latest price guide, together with reasonable fitting costs.

If **your** car is damaged **we** will use one of **our approved repairers** to repair it. If **you** choose not to use them **we** may not pay more than **our approved repairer** would have charged and **we** may choose to settle the claim by a financial payment.

If **you** have bought **your vehicle** under a finance or hire purchase agreement, or are leasing it, any money owed to the company or bank involved will be paid directly to that company or bank first and any balance of the agreed settlement sum will then be paid to **you**.

### The most we will pay:

**We** will not pay more than the lesser of the **market value** of the **vehicle** at the time of the loss and the amount **your vehicle** is insured for less any **excesses**. If **you** bought **your vehicle** at a lower price than would normally be found in UK trade guides, **we** will reduce the **market value** accordingly.

### We will not pay:

the sum of **policy excesses** shown in the **schedule**;

any amount over that shown in the **schedule** for loss of or damage to **audio equipment**;

loss or damage to the **vehicle** and its contents due to deception or fraud;

loss or damage caused by theft or attempted theft if the **vehicle** was not properly locked or if any window, roof opening, removable roof panel or hood was left open or unlocked;

loss or damage caused by theft or attempted theft if the **vehicle** was taken by a member of the Policyholder's family or household, or taken by an employee or ex-employee of the Policyholder or owner of the **vehicle**. Except if that person is convicted of the theft;

loss or damage caused by theft or attempted theft if the keys (or keyless entry system) are left unsecured or unattended, or are left in or on the unattended **vehicle**;

loss or damage if any security or tracking device, which either **we** have required **you** to fit or **you**

have told **us** is fitted to **your vehicle**, has not been set, is not in full working order or, the annual network subscription for the maintenance contract of any tracking device has not been renewed;

loss or damage if **we** have required **you** to fit and maintain a tracking system to **your vehicle** and the device fitted is not to Thatcham Quality Accreditation standard;

loss or damage to the **vehicle** if, at the time of the incident, it was under the custody or control of anyone with **your** permission who is not covered under this **policy**;

loss or damage caused by wear and tear or loss of value;

loss or damage caused by rust or corrosion;

replacement of keys or locks due to theft of keys (or keyless entry system) unless **we** agree that **your** keys (or keyless entry system) were stolen by a person knowing the location of **your vehicle** and **you** continue to be insured with us (the maximum **we** will pay in this instance is £500);

## SECTION B – FIRE AND THEFT cont'd

any part of a repair or replacement which improves **your vehicle** beyond its condition before the loss or damage took place;

any loss or costs from returning **your vehicle** to its legal owner;

loss of use or other indirect loss;

for the additional cost of modifications other than those supplied and fitted by the manufacturer or their approved garage at the time of original registration;

any costs due to loss or damage to keys (or keyless entry system);

the cost of any alternative transport under this section;

loss of value following repair;

loss or damage to **your vehicle** and/or its **accessories** whilst outside the **territorial limits**.

Where **your vehicle** is not to UK specification (originally manufactured for sale as new in the UK) and any part, unit, or accessory of **your vehicle** becomes unobtainable or obsolete in pattern and therefore out of stock in the UK, **we** will not pay for the following:

increased repair and replacement part, unit, or accessory costs due to non-availability and/or waiting time delivery;

storage costs awaiting commencement of the repair to **your vehicle**.

## SECTION C – LIABILITY TO OTHER PEOPLE AND THEIR PROPERTY

### We will pay:

If **you** have an accident which is caused by:

#### **your vehicle;**

any **trailer** being properly towed (in accordance with both the law and manufacturer's design specifications) by **your vehicle** (for which cover is provided under this section);

If that accident results in **you** being legally liable for:

a person's death or injury;

damage to their property the most **we** will pay is up to a maximum of £20,000,000 (including all legal and other expenses) for any one claim or number of claims arising from one cause.

On the same basis that **we** cover **you** under this section, **we** also cover:

any person driving **your vehicle** with **your** permission, but only if the **certificate** names that person and allows that person to drive;

any passenger travelling in or getting into or out of **your vehicle**;

In the event of an accident involving a car insured under this section **we** will also refund any payments that anyone using the car has made under the Road Traffic Acts for emergency treatment.

In the event of an accident involving a car insured under this section **we** will pay for the following legal costs if they relate to an incident which is covered by this section:

the fees of solicitors **we** appoint to represent anyone who is covered under this **policy** at a coroner's inquest or fatal accident inquiry, or to defend any proceedings in a court of summary jurisdiction;

the fees for legal representatives **we** ask to defend anyone **we** insure under this section when proceedings are taken for manslaughter, dangerous driving or careless driving when under the influence of drink or drugs causing death where there is a reasonable expectation of success.

### We will not pay:

for any liability if any person insured under this section does not keep to the terms, exceptions and conditions of this **policy**;

for any liability for any person who either:

is aware that the driver does not hold a valid licence to drive the **vehicle** for the reason it is being used;

or fails to take all reasonable care that the driver observes their licence conditions.

legal costs and expenses incurred without **our** written consent;

for anyone killed or injured while they are working with or for the driver of the **vehicle** unless **we** must provide cover under the Road Traffic Acts;

anyone **we** insure under this section, if the claim relates to loss or damage to property that belongs to them or is in their care;

any loss or damage to the **vehicle** covered by this **policy**.

Our right to get back what **we** have paid if, under the law of any country this **policy** covers **you** in, **we** have to make a payment which **we** would not otherwise have paid under this **policy**, **we** may recover any claim payment from **you** or from the person who the claim was made against.



## SECTION D – GLASS DAMAGE

### We will pay:

To repair or replace broken glass in **your vehicle**, and any scratching to the bodywork caused by broken glass, as long as there has not been any other loss or damage. **We** may choose to repair **your vehicle** with parts that may not have been made by the car's manufacturer but are of a similar standard. Any payment for replacement of glass under this section will not reduce **your** No Claims Discount (though at **your** next renewal **you** will no longer be eligible for any increase in **your** No Claims Discount according to **our** declared scale). However, in order to obtain the full benefit under this section the work must only be undertaken by **our** approved repairer contactable via 0345 184 9999.

### The most we will pay:

If **you** use **our** approved repairer the most **we** will pay for any claim under this section is £500.

If **you** do not use **our** approved repairer the most **we** will pay for any claim under this section is £50.

### We will not pay:

the first £100 of each and every claim, unless the glass is repaired rather than replaced in which case we will not pay the first £25 of each and every claim;

to repair or replace any glass that is part of a removable or folding convertible roof;

to repair or replace any windscreens or windows not made of glass;

to repair or replace glass in **your vehicle** as a result of attempted theft or vandalism;

loss of use or other indirect loss;

the cost of any alternative transport.

Where **your vehicle** is not to UK specification (originally manufactured for sale as new in the UK) and any part, unit, or accessory of **your vehicle** becomes unobtainable or obsolete in pattern and therefore out of stock in the UK, **we** will not pay for the following:

increased repair and replacement part, unit, or accessory costs due to non-availability and/or waiting time delivery;

storage costs awaiting commencement of the repair to **your vehicle**.

Glass excluded under this section may be covered under Section A (Damage to **Your Vehicle**) or Section B (Fire and Theft) of **your policy**, subject to the appropriate **policy excesses** and with an effect on **your** No Claims Discount.

## SECTION E – TERRITORIAL LIMITS AND FOREIGN USE

### Territorial limits and using Your Car abroad

This **policy** provides the cover described in **your schedule** in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and travelling between these places.

It also provides the minimum cover **you** need by law to use **your vehicle** in:

any country which is a member of the European Union; and

any country which the Commission of the European Community approves as meeting the requirements of Article 7(2) of the European Community Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (No 72/166/CEE).

### Policy cover abroad

The **territorial limits** of section C of this **policy** is automatically extended to include any member country of the European Union plus certain other countries outside the European Union, and during sea journeys between these places. However cover in these countries and during sea journeys is conditional upon **your** main permanent residence being in the United Kingdom and the visit being for less than 72 hours. No cover is provided if the visit is planned to be more than 72 hours unless **you** purchased.

Overseas cover abroad for the entire length of the trip prior to leaving the United Kingdom.

If **you** have to pay customs duty on **your vehicle** in any of the countries because of loss or damage that is covered by this **policy**, **we** will pay these costs for **you**.

### Overseas Policy cover abroad

The following only applies if **you** have:

notified **us** prior to travelling that cover abroad is required; agreed to pay an additional premium.

Cover is limited under this section to Third Party Only whilst the vehicle is used outside the **territorial limits** to:

#### In respect of Annual policies:

A maximum length of 28 days in any one policy period

#### In respect of Short term Policies:

1 Month policies – A maximum of 7 days in any one policy period

3 Month policies – A maximum of 15 days in any one policy period

## SECTION F – NO CLAIMS DISCOUNT

In the event of a claim being made or arising under this **policy**, **your** No Claims Discount at renewal will be reduced in accordance with **our** declared scale:

No Claims Discount **you** have Discount reduced to

1 year	Nil years
2 years	Nil years
3 years	1 year
4 years	2 years
5 years	3 years
6 years+	4 years

If **you** make 2 or more claims in a **period of insurance**, at renewal **your** No Claims Discount will be reduced to nil years.

The following will not reduce **your** No Claims Discount:

any payment made under Section D – Windscreen Damage;

any payment for emergency treatment fees under Section C – Liability to Other People and Their Property;

claims where **you** are not at fault but have claimed under **your policy**, provided **we** have got back all that **we** have paid from those who are responsible and **you** have recovered **your excess** in full.

If **you** have chosen to protect **your** No Claims Discount then, in the event of one claim on **your policy** in any **period of insurance** (in any consecutive three year **period of insurance**), **your** No Claims Discount will not be affected, after which **your** No Claims Discount will be reduced for each further claim in accordance with **our** declared scale.

**You** should note any change in the level of **your** No Claims Discount is no guarantee that **your** premium will not rise.

**Your** No Claims Discount is not transferable to another person.

### GENERAL EXCEPTIONS WHICH APPLY TO SECTIONS A TO F

#### We will not pay:

for any liability, loss, damage, cost or expenses which takes place while any **vehicle** insured under this **policy** is:

being used for a purpose other than that shown in the description of use in the **certificate**;

driven by someone who:

does not have a valid driving licence; or

is breaking the conditions of their driving licence; or

is not specifically named on the **certificate** as being entitled to drive the **vehicle**.

However this exception does not apply:

to damage to the **vehicle**, if the **vehicle** is stolen or taken away without **your** permission.

any costs as a result of an agreement or contract unless **we** would have had to pay the costs anyway;

for deliberate loss or damage caused by anyone insured under this **policy**;

any liability, loss, damage, cost or expense caused if the **vehicle**:

is not registered in the UK with the DVLA unless **your vehicle** is in the process of being registered with the DVLA;

is normally kept in Northern Ireland, Isle of Man, Channel Islands or outside the United Kingdom;

has been modified for performance or has been modified from the manufacturer's standard specification (excluding manufacturer's options fitted at time of original purchase);

has been previously written off or scrapped;

any loss or damage to property or any direct or indirect loss, cost, expense or liability caused or contributed to by or arising from:

ionising radiation or contamination by radioactivity from irradiated nuclear fuel or nuclear waste or from burning nuclear fuel;

## SECTION F – NO CLAIMS DISCOUNT cont'd

the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or its nuclear parts.

the **Vehicle** having been driven through standing and/or flowing water.

any liability, loss, damage, cost or expense caused by riot, strike or civil commotion outside of England, Scotland, Wales, Isle of Man or Channel Islands;

any liability, loss, damage, cost or expense insured by any other **policy**;

any liability, loss, damage, cost or expense caused by, resulting from or in connection with or in controlling or suppressing:

war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not);

civil war, military rising, insurrections, rebellion, revolution, uprising, military or usurped power, martial law or connected looting or pillaging; confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public authority or any act or condition incident to any of the above.

except to the extent that **we** are required to provide cover under the Road Traffic Act;

any liability, loss, damage, cost or expense while any **vehicle** is being used on any part of an airport;

to which aircraft have access including areas used for take off, landing, moving or parking of aircraft;

used for ground equipment parking areas and service roads;

used for customs examination.

any liability, loss, damage, cost or expense if **you** use **your vehicle** at any event during which **your vehicle** may be driven on a motor racing track, airfield, de-restricted toll road or at an off road 4x4 event;

any liability, loss, damage, cost or expense if **you** use **your vehicle** for commercial travelling, racing, rallies, speed trials and/ or endurance tests;

any liability, loss, damage, cost or expense if **you** carry more than the maximum seating capacity of the **vehicle**;

any liability, loss, damage, cost or expense arising from use of a self-drive hire vehicle unless provided as an occasional replacement courtesy car whilst the insured **vehicle** is being repaired and this change to **your** insurance is agreed with **us**;

more than **our** legal liability under the Road Traffic Act for any claim, if the driver of the **vehicle** insured by **us** was found to have been driving whilst under the influence of drink or drugs at the time of the accident;

any liability, loss, damage, cost or expense caused by pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound;

any liability, loss, damage, cost or expense caused by:

anyone employed by the emergency services (or military forces, law enforcement or other related fields) and named in the **certificate** in the course of responding to an emergency service call;

a vehicle designed or modified for use in connection with emergency services (or military forces, law enforcement or other related fields) other than a claim under Section A – Damage to **Your Vehicle** when the **vehicle** is owned and is operated by someone not insured by this **policy**.

loss or damage to any **trailer** or its contents whilst being towed by the **vehicle**;

any liability, loss, damage, cost or expense due to confiscation, impounding requisition or destruction by any government, public or local authority;

any liability, loss, damage, cost or expense caused by earthquakes and the results of earthquakes;

any liability, loss, damage, cost or expense caused by or related to the carrying of hazardous goods, explosives, radioactive substances, chemicals, bio-chemicals, toxic substances, infectious substances, corrosive substances, combustible substances, gases or fuel (apart from normal fuel used to power the insured vehicle) whether in solid, liquid, compressed or gaseous forms;

any liability, loss, damage, cost or expense arising which directly or indirectly relates to terrorism, except as is strictly required under the Road Traffic Acts; terrorism being defined as any act, including but not limited to the use of

## SECTION F – NO CLAIMS DISCOUNT cont'd

force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear;

any liability, loss, damage, cost or expense caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident which happens during the **Period of Insurance**;

any liability, loss, damage, cost or expense caused by a driver who has had insurance cancelled, declined, voided or special terms imposed;

any liability, loss, damage, cost or expense caused by a driver with any undeclared criminal conviction(s) (excepting motoring offences that have been declared to **us**) that are unspent under the Rehabilitation of Offenders Act;

any liability, loss, damage, cost or expense caused by a driver who is banned from driving by one or more countries within the European Union;

unless the person driving holds a licence to drive such a vehicle or has held and is not disqualified from holding or obtaining such a licence.

## GENERAL CONDITIONS WHICH APPLY TO SECTIONS A – F

### You must:

Comply with the following conditions to have the full protection of **your policy**. If **you** do not comply with them **we** may at **our** option cancel **your policy** or refuse to deal with **your** claim or reduce the amount of any claim payment.

**You**, all drivers named on the **policy** and anyone else seeking to make a claim under this **policy** must:

tell **us** immediately all information about an incident, regardless of blame and/or which may lead to a claim under **your policy** and fully co-operate with **us** while **we** handle any claim. Notification received after the specific dates will be subject to a Late Reporting Charge and **we** may refuse to pay **your** claim except as required under the Road Traffic Act;

not negotiate regarding any claim or settle any claim without **our** written permission;

give **us** full control of the claim and **we** may take over, defend or settle the claim, or take up any claim in **your** name;

not unreasonably withhold **your** consent for **us** to proceed with the repair to **your vehicle** after **we** have obtained an estimate from **our approved repairers** and in no case withhold **your** consent for more than thirty days after receipt of that estimate;

send to **us**, unanswered immediately any documents **you** receive such as notice of prosecution, coroner's inquest, fatal accident inquiry, writ, summons, claim or letter;

not admit liability for any claim unless **we** ask **you** to do so;

advise and co-operate with the police in the event of a theft;

make sure the **vehicle** is roadworthy including that it has, if required, a valid MOT certificate and complies with the Road Traffic Acts (e.g. has legally correct tyres, lights, brakes, windows etc);

take all reasonable steps to protect the **vehicle** and its contents from loss or damage;

allow **us** to examine the **vehicle** at any reasonable time if **we** ask **you**;

provide proof of **your** No Claims Discount from **your** previous insurer;

not act in a fraudulent manner, including if **you** or anyone acting for **you**;

fail to provide relevant documentary evidence as required, including proof of the no claims discount that **you** have claimed;

fail to correctly declare or update the information **you** have provided including:

**your** address where **you** live and **your vehicle** is normally kept overnight;

**your** no claims discount from **your** previous insurer;

**your vehicle** make and model and body derivative, registration number, transmission, fuel, ownership, the age and the value of the **vehicle**, the use of the **vehicle**, any modifications to the **vehicle**, the security system on the **vehicle**, the expected annual mileage, where the **vehicle** is parked or garaged overnight;

the name, gender, licence details, occupation, part-time occupation, period of residency in the United Kingdom and date of birth of **you** and any other driver named on **your policy**;

the relationship of all other drivers named on the **policy** to **you**;

all motoring accidents or claims that **you** and any other drivers named on the **policy** have had;

if **you** or any other drivers named on the **policy** have had any non-motoring related convictions or have any pending;

all driving offences, fixed penalties or other forms of driving related convictions and all

pending convictions that **you** and any other driver named on the **policy** have had;

fail to declare that any driver on **your policy** has themselves held a **policy** in their own name that has been cancelled;

make a statement in support of any **policy** or claim knowing the statement to be false in any respect;

made a false declaration when **you** incepted the **policy** or made any subsequent amendment to the **policy** or advised of a claim;

## GENERAL CONDITIONS WHICH APPLY TO SECTIONS A – F cont'd

submit a document in support of any **policy** or claim knowing the document to be forged or false in any respect;

make a claim under the **policy** knowing the claim to be false or fraudulently exaggerated in any respect;

make a claim in respect of any loss or damage caused by **your** wilful act or with **your** collusion;

make a false declaration to the police regarding **your** insurance;

fail to pay **your** premium when payment is due;

commit a fraud on any other **policy** that **we** insure, then at **our** option **we**:

will cancel the **policy** or declare it void from inception, not make any return of premium and also recover any unpaid premium;

will cancel the **policy** immediately and return any premium according to **our** declared cancellation scale and recover any unpaid premium;

will remove one or more drivers from **your policy** and adjust **your** premium;

will recover any shortfall in premium;

will reduce the extent of **your** cover;

will not pay any claim that has been or will be made under the **Policy**;

will be entitled to recover from **you** the total amount of any claim already paid under the **policy** plus any recovery costs;

will regard any other **policy** that **we** provide and with which **you** are connected as fraudulent;

will inform the police of the circumstances.

### **We will:**

not pay more than **our** share of **your** claim, if **you** or anyone else has any other insurance which covers all or part of the same loss, damage or liability;

in the event of any claim take any unpaid premiums from any claim payment **we** make to **you** or recover any unpaid premium directly from **you**;

not refund **your** premium if **you** have made a claim or if one has been made against **you** during the **period of insurance**.

If **you**, or **we**, cancel this **policy** it will be subject to the terms detailed in the section of this **policy** entitled Cancellation which forms part of the conditions of this **policy**.

## SPECIAL CONDITIONS WHICH APPLY TO SECTIONS A – F

### Claims Procedure

Call the incident reporting line on 0345 184 9999 for new claims or 01473 400 480 for existing claims

Or write to us at:

Gefion Insurance Claims  
Assistance Court  
16A Museum Street  
Ipswich, Suffolk  
IP1 1HT

You or your legal representative must also let the claims team know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest or fatal enquiry.

### Additional Charge for Late Reporting

In addition to any other Voluntary or Compulsory excesses shown on your schedule, an additional charge for late claim reporting will apply as indicated below:

Up to 72 hours	Nil
Over 72 hours	£400

### Prompt Reporting Benefit

Where **you** are involved in an accident with **another party** and blame rests with you in full or in part the total **excess(es)** payable by you as shown in your **schedule** will be reduced by £200 provided that you fully comply with the following claim/incident reporting requirements:

1. That **you** report the accident using our incident reporting line 0345 184 9999 **and**;
2. That **you** have reported the accident in full within 72 hours following the date and time of the accident **and**;
3. As an integral part of **your** notification in 1 and 2 above that we are provided with full details of the other party defined as a minimum of either:
  - 3.1 The full name of the **other party** and at least one valid telephone number and the registration number of their vehicle

or:

  - 3.2 The full name of the **other party**, their full home postal address and post code and their vehicle registration number

Please note that in the event information provided to **us** by **you** is in any way invalid, we will withdraw any agreement to reduce the **excess** payable by **you**.

### Rights of recovery

If **we** make a payment under any part of Section C; solely because of the requirements of any law and;

which **we** would not have paid under the terms of **your** policy if that law had not required **us** to make the payment.

**You** will be obliged to pay **us** any such payment.

### Cancellation

To exercise **your** rights to cancel **your policy**, please contact **your** insurance advisor.

If **you** do not exercise **your** rights to cancel **your policy**, it will continue in force for the term of the **policy** and **you** will be required to pay the full premium as stated.

If **you** exercise **your** rights to cancel **your policy** the terms of **your policy** may allow **us** to retain the premium in full or to charge short-period rates.

No refund is applicable to policies of 3 months duration or less.

### At Policyholder's Request

All cancellation requests must be made in writing.

Refunds will be calculated on **our** short rate period scale.

The initial policy charge is non-refundable. Commission will be deducted from refunds subject to the specific **policy** terms and conditions.

In the event of a claim, including Windscreen claim, during the current **period of insurance**, no refund will be applicable.

All refunds will be subject to a £70 cancellation fee, regardless of whether or not a refund is applicable.

### At Agent's/Insurer's request

A Road Traffic Act ("RTA") letter will be sent directly to **your** last known address.

Unless a response is received to the RTA within seven days, the **policy** will be cancelled with immediate effect.

Refunds will be calculated on **our** short rate period scale.

The initial policy charge is non-refundable.

We will deduct a flat fee of £70 from all refunds.

Commission will be deducted from refunds subject to the specific policy terms and conditions.



## SPECIAL CONDITIONS WHICH APPLY TO SECTIONS A – F cont'd

In the event of a claim during the current **period of insurance**, no refund will be applicable.

All refunds will be subject to a £70 cancellation fee, regardless of whether or not a refund is applicable.

### Cancellation short period charges scale

Policies up to

1 month	25%
2 months	35%
3 months	45%
4 months	55%
5 months	65%
6 months	75%
7 months	85%
8-11 months	Full

### OTHER INSURANCES

If at the time of any claim arising under this **policy** there is any other insurance covering the same loss, damage or liability, **we** will only pay **our** share of the claim.

This provision will not place any obligation upon **us** to accept any liability under Section C which **we** would otherwise be entitled to exclude except under the provisions of the Exceptions to Section C.

### YOUR DUTY TO PREVENT LOSS OR DAMAGE

**You** shall at all times take all reasonable steps to prevent injury and safeguard **your vehicle** from loss or damage.

**You** shall maintain **your vehicle** in efficient condition and **we** shall have, at all times, free access to examine your **vehicle**.

### ARBITRATION

Where **we** have accepted a claim and there is disagreement over the amount to be paid, the dispute must be referred to an arbitrator to be agreed between **you** and **us** in accordance with the law at the time.

When this happens, a decision must be made before **you** can take any legal action against **us**.

### YOUR DUTY TO COMPLY WITH POLICY CONDITIONS

**Our** provision of insurance under this **policy** is conditional upon **you** observing and fulfilling the terms, provisions and conditions of the **policy** and any endorsements endorsed on it.

### FRAUD

If any claim is in any way fraudulent or if **you** or anyone acting on **your** behalf has used any fraudulent means, including inflating or exaggerating the claim or submitting forged or falsified documents, all benefits under this **policy** shall be forfeited.

### COMPLAINTS PROCEDURE

**Our** aim is always to provide **our** customers with a high standard of service; however **we** are aware that, occasionally, it is possible that **we** may fail to meet **your** expectations. If **you** have a complaint please notify us immediately and follow the complaints procedure detailed below:

If **you** are insured with **us** via a broker or agent **your** first point of contact should be **your** broker or agent who will take up your complaint on **your** behalf with us. If **you** are insured directly with **us** **you** should contact **us** providing **your** client reference, name and contact details and full details of the complaint, either in writing to :

The Compliance Officer  
Protector  
Peregrine House  
Falconry Court Bakers  
Lane  
Epping  
CM16 5DQ

or via email to [complaints@protector-policies.co.uk](mailto:complaints@protector-policies.co.uk)

## SPECIAL CONDITIONS WHICH APPLY TO SECTIONS A – F cont'd

**We** will, where possible, endeavour to resolve the matter by close of business the next working day.

If this is not possible **we** will acknowledge your complaint promptly in writing within 5 working days to reassure **you** that **we** will be dealing with the issue as a priority, giving **you** the details of who will be handling the matter in **our** office. In the case of a verbal complaint, this will include a statement of **our** understanding of the nature of the complaint and a request for **you** to confirm this in writing.

**We** will aim to make a final response to **you** as soon as is practicable, and keep **you** reasonably informed as to progress. **We** anticipate that **we** will be able to provide a substantive response to most complaints within eight weeks.

By the end of eight weeks from receipt of **your** complaint, **we** will issue you with **our** final response in writing. If **you** are dissatisfied with **our** response, **you** will have a period of six months in which **you** can refer the matter to the Financial Ombudsman Service (FOS), whose details are shown below.

When **we** provide **our** final response, **we** will ensure that **we** have taken into consideration any financial losses or material inconvenience **you** may have suffered. If **we** do not feel that **your** complaint is justified, **we** will advise **you** of the reasons for **our** decision and **we** will also advise how **you** may pursue the complaint if **you** remain dissatisfied.

If **you** remain unhappy with our decision **you** may also refer **your** complaint to Gefion Insurance A/S. Write with full details, including policy number and/or claim number to:

Gefion Insurance A/S  
Østergade 10  
1100 Copenhagen K  
Denmark

The Financial Ombudsman Service provides consumers with a free, independent service for resolving disputes with financial firms and **we** will cooperate fully with them in respect of any complaints referred to them. They can be contacted by telephone on 020 7964 1000 and their correspondence address is:

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

### FINANCIAL SERVICES COMPENSATION SCHEME ('FSCS')

Gefion Insurance A/S and J&M are covered by the FSCS.

**You** may be entitled to compensation from the scheme if **we** or J&M cannot meet our respective obligations. This depends on the type of insurance and the circumstances of the claim.

For compulsory classes of insurance, underwriting is covered for 100% of the claim. For other classes of insurance, underwriting is covered for 90% of the claim. There is no upper limit in either case.

Further information about compensation scheme arrangements is available from the FSCS.

### TELEPHONE RECORDING

For the joint protection of yourself and ourselves, telephone calls may be recorded and/or monitored.

This Policy is underwritten by: Gefion Insurance A/S  
Gefion Insurance A/S is registered in Denmark CBR 36016493  
Registered Office: Østergade 10, 1100 Copenhagen K, Denmark

Gefion Insurance is an EU insurer who is authorised and regulated by the Finanstilsynet (Danish FSA register number 53117) and by the FCA (FCA register number 706201)

Details can be checked on the FCA's register by visiting the FCA's website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or contacting them on 0845 606 1234.

Please note that **we** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For further information visit [www.fscs.org.uk](http://www.fscs.org.uk).

## SPECIAL CONDITIONS WHICH APPLY TO SECTIONS A – F cont'd

### CUSTOMER INFORMATION

#### Data Protection Notice

Please read the following carefully as it contains important information relating to the details that **you** have given **us**. **You** should show this notice to any other party related to this insurance.

**We** are required to send **you** this information to comply with current Data Protection legislation. It explains how **we** may use **your** details and tells **you** about the systems **we** have in place that allow **us** to detect and prevent fraudulent applications and claims. The savings that **we** make help **us** to keep premiums and products competitive.

#### Data Protection Act 1998

All personal information supplied by **you** will be treated in confidence by Gefion Insurance A/S and will not be disclosed to any third parties except where **your** consent has been received or where permitted by law. In order to provide **you** with products and services this information will be held in the data systems of Gefion Insurance A/S or **our** agents or subcontractors.

Gefion Insurance A/S may pass **your** personal information to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries which may not have laws to protect **your** personal information, but in all cases **we** will ensure that it is kept securely and only used for the purpose for which **you** provided it.

On payment of a small fee **you** are entitled to receive a copy of the information **we** hold about **you**. If **you** have any questions, or **you** would like to find out more about this notice **you** can write to:

The Data Protection Controller  
My Taxi Insurance  
Peregrine House  
Falconry Court  
Bakers Lane  
Epping  
CM16 5DQ

### Motor Insurance Database

**Your policy** details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Bureau (MIB). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing and by the Police for the purposes of establishing whether a driver's use of the **vehicle** is likely to be covered by a motor insurance **policy** and/or for preventing and detecting crime. If **you** are involved in an accident (in the UK or abroad), other UK insurers, the Motor Insurers' Bureau may search the MID to obtain relevant policy information.

Persons with a valid claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

**You** can find out more about this from [www.mib.org.uk](http://www.mib.org.uk).

### Fraud Prevention, Detection & Claims History

In order to prevent and detect fraud **we** may at any time:

Share information about **you** with other organisations and public bodies including the Police;

Check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

**We** and other organisations may also search these agencies and databases to:

Help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household

Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;

Check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;

Undertake credit searches and additional fraud searches.

**We** can supply on request further details of the databases **we** access or contribute to (see below).

## SPECIAL CONDITIONS WHICH APPLY TO SECTIONS A – F cont'd

### Claims History

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help **us** to check information provided and also to prevent fraudulent claims. When **we** deal with a request for insurance, **we** may search these registers. Under the conditions of **your policy**, **you** must tell **us** about any incident (such as an accident or theft) which may or may not give rise to a claim. When **you** tell us about an incident, **we** will pass information relating to it to the registers. **We** may search these databases when **you** apply for insurance, in the event of any incident or claim, or at time of renewal to validate **your** claims history or that of any other person or property likely to be involved in the **policy** or claim.

**Protector**

14-16 Guilford Street, London, WC1N 1DW

**Tel: 020 7446 7676**

To report a new claim

**Tel: 0345 184 9999**