QBE European Operations

QBE Taxi Giving you the advantage

Policy Terms

Made possible QBE

QBE: A name to trust in Motor Insurance

QBE helps build resilience through risk management and insurance.

With almost a century of insuring commercial vehicles, 50 years' experience in insuring bus and coach fleets, and 30 years as the UK leader in minibus insurance, QBE is fully committed to the motor sector and proactively helping customers to manage risk and drive down claims. This approach has made QBE a name to trust in motor insurance.

Our claims commitment to you

When you buy an insurance policy, you're buying a promise to pay. At QBE, we take that promise seriously.

Our priority is getting customers back on track as fast as possible after suffering a loss. We look to settle claims fairly and promptly. We have an excellent record for paying claims. As one of the world's leading insurers, we have the financial strength and security to deliver on the promises we make.

In the event of a claim, we're committed to reducing vehicle downtime, controlling repair and car hire costs, and minimising interruption. And if a claim is made against you, we do all that we can to reduce the costs involved and defend you robustly against fraudulent claims. Working together to reduce claims costs, we can reduce your premium spend.

Need to claim? Report it early

If you have an incident and need to make an insurance claim, please report it to us as soon as possible. If you report the incident within 24 hours, we'll reduce the excess you need to pay, subject to policy terms.

Reporting a claim early can save time and help you to receive any claim payments faster, as well as allowing us to help mitigate the cost of third-party claims.

After you've notified us you will benefit from our approved repair network, fixed labour rates, and a proactive parts management service which means that on average vehicles are back on the road up to seven days quicker than via non-approved repairers. Our service includes:

- Nationwide repair capability for all vehicle types
- Recovery of undriveable / unroadworthy vehicles
- Free collection and re-delivery of drivable vehicles up to a 30-mile radius
- Mobile repair service and Xpress one day repairs of minor / medium damage
- Preferential repair costs
- BS10125 certified repairers
- All repair work guaranteed for three years
- Online repair tracker via web portal

This is available to all customers. All that comprehensively insured customers will pay is any applicable excess and VAT.

Content

Page 4 **Policy guide** – This explains the basis on which cover is provided and includes information about how to make a claim, including contact details should **you** need to contact **us** about a claim or accident involving an **insured vehicle.**

Page 5 **General definitions** – This gives meaning to words in bold

Page 7 **Covered sections** – This explains the scope of cover where included on **your schedule** and gives details of the cover and any extensions, exclusions or terms applicable to each of the particular **sections.**

Page 8 **Section A – Your legal liability to others**

Page 10 **Section B – Damage to the insured vehicle**

Page 13 **Section C – European cover**

Page 14 **Section D – Trailer cover**

Page 15 **Section E – Unauthorised movement of third-party vehicles**

Page 16 **Section F – Unauthorised use of the insured vehicle**

Page 17 **Section G – Unlicensed drivers (where a driving licence is not required by law)**

Page 18 **Section H – Loss of keys**

Page 19 **Section I – Medical expenses**

Page 20 **Section J – Personal effects**

Page 21 **Section K - Personal accident**

Page 22 **Section L – Legal expenses**

Page 27 **Section M – Additional vehicle technology**

Page 28 **General exclusions** – These set out what **you** are not covered for in the **policy**

Page 30 **Claims conditions and requirements** - These set out duties and rights when a claim is made

Page 31 **General terms**– These set out **your** obligations and rights under the **policy**

Page 34 **How to complain** – This specifies the procedure to be followed if **you** have a complaint

Policy guide

Your policy

This **policy** is made up of:

- this document setting out **your** insurance together with conditions and exclusions;
- the **schedule** which details **your** insurance and limits of cover that apply, the particular **sections you** have purchased and any endorsements that may apply; and
- the **statement of fact** which details all the information that has been used by **us** to assess the terms and premium for this contract of insurance; and
- the **certificate of motor insurance** that provides evidence of insurance as required by law.

Together these documents form the **policy** and set out the scope of this insurance.

Your policy is a legal contract. Please read all parts carefully and if **you** require clarification of the terms, conditions and exclusions, please contact **us** via **your** broker.

If **your policy** is incorrect, please return it to **your** broker for alteration.

All headings within the **policy** are included in bold. Other than in the headings, words in bold carry specific meanings which are set out in the General Definitions.

Words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed to include any individual, company, partnership or other legal entity.

Any reference to legislation or regulations in this **policy** extends to apply to any re-enactment or replacement of such legislation or regulations and to any other legislation of similar intent if applicable.

Navigation

Each **section** sets out the extent of cover, how **our** liability to **you** may be limited or excluded and other relevant terms and conditions applicable to that **section**.

Cover is provided only if the applicable **section** appears in the **schedule** and is subject to the terms, conditions, limitations, and exclusions of the **policy**. Certain terms apply to the whole **policy** and they are set out in:

i. General Definitions.
ii. General Exclusions.
iii. Claims Conditions and Requirements.
iv. General Terms; and
v. How to Complain.

Unless expressly stated otherwise elsewhere in the **policy,** limits of indemnity and sub-limits of indemnity are set out in the **schedule** and operate in accordance with the relevant provisions in 'General Terms'.

Premium Payment

We will insure **you** in accordance with and subject to the terms of this **policy**, in consideration of the payment to **us** of the premium set out in the **schedule** for the **period of insurance**.

Unless stated to the contrary in a separate agreement, if **you** do not pay any premium or premium instalment plus any applicable taxes/levies to **your** broker or **us, we** may give **you** written notice cancelling the **policy.**

The **policy** will continue if the late premium instalment and any other remaining premium instalments are paid and accepted before the cancellation takes effect.

How to make a claim

We pride **ourselves** on placing the effective management and handling of claims at the heart of **our** business. **Our** claims teams have the skills and expertise to ensure that all claims are processed effectively and in a timely manner.

Full claim notification procedures are contained within this **policy** wording. For ease of reference **our** dedicated claims team contact details are set out below:

Tel: **+44 (0)800 389 1708 Our** claims line is open 24 hours a day, 365 days a year.
Email: newclaim.motor@uk.qbe.com

You must report all accidents involving an **insured vehicle** to **us** within 24 hours, regardless of blame.

General definitions

The following definitions apply to all **sections**:

Accessory/Accessories
Means spare parts, audio equipment, multi-media equipment, communication equipment and satellite navigation equipment, taximeter, mobile data terminal (MDT), Digital Video recorder (DVR) and/or CCTV systems with no independent power source that are permanently fitted to the **insured vehicle** from first registration.

Additional vehicle technology
Means any electronic devices in/on the **insured vehicle** with an independent power source including but not limited to dashcams, telematics equipment and driver coaching technology, which are designed to improve road safety, enhance driver assistance, reduce accident frequency or severity, and/or assist with the defence of claims.

Advanced driver assistance systems (ADAS)
Means any integrated in-vehicle safety systems, including those which use vehicle sensors to aid the driving process and/or reduce accident frequency and severity.

Agency driver
Means a driver that is temporarily supplied as an employee to a company.

Certificate of motor insurance
Means the certificate required by law to evidence the existence of the minimum compulsory insurance and which describes who may drive the **insured vehicle** and the purpose for which it may be used.

Damage
Means any immediate and permanent loss of, or any visible tangible or physical breakage alteration or change to, the **insured vehicle** that impairs its value, usefulness or normal function and damage to or loss of software within a **vehicle computer system**.

Driving Licence
Means a legal permit to drive a vehicle as required by the laws of any territory to which this **policy** applies and appropriate to the category of the **insured vehicle** being driven. **Driving Licence** includes any related Certificate of Professional Competency (CPC) or other concurrent permit of any description necessary to use and drive the **insured vehicle.**

Excess
Means the first part of each and every claim for which **you** are responsible as shown in this document or the **schedule**. If more than one **insured vehicle** is involved in the same incident, any applicable **excess** shall apply to each **vehicle** separately.

Finance company
Means the company **you** entered into a finance agreement with for the payment of the whole premium or part premium to **us**.

Hazardous goods
Means any goods of any nature and/or quantity that require carriage in accordance with the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009; the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations (Northern Ireland) 2010 and/or the 'Approved List of Dangerous Substances' as published by the Health and Safety Executive.

Hire and reward
The carriage of passengers for payment, including tips or electronic or /app-based payments.

Insured Vehicle
Means any motor vehicle (including its **accessories, advanced driver assistance systems** and **vehicle computer system**) mentioned by description, category or registration mark in the **schedule** which is registered in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, unless otherwise agreed.

Market value
Means the cost of replacing the **insured vehicle** with one of a similar age, condition and history as determined by reference to vehicle value websites and publications.

Nuclear hazards
Means:

a) any ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; and

b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Period of insurance
Means the period shown in the **schedule**.

Policy
Means the contract of insurance formed of the documents described in the 'Policy guide'

Private car

Means an **insured vehicle** (including its **accessories, advanced driver assistance systems** and **vehicle computer system**) which is a passenger carrying **vehicle** not exceeding eight (8) seats (excluding the driver) mentioned by description, category or registration mark in the **schedule**.

Private Hire
Use of a passenger-carrying vehicle for the carriage of passengers for **hire and reward**, other than for **public hire**.

Public Hire
Use of a passenger-carrying vehicle for **hire and reward** under the terms of a Hackney Carriage licence.

Section
Means a section of the **policy**, or a sub-section of the **section**, that forms part of the insurance contract.

Schedule
Means the document which details **your** insurance, limits of cover and any applicable endorsements.

Statement of fact
Means the document we send to you that records all the information supplied to us by or on your behalf for the assessment of your eligibility for this insurance and its terms including the premium to this **policy.**

Territorial limits
Means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, including sea transit between ports in these areas including the processes of loading and unloading; the territories detailed in Section **C – European cover**.

Terrorism
Means an activity that involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure or a threat thereof; and appears to be intended to:

a) intimidate or coerce a civilian population;

b) disrupt any segment of the economy of a government de jure or de facto, state, or country;

c) overthrow, influence, or affect the conduct or policy of any government de jure or de facto by intimidation or coercion; or

d) affect the conduct or policy of any government de jure or de facto by mass destruction, assassination, kidnapping or hostage-taking.

Trailer
Means any articulated, semi-trailer or draw-bar trailer constructed and used for the primary purpose of being towed by a motor vehicle.

United Kingdom
Means England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Vehicle computer system
Means any computer software, middleware, firmware, program, hardware, electronic product or component, application, tool, code, script, interconnecting wiring, fixed disks and all components thereof, as well as any associated input and output device, data storage device, networking equipment, sensors, actuator, wireless communication device affecting the operation and running of the **insured vehicle**, with no independent power source and factory fitted, permanently in-built, or installed by the manufacturer at first registration, including but not limited to engine management systems, driver-assistance, safety, **ADAS**, security, infotainment and telecommunications; and does not include any **additional vehicle technology**.

Virus
Means any computer malware, virus or similar mechanism, computer program or code, including but not limited to, any malicious software, file, ransomware, virus, boot sector virus, macro virus, hostile applet, Trojan horse program, java virus, ActiveX virus, worm, logic bomb or other executable program or code which initiates an event on infected computer equipment, causing modification of or damage to data, memory or data media or otherwise adversely affecting directly or indirectly the operation of or access to the **insured vehicle**, any **vehicle computer system** or any data or information therein.

We/us/our/ourselves
Means QBE UK Limited who is the insurer and underwriter.

You/your/insured
Means the person(s) or company named in the **schedule**.

Covered sections

Please see the **schedule** which sets out which of the following **sections** of this **policy** are applicable.

Your insurance is subject to the details and endorsements shown in the **policy schedule.**

Section L – Legal expenses is operative if added by endorsement and shown in the **policy schedule.**

Cover given	Sections applicable
Comprehensive	All **sections**
Accidental damage, fire and theft only	**Section B – Damage to the insured vehicle** **Section D – Trailer cover** limited to loss or damage only
Third party fire and theft	**Section A – Your legal liability to others** **Section B – Damage to the insured vehicle** limited to fire, lightning, explosion and theft or attempted theft only **Section C – European cover** **Section D – Trailer cover** **Section E – Unauthorised movement of third-party vehicles** **Section F – Unauthorised use of the insured vehicle** **Section G – Unlicensed drivers (where a driving licence is not required by law)** **Section H – Loss of keys** **Section M - Additional vehicle technology** Limited to theft or attempted theft only
Third party only	**Section A – Your legal liability to others** **Section C – European cover** **Section D – Trailer cover** **Section E – Unauthorised movement of third-party vehicles** **Section F – Unauthorised use of the insured vehicle** **Section G – Unlicensed drivers (where a driving licence is not required by law)**
Fire and theft only	**Section B – Damage to the insured vehicle** limited to fire, lightning, explosion and theft or attempted theft only

Section A – Your legal liability to others

Indemnity to you

We will indemnify **you** in accordance with the terms of this **section** against **your** legal liability to pay damages, including claimant costs recoverable from **you**, arising out of the use of the **insured vehicle**, or in direct connection with the loading or unloading of the **insured vehicle** (and including where the use of the **insured vehicle** giving rise to any such liability is adversely affected by the operation or failure of or malicious, unlawful or unauthorised interference with the **insured vehicle computer system**):

(a) while it is being used with **your** consent for any purpose permitted by **your certificate of motor insurance**; and

(b) with **our** prior written consent, while the **insured vehicle** is being used for the carriage of **hazardous goods**; and

(c) during the **period of insurance** and within the **territorial limits**;

which results in:

(i) the death of or bodily injury to any person;

(ii) damage to any property subject to the following limits applying in respect of any one accident or series of accidents arising out of one originating cause:

i. five million pounds (£5,000,000) in respect of the use of any **insured vehicle** not being a **private car**, or

ii. twenty million pounds (£20,000,000) in respect of the use of any **insured vehicle** which is a **private car**; or

iii. one million two hundred thousand pounds (£1,200,000) in respect of the use of any **insured vehicle** being used for the carriage of **hazardous goods**.

Where more than one limit is operative, the lower limit will apply.

Charging (liability to others)

We will cover **your** legal liability to third parties for death, bodily injury or **damage** to property which occurs when an **insured vehicle** is connected for the purposes of charging the **insured vehicle** by (a) the manufacturer-supplied domestic charging cable to a domestic mains power supply or (b) a rapid charging unit's standard heavy-duty cable to a rapid charging unit.

Indemnity to others

Cover under this **section** shall extend to cover:

(a) Permitted drivers/users

any person **you** allow to drive the **insured vehicle** (other than an **agency driver**) provided their use is in accordance with **your certificate of motor insurance** and the provisions specified in the **schedule**;

(b) Your passengers

at **your** request any passenger or person (other than the person driving) whilst travelling in or getting into or out of the **insured vehicle**;

(c) Vehicle owners

at **your** request, the owner of the **insured vehicle**, where such vehicle is loaned, leased or hired to **you** (other than under a hire purchase agreement);

(d) Representatives

following the death of any person insured under this **section**, any executor, administrator or legal representative of their estate, for any liability incurred as a result of an accident involving the **insured vehicle**; and

(e) Principals

any principal for any legal liability incurred by **you** when using the **insured vehicle** for contract work on behalf of the principal so long as **you** have arranged with the principal for the conduct and control of all claims for which **we** may be liable to be vested in **us**.

Contingent liability cover

We will indemnify **you** for **your** liability arising from the driving of a vehicle not owned or provided by **you** which is being used in connection with **your** business by **your** employees provided that there is no other insurance in force covering the same liability.

Legal defence costs

Where an indemnity is provided to **you,** or any other person covered under this **section** of the **policy,** in respect of any liability to a third party arising out of the use of the **insured vehicle,** then provided **our** prior written consent is obtained, **we** will pay legal costs, disbursements and expenses reasonably and necessarily incurred in dealing with or defending:

(a) any civil claim for damages in respect of death, bodily injury or **damage**; and

(b) any criminal proceedings, including in relation to the defence on any charge of corporate manslaughter, corporate homicide, manslaughter, or causing death by reckless or dangerous driving and including legal representation at any coroner's inquest or fatal accident inquiry;

arising out of the accident or incident giving rise to the liability indemnified under this **section**.

Emergency medical treatment costs

We will pay for emergency medical treatment as required by any acts, laws or regulations which govern the driving or use of any motor vehicle in the **United Kingdom** arising out an accident involving an **insured vehicle**.

Exclusions to Section A

Except where necessary to meet the requirements of any compulsory motor insurance legislation operating within the **territorial limits**, the following exclusions apply to this **section** in addition to the 'General Exclusions'.

This **section** excludes:

Fines and penalties

fines, penalties, punitive or exemplary damages intended to punish **your** wrong doing;

Injury from employment

liability for the death of or bodily injury to any person arising out of and in the course of that person's employment by any person entitled to indemnity under this **section**;

Injury to the driver

liability for the death of or bodily injury to any person driving the **insured vehicle** or in charge of it for the purpose of driving it;

Loading and unloading

liability for death, bodily injury or **damage** caused or arising beyond the limits of any carriageway or thoroughfare in connection with the:

(a) bringing of the load to the **insured vehicle** for loading on board; or
(b) taking away of the load from the **insured vehicle** after unloading;

Mis-Delivery

liability for death, bodily injury or **damage** to property, arising directly or indirectly by the wrongful collection or delivery of a load, or where the load does not conform to the specification of the customer;

Pollution and Contamination

any loss, **damage** or liability for death of or bodily injury to any person or **damage** to property directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place;

Property owned or in custody

(a) loss of or **damage** to any premises (including its fixtures and fittings) or other property **you** or any other person claiming indemnity occupy or own or are responsible for; or

(b) loss of or **damage** to property belonging to or held in trust by **you** or in **your** custody or control or property being conveyed by the **insured vehicle**;

Tools of trade use

liability for death, bodily injury or **damage** to property, arising directly or indirectly out of the operation of any **insured vehicle** or **trailer** while stationary except where used for self-loading and/or self-unloading operations provided that:

(a) the **insured vehicle** is operating solely for the provision of power of self-loading machinery;

(b) the **insured vehicle** and/or **trailer** is immobilised and has all safety features properly engaged; and

(c) there is no other policy in force that covers the same liability;

Towing

(a) death, bodily injury or **damage** to property where the **insured vehicle** is towing more **trailers** than permitted by law;

(b) damage to a **trailer** or disabled mechanically propelled **vehicle** being towed or for any load carried in or on it.

Section B – Damage to the insured vehicle

Indemnity to you

We will indemnify **you** for **damage** to the **insured vehicle** caused by:

(a) accident;

(b) malicious **damage** other than where such damage is caused by **you**, **your** employees (where relevant) or any person insured to drive under this **policy**;

(c) fire, lightning, explosion;

(d) theft or attempted theft

during the **period of insurance**.

The maximum amount that **we** will pay is two million pounds (£2,000,000) in connection with any one occurrence or series of occurrences arising out of any one event during the **period of insurance.**

In respect of any **damage**, at **our** option **we** will:

(a) pay the reasonable costs to repair the **insured vehicle**; or

(b) replace the **insured vehicle** with one of a similar type, age and condition; or

(c) pay **you** up to the **market value** of the **insured vehicle** immediately prior to the **damage** to the **insured vehicle,**

provided that **we** will not pay more than:

(a) the lesser of the **market value** of the **insured vehicle** immediately prior to the **damage** or the price **you** paid for the **insured vehicle**; or

(b) the manufacturer's list price for any replacement component part or **accessory**.

Recovery and redelivery

If the **insured vehicle** is disabled as a result of loss or **damage** insured by this **section, we** will indemnify **you** for the reasonable costs of protection and removal of the **insured vehicle** to the nearest suitable repairers and the reasonable cost of delivery to **you** in the **United Kingdom** after repair.

Electric vehicles-leased batteries

In the event of loss or **damage** under this **section, we** will indemnify **you** for any payment **you** have to make to the owner of the **insured vehicle** battery, if the battery is leased or hired to **you**.

Misfuelling

If the **insured vehicle** is accidentally misfuelled, **we** will indemnify **you** for the cost of:

(a) draining the fuel;

(b) cleansing the fuel tank; and

(c) any other **damage** to the **insured vehicle** caused as a direct result of the misfuelling,

except that **we** shall not be liable for any **damage** caused when driving the **insured vehicle** knowing it had been misfuelled.

Replacement child seat

We will pay **you** up to £100 towards the replacement of a child seat whether visibly damaged or not, following an accident in a **vehicle** covered under this **section**.

Exclusions to Section B

The following exclusions apply to this **section** in addition to the 'General Exclusions'

This **section** excludes:

Excess

(a) the first amount of each and every claim as specified in the **schedule;** and

(b) the first amount of each and every claim as specified in the **schedule** of any payment solely towards replacement windscreen, windows or sunroof of the **insured vehicle** (a "glass claim") and any resulting scratching of the bodywork of the **insured vehicle**. This **excess** does not apply to claims if the windscreen or window is repaired and not replaced. A limit of £150 will apply where not reported to **us** on +44 (0)800 389 1708. **Your** No Claim Discount will not be prejudiced for a glass claim.

(c) Any **excess** shown in the **schedule** is reduced by £250 for any claim (i) reported to **us** on +44 (0)800 389 1708 within 24 hours of the accident or incident and (ii) where repairs to the **insured vehicle** are carried out by one of **our** approved repairers, unless:

(i) the total net repair cost is less than the **excess**;
(ii) the claim is a windscreen claim; or
(iii) the claim is for a total loss of the **insured vehicle**.

Carriage of hazardous goods
any loss or **damage** while the **insured vehicle** is being driven or used for the carriage of **hazardous goods** except where **you** have obtained **our** prior written consent.

Damage to tyres
any **damage** to tyres due to the application of brakes, side slips, cuts, bursts or punctures or similar, except as a direct result of an accident involving the **insured vehicle**.

Deception
any loss by fraud or false representation.

Diminution in value
any reduction in value of the **insured vehicle** following repair.

Fuel
loss of fuel by any means.

Loss of use
any loss of use or other form of indirect loss not covered by this **section**;

Mechanical or electrical breakdown
electrical, electronic or mechanical breakdown to the **insured vehicle** or any part thereof caused by:

a) driver error, incompetence or neglect of the **insured vehicle**; or

b) a gradually operating cause;

Obsolete spare parts
any amount in excess of the price shown in the manufacturer's last list price at the date of the loss or **damage** where that part or **accessory** is unobtainable or obsolete in pattern;

Pressure waves
any **damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

Subsequent damage
any additional **damage** resulting from the **insured vehicle** being moved by **you** after an accident or fire or theft;

Wear and tear (betterment)
wear and tear or depreciation or that part of repair that increases the **market value** of the **insured vehicle** beyond its **market value** immediately before the loss or **damage**;

Vehicle Computer System
any loss or **damage** to or impairment in the function of the **vehicle computer system** arising out of, caused by, contributed to, resulting from or in connection with any actual, threatened or anticipated criminal, unauthorised or malicious act, hack, denial of service attack or deployment of any **virus**, ransomware, code or software.

Vehicle security
theft or attempted theft where:

(a) all locks have not been engaged;

(b) any windows have been left open;

(c) the immobiliser is either not working or has not been activated;

(d) the keys or other removable ignition devices have been left in or on the **insured vehicle;**

(e) any software, application or any connected device used to remotely operate the **insured vehicle** is left unlocked and unattended.

Condition applicable to Section B

If the **insured vehicle** is lost or **damaged** beyond economical repair, the **insured vehicle** will become **our** property for disposal in accordance with the Code of Practice for the Disposal of Motor Vehicle Salvage and where **we** request so, **you** must provide **us** with:

(i) the current vehicle registration document (V5); and

(ii) the current MOT certificate, where applicable; and

(iii) all keys to the **insured vehicle**; and

(iv) the **insured vehicle** purchase receipt; and

(v) any other items **we** may reasonably require.

Section C – European cover

Automatic minimum cover

Your policy provides the minimum insurance necessary to comply with the laws on compulsory insurance of motor vehicles in any country in which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the EU directive in relation to civil liabilities arising from the use of motor vehicles.

Where the minimum indemnity provided is less than that provided under **United Kingdom** minimum legal requirements, the higher level shall apply.

Your policy only provides cover under this **section** if:

(a) if **your** permanent residence is in the **United Kingdom** and **your** visit to such country(ies) is temporary; and
(b) the **insured vehicle** is used for social, domestic and pleasure purposes only.

Your policy does not cover **hire and reward** outside the **United Kingdom**.

Extended cover

If the **insured vehicle** with a gross vehicle weight of 7.5 tonnes or less **we** will indemnify **you** for the cover set out in the **schedule** whilst in or travelling between:

(a) the **territorial limits**; and

(b) any member country of the European Union; and

(c) Iceland, Norway and Switzerland.

Your certificate of motor insurance should be sufficient evidence of insurance in the above countries, however **we** will issue an International Motor Insurance Card (Green Card) free of charge if **you** request this.

Green Card

If the **insured vehicle** is travelling in Europe or other countries listed on the Green Card but outside the countries listed in the Extended Cover clause of this **section**, then at **your** request **we** will extend **your** insurance to include the territories listed in the Green Card subject to acceptance of any additional terms **we** may require and payment of any additional premium.

We will also indemnify **you** for sea or rail transit between ports in the countries specified in the Extended cover clause of this **section** including loading and unloading, provided that such transit is:

(a) by any recognised sea passage;

(b) of a duration no longer than 65 hours; and

(c) concluded before expiry of the period of the Green Card.

Sea losses

We will indemnify **you** against any general average contribution, salvage, sue and labour charges incurred provided that:

(a) the **insured vehicle** is insured for **damage** under **Section B – Damage to your vehicle**; and

(b) the contribution relates to the **market value** of the **insured vehicle**.

Customs duty

If the **insured vehicle** suffers any loss or **damage** covered by this **policy we** will indemnify **you** for any enforced customs and excise duty resulting from the temporary importing of **your insured vehicle** into any of the countries where **you** have insurance.

Section D – Trailer cover

This **section** is an extension to **section A** and/or **B** and any relevant terms and conditions of those **sections** shall apply to this **section**.

Under this **section we** will pay **you** up to £5,000 after the deduction of any **excess** applicable to **Section B – Damage to** the **insured vehicle.**

Attached trailers

Any **trailer** owned, hired, leased or used by **you** will be insured under all **sections** provided it is attached to an **insured vehicle** covered under the **policy**.

Detached trailers

Where the **trailer** is:

(a) temporarily detached from the **insured vehicle** during the course of a journey; or

(b) out of use on **your** secured premises or **your** customers' secured premises;

we will indemnify **you** in respect of use of the **trailer** under **Section A – Your legal liability to others** only. The **policy** does not provide cover for detached **trailers** which are not covered by (a) or (b) above.

Exclusions to Section D

Trailers valued at over £5,000 unless specified in the **schedule.**

Except where necessary to meet the requirements of any compulsory motor legislation operating within the **territorial limits**, the following exclusions apply to this **section**. In addition to the 'General Exclusions'

This **section** excludes:

Excess

The amount of any **excess** applicable to **Section B – Physical damage to** the **insured vehicle** as shown in the **schedule**.

Exclusions under other sections

Any loss or **damage** in respect of any exclusions stated in **Section A – Your legal liability to others** and **Section B – Damage to the insured vehicle.**

Property being conveyed

Loss or **damage** to property being conveyed in or on any **trailer**.

Use for hire and reward

Any loss, **damage** or liability arising in connection with the use of a **trailer** while attached to an **insured vehicle** which is being used for **hire and reward**.

Section E – Unauthorised movement of third-party vehicles

Not applicable

Section F – Unauthorised use of the insured vehicle

We will indemnify **you** for **your** liability under **Section A – Your legal liability to others** only arising from the unauthorised use of the **insured vehicle** by **your** employees.

This **section** provides cover notwithstanding 'General Exclusion – Use' b) below, but solely in respect of unauthorised us by **your** employees. The **section** is an extension to **Section A** and any relevant terms and conditions of **Section A** shall apply to this **section**.

Exclusions to Section F

The following exclusions apply to this **section**, in addition to the 'General Exclusions'

This **section** excludes:

Compliance with policy restrictions

any liability incurred where **you** have failed to take all reasonable precautions to ensure **your** employees are made aware of and comply with restrictions applicable to the use of the **insured vehicle**.

Section G – Unlicensed drivers (where a driving licence is not required by law)

We will indemnify **you** under all **sections** for any liability, loss or **damage** arising out of the **insured vehicle** being driven by (or being in the charge of for the purpose of being driven by) an unlicensed driver when a **driving licence** is not required by law.

This **section** is an extension to **section A** and/or **B** and any relevant terms and conditions of those **sections** shall apply to this **section**.

Exclusions to Section G

The following exclusions apply to this **section** in addition to the 'General Exclusions'

This **section** excludes:

Non qualifying drivers

any liability, loss or **damage** while the person driving is not:

(a) driving on **your** order or with **your** permission; and

(b) of an age to hold a **driving licence** applicable to the type of vehicle being driven.

Section H – Loss of keys

In the event that the keys, removeable ignition device or lock transmitter of the **insured vehicle** are lost or stolen and provided that the loss has been reported to the police **we** will pay **you** up to £1,000 after the deduction of any **excess** applicable to **Section B – Damage to** the **insured vehicle** towards the cost of replacing the door locks, boot lock, the ignition or steering lock, the lock transmitter and/or central locking interface and/or recoding any alarm system.

This **section** is an extension to **Section B** and any relevant terms and conditions of **Section B** shall apply to this **section**.

Your No Claim Discount will not be disallowed solely as a result of a claim under this **section.**

Exclusions to Section H

The following exclusions apply to this **section**, in addition to the 'General Exclusions'

This **section** excludes:

Excess

The **damage excess** shown in the **schedule** for **section** B shall apply to each and every claim under this **section**.

Section I – Medical expenses

In respect of any accident involving the **insured vehicle** indemnified under any **section, we** will pay **you**, the driver, or any passenger travelling in the **insured vehicle,** who is injured in the accident, up to £500 per person for reasonably incurred for medical expenses. The most **we** will pay for all claims arising out of one accident is £2,000.

Section J – Personal effects

At **your** request **we** will pay up to £500 per person for loss of or damage to the personal effects of the driver and any passenger being carried in or on any **insured vehicle** provided that the loss occurs as part of an incident for which **we** provide indemnity under this **policy**.

At **your** request, **we** will make payment directly to the owner of the lost or damaged property.

This **section** is an extension to **section A** and/or **B** and any relevant terms and conditions of those **sections** shall apply to this **section**. To the extent this **section** is inconsistent with the 'Property Owned or in Custody' exclusion in **section** A, this **section** prevails.

Exclusions to Section J

The following exclusions apply to this **section**, in addition to the 'General Exclusions' This **section** excludes:

Excess
The first £50 of any loss or damage per person.

Excluded items
(a) money, credit or debit cards, tickets, jewellery; documents and securities;

(b) audio and video equipment and media, mobile phones, computers and tablets;

(c) trade goods samples or tools; and

(d) any other property elsewhere insured.

Vehicle security
any loss or damage where the **insured vehicle** is not locked when left unattended.

Section K – Personal accident

At **your** request and subject to the **schedule** showing that you have comprehensive cover, **we** will pay £10,000 if the driver of the **insured vehicle** suffers accidental injury or death while travelling in or getting into or out of the **insured vehicle** provided that:

(a) within thirteen (13) weeks of the accident the injury causes the death, loss of limb (including irrecoverable loss of use of any limb) or irrecoverable loss of all sight in one or both eyes of the driver; and

(b) the driver is over twenty-one (21) years of age and under seventy (70) years of age on the date of the accident.

(c) the payment is limited to ten thousand pounds (£10,000) in respect of any one incident; and

(d) the payment is limited to ten thousand pounds (£10,000) in respect of any one **period of insurance**.

We will make payment directly to the driver or their legal representative.

Exclusions to Section K

The following exclusions apply to this **section** in addition to the 'General Exclusions'

This **section** excludes:

Suicide or self-harm

any injury or death where actual or attempted self-harm or suicide (or any attempt of self-harm or suicide) by the driver of the **insured vehicle** contributes to the injury or death.

Alcohol or drugs

any injury or death where alcohol or drug use by the driver of the **insured vehicle** forms a contributing factor.

Section L – Legal expenses

Cover under **Section L – Legal Expenses** only applies where shown in the operative endorsements in the **schedule**.

All claims under this **section** are managed by Lawclub on **our** behalf.

If **you** want to make a claim under Part A – Uninsured Loss Recovery **you** should telephone 08006783030 and quote master **policy** number 36522.

If **you** want to make a claim under Part B – Motor Prosecution Defence **you** should telephone 0370 241 4140 and quote master policy number 36522.

Lawclub also provide the Lawphone Legal Helpline.

Certain words in this section have special meanings. These words and their meanings are detailed in this section and apply wherever **we** have printed them in bold italics throughout.

Civil case
A legal action which does not involve the defence of any criminal prosecution against **you**.

Costs
Where **we** have given **our** written agreement, **we** will pay the following on **your** behalf.

(a) the professional fees and expenses reasonably and properly charged by the **legal representative** on the **standard basis**, up to the Guideline Hourly Rates set by the Senior Court Costs Office, which **you** cannot recover from **your** opponent;
(b) **your** opponent's legal costs and expenses incurred in a *civil case* which **you** are ordered to pay by a court or which **you** pay to **your** opponent with **our** written agreement.

We will only pay *costs* which are necessary and in proportion to the value of **your** claim. If **we** do not agree that the *costs* have been reasonably and properly incurred or are necessary and in proportion to the value of **your** claim, **we** will have those *costs* assessed in accordance with Our rights, we will have the right to clause f under the Legal Expenses Claims Procedure.

We will only start to cover *costs* from the time **we** have accepted **your** claim in writing and appointed the **legal representative**.

Damages
Money that a court says **your** opponent must pay to **you** or money **your** opponent agrees to pay to **you** to settle **your** legal action.

Insured Event
An incident which gives rise to a claim under this section and as described below under What you are covered for.

Legal representative
The solicitor or other person appointed with **our** agreement to represent **you** under the terms of this **section**.

Opponent
The party responsible for the accident or collision which has given rise to an **insured event** under this section and against whom **you** wish to bring a legal action.

Reasonable prospects of success
There are reasonable prospects of success if, at all times during **your** *civil case* against **your** opponent, it is more likely than not that

(a) a court would:

(i) decide the legal action under 'uninsured loss recovery' in **your** favour (this includes making a successful appeal or successfully defending an appeal following a decision made in respect of **your** claim by a court); or
(ii) award **you** a more favourable settlement than has already been offered by **your** opponent; and

(b) if **you** are seeking **damages** from **your** opponent, **you** will recover them.

Important information about reasonable prospects of success
At all times during **your** legal action **reasonable prospects of success** must exist for **us** to begin, and continue, providing cover under this **section**.

In order for **us** to decide whether **reasonable prospects of success** exist **we** will seek the opinion of the **legal representative**. If **we** and the **legal representative** do not agree on whether **reasonable prospects of success** exist, **we** will also seek the opinion of any other legally qualified advisor or other expert appropriate to **your** claim that **we** feel it is necessary to consult.

If **we** believe that **reasonable prospects of success** do not exist **we** will end **your** claim.

If **we** end **your** claim due to **reasonable prospects of success** no longer existing because **you** have not complied with the Conditions applicable to this **section, we** will not

pay any *costs* incurred during **your** claim.
If **we** end **your** claim due to **reasonable prospects of success** no longer existing because of any other reason, **we** will pay *costs* incurred up to the date that **we** end **your** claim.

Standard basis
The normal method used by the court to assess *costs* which the court decides are proportionate to **your** legal action and have been reasonably incurred by the **legal representative** and **your** opponent.

You/Your
For this section **you/your** is extended to include any person authorised to drive under **your certificate of motor insurance** or be a passenger in **your insured vehicle**.

What you are covered for

Part A - Uninsured loss recovery
We will pay the *costs* **we** have agreed of **you** taking legal action against **your** opponent for **damages** arising from an accident involving the **insured vehicle** that:

(a) **we** and the **legal representative** agree:
  (i) is not **your** fault; and
  (ii) was caused by **your** opponent; and

(b) causes:
  (i) **your** death or bodily injury whilst **you** are in, on or getting into or out of the **insured vehicle**; or

  (ii) damage to the **insured vehicle**; or

  (iii) (damage to property which **you** own or are legally responsible for and which is in or on the **insured vehicle**.

The cover provided by this **section** also includes the *costs* of making or defending an appeal following a decision by a court in respect of **your** legal action.

We will provide this cover as long as:

(a) the accident happened within the **territorial limits** and during the **period of insurance**; and

(b) the legal action will be decided by a court within the **territorial limits**; and

(c) **we** have given **our** written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and

(d) reasonable prospects of success exist.

The most **we** will pay for all claims arising out of the same accident involving the **insured vehicle** is one hundred thousand pounds (£100,000).

Part B - Motor prosecution defence
We will pay the *costs* of **you** defending criminal proceedings being brought against **you** arising from **your** ownership or use of **your vehicle**. **We** will also pay the *costs* of making an appeal against **your** conviction or sentence by a court.

We will provide this cover as long as:

(a) the event giving rise to the criminal proceedings happened within the **territorial limits** and during the **period of insurance**; and

(b) **You** advise **us** of **your** summons no later than 7 days after receiving it.

(c) the criminal proceedings will be decided by a court within the **territorial limits**; and

(d) **we** have given **our** written agreement to **you** making an appeal against **your** conviction or sentence by a court.

The most **we** will pay for all claims arising from the same criminal proceedings involving **your vehicle** is one hundred thousand pounds (£100,000).

Lawphone Legal Helpline
You have access to Lawphone Legal Helpline 24 hours a day, 365 days a year, for advice on any legal matter relating to **your** business. The advice **you** receive from Lawphone will always be according to the laws of Great Britain and Northern Ireland.

Call Lawphone on 0370 241 4140 and when doing so:

(a) **you** should confirm that **you** are a QBE Taxi policyholder;

(b) **you** will then be asked for a brief summary of the problem;

(c) this will be passed to an adviser who will return **your** call.

Conditions
a) **Your agreements with others**:
We will not be bound to any agreement between **you** and the **legal representative** or **you** and any other person or organisation.

b) **Freedom to choose the legal representative:**

At any time before **we** and the **legal representative** agree that legal proceedings need to be issued or defended in a court, **we** will choose the **legal representative**.

You have the right to choose the **legal representative** if **we** and the **legal representative** agree that negotiations with **your** opponent have failed to settle the dispute and it becomes necessary for legal proceedings to be issued or defended in a court.

You can also choose the **legal representative** if a conflict of interest arises which means that **our** chosen **legal representative** cannot act for **you** because of their professional rules of conduct. **You** must send the name and address of **your** chosen **legal representative** to **us**. If **we** agree to appoint **your** chosen **legal representative**, they will be appointed on the same terms as **we** would have appointed **our** chosen **legal representative**, other than in respect of any agreement **we** and **your** chosen **legal representative** reach over the *costs* that **we** will pay.

When choosing the **legal representative**, **you** must remember **your** duty to keep the *costs* of any legal proceedings as low as possible.

If there is a dispute about **our** choice of **legal representative** that **you** and **us** cannot resolve, the matter will be settled using the procedure in the Dispute Resolution clause.

Exclusions to Section L

In addition to the General exclusions **we** will not indemnify **you** for:

(a) any claim arising out of a contract **you** have with another person or organisation;

(b) a claim for an event which is not covered under this **policy**;

(c) where the date of the **insured event** is before the date of inception of this policy;

(d) any claim that is not notified to **us** as soon as is practicable following an **insured event. We** shall have the right to reject any claim under this section where **your** delay in notifying **us** has adversely affected the likely outcome of **your** legal action and/or prejudiced **our** position;

(e) any *costs*:

(i) incurred before **we** have accepted **your** claim in writing and appointed the **legal representative**;

(ii) **you** have paid directly to the **legal representative** or any other person without **our** permission;

(iii) relating to an appeal following a decision by a court in respect of **your** legal action against **your** opponent unless **we** and the **legal representative** agree that **reasonable prospects of success** exist;

(iv) that the court orders **you** to pay to **your** opponent at the end of a *civil case* on anything other than the **standard basis**. This will normally be because of **your** improper or unreasonable conduct during the legal action;

(f) any money **you** have to pay under a contract **you** have with the **legal representative** where the amount of that money is determined by the amount of:

(i) legal ***costs*** and expenses incurred by the **legal representative** in respect of **your** claim; or

(ii) **damages you** receive from **your** opponent. These types of contracts are normally ref referred to as either conditional fee agreements or damages based agreements.

(g) any disputes between **you** and **us** or **you** and **your legal representative**;

(h) any dispute arising from:

(i) an application for a review of the way that a decision has been made by a government authority local authority or other public body (this is normally referred to as a judicial review); or

(ii) any other challenge to any existing or proposed legislation;

(i) any claim that has arisen from **your** deliberate or reckless action;

(j) any actual or potential prosecution, dispute or accident that **you** were aware of, or should have been aware of, before the cover under this **policy** started;

(k) any Value Added Tax that is payable on the *costs* incurred which **you** can recover from elsewhere;

(l) parking offences for which **you** do not receive points on **your driving licence**;

(m) driving while under the influence of drink or drugs;

(n) any fines or other penalties awarded against **you** by a court or tribunal;

(o) any claim where **you** do not have a valid i) MOT certificate or taxation for the **insured vehicle** where required by law; or ii) driving **licence**;

(p) any criminal proceedings where an indemnity is available under Section A of this **policy**;

(q) any award of ***costs*** made against **you** by a court following criminal proceedings;

Legal expenses claim procedure

You must:

(a) not appoint a **legal representative** if **you** require **your** claim to be covered by this **section**;

(b) at all times throughout **your** legal action give the **legal representative** and Lawclub a complete accurate and truthful account of all the circumstances that are relevant to **your** legal action of which **you** are aware or should have been aware. This will include details of any agreement between **you** and any other person or organisation. **You** and anyone acting on **your** behalf must not knowingly give any false, fraudulent, exaggerated or incorrect statement or document to **your legal representative** or to Lawclub;

(c) follow the advice of, and cooperate fully with, the **legal representative** and **us** at all times during **your** legal action. This will include attending all court hearings or other appointments that the **legal representative** asks **you** to attend;

(d) not withdraw **your** claim from the **legal representative** without the written agreement of the **legal representative** and **us**;

(e) get **our** written agreement before making or defending an appeal against the decision of a court in respect of **your** legal action;

(f) instruct the **legal representative** to take all reasonable steps to recover ***costs*** from **your** opponent and pay them to **us**. If **you** do not do this, **we** will have the right to reduce the amount that **we** pay under this **policy** to the amount that **your** ***costs*** would have been if **you** had instructed the **legal representative** to take all such reasonable steps.

The legal representative must:

(a) get **our** written permission before instructing a barrister or other legally qualified advisor or expert;

(b) tell **us** at the first opportunity once they become aware of any information or development relating to **your** legal action which will more likely than not mean that:

(i) **reasonable prospects of success** no longer exist; or

(ii) the losses or **damages** that **you** can recover from **your** opponent will be reduced from the amount that was originally expected by the **legal representative**;

(c) tell **us** at the first opportunity once they become aware that **you** want to make an offer, or **your** opponent has made an offer, to settle **your** legal action;

(d) report the result of **your** legal action to **us** at the first opportunity after it is finished;

(e) take all reasonable steps to recover *costs* from **your**

(f) opponent and pay them to **us**

We will have the right to:

(a) appoint the **legal representative** in **your** name and on **your** behalf;

(b) take over and conduct, in **your** name, any claim or proceedings;

(c) contact the **legal representative** at any time and have access to all statements, opinions, reports or any other documents relating to **your** legal action;

(d) appoint a barrister or other legally qualified advisor or expert appropriate to **your** legal action and ask for his or her opinion on the value of **your** legal action and whether **reasonable prospects of success** exist;

(e) end **your** claim if, at any time during **your** legal action **reasonable prospects of success** no longer exist. If, after **we** end **your** claim, **you** continue the legal action and get a better settlement than they expected, **we** will pay **your** *costs* which **you** cannot get back from anywhere else;

(f) have any legal bill assessed if **we** and the **legal representative** or the representative acting for and on behalf of **your** opponent cannot agree on the level of *costs*. If **we** do this the assessment will be carried out by a court, independent expert in the

assessment of *costs* or another competent party. **We** will not pay any more than the *costs* that are determined reasonable by the assessment;

(g) settle **your** claim by paying the amount in dispute. If we do this, **we** will not pay any *costs* incurred after the date that **we** tell **you**, and any **legal representative**, that **we** have decided to settle **your** claim. (This will not apply where legal proceedings have begun in a court before the date, **we** decide to settle **your** claim. In these circumstances **we** will settle the claim by paying *costs* that are necessary to discontinue those legal proceedings as well as the amount in dispute);

(h) settle the *costs* covered by this **section** at the end of **your** legal action.

Section M - Additional vehicle technology

In respect of any accident involving the **insured vehicle** indemnified under **section B - Damage to** the **insured vehicle, we** will pay up to £250 for loss or damage to **additional vehicle technology** in or on the **insured vehicle**.

This **section** is an extension to **section B** and any relevant terms and conditions of **section B** shall apply to this **section**.

Exclusions to Section M

The following exclusions apply to this **section** in addition to the 'General Exclusions'

This **section** excludes:

Excess
the first £50 of any loss or damage;

Vehicle security
any loss or damage where:

(a) all locks have not been engaged;

(b) any windows have been left open;

(c) the immobiliser is either not working or has not been activated;

(d) the keys or other removable ignition devices have been left in or on the **insured vehicle;**

(e) any software, application or any connected device used to remotely operate the **insured vehicle** is left unlocked and unattended.

General exclusions

This **policy** excludes the following:

Aircraft and aircraft sites

Any loss, **damage** or liability arising

(a) while any **insured vehicle** is being used in or on any areas of an airport, airfield or aerodrome to which the public do not have free vehicular access; and

(b) concerning or in connection with an aircraft within the boundary of an airport, airfield or aerodrome

Contractual liability

Any liability arising from a contract or agreement which would not have arisen in the absence of such a contract or agreement.

Data loss and connected devices

Any loss, **damage** or liability arising out of the loss of, or the re-installing, recovering, replicating or replacing of data of any type held or stored on any **vehicle computer system, additional vehicle technology, accessory** or connected device. This exclusion shall not operate to exclude cover expressly granted under **Section H -Loss of keys** or **Section M – Additional vehicle technology.**

European jurisdiction

A judgment or order by a court of competent jurisdiction enforcing the judgment of a foreign court which is outside the **territorial limits** of the **policy** or the countries specified under **Section C – European Cover**.

Data protection liabilities

Any liability which arises under the Data Protection Act 2018 or General Data Protection Regulation (GDPR).

Deliberate Intentional or Unlawful Acts

any loss, **damage** or liability which is directly or indirectly caused by or contributed to by the use of a vehicle by any person with the intent to:

(i) cause damage to other vehicles or property; or

(ii) cause Injury, (including fatal injury), to any person(s); or

(iii) put any person(s) in fear of injury; or

(iv) cause self-harm or suicide.

Drugs and alcohol

Any loss, **damage** or liability arising while any **insured vehicle** is being driven by or is in the charge of anyone (including **you**) who is convicted of:

(a) failing to provide a breath, blood or urine sample;
(b) driving over the legal limit for alcohol; or
(c) driving under the influence of drugs, prescribed or otherwise

while driving or in charge of the **insured vehicle**.

Such a conviction is deemed to be conclusive evidence that the driver or person in charge of the **insured vehicle** at the relevant time was under the influence of alcohol or drugs.

Where this exclusion applies **we** will provide the minimum insurance required by the Road Traffic Act 1988 but reserve the right to seek recovery of any such amounts from **you** or the driver/person in charge of the **insured vehicle**.

Hazardous goods

Any loss, **damage** or liability caused by, contributed to or arising from carrying any dangerous substances or goods for which a licence is required from any relevant authority.

Nuclear hazards

Any liability that attaches by or arising from **nuclear hazards.**

Passenger capacity & construction/use

Any loss, **damage** or liability that arises while the **insured vehicle** is carrying:

(a) more passengers than the maximum seating capacity set by the manufacturer;

(b) passengers in a manner likely to affect the safe driving or control of the **insured vehicle**; or

(c) any load greater than:
  (i) the maximum carrying capacity set by the vehicle manufacturer; or
  (ii) any plated weight limit applicable to the **insured vehicle**; or
  (iii) any licensed passenger capacity set by the relevant licensing council or other licensing authority.

Racing

Any loss, **damage** or liability occurring while the **insured vehicle** is being used for any formal or informal race on or off any road (whether prearranged or not) for purposes including but not limited to pace making, rallying, competitions, speed tests or being driven on any racetrack, circuit or any other prepared course or derestricted toll road including but not limited to the Nürburgring Nordschleife.

Riot or civil commotion

Any loss, **damage** or liability caused by riot or civil commotion occurring outside Great Britain, the Channel Islands and the Isle of Man.

Software

Any loss, **damage** or liability arising out of, caused by, contributed to, resulting from, or in connection with:

(a) any unauthorised software alteration made by **you** or any other person where **you** had knowledge of the alteration; or

(b) **your** failure to install software updates as recommended by the vehicle manufacturer or distributor that **you** knew or ought reasonably to have known were critical to the proper operation of the **vehicle computer system** and the **vehicle** or the safety of the **insured vehicle**.

Terrorism and war

Any loss, **damage** or liability arising directly or indirectly out of:

(a) **terrorism**, or

(b) war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law

except so far as is necessary to meet the requirements of the laws relating to the compulsory insurance of motor vehicles in any country to which this **policy** applies.

Use by unlicensed driver

Except as expressly covered under **Section G – Unlicensed drivers (where a driving licence is not required by law)** any loss, **damage** or liability while the **insured vehicle** is being driven or used by anyone who:

(a) does not hold a **driving licence** to drive the **vehicle** for the relevant use or has had the **driving licence** to drive the **insured vehicle** revoked; or

(b) has held but is currently disqualified from holding or obtaining such a **driving licence**; or

(c) does not fully comply with the conditions of their **driving licence**.

Unsafe load

Any loss, **damage** or liability whilst:

(a) any load in or on the **insured vehicle** is not being conveyed safely; or

(b) the **insured vehicle** is conveying a load in excess of:

(i) that for which it was constructed; or

(ii) the maximum carrying capacity that **you** have advised **us** of;

whichever is the lower.

Use

Except as expressly covered under **Section F – Unauthorised use of** the **insured vehicle,** or while in the custody of a motor trader for service or repair, any loss, **damage** or liability while the **insured vehicle** is being:

(a) driven other than in accordance with the provisions of the **certificate of motor insurance** or used other than for the purposes specified in the **schedule**; or

(b) driven by anyone without **your** permission; or

(c) driven by an **agency driver**.

Driver Licensing (Hire and reward)

Any loss, **damage** or liability arising when the **insured vehicle** is driven for **hire and reward** by a person who, at the time of driving, does not:

(a) hold a valid full **United Kingdom** driving licence, or another driving licence legally valid for driving within the relevant location(s); or

(b) meet all legal requirements relating to fitness and authorisation to drive the **insured vehicle** for **hire and reward** in the relevant location(s), including meeting any applicable medical standards and having a right to work in the relevant location(s); or

(c) for the purpose of **public hire**, hold a current and valid **public hire** licence or licences issued by the appropriate licensing authority(ies); or

(d) for the purpose of **private hire**, hold a current and valid **private hire** licence or licences issued by the appropriate licensing authority(ies).

Vehicle Licensing and Condition (Hire and reward)

Any loss, **damage** or liability arising when the **insured vehicle** is used for **public hire** or **private hire** but is not:

(a) licensed by the appropriate local authority(ies) as a vehicle for **public hire** or **private hire**, as applicable (or its license(s) are suspended, revoked,

expired or otherwise invalid);

(b) compliant with all conditions attached to such licence(s) including any requirements relating to vehicle age, emissions, accessibility, signage or plates, meters, and safety equipment; or

(c) holding a valid MOT certificate and/or has not passed any additional inspections the licensing authority(ies) require(s).

Permitted Use and Booking (Hire and reward)

Any loss, **damage** or liability arising from use of the **insured vehicle** for **hire and reward** which is unlawful or:

(a) does not comply with all applicable licensing requirements;

(b) constitutes unlawful plying for hire or unauthorised operation outside a licensed area

(c) for **private hire**, is not pre-booked through a validly licensed and authorised **private hire** operator; and accepted and dispatched in accordance with the conditions of such operator's licence; or

(d) for **public hire** is not used in accordance with the permissions and geographic area authorised by the issuing licensing authority(ies), unless otherwise permitted by law.

Claims conditions and requirements

Claim/accident notification

If the **insured vehicle** is involved in an accident or incident, or **you** or any person entitled to claim under this **policy**, is involved in an accident or incident that may result in a claim against **you** or under the **policy**, then regardless of blame, **you** must:

(a) report the details of any such accident or incident to **us** within 24 hours. Details of how to contact **us** are set out in the 'Policy Guide'.

(b) immediately send to **us** any letter of claim, claim form, summons or other legal document or any other communication received in connection with any accident or claim;

(c) inform **us** immediately upon **your** first awareness of any pending prosecution, coroner's inquest or fatal inquiry; and

(d) notify the police as soon as possible of any criminal act, including theft, or **damage** by attempted theft and give the police all assistance necessary.

If **you** do not report the accident or incident to **us** within 24 hours, **you** will not benefit from the reduced **excess**. The full **excess** shown in **your schedule** will apply.

If **you** do not comply with this clause, or otherwise prejudice **our** position, **we** reserve the right to seek recovery of any additional costs **we** incur due to **your** action or failure to act.

Your duties

For every claim against **you** or under this **policy, you** and any person acting on your behalf must:

(a) give **us** access to the **insured vehicle** involved in any accident or incident for inspection by **us** or anyone appointed by **us**;

(b) not affect any repairs to a **damaged** vehicle (including the **insured vehicle** or any third party vehicle) without **our** prior agreement;

(c) not destroy evidence or supporting information or documentation without **our** prior agreement;

(d) allow **us**, in **your** name, or in the name of anyone entitled to indemnity under this **policy,** to have full control in the conduct of all matters arising from an accident or incident giving rise to a claim (including any amount within any **excess** or self-insured retention) including in respect of all negotiations, defence, settlement and recoveries;

(e) co-operate with **us** and **our** appointed agents and provide all assistance and information as **we** may reasonably require in relation to the claim, including providing any evidence, proofs or information or witness statements as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and any matters connected with it;

(f) always act honestly;

(g) undertake or permit to be undertaken all tasks reasonably practicable to minimise any loss, **damage** or liability; and

(h) not make any admission of liability or offer or promise of payment without **our** prior agreement.

Our rights

(a) **We** will have conduct of any potential insured claim which may be subject to an indemnity and **we** shall be permitted to take over the defence or settlement of any claim in **your** name.

(b) **We** may at any time pay the limit of indemnity or limit of liability (after deduction of any sums already paid) or such lesser sum for which the claim can be settled and will relinquish the conduct and control of the claim and thereafter be under no further liability except (where payable under the relevant **section**) for payment of defence costs incurred prior to the date of payment.

Subrogation

(a) Except where expressly provided otherwise elsewhere in the **policy, you** and any person acting on **your** behalf must not waive any rights of recourse or recovery against any other person relating to an occurrence, loss or suit that may give rise to a claim.

(b) **You** or any other party insured by the **policy** shall, at **our** request and expense undertake such acts as may be required for the purpose of enforcing any rights and remedies regardless as to whether **we** have indemnified **you**.

General terms

Applicable law

Unless agreed otherwise, the law applying to the **policy** is the law of that part of the **United Kingdom** where **your** correspondence address is located (as set out in the schedule) on the date the **period of insurance** commences.

Any legal proceedings between **you** and **us** in connection with this **policy** will take place in the courts of that part of the **United Kingdom** where **your** correspondence address is located (as set out in the schedule) on the date the **period of insurance** commences and are subject to the exclusive jurisdiction of that court.

Cancellation

You may cancel this **policy** at any time by giving notice to **us** or **your** broker in writing.

If **you** are an individual or a sole trader (including a partnership in England and Wales) **you** may cancel this **policy** within fourteen (14) days of the date **you** receive it. If **you** choose to do this, **we** will return any premiums **you** have paid less a charge of £40.

If **you** are not an individual or a sole trader (including a partnership in England and Wales), or **you** cancel the **policy** more than fourteen (14) days after **you** receive it, **we** will return a pro-rata share of the premium less a charge of £40 provided that there have been no:

(a) claim(s) made under the **policy** for which **we** have made a payment; or

(b) claim(s) made under the **policy** which are still under consideration; or

(c) incident(s) which **you** are aware of and are likely to give rise to a claim which has already been or is yet to be reported to **us** during the current **Period of Insurance.**

In addition to **our** rights under the Instalment Premium payment clause and under the Insurance Act 2015 or (where you are a consumer) under the Consumer Insurance (Disclosure and Representations) Act 2012, **we** may cancel this **policy** by giving **you** seven (7) days' written notice to **your** correspondence address or email address shown in the **schedule** or your registered office or your last known address. Unless otherwise stated in this **policy**, if **we** cancel this **policy, we** will return a pro-rata share of the premium to **you**.

If any part of the premium was paid with a finance agreement and at the time of cancellation there remains an outstanding balance under the agreement, **we** may deduct from the return premium any outstanding amount due to the **finance company** that **you** would otherwise have to pay them. **We** will then return to **you** the return premium less the amount paid to the **finance company.**

Car Sharing

Solely in respect of private cars, if you receive financial contributions in respect of the carriage of passengers on a journey in the **insured vehicle** as part of a car-sharing arrangement, we will not regard this as being the carriage of passengers for **hire and reward** (or the use of the vehicle for hiring) purposes. But this concession will not apply and your policy will exclude indemnity arising from the carriage of passengers for **hire and reward** if:

(a) the **insured vehicle** is constructed or adapted to carry more than eight passengers (excluding driver);

(b) the passengers are being carried in the course of a business of carrying passengers;

(c) the total contributions received for the journey concerned involve an element of profit. If the **insured vehicle** is used under a car-sharing arrangement and there is any doubt as to whether this arrangement is covered by the terms of your policy, you should immediately contact **us** for confirmation.

Changes during the policy period

You must tell **us** of any alterations or changes to the **insured vehicle**, the **driver** details, **your** business (or employment), or any of the details that may affect the risks insured which occur during the **period of insurance.**

Contract (Rights of Third Parties) Act 1999

This insurance does not confer or create any right enforceable under the Contract (Rights of Third Parties Act) 1999 or any amending or subsequent legislation, by any person who is not named as insured and both **we** and **you** may amend, cancel lapse this insurance without giving notice to, or requiring the consent of any other third party.

Insurance Act 2015

Nothing in the **policy** is intended to vary the provisions of the Insurance Act 2015 or, if applicable (where you are a consumer), the Consumer Insurance (Disclosure and Representations) Act 2012.

Fraudulent claims

If **you** or anyone acting on **your** behalf makes a fraudulent claim under this **policy, we**:

(a) are not liable to pay the claim;

(b) may recover any part of the claim already paid from **you**; and

(c) may by notice to **you** treat this **policy** as having been terminated from the time of the first fraudulent act and shall not be liable in respect of a relevant event occurring after that time and may retain any premium.

These remedies shall not be available against any other entity or individual insured under this **policy** that was not implicated in the fraud.

Hire purchase agreement

If a **insured vehicle** is the subject of a hire purchase or other credit purchase agreement, payment in respect of the total loss of the **insured vehicle** under this **policy** shall be made to the legal owner whose receipt shall be a full and final discharge of **our** liability in respect of such loss or **damage**.

Instalment premiums

Where the premium or any part thereof was paid with the benefit of a finance agreement and there remains sums outstanding (whether or not the date for payment of the said sums or any part thereof has fallen due) by **you** to the **finance company**) **we** may at **our** option deduct all or any part of the sums outstanding between **you** and the **finance company** from any claims settlement due in respect of a loss under this **policy**, provided the sum thereby deducted is paid directly by **us** to the **finance company**.

Where **we** have agreed to the payment of premium(s) by instalments, if any instalment is not received by **us** on or before its due date, then all unpaid instalments and service fees shall become immediately due. Should the full premium and service fee not be paid within seven (7) days of **us** giving written notice of non-payment, this **policy** will be cancelled immediately upon the expiry of such notice.

Following such cancellation, provided that there have been no claims in the current **period of insurance**, **you** will be entitled to a pro-rata return of premium. **We** may at **our** own option deduct any outstanding premiums due from any claims settlement due in respect of a loss under this **policy**.

Joint indemnity/cross liability

If this **policy** is issued in the name of more than one party, the insurance provided by this **policy** shall apply as if separate policies had been issued to each of the parties jointly named as the insured but **our** total liability for all claims shall not exceed the limits of Indemnity stated in this **policy**.

Licensing

Driver Licensing

The **insured vehicle** must only be driven for **hire or reward** by a person who, at the time of driving:

(e) holds a valid full **United Kingdom** driving licence, or another driving licence legally valid for driving within the relevant location(s); and

(f) meets all legal requirements relating to fitness and authorisation to drive the **insured vehicle** for **hire and reward** in the relevant location(s), including meeting any applicable medical standards and having a right to work in the relevant location(s); and

(g) for the purpose of **public hire**, holds a current and valid **public hire** licence or licences issued by the appropriate licensing authority(ies); or

(h) for the purpose of **private hire**, holds a current and valid **private hire** licence or licences issued by the appropriate licensing authority(ies).

Vehicle Licensing and Condition

When used for **public hire** or **private hire**, the **insured vehicle** must:

(d) be licensed by the appropriate local authority(ies) as a vehicle for **public hire** or **private hire**, as applicable;

(e) comply with all conditions attached to such licence(s) including any requirements relating to vehicle age, emissions, accessibility, signage or plates, meters, and safety equipment; and

(f) hold a valid MOT certificate and have passed any additional inspections the licensing authority(ies) require(s).

If the vehicle license for the **insured vehicle** is suspended, revoked, expired or otherwise invalid then this **policy** does not cover the **insured vehicle** when used for **hire and reward**.

You must comply with this condition. Failure to do so may entitle **us** to cancel the **policy**, refuse to deal with **your** claim or reduce the amount of any claim payment. **We** may also seek recovery from **you** of payments already made.

Permitted Use and Booking

Your policy only covers the **insured vehicle** for **hire and reward** if such use is lawful and complies with all applicable licensing requirements.

An **insured vehicle** licensed for **private hire** must only be used for journeys for **hire and reward**:

(a) pre-booked through a validly licensed and authorised **private hire** operator; and

(b) accepted and dispatched in accordance with the conditions of such operator's licence.

An **insured vehicle** licensed for **public hire** must only be used in accordance with the permissions and geographic area authorised by the issuing licensing authority(ies), unless otherwise permitted by law.

Your policy any use of an **insured vehicle** involving unlawful plying for hire, unauthorised operation outside a licensed area, breach of booking restrictions or other breach of this clause.

You must comply with this condition. Failure to do so may entitle **us** to cancel the **policy**, refuse to deal with **your** claim or reduce the amount of any claim payment. **We** may also seek recovery from **you** of payments already made.

Motor Insurance Database data protection

Information relating to the **policy** details will be added to the Motor Insurance database (MID) managed by the Motor Insurers Bureau (MIB). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the Driver and Vehicle Licensing Agency (DVLA), the driver and the Driver and Vehicle Agency Northern Ireland (DVANI), the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

(a) electronic licensing;

(b) continuous insurance enforcement;

(c) law enforcement, prevention, detection, apprehension and or prosecution of offenders; and

(d) the provision of Government services and/or other services aimed at reducing the level and incidence of uninsured driving.

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

Persons (including his or her appointed representatives) pursuing a claim in respect of a road 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 **us** or at www.mib.org

No Claim Discount

If **you** do not make a claim under **your policy**, **your** renewal premium will be adjusted in accordance with **our** scale applicable at the time (available on request).

You do not earn a No Claim Discount under this **policy** if it is issued for less than 12 months.

If **we** consent to a transfer of this **policy** to another person, any No Claim Discount already earned under this **policy** will not apply to the person to whom the **policy** is being transferred.

Non-contribution

This **policy** provides no indemnity and **we** shall not be liable for any contribution towards a claim arising under this **policy** where there is any other insurance covering the same liability, loss, damage or injury or which would cover such liability, loss, **damage** or injury but for the existence of this **policy.**

Privacy notice

Any personal data provided to **us** will be processed in compliance with all applicable laws and regulations and in accordance with the privacy notice which can be found at: https://qbeeurope.com/privacy-policy/

Alternatively, **you** may contact **our** Data Protection Officer to request a copy of the full privacy notice by email: dpo@uk.qbe.com or by writing to the: Data Protection Officer, QBE European Operations, 30 Fenchurch Street, London EC3M 3BD.

Reasonable precautions

You must at **your** own cost take all reasonable precautions to:

(a) prevent accidents, loss or damage;

(b) maintain **vehicles** and **trailers** in both a safe and roadworthy condition;

(c) ensure that any **ADAS** technology in the **vehicle** is professionally recalibrated following an accident, so as not to compromise its future performance; and

(d) ensure that the software supporting any **vehicle computer system** is maintained according to the recommendations of the **vehicle** manufacturer or software provider.

Records

We may hold documents relating to this **policy** and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same

extent as and carry the same weight as the original.

Right of recovery

In circumstances where **we** are entitled to refuse cover under the **policy** but are obliged by provision of the law of any territory in which this **policy** operates relating to the insurance of liability to third parties to make payment to a party who has suffered loss and/or damage, **you** shall repay to **us** all such sums **we** are obliged to pay.

Sanction limitation and exclusion

We shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** or any member of **our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

Supply of vehicle information

Unless **we** have agreed otherwise, **you** must supply to **us** in writing details of the **insured vehicle(s)** whose use is covered by **your policy** for entry onto the Motor Insurance Database (MID).

Additionally, **you** must tell **us** of all changes of the **insured vehicle(s)**, including any additions or deletions, whether permanent or temporary. Such changes may be subject to an adjustment of premium.

How to Complain

Complaints to QBE

You can complain about this **policy** by first contacting **your** broker or where **your policy** is insured by QBE Europe SA/NV, QBE UK Limited or where your insurer is or includes a Lloyds syndicate write to:

Customer Relations, QBE European Operations, 30 Fenchurch Street, London EC3M 3BD.

Email: CustomerRelations@uk.qbe.com,

Telephone: 0207 105 5988

UK Financial Ombudsman Service (UK FOS)

If **you** feel that **your** complaint has not been satisfactorily resolved, **you** may be eligible to contact the UK FOS to review the complaint. Information about the eligibility criteria is available on the UK FOS website:

financial-ombudsman.org.uk/consumer/complaints.htm

You can contact the UK FOS via its website, or write to the UK FOS, Exchange Tower, London E14 9SR, Tel: (0)800 023 4567.

Financial Services Compensation Scheme (FSCS)

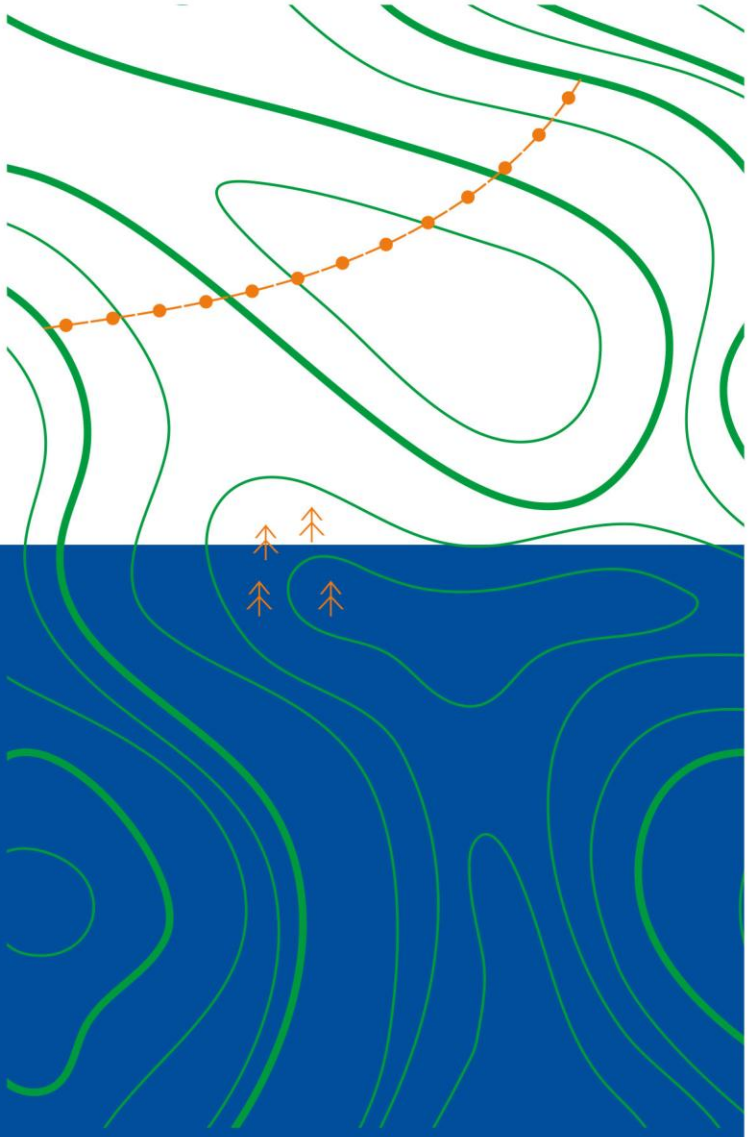
You may be entitled to compensation from the FSCS if **we** are unable to meet **our** obligations under the **policy**.
Further information is available from www.fscs.org.uk, or **you** can write to: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY

QBE European Operations

30 Fenchurch Street
London, EC3M 3BD

Tel: +44 (0)20 7105 4000
email: enquiries@uk.qbe.com

qbeeurope.com



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