

Kindertons Guaranteed Replacement Taxi Hire Policy

Master Certificate Number LES/1007/1489

IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY. FAILURE TO COMPLY WITH THESE TERMS COULD MEAN THAT WE DECLINE TO PAY YOUR CLAIM.

All potential claims must initially be reported to Our Claims Helpline Service, which operates 24 hours a day 365 days a year.

Claims Helpline Service – 0343 506 5723

This is a policy where You must notify Us during the Period of Insurance and within 14 days of the incident, accident or theft giving rise to any claim under this policy. Failure to do so could mean that We decline to pay a claim for Your Hire Vehicle charges.

If the Insured Vehicle is rendered Un-Driveable by an Event and the incident occurs within the Territorial Limits We will

- Arrange for a Hire Vehicle from an approved Hire Vehicle Company for Your use as soon as reasonably possible but only until the Insured Vehicle is
 - repaired or
 - in the case where Your vehicle is declared a total loss by Your motor insurer, until 3 days following the payment has been issued to You in settlement of Your Motor Insurance Claim which ever is the earlier and not exceeding the Limit of Indemnity.
- The Hire Vehicle provided will be of a type detailed within Your Schedule but should You take advantage of any options that the Hire Vehicle Company may offer, such as a car upgrade, the cost of these upgrades and any administration fee will be Your responsibility.
- If due to circumstances beyond Our control We cannot arrange a Hire Vehicle for You We may, at Our discretion, reimburse transportation costs up to the Limit of Indemnity for the duration of the Hire Period. This may be due to your personal driving record not meeting the eligibility criteria of the Hire Vehicle Company.

Please note that if an Insured Person engages the services of anyone prior to making contact with this Helpline and incur any costs without Our prior written approval these costs will not be covered by this insurance.

If upon receipt of this policy You are unhappy with any of the requirements as stated above please advise Your insurance adviser immediately who subject to there being no claims on this policy will arrange a full refund of premium.

Important Policy Information

All potential claims must initially be reported to the Claims Helpline service, which operates 24 hours a day 365 days a year.

The Claims Notification & Advice Helpline Service telephone number is 0343 506 5723.

If You have a query relating to policy cover, then You should contact:

Kindertons Accident Management
Marshfield Bank
Crewe
Cheshire
CW2 8UY

This policy only covers claims notified to Us within 14 days of any circumstance, incident, accident, fire or theft which may give rise to any claim. Failure to do so could lead Us to decline a claim for indemnity arising from such circumstances.

Definitions

Agent

The Agent appointed by the Coverholder to transact this insurance with You.

Claims Handler

Kindertons Accident Management or other appropriately qualified persons appointed and approved by Us under the terms and conditions of this policy to represent Your or an Insured Person's interests.

Kindertons Accident Management are authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Services Register at www.fsa.gov.uk/pages/register.

Event

A road traffic collision (excluding if due to glass damage only) fire, attempted theft, theft of parts, malicious damage, un-recovered theft of the Insured vehicle or damage to the Insured vehicle engine as a result of misfueling.

Hire Period

The maximum period that We will pay for the Hire Vehicle or transportation costs as shown within the Schedule.

Hire Vehicle

The class of vehicle designated on Your policy Schedule.

Hire Vehicle Company

The company that We instruct to provide You with the Hire Vehicle.

Insured Vehicle

The licensed Private Hire or Chauffeur vehicle or City of London Public Hire vehicle, which holds a valid licence/permit to operate as issued by the appropriate local authority or by the PCO (Public Carriage Office) identified as the Insured Vehicle in Your motor insurance Schedule.

Insurer

This insurance is administered by Legal Insurance Management Ltd, arranged by Kindertons Holdings Ltd & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Legal Insurance Management, Kindertons Holdings Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Limit of Indemnity

In the event that a Hire Vehicle cannot be provided, the maximum amount We will pay for transportation costs shall be £35.00 including VAT per day and up to a maximum limit of £350.00 including VAT per claim for a standard vehicle. £50.00 including VAT per day and up to a maximum limit of £500.00 including VAT per claim for a prestige vehicle.

A maximum of 2 claims can be covered under this insurance policy in any one Period of Insurance subject to all claims not exceeding a total period of 28 days.

Motor Insurance Claim

A claim made by You against Your existing motor insurance policy or against a Third Party.

Period of Insurance

The Period of Insurance shown in the Schedule.

Policyholder, Insured Person, You, Your

The person who has paid the premium and is named in the Schedule as the Policyholder.

Schedule

The document which shows details of You and this insurance and is attached to and forms part of this policy.

Territorial Limits

Great Britain, Northern Ireland, the Isle of Man, and (for residents only) Jersey and Guernsey

Third Party

The other person(s) and/or party(s) responsible for the Event giving rise to a claim under this policy.

Time of Occurrence

When the Event occurred or commenced whichever is the earlier.

Un-Driveable

The vehicle is not roadworthy (excluding glass damage) or is off the road being repaired as a result of an insured Event.

We, Us, Our

UK General on behalf of Great Lakes Insurance SE

Cover

You have paid the premium and supplied to Us a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

We will provide You with a Hire Vehicle up to the Limit of Indemnity detailed below subject to the terms, conditions and exclusions of this policy, arising from an Event within the Territorial Limits where You notify Us during the Period of Insurance and within 14 days of the Time of Occurrence.

Insured Events

Road Traffic Accident, Fire or Theft

What is Covered?

If the Insured Vehicle is damaged and rendered Un-Driveable by an Event which occurs within the Territorial Limits, We will arrange for a Hire Vehicle for Your use only until the Insured Vehicle is repaired or in the case where Your Insured Vehicle is declared a total loss by Your motor insurer, until 3 days following payment having been issued to You in settlement of Your Motor Insurance Claim which ever is the earlier and not exceeding the Limit of Indemnity.

We will indemnify You up to £50.00 including VAT towards the cost of the transfer of radio or metering equipment.

If due to circumstances beyond Our control, including but not limited to where You do not meet the eligibility criteria of the Hire Vehicle Company, We cannot arrange a Hire Vehicle for You We may, at Our discretion, reimburse transportation costs up to the Limit of Indemnity for the duration of the Hire Period.

Where it is not possible to arrange for the transfer of the respective licence relating to the use of the Insured Vehicle for hire and reward purposes, we will provide a vehicle for social, domestic and pleasure purposes only.

What is Excluded?

Excluding:-

1. Any charges imposed by the Hire Vehicle Company for additional drivers to be included.
2. Any charges incurred before Our approval or beyond those for which We have given Our approval.
3. Use of the Hire Vehicle outside the Territorial Limits.
4. Any claim made within 14 days of the first Period of Insurance when the policy originally accepted.
5. Any excess that the Hire Company applies following an accident, fire or theft involving the Hire Vehicle.
6. All fuel, fares and fines relating to the Hire Vehicle whilst it is in Your possession, including any administration fee which may be imposed by the Hire Vehicle Company.
7. Any claim which has not been reported to Us within 14 days of the Event giving rise to the claim occurring.
8. Any provision of a Hire Vehicle where a Hire Vehicle is already available under any other insurance or other means.
9. Any further Hire Vehicle charges incurred after the Hire Period has expired or the Insured Vehicle has been repaired.
10. The provision of a Hire Vehicle for an Event when the Event occurred prior to the inception of the insurance or after the Period of Insurance.
11. Any claim if You have never held (or have been disqualified from holding or obtaining) a driving licence at the time of the Event.
12. Any damage to or resulting from the transfer of radio or metering equipment.
13. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
14. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
15. Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

16. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Policy Conditions

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- supply accurate and complete answers to all the questions we or the administrator may ask as part of your application for cover under the policy
- to make sure that all information supplied as part of your application for cover is true and correct
- tell us of any changes to the answers you have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to and renew your policy. If any information you provide is not complete and accurate, this may mean your policy is invalid and that it does not operate in the event of a claim or we may not pay any claim in full.

Observance

Our liability to make any payment under this policy will be conditional on you complying with the terms and conditions of this insurance.

Claims

If the Insured Vehicle is involved in a road traffic collision, fire, attempted theft or incurs theft of parts or malicious damage, is stolen but not recovered, or incurs damage to the engine as a result of misfueling, You must report this to the Claims Handler on 0343 506 5723 as soon as possible or at the latest within 14 days after the Event about any matter, which could result in a claim being made under this Policy, and You must obtain Our consent to incur Hire Vehicle charges.

If You can satisfy Us that there is a valid claim under this insurance We will appoint the Hire Vehicle Company to contact You directly with a view to getting You mobile again as soon as reasonably possible. You will receive a copy of the Hire Vehicle Company's terms and conditions.

It is a condition of this policy that You comply fully with the terms and conditions of the Hire Vehicle Company.

If You wish to take advantage of any options the Hire Vehicle Company may offer the cost of these upgrades and any administration fee will be Your responsibility.

Conduct of Claim

- You shall at all times co-operate with Us and provide to Us and the Claims Handler any evidence, documents and information of all material developments within a reasonable time scale and shall attend upon the Claims Handler when so requested at Your own expense.
- The Event that gives rise to a claim on this policy must have been reported to Your motor insurers and You must be actively pursuing repairs and/or settlement.
- We shall have direct access at all times to and shall be entitled to obtain from the Claims Handler any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and You shall give any instructions to the Claims Handler which may be required for this purpose. You or Your Claims Handler shall notify Us immediately in writing of any offer or payment made with a view to settlement of Your Motor Insurance Claim.
- We will not be bound by any promise or undertaking given by You to any other party without Our prior agreement.
- Upon conclusion of the Hire Period We can take over and if necessary conduct proceedings in the name of the Insured Person to recover the hire costs of the Hire Vehicle or reimbursement of transport costs from the Third Party. The Insured Person must pay Us any sums by way of costs, charges or fees directly recovered from the Third Party to the extent of the sums indemnified under this policy.
- If due to circumstances beyond Our control We cannot arrange a Hire Vehicle for You We may, at Our discretion, reimburse transportation costs up to the Limit of Indemnity for the duration of the Hire Period. This may include your personal driving record not meeting the eligibility criteria of the Hire Vehicle Company.

The Hire Vehicle

- You should comply fully with the terms and conditions of the Hire Vehicle Company.
- The Hire Vehicle is covered for use within the Territorial Limits only.
- It is Your responsibility to ensure that the Hire Vehicle is covered by a valid motor insurance policy issued by an insurer authorised and regulated by the Financial Conduct Authority and is adequate for Your use and needs. The Insured Person may have to purchase comprehensive insurance for the Hire Vehicle should they not meet the eligibility criteria of the insurance offered by the Hire Vehicle Company.
- It is Your responsibility to immediately report any problems with the Hire Vehicle to the Hire Vehicle Company.
- Any damage caused to the Hire Vehicle and any associated costs will be the responsibility of the Insured Person.

Identification

When taking possession of the Hire Vehicle You must produce Your Full UK Driving Licence, tax licence and any other identification as reasonably required by the Hire Vehicle Company.

Recovery of Costs

You should take all reasonable steps to recover costs, charges or fees. If another person is ordered, or agrees, to pay You all or any costs charges or fees, You will do everything possible (subject to Our directions) to recover the money and hold it on Our behalf. If payment is made by instalments these will be paid to Us until We have recovered the total amount that the other person was ordered, or agreed to pay by way of costs charges or fees.

Fraud

You must not act in a fraudulent way. If you or anyone acting for you:

- fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
- fails to reveal or hides a fact likely to influence the cover we provide;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage you caused deliberately or with your knowledge.

If your claim is in any way dishonest or exaggerated, we will not pay any benefit under this policy or return any premium to you and we may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against you and inform the appropriate authorities.

Data Protection

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

Reasonable Care

You must take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by Us.

Cancellation

If you decide that for any reason, this Policy does not meet your insurance needs then please return it to Your agent within 14 days from the day of purchase or the day on which You receive Your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, we will then refund your premium in full.

Thereafter you may cancel the insurance cover at any time by informing Your agent however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

- Where we reasonably suspect fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with policy terms and conditions
- You have not taken reasonable care to provide complete and accurate answers to the questions we ask.

Where our investigations provide evidence of fraud or a serious non-disclosure, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out.

If we cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time we have provided cover, unless the reason for cancellation is fraud and/or we are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

Acts of Parliament

Any reference to Act of Parliament within this Policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland and under European Law where applied in the UK.

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

Claims Helpline

All potential claims must be reported initially to the Claims Helpline. We will not accept responsibility if the Helpline services fail for reasons beyond Our control.

Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Policyholder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

Complaints Procedure

In the event of a complaint arising under this insurance, You should in the first instance write to:-
The Managing Director
Legal Insurance Management Ltd
1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands
DY5 1XF

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at :-

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
T: 0300 123 9123
E: complaint.info@financial-ombudsman.org.uk
W: www.financial-ombudsman.org.uk

The above complaints procedure is in addition to Your statutory rights as a consumer. For further information about Your statutory rights contact Your local Authority Trading Standards Service or Citizens Advice Bureau.

Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.