

Taxi Club Plus Policy

Master Certificate Number: LES/1007/1499



Policy Summary

Some important facts about the Taxi Club Motor policy are summarised below. This summary does not describe all of the terms and conditions of the policy, so you will need to take time to read the insurance policy wording to make sure that you understand the cover that it provides. All references below to the cover provided are contained within the full policy wording. Please note that a full policy wording is available for your inspection upon request.

Name of Insurer (applicable to Sections 1, 2 and 4)

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.

Name of Insurer (applicable to Section 3 only)

AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202189. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Claims are administered via an online web based system (ClaimEz) managed by Strategic Insurance Services Limited (SISL) authorised and regulated by the Financial Conduct Authority (FCA). FCA Firm reference Number is 307133. Registered Office: 36-38 Botolph Lane, London EC3R 8DE, United Kingdom. Postal Address: PO Box 70931, London, SW20 2EE, United Kingdom.

Name Of Coverholder

The policy is administered on behalf of the insurers by Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF.

Section 1 – Motor Uninsured Loss Recovery

Type Of Insurance

The policy is designed to cover the cost of professional fees charged by a solicitor following a specific occurrence, provided that cover for that occurrence is detailed within the policy wording and is not specifically excluded within the policy Schedule issued.

Limit Of Indemnity

The sums specified in the Schedule being the maximum We will pay including Insured Events related by time or cause.

Section of Cover	Cover Provided	Specific Section Exclusions (Please note that this only shows the significant exclusions and reference should be made to the policy wording for a definitive list)
Personal Injury	Professional fees resulting from the death of or personal injury to an Insured Person.	Any claim arising from a stress or psychological related condition.
Uninsured Losses Recovery	The recovery of uninsured losses resulting from a road accident in your Insured Vehicle.	
Motoring Criminal Prosecution	Defending a criminal prosecution brought against You as a result of a driving offence where Your driving licence is at risk of being revoked or suspended.	Subject to there being reasonable Prospects of Success in defending the prosecution. Any Professional Fees relating to an allegation that the Insured Person was driving under the influence of alcohol or drugs.

Section 2 – Guaranteed Hire Vehicle

Type Of Insurance

The policy is designed to arrange for a Hire Vehicle to be provided by an approved Hire Vehicle Company whilst yours is rendered Un-Driveable, or where we cannot provide a Hire Vehicle we will reimburse your transportation costs, provided that cover for that occurrence is detailed within the policy wording and is not specifically excluded within the policy Schedule issued.

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.

Section of Cover	Cover Provided	Specific Section Exclusions (Please note that this only shows the significant exclusions and reference should be made to the policy wording for a definitive list)
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	<p>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.</p> <p>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.</p> <p>We will indemnify You up to £50.00 including VAT towards the cost of the transfer of radio or metering equipment.</p>	<p>Any charges imposed by the Hire Vehicle Company for additional drivers to be included.</p> <p>Any claim which has not been reported to Us within 14 days of the Event giving rise to the claim occurring.</p> <p>Any provision of a Hire Vehicle where a Hire Vehicle is already available under any other insurance or other means.</p> <p>Any further Hire Vehicle charges incurred after the Hire Period has expired or the Insured Vehicle has been repaired.</p>

Section 3 – Vehicle Excess Protection

Type Of Insurance

The policy is designed to cover the cost of the excess you are responsible for following the successful settlement of any loss, destruction or damage claim under the Insured's Commercial Vehicle(s) Insurance Policy.

Limit Of Indemnity

The maximum amount payable under this policy will be the Annual Aggregate Limit as shown in the Insured's Certificate of Insurance or Confirmation of Coverage. Once the Annual Aggregate Limit is exhausted this policy is automatically cancelled and the Insured is then liable for all and any future Excess payments as defined in the Insured's Commercial Vehicle(s) Insurance Policy.

Section of Cover	Cover Provided	Specific Section Exclusions (Please note that this only shows the significant exclusions and reference should be made to the policy wording for a definitive list)
Vehicle Excess Protection	<p>Cover is provided for the Excess that the Insured is responsible for following the successful settlement of any loss, destruction or damage claim for the Insured's Motor Vehicle(s) under the Insured's Commercial Vehicle(s) Insurance Policy in respect of claims arising as a result of accidental damage, fire, theft, or vandalism. Where the Insured was at fault the claim will be settled when We are in receipt of the settlement letter from the Insured's Motor Insurer. For claims where the Insured is deemed either partially at fault or not at fault if the Insured's Excess is not recovered from the third party within 6 months from the date of Incident We will reimburse any Excess payment for which the Insured has been made liable up to the Annual Aggregate Limit insured under the policy.</p> <p>Cover will only operate when the Excess of the Commercial Vehicle(s) Insurance Policy is exceeded and following the successful claim payment.</p> <p>The maximum amount payable under this policy will be the Annual Aggregate Limit as shown in the Insured's Certificate of Insurance or Confirmation of Coverage. Once the Annual Aggregate Limit is exhausted this policy is automatically cancelled and the Insured is then liable for all and any future Excess payments as defined in the Insured's Commercial Vehicle(s) Insurance Policy.</p>	<p>Any claim that the Commercial Vehicle(s) Insurance Policy does not respond to or the Excess there under is not exceeded.</p> <p>Any claim that is refused under the Commercial Vehicle(s) Insurance Policy.</p> <p>Any claim notified to Us more than 31 days following the successful settlement of the Insured's claim under the Commercial Vehicle(s) Insurance Policy.</p> <p>Any claim that has been Waived or Reimbursed.</p>

Section 4 – Vehicle Breakdown

Type Of Insurance

The policy is designed to provide assistance in the event of vehicle breakdown subject to the claim limits highlighted within the policy schedule and the terms and conditions outlined within the policy wording.

Section of Cover	Cover Provided	Specific Section Exclusions (Please note that this only shows the significant exclusions and reference should be made to the policy wording for a definitive list)
Vehicle Breakdown	<p>Roadside Assistance Local Recovery Alternative Travel UK Emergency Overnight Accommodation Caravans and Trailers Key Cover Misfuel Assist Redelivery Driver Illness/Injury Message Service Nationwide Recovery Homestart</p>	<p>Assistance following: theft, fire, or vandalism.</p> <p>Breakdowns caused by a failure to maintain the vehicle in a roadworthy condition including the routine servicing of the vehicle in accordance with the manufacturers recommendations or maintaining proper levels of oil and water.</p> <p>Breakdowns caused by overloading of the vehicle or carrying more passengers than it is designed to carry.</p> <p>Assistance if the vehicle is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.</p> <p>Claims totalling more than £15,000 in any one period of insurance.</p> <p>More than six callouts per insured vehicle in any one period of insurance. Should you change your vehicle midterm, the number of callouts provided to the previous vehicle(s) will be carried forward.</p>

General Policy Conditions

Observance

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

Recovery of Costs

You should take all reasonable steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay You all or any costs charges, fees, expenses or compensation 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.

Arbitration

Any dispute between You and Us, which is not solved by the policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom we both agree. If we cannot agree, one will be nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

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.

Financial Crime statement

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the Period of Insurance We may cancel this policy immediately by recorded delivery letter to the correspondence address shown on the Policy Schedule. Please note that You will not be entitled to a pro-rata refund of premium under these circumstances.

Data Protection Act 1998

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.

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.

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:

- a) Where we reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) 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 United Kingdom.

Claims & Helpline Service

We will not accept responsibility if the Helpline services fail for reasons beyond Our control.

Consumer Insurance Act

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

- a) 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
- b) to make sure that all information supplied as part of your application for cover is true and correct
- c) 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.

Our Promise To You

We aim to provide a high standard of service. Please telephone Us if You feel We have not achieved this and We will do Our best to rectify the problem immediately.

Policy Administrator and Insurer (applicable to Sections 1, 2 and 4)

This service is provided by Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF. This policy is underwritten by UK General Insurance Limited 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. UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Policy Administrator and Insurer (applicable to Section 3 only)

AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202189. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768. Claims are administered via an online web based system (ClaimEz) managed by Strategic Insurance Services Limited (SISL) authorised and regulated by the Financial Conduct Authority (FCA). FCA Firm reference Number is 307133. Registered Office: 36-38 Botolph Lane, London EC3R 8DE, United Kingdom. Postal Address: PO Box 70931, London, SW20 2EE, United Kingdom.

Call Recording

To help Us provide a quality service, Your telephone calls may be recorded. Legal Insurance Management Ltd, Firm Reference Number 552983, is authorised and regulated by the Financial Conduct Authority.

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 (applicable to Sections 1, 2 and 4)

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.

Complaints Procedure (applicable to Section 3 only)

We do everything possible to make sure that the Insured receives a high standard of service. If the Insured is not satisfied with the service received, they should address their enquiry/complaint to:

For sales complaints:

Kindertons Limited
Kindertons House
Marshfield Bank
Crewe
Cheshire
CW2 8UY

For claim complaints:

The Customer Care Manager
ClaimEz (SIS)
PO Box 70931
London
SW20 2EE
customer-care@clamez.com

Please provide full details of the policy and in particular the Insured's policy/claim number to help the enquiry to be dealt with speedily. If the complaint is not resolved the Insured may be able to refer the complaint to the Financial Ombudsman Service (Ombudsman): -

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

These procedures do not affect the Insured's right to take legal action.

Compensation Scheme

The Insurers detailed within the Schedule are 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