

# J & M Insurance Services (UK) Plc Taxi Drivers (non motor) Public Liability Insurance Policy

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Effected through: J & M Insurance Services (UK) plc

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Number B6029A09EL0100007 to the undersigned by certain Insurance Companies, whose names and the proportions underwritten by them appear below (all of whom are hereinafter referred to as "Underwriters") and in consideration of the premium specified herein, the said Underwriters are hereby bound, each for his own part and not for another, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

THE UNDERWRITERS hereby agree to the extent and in the manner hereinafter provided, to indemnify the Insured against loss or damage sustained or legal liability for accidents happening during the period stated in the Schedule, after such loss, damage or liability are proved.

PROVIDED always that:

- 1) the liability of the Underwriters shall not exceed the limit of liability expressed in the said Schedule or such other limits of liability as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Underwriters;

IN WITNESS whereof this Policy has been signed as follows:

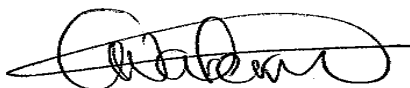
100% with International Insurance Company of Hannover Limited

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

This Policy is made and accepted subject to all the provisions, conditions, warranties and exclusions set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

In Witness whereof, this Policy has been signed at the place stated and on the date specified in the Schedule on behalf of

Authorised signatory



Date 02 February 2009

## **PUBLIC LIABILITY INSURANCE**

### **1. OPERATIVE CLAUSE**

The Underwriters will indemnify the Insured against their legal liability to pay damages (including claimants' costs, fees and expenses) in accordance with the law of the United Kingdom.

This indemnity applies only to such legal liability as defined by this Policy arising out of the Business specified in the Schedule, subject always to the terms, conditions and exclusions of the Policy.

### **2. DEFINITIONS**

For the purpose of this Policy:

- 2.1. Insured means the person, persons or corporate body named in the Schedule
- 2.2. Business means the business conducted at or from premises in Great Britain, The Channel Islands or the Isle of Man and shall include:
  - 2.2.1. the ownership, repair and maintenance of the Insured's own property
- 2.3. Injury means death, bodily injury, illness or disease of or to any person.
- 2.4. Damage means loss of possession of or damage to tangible property.
- 2.5. Person Employed means any:
  - 2.5.1. Employee being a person under a contract of service or apprenticeship with the Insured
  - 2.5.2. labour master and persons supplied by him
  - 2.5.3. person employed by labour only sub-contractors
  - 2.5.4. self employed person under the control of the Insured
  - 2.5.5. person hired to or borrowed by the Insured
  - 2.5.6. person undertaking study or work experience or youth training scheme with the Insured  
working for the Insured in connection with the Business.
- 2.6. Product means any tangible property after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured.
- 2.7. Pollution means pollution or contamination of the atmosphere, or of any water, land, buildings or other tangible property.
- 2.8. Defence Costs mean costs, fees and expenses incurred by the Insured with the written consent of the Underwriters in the defence or settlement of any claim under this Policy.
- 2.9. Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of

or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### **3. INDEMNITY TO OTHERS**

The indemnity granted extends to:

- 3.1. any principal for legal liabilities arising out of work carried out by the Insured under a contract or agreement in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
- 3.2. the personal representatives of any person or party indemnified by reason of this Clause 3 in respect of legal liability incurred by such person or party.

Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this Policy as though they were the Insured.

### **4. CROSS LIABILITIES**

Each person or party granted indemnity by this Policy is separately indemnified in respect of claims made against any of them by any other subject to the Underwriters' total liability not exceeding the stated Limit of Indemnity.

### **5. LIMIT OF INDEMNITY**

The Underwriters' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule in respect of any one occurrence or series of occurrences arising from one originating cause

Provided always that the Limit of Indemnity in respect of liability arising out of Pollution applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance

### **6. DEFENCE COSTS**

The Underwriters will also pay all Defence Costs.

Defence Costs will be payable in addition to the Limit of Indemnity.

### **7. INDEMNITY**

The Insured is indemnified by this Policy in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring during the Period of Insurance.

### **8. POLICY EXCLUSIONS**

This Policy does not apply to or include legal liability:

- 8.1. in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured.
- 8.2. arising out of or in connection with any Product.

- 8.3. arising out of the ownership, possession or use by or on behalf of the Insured, or any person or party entitled to indemnity, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than legal liability:
- 8.3.1. caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any legislation
  - 8.3.2. arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where indemnity is provided by any motor insurance contract
  - 8.3.3. arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking except liability for which compulsory insurance or security is required by any legislation
- 8.4 for Damage to property owned, leased to, hired by, under hire purchase, on loan to, held in trust by or otherwise in the Insured's care, custody or control.
- 8.5 arising out of breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged.
- 8.6 arising out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent Injury or Damage
- 8.7 arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties
- 8.8 arising out of Pollution of the atmosphere or of any water, land, buildings or other tangible property except to the extent that the Insured demonstrates that such Pollution;
- 8.8.1 was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of this Insurance
  - 8.8.2 was not the direct result of the Insured failing to take reasonable precautions to prevent such Pollution
- Provided always that all such Pollution which arises out of one incident shall be considered for the purposes of this Policy to have occurred at the time such incident takes place and that Underwriters total liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate in respect of the Period of this Insurance.
- 8.9 directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 8.10 directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with an act of Terrorism. This Policy also excludes legal liability directly or indirectly occasioned by, happening through, in consequence of, arising out of, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any

way relating to any act of Terrorism.

- 8.11 arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.
- 8.12 directly or indirectly caused by or contributed to by or arising from:
  - 8.12.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - 8.12.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 8.13 for any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever.
- 8.14 for the Excess stated in the Schedule in respect of the first amount of each claim arising out of Damage
- 8.15 which forms the subject of insurance by any other Policy and this Policy shall not be drawn into contribution with such other insurance.

## **9 GENERAL CONDITIONS APPLICABLE THIS POLICY**

(Conditions 9.1. to 9.5. are precedent to Underwriters' liability to provide Indemnity under this Policy)

- 9.1 The Insured shall give immediate notice in writing to the Underwriters of any occurrence that may give rise to a claim under this Policy and shall give all such additional information as the Underwriters may require. Every claim, writ, summons, notice of adjudication, referral notice or process and all documents relating thereto shall be forwarded to the Underwriters immediately they are received.
- 9.2 No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Underwriters who shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Underwriters may reasonably require.
- 9.3 The Underwriters may at any time pay to the Insured in connection with any claim or series of claims under this Policy to which a Limit of Indemnity applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of Defence Costs incurred prior to the date of such payment (unless the Limit of Indemnity is stated to be inclusive of Defence Costs).

Provided that if the Underwriters exercise the above option and the amount required to dispose of any claim or series of claims exceeds the Limit of Indemnity and such excess amount is insured either in whole or in part, with Defence Costs payable in addition to the Limit of Indemnity under this Policy then the Underwriters will also contribute their proportion of subsequent Defence Costs incurred with their consent as the Limit of

Indemnity bears to the amount paid to dispose of a claim.

- 9.4 The Insured shall give notice to the Underwriters of any alteration or circumstance which materially affects the risks insured under this Policy and until the Underwriters be advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and the Insured has paid or agreed to pay the additional premium (if any) the Underwriters shall not be liable in respect of any claim or claims due wholly or partially to any such alteration or circumstance.
- 9.5 Any written proposal and/or declaration made by the Insured shall form the basis of this contract of insurance and is deemed to be incorporated herein.
- 9.6 If any claim under this Policy is in any respect fraudulent this Policy shall become void and all benefit hereunder shall be forfeited.
- 9.7 The Underwriters may cancel this Policy by giving 30 days' notice in writing of such cancellation to the Insured's last known address.
- 9.8 Any phrase or word in this Policy and the Schedule will be interpreted in accordance with the law of England. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.
- 9.9 All disputes concerning the interpretation of this Policy are understood and agreed by both the Insured and the Underwriters to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.
- 9.10 Contract (Rights of Third Parties) Act 1999 Clarification Clause  
A person who is not party to this contract of insurance has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance, but this does not affect any right or remedy of a third party which exists or is available apart from the Act.
- 9.11. Data Protection Act 1998  
It is understood by the Insured that any information provided to the Underwriters regarding the Insured will be processed by the Underwriters, 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.
- 9.12. E.U. Disclosure Clause (UK)

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

## 10. COMPLAINTS PROCEDURE

We are keen to support a pro-active approach to complaint handling and to provide our customers with the best possible service, if you have a complaint, please write, in the first instance, to:

The Compliance Officer  
J & M Insurance Services (UK) Plc  
Peregrine House  
Falconry Court  
Bakers Lane  
Epping  
Essex CM16 5DQ

If you are not satisfied, you may contact the Underwriter's Compliance Officer at:

International Insurance Company of Hannover Ltd  
L'Avenir  
Opladen Way  
Bracknell, Berkshire  
RG12 0PE

Telephone : 01344 397 600      Fax : 01344 397 601

If you remain dissatisfied and wish to make a complaint, you may refer the matter at any time to:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Telephone : 0845 080 1800  
Email : [Complaint.info@financial-ombudsman.org.uk](mailto:Complaint.info@financial-ombudsman.org.uk)