



PRIVATE HIRE AND PUBLIC HIRE MOTOR

Policy

PRIVATE HIRE AND PUBLIC HIRE MOTOR

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Customer Information

Data Protection Notice

Please read the following carefully as it contains important information relating to the details that you have given us.

You should show this notice to any other party related to this insurance.

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

Data Protection Notice Act 1998

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

The RSA Group of companies may pass your personal information to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries that may not have laws to protect your personal information, but in all cases the Group will ensure that it is kept securely and only used for the purposes for which you provided it. Details of the companies and countries involved can be provided to you on request.

Motor Insurance Database

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

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

You can find out more about this from your insurer, or at www.mib.org.uk.

Fraud Prevention, Detection & Claims History

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.

Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

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- a) checking details on applications for credit and credit related or other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees

Please contact the Data Protection Liaison Officer at the address below if you want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Claims History

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd

(IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI).

The aim is to help us to check information provided and also to prevent fraudulent claims.

Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

How to contact us

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

Data Protection Liaison Officer Customer Relations Office,

RSA
Bowling Mill,
Dean Clough Industrial Park,
Halifax
HX3 5WA

What you should do in the event of an accident or theft

Naturally, we hope you don't have an accident, but if you do, you may find the following advice useful:

- 1) People are more important than property and your first priority should be to check whether anybody is injured including any passengers in other vehicles and look after them. Call for medical help if necessary.
- 2) Always stop if you are involved in an accident and exchange the following information:
 - a) names and addresses (including those of any eye witnesses)
 - b) details of Insurance companies and addresses (including policy numbers if known)
 - c) vehicle registration numbers.

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- 3) Do not admit you are to blame or offer any payment. It could make it more difficult for us to handle your claim and may affect your rights.
- 4) Draw a diagram and if possible take photographs of the accident scene. This should include:
 - a) the position of the vehicles before, and after the accident,
 - b) the road layout,
 - c) any obstructions to your or other road users' vision,
 - d) the position of any witnesses
 - e) anything else which could be relevant to the cause of the accident e.g. speeds and distances involved or the weather.
- 5) IF ANYONE IS INJURED you must produce your Certificate of Motor Insurance to the police or to anyone who has reasonable grounds for requiring it. If you can't do this at the scene of the accident you must produce it and report the accident to the police within 24 hours.
- 6) Phone your Broker / Insurance Adviser as soon as possible after an accident.
- 7) If you receive any letters or documents about the accident, please send them unanswered to us as soon as possible..
- 8) In the event of theft of your vehicle, you must report the incident to the Police and obtain a crime reference number as soon as possible and phone ourselves, your Broker or usual Insurance Adviser.

If your vehicle is still roadworthy...

Our Claims Service Team will provide advice and assistance to help you get your vehicle back on the road as quickly as possible and repaired to your complete satisfaction. To ensure this happens we have a network of carefully chosen Priority Repairers spread throughout the country.

Our network of Priority Repairers are authorised to start work on your vehicle as soon as they receive it. Our Motor Engineers ensure that they continue to meet the required performance levels within pre-agreed costs.

For your protection, telephone calls may be recorded or monitored.

The benefits of the Priority Repairer Scheme are:

- No need to obtain estimates
- You will be contacted by the Priority Repairer to arrange an appointment for your vehicle to be repaired
- Your vehicle can be collected/delivered to your home/business address free of charge
- The repairs will be completed quickly and to a high standard which includes a lifetime guarantee for all body/paintwork with the reapplication of anti-corrosion material in line with the manufacturer's specification and warranty
- Your vehicle will be returned to you in a clean and tidy condition.

How to use the RSA windscreen repair/replacement service

A shattered windscreen can be both inconvenient and expensive to replace. Therefore we have negotiated a priority service with a glass replacement provider for customers who have chosen COMPREHENSIVE cover. A glass replacement provider will repair or replace your windscreen anywhere in the country, 24 hours a day, 365 days a year.

If your windscreen needs replacing you will be responsible for any excess shown under 'Windscreen or Window Glass Excess' in your Policy Schedule and VAT (if you are registered), all other costs will be charged direct to us.

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If the windscreen, windows or glass sunroof can be repaired the excess will not apply and you will only be responsible for VAT (if you are registered).

Whether your windscreen is replaced or repaired it will not affect your hard-earned No Claim Discount. Whether at the roadside or at our glass replacement provider, please remember to produce your current Certificate of Motor Insurance.

The use of any other windscreen supplier will not affect your right to claim.

If you have THIRD PARTY FIRE & THEFT or THIRD PARTY cover, you can still use the 24 hour priority glass replacement service but you will have to pay the full cost of any glass replacement. However, as an RSA customer you will be entitled to discounted prices. Simply show your RSA Certificate of Motor Insurance to obtain your discount.

Important

This Policy (and the Policy Schedule which forms an integral part of the Policy) is a legal contract Please examine it thoroughly to ensure it meets your requirements If it does not please advise your insurance adviser immediately

We would remind you that you are required to inform us immediately of any facts or changes which we would take into account in our assessment or acceptance of this insurance Failure to do so may invalidate your Policy or result in certain covers not operating fully. If you are in any doubt as to whether a fact is material or not please contact your insurance adviser.

If you change your car

If you change your car please tell your insurance adviser. They will let you know about any change in your premium and will send you an updated schedule and Certificate of Motor Insurance.

They will need to know the full details of your new car (for example, its make and model, registration number and engine size). They will also need to know whether the car is registered or owned in another person's name and if it has been modified.

Whenever you get a new car, you must get a cover note or a new Certificate of Motor Insurance before you drive it. You must also return the old Certificate of Motor Insurance to us.

If you want to change drivers

Your current Certificate of Motor Insurance shows who is covered to drive your car. If you want to change any of the names, please contact your insurance adviser straight away.

If you change address

Please contact your insurance adviser with full details of your new address, including the postcode, as soon as you know it. They will then let you know about any change in your premium and send you an updated schedule.

If you want to drive another car

Your policy may cover you, only, for driving other cars which do not belong to you (provided your Certificate of Motor Insurance shows that you have this cover). However, cover is restricted to third party liability only and does not provide cover for loss or damage to other cars you are driving.

The Driving Other cars cover to this policy does not apply to any car belonging to your partner.

This limited cover can be very useful in an emergency, but if you are planning to drive someone else's car regularly you should be named on their insurance policy.

If you need to use your car for towing

Your policy provides cover for legal liabilities while you are towing, but it doesn't provide cover for loss or damage to the items being towed. You will need to arrange separate cover for those items if you need loss or damage cover for them.

If any other circumstances change

You must tell your insurance adviser immediately

- if you get an extra car or change your car for another one;
- if there is a change in use of your car (for example, you require business use);

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You must tell your insurance adviser as soon as reasonably possible if any other circumstances change, for example:

- if you or any other driver has been convicted of any motoring offence including fixed penalty offences, or has any prosecutions outstanding;
- if you or any other driver has been involved in any accidents, losses or thefts, regardless of whether a claim was made;
- if you or any other driver has been convicted of an offence of fraud or dishonesty (e.g. shop lifting, credit card fraud, tax evasion) or have possible prosecutions outstanding;
- if you or any other driver develops a notifiable health condition or an existing condition worsens. A notifiable health condition is one which must be referred to the DVLA (please refer to the DVLA D100 leaflet or www.direct.gov.uk/motoring for a full list of notifiable conditions)

Examples of notifiable conditions are Epilepsy or insulin controlled Diabetes;

- if the main driver of your car changes;
- if the registered keeper or owner of your car changes;
- if the place where your car is usually kept changes;
- if any modifications are made to your car (e.g. any changes which may affect your car's performance).

If you are not sure whether to report a change, please contact your insurance adviser.

Royal & Sun Alliance Insurance plc (herein called the Insurer) and the Policyholder agree that

This Policy the Policy Schedule (including any Policy Schedule issued in substitution) the Certificate of Motor Insurance the Proposal Form and any Endorsement shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

Any information supplied by the Policyholder shall be incorporated in the contract

The Insurer will provide the insurance described in this Policy within the Territorial Limits subject to the terms and conditions for the Period of Insurance shown in the Policy Schedule and any subsequent period for which the Policyholder shall pay and the Insurer shall agree to accept the premium

Underwritten by

Royal & Sun Alliance Insurance plc

Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both you and we may choose the law which applies to this contract, to the extent permitted by those laws. Unless you and we agree otherwise, we have agreed with you that the law which applies to this contract is the law which applies to the part of the United Kingdom in which you live, or, if you live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which you live.

We and you have agreed that any legal proceedings between you and us in connection with this contract will only take place in the courts of the part of the United Kingdom in which you live, or, if you live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which you live.

Definitions

The words listed below carry the same meaning wherever they appear in the Policy if they commence with a capital letter and their meaning is not varied by a Definition in a particular Section

Accessories

Audio visual recording or reproduction equipment and communications or navigation equipment permanently fitted to the Insured Vehicle

Certificate of Motor Insurance

The document which provides evidence that an insurance contract is in force which satisfies the requirements of the current road traffic legislation

Endorsement

An amendment to the Policy

Hire Car

Any passenger carrying motor vehicle with not more than eight passenger seats and licensed for the carriage of passengers for hire or reward

Insured Vehicle

Any motor vehicle

- registered in Great Britain Northern Ireland the Isle of Man or the Channel Islands (including its Accessories and spare parts while thereon)
- mentioned by Description of Vehicles or Registration Number in the Certificate of Motor Insurance bearing the number of this Policy as the certificate number which has been delivered to the Policyholder and remains effective or mentioned in the Policy Schedule
- any private passenger carrying motor vehicle with not more than eight seats and not more specifically defined by a definition

Insurers

Royal & Sun Alliance Insurance plc

Market Value

The cost of replacing the vehicle with one of the same make, model, specification, mileage and age, which is in the same condition as your vehicle was immediately before the loss or damage you are claiming for.

Minibus

Any passenger carrying motor vehicle with more than eight but not more than sixteen passenger seats

Period of Insurance

The length of time for which your policy runs as specified in your schedules(s).

Policy

Your policy is made up of:

- the record of information that you have provided to us;
- this policy wording
- the Policy Schedule

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- the Certificate of Motor Insurance and
- any Endorsements

Policy Schedule

The document which describes

- you;
- any other driver; and
- any special details of your policy such as excesses, policy limits or special terms and conditions.

Policyholder

Whoever is named in the Policy Schedule under the heading Policyholder/Insured

Proposal Form

The form signed by the Policyholder and any other accompanying details which provide all material information relevant to the insurance cover the Policyholder has requested

Territorial Limits

These are:

- the British Isles;
- any country which is a member of the European Union; and any other country which meets the motor insurance Directives of, and is approved by, the European Commission.
- and in the course of transit (including processes of loading and unloading) by rail, air or water within or between any of these territories provided this transit is by a commercial carrier and is not a longer duration than 65 hours in normal conditions

Terrorism

Terrorism means using or threatening violence or action against people, property, business or everyday life for political, religious or ideological reasons.

Trailer

Any trailer which is properly constructed to be towed by a motor vehicle

Vehicle Keys

Any device used for starting the Insured Vehicle or using its locking mechanism or immobiliser

Your Partner

The partner, husband or wife of the policyholder living at the same address as the policyholder and sharing financial responsibility. This does not include business partners or associates.

Insurance Provided

The cover provided and the vehicle insured by this Policy are as stated in the Policy Schedule

The Sections of the Policy applicable to each type of cover are as follows

Comprehensive

Sections 1 to 9 inclusive

Section 10 applies in place of Section 9 if it shown as operative in the Policy Schedule

Third Party Fire and Theft

Section 1 but only in respect of loss or damage caused by fire lightning explosion theft attempted theft or the taking away of the Insured Vehicle without the consent of the Policyholder

Sections 2 to 9 inclusive

Third Party Only

Sections 2 to 9 inclusive

Section 1 - Loss of or Damage to the Insured Vehicle

A Cover

1. Comprehensive Cover

If the Insured Vehicle is lost or damaged the Insurers will pay at their own option for repairing or replacing the Insured Vehicle or paying the amount of the loss or damage

The Insurers' liability in respect of the Insured Vehicle shall not exceed the market value immediately prior to such loss or damage or the Policyholder's estimate of value notified to the Insurers whichever is the lower

2. Theft of Keys

If the Vehicle Keys are stolen we will pay for the cost of replacing

- a) the door locks and/or boot lock
- b) the ignition/steering lock
- c) the lock transmitter and central locking interface

The Insurers will also pay the cost of re-coding or if necessary replacing any alarm system used in connection with the Insured Vehicle

The total amount payable as a result of the loss or theft of keys or lock transmitter will be limited to a maximum of £1,000 any one incident per Insured Vehicle

B Extensions

1. Extension of cover

While the Vehicle is in the custody of an approved repairer for maintenance or repair or of a hotel restaurant car park or similar commercial organisation for parking the following shall be inoperative

- a) Exclusion 1 of this Section
- b) General Exceptions A a) and A c) of Section 5

2. Recovery and Redelivery

Following loss or damage insured by this Policy the Insurers will pay the reasonable cost of

- a) protection and removal of the Insured Vehicle if disabled to the nearest competent repairers
- b) delivery after repair or after recovery of the Insured Vehicle to the Policyholder's address in Great Britain Northern Ireland, the Isle of Man or the Channel Islands

3. Hiring and other Agreements

If the Insurers know that the Insured Vehicle is hired leased or loaned to the Policyholder under a hire purchase vehicle leasing or other agreement any payment shall be made to the owner whose receipt shall be a discharge of any claim under this Section

4 Authority to Repair the Insured Vehicle

Following damage insured by this Policy the Policyholder may authorise the repair of the Insured Vehicle provided that the Insurers are notified immediately

C Exceptions to Section 1

The Insurers shall not be liable for

1 Any additional excess shown below for young or inexperienced drivers for any loss or damage while your car is being driven by them or in their care.

- a) is under 21 years of age £250
- b) is under 25 but not under 21 years of age £150
- c) is 25 years of age or over and
 - i) holds a provisional licence or
 - ii) has held a full UK/EU licence for less than 12 months to drive a vehicle of the same class as the Insured Vehicle £150
- d) does not hold a licence to drive but is driving in circumstances where a licence is not required by law £150

This Exclusion shall not apply to loss or damage

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i) resulting from your car being taken, without your permission, by:

- a) Your Partner;
- b) your boyfriend or girlfriend;
- c) your children;
- d) anyone who normally lives with you; or
- e) a member of your family

ii) to the windscreen, windows or sunroof where this is the only damage to the Insured Vehicle other than scratching of bodywork resulting from the breakage

2 Any loss or damage to your car if:

- a) your car is unlocked;
- b) your car windows are open; or
- c) your car key(s) are in, or in the vicinity of, your car; when there is no-one in it.

3 loss of use depreciation wear & tear mechanical electrical electronic or computer breakdowns breakages or failures

4 loss or damage caused by deception

5 damage to tyres caused by punctures cuts or bursts

6 loss or damage directly caused by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.

Section 2 - Liability to Third Parties

A Cover

Sub-Section 1 - Indemnity to Policyholder

The Insurers will indemnify the Policyholder in respect of legal liability incurred for damages and claimant's costs and expenses in respect of accidental

- a) death of or bodily injury to any person
- b) damaging property (we will pay up to £20,000,000. This limit includes legal costs for any claim or claims arising from one incident);
- c) stoppage of or interference with pedestrian vehicular rail air or waterborne traffic or escape or discharge of any substance or gas up to a limit of £1,000,000 any one claim or number of claims arising out of one cause in connection with the use of the Insured Vehicle including loading or unloading

The Insurers will in addition pay in respect of any event which may be the subject of indemnity under this Sub-Section

- i) Solicitors' fees at a coroner's inquest, fatal inquiry or magistrates' court. You must have written permission before agreeing to these costs.
- ii) Other legal fees, costs and expenses which we have agreed to in writing
- iii) The costs of defence against a charge of manslaughter or causing death by dangerous driving. You must have written permission before agreeing to these costs

Sub-Section 2 - Indemnity to Other Persons

The Insurers will also indemnify in the terms of Sub-Section 1

- a) any driver using the Insured Vehicle;
- b) any person using but not driving the Insured Vehicle for social domestic and pleasure purposes with the Policyholder's permission
- c) any passenger in the Insured Vehicle
- d) i) any principal with whom the Policyholder has an agreement
 - ii) any hirer of the Insured Vehicle other than under a hire purchase agreement provided that the Insurers shall not be liable in respect of liability arising from the act default or neglect of the principal/hirer his servant or agent
- e) the legal representatives of any person who dies and who would have been covered under this section.

The total amount payable by the Insurers in respect of any of the Sections irrespective of the number of parties insured by this Policy having a claim under this Policy in respect of such Sections shall not exceed in the whole any stated Limits of Liability

For the purposes of any stated Limits of Liability all of the parties insured under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Insurers and the Policyholder

Sub-Section 3 - Cross Liabilities

If the Policyholder comprises more than one party which in the case of a partnership includes each individual partner the Insurers will indemnify each in the terms of this Policy against liability incurred to the other as if such other was not included as a Policyholder

Sub-Section 4 - Towing Vehicles

The Insurers will provide indemnity in the terms of this Section while the Insured Vehicle is being used for the purpose of towing one mechanically-propelled vehicle providing that

- a) the vehicle is not towed for reward
- b) the Insurers shall not be liable in respect of loss or damage to the towed vehicle or property being conveyed by such vehicle

Sub-Section 5 - Cover in Europe

The Insurers will indemnify the Policyholder to satisfy the legal minimum insurance requirements of the following countries including legal fees costs and expenses incurred with their written consent while the Insured Vehicle or an attached Trailer is in any of these countries

- a) any country which is a member of the European Union
- b) any country
 - i) which agrees to meet European Commission Directives on motor insurance and
 - ii) of which the European Commission is satisfied that arrangements have been made to meet the requirements of these Directives

B Exceptions to Section 2

The Insurers shall not be liable

1 for liability arising from the loading or unloading beyond the limits of any carriageway or thoroughfare by any person other than the driver or attendant of the Insured

2 for death of or physical injury to anyone as a result of their job, except as required under road traffic laws.

3 to indemnify any person not driving but claiming indemnity if to his knowledge the person driving does not hold a licence to drive the Insured Vehicle unless he has held and is not disqualified for holding or obtaining such a licence

4 The legal liability of anyone other than you, if they are entitled to cover under any other insurance policy.

5 for damage to any motor vehicle or trailer in connection with which indemnity is provided by this Section

6 for damage to property owned by or in the custody or control of

- a) any person claiming indemnity under this Section or
- b) any person in the service of the Policyholder or any person claiming indemnity under this Section where the property is in the custody or control of that person by virtue of that service

7 for damage to property being conveyed by the Insured Vehicle

8 Legal liability, except as required under road traffic laws, as a result of using a vehicle on any part of an airport or airfield provided for aircraft movement, parking or maintenance.

9 We do not cover loss or damage caused by pollution or contamination, unless the pollution or contamination is the direct result of a single incident which happens during the period of insurance. To qualify for cover, the incident must be sudden, identifiable, unintended and unexpected.

All pollution caused by one incident will be considered to have happened at the time the incident took place. This exception does not apply if we must provide cover under road traffic laws.

Section 3 - Trailers

A Cover

A Trailer shall be insured in the terms of this Policy as though it were an Insured Vehicle if

- a) it is attached to the Insured Vehicle
- b) details of the Trailer have been specified to the Insurers
- c) it is not specified but the Policy Schedule shows that unspecified Trailers are insured and the Trailer
 - i) is attached to or connected to an Insured Vehicle
 - ii) has been attached to or connected to and while away from the Policyholder's premises is temporarily detached from or disconnected from but remains in the vicinity of an Insured Vehicle

The cover applicable to an unspecified Trailer shall be that applying to the Insured Vehicle

B Exception to Section 3

The Insurers shall not be liable

- a) under A Cover paragraph c)of this Section for Trailers with plant permanently attached while the Trailer is detached from or disconnected from the towing vehicle
- b) if the Insured Vehicle to which an insured Trailer is attached is drawing a greater number of Trailers than is permitted by law
- c) for the first £250 of a theft or attempted theft claim arising from an insured Trailer which is detached from and which does not remain in the vicinity of the towing vehicle
This Exclusion shall not apply where the detached Trailer was in a locked garage or locked building at the time of the attempted theft

C Conditions for Section 3

- a) While any Trailer is attached to a towing vehicle or power unit they shall together be regarded as one vehicle
- b) Any plant permanently attached to a Trailer shall be regarded as part of that Trailer

Section 4 - Special Provisions

A Customs Duty

If the Insured vehicle is lost or damaged abroad, you may have to pay customs duty for it to be stored or repaired. We will cover this customs duty as long as:

- a) the loss or damage is covered under your policy; and
- b) your car is in a country within the territorial limits.

B Other Charges

The Insurers will indemnify the Policyholder against General Average Contributions and Salvage and Sue and Labour charges incurred due to the transportation of the Insured Vehicle by sea

Provided always that

- a) such Insured Vehicle is insured for Comprehensive or Third Party Fire & Theft Cover
- b) the contribution relates to the value of such Insured Vehicle

C Emergency Treatment

The Insurers will indemnify any person using the Insured Vehicle in respect of liability under the current road traffic legislation to pay for Emergency Treatment fees

D Unauthorised Use

The Insurers will indemnify the Policyholder and no other person in the terms of this Policy while the Insured Vehicle is being driven without the Policyholder's consent by any person in the Policyholder's employ

Section 5 - General Exceptions

The Insurers shall not be liable in respect of

A Use and Driving

death injury loss or damage occurring or liability arising while the Insured Vehicle is being

- a) used with the consent of the Policyholder or his representative otherwise than in accordance with the limitations as to use in the current Certificate of Motor Insurance
- b) driven by the Policyholder unless he holds a licence to drive the Insured Vehicle or has held and is not disqualified for holding or obtaining such a licence
- c) driven with the consent of the Policyholder or his representative by any person
 - i) who is not specified in the Certificate of Motor Insurance
 - ii) who the Policyholder or his representative knows does not hold a licence to drive the Insured Vehicle unless he has held and is not disqualified for holding or obtaining such a licence

B Rallies, competitions, trials and track use

We will not cover any claim if your car is used:

- a) in a rally;
- b) in a competition;
- c) in a motor trial;
- d) on a racetrack;
- e) on a circuit; or
- f) on a prepared course.

C Radioactive Contamination

We do not cover any:

- a) loss of or damage to any property;
- b) legal liability;
- c) expense;
- d) consequential loss; or
- e) bodily injury; which is directly or indirectly caused by or arising from or contributed to by:
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of any nuclear fuel;
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it..

D War

We do not cover any:

- a) loss of or damage to any property;
- b) legal liability;
- c) expense;
- d) consequential loss ;or
- e) bodily injury; which is directly or indirectly caused by or arising from or contributed to by:
 - (i) war, invasion, act of foreign enemy or hostilities (whether war is declared or not);
 - (ii) civil war, rebellion, revolution, insurrection or military or usurped power except as required by any relevant road traffic legislation.

E Riot and Civil Commotion

We do not cover any:

- a) loss of or damage to any property;
- b) legal liability;
- c) expense;
- d) consequential loss ;or
- e) bodily injury; which is directly or indirectly caused by or arising from or contributed to by:
 - (i) war, invasion, act of foreign enemy or hostilities (whether war is declared or not);
 - (ii) civil war, rebellion, revolution, insurrection or military or usurped power except as required by any relevant road traffic legislation.

F Terrorism

Any consequence of terrorism unless we have to meet the requirements of any road traffic legislation

Section 6 - Conditions

A Compliance with Policy Terms

The liability of the Insurers will be conditional on the Policyholder complying and as appropriate any other person entitled to indemnity complying as though they were the Policyholder with the terms of this Policy

B Reasonable Precautions

The Policyholder shall take and cause to be taken all reasonable precautions to prevent injury loss or damage and shall maintain the Insured Vehicle in a roadworthy condition The Insurers shall have free access to examine the Insured Vehicle at all reasonable times

C Claims Procedures and Requirements

- a) The Policyholder must report all accidents claims and civil or criminal proceedings to the Insurers in writing as soon as possible
- b) Every letter claim writ or other document relating to any accident claim or civil proceedings must be sent to the Insurers immediately and unacknowledged
- c) No admission of liability or promise of payment may be made without the Insurers' written consent
- d) The Policyholder will give all information and assistance as required

D Insurers' Rights

- a) The Insurers are entitled to take over and conduct the defence or settlement of any claim at their discretion
- b) The Insurers may at any time pay the limit of liability referred to in Sub-Section 1 of Section 2 after deduction of any sum or sums already paid or any less amount for which any claim or claims can be settled and shall then relinquish the conduct and control and be under no further liability except for the payment of costs and expenses incurred prior to the date of such payment

E Non-Contribution

If the damage or liability which is the subject of a claim under this Policy is or would but for the existence of this Policy be insured under any other insurance the Insurers shall not be liable under this Policy except to the extent of any excess beyond the amount payable under such other insurance had this Policy not been effected

F Right of Recovery

The Policyholder shall repay to the Insurers all sums paid by them because of the requirements of any law if the Insurers would not have been liable for those payments by the terms of this Policy

G Application of Limits of Liability

In the event of any accident involving indemnity to more than one person any limitation in this Policy of the amount of that indemnity shall apply to the aggregate amount and such indemnity shall apply in priority to the Policyholder

H Disclosure Requirement

The Policyholder must notify the Insurers as soon as possible of any alteration in risk which materially affects this Policy

Material Information would include

- a) any special feature of the Insured Vehicle

b) the Insured Vehicle's location

c) the history of any driver

d) any medical condition which affects any driver and is notifiable to the DVLA who have confirmed that a licence to drive is not permitted or granted

or any other information which makes losses more likely to happen or make losses more serious if they do happen

The Insurers may re-assess the policy cover and premium following notification of material information

Failure to disclose all material information may result in

i) the wrong terms being quoted

ii) a claim being rejected or reduced

iii) this Policy being invalid

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Cancellation

This Policy may be cancelled

a) by the Insurers sending seven days notice by letter to the last known address of the Policyholder. The Policyholder shall be entitled to a pro rata return of premium calculated from the date of cancellation or if a Certificate of Motor Insurance has been issued from the date of return to the Insurers of such certificate

b) by the Policyholder who shall be entitled to a return of premium after deduction of premium at the Insurers' short period rates for the period the Policy has been in force calculated from the date of receipt by the Insurers of notice of cancellation or if a Certificate of Motor Insurance has been issued from the date of receipt by the Insurers of such certificate. The short period rates are calculated using the following proportions of the annual premium

Period up to	Proportion of annual premium
1 month	25%
2 months	33%
3 months	41%
4 months	50%
5 months	58%
6 months	66%
7 months	75%
8 months	83%
9 months	91%
12 months	100%

Non-payment/Consumer Credit Termination Clause

The Insurers reserve the right to terminate the Policy in the event that there is a default in installment payments due under a linked loan agreement. The Policyholder must return to the Insurers the current Certificate of Motor Insurance if the Insurers cancel the Policy.

Section 7 - Additional Excess for Delay in Claim Reporting

This Section applies to Section 1 and Section 2 of the Policy.

Without prejudice to any other remedy the Insurers might have (including as to whether Insurers are liable at all) in relation to any failure to notify any accident claim or civil or criminal proceedings in writing to us as soon as possible in accordance with the terms, exceptions and conditions of this Policy.

The Policyholder shall be liable for the following amount(s) for the delay in notification to us as shown below of any accident claim or civil or criminal proceedings in accordance with the terms of this Policy.

This shall be in addition to any other amount for which the Insurers are not liable as shown in the Policy Schedule and by reason of Exclusion 1 of Section 1.

12 months Number of days Following an Incident	100% Additional Amount Payable
Up to 30 days	Nil
31 – 45 days	£100
46 – 60 days	£200
61 – 89 days	£300
90 days or more	£500

Section 8 - Endorsements

THESE ENDORSEMENTS ARE OPERATIVE ONLY IF THE NUMBER SET AGAINST THEM APPEARS IN THE POLICY SCHEDULE AND ARE EACH SUBJECT OTHERWISE TO THE TERMS, EXCEPTIONS AND CONDITIONS OF THIS POLICY.

Endorsement 1 - Own Damage Excess - not fire theft or windscreens

The Insurers shall not be liable for the first amount(s) shown in the Policy Schedule of any claim under Section 1. This shall be in addition to any other amount for which the Insurers are not liable by reason of Exclusion 1 of Section 1.

Provided that this Endorsement shall not apply in respect of loss of or damage to the Insured Vehicle caused by fire, lightning, explosion, theft or attempted theft or by the breakage of the windscreens or windows where this is the only damage to the Insured Vehicle other than scratching of bodywork resulting from the breakage.

Endorsement 2 - Own Damage Excess

The Insurers shall not be liable for the first amount(s) shown in the Policy Schedule of any claim under Section 1. This shall be in addition to any other amount for which the Insurers are not liable by reason of Exclusion 1 of Section 1.

Section 9 - No Claims Discount

If there are no incidents resulting in a claim in this period of insurance under this Policy the Policyholder's no claims discount will be increased in line with the Insurers current scale.

If there are any incidents resulting in a claim in this period of insurance under this Policy the Policyholder's no claims discount may be reduced at the next renewal in line with the Insurers current scale

If the Insurers cover more than one vehicle under this Policy then this section applies separately to each Insured Vehicle

The no claims discount is not transferable to any other person

Payments for the following will not affect the discount

a) for Emergency Treatment

b) under Section 1 in respect of breakage of the windscreen or windows where this is the only damage to the Insured Vehicle other than scratching of the bodywork resulting from glass breakage

c) under Sub-Section 4 of Section 2

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Section 10 - No Claims Discount Protection

This section only applies if it is listed in your schedule

Schedule

If the Policyholder has chosen no claims discount protection the Insurers will not reduce the Policyholder's no claims discount unless more than two claims happen over five periods of insurance in a row

If three or more claims happen in the period stated above:

a) the Insurers will reduce the Policyholder's No Claims Discount in line with the Insurers current scale

b) this section will no longer apply

c) Section 9 - No Claims Discount will apply

Payments for the following will not affect the no claims discount protection

a) for Emergency Treatment

b) under Section 1 in respect of breakage of the windscreen or windows where this is the only damage to the Insured Vehicle other than scratching of the bodywork resulting from glass breakage

c) under Sub-Section 4 of Section 2

Complaints Procedure

Our complaints process

Our commitment to customer service

At RSA, we are committed to going the extra mile for our customers and wherever possible, exceeding their expectations.

If you believe that we have not delivered the service you expected or you are concerned about any aspect of the service we have provided, then please let us know. Preferably through your usual sales and service contact point.

If you are unsure how to contact your sales and service point please contact our Customer Relations Team. Details of which follow.

We promise to:

- Fully investigate your complaint
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Learn from our mistakes
- Use the information from your complaint to proactively improve our service in the future.

We aim to resolve your concerns within 24 hours. Experience tells us that most difficulties can be sorted within this time.

In the unlikely event that your concerns have not been resolved within this time, we will issue a letter acknowledging your complaint, letting you know the reasons why and we will continue to keep you well informed of the further actions we will be taking to reach a suitable conclusion.

If you continue to be unhappy with our proposed course of action, you can progress your complaint with our Customer Relations Team who will conduct a separate investigation and full review, that will be concluded by us issuing a final response letter.

Customer Relations Contact Details

Customer Relations Office

RSA

Bowling Mill

Dean Clough Industrial Estate

Halifax

HX3 5WA

Telephone: 0800 1076161

Fax: 01422 325227

Email: crt:halifax@uk.rsagroup.com

What to do if you are still not satisfied

If you are still not satisfied after the review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, Royal & Sun Alliance Insurance plc is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you can refer your complaint to them.

They can be contacted at:

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Financial Ombudsman Service

South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone: 0845 0801800
Website: www.financial-ombudsman.org.uk
E-mail: complaint.info@financial-ombudsman.org.uk

You must approach the Financial Ombudsman Service within 6 months of our final response to your complaint. We will remind you of the time limits in our final response.

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced

Royal & Sun Alliance Insurance plc (No. 93792).
Registered in England and Wales at St Mark's Court,
Chart Way, Horsham, West Sussex RH12 1XL.
Authorised and regulated by the Financial Services Authority.

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