



TRIDENT
UNDERWRITING LTD

*Policy Document for
Private and Public Hire Insurance*



SMARTWITNESS PROTECTION

Definitions

Certificate of Insurance - Evidence that you have the minimum compulsory motor insurance required by law.

Endorsements - These change the terms of the policy and are applicable when identified on the current schedule of motor insurance.

Excess - A financial contribution by you towards a claim under this insurance. All policies have an excess except where your cover is third party only.

Insurance Adviser - The person or firm who arranged this insurance for you and to whom the premium or premium deposit is normally paid.

Insurance Document / Policy Document / Insurance / Policy / Contract - This document.

Insured Vehicle / Your Vehicle - The licenced private or public hire vehicle (and its attached accessories) whilst insured for the duration of a period of insurance described in the current schedule and the current certificate of insurance. Taxi equipment fitted to the insured vehicle is only covered if the policy is comprehensive and is included under section 5 "Taxi Equipment and Entertainment Audio Equipment". Taxi-licence plates are not deemed to be part of the insured vehicle for the purposes of this insurance.

Liability - An obligation at law to compensate others.

Local Authority Licencing Office - The County, City, Town, Borough, District Council or municipal office responsible for (1) the "Plating" of your vehicle(s) as a public or private hire vehicle(s) and (2) the issue of the driver's badge(s) relating to such use.

Proposal Form and or Declaration - The form you have signed and we have relied upon in deciding if we can insure you and at what premium and terms. It gives us answers to questions we have asked about you, your drivers and your vehicle(s) together with information concerning your or your driver's relevant history and experience.

Statement of Insurance - The document which includes all the details you provided when your quotation was prepared, and which forms the basis of this contract.

Taxi / Private Hire Driver's Badge - The personal identification marker issued by your local authority licencing office to all approved and licenced hire and reward drivers. A copy of this badge is to be provided at the inception or renewal of any period of insurance and in respect of each driver we may agree to cover.

Taxi / Private Hire Plate - The vehicle identification marker provided by your local authority licencing office, details of which are to be provided at the inception or renewal of any period of insurance and in the event of a claim arising under this policy. The plate does not form part of the insured vehicle for the purpose of this insurance and has no insurable value of any kind within this contract.

The Schedule of motor insurance/Schedule - The document that shows details of you and the vehicle(s) we are insuring. It also details the cover that applies, the period of cover, risk insured and endorsements applicable. When a new schedule is issued it replaces the preceding schedule.

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

We / Us / Insurers / Underwriters - Trident Underwriting Ltd for and on behalf of the insurance company or Underwriters at Lloyd's as specified in the certificate of insurance.

You / Your / the Insured - The person named in the certificate of insurance and or schedule as the policyholder.

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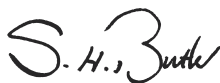
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Document for Private and Public Hire Vehicles

Introduction

This policy document is a legal contract of insurance and describes the terms and conditions of the insurance contract between us and you. It should be read together with the certificate of insurance, the schedule and renewal notices. This insurance is based on the information that has been given to us either by you on the proposal form that you have signed or on the statement of insurance provided by your insurance adviser on your behalf. At your request we will supply a copy of any document that we have relied upon in entering into this insurance contract with you.

We will insure you under the terms, conditions and exceptions contained in this document or in any endorsement or schedule applying to this document during any period of insurance for which you have paid or agreed to pay the premium in full or have kept up with any authorised premium instalments.



Director

Trident Underwriting Ltd for and on behalf of the insurance company or Underwriters at Lloyd's as specified in the certificate of insurance.

General Notes

The following notes are important and form part of your insurance contract with us. Please read them carefully.

1. This policy document and the schedule will show you which sections and endorsements of the policy apply. You are advised to keep these documents in a safe place.
2. Please read this document, your schedule and the certificate of insurance (including the information on the back of the certificate). If you do not understand anything or if a further explanation is needed or if a mistake has occurred then you must contact your insurance adviser as soon as is possible.
3. Your insurance has been arranged at a premium and terms based on information and documents supplied by you. If any of the information shown on either the schedule or certificate of insurance changes or if any material facts provided by you change or alter, then you must notify your insurance adviser immediately.
4. You are advised to keep a complete record (including copies of all written communications and notes of telephone conversations) of all information supplied to us in connection with this insurance.
5. You must keep to the terms and conditions of this insurance. Failure to do so could leave you with a reduced or inadequate cover or may mean that you are not covered at all. In particular, if
 - You have not fully disclosed all claims, convictions or medical history when asked.
 - You have not paid the premium in full on time.
 - You have failed to pay on time any premium instalment payments.
 - You do not complete and return, as soon as reasonably possible, an accident report form when asked.
 - You fail to comply with the Claims Procedure in Section 3 of this policy.

- You or an insured driver does not co-operate with us in respect of any claim.
- You do not forward immediately any third party correspondence in respect of a claim.
- The keys of the insured vehicle are left in or on the insured vehicle and are not suitably safeguarded in the possession of the policyholder or driver.
- You or anyone acting with your knowledge supplies false information to us.
- The insured vehicle requires a test certificate but it is not in force or has expired.
- False, stolen or fraudulently altered documents are used to obtain the benefit of or from this insurance.
- The insured vehicle has any false or altered identification marks.
- You do not comply with the requirements of any policy conditions and or endorsements.

In these circumstances your insurance cover may be seriously restricted or not even be valid. The above is not a complete list of circumstances that could effect the cover granted under your policy. We recommend that you consult your insurance adviser in the event of any change to your circumstances or an incident occurring that might result in a claim being made under this insurance.

Changes to information given to us

You must tell us about any changes which affect this insurance. You must do this when the change is known about or occurs and also when you renew or make any alteration to the policy. For example, full details must be provided to us if any of the following types of change happen:

- A change of vehicle, including any extra vehicle.
- A change in the use of your vehicle.
- A change of your occupation or that of any driver covered under the policy.
- A change of address.
- Modifications or alterations to your vehicle.
- The inclusion of any driver who we do not already know about on this policy.
- You or any insured driver are convicted of any offence.
- Any accidents, claims or losses regardless of fault.
- You or any insured driver have a prosecution pending.
- You or any insured driver has a disability or illness that affects driving or are told by a doctor not to drive due to medical reasons.
- You or any insured driver no longer hold a taxi or private hire driver's badge
- You or any insured driver take up an additional or part-time occupation.

The above is not a complete list. If you are not sure about what we need to know about please ask your insurance adviser. If you do not tell us about all relevant information your policy might be void or not operate fully.

Cover

The cover you have chosen is shown in your schedule.

Comprehensive - Sections 1 to 8 and Section 11 apply.

Third Party Fire and Theft - Section 1, the Fire and Theft cover described in Section 2, Section 3, Section 6, Section 7 and Section 11 apply.

Third Party Only - Sections 1, 3, 6 and 11 apply.

In addition any Sections activated by endorsement apply.

Excess (your contribution toward a claim) - This insurance has an excess applicable whereby you are required to pay the first amount of a claim for loss or damage to the insured vehicle. The excess applicable is shown on the schedule. Where more than one excess is shown they are added together to form the total deduction made in the event of a claim. Failure to comply with Section 3 Claims Procedure will result in an additional £900 excess. However, the maximum excess applicable to a claim under Section 4 (Windscreen and Window Glass) is £80.

What you can use your vehicle for:-

This insurance allows you to use your vehicle for the purpose described in your certificate of insurance.

You and or your vehicle are not covered for:-

1. Racing, pace-making, speed testing, any contest, competition, speed trials, rallies or reliability trials.
2. Any purpose in connection with the motor trade.
3. Any purpose within the restricted areas of an airport or airfield (apart from the roads, car parks, pick-up and set down areas to which the public have access) or for any purpose within:
 - The area for take off and landing of aircraft.
 - Where aircraft move on the ground.
 - Aircraft parking aprons.
 - Airport or airfield service roads.
 - Airport or airfield ground equipment parking areas.
 - The parts of passenger or cargo terminals or airfields that are within H.M. Customs examination areas at international airports.
4. Journeys, plying, standing or responding to being hailed for public hire if the licence granted by the local authority licencing office in respect of the use of the insured vehicle is for private hire only.
5. Any private use unless:-
the details of any person(s) requiring to use the Insured vehicle for social domestic or pleasure purposes and who are not prohibited by the relevant local authority licencing office from using the insured vehicle for social domestic or pleasure purposes have been declared to and accepted by Underwriters.
6. Commercial Travelling.
7. Letting on Hire.

If you or the authorised driver use your vehicle for any purpose excluded above, or anywhere else in this policy, schedule or certificate of insurance and an accident or loss occurs, we will not be able to deal with any claim from you arising out of such an incident. If we become legally obliged to make a payment to a third party where you or another driver has used your vehicle for an excluded purpose then you will become liable to repay to Underwriters any authorised amount immediately.

POLICY SECTIONS

SECTION 1 - YOUR LIABILITY TO OTHER PEOPLE

We will insure you for all amounts you have to pay by law if you have an accident in your vehicle and you cause:

- The death of or injury to other people;
- Damage to other people's property, up to a maximum of £5,000,000 in respect of any one claim.

Cover for other people

We will also insure the following people under this section of the insurance:

- Any person permitted by the certificate of insurance to drive your vehicle, but not people excluded by endorsement.
- Any person who causes an accident while travelling in or getting into or out of your vehicle.
- If any person covered by this policy dies then we will deal with any claim made against their estate, provided the claim is covered by this insurance.

Driving other Cars Benefit (Exclusion of Cover)

This cover is not given and we shall not be liable for any incident or claim involving your use of any vehicle other than the insured vehicle described in your certificate of insurance and schedule.

Legal representation and other expenses relating to legal representation.

You must tell us about criminal prosecutions taken against you or any person named on the certificate of insurance as an insured driver. We will, at our discretion, pay for the legal representation or other expenses relating to such legal representation in respect of any proceedings taken against you or any person named on the valid certificate of insurance as an insured driver, arising from an incident involving the use of the insured vehicle. We reserve the right to appoint legal representatives.

Emergency Medical Treatment

We will pay for any emergency treatment fees required by the Road Traffic Act. If this is the only payment we make it will not affect your no claim discount.

Towing

We will insure you if your vehicle is used to tow a caravan or trailer or another vehicle that has broken down. We will not be liable to pay:

- If you are being paid to tow caravans, trailers or vehicles.
- If you are towing more than one caravan or trailer or vehicle at the same time.
- If the caravan or trailer or vehicle is not properly attached to your vehicle by equipment made for the purpose.
- For the loss of or damage to a caravan, trailer, vehicle being towed by your vehicle, or anything in or on it.

Exceptions to Section 1

We will not cover any of the following;

1. Death of or bodily injury to the driver of the insured vehicle or loss or damage to his or her property.
2. Liability for causing the death of, or injury to, any of your employees while they are working for you if the liability is covered by an employer's liability policy.

3. Anyone who is insured under any other insurance.
4. Loss of, or damage to, vehicles or other property owned by or in the care of any person or company covered by this insurance.
5. Any use of your vehicle which we have excluded elsewhere in this policy document and or schedule.
6. Death, bodily injury, loss or damage caused when dealing with a load or fare paying passenger of your vehicle, loading or unloading your vehicle, or taking away a load from your vehicle, by any person other than the driver of your vehicle.
7. Death, bodily injury, loss or damage caused when dealing with a load or fare paying passenger of your vehicle, that is to be taken to, or has been taken from, the insured vehicle whilst you are away from the Public Highway or you are on or in private property.
8. Any claim over £250,000, or that required by the Road Traffic Act, whichever is higher, for damage to other people's property which happened because you used your vehicle to carry petrol, liquid petroleum gas, explosives or chemicals of a volatile, explosive, corrosive or toxic nature.

SECTION 2 - LOSS OF OR DAMAGE TO YOUR VEHICLE

We will insure you against any loss of or damage that happens to your vehicle in the United Kingdom and is caused by

- An accident
- Fire, lightning or explosion as long as you take all reasonable precautions to prevent it.
- Theft or attempted theft. (If your vehicle is stolen and not found, no offer of payment will be made until 28 days after the date of the theft or until our investigations into the loss have been completed.)
- Vandalism or malicious damage

Theft of entertainment audio equipment is only covered under a comprehensive policy unless the vehicle is a total loss and any such equipment is lost or damaged at the same time.

Total Loss ("Write-Off")

If your vehicle becomes a total loss and we offer you compensation, before we pay you such compensation you must:-

1. Return your certificate of insurance and schedule or amended schedule.
2. Provide us with the registration document for the vehicle.
3. Provide us with the original "M.O.T." certificate current at the time of the accident or loss and the local authority certificate of vehicle fitness or equivalent (if your vehicle needs one or both because of its age).
4. Provide a copy of the driving licence of the person in charge of the vehicle at the time of the loss.
5. Provide a copy of the local authority's licence for the person in charge of the vehicle at the time of the loss if it was used for public or private hire purposes at the time of the loss.
6. Provide us with the ignition and door keys (and all spare keys). You must also provide us with the anti-theft alarm and or immobiliser arming device or key and spare arming devices and any spare or "master" keys if your vehicle has been stolen and not found.

7. Let us have the original purchase receipt and documented service history for the vehicle.
8. Allow us time to complete our investigations and enquiries normally associated with the settlement of motor insurance claims and co-operate with us if any queries arise from such investigations and or enquiries.
 - Wherever possible we will move all total loss vehicles to a place of free and safe storage. You must provide us with all reasonable assistance in this respect. Any other storage, recovery or related charge incurred on your instructions will be excluded from the policy.
 - You are responsible for arranging that all undamaged and removable taxi equipment (particularly any radio, data head or taximeter), and (if the vehicle is not on the public highway) the road fund licence disc are taken out of the vehicle as soon as is reasonably possible after an accident that leaves the vehicle in an undriveable condition.

We are not responsible for damage to or loss of any personal belongings.

Total Loss Offer and Settlement

The most we will pay will be the market value of your vehicle (including its spare parts or attached accessories if they have been lost as well) or the amount proposed or last declared to Underwriters as the vehicle's value (including its attached spare parts and attached accessories) whichever is the less.

When we pay a total loss the vehicle or its remains will always become our property. Any offer of settlement we may make will take into account:-

- The condition and mileage of the insured vehicle.
- Unrepaired pre-accident damage or faults.
- The excess shown in the schedule current at the time and date of the loss.
- At underwriter's discretion, any unpaid premium.

Total Loss (Re-plating costs and charges excluded)

We will not pay for:-

- costs or charges for the re-plating or testing of any replacement vehicle as a taxi or private hire vehicle.
- costs or charges incurred by the policyholder having to acquire a newer vehicle because local plating regulations do not permit a vehicle of the same age or type as the written-off insured vehicle to be plated for hire or reward use.

Hire purchase, leasing, rental or any other type of finance agreements

You must tell us when you arrange the insurance if you are paying for your vehicle or any replacement vehicle under any type of finance arrangement or hire purchase, contract hire, leasing agreement or are renting it from a vehicle-provider or friend or member of your family. Underwriters reserve the right to request a copy of any finance agreement that you have entered into in respect of the insured vehicle. If we have agreed to provide cover and the insured vehicle is a total loss and we have agreed to settlement of the claim, then the company or individual having the declared financial interest in the vehicle will have priority on the proceeds of the claim.

Accessories

If your vehicle is insured on a comprehensive basis we will insure accessories permanently attached to your vehicle, spare parts, maker's tool kit and safety equipment you use for your vehicle to help protect it against loss, damage, fire or theft. Certain types of accessories, particularly audio equipment, two way communication radios, taximeters and data heads have special terms applicable, which are described in Section 5 of this document. We will not pay for any loss or damage to taxi signs, advertisements, taxi or private hire plates, aerials or roof-boxes.

Personal belongings

This insurance does not cover loss of or damage to Personal belongings.

Exceptions to Section 2

We will **not** be responsible for:-

- any loss of value of the Insured vehicle.
- any inability to use your vehicle because of an accident or loss.
- damage to tyres caused by braking, punctures, cuts or bursts, unless the damage is caused in an accident.
- any loss of value caused by the repairs to your vehicle.
- improvements to the vehicle when it is repaired after an accident.
- loss or damage arising from theft if the ignition or immobiliser keys of your vehicle have not been suitably safeguarded in the possession of you or the authorised driver or they have been left in or on the insured vehicle.
- loss of or damage to the insured vehicle or its contents arising from theft or attempted theft if the vehicle has not been locked or if the windows or sunroof have been left open.
- loss or damage caused by anybody obtaining your vehicle by deception.
- any amount over the last known list price of any part or accessory which we cannot acquire.
- losses arising from difficulty or delays in obtaining parts for the insured vehicle.
- wear and tear, mechanical or electrical breakdown, computer breakdown or failures.
- loss or damage when the insured vehicle is left unattended if the last person in charge of it before the loss or damage occurred is not shown on your certificate of insurance as an authorised driver.
- replacement locks if the keys are stolen or lost.
- loss or damage or the consequences of any loss or damage to any personal effects, money, stamps, tickets, documents or securities, stocks, bonds or share certificates, jewellery, lottery tickets and scratch-cards, credit, debit or charge cards and their transaction receipts, fuel cards, Air Miles vouchers, "loyalty" cards or similar promotional items.
- loss or damage or the consequences of any loss or damage to any goods, samples, tools, computer equipment (including hardware and software) or non-taxi equipment carried in connection with any trade or business.
- any property insured under another insurance policy.
- any loss of fuel from the insured vehicle.
- loss or damage caused by an inappropriate type or grade of fuel being used.

SECTION 3 - CLAIMS PROCEDURE

Claims Helpline – 0844 873 8183 SmartWitness Camera Card Collection Helpline – 0800 716 333

It is a requirement of this insurance;

- that all incidents, irrespective of any intention to make a claim under this policy, are reported on the Claims Helpline within 24 hours of the incident discovery, where possible by the policyholder in person, directly to the Claims Helpline without the involvement of any accident management company or third party claims handling company.
- that you will use the insurer's approved repairers/suppliers to undertake repair work on the insured vehicle.
- that you will ensure that the incident data from the SmartWitness SD (secure data) Card is made available to be uploaded to the insurer's Claims website within 24 hours of the incident discovery by calling the SmartWitness Camera Card Collection Helpline.

In the event that you fail to comply with any of these Claims Procedure requirements a £900 excess will apply to any claim made under Section 2 of this insurance, this will be in addition to any excess shown on the Schedule or elsewhere in the policy booklet (other than Section 4 Windscreen and Window Glass).

SECTION 4 - WINDSCREEN AND WINDOW GLASS

Provided that you have comprehensive cover and we have not excluded this section of the policy on your schedule (such exclusion will be identified by endorsement number TR14) should the windscreen or windows of your vehicle accidentally be damaged or broken we will repair or replace them.

CALL CLAIMS HELPLINE 0844 873 8183

The following will apply:-

- You must pay the first £80 of any claim (The excess).
- If replacement is arranged or carried out via the Trident Claims Service we will pay the balance in full.
- If replacement is carried out by any other company the most we will pay is £75 over the £80 excess.
- If the glass is repaired rather than replaced via the Trident claims service we will pay the cost of the repair after the deduction of the £25 excess.
- A sunroof or glass roof is not considered to be a windscreen or window and is not covered under this section.
- A claim under this section will not affect your entitlement to no claim discount.

SECTION 5 - TAXI EQUIPMENT AND ENTERTAINMENT AUDIO EQUIPMENT

(Covered under a Comprehensive policy only)

If you have comprehensive cover we will pay up to the market value of the equipment at the time of loss or damage. We will not pay more than £1,000 (less any excess applicable) in total for any claim for any combination of equipment insured under this section, including fitting, in any one period of Insurance.

This section covers the loss of or damage to the following types of equipment only:-

Entertainment Audio Equipment

A permanently fitted car radio, tape or CD player used for entertainment purposes but only if the equipment is your property and the vehicle is damaged at the same time. Payment will be limited to the replacement cost of the vehicle manufacturer's standard original specifications or to the market value of the equipment at the time of the loss or damage, whichever is the less. Cover under this subsection is limited to £250 in any one period of insurance.

- **Taxi Two-way Communication Radios**

A permanently fitted two-way communication radio used for taxi business purposes but only if the equipment is your property and the vehicle is damaged at the same time. Payment will be limited to the replacement cost of a device of a similar or compatible specification to the equipment lost or damaged.

- **Taximeters**

A permanently fitted taximeter used for taxi business purposes but only if the equipment is your property and the vehicle is damaged at the same time. Payment will be limited to the replacement cost of the equipment at the time of the loss or damage and, at our discretion, we will pay for any reasonable charges for council calibration and sealing of a meter replaced under this clause provided we are notified first and a quotation for the work is provided to us prior to the work being carried out. We will not pay for repair or replacement of a taximeter if the local authority seal is broken or has been tampered with.

- **Taxi Data Head**

This sub-section includes cover for a permanently fitted data head used for taxi business purposes but only if the equipment is your property and the vehicle is damaged at the same time. Payment will be limited to the replacement cost of a device of a similar or compatible specification to the equipment lost or damaged.

We will not cover loss of or damage to cassettes, records, compact discs, data-tapes, computer equipment or disks, telephones and their accessories, television sets, "Traffic Master" or similar systems, video equipment, route finding or navigation systems and their displays or radar speed-trap detection equipment of any kind. If we deal with your claim on a basis of your vehicle being a total loss, then this policy section "Taxi Equipment, Entertainment Audio Equipment" will not operate. This is because the value of any permanently fitted audio, communication or taxi equipment remaining with the total loss vehicle will be taken into account when we calculate any amount of compensation we may agree to offer to you.

This section does not provide cover for the cost of re-fitting any audio, communication and or taxi equipment from the insured vehicle into a replacement insured vehicle. Underwriters reserve the right to inspect and retain any damaged equipment covered under this section, prior to the release of any payment in respect of a claim.

SECTION 6 - DRIVING ABROAD

The cover provided by this insurance includes the use of your vehicle by an authorised driver to give the minimum insurance cover required to comply with the laws relating to compulsory insurance of motor vehicles in:

1. any country which is a member of the European Community/European Union (EC/EU) and
2. any other country approved by the EC/EU directives currently in force.

Subject to having notified us in advance of your trip and having paid or agreed to pay the appropriate additional premium, we will, for up to 30 days in any one period of insurance, agree to extend the cover operating during your trip to that described in the schedule. You must accompany the vehicle for the whole trip and we must already know about all the drivers and have agreed to cover them under this policy. We will cover your vehicle while it is in transit by a recognised sea or rail routes in or between countries we have agreed to cover for you that last less than 65 hours under normal travel conditions. We will compensate you against liability if you have to pay customs duty on your vehicle provided the liability is a direct result of a claim covered under this insurance.

SECTION 7 - EXCESS

We shall not be liable to pay the first amount of any claim made under Section 2 of this insurance. Details of the amount of excess applicable will be shown in the current schedule and any applicable endorsement. If more than one excess is shown then each excess applies in addition to any other excess (other than the Windscreen and Window Glass excess) applicable under the policy.

Failure to comply with Section 3 Claims Procedure will result in an additional £900 excess.

SECTION 8 - NO CLAIMS DISCOUNT

Provided that during any one complete year of insurance immediately preceding the renewal of this policy:-

- No claim has been made
- No claim is pending
- No claim arises

we will allow a no claim discount from the premium payable for renewal of the policy.

In all cases the discount allowed will be in accordance with our published scale of no claim discount at the time of renewal, a copy of which will be provided on request.

After a single claim, we will reduce your entitlement to no claim discount at the following renewal.

If you make more than one claim in one year you will not receive a no claims discount at the following renewal.

SECTION 9 - PROTECTED NO CLAIMS DISCOUNT

If you have paid any additional premium required and we have agreed to protect your no claim discount by the inclusion of endorsement number TR11 in the schedule, you will not lose your entitlement to that discount if you renew your policy with us provided no more than one claim arises during the course of the insurance year or not more than two claims arise in three consecutive years of insurance. If two claims are made or arise in one insurance year, or three claims are made or arise in three consecutive years of insurance the no claim discount will be reduced in accordance with our scale in force at that time. If four or more claims are made or arise in three consecutive years of insurance the no claim discount will be lost entirely.

SECTION 10 - PUBLIC LIABILITY COVER (Optional Cover)

If you have paid any additional premium required and we have agreed to make this section operative endorsement number TR12 will be included in the schedule. Subject to the limit of liability specified by endorsement TR12 in the schedule, we will indemnify you and any person permitted by the certificate of insurance to drive the insured vehicle against all sums that you, he or she may become legally liable for through the use of the insured vehicle for Public or Private Hire as a result of an incident not already covered under this insurance. If this section is operative clause 7 under "Exceptions to Section 1" is deleted and of no effect.

Claims that would normally be met by the requirements of the current Road Traffic Act will not be dealt with under this section.

SECTION 11 – SMARTWITNESS CAMERA

It is a condition of this insurance that the insured vehicle is fitted with a SmartWitness camera as specified by the insurer.

Once the SmartWitness camera has been fitted you are required to the best of your ability to ensure that it is in working operation at all times the insured vehicle is in use. If you suspect that the SmartWitness camera is faulty, which will be indicated by an audible tone, you must notify the installation team. If you continue to drive the insured vehicle in the knowledge that the device is not functioning properly, without reporting it, it may affect the indemnity provided in the event of a claim.

The requirement for a fully operational SmartWitness camera is waived for the first 10 days of cover under this policy in order that arrangements can be made for the device to be fitted. However you are required to have the SmartWitness camera fitted to the insured vehicle and in working operation within this period otherwise the policy will be cancelled in accordance with General Condition 8 (page 13).

The SmartWitness camera is the property of the insurer and that it will be provided free of charge whilst you have a valid taxi policy with them.

You are responsible for the fitting charge which will apply for each installation/Uninstallation/Reinstallation details of which are on the Keyfacts and Proposal Form and will also be confirmed by your insurance adviser.

Should your policy lapse or be cancelled for any reason you must arrange to have the camera uninstalled and return it in an undamaged condition.

GENERAL EXCEPTIONS - These exceptions apply to the whole policy (except where we must provide cover to meet the requirements of the Road Traffic Act).

This insurance does NOT cover:-

1. Any accident, injury, loss, damage or liability if your vehicle is:-
 - being used for a purpose excluded by, or not included in, the certificate of insurance.
 - being driven by you unless you have a licence to drive the vehicle and where required an appropriate badge issued by the relevant local authority licencing office.
 - being driven by any person who does not comply with the terms and conditions of the driving licence held.
 - being driven with your permission by any person who you know does not have a full licence to drive the vehicle unless that person has held and is not disqualified from holding or obtaining such a licence.
 - being driven with your permission by any person who uses the vehicle as a public or private hire vehicle and you know that he or she does not have an appropriate badge issued by the relevant local authority licencing office.
 - being driven by any person whose driving licence bears any endorsement offence codes commencing AC, BA, CD, DD, DR, IN, NE, UT, or their equivalent numeric code, unless Underwriters have previously been advised and terms agreed.
 - in a country outside the United Kingdom apart from those identified within Section 6 (Driving Abroad).
 - overloaded with people or goods or both or is used in contravention of local authority regulations.
 - found to be either in whole or in part stolen property and is knowingly used by you or the authorised driver.
 - unattended where the ignition or immobiliser keys of your vehicle have not been suitably safeguarded in the possession of you or the authorised driver or they have been left in or on the insured vehicle.
2. Any damage, loss or liability you have under an agreement or contract that you would not have if the agreement or contract did not exist.
3. Any accident, injury, loss, damage or liability which is caused by or contributed to or arising from any of the following:-
 - Pollution or contamination, however caused.
 - Ionising radiation or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel, or any consequential loss therefrom.

- The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly or any consequential loss therefrom.
 - An earthquake.
 - Any act of terrorism which 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.
 - Riot or civil commotion happening outside England, Scotland, Wales, the Isle of Man or the Channel Islands.
 - Any damage, loss or liability caused by war, invasion, act of enemy hostilities whether war be declared or not, civil war, rebellion, revolution or military force or coup.
 - Your vehicle being in an unsafe or unroadworthy or prohibited or illegal condition or does not have a valid MOT certificate and local authority licencing office compliance certificate when required to do so.
 - Pressure waves caused by aircraft and other flying objects.
 - Any theft of or from the insured vehicle unless it is reported to the police and a crime reference number is obtained.
4. Any liability if you or the authorised driver deliberately use your vehicle to cause loss or damage to any property and or injury to any person. Our obligations under the terms of the Road Traffic Act to any third party will not be affected by this clause. However, we reserve the right to recover any sums from you or the authorised driver that were paid by virtue of the provisions of the Road Traffic Act but which would otherwise be excluded under this clause.

GENERAL CONDITIONS - These conditions apply to the whole policy.

1. This insurance will only apply if:-
 - the person claiming indemnity has complied with all the terms, conditions and endorsements of this insurance document.
 - as far as you know, the information you have given us, (in particular the answers on the proposal form or statement of fact concerning age, medical history, previous accidents, losses, claims and or convictions) is neither false nor inaccurate.
2. When loss or damage happens you must:-
 - comply with the Claims Procedure in Section 3 of this policy,
 - send the insurer's claims department every letter you receive about a claim, unanswered,
 - send the insurer's claims department any writ or summons as soon as you receive it,
 - tell the insurer's claims department as soon as you know of any prosecution, coroner's inquest or fatal accident enquiry,
 - not without our written permission admit responsibility or offer to settle a claim,
 - provide every reasonable assistance in defending any action taken against you or the authorised driver,
 - give the insurer's claims department all the information and help they may need,
 - notify the relevant local authority licencing office that an incident has occurred.

3. If we make any offer of payment to you because your vehicle is a total loss and you have claimed under this insurance then all benefits of the section(s) under which you have claimed are cancelled from the date of the accident or damage or loss. However, until we accept responsibility for any salvage, cover under the policy (where appropriate) will be maintained. No refund of premium will be allowed. A re-instatement premium may be required if you insure a replacement vehicle with us under this policy, in substitution for the lost or damaged vehicle. However, should we be successful in recovering all of our outlay from the party responsible (or their Insurer) for the loss or damage to the insured vehicle concerned then any re-instatement premium charged under this section may, at our discretion and provided you have kept to the terms and conditions of this insurance, be returned to you.
4. We reserve the right to take over and carry out in your name or in the name of any person insured by this insurance :-
 - the defence or settlement of any claim.
 - proceedings to recover payments we have made under this insurance.
5. If you have another insurance covering the same liability, loss or damage, we will pay only our share of the claim.
6. You may cancel this insurance by writing to us or your insurance adviser stating the reason for the cancellation and at the same time returning your certificate of insurance and or any covernotes and schedules. As long as you have paid the premium and not claimed and no claim arises and there is no reason to believe that any claim will arise, we will refund part of your premium based on our published short-period rates, a copy of which will be provided on request. Cancellation will be calculated from the date that the certificate of insurance is received by us or your insurance adviser.
7. If you are no longer entitled to hold a taxi or private hire driver's badge then you must tell us and the policy must be cancelled. Cancellation for this reason will be treated as cancellation by you in accordance with the terms and short period rates described in General Condition 6 above.
8. We or our authorised agents may cancel this insurance by sending you seven days notice in writing by recorded delivery to your last known address. We will refund the pro rata amount of your premium to your insurance adviser. You must return your certificate of insurance by the end of this seven day period.
9. In the event of any cancellation of cover or non-payment of premium, we may notify the relevant local authority licencing office that the insurance has been cancelled
10. This insurance is governed by English law and any disputes will be dealt with in the English court. You may choose another law if we agree.
11. If the law of any country in which this insurance applies compels us to pay a claim which we would not otherwise have paid, you or the person who caused the incident must reimburse us in full.
12. You and any person claiming under this insurance must take all reasonable steps to:-
 - protect your vehicle and its contents from fire, theft or other loss or damage.
 - keep your vehicle in an efficient and roadworthy condition, paying particular attention to the brakes, lights, steering and tyres.

- present your vehicle to the relevant local authority licencing office in good time for its periodical safety check and issue of certificate of fitness or compliance and or “MOT” test certificate, whichever might apply. If your vehicle fails the test you must have it repaired promptly if you intend to keep on using it. You must have a valid test certificate if by reason of its age your vehicle requires one. We will accept a certificate of compliance instead of an “MOT” certificate but only if your vehicle is exempted by your local authority from requiring a normal “MOT”. If you do not hold the relevant certificate valid at the time of any loss or damage, we shall be under no obligation to pay your claim.
13. If we think it is necessary, you must allow us to inspect your vehicle.
 14. If we have accepted a claim, other than a claim under Section 1, but there is a disagreement over the amount we should pay, the matter will be referred to an arbitrator we both agree on. You cannot take any legal action against us until the arbitrator has made a decision. We will pay the reasonable costs of arbitration. This does not affect your legal rights.
 15. The cover under this insurance document cannot be suspended.
 16. If you make any claim or proposal or declaration that is in any way false or fraudulent or has any fraudulent means, devices or invalid documentation used by you or anyone acting on your behalf to obtain benefit or protection under this insurance, the policy will become invalidated. You will not be able to make a claim and all rights under the policy will be forfeited. We will retain all premiums paid and will seek to recover all costs and disbursements from you.
 17. If it has been agreed to accept your premium in instalments and you miss any instalments, this will be regarded as cancellation by you and our published short period rates for the elapsed time on risk will apply. We or your insurance adviser will write to you and tell you that the policy is cancelled and your cover will end and you must return the certificate of insurance to us immediately. We may notify the local authority licencing office. If we need to pay a claim to you for loss or damage, we will reduce the amount we will pay to cover the remaining instalments for that insurance period. If after cancellation you still owe premium for the period of cover we have provided you must pay this immediately. If we have to deal with a claim from a third party and you are in default of your agreement to pay the premium then you must repay to us all such sums immediately. We may tell the relevant local authority licencing office about the cancellation of cover and any accident or loss that has occurred. We will not allow further instalments.
 18. This insurance is personal to the policyholder and cannot be transferred to any one else unless we agree. The only exception to this is in the event of the death of the policyholder. In these circumstances the policyholder’s legally appointed personal representative or executor shall have the right to deal with us as though they had been the original policyholder (as far as is reasonably possible) and they may also receive money payable to the deceased policyholder’s estate from a claim covered by this insurance provided that all other terms and conditions of the policy have been complied with.

19. If you use the services of a credit repairer and they subsequently seek re-imburement from you under the terms and conditions of any agreement you have signed with them, you will not be able to reclaim such costs from us.
20. Failure to comply with the terms and conditions of this contract gives Underwriters the right to refuse claims or declare this insurance null and void. If Underwriters become obliged to deal with any such claims then we shall have the right to commence proceedings to recover all and any sums paid by us from the policyholder or the authorised driver.
21. Should Underwriters incur any expenses as a result of non co-operation from you or the authorised driver then in the event of our having to deal with and or investigate a claim from any party arising out of an incident involving the insured vehicle we shall have the right to recover all and any such sums paid by us from the policyholder or the authorised driver.
22. If a part of this document is proven to have no legal validity all other parts of the document will be considered as valid in law unless proven otherwise. We reserve the right and without notice to replace any part of this document proven not to be valid in law with a wording that complies with such law.

POLICY ENDORSEMENTS

The endorsements shown below apply only if the endorsement number is specified in your current schedule and are subject to the terms, conditions and limitations of this document of insurance. Under this endorsement number TR01 the endorsement wording specified in your schedule is operative.

TR03 Excluded Drivers Under a Specific Age

This insurance does not operate if your vehicle is being driven by or for the purpose of being driven by or for the purposes of being driven is in the charge, custody or control of any person under the age specified in the schedule.

TR04 Named Driver Damage Fire and Theft Excess

Whilst the insured vehicle is being driven by or for the purpose of being driven is in the charge, custody or control of the person(s) as specified in the schedule you will be liable to pay the first amount as specified in the schedule of each claim arising under section 2. This excess is in addition to any other excess that may apply.

TR06 No Claims Discount Inoperative

Section 8 of this policy is deleted and inoperative.

TR08 Damage Fire and Theft Excess

You will be liable to pay the amount specified in the schedule of each claim arising under Section 2. This excess is in addition to any other excess that may apply.

TR09 Fire and Theft Excess

You will be liable to pay the first amount as specified in the schedule of each claim arising under Section 2 in respect of loss or damage by fire, lightning, explosion, theft or attempted theft. This excess is in addition to any other excess that may apply.

TR10 All Claims Excess

You will be liable to pay the first amount as specified in the schedule of each claim arising under this insurance. This excess is in addition to any other excess that may apply.

TR11 Protected No Claim Bonus

Section 9 of this policy is operative.

TR12 Public Liability

Section 10 of this policy is operative.

TR13 Taxi Equipment and Entertainment Audio Equipment Excluded

Section 5 of this Policy is inoperative

TR14 Windscreen & Window Glass Cover Excluded

Section 4 of this Policy is excluded

TR15 Smartwitness Camera Deleted

Section 11 - Smartwitness Camera is deleted and deemed inoperative and the requirement in Section 3 to call the Smartwitness Camera Card Collection Helpline is not applicable.

TR19 Anti-Theft device

There is no cover for theft or attempted theft under Section 2 unless there is an insurance industry (Thatcham) approved anti-theft device (category 1 or 2) fitted to your vehicle and the device is fully operational at all times when your vehicle is left unattended.

ALL ENDORSEMENTS relate to specific requirements, terms or conditions. A descriptive summary of the applicable endorsements will be shown on the current schedule.

Applied policy endorsements are part of this Insurance. You are requested to read the schedule and note the endorsements shown. If you have any doubt as to the meanings of the endorsements or any other part of this document you should refer the matter to your insurance adviser who will explain the policy terms and conditions.

Data Protection Notice

Your policy and vehicle registration details will be added to the Motor Insurance Database (MID), run by the Motor Insurance Information Centre (MIIC). MID data may be used by the DVLA and DVLI 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 for preventing and detecting crime. If there is an accident (in the UK or abroad), the Database may be used by insurers, MIIC, Police and the Motor Insurers Bureau to identify relevant policy information. Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. Any person who is covered by this policy is equally obligated by this notice and you should therefore show this notice to them. You can find out more about this at www.miic.org.uk.

Complaints Procedure

Trident Underwriting Ltd aims to provide you with a high level of service. If you have an enquiry or complaint regarding your insurance, please address it in the first instance to your insurance adviser.

If you are not satisfied with the way your complaint has been dealt with then you should write to the Managing Director, Trident Underwriting Ltd, Trident Underwriting Ltd, 3 Mill Lane, Broxbourne, Herts EN10 7AZ. Please ensure that you quote your policy number which is shown on your certificate of insurance and also on the schedule.

The underwriter or insurance company shown in your certificate of insurance is a member of the Financial Ombudsman Service (FOS) who may be approached if you are still unhappy with the response to your complaint. Further details will be provided at the appropriate stage of the complaints process.

