

# Public & Private Hire

VEHICLE INSURANCE DOCUMENT



Specialist insurance for 50 years

This document should be read in conjunction with the schedule attached and, if incorrect, returned immediately to your broker/agent for amendment. Any other alterations required to the insurance should also be notified to your broker/agent.

If you are

- involved in an accident,
- your vehicle is stolen,
- or you wish to make a claim under this insurance, please refer to the claims procedure leaflet enclosed with this document or contact your broker/agent for assistance.

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You have taken out insurance with us (KGM Motor Insurance) and this document is a legally binding contract of insurance.

We have used the information provided to us on the proposal form (signed by you) or the statement of fact declaration in entering into this Insurance.

We have agreed to insure you subject to the terms, conditions and exclusions contained within this document and/or in any endorsements attached for the period for which you have paid our premium.

This insurance contract is written in English and is subject to English Law. All communications about it will be conducted in English.

This document has been issued by KGM Motor Insurance under the authority granted by the Underwriting Byelaw (No. 2 of 2003).



**C Hart – Director**  
**KGM Underwriting Agencies Ltd**

Authorised and regulated by the Financial Services Authority



## KGM Motor Insurance

The Underwriters who will only pay their share of a claim and who are part of Lloyd's Syndicate No. 260. If you want to know all their names and what percentage they will pay write to us quoting the document number shown on the schedule and the year you started the insurance.

## KGM Underwriting Agencies Limited

KGM Underwriting Agencies Limited is a registered managing agent at Lloyd's which is authorised and regulated by the Financial Services Authority.

## The Schedule

The document which shows details of you, your car and the insurance cover you have which is attached to this document.

## Your Vehicle

The motor vehicle shown on the current Road Traffic Act Certificate of Insurance.

## The Cover provided

Please note the table below which indicates the sections of this policy booklet which apply to you dependent on the level of insurance cover in force:-

Cover	Sections applicable
Comprehensive	All sections apply
Damage, Third Party, Fire and Theft	1,2,3,4,9,10,11
Third Party, Fire and Theft	1,3,9,10,11
Third Party Only	1,9,10,11
Fire and Theft Only	3
Damage, Fire and Theft	2,3

## Company Vehicles

Where the insurance is in the name of a company the following are excluded:-  
Section 8. Personal Accident

- **Accessories** – any spare part or equipment not fitted to your vehicle by the manufacturer at the time of manufacture.
- **Agreed Value** – where the value of your insured vehicle has been agreed to by us at inception of policy.
- **Certificate of Insurance** – provides legal evidence that the minimum insurance cover is in force, confirms who may drive the insured vehicle, how they may use it and the period of time over which this insurance applies.
- **Communications Equipment** – any device that could be used for communication purposes, e.g. a mobile phone.

- **Endorsements** – *to be read in conjunction with your insurance certificate, schedule and policy wording, which may replace or extend wording contained within these documents.*
- **Excess** – *the contribution made by you towards a claim under this insurance.*
- **Fire** – *damage to the insured vehicle caused by fire, self-ignition, explosion or lightning.*
- **Garage** – *a permanent structure, comprising of three brick-built sides, a roof and a securable door entrance.*
- **Green Card** – *extends the minimum cover which applies under this policy to certain countries that are **not** signatories to the Multilateral Agreement, which provides the equivalent minimum Road Traffic Acts cover in that country.*
- **Market Value**– *the cost of replacing your vehicle at the time of loss or damage with one of a similar make, model, age, mileage and condition.*
- **Minimum Cover** – *the minimum level of cover provided to satisfy the Road Traffic Acts, in terms of third party property damage and third party injury liability.*
- **Policy Schedule** – *the document which details the vehicle covered under your policy and the cover which applies.*
- **Pro Rata** – *where a calculation is made proportionately.*
- **Private/Public Hire Badge** – *the local licensing authority issue each driver with a personal identification number which they cannot operate without.*
- **Private/Public Hire Plate** – *the local licensing authority issue each driver with a personal identification number which they cannot operate without.*
- **Renewal Premium** – *the premium due by us upon expiry of the policy purchased (usually twelve months in duration).*
- **Road Traffic Acts** – *any acts, laws or regulations which govern the driving or use of any motor vehicle within the United Kingdom.*
- **Territorial Limits** – *England, Northern Ireland, Scotland, Wales, the Isle of Man and the Channel Islands.*
- **Theft** – *where the vehicle is taken without your permission.*
- **United Kingdom** – *England, Northern Ireland, Scotland, Wales, the Isle of Man and the Channel Islands.*

### What is covered

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- Legal liability for the death of or bodily injury to any person and damage to property as a result of the following:
  - You using or driving your vehicle.
  - Provided they are permitted to drive as shown on your Certificate of Insurance and they have your permission, anyone using or driving your vehicle.
  - Any passenger travelling in or getting in or out of your vehicle.
  - The towing of a trailer, caravan or broken down vehicle attached to your vehicle or accidentally detached during the course of a journey.

### We will also cover

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- Your employer whilst you are driving your vehicle for their business, if your Certificate of Insurance permits this use, provided the vehicle is not owned, hired, leased or rented by them.
- The legal personal representatives of any person who has died and was covered by this insurance.
- Legal costs of Third Parties.
- Any other legal costs and expenses incurred with the Underwriter's prior consent.

### What is not covered

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- Damage to property in excess of £20,000,000 in respect of any one claim or a number of claims arising out of one cause and associated costs in excess of £5,000,000.
- Death of or injury to the person driving your vehicle or in charge of for the purpose of driving.
- Loss or damage to any vehicle or property owned by you or by the person driving your vehicle.
- Loss or damage to any trailer, caravan or broken down vehicle being towed or attached to your vehicle or to any property carried in or on them.
- Liability for death of or injury to an employee occurring during the course of their work except for the minimum cover required under the current Road Traffic Acts.

### What is covered

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- Damage to your vehicle caused in an accident or malicious damage.

(See Special Conditions on page 12)

### What is not covered

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- Wear, tear or depreciation.
- Mechanical, electrical, electronic or computer failure breakdown or breakage.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Damage or loss arising from the vehicle being filled with the incorrect fuel.
- Compensation or expenses as a result of you not being able to use your vehicle or the cost of hiring alternative transport.
- Any reduction in the value of your vehicle following damage or repair.
- Damage to any portable audio device, telephone, television, video, DVD, traffic information system or CB radio equipment fitted or carried in the vehicle.
- The cost of repair, replacement or improvement of any parts of your vehicle not actually damaged.
- The cost of repair or replacement of any non standard parts fitted to your vehicle that have not been previously disclosed.
- Damage by frost unless the engine has been completely drained of all water or anti freeze has been added as recommended by the vehicle manufacturer.
- Damage to the vehicle due to the impounding or destruction by an authorised authority.
- Damage to your vehicle if it is taken or driven without your permission by any member of your family or partner, anyone living in your home, or anyone known to you.
- More than 10% of the vehicle's declared value up to a maximum of £400 in respect of any radio/cassette/CD or other audio equipment permanently fitted to your vehicle by the manufacturer.
- Damage to any taxi meter or two way communication radio that is permanently fitted to the vehicle in excess of £500.
- The cost of obtaining a new private/public hire plate if damaged, lost or stolen either separately or as well as the insured vehicle.
- Damage to your vehicle unless you take all reasonable precautions to safeguard it.
- Damage if your vehicle is not securely locked and the keys removed when it is left unoccupied.
- Damage to your vehicle if it is being used or driven outside the United Kingdom unless the use of the vehicle complies with Section 9 – Foreign Travel & Geographical Limits.
- Damage to any Satellite Navigation equipment permanently fitted by the vehicle manufacturer in excess of £500.

### What you pay

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- The amount shown as the excess on your policy schedule. If no amount is shown, you will have to pay the first £250.
- If your vehicle is damaged whilst it is being driven by or is in the charge of a young or inexperienced driver who is permitted to drive by your certificate of insurance the amount of the excess you have to pay will be increased by the following amounts:-
  - If the driver is under 21 years of age - £1000
  - If the driver is aged 21- 24 - £500
  - If the driver is 25 or over and either holds a provisional licence or has not held a full UK licence for 12 months - £250

### What is covered

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- Loss of or damage to your vehicle caused by:-
    - a. Fire.
    - b. Theft or any attempt at theft provided you notify the police at once.
- (See Special Conditions on page 12)

### What is not covered

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- Wear, tear or depreciation.
- Mechanical, electrical, electronic or computer failure breakdown or breakage.
- Loss of or Damage to your vehicle or any spare parts or accessories as a result of trickery or deception.
- Loss of the proceeds of the sale of your vehicle.
- Compensation or expenses as a result of you not being able to use your vehicle or the cost of hiring alternative transport.
- Any reduction in the value of your vehicle following damage or repair.
- Loss or damage to any portable audio device, telephone, television, video, DVD, traffic information system or CB radio equipment fitted or carried in the vehicle.
- The cost of repair, replacement or improvement of any parts of your vehicle not actually damaged.
- The cost of repair or replacement of any non standard parts fitted to your vehicle which have not been previously disclosed.
- Loss of the vehicle due to the impounding or destruction by an authorised authority.
- Loss or damage to your vehicle if it is taken or driven without your permission by any member of your family or partner, anyone living in your home, or anyone known to you.
- Loss of any Satellite Navigation equipment permanently fitted by the vehicle manufacturer in excess of £500.
- More than 10% of the vehicle's declared value, up to a maximum of £400 in respect of any radio/cassette/CD or other audio equipment permanently fitted to your vehicle by the manufacturer.

### What is not covered (continued)

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- Loss solely of the fascia of any audio equipment.
- Loss or damage caused by theft or attempted theft whilst your vehicle is unoccupied unless:
  - the doors and boot are locked
  - any windows or sunroof closed
  - the keys are removed from the ignition.
- Loss of accessories or spare parts from your vehicle unless it is in a garage at your home address or the vehicle itself is stolen.
- Loss or damage to your vehicle unless you take all reasonable precautions to safeguard it.
- Loss or damage to your vehicle if it is being used or driven outside the UK without our prior agreement.
- Damage to any taxi meter or two way communication radio that is permanently fitted to the vehicle in excess of £500.

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### What you pay

- The amount shown as the excess on your policy schedule. If no amount is shown you will have to pay the first £250.

## **Recovery**

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- If the vehicle cannot be driven because of damage covered by this insurance we will pay the reasonable cost of transporting it to the nearest competent repairer. We will not be responsible for any further damage caused by driving or attempting to drive the vehicle in a damaged or unroadworthy condition.

## **Repairs**

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- We will choose whether to repair or replace your vehicle or pay you an amount for the loss or damage
- Underwriters reserve the right to use Thatcham approved or similar matched parts where appropriate.
- In the event of the total loss or destruction of the vehicle where the value on your policy schedule is:-
  - Market Value – we will pay you the market value of the vehicle at the time of the incident. For a complete definition of Market Value, see page 6 'Definitions'.
  - Agreed Value – we will pay you the value shown on the schedule.
- We will not pay you more than the declared value of the vehicle.
- If we know you are still paying for your vehicle under a Hire Purchase or Leasing agreement and we choose to make a payment for the total loss or destruction of your vehicle we will make a payment to the finance company representing the amount outstanding.

## **Salvage**

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- In the event of a total loss of the vehicle all salvage will be retained by us to ensure correct disposal in accordance with the current regulations.

### What is covered

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- Damage to any Windscreen or Window Glass caused by accidental means or theft or attempted theft.
- Cover is unlimited provided that you use our approved supplier “Glassline”, who can be contacted on freephone 0800 716333.

### What is not covered

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- Damage to or replacement of any sunroof or glass roof panels.
- If you do not use our approved supplier “Glassline” (as outlined above), the Underwriters will only pay £100 over your policy’s Windscreen excess.

(A claim for the above amount or less and solely for repairing or replacing glass will not affect your No Claim Discount)

### What you pay

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- The first £60 if the glass is replaced by our approved supplier “Glassline”.
- The first £120 if you do not use our approved supplier “Glassline” (as outlined above).
- You will not have to pay the above amounts if the glass is repaired.

### What is covered

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- We will pay you (or at your request the owner) for loss or damage to personal effects whilst they are in or on your vehicle. The maximum amount payable for any one incident is £100.

### What is not covered

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- Money, stamps, tickets, documents or securities.
- Goods, tools or samples carried in connection with any trade or business.
- Personal belongings in an open top or convertible vehicle unless kept in a locked boot.
- Any property insured under any other policy.
- Any equipment that could be used for communication purposes.
- Damage caused by deterioration or wear and tear, independently of any incident involving the vehicle insured.

## **SECTION 6. Replacement Locks**



In the event of your vehicle's keys or lock transmitter being lost or stolen we will pay up to £150 towards the cost of replacing:

- The door locks and/or boot lock.
- The ignition/steering lock.
- The lock transmitter and central locking interface.

Provided that you can establish to our satisfaction that the identity of the garaging address of your vehicle is known to any person in receipt of such keys or transmitters. Your No Claim Bonus will not be disallowed solely as a result of a claim under this section.

## **SECTION 7. Medical Expenses**

We will pay up to £200 for each person in your vehicle for medical treatment needed as a result of injury caused in an accident involving your vehicle.

### What is covered

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- You, your husband's or your wife's accidental death or injury occurring whilst travelling in or getting in or out of your vehicle. We will pay £2000 if within 3 months of the date of the accident, the injury results in:-
  - death
  - loss of a hand or foot
  - loss of the sight in one eye
- The most we will pay to any person in any one period of insurance is £2000.

### What is not covered

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- Death or injury to any person under 17 or over 65 years of age.
- Death or injury caused by suicide or attempted suicide.
- Any claim for death or injury where the person who was killed or injured was driving under the influence of drink or drugs.
- Death or injury caused outside the UK.
- Payment for Death or injury where a claim for such is made under any other Section of this policy.

## SECTION 9. Foreign Travel & Geographical Limits

### What is covered

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- Loss, damage or liability as shown in the schedule whilst your vehicle is being used within the United Kingdom or being transported by sea or rail including loading and unloading within the territorial limits of the United Kingdom.
- The minimum cover required to comply with the law in any country where the United Kingdom have signed the Multilateral Agreement with those countries to provide the equivalent minimum Road Traffic Acts cover. At the time of publication, those countries where this is in place are: Austria, Andorra, Belgium, Bulgaria\*, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania\*, Slovakia, Slovenia, Spain, Sweden and Switzerland.

\*A Green Card may still be required for Bulgaria and Romania. Please contact your insurance intermediary/broker for further assistance.

### What is not covered

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- Any Loss or Damage to your vehicle whilst outside the United Kingdom, unless such use complies with that outlined below under the heading "Additional Cover".
- Any amount which we would have to pay may vary from country to country and therefore, should this exceed that which would be paid within the UK we would seek to recover this from you.

### Additional cover

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- Cover will automatically be extended to that shown in the schedule within the countries where minimum cover is available (as outlined above) for a period of travel not exceeding 30 days, subject to:
  - 14 days notice of your intention to travel abroad.
  - Your permanent home being in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
  - Your visits to countries outside of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature.
  - A 'Green Card' will not be issued as evidence of this additional cover applying abroad. The certificate and policy must accompany you on any journey abroad.
  - If a 'Green Card' is specifically requested then an administration fee will be charged.
  - The cover will also apply while your vehicle is being transported to these countries by road, rail or ferry as long as the journey lasts less than 65 hours.

## SECTION 10. Legal Defence



### What is covered

- Legal representation for you (or anyone driving your vehicle with your permission) at any inquest, inquiry or any Magistrates/Crown court hearing in the UK resulting from any accident likely to give rise to a claim under this policy.

### What is not covered

- Any costs incurred without prior notification and consent.
- Any representation for defending a charge of Causing Death by Dangerous Driving or Manslaughter if the person driving your vehicle is under 21 years of age or was driving under the influence of drink or drugs.

## SECTION 11. No Claim Discount



- If you have not made a claim during the period of insurance immediately before a renewal you will be rewarded with a discount on your renewal premium.
- Should you make a claim during the period of insurance immediately before a renewal and you earned a no claims discount previously, this will be reduced as outlined below:

No claim discount level prior to claim	No claim discount level following a claim
0	0
1	0
2	0
3	1
4+	2

- A claim made under Section 4, Windscreen, solely for repairing or replacing glass within the limits set under this section, will not affect your No Claim Discount.

### Use and Drivers

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- We will not pay for any loss, damage or liability caused in the following circumstances:-
  - While your vehicle is being used for a purpose not permitted on your Certificate of Insurance.
  - While your vehicle is being used in any race, rally, competition, trial or similar motoring event.
  - While your vehicle is being driven or used on any race, rally, test circuit or on any off road course or ground.
  - While your vehicle is being driven by you or is in the charge of any person, for the purpose of driving, who is not permitted to drive as shown on your Certificate of Insurance.
  - While your vehicle is being driven by you or is in the charge of any person, for the purpose of driving, who is disqualified from driving or does not hold a driving licence.
  - While your vehicle is being driven by you or is in the charge of any person, for the purpose of driving, who holds a provisional or restricted driving licence and is not complying with the terms of the licence.
  - While your vehicle is being driven by, or is in the charge, for the purpose of driving, of any person without your permission.
  - While your vehicle is being driven by you or is in charge of persons for hire and reward that either do not hold the relevant public or private hire licence or are operating outside of its terms.

(However we do cover use for overhaul, upkeep or repair by any member of the motor trade as long as they are permitted to drive as shown on the Certificate of Insurance.)

### Safety and Security

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- We will not pay for any loss, damage or liability if:-
  - your vehicle is in an unsafe, damaged or unroadworthy condition.
  - you do not have a valid MOT test certificate when the law says you must have one.
  - your vehicle is being driven with a load or a number of passengers which is unsafe.
  - your vehicle is carrying an insecure load.
- We will not pay for any loss or damage to your vehicle unless you take all reasonable precautions to safeguard it.
- We will not pay for any loss or damage if your vehicle is not securely locked and the keys removed when it is unoccupied.

### Other Contracts

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- We will not pay for any liability you have under an agreement or contract unless you would be liable if the agreement or contract did not exist.

### War, Earthquakes, Riots, Terrorism

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- We will not pay for any loss, damage or liability that is directly or indirectly caused by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, rebellion, revolution, insurrection or requisition, act of terrorism, riot or similar event, confiscation or nationalisation by any government or other authority.
- We will not pay for any loss, damage or liability directly or indirectly caused by earthquake.
- We will not pay for any loss, damage or liability directly or indirectly caused by terrorism. "Terrorism" is as defined in the Terrorism Act 2000 or the equivalent legislation in any other country.

### Nuclear/Radioactive Contamination

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- We will not pay for loss, damage or liability directly or indirectly caused by:-
  - ionising radiations or contamination by radioactivity from nuclear fuel or nuclear waste.
  - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment.

### Pollution

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- We will not pay for any loss, damage or liability caused directly or indirectly by pollution or contamination.

### Airport Use

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- We will not pay for any loss, damage or liability arising while your or any other vehicle covered by this insurance is in any place where aircraft take off, land or park including any associated service roads, refuelling areas, ground equipment areas or the Customs examination areas of international airports.

### Sonic Bangs

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- We will not pay for loss, damage or liability caused directly or indirectly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

### Criminal Acts

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- We will not pay for any loss damage or liability caused while your vehicle is being used by you or any insured person for any criminal activity.

## Other Insurance

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- If any other insurance covers you for the same loss, damage or liability we will only pay a share of the claim.

## Disclosure of Information

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- The policy has been issued to you on the understanding that all the answers given on the proposal form completed by you have not been misrepresented, either intentionally or unintentionally.
- Renewal of the insurance is invited on the same basis and if there has been any alteration in your circumstances you must tell us about any changes immediately.
- If the information provided to us is incorrect or not truthful we will not be liable to pay any claim and cover may be voided from inception/last renewal.

## Your Responsibility

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- You will only have the cover provided by this insurance if you and any other person insured has kept to all the terms and conditions in this document and any attached endorsements.
- It is a condition of the policy that you supply such details of the vehicle whose use is covered by the policy as are required by the relevant law applicable in Great Britain and Northern Ireland, for entry on the Motor Insurance Database.

## Cancellation

- We or our authorised agents may cancel this insurance by sending you 7 days notice by recorded delivery to your last known address. You must return the current Certificate of Insurance to us and upon receipt of this we will refund the unexpired portion of the annual premium to you. Not to return the current Certificate of Insurance when requested is an offence. We will not make a refund if a claim has been made.
- You or your authorised agents may cancel this insurance at any time by returning the Certificate of Insurance to us. If there has not been any claim in the current period of insurance a refund will be made based on the annual premium in accordance with the following scale:-

PERIOD IN FORCE - REFUND	
Up to	
1 Month	75%
2 Months	60%
3 Months	50%
4 Months	40%
5 Months	30%
6 Months	25%
7 Months	20%
8 Months	10%
over 8 Months	No refund

- While your vehicle is being driven by you or is in charge of any persons for the purpose of hire and reward who no longer hold a valid public/private hire badge you must inform us and your policy will be cancelled in accordance with our cancellation scale.
- **YOUR RIGHT OF CANCELLATION**  
Once you have entered into this insurance contract with us, you are entitled to 14 days to decide whether you wish to proceed and this commences from either: The day of conclusion of the contract or the day on which you receive the full terms of the insurance contract detailing the full contractual terms, conditions and information of the contract, whichever is the later. A pro rata charge will be made for this period of cover. The Certificate of Insurance must be returned.

### Claims

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- You must tell us without delay about any event that could lead to a claim.
- You must immediately send us unanswered any letter, claim, writ or summons you receive together with a completed accident report form. You must give us all the information and assistance we require to deal with the claim and you or the driver must not accept responsibility for any claim against you or make any offer or promise to pay a claim.
- We are entitled to take over, defend or settle any claim in the name of you or any person covered by this insurance and we are entitled to take legal action in your name or in the name of any person covered by this insurance to recover any payments we make.
- Should we refuse indemnity in respect of an accident due to any omission, misstatement or non disclosure, but have a liability under the Road Traffic Act, then we reserve the right to settle such claims or judgments, without prejudice to our position under the policy, and thereafter seek reimbursement of all payments made.
- We will not pay for any loss, damage or liability if you or any person makes a claim that is fraudulent or exaggerated or makes a false statement or provides false documents to support a claim.
- All claims in respect of Damage to any Windscreen or Window Glass should be notified to our approved glass replacement service.

### ■ FINANCIAL SERVICES COMPENSATION SCHEME

In the event that the KGM Motor Insurance is unable to meet its liabilities and pay a claim you may be entitled to compensation from the Financial Services Compensation Scheme.

Further information about the scheme is available on FSCS website [www.fscs.org.uk](http://www.fscs.org.uk).

If you wish to make a complaint about any aspect of your insurance please contact:

**The Risk & Compliance Director**  
**KGM Motor Insurance**  
**KGM House**  
**George Lane**  
**London**  
**E18 1RZ**

KGM Motor Insurance has internal complaint guidance for customers that are available upon request.

In the event that you remain dissatisfied you can refer the matter to the Complaints Department at Lloyd's. The contact details are:

**Complaints Department**  
**Lloyd's**  
**One Lime Street**  
**London**  
**EC3M 7HA**

**Tel: 020 7327 5693**  
**Fax: 020 7327 5225**  
**E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)**

Complaints that cannot be resolved by the Complaints Department may be referred to:

**The Financial Ombudsman Service**  
**South Quay Plaza**  
**183 Marsh Wall**  
**London**  
**E14 9SR**

**Tel: 0845 080 1800**

Further details will be provided at the appropriate stage of the complaint process.

The complaints procedure is without prejudice to your rights to take legal proceedings.

KGM Motor Insurance is a brand name of KGM Underwriting Agencies Limited which is authorised and regulated by the Financial Services Authority.



Public & Private Hire

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Authorised and regulated by the Financial Services Authority

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