



Guaranteed Taxi Hire Insurance Policy

Your policy explained

Version 1.4

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INTRODUCTION

This insurance contract is a legally binding document between You and Haven Insurance Company Limited (Haven Insurance). In return for Your premium, Haven Insurance agrees to provide the cover shown in the Schedule for the Period of Insurance stated in the Schedule on the terms set out in this contract.

This document and Your Schedule should be read as if they are one document, and they form the contract between You and Us for Your insurance.

The Insurer's acceptance of this risk and the premium calculated is based on the information presented to the Insurer being a fair presentation of the risk to be insured by the policyholder including any unusual or special circumstances which increase the risk and any particular concerns which the policyholder may have about their risk and the cover required.

THE LAW APPLICABLE TO THIS POLICY

Unless We agree otherwise in writing, the law which applies to this policy is the law of England and Wales.

Definitions

Whenever they appear in this policy wording the following words carry the same meaning whether or not they commence with a capital letter.

Applicable Law

Laws and any other instruments/subordinate legislation having the force of law. For the avoidance of doubt, Applicable Law shall include any applicable statute, ordinance, decree, regulation, or by-law or any rule, circular, directive or any licenses, consent, permit, authorization, concession or other approval issued by any authority which has appropriate jurisdiction.

Appointed Claims Handlers

The claims handling companies engaged by Us to manage Your claims.

Change in Law and/or Regulation

Where a change in law and/or regulation comes into effect prior to expiry of this policy.

Data Protection Legislation

Means the Data Protection Act 2018 and the United Kingdom General Data Protection Regulation, the Gibraltar General Data Protection Regulation and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and Gibraltar, and any successor legislation to the UK and Gibraltar GDPR or the Data Protection Act 2018.

Hire Period

The maximum period that We will pay for the Replacement Hire Vehicle or transportation costs as shown in the Schedule.

Insured Event

Loss of or damage to the Insured Vehicle caused by accidental or malicious damage, fire, lightning, explosion, theft or attempted theft which has been reported to Your Motor Insurer who have accepted and are dealing with the claim under Your Motor Insurance Policy.

Insured Vehicle

The motor vehicle identified as the Insured Vehicle in Your Motor Insurance Policy Schedule.

Limit of Indemnity

The maximum amount We will pay in any one claim.

Motor Insurer

The Insurance Company that underwrites Your Motor Insurance Policy.

Motor Insurance Claim

A claim made by You against Your existing Motor Insurance Policy.

Motor Insurance Policy

The motor insurance policy issued by Your Broker.

Period of Insurance

The period of time covered by this insurance as shown in the Schedule.

Replacement Hire Vehicle

The vehicle as designated on Your policy Schedule which is provided by the Replacement Hire Vehicle Company and can be used for Hire and Reward.

Replacement Hire Vehicle Company

The company that We instruct to provide You with the Replacement Hire Vehicle.

Schedule

The document which shows details of Your cover.

Territorial Limits

Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey and the Island of Alderney.

Terrorism

Any act deemed by the United Kingdom government to be an act of terrorism following the interpretation set out in part 1 of the Terrorism Act 2000.

Third Party

The other person(s) and/or party(s) involved in the Insured Event giving rise to a claim under this policy.

Time of Occurrence

When the Insured Event occurred or commenced, whichever is the earlier.

We or Us or Our

Haven Insurance Company Limited.

You or Your

The policyholder or policyholders named in the Schedule.

Your Broker

The intermediary through whom You take out this insurance.

What is covered?

We will provide You with a Replacement Hire Vehicle following an Insured Event within the Territorial Limits where the Time of Occurrence is within the Period of Insurance, subject to the terms, conditions and exclusions of this policy.

- 1** The Hire Period for the Replacement Hire Vehicle will end in one of the following circumstances, whichever is sooner:
 - a** You are in possession of the Insured Vehicle following the repairs completed by Your Motor Insurer; or
 - b** Three working days after You receive payment from Your Motor Insurer in settlement of an Insured Event relating to the Insured Vehicle; or
 - c** You are offered or entitled to the use of a courtesy vehicle from any other source; or
 - d** Your Motor Insurer refuses the claim for loss of or damage relating to the Insured Vehicle; or
 - e** Expiry of the Hire Period as shown in Your Schedule.
- 2** A maximum of 2 claims are covered under this insurance policy in any one Period of Insurance.
- 3** If due to circumstances beyond Our control, including but not limited to:
 - a** Where You do not meet the eligibility criteria of the Replacement Hire Vehicle Company; or
 - b** A Replacement Hire Vehicle plated for the relevant licencing authority not being available; or
 - c** We cannot arrange a Replacement Hire Vehicle for You;

We may, at Our discretion, reimburse transportation costs up to the Limit of Indemnity as specified in Your Schedule, for the duration of the Hire Period.

What is not covered?

- 1 Any charges imposed by the Replacement Hire Vehicle Company for additional drivers.
- 2 Any charges incurred before Our approval, or any charges which exceed Our approval.
- 3 Any claim made which is not for an Insured Event involving the Insured Vehicle, regardless of whether it has been accepted by, and is being dealt with by, the Motor Insurer.
- 4 Use of or provision of the Replacement Hire Vehicle outside the Territorial Limits.
- 5 Any excess that applies following a claim involving the Replacement Hire Vehicle.
- 6 Any fuel, fares, penalties and fines relating to the Replacement Hire Vehicle whilst it is in Your possession, including any administration fee or deposit which may be imposed by the Replacement Hire Vehicle Company.
- 7 Any claim when at the time of the Insured Event the Insured Vehicle:
 - a Was unroadworthy; or
 - b Did not have a valid Vehicle Test Certificate as required by law; or
 - c Was not insured for the event that caused the loss of use.
- 8 Any claim where Your Motor Insurer subsequently refuses to indemnify You for the loss.
- 9 Any provision of a Replacement Hire Vehicle where a courtesy car or hire vehicle is available under any other insurance, contract or offered by another party.
- 10 Any Replacement Hire Vehicle charges incurred after the Hire Period has expired.
- 11 The provision of a Replacement Hire Vehicle for an Insured Event when the Insured Event did not occur during the Period of Insurance.
- 12 Any claim if You did not hold (or have been disqualified from holding or obtaining) a driving licence at the Time of Occurrence.
- 13 Any claim if You did not hold (or have been disqualified from holding or obtaining) a driving licence between the Time of Occurrence and the Hire Period.
- 14 Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- 15 Any direct or indirect consequence of Terrorism.
- 16 Any direct or indirect consequence of irradiation, or contamination by nuclear, hazardous, toxic or contaminating material.
- 17 Any claim where the total value of the Insured Event falls within Your Motor Insurance Policy excess.
- 18 Any Replacement Hire Vehicle charges, and Your policy may be cancelled, if:
 - a You use the Insured Vehicle on the Nürburgring Nordschleife or any racetrack, circuit, or prepared course,
 - b You use the Insured Vehicle for any formal or informal race, whether prearranged or not,
 - c You use the Insured Vehicle to partake in any test, competition, or organised motoring event,
 - d You exceed the seating capacity of the Insured Vehicle.
 - e The Insured Vehicle is used for trade delivery.

Claims notification and co-operation

- 1** Following any event that may lead to any claim on Your policy You must tell Us as soon as You can, by **telephone on 0345 092 0700 OR text "CLAIM" to 83118**. Our Appointed Claims Handler will validate Your claim and confirm Your entitlement to a Replacement Hire Vehicle.
- 2** Once Your claim is accepted We will appoint the Replacement Hire Vehicle Company to contact You directly with a view to getting You mobile again as soon as reasonably possible.
- 3** Once Your claim is accepted, You will receive a copy of the Replacement Hire Vehicle Company's terms and conditions, which it is Your responsibility to review, agree and comply with. You may be asked to provide details of a valid debit or credit card as security against the Replacement Hire Vehicle by the Replacement Hire Vehicle Company.
- 4** If You wish to take advantage of any additional options the Replacement Hire Vehicle Company may offer, the cost of these options and any administration fees will be Your responsibility.
- 5** When the Replacement Hire Vehicle is delivered to You, You will need to produce a full current driving licence and personal identification.
- 6** It is Your responsibility to ensure that the Replacement Hire Vehicle is covered by comprehensive cover for the Hire Period by a valid Motor Insurance Policy that meets the minimum level of criteria as set by the Replacement Hire Vehicle company and is issued by an insurer authorised and regulated by the Financial Conduct Authority and is adequate for Your use and needs.

General Conditions

These General Conditions apply to all sections of this insurance.

If You do not comply with the General Conditions, We may:-

- 1 Cancel Your policy,
- 2 Refuse to deal with Your claim,
- 3 Reduce the amount of any settlement under the policy,
- 4 Vary the premium and terms of Your contract,
- 5 Seek to recover any settlement made to You that was not due under the terms and conditions of this policy,
- 6 Void Your policy from inception; or
- 7 Charge You an additional premium, or deduct any additional premium due from any settlement under the policy.

Your duties

We will only provide insurance if:

- 1 You have complied with all the conditions in this contract and in the Schedule.
- 2 The Insured Vehicle has been involved in an Insured Event which Your Motor Insurer has agreed to indemnify.
- 3 You do not enter into any agreement or instruct any other company offering a Hire Vehicle which could lead to charges being incurred by Us, unless You have Our prior approval.
- 4 The Insured Event that gives rise to a claim on this policy has been reported to Your Motor Insurer and You must be actively pursuing repairs and/or settlement.
- 5 Following an Insured Event, if the Insured Vehicle is a repairable proposition We appoint and instruct the repairer.
- 6 You comply fully with the terms and conditions of the Replacement Hire Vehicle Company.
- 7 You hold a valid, current Driving Licence at the Time of Occurrence.
- 8 You co-operate with Us at all times and provide to Us and the Appointed Claims Handler evidence, documents and information of all material developments on the Insured Event within a reasonable time.
- 9 You notify Us immediately of any offer or payment made by Your Motor Insurer, in relation to settlement of Your Motor Insurance Claim.

It is a condition of this insurance that:

- 10 You should comply fully with the terms and conditions of the Replacement Hire Vehicle Company.
- 11 It is Your responsibility to immediately report any problems with the Replacement Hire Vehicle to the Replacement Hire Vehicle Company.
- 12 Any damage caused to the Replacement Hire Vehicle and any associated costs will be Your responsibility.

Driver and Vehicle Licensing plates

You must at all times hold both a valid driving licence and the relevant operating licence issued under the Local Government (Miscellaneous Provisions) Act 1976.

Contracts (Rights of Third Parties) Act 1999

No person, persons, company or other party not named as insured in the Schedule has any right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent or amended legislation to enforce any terms of this policy. This does not affect any right or remedy of a third party that exists or is available apart from that Act.

Other Insurance

Where a claim under this insurance is also covered by another insurance policy, We will only settle Our share of the claim.

Our Right of Recovery

We can take proceedings in Your name but at Our expense to recover for Our benefit the amount of any payment under this policy.

You should take all reasonable steps to recover costs, charges or fees. If another person is ordered, or agrees, to pay You all or any costs, charges or fees, You will do everything possible (subject to Our directions) to recover the money and hold it on Our behalf. If payment is made by instalments these will be paid to Us until We have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

Fraud

If You or anyone acting on Your behalf makes a fraudulent, false or exaggerated claim under this policy, We will be entitled to refuse to settle the whole of the claim and make any recoveries that We have already settled.

We may also notify You that We will be treating this policy as having been terminated with effect from the date of the fraudulent act. If We terminate this policy under this condition You will have no cover under this policy from the date of the fraudulent act and may not be entitled to any refund of premium. We may also recover any costs incurred in regard to any other claim on Your policy. This clause also applies to false statements made when taking out the policy or bringing a claim and if You provide false documents in support of a claim.

No Claims Discount

Any claim arising from loss or damage to the Replacement Hire Vehicle may affect Your No Claims Discount on Your Motor Insurance Policy.

Change in Law and/or Regulation

Cover is subject to Change in Law and/or Regulation coming into effect prior to the expiry of Your policy. Change in Law and/or Regulation includes any applicable judgement of a relevant court of law which changes the interpretation of the Applicable Law which affects Our performance under the Period of Insurance. If We suffer (or will suffer) delays and/or incur additional costs as a result of a Change in Law and/or Regulation, then We will be entitled to an adjustment to the terms of this insurance policy.

Cancelling Your policy

- 1** This section applies to policies cancelled by You or by Us.
 - a** If at the time of cancellation You have made a claim or reported an Insured Event which may give rise to a claim under this insurance policy, We will retain the whole premium whilst the claim is in the process of being settled. The claim will be settled for the purpose of this section when a final settlement is made or when We receive notification that a claim by You will not be pursued further.
 - b** If there has been no claim made on this policy at the time of cancellation, We will refund a part of the premium according to the number of days remaining before the end of the Period of Insurance from the date of cancellation.
 - c** If there has been a claim made on this policy at the time of cancellation and We have incurred costs as a result, then no refund of premium will be given and the full annual premium will be payable.
 - d** Any refund due will be sent to Your Broker.
 - e** Your Broker may charge You a cancellation fee.
 - f** This policy will automatically cancel if the Motor Insurance Policy is cancelled.

If You decide to cancel

- 2** You may cancel this insurance at any time by contacting Your Broker, requesting Your policy to be cancelled. You will not be entitled to a Replacement Hire Vehicle from the date of cancellation.

If We decide to cancel

- 3** We or Your Broker may cancel the insurance by sending 7 days notice of cancellation to the email address held on file by Us or Your Broker, or Your last known postal address. You will not be insured from the 8th day after the notice is issued to You. The notice will provide an explanation as to why Your policy is being cancelled.

Important information

WHO ARE WE?

Haven Insurance Company Limited is registered in Gibraltar number 85914. Our registered office is located at **No.1 Grand Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA**. We are authorised and regulated by the Gibraltar Financial Services Commission under the Insurance Companies Act 1987. In addition to this, We are also regulated by the Financial Conduct Authority (FCA) by means of cross border services. Haven Insurance is a member of the UK's Motor Insurers' Bureau (MIB) and Association of British Insurers (ABI).

FINANCIAL SERVICES COMPENSATION SCHEME

If We are unable to meet Our liabilities You may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on **0207 741 4100**.

SHARING YOUR PERSONAL DATA – DATA PROTECTION

Please view Our full Privacy Statement at www.haven.gi/privacystatement which will provide further information on how We use Your personal data. We will only use Your personal data in accordance with Data Protection Legislation.

HOW WE WILL USE YOUR PERSONAL DATA

To manage Your insurance with Us

This may include sharing Your personal data with:

- 1** Your Brokers to process and administer Your insurance. As part of Your Brokers processing they may carry out checks with credit reference and fraud prevention agencies in order to verify Your identity, assess Your application for a quotation or credit and offer You the best terms. The checks may be against both public data (such as information from the electoral roll) and private data (such as Your credit history). A record of the search will appear on Your credit report. As part of the quote process, Your Broker may exchange information with various industry databases in order to verify the information that You have provided such as the Claims and Underwriting Exchange (CUE), the Hunter Database, the Motor Insurance Anti-Fraud and Theft Register or the No Claims Discount Database. Your Brokers may also carry out checks against data they already hold on You such as data from existing products or account data. They may use this data to help them assess and rate Your application for a quote and determine Your premiums.
- 2** Subcontractors and service providers to process Your personal data and provide services on Our behalf. Our Appointed Claims Handlers to manage claims under Your insurance.
- 3** Industry Regulators to monitor and enforce Our compliance with any applicable regulations.
- 4** Other Insurers, if You move to a new insurer We may confirm certain details about Your insurance to them. We will only confirm details to genuine organisations. Any requests for policy information by an individual other than the insured will require permission from the insured to do this.
- 5** Third parties involved in a claim, including their insurer, solicitor, or representative.
- 6** The Compensation Recovery Unit, Department for Work and Pensions, and National Health Service in relation to a claim.
- 7** The Financial Ombudsman Service, if You make a complaint about the service We have provided.
- 8** The Motor Insurance Anti-Fraud and Theft Register and to the Claims and Underwriting Exchange Register, which are both administered by Motor Insurers' Bureau (MIB).
- 9** The DVLA, Your Driving Licence Number may be provided to the DVLA in order for a search to be carried out to confirm Your licence

status, entitlement and relevant restriction information and endorsement/conviction data. Searches may be carried out as part of Your quote and at any point throughout the duration of Your insurance policy. A search with the DVLA will not show on Your driving licence record. For details relating to information held about You by the DVLA, please visit www.dvla.gov.uk. Undertaking searches using Your driving licence number helps insurers check information to prevent fraud and reduce incidences of negligent misrepresentation and non-disclosure.

10 The Motor Insurance Database (MID); information relating to Your insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory and / or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- a** Electronic Licensing;
- b** Continuous Insurance Enforcement;
- c** Law enforcement (prevention, detection, apprehension, and/or prosecution of offenders);
- d** The provision of government services and other services aimed at reducing the level and incidence of uninsured drivers.

If You are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information. Persons (including their appointed representatives) 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. It is vital that the MID holds Your correct registration number. If it is incorrectly shown on the MID You are at risk of having Your vehicle seized by the Police. You can check that Your correct registration number details are shown on the MID at www.askmid.com.

Administration

To manage and administer Our relationship with You, including Your registrations, transactions and communications with Us, to perform all orders and contracts with You, to provide the products and information You request, and to respond to Your comments, questions and support requests, and to monitor compliance with and enforce the terms of Our relationship and any contracts with You.

Telephone Calls

We may monitor and record telephone calls for the purpose of security and training.

Market Research/Data Analysis

To help improve Our services We, Your Brokers and recipients of Your Personal Data may also use Your Personal Data for the purposes of marketing research and data analysis. This helps to develop and improve the products and services that are offered.

Complaints

To investigate and respond to complaints made in relation to insurance policies We underwrite.

To prevent and detect fraud

Before We provide services, goods or financing to You, We undertake checks for the purposes of preventing fraud and money laundering, and to verify Your identity. These checks require Us to process personal data about You.

The personal data You have provided, We have collected from You, or We have received from third parties will be Used to prevent fraud and money laundering, and to verify Your identity.

Details of the personal information that will be processed include, for example: name, address, date of birth, contact details, financial information, employment details, device identifiers including IP address and vehicle details.

We and fraud prevention agencies may also enable law enforcement agencies to access and Use Your personal data to detect, investigate and prevent crime.

We process Your personal data on the basis that We have a legitimate interest in preventing fraud and money laundering, and to verify identity, in order to protect Our business and to comply with laws that apply to Us. Such processing is also a contractual requirement of the services or financing You have requested.

Fraud prevention agencies can hold Your personal data for different periods of time, and if You are considered to pose a fraud or money laundering risk, Your data can be held for up to six years.

If We, or a fraud prevention agency, determine that You pose a fraud or money laundering risk, We may refuse to provide the services or financing You have requested, or to employ You, or We may stop providing existing services to You.

A record of any fraud or money laundering risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services, financing or employment to You.

If You have any questions about this, please contact Us on the details below.

Whenever fraud prevention agencies transfer Your personal data outside of the European Economic Area, they impose contractual obligations on the recipients of that data to protect Your personal data to the standard required in the European Economic Area. They may also require the recipient to subscribe to 'international frameworks' intended to enable secure data sharing.

Your Rights

Your personal data is protected by legal rights, which include Your rights to object to Our processing of Your personal data; request that Your personal data is erased or corrected; request access to Your personal data.

For more information or to exercise Your data protection rights, please contact Us Using the contact details below.

If You would like to read the full details of how Your data may be used please view Our privacy statement here: www.haven.gi/privacystatement, email dataprotection@haven.gi, or write to Us at **Haven Insurance Company Limited, No. 1 Grand Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA**.

You also have the right to complain to the Information Commissioner's Office (UK) or the Gibraltar Regulatory Authority (Gibraltar) which regulate the processing of personal data:

Information Commissioner's Office

Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

www.ico.org.uk

Gibraltar Regulatory Authority

2nd Floor Eurotowers 4
1 Europort Road
Gibraltar

www.gra.gi

COMPLAINTS

We're committed to providing You with a first class service but We recognise that there may be an occasion when You feel We may not have done this and You wish to make a complaint. We will always try to resolve any complaint speedily and at the earliest possible stage.

If You are not satisfied with the service provided by Your Broker, please contact them. If You are not satisfied with Our service please contact Us straight away by emailing complaints@haven.gi.

If You want to make a complaint in writing please contact our Customer Relations Team at:

Customer Relations
Haven Insurance Company Limited
No.1 Grand Ocean Plaza
Ocean Village
Gibraltar
GX11 1AA

We will try to resolve Your complaint on receipt but if this is not possible then We will send You a written acknowledgement after We receive Your complaint. This will tell You the name of the person handling Your complaint and enclose Our complaints procedure leaflet.

We will write to You to confirm Our resolution of Your complaint If We have not resolved Your complaint within eight weeks, or if Your complaint is still not resolved to Your satisfaction, You have the right to refer Your complaint to the Financial Ombudsman Service. You must refer Your complaint to the Financial Ombudsman Service within six months of the date of Our final response letter to You. The contact details for the Financial Ombudsman Service are:

Financial Ombudsman Service Exchange Tower
London
E14 9SR

Telephone: 0800 0234567

Email: complaint.info@financial-ombudsman.org.uk

www.financial-ombudsman.org.uk

The Financial Ombudsman Service will handle most complaints You might have, but there are some instances that fall outside its authority. The Ombudsman's decision is binding upon Us, but You are free to reject it without affecting Your legal rights.

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www.haven.gi

Haven Insurance Company Ltd.
Registered office:
No.1 Grand Ocean Plaza,
Ocean Village, Gibraltar, GX11 1AA
Registered number: 85914

HAVEN
INSURANCE