



POLICY BOOKLET

Private Hire and Public Hire
Insurance Policy

**Underwritten by
Catlin Insurance Company (UK) Ltd**

Policy

Private Hire and Public Hire Insurance

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You should keep this document in a safe place and make a note of **your** policy number and the Orbit claims line number so these are available should an emergency arise.

If **you** have any queries about the cover or would like to extend it please speak to **your** usual insurance adviser.

Customers with Disabilities This policy and other associated documentation are also available in large type, audio and braille. If **you** require any of these formats, in the first instance, please contact us at Orbit Insurance Agencies, 8 The Courtyard, 707 Warwick Road, Solihull, West Midlands B91 3DA.

1. Introduction

- **The Contract of Insurance**

This policy is a contract between **you, the policyholder**, and **us**, Catlin Insurance Company (UK) Ltd. This **policy**, the application form, any **Endorsements** added to the **policy**, the **policy schedule** and **your certificate of motor insurance** should be read together and form the contract of insurance. In return for payment of the premium by **you**, **we** will provide insurance in accordance with the policy cover shown in the **policy schedule** in respect of accident, injury, loss or damage occurring within the **territorial limits** (or in the course of transit between any ports therein including the processes of loading and unloading) during the **period of insurance**.

- **Changes we need to know about**

Please tell us or **your** insurance adviser immediately **you** become aware of any changes to **your** circumstances which may affect the insurance or any other material facts e.g., a change to the persons to be insured, motoring convictions of any of the persons to be insured, a change of vehicle or a change of use to the vehicle.

- **Administration Charge**

Orbit Insurance Agencies reserves the right to apply an administration charge of up to GBP50 (subject to Insurance Premium Tax) where applicable for any change **you** make to **your** policy.

- **You have a Choice of Law**

The appropriate law as set out below will apply unless **you** and the insurer agree otherwise:

1. The law applying in that part of the UK, Channel Islands or Isle of Man in which **you** normally live or (if applicable) the first named policyholder normally lives; or
2. In the case of a business, the law applying in that part of the UK, Channel Islands or Isle of Man where it has its principal place of business; or
3. Should neither of the above be applicable, the law of England and Wales will apply.

2. Orbit Claims

In the event of an accident

CALL US ON

0845 021 2012

Telephone Call Recording

For our joint protection telephone calls may be monitored and/or recorded.

The Orbit claims service is available 24 hours a day, 365 days a year.

For broken glass call us on 0845 021 2012 for immediate assistance.

- **Making a claim**

By speaking to the Orbit Claims Service our highly skilled claims negotiators will help to get **your** business back to normal as quickly as possible and with minimum fuss.

Firstly we'll take full details of the incident and assess liability. Based on the information gathered we will determine the best course of action required to process **your** claim in the most efficient way.

- **Damaged or broken glass**

If **your** windscreen or window glass is broken, phone Orbit Claims on **0845 021 2012**. We will refer **you** to a glass repairer authorised by Catlin Insurance Company (UK) Ltd who in turn will make arrangements to call and assess the damage and either repair or replace the broken glass on the spot.

You will only need to pay the glass excess, as shown on **your policy schedule**, if the glass is replaced.

The services used for glass repair or replacement must be those approved by Catlin Insurance Company (UK) Ltd, otherwise **you** may not be covered for the full cost.

- **What to do in the event of an accident**

1. Exchange details with the other parties involved, including names, addresses, registration numbers, insurance company names and, if possible, policy numbers.
2. Obtain details of any witnesses and police officers if any are in attendance. If possible, obtain details of any passengers travelling in either car.

3. If **you** have a camera in the car and it is safe to do so, it may assist in the event of a disputed claim if photographs are taken of the relative positions of each vehicle on the road before they are moved.
4. If it is safe to do so, take photographs of the damage to each vehicle too.
5. Do not admit liability or discuss blame with anyone at the scene.
6. If there are people injured in the accident and the police have not attended the scene, **you** must report the incident to them within 24 hours.
7. If **you** have been involved in an accident and have not exchanged details with the other party, **you** must report to the police within 24 hours.
8. Talk to Orbit Claims. We'll take details of the incident, notify Catlin Insurance Company (UK) Ltd. on **your** behalf and make arrangements for repairs if required. In the event of a non-fault incident we can make arrangements for a replacement vehicle and instruct solicitors under **your** separate legal expenses policy for any personal injuries sustained.

3. Definition of Terms

To save lengthy repetition, wherever the following words or phrases occur, they will have the precise meaning described below unless otherwise stated.

- **Approved Repairer**

A facility approved by **us** for the repair damage assessment and/or storage of **your vehicle**.

- **Accessories**

Additional or supplementary parts of **your vehicle** not directly related to its function as a vehicle. These include radios and other in-car entertainment or communication equipment, where any of these form an integral part of **your vehicle**.

- **Certificate of motor insurance**

A document that **you** must have as proof that **you** have the motor insurance necessary to comply with the law. It shows who can drive **your vehicle** and what purpose it can be used for. The **certificate of motor insurance** does not, however, indicate the full policy cover and for this **you** need to refer to the main text of the policy booklet.

- **Endorsement(s)**

Additional or alternative wordings which, when endorsed on **your** policy, change its terms. Those **Endorsements** applicable are identified in **your policy schedule**.

- **Excess**

The amount of any claim **you** will have to pay if **your vehicle is lost, stolen or damaged**.

- **Fire**

Fire, self-ignition, lightning and explosion.

- **Green Card**

A document required by certain non-EU countries to provide proof that **you** have the minimum insurance cover required by law to drive in that country.

- **Insurer/we/us**

Catlin Insurance Company (UK) Ltd.

- **Market value**

The cost of replacing **your vehicle** with one of a similar type and condition at the time of loss.

- **Policy schedule**

Details of **you, your vehicle** and the insurance protection provided to **you**.

- **Period of insurance**

The period of time covered by the policy as shown in the **policy schedule** and any further period for which we agree to insure **you**.

- **Proposal Form**

Details of **you, your vehicle** and the insurance protection provided to **you**.

○ **Statement of Fact**

Details of **you, your vehicle** and the insurance protection provided to **you**.

○ **Road Traffic Acts**

Any Acts Laws or Regulations which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

○ **Territorial limits**

Great Britain, Northern Ireland, the Isle of Man, the island of Guernsey, the island of Jersey and the island of Alderney and sea transit between any ports therein including the processes of loading and unloading.

○ **Theft**

Theft or attempted theft.

○ **Terrorism**

1. Any act or acts including but not limited to

a) the use of threat or force and/or violence

and/or

b) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/ or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes

2. Any action taken in controlling, preventing suppressing or in any way relating to 1. Above

○ **The insured/you/policyholder**

The person or persons described as **the insured** in the **policy schedule**.

○ **Your vehicle**

Any vehicle described in the **policy schedule** and any other vehicle for which details have been supplied to **us** and a **certificate of motor insurance** bearing the registration mark of that vehicle has been delivered to **you** and remains effective.

4. Policy Cover Index

Cover

- **Comprehensive**
- **Third party, fire and theft**

- **Third party only**

Operative Sections

All sections of the policy are operative.

Section I is inoperative except for loss or damage caused directly by fire or by theft. Section VI is inoperative.

Sections I and VI are inoperative.

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5. Cover for Your Vehicle

Cover

- **Section I**

- **Accident Recovery**

If **your vehicle** is disabled through loss or damage insured under this policy **we** will pay the reasonable cost of;

1. its protection and removal to the nearest approved repairers.
2. its delivery to **you** but not exceeding the reasonable cost of transporting it to **your** address in the **territorial limits**

- **Excesses**

If **your vehicle** (including its accessories and spare parts) is lost, stolen or damaged, **you** will have to pay the first part of any claim. The amount is indicated on the **policy schedule**.

If **you** are only claiming for loss of or damage to the glass in **your vehicle's** windscreen, sunroof or windows, or for any scratching of the bodywork arising solely from the breakage of glass, the **excesses** above will not apply.

You will, however, have to pay the first part of the cost of glass replacement (glass excess). The amount **you** will have to pay for glass is shown on **your policy schedule**, this **excess** will not apply when the glass is repaired rather than replaced

- **Loss of or damage to your vehicle**

If **your vehicle** is lost, stolen or damaged **we** will, at our option, either;

1. pay for **your vehicle** to be repaired; or
2. replace **your vehicle**; or
3. pay in cash the amount of the loss or damage.

The same cover also applies to **accessories** and spare parts relating to **your vehicle** whilst these are in or on **your vehicle**.

The maximum amount **we** will pay will be the **market value** of **your vehicle** immediately prior to the loss or damage but not exceeding **your** estimate of value shown in our records.

If, to our knowledge, **your vehicle** is subject to a hire purchase or leasing agreement, any payment will be made to the owner described in that agreement, whose receipt will be a full and final discharge to **us**.

Exceptions to Section I of your policy

Your policy does not cover the following:

1. loss of use, depreciation, wear and tear, mechanical, electrical, electronic, computer, breakdowns or failures or breakages
2. damage to tyres caused by braking or by punctures, cuts or bursts
3. loss or damage directly arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed
4. loss of value following repair
5. loss or damage arising from **theft** whilst the ignition keys of **your vehicle** have been left in or on the vehicle
6. loss or damage arising during or in consequence of riot or civil commotion occurring:
 - a. in Northern Ireland
 - b. outside the **territorial limits**
7. loss or damage arising from confiscation or destruction by or under order of any Government or Public or Local Authority.
8. loss or damage arising from **theft**, malicious damage or vandalism where any door or window was left open or unlocked
9. damage to the **vehicles** cooling system caused by freezing liquid

6. Liability to Third Parties

- Section II

- Your liability to third parties

We will insure **you** in respect of all sums which **you** may be required to pay by law and all other costs and expenses incurred with our written consent, arising from

1. death of or bodily injury to third parties
2. damage to third party property up to a maximum of
 - i. GBP5,000,000 (excluding claimant's costs and expenses and any other costs and expenses)
 - ii. GBP5,000,000 for claimant's costs and expenses and any other costs and expenses in relation to damage to third party property

in respect of any one claim or number of claims arising out of any one cause.

This section only operates where such death, bodily injury or damage arises out of an accident caused by or in connection with;

1. **your vehicle** including its loading and unloading
or
2. any trailer while it is being towed by **your vehicle**.

In respect of **terrorism**, where **we** are obliged by the Road Traffic Acts to provide insurance, the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by **your vehicle** or vehicles driven or used by **you** or any other person and for which cover is provided under this section will be;

- 1 GBP5,000,000 in respect of all claims resulting directly or indirectly from an originating cause;
or
- 2 such greater sum as may be required to meet the minimum insurance requirements of the Road Traffic Act

Notwithstanding General Exception 2 **we** will insure **you** for all sums which **you** may be required to pay by law under an agreement with any person (hereinafter called the Principal) for the execution of work or services or in conjunction with access to any premises or road in the ownership of the Principal, provided that **you** shall have arranged with the Principal for the conduct and control of all claims for which **we** may be liable by virtue of this clause to be passed to us.

- Liability of other persons driving or using your vehicle

On the same basis that **we insure you** under this section we will also insure the following persons;

1. any person **you** give permission to drive **your vehicle**, provided that **your effective certificate of motor insurance** allows that person to drive

2. any person **you** give permission to use (but not drive) **your vehicle** for social, domestic and pleasure purposes, provided that use for social, domestic and pleasure purposes is included in the effective **certificate of motor insurance**
3. any passenger travelling in, or getting into or out of **your vehicle**. This cover will be provided if **you** request it

○ **Indemnity to legal personal representatives**

In the event of the death of anyone who is insured under this section, **we** will protect his/her legal personal representatives for any liability of the deceased person if that liability is insured under this section.

○ **Legal costs**

If **you**, or anyone else, are involved in an accident which is covered under this section, **we** will pay the fees and disbursements of any legal representative **we** agree to, and defend anyone **we** insure under this section:

1. at a coroner's inquest;
2. at a fatal accident inquiry;
3. in any proceedings brought under the Road Traffic Acts or equivalent European

○ **Union legislation**

We will not pay representation for:

- 1 a plea of mitigation (unless the offence **you** are charged with carries a custodial sentence);
or
- 2 appeals

○ **Application of limits of indemnity**

In the event of any accident involving payments by **us** to more than one person insured under this section, any limitation by the terms of this policy or any **endorsement** added on it relating to the maximum amount payable shall apply to the aggregate amount of payments to all such persons and **your** liability shall be settled in priority.

Exceptions to Section II of your policy

The cover under this section will not apply;

- 1 if any person under this section fails to observe the terms, exceptions and conditions of this policy as far as they can apply. The cover will also not apply if they can claim under another policy
- 2 to death of or injury to any employee of the person insured which arises out of or in the course of such employment except where such liability is required to be covered by the Road Traffic Acts
- 3 to loss, damage, injury or death caused or ensuing beyond the limits of any carriageway or thoroughfare in connection with the bringing of a load to **your vehicle** or loading on to it or taking a load away from **your vehicle** having unloaded it
- 4 to loss or damage to property belonging to or in the care of anyone **we** insure who claims under this section and to property being conveyed by **your vehicle**
- 5 to damage to any vehicle where cover in connection with the use or driving of that vehicle is provided by this section
- 6 to any loss, damage, injury or death occurring whilst **your vehicle** is being used in that part of an aerodrome or airport provided for the takeoff or landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas and those parts of passenger terminals which come within the Customs examination area except where such liability is required to be covered by the Road Traffic Acts
- 7 for liability which attaches to the Principal by virtue of an agreement which would not have attached in the absence of such agreement
- 8 for bodily injury to the Principal for any amount for which **you** would not be liable in the absence of an agreement
- 9 for damage to property bringing to or held in trust by or in the custody or control of the Principal for any sum in excess of the amount required to indemnify the Principal
- 10 for liability which attaches to the Principal which arises other than by reason of the negligence of **you** or **your** employee
- 11 to any consequence whatsoever resulting directly or indirectly from or in connection with Terrorism regardless of any other contributory cause or event except where such liability is required to be covered by the Road Traffic Acts.

- **Section III**

- **Duty of Care - driving at work, legal costs**

We will pay under **Section III** of the policy **your** legal fees and expenses incurred with our written consent for defending proceedings including appeals costs of prosecution awarded against **you** arising from any health and safety inquiry or criminal proceedings for any breach of;

1. the Health and Safety at Work etc Act 1974
2. the Health and Safety at Work (Northern Ireland) Order 1978
3. the Corporate Manslaughter and Corporate Homicide Act 2007

- **The limit of indemnity in respect of such legal fees, expenses and costs is as follows:**

1. Health and Safety at Work etc Act 1974 GBP100,000
2. Health and Safety at Work (Northern Ireland) Order 1978 GBP100,000.
3. Corporate Manslaughter and Corporate Homicide Act 2007 Unlimited.

Exceptions to Section III of your policy

The cover under this section will not apply:

- 1 unless the proceedings relate to an actual or alleged act, omission or incident committed during the period of insurance within Great Britain, Northern Ireland, the Isle of Man, the island of Guernsey, the island of Jersey and the island of Alderney and in connection with the business
- 2 unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of **you** of any motor vehicle or trailer in circumstances where compulsory insurance or security is required by the Road Traffic Acts
- 3 in respect of proceedings which result from any deliberate act or omission by **you**
- 4 where indemnity is provided by another insurance policy.

7. Additional Covers

- **Section IV**

- **Emergency treatment**

We will reimburse any person using **your vehicle** for payments made under the Road Traffic Acts for emergency treatment.

A payment made under this section will not prejudice **your** No Claim Discount.

- **Section V**

- **No Claim Discount**

- 1 If **you** do not make a claim under **your policy your** renewal premium will be reduced in accordance with our scale applicable at such time (Orbit Insurance Agencies can tell **you** what the current scale is).
- 2 If more than one vehicle is insured by this policy, the No Claim Discount will be applied as if a separate policy had been issued for each vehicle.
- 3 No Claim Discount is not earned on a policy issued for less than 12 months.
- 4 Any payment solely for repair or replacement of glass in the windscreen, sunroof or windows of **your vehicle** (or any scratching of bodywork arising directly and solely from the glass breakage) will not prejudice **your** No Claim Discount.
- 5 If **we** consent to transfer this policy to another person, No Claim Discount already earned under this policy will not apply to the person to whom the policy is being transferred.

Section VI

○ **Continental use / compulsory insurance requirements**

In addition to providing cover within the **territorial limits**, this policy, in compliance with EU directives, also provides the necessary cover to meet the laws on compulsory insurance of motor vehicles in;

1. any other country which is a member of the European Union.
2. any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7(2) of EC Directive 72/166/CEE relating to civil liabilities arising from the use of a motor vehicle. (Eligible countries change from time to time. **Your** insurance adviser should be able to tell **you** the current list of eligible countries).

The level of cover provided will be the minimum required to comply with the laws in the compulsory insurance of motor vehicles of the country in which the accident occurs. Where the accident occurred in another EU Member State, however, if the minimum cover required by the laws of Great Britain is wider than that of the EU Member State, the level of cover will be that applicable to Great Britain.

○ **If you take your vehicle abroad**

The above cover only ensures that **you** meet minimum legal requirements whilst abroad. On request, **your** policy can be extended to provide the same level of cover in the EU and certain other European countries as **you** have within the **territorial limits**. To obtain this cover **you** must tell Orbit Insurance Agencies of the details of **your** trip. **Your** adviser will arrange for an **endorsement** to be added on to **your policy** to provide this cover, will, (where applicable) supply **you** with a **Green Card** and advise **you** of the additional premium to be paid.

8. General Exceptions

Your policy does not cover the following:

1. any accident, loss or damage whilst **your vehicle** is being;
 - used otherwise than for the purposes described under the “Limitations as to Use” section of **your** effective **certificate of motor insurance**.
 - driven by **you** unless **you** hold a licence, issued by the DVLA, to drive **your vehicle** or have held and are not disqualified from holding or obtaining such a licence
 - driven by **you** unless **you** hold any other driving licence required by law to drive **your vehicle** for the purposes for which it is being used
 - driven by anyone else with **your** general consent who to **your** knowledge does not have a licence issued by the DVLA to drive **your vehicle**, has never held one or is disqualified from holding or obtaining such a licence
 - driven by anyone else with **your** general consent who to **your** knowledge does not have any other driving licence required by law to drive **your vehicle** for the purposes for which it is being used
 - driven by any person other than as described under the section of **your** effective **certificate of motor insurance** headed “Persons or Classes of Persons entitled to drive” except that cover will not be withdrawn;
 - whilst **your vehicle** is in the custody or control of a member of the motor trade for the purposes of overhaul, upkeep or repair.
 - if the injury, loss or damage was caused as a result of **your vehicle** being stolen or having been taken without **your** consent or other lawful authority.
 - if the person driving does not have a driving licence and **you** had no knowledge of such deficiency.
2. any liability **you** have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist.
3.
 - i. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever or any indirect loss
 - ii. any legal liability of any nature
4. directly or indirectly caused by or contributed to by or arising from:
 - i. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
5. any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event;
 - i. war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil

commotion assuming the proportions of or amounting to an uprising, military or usurped power

- ii. any action taken in controlling, preventing, suppressing or in any way relating to (a) above except as is necessary to meet the requirements of the Road Traffic Acts.

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9. General Conditions

○ Arbitration

Where **we** have accepted a claim and there is disagreement over the amount to be paid, the dispute must be referred to an arbitrator to be agreed between **you** and **us** in accordance with the law at the time. When this happens a decision must be made before **you** can take any legal action against **us**.

○ Cancellation

- 1 **We**, or any agent appointed by **us** and acting with our specific authority, may cancel this policy, by providing notice in writing to **you** at **your** last known address, if there is a default under any relevant instalment agreement. In such case, **your** policy will end with effect from the beginning of the period in respect of which the instalment has not been paid.
- 2 **We** will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by **us** to **your** last known address.
- 3 **We** may also cancel this policy at any time by sending not less than 7 days' notice in writing to **your** last known address.

If your policy is cancelled under 1. or 3. **we** will calculate the premium for the period **we** have been insuring **you** (based on a proportion of the premium) and refund any balance. **You** must return **your certificate(s) of motor insurance** immediately after cancellation.

○ Claims Procedure

- 1 As soon as reasonably possible after any accident, injury, loss or damage, **you** or **your** legal personal legal representative must make contact with **us** with the full details of the incident. Any communication **you** receive about the incident should be sent to us immediately. **You** or **your** legal personal representative must also let us know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest or fatal accident inquiry.
- 2 **You**, or anyone claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without written consent. If **we** want to, **we** can take over and conduct in **your** name, or in the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for our own benefit to recover any payment **we** have made under this policy. We shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give **us** all the information and assistance necessary for us to achieve settlement.
- 3 When there is a claim, or a number of claims arising out of one incident, and this relates to payment for liability for damage to property, **we** may, at any time, pay **you** the full amount **we** are required to pay under the policy (less any sums **we** have already paid in compensation) or, any less amount for which such claim or claims can be settled and, having done so, relinquish the conduct and control of such claim(s) and be under no further liability for them. **We** will, however, be liable for the payment of costs and expenses of litigation, recoverable or incurred, in respect of matters prior to the date of such payment.

- **Data Protection**

For the purposes of the Data Protection Act 1998, the Data Controllers in relation to any personal data **you** supply are Orbit Insurance Agencies and Catlin Insurance Company (UK) Ltd.

- **European Communities (Rights Against Insurers) Regulations 2002**

Third Parties may contact **us** directly in the event of accident, loss or damage as allowed under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** may deal with any claim, subject to the terms and conditions of **your** policy.

- **Fraud**

If any claim is in any way fraudulent or if **you** or anyone acting on **your** behalf has used any fraudulent means, including inflating or exaggerating the claim or submitting forged or falsified documents, all benefits under the policy shall be forfeited.

- **Motor Insurance Database**

General Condition

You shall supply details of all vehicles whose use is covered by this Policy as is required by the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the island of Guernsey, the island of Jersey and the island of Alderney for entry on the Motor Insurance Database. Failure to do so may result in **you** being reported to the Motor Insurer's Bureau for non-compliance with the Motor Vehicles (Compulsory Insurance) (Information Centre and Compensation Body) Regulations 2003.

Information relating to this 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 :

Electronic Licensing

- 1 Continuous Insurance Enforcement
- 2 Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- 3 The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

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 his or her 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 **the Insured** Vehicle seized by the Police. **You** can check that the correct registration number details are shown on the MID at www.askmid.com

○ **Monthly instalments**

If **you** have elected to pay by monthly instalments and the first instalment is not paid **we** may cancel this policy with immediate effect. If one or more instalments have been paid, non-payment of any subsequent instalment on the date it falls due will give **us** the right to cancel the policy with immediate effect. In the event of a total loss claim under this policy, all remaining monthly instalments for the period of the insurance contract will immediately become due. **We** reserve the right to deduct this amount from the claims settlement.

○ **Non Disclosure, Misrepresentation or Misdescription**

The policy is voidable if there has been any misrepresentation, misdescription or failure to disclose any material facts by **you** or anyone acting for **you**.

○ **Other insurance**

If at the time of any claim arising under this policy there is any other insurance policy covering the same loss, damage or liability, **we** will only pay our share of the claim. This provision will not place any obligation upon us to accept any liability under **Section II** which **we** would otherwise be entitled to exclude under Exception 1 to Section II.

○ **Payments made under compulsory insurance regulations and rights of recovery**

If the law in any country in which this policy operates requires **us** to settle a claim which, if that law had not existed **we** would not be obliged to pay, **we** reserve the right to recover such payment from **you** or from the person who incurred the liability.

○ **Subjectivity**

The policy, the application form, statement of fact and/or declaration made by **you**, and any **endorsements** added to the policy, the **policy schedule** and the **certificate of motor insurance**, should be read together and form the contract of insurance between **you** and **us**. **We** will clearly state if the cover provided by the policy is subject to **you**:

- 1 providing **us** with any additional information requested by the required date(s),
- 2 completing any actions agreed between **you** and **us** by the required date(s),
- 3 allowing **us** to complete any actions agreed between **you** and **us**.

Upon completion of these requirements (or if they are not completed by the required dates), **we** may, at our option:

- 1 modify **your** premium,
- 2 issue a mid-term amendment to **your** policy terms and conditions,
- 3 require **you** to make alterations to the risk insured by the required date(s),
- 4 exercise our right to cancel **your** policy,
- 5 leave the policy terms and conditions, and **your** premium, unaltered.

We will contact **you** with our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by **you** and/or any decision by **us** will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until **we** agree otherwise in writing. If **you** disagree with our requirements and/or decisions, **we** will consider **your** comments and where **we** consider appropriate, will continue to negotiate with **you** to resolve the matter to **your** and our satisfaction. In the event that the matter cannot be resolved:

- 1 **You** have the right to cancel this policy from a date agreed by **you** and **us** and, providing no claims have been made, **we** will refund a proportionate part of the premium paid for the unexpired period of cover.
- 2 **We** may, at our option, exercise our right under the policy Cancellation condition. Except where stated all other policy terms and conditions will continue to apply.

The above conditions do not affect our right to void the policy if **we** discover information material to our acceptance of the risk.

○ **Your duty to prevent loss or damage**

You shall at all times take all reasonable steps to safeguard **your vehicle** from loss or damage. **You** shall maintain **your vehicle** in efficient condition and **we** shall have, at all times, free access to examine **your vehicle**.

○ **Your duty to comply with policy conditions**

Our provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions and conditions of the policy and any **endorsements** added on to it.

10. Complaints Procedure

○ Our Promise of Service

Our goal is to give excellent service to all **our** customers but **we** recognise that things do go wrong occasionally. **We** take all complaints **we** receive seriously and aim to resolve all our customers' problems promptly. To ensure that **we** provide the kind of service **you** expect **we** welcome **your** feedback. **We** will record and analyse **your** comments to make sure **we** continually improve the service **we** offer.

○ What will happen if you complain?

- 1 **We** will acknowledge **your** claim within 2 working days.
- 2 **We** aim to resolve complaints following assessment and investigation as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with an update within 10 working days of receipt and give **you** an expected date of response.

- 1 If **you** wish to make a complaint about this policy or the service provided then please in the first instance contact us at Orbit Insurance Agencies, through whom this insurance was arranged. **We** can be contacted at:

Orbit Insurance Agencies
8 The Courtyard
707 Warwick Road
Solihull
B91 3DA

Telephone: 0121 244 4071
Email: complaints@orbitunderwriting.com
through whom this insurance was arranged.

- 2 Should **you** remain dissatisfied **you** may at any time refer the matter to:

Compliance Officer
Catlin Insurance Company (UK) Ltd.
20 Gracechurch Street
London
EC3V 0BG

Tel No: 020 7743 8487
E-mail: catlinukcomplaints@catlin.com

- 3 Complaints that cannot be resolved by the Compliance Officer may in certain circumstances be referred to the Financial Ombudsman Service at:

South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel No: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)
Tel No: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)
E-mail: complaint.info@financial-ombudsman.org.uk

○ **Financial Services Compensation Scheme**

We are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** obligations, depending on the type of insurance and the circumstances of **your** claim.

Further information about the scheme is available on the FSCS website www.fscs.org.uk or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London E1 8BN.

○ **Use of Language**

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

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insurance agencies

Authorised and Regulated by the Financial Conduct Authority, Firm reference number 314800
Orbit Insurance Agencies is a trading title of Orbit (Underwriting Agencies) Limited.
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Registered in England and Wales, Company number 5285436