



Private & Public Hire

Policy

Delivering quality insurance solutions



Delivering quality insurance solutions

This is your Equity Red Star **Private Hire and Public Hire Motor Insurance** document. Read this booklet, the schedule and certificate carefully and keep them in a safe place. If you have any questions about any of your motor insurance documents, call your insurance adviser or Equity Red Star office. This insurance is written in English and all communications about it will be in English. Unless we have agreed otherwise with you, this insurance is governed by English law.

Our promise to you

We aim to provide a first-class service. If you have any cause to complain, or you feel that we have not kept our promise, please contact your insurance adviser.

- If you are not happy with the way the matter is dealt with, please write to the Chief Executive of Equity Red Star. When you do this, quote your insurance document number, which is on your certificate of motor insurance and schedule. Send your complaint to: **Equity Red Star, Library House, New Road, Brentwood, Essex CM14 4GD.**
- After this action, if you are still not satisfied with the way a complaint has been dealt with, you may ask the Policyholder & Market Assistance department at Lloyd's to review your case. The address is: **Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA.** Telephone: **020 7327 5693** Fax: **020 7327 5225** E-mail: **complaints@Lloyds.com**
- If you are still not satisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). The address is: **The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.**

(These procedures do not affect your right to take legal action if necessary.)

About Equity Red Star

Equity Red Star is managed by Equity Syndicate Management Limited, which is authorised and regulated by the Financial Services Authority. Our registration number is 204851. You can visit the Financial Services Authority website, which includes a register of all regulated firms at www.fsa.gov.uk/register or you can contact the Financial Services Authority on **0845 606 1234.**

Equity Syndicate Management Ltd is registered in England and Wales number 426475. The registered office is at **Library House, New Road, Brentwood, Essex, CM14 4GD.** As we are members of the Financial Services Compensation Scheme (FSCS), you may be entitled to compensation from the scheme if we cannot meet our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. For compulsory types of insurance the claim will be met in full. You can get more information about the compensation scheme arrangements from the FSCS or you can visit the FSCS website at www.fscs.org.uk

Index

Data Protection	03	Extra excesses for young or inexperienced drivers	16
Private Hire and Public Hire	04	Exceptions to section 2	17
Definitions: The meaning of certain words and phrases	05	Section 3:	
Cover: The cover you have	06	Foreign use	18
Use	07	General terms:	
Claims helplines	08	No claim bonus	19
Claims procedure	08	Changing or adding a vehicle to this insurance	19
Section 1:		General exceptions:	
Liability to others	09	Restrictions which apply to your insurance	20
Cost and expenses	10	General conditions:	
European Union (EU) compulsory cover	10	Certain conditions that you must keep to	22
Towing	11	Important notice:	
Exceptions to section 1	12	Certain changes must be notified	25
Section 2:		Endorsements	
Loss of or damage to your vehicle	13	Changes to the terms of the insurance	26
Accessories and spare parts	13		
Audio or telephone equipment	13		
Taxi meters and two-way radios	13		
Transport after an accident	14		
Repairs	14		
Total loss (write-off)	15		
Financial interest	15		

Data Protection

It is a condition of this insurance that you read and accept the terms of this data-protection notice. You should show this notice to anyone covered by this insurance. We will process the details you have provided in line with the Data Protection Act 1998 and other laws which may apply. We share information with approved organisations for the purposes of providing the insurance and to prevent fraud. Your information may also be processed outside of the European area. In all instances we make sure we provide an adequate level of protection for your information.

So that we can assess the terms of an insurance contract or deal with any claims that may arise, we may need to collect information that is classed as 'sensitive' under the Data Protection Act 1998 (such as information on medical conditions or criminal convictions). To process your information for the purposes of providing insurance and handling claims, we may need to pass your information to other organisations we have carefully chosen as well as other companies in our group. If we provide credit facility for you to pay your premiums, we may share your information with credit-reference agencies and other companies for use in credit decisions, to prevent fraud and find people who owe money. If you have any questions, please contact the Company Secretariat, at Equity Insurance Group Limited, **Library House, New Road, Brentwood, Essex, CM14 4GD**.

Motor Insurance Database

We will pass information relating to your insurance to the Motor Insurance Database (MID), run by the Motor Insurers' Bureau (MIB). Certain organisations (such as the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other organisations allowed by law which are involved in electric licensing, those involved in reducing the number of people driving without insurance, law enforcement agencies who prevent and detect crime and catch and prosecute offenders and those who provide government services may use the database and the information stored on it.

If you are involved in a road-traffic accident in the UK, EEA, or certain other countries, other insurers or the Motor Insurers' Bureau may search the MID to gather relevant information. Anyone making a claim (including their representatives) for a road traffic accident (including citizens of other countries) may also ask to see relevant information which is held on the MID. It is essential that the MID has your current registration number. If it is not shown correctly on the MID, you are at risk of having your vehicle seized by the police. You can check that your current registration number details are shown on the MID at www.askmid.com.

Preventing and detecting fraud and claims history

Fraudulent insurance applications and claims increase insurance premiums for all policyholders. To prevent and detect insurance related fraud we may check your details with national fraud preventions agencies and databases including Insurance Hunter, Motor Insurance Anti-Fraud and Theft Register, Claims and Underwriting Exchange and the Motor Insurers Database. In order to protect our policyholders we are members of the Insurance Fraud bureau (IFB). If you suspect insurance fraud is being committed you can call them on their confidential cheat line **0800 8328 2550**.

Private hire and public hire motor insurance

This document is a legally-binding contract of insurance between YOU (the insured) and US (Equity Red Star).
The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract.
We may cancel or change any part of the contract without getting anyone else's permission.

The contract is based on the information you provided in your signed proposal form or statement of insurance. We have agreed to insure you under the terms, conditions and exceptions contained in this booklet or in any endorsement applying to this booklet. The insurance provided by this document covers any liability, loss or damage that occurs during any period of insurance for which you have paid, or agreed to pay the premium.

Signed for and on behalf of EQUITY RED STAR



Underwriter

Definitions

- **We, us** - Equity Red Star.
- **Equity Red Star** - is made up of the Lloyd's underwriters who have insured you under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. You can ask us for the names of the underwriters and the share of the risk each has taken on.
- **You** - the person named as 'the insured' in the schedule, or as 'the policyholder' in any certificate of motor insurance or renewal notice applying to this insurance.
- **The schedule/amended schedule** - the document showing the vehicle we are insuring and the cover which applies.
- **Certificate of motor insurance** - a document which is legal evidence of your insurance and which forms part of this document, and which must be read with this document.
- **Your vehicle, the insured vehicle** - any vehicle specified in the schedule or described in the current certificate of motor insurance (and under section 1 only, an attached caravan or trailer).
- **United Kingdom** - England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
- **Endorsement** - a change in the terms of the insurance which replaces the standard insurance wording, and is printed on, or issued with, the schedule or a revised schedule.
- **Excess** - a contribution by you towards a claim under this insurance.
- **Period of insurance** - the period of time covered by this insurance (as shown in the schedule) and any further period we accept your premium for.

Guidance notes

These guidance notes are to help you to understand your insurance. They do not form part of the contract. In all situations the guidance notes must be read with the full text of your document.

This document is a contract of insurance between you and us.

We rely on the information you supply. If that information is not accurate or complete, you may not be covered by this insurance.

Remember – You must tell us about any change in the information you supplied or any change you want us to make to the document. If you do not, you may not be covered by this insurance.

Cover

The cover you have

Your schedule shows you what cover you have. The different types of cover are listed below. Find the cover you have and see the sections that apply.

- ▶ Comprehensive (shown as COMP) - all sections apply.
- ▶ Damage and third party only (shown as DTPO - section 1, section 2 (except fire and theft) and section 3 apply.
- ▶ Third party, fire and theft (shown as TPFT) - section 1, and section 2 (except accidental or malicious damage and vandalism) and section 3 apply.
- ▶ Third party only (shown as TPO) - sections 1 and 3 apply.

The general terms, conditions and exceptions apply to all sections of the insurance.

Guidance notes

Our liability under this insurance depends on the cover we have agreed to give you, provided you have paid all the premium due to date.

Use

The insurance only covers your vehicle if it is being used in the way specified in your certificate of motor insurance or endorsement.

The following uses are not covered:

- ▶ Racing, pacemaking or being in any contest or speed trial or any rigorous reliability testing on your vehicle.
- ▶ Any purpose connected with the motor trade, unless this use is described in your certificate.

Guidance notes

Important: The certificate of motor insurance describes what you can use your vehicle for.

Claims helpline

Accident and theft damage Claims helpline 0844 8001931

If your vehicle is damaged as a result of an accident, fire, theft or vandalism call our **24-hour helpline** on the phone number shown above.

Claims procedure

Important: Do not admit that you are responsible, or make any offer, promise or payment without written permission from us.

Follow the procedure below.

- ▶ Send us written details as soon as possible after any accident, injury, loss or damage.
- ▶ Send us, unanswered, any letter or other communication as soon as you receive it from anyone else involved.
- ▶ Immediately tell us about any prosecution, coroner's inquest or fatal accident inquiry involving any person covered by this insurance.
- ▶ Give us all the information and help we need.

Guidance notes

If you need to make a claim you can call our **helpline** which is open 24 hours a day, 365 days a year. Our staff will deal with your claim quickly, avoiding any further stress or worry.

We may take control of handling and negotiating any claim. We may take over the rights of any person covered under this insurance.

Section 1 - Liability to others

Driving your vehicle

We will insure you for all the amounts you may be legally liable to pay for:

- ▶ death of or injury to other people; or
- ▶ damage to property;
 - as a result of any accident you have while you are driving, using or in charge of your vehicle or while you are loading and unloading your vehicle.

Other people driving or using your vehicle

In the same way you are insured we will also cover the following people.

- ▶ Any person you allow to drive or use your vehicle, as long as this is allowed by your current certificate of motor insurance and has not been excluded by an endorsement, exception or condition.
- ▶ Any passenger who causes an accident while travelling in or getting into or out of the insured vehicle as long as you ask us in writing, after the accident, to indemnify the passenger.

Limits of indemnity to property damage

The most we pay for property damage is £5,000,000 for any one claim or claims arising out of one incident.

If there is a property damage claim made against more than one person covered by this insurance, we will first deal with any claim made against you.

Legal personal representatives

After the death of anyone who is covered by this insurance, we will deal with any claim made against that person's estate, provided that the claim is covered by this insurance.

Guidance notes

This section shows the cover provided for claims made by other people for injury to them or damage to their property.

This part covers claims made against you.

We will insure you for accidents which happen as a result of loading or unloading your vehicle. (See exceptions to section 1.)

This part covers claims made against people other than yourself from incidents involving your vehicle.

It covers:

- ▶ other people driving your vehicle with your permission (if shown on the certificate); and
- ▶ passengers.

If anyone insured dies, cover will be provided for a legal representative.

Costs and expenses

Legal costs

If we first agree in writing, we will pay:

- ▶ solicitor's costs if anyone we insure is represented at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction;
- ▶ reasonable costs for legal services to defend anyone we insure against any prosecution arising from any death; and
- ▶ all other legal costs and expenses we agree to.

We will only pay these legal fees if they arise from an accident that is covered under this insurance.

Emergency medical treatment

We will pay for emergency medical treatment that is needed after an accident involving any vehicle which this insurance covers.

If this is the only payment we make, it will not affect your no claim bonus.

(We must provide this cover under the Road Traffic Act.)

European Union (EU) (Compulsory cover)

We will provide the minimum insurance needed by the relevant law to allow you to use your vehicle:

- ▶ in any country which is a member of the EU; and
- ▶ in any other countries which have made arrangements to meet the insurance conditions of, and are approved by, the Commission of the European Union.

If you need the full cover shown in the schedule, you must tell us, in writing, about any journey abroad that you are going on. You must pay an extra premium for the cover (see section 3 - Foreign use).

Guidance notes

- ▶ We will pay the solicitor's fees for representing or defending anyone we insure.
- ▶ If any person covered by this insurance is charged with causing death while driving, we will arrange and pay for their defence.
- ▶ We will pay any legal costs and expenses we have agreed to.

We will pay the compulsory fee for emergency medical treatment after an accident.

If we only make a payment under this paragraph, this will not affect your no claim bonus.

The policy automatically provides the minimum cover you need to use your vehicle in all countries in the European Union and in certain other countries. The minimum cover varies from country to country. To make sure you have the full cover shown in the schedule, you should contact us so we can arrange to extend your cover (see section 3 - Foreign use).

Towing

Under this section we will insure you while any vehicle covered by this insurance is towing a caravan, trailer or a broken-down vehicle (as allowed by law).

We will not pay any claim arising from the following.

- ▶ Damage to or loss of the towed caravan, trailer or broken-down vehicle.
- ▶ Damage to or loss of any property being carried in or on the towed caravan, trailer or broken-down vehicle.
- ▶ A caravan, trailer or broken-down vehicle being towed for reward.
- ▶ Towing more trailers than the number allowed by law.
- ▶ If more than one caravan or broken-down vehicle is being towed at any one time.

We will only provide this cover if:

- ▶ the caravan, trailer or broken-down vehicle is properly secured to your vehicle by towing equipment manufactured for the purpose; and
- ▶ the method of towing the caravan, trailer or broken-down vehicle stays within the manufacturer's recommended towing limits and any other relevant law.

Guidance notes

Under this section you can tow a caravan, trailer or broken-down vehicle. You are only covered for claims made against you.

- ▶ There is no cover for loss of or damage to the caravan, trailer or broken-down vehicle.
- ▶ There is no cover for loss of or damage to any property in or on the caravan, trailer or broken-down vehicle.
- ▶ You must not be receiving a payment for towing the caravan or broken-down vehicle.
- ▶ You must not tow more than the number of trailers allowed by law.
- ▶ You must only be towing one caravan or broken-down vehicle.
- ▶ The caravan, trailer or broken-down vehicle must be properly secured to your vehicle.
- ▶ The way you are towing the caravan, trailer or broken-down vehicle must meet any law and the manufacturer's guidelines.

Exceptions to section 1

This section of your insurance does not cover the following.

- ▶ Anyone who can claim for the same loss from any other insurance.
- ▶ Loss of, or damage to, property belonging to (or in the care of) anyone we insure and who is making a claim under this part of the insurance.
- ▶ Death of or bodily injury to any person arising out of and in the course of their employment by the policyholder or by any other person claiming under this insurance. This does not apply if we need to provide cover due to the requirements of relevant laws.
- ▶ Death, bodily injury or damage arising off the road as a result of the loading or unloading of your vehicle by anyone apart from the driver or attendant.

Guidance notes

We do not have to provide cover or settle claims under section 1 if any person claiming under this insurance:

- ▶ can claim for the same loss from any other insurance;
- ▶ is claiming for loss of or damage to any insured vehicle or property belonging to them;
- ▶ is claiming for death or injury to any employee during the course of their work other than accidents to which the Road Traffic Act applies; or
- ▶ is claiming for death, injury or damage (except the driver or attendant) while loading or unloading off the road.

Section 2 - Loss of or damage to your vehicle

This cover only applies to your vehicle

We will insure your vehicle against loss or damage (less any excess that applies) caused by:

- ▶ accidental or malicious damage and vandalism;
- ▶ fire, lightning, self-ignition and explosion; or
- ▶ theft or attempted theft, or taking the vehicle away without your permission.

Accessories and audio, visual or telephone equipment (including taxi meters and two way radios)

Your vehicle's spare parts and fitted accessories are insured in the same way, as long as they are used with your vehicle, are kept in or on your vehicle and fall within the maximum amount we pay.

Permanently-fitted audio, visual and telephone equipment (including taxi meters and two way radios) is also insured against loss or damage, but we will only pay the market value of the equipment at the time of the loss or damage. We will only pay up to **£400** for items which are not the manufacturer's standard fitted equipment. This cover does not include loss or damage to cassettes, compact or minidisks, DVDs or accessories used with the audio, visual or telephone equipment.

For a claim under this section we may either:

- ▶ pay for the damage to be repaired;
- ▶ pay an amount of cash to replace the lost or damaged item; or
- ▶ replace the lost or damaged item.

Guidance notes

Under this section we will provide cover when your vehicle suffers loss or damage caused by the events shown opposite.

Your vehicle's accessories or spare parts are also covered.

Loss or damage to audio, visual and telephone equipment (including taxi meters and two-way radios) is also insured (less any excess you must pay), up to £400 in total for items which are not the manufacturer's standard fitted equipment. (cover is unlimited for items (less any excess that applies) which are the manufacturer's standard fitted equipment.)

These are the ways we will settle your claim.

The most we will pay will be either:

- ▶ the market value of your vehicle immediately before the loss (including its accessories and spare parts) up to the value shown in the schedule; or
- ▶ the cost of repairing the vehicle; whichever is less.

We will not pay the cost of any repair or replacement which improves your vehicle or accessories to a better condition than they were in before the loss or damage. If this happens you must make a contribution towards the cost of repair or replacement.

Transport after an accident

If your vehicle cannot be driven after an accident, we will pay the reasonable cost (where necessary) of taking your vehicle to a repairer near to your vehicle's location, and returning it after the repair to your last known address. Do not attempt to move the vehicle yourself if this could increase the damage. If unnecessary damage is caused as a result of attempts to move your vehicle, we will not pay any extra cost arising from that damage.

Repairs

Repairs can be arranged quickly by using our **24-hour helpline**. Call us on **0844 8001931**.

If your vehicle can be driven safely and is damaged in a way which is covered by this insurance, you must send us an accident report form. You must also send two estimates from different garages so that we can decide on a suitable repairer.

If your vehicle cannot be driven safely after an accident, you may arrange for repairs to be started if you first get an estimate and immediately send it to us with a full report of the incident.

We may arrange for your vehicle to go to a repairer of our choice if we cannot reach an agreement with the repairer over costs.

Guidance notes

The market value of your vehicle is the cost of replacing it with one of the same make, model, age, type and condition.

We will not pay for any part of a repair or replacement which leaves the vehicle in a better condition than it was in before.

If your vehicle cannot be driven after an accident, we will pay the cost of removing it to the nearest repairer.

We can arrange help if you call our **24-hour helpline on 0844 8001931**.

This section shows you what you have to do if your vehicle needs repairing after an accident.

If you want to avoid the need to get estimates you can call our **24-hour helpline on 0844 8001931**.

Total loss (write-off)

If your vehicle is considered to be a write-off (if the cost of repairs is greater than the market value of the vehicle), we will offer you an amount as compensation. This insurance for your vehicle will end when you accept that offer.

If we ask, you must return the certificate of motor insurance and the schedule before we pay the compensation.

The vehicle then becomes our property.

We may decide to let the insurance continue on a replacement vehicle.

Financial interest

If the vehicle belongs to someone else, or is part of a hire purchase or leasing agreement, we will normally pay an amount for the total loss of the vehicle to the vehicle's legal owner.

Excesses

If an excess is shown in the schedule, you have agreed to pay that amount for each incident of loss or damage.

Guidance notes

If your vehicle becomes a write-off and we offer you a payment, the insurance will end for that vehicle when you accept the payment.

The insurance cover can only be transferred to a replacement vehicle if we give our permission.

If the vehicle is on hire purchase or belongs to someone else we may settle the claim directly with them.

An excess is the amount you must pay towards every claim for loss or damage to your vehicle.

Extra excesses for young or inexperienced drivers

If your vehicle is damaged while a young or inexperienced person (including yourself) is driving you will have to pay the first part of the cost as shown below. This is on top of any other excesses which you may have to pay.

Drivers	Amount
▶ Under 21 years of age	£300
▶ Aged 21 to 24 years of age	£200
▶ 25 years of age or over but who have a provisional driving licence or who have not held, for 12 months or more, a full driving licence issued by any country which is a member of the European Union.	£200

You will not have to pay the amounts shown above if the loss or damage is caused by fire or theft.

When your vehicle is being serviced

The cover provided under this section will still apply when your vehicle is being serviced or repaired. While the vehicle is in the hands of the motor trade for a service or repair we ignore any restrictions on driving or use (as shown in your certificate of motor insurance).

Guidance notes

Note: These excesses are added to any other excesses which apply.

When your vehicle is with a motor trader for servicing or repair you continue to have the cover provided under section 2 (loss of or damage to your vehicle).

Exceptions to section 2

This section of your insurance does not cover the following.

- ▶ The amount of any excess shown in the schedule.
- ▶ An amount as compensation for you not being able to use your vehicle (including the cost of hiring another vehicle).
- ▶ Wear and tear.
- ▶ Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment.
- ▶ The vehicle's value reducing, including loss of value as a result of damage, whether repaired or not.
- ▶ Repairs or replacements which improve the condition of the vehicle.
- ▶ Damage to tyres, unless caused by an accident to your vehicle.
- ▶ Damage due to liquid freezing in the cooling system, unless you have taken reasonable precautions as laid down by the vehicles manufacturer's instructions.
- ▶ Loss of or damage to accessories unless they are permanently attached to your vehicle.
- ▶ Any amount over the last known list price of any part or accessory, plus the reasonable cost of fitting the part or accessory, if the vehicle manufacturer or its agent cannot supply it from stock held in the United Kingdom.
- ▶ Loss of or damage to the vehicle by someone who got it by trickery, fraud or deception.
- ▶ Loss resulting from repossessing the vehicle and returning it to its rightful owner.
- ▶ Loss of or damage to your vehicle or its contents by theft or attempted theft or an unauthorised person taking and driving it if:
 - ▶ it has been left unlocked;
 - ▶ it has been left with the keys in it;
 - ▶ it has been left with the windows, roof panel or the roof of a convertible vehicle open; or
 - ▶ reasonable precautions have not been taken to protect it.

Guidance notes

Important: There are certain circumstances which are not covered and these are shown opposite.

It is important that you take all reasonable measures to avoid loss or damage, such as removing your keys from the ignition when the vehicle is unattended (for example, do not leave the keys in the ignition when paying for petrol, or leave the vehicle unattended and the engine running). Also make sure that any immobiliser or alarm system is turned on.

Section 3 - Foreign use

If we agree to provide cover before you go abroad, and you pay us an extra premium, we will extend the cover for your vehicle so the following benefits apply.

Insurance cover

This insurance is extended to apply to claims occurring:

- in any country which we have agreed to provide cover for; and
- while the vehicle is being transported (including loading and unloading), between ports in countries where you have cover, as long as the vehicle is being transported by rail or by a recognised sea route of not more than 65 hours.

Customs duty and other charges

We will refund any customs duty you have to pay as a direct result of your vehicle suffering any loss or damage covered by this insurance.

Guidance notes

This section describes the cover available if you take your vehicle abroad.

If you do not let us know that you are going abroad, we will only give you the minimum cover provided in section 1. If, under the law of any country we have to settle a claim which we would not otherwise have paid, we may recover this amount from you or from the person who made the claim.

When travelling abroad please apply to us before your trip and we will normally agree to extend your cover. The extended insurance will then cover you in the countries which we have agreed to provide cover in, and when your vehicle is travelling by rail or sea between those countries.

If your vehicle suffers any loss or damage that is covered by this insurance and the vehicle is in a country where you have cover, we will refund any customs duty you pay to temporarily import your vehicle.

General terms

No claim bonus

If you do not make a claim under this insurance, we will reduce your renewal premium in line with the scale of no claim bonus which applies to your insurance. (Your schedule will give you details of your no claim bonus.)

If more than one vehicle is covered by this insurance, we will assess the no claim bonus as if a separate insurance had been issued for each vehicle. Following a write-off, if the insurance is transferred to a replacement vehicle, we will not allow any no claim bonus unless we agree otherwise.

Your no claim bonus cannot be transferred to another person.

Emergency medical treatment

Any payments we make for emergency medical treatment will not affect your no claim bonus.

Changing or adding a vehicle to this insurance

If you change the vehicle covered by this insurance, or get an extra vehicle which you want cover to apply to, you must tell us in writing and we must agree before cover can start. (We may ask you to return your certificate of motor insurance.) We will give you advice on any change in premium and we will send you a new schedule confirming our acceptance.

Guidance notes

This clause shows how your premium will be reduced if you do not make a claim.

This is a 'no claim bonus' and not a 'no blame bonus'. If you make a claim for an event which is not your fault, and we have to make a payment, this will affect your no claim bonus unless we can recover our expenses from the person responsible for the event.

You cannot transfer your no claim bonus to someone else.

Claims made just for emergency medical treatment do not affect your no claim bonus.

We must be told about, and agree to, any new or extra vehicle. If there is any change in premium, we will let you know and send you a new schedule.

General exceptions

These general exceptions apply to the whole insurance.

Your insurance does not cover the following.

1. Any liability, loss or damage arising while any vehicle covered by this insurance is being:
 - ▶ used for a purpose which the vehicle is not insured for;
 - ▶ driven by or is in the charge of anyone who is not mentioned in the certificate of motor insurance as a person entitled to drive or who is excluded by an endorsement;
 - ▶ driven by anyone (including you) who you know is disqualified from driving, has never held a licence to drive the vehicle, or is prevented by law from having a licence (unless they do not need a licence by law);
 - ▶ used in or on restricted areas of airports or airfields. We will not pay for any claim concerning an aircraft within the boundary of the airport or airfield; or
 - ▶ used to carry any load which is more than it was constructed to carry and more than the specified maximum capacity.
2. Any liability, loss or damage that is also covered by any other insurance.
3. Any liability, loss or damage that occurs outside the United Kingdom (apart from the minimum cover provided by section 1) unless you have paid an extra premium to extend your cover. (See section 3 - Foreign use.)
4. Any liability you have accepted under an agreement or contract unless you would have had that liability anyway.
5. Any result of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, or military or usurped power (except where we need to provide cover to meet the minimum insurance required by the relevant law).

Guidance notes

Throughout the insurance you have seen exceptions which apply to each section. These general exceptions apply to all the sections.

You must hold a valid driving licence and you should make sure the people you allow to drive also have a valid driving licence and are not disqualified. This exception will not apply where a licence is not required by law.

The insurance does not extend outside the United Kingdom, apart from the minimum cover provided by section 1 (compulsory cover in the EU).

In the event of a war or similar occurrence, we will provide the minimum amount of cover necessary under the relevant law.

6. Direct or indirect loss, damage or liability caused by, contributed to or arising from:
- ▶ earthquake;
 - ▶ riot or civil commotion occurring in Northern Ireland or outside the United Kingdom, (except where we need to provide cover to meet the minimum insurance required by the relevant law);
 - ▶ ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel;
 - ▶ the radioactive, toxic, explosive or other dangerous property of any explosive nuclear assembly or nuclear part of that assembly;
 - ▶ carrying any dangerous substances or goods which you need a licence from the relevant authority for (except where we need to provide cover to meet the minimum insurance required by the relevant law); or
 - ▶ pressure waves caused by aircraft and other flying objects.
7. Any proceedings brought against you, or judgment passed in any court outside the United Kingdom, unless the proceedings or judgment arises out of your vehicle being used in a foreign country which we have agreed to extend this insurance to cover.
8. Any liability, (except where we need to provide the minimum level of cover needed by law), for claims for death, injury, illness, loss or damage arising directly or indirectly from pollution or contamination.
- This exception:
- ▶ relates to contamination or pollution caused directly or indirectly by the discharge or leaking of any substance, liquid, vapour or gas; and
 - ▶ includes contamination or pollution of any building or other structure, water, land or the air.
- We will not pay for claims arising directly or indirectly from contamination or pollution where it is caused by any substance, liquid, vapour or gas being deliberately discharged or leaks caused by the failure to maintain or repair your vehicle, or any part of it.
9. Any liability, loss or damage arising directly or indirectly from acts of terrorism, as defined in the UK Terrorism Act 2000, except where we need to provide the minimum insurance needed under the Road Traffic Act.

Guidance notes

Accident, injury, loss, damage, indirect loss or legal liability occurring as a result of the items specified opposite are not covered.

We will not cover proceedings brought or judgments passed in any court abroad unless we have agreed to extend this insurance to cover that country.

We will not be liable for claims for death, injury, illness, loss or damage to property arising directly or indirectly from pollution or contamination.

General conditions

1. We will only provide the cover described in this insurance if:
 - ▶ anyone claiming protection has met all the conditions in this document; and
 - ▶ the information you gave on your proposal form, declaration or statement of insurance is, as far as you know, correct and complete.
2. Your premium is based on the information you supplied at the start of the insurance and when it is renewed. If you have failed to provide us with complete and accurate information, this could lead to your claim being denied or the insurance not being valid.
3. If a claim is made which you or anyone acting on your behalf knows is false, fraudulent or exaggerated, we will not pay the claim and cover under this insurance will end. If you or anyone acting on your behalf provides false or stolen documentation in support of a claim, we will not pay the claim and this insurance will end.
4. After any loss, damage or accident you must give us full details of the incident, in writing as soon as possible. You must send every communication about a claim, (including any writ or summons) to us without delay and unanswered. You must also tell us if you know about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this insurance.

You must not admit to, negotiate on or refuse any claim unless you have permission from us.
5. All reasonable steps must be taken to safeguard your vehicle from loss or damage and to maintain it in an efficient and roadworthy condition.

We must be allowed to examine your vehicle at any reasonable time.

Guidance notes

This part describes certain responsibilities and procedures.

The insurance only covers any person who meets these conditions. The information given to us in the proposal form, declaration or statement of insurance (which is the basis of this contract) must be true and complete, to the best of your knowledge.

We will not pay a claim which is false, fraudulent or exaggerated.

The procedure for reporting accidents and losses to us.

- ▶ Report any incident to us as soon as possible.
- ▶ Immediately advise us as soon as you become aware of any court proceedings, inquest or inquiry.

No one may admit any liability or negotiate any claim without our written permission.

Your vehicle must be kept in an efficient and roadworthy condition and be protected from loss or damage.

6. If, under the law of any country which this insurance covers you in, we must settle a claim which we would not otherwise have paid, we may recover this amount from you or from the person who made the claim.
7. We can:
 - ▶ take over, conduct, defend or settle any claim; and
 - ▶ take proceedings, at our own expense and for our own benefit, to recover any payment we have made under this insurance.

We will take this action in your name or in the name of anyone else covered by this insurance. You, or the person whose name we use must co-operate with us on any matter which affects this insurance.

8. If we accept your claim, but disagree with the amount due to you, the matter will be passed to an arbitrator who we both agree to. When this happens, the arbitrator must make a decision before you can start proceedings against us.
9. We or your intermediary may cancel this insurance by sending 7 days' notice, in writing, to your last known address (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland). We will refund the part of your premium which applies to the remaining period of the insurance. We will send this refund to your insurance adviser..
10. You may cancel this insurance at any time by telling us in writing and sending back your certificate of motor insurance and the schedule. If you have not made any claim in the current period of insurance, we will work out the charge for the time you have been covered by your insurance (using our short-period rates shown on the schedule) to the date we receive your certificate. We will then refund any amount we owe you to your insurance adviser. If a claim has been made, we will not give you a refund..

Guidance notes

We may recover our expenses if we have to pay a claim which this insurance would not normally cover.

Once you have asked us to deal with a claim under this insurance, we have the right to conduct the negotiations as we see fit.

When we accept a claim but we disagree over the amount we will pay, the matter will be referred to an arbitrator for a decision. A decision must be made before you can take any legal action against us.

We may cancel the insurance giving you 7 days' notice in writing. If we do so, you are entitled to a refund of part of your premium.

You may cancel this insurance and be entitled to a refund if you have not made a claim and you return the certificate.

11. If there are a number of claims for property damage arising out of any one cause, we may, at any time, pay you up to the maximum amount payable under section 1. (We will deduct from this amount any sums already paid as compensation.) On paying this amount, we will withdraw from any further action connected with the settlement of these claims.

We will pay any legal costs and expenses incurred with our consent, up to the time we withdraw from dealing with the claims.

12. Your right to change your mind If this insurance does not meet your needs, you may cancel this insurance by sending written notice and returning your documents, including the certificate of insurance, within 14 days of receiving it. As long as your vehicle has not been written off as the result of a claim under this insurance, we will refund any premium paid, less a charge equal to the period of cover you have had. This charge will be at least £25 plus insurance premium tax (IPT).

Guidance notes

We may, at any time, pay you the maximum amount in respect of claims for property damage under section 1, if there are a number of claims arising out of any one cause.

Important notice

You must tell us as soon as possible about any changes which affect your insurance and which have occurred since the insurance started or since the last renewal date. If you are not sure whether certain facts are relevant, please ask your insurance adviser or Equity Red Star office. If you don't tell us about relevant changes, your insurance may not cover you fully, or at all.

Here are some examples of the changes you should tell us about.

- ▶ A change of vehicle (including extra vehicles).
- ▶ All changes you or anyone else make to the vehicle if these make the vehicle different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic).
- ▶ A change of address.
- ▶ A change of job, including any part-time work by you or other drivers, a change in the type of business or having no work.
- ▶ A change in the purpose which you use the vehicle for.
- ▶ A new main user of the vehicle.
- ▶ Details of any driver who you have not told us about before or who is excluded by the certificate of motor insurance or an endorsement but who you now want to drive.
- ▶ Details of any motoring conviction, disqualification, or fixed penalty offence of any person allowed to drive or of any future prosecutions for any motoring offence.
- ▶ Details of any accident or loss (whether or not you make a claim) which involves your vehicle or which occurs while you are driving anyone else's vehicle.
- ▶ Details if you or any other person allowed to drive your vehicle suffers from a notifiable condition you have not let the DVLA know about or any condition for which DVLA have restricted the licence.

Guidance notes

You have a duty to let us have full details of any change which affects your insurance.

You should keep a written record (including copies of letters) of any information you give us, or your insurance adviser.

You should tell us about the changes shown opposite.

Important: you should immediately write and tell us about any accident.

Endorsements

Important - This appendix forms part of the insurance

An endorsement only applies if the endorsement's number is shown in the relevant place in your schedule. Details of all endorsements are shown either in this appendix or are supplied with your schedule.

If an endorsement number in the schedule is followed by an amount, the specified endorsement will be limited to the amount shown.

If an endorsement number is followed by a vehicle registration number, the specified endorsement will only apply to the vehicle which has that registration number.

If an endorsement number is followed by a person's name, or a type of person, the specified endorsement applies only to that person or type of person.

Endorsement number 01 - Damage, fire and theft excess

We will not pay the first amount shown in the schedule for any claim under section 2 of this document. The amount shown is on top of any other amount which you may have to pay under this insurance.

Endorsement number 02 - Damage, fire and theft excess for specified people

We will not pay the first amount shown in the schedule for any claim under section 2 of this document for an event which happens while your vehicle is being driven by, or is in the charge of, the people named against this endorsement number.

The amount shown is on top of any other amount which you may have to pay under this insurance.

Guidance notes

An endorsement alters the cover provided by either all or part of your insurance.

An endorsement only applies if the number of the endorsement appears in your schedule under 'Endorsements applicable'.

Endorsement number 03 - All sections excess

We will not pay the first amount shown in the schedule for any claim under this document.

You only pay the amount (called the 'excess') shown in this endorsement once for each incident, regardless of the number of claims which arise from that incident.

The term 'claim' includes any payment for costs, fees and other indirect expenses.

Endorsement number 04 - All sections excess for specified people

We will not pay the first amount shown in the schedule for any claim under this document for an event which happens while your vehicle is being driven by, or is in the charge of, the people named against this endorsement number.

You only pay the amount (called the 'excess') shown in this endorsement once for each incident, regardless of the number of claims which arise from that incident.

The term 'claim' includes any payment for costs, fees and other indirect expenses.

Endorsement number 05 - Amendment of cover

Your cover is limited to that shown against this endorsement number for any claim from an event which happens while the people named in the schedule are driving or in charge of your vehicle.

Endorsement number 06 - Assisted purchase

The person or organisation named against this endorsement number has a financial interest in your vehicle under an Assisted Purchase agreement (a loan towards the purchase of your vehicle). As long as that person or organisation has a financial interest in your vehicle, we will pay any amounts which become due under section 2 (following a 'write-off' to your vehicle) to that person or organisation.

Endorsement number 09 - Deleted sections

Any section, or part of a section shown by a number or description in the schedule, does not apply to this insurance.

Guidance notes

An endorsement alters the cover provided by either all or part of your insurance.

An endorsement only applies if the number of the endorsement appears in your schedule under 'Endorsements applicable'.

Endorsement number 10 - Diabetic or epileptic clause

If the person named against this endorsement number is driving any insured vehicle when it is involved in an accident, and the accident is caused or contributed to by the failure of such person to properly carry out any prescribed treatment or report for a medical examination recommended by his or her doctor, the cover we provide for any claim arising out of the accident is limited to the minimum cover needed to meet the relevant law.

Endorsement number 11 - Drinks and drugs clause

If an accident, which happens when the person named against this endorsement number is driving the insured vehicle, results in that person being convicted of an offence involving drink or drugs, or an equivalent offence under the laws of other countries where this insurance provides cover, the cover we provide for that accident is limited to the minimum cover needed to meet the relevant law.

Endorsement number 12 - Driving exclusions

We will not provide any cover while your vehicle is being driven by, or is in the charge of, any person under the age stated against this endorsement number.

Endorsement number 15 - Limited driving exclusion

We will not provide any cover while your vehicle is being driven by, or is in the charge of, any person under the age shown against this endorsement number (other than a person named against this endorsement).

Endorsement number 16 - Individual certificates to apply

An effective certificate of motor insurance, specifying the Registration Mark of the vehicle, has been delivered to you.

Guidance notes

An endorsement alters the cover provided by either all or part of your insurance.

An endorsement only applies if the number of the endorsement appears in your schedule under 'Endorsements applicable'.

Endorsement number 18 - Owner's endorsement

The person or organisation named against this endorsement number owns the vehicle.

Endorsement number 24 - Theft excess

We will not pay the first amount shown in the schedule for any theft claim under section 2 of this document.

The amount shown is on top of any other amount which you may have to pay under this insurance.

Endorsement number 26 - Transfer of interest or change of title

When the new owner of the vehicle has filled in a proposal form, all cover under this insurance is transferred to the person now shown as the insured in the schedule.

Endorsement number 36 - Damage cover for trailers

Section 2 of this document also applies to loss of or damage to any trailer (details of which have been given to us) while it is being used with your vehicle if:

- ▶ you have told us the value of the trailer;
- ▶ we are not liable for loss of or damage to any contents in the trailer; and
- ▶ the trailer is securely parked with the brakes on when it is not attached to your vehicle.

Endorsement number 37 - No claim bonus removed

The 'No claim bonus' section of this document does not apply.

Guidance notes

An endorsement alters the cover provided by either all or part of your insurance.

An endorsement only applies if the number of the endorsement appears in your schedule under 'Endorsements applicable'.

Endorsement number 41 - Fire and theft excess

We will not pay the first amount shown in the schedule for any fire and theft claim made under section 2 of this document.

The amount shown is on top of any other amount which you may have to pay under this insurance.

Endorsement number 42 - 'In all' excess

The young or inexperienced drivers excess shown in section 2 will not apply on top of the excess shown in endorsement number 02 for the person named against this endorsement number.

Endorsement number 99

Wherever this endorsement is shown in the schedule it will refer to an individual endorsement supplied with your schedule or which has already been issued to you.

Guidance notes

An endorsement alters the cover provided by either all or part of your insurance.

An endorsement only applies if the number of the endorsement appears in your schedule under 'Endorsements applicable'.

Equity Red Star

Library House,
New Road
Brentwood,
Essex CM14 4GD

Contact our Private and Public Hire team on:

0845 600 3892
www.equityredstar.co.uk



Administered by Equity Red Star Services Limited an appointed representative of Equity Syndicate Management Limited which is authorised and regulated by the Financial Services Authority. Equity Red Star Services Limited Registered office: Library House, New Road, Brentwood, Essex CM14 4GD.

Registered in England and Wales No: 2661753. Companies of Equity Insurance Group Limited.