

# Public or Private Hire Motor Insurance Policy



# What you should do in the event of an accident

## The law

If **you** have an accident which involves an injury to any person or certain animals, another vehicle or damage to property, **you** must stop. If **you** own the **vehicle you** must give **your** name, address and insurance details to anyone who has a good reason to ask. If **you** do not own the **vehicle you** must also provide the owner's name and address.

If there is an injury and **you** do not give **your** details at the scene, **you** must report the incident to the police within 24 hours.

## At the scene

**Turn on your hazard lights and set up the warning triangle. Make sure you are as visible as possible**

It is important that **you** obtain the following information or material:

- Location of accident.
- Details of all the vehicles involved and registration numbers.
- The names, addresses and telephone numbers of the other drivers and of any witnesses.
- The number of passengers in each vehicle.
- The insurance details of the other drivers.
- Injuries caused.
- Property damaged and extent of damage.
- If a Police Officer attends the incident record his or her name, number and police force.

**Make a rough sketch of the accident scene showing the position of the vehicles before and after the accident. If possible take mobile phone photos of the scene and damage to vehicles.**

**Do not admit that you were to blame.**

**Do not sign anything at the scene.**

## Reporting the Accident

Report the accident immediately to **our**

**CLAIMS HELPLINE on 0500 511001**

and provide **us** with all the information **you** obtained at the scene. This will allow **us** to deal with **your** claim effectively.

## Approved Repairers

If the damage to **your vehicle** is covered and can be repaired **we** will arrange for an approved repairer to contact **you** and:

- They will collect **your vehicle** free of charge.
- After the repair **your vehicle** will be returned to **you** having been cleaned inside and out.
- All work carried out by **our** repairers is guaranteed for 3 years.

If **your vehicle** is not driveable **we** may move **your vehicle** to a safe place while it is waiting to be repaired or disposed of. **You** should remove all **personal belongings**.

## Glass only claims

Contact the Claims Helpline on 0500 511001

Also refer to Section 4 of this policy.

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# Guide to Policy Cover

Comprehensive	Sections 1 to 6 inclusive
Third Party, Fire & Theft.	Sections 2, 3 & 5.
Third Party Only	Sections 3 & 5.

# Contract of Insurance

## Public or Private Hire Motor Insurance Policy

This document is a legally binding contract of insurance between **you** and **us**, Service Insurance Company Ltd. Nobody else has any rights they can enforce under this contract except those rights they have under road traffic law. The Contracts (Rights of Third Parties) Act 1999 does not allow any additional rights under this policy in favour of any third party. The contract is based upon the statements made or information **you** gave **us** in the **proposal form**.

**We** agree to insure **you** under the terms of this contract within the **territorial limits** during the **period of insurance** for which **you** have paid or agreed to pay the premium.

**You** must read this policy, together with the **schedule** and the **certificate of motor insurance**. The **schedule** tells **you** which sections of the policy are in force and any **endorsements** that apply. Please check all three documents carefully to make certain they give **you** the cover **you** want.

## Your right to cancel

**You** have 14 days to decide if this policy meets **your** requirements. If **you** are not satisfied **you** can cancel within 14 days of the policy starting or within 14 days of receiving **your** documents (whichever is the later). **We** will charge a premium for the period **we** have been insuring **you** plus an administration charge of £10.00 plus insurance premium tax. Refer to the General Conditions of the policy for more information on cancellation.

This policy is governed by the law which applies in the part of the United Kingdom in which **you** live, unless otherwise agreed by **you** and **us** before this policy starts.

Service Insurance Company Ltd is licensed by the Financial Services Commission in Gibraltar to carry out insurance business under the Financial Services (Insurance Companies) Act.

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation if **we** cannot meet **our** liabilities under this policy.

Service Underwriting, a trading name of Service Underwriting Agency Ltd., act as **our** administrator in the United Kingdom. It is authorised and regulated by the Financial Conduct Authority.



Steve Tidd  
Authorised Signatory  
Service Insurance Company Limited

## Contact Details

### Service Insurance Company Ltd

1st Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.  
[www.sicl.gi](http://www.sicl.gi). Incorporated in Gibraltar. Company No. 93541.

### Financial Services Commission, Gibraltar

[www.fsc.gi](http://www.fsc.gi)

### Service Underwriting Agency Limited

Eridge House, Linden Close, Tunbridge Wells, TN4 8HH  
[www.serviceinsurancegroup.com](http://www.serviceinsurancegroup.com)  
Registered in England and Wales: Company No 5044350

### The Financial Services Compensation Scheme

[www.fscs.org.uk](http://www.fscs.org.uk)

### Financial Conduct Authority

[www.fca.gov.uk](http://www.fca.gov.uk)

# Definitions

Definitions of words and phrases used in this document are shown in **bold** throughout the policy.

## **We, Our, Us**

Service Insurance Company Ltd.

## **You/Your/The Insured.**

The person named in the **schedule** and **certificate of motor insurance** as the policyholder or **the Insured**.

## **Accessories**

Parts or products specifically designed to be fitted to **your vehicle**, including the manufacturer's standard tool kit and the **vehicles'** safety equipment.

## **Vehicle**

Any motor vehicle described in the **schedule** and for which **we** have issued a **certificate of motor insurance**. This includes **accessories** and spare parts which are fitted to or with the **vehicle**.

## **Certificate of Motor Insurance**

Evidence that **you** have the minimum motor insurance required by law to drive **your vehicle**. It shows who may drive the **vehicle** and what the **vehicle** may be used for.

## **Endorsement**

A clause which alters the insurance cover and will be shown on **your schedule**.

## **Excess**

The amount **you** have to pay towards any claim and shown on **your schedule** or policy section.

## **Insurance Intermediary**

The Insurance Broker, Agent or Adviser who acting on **your** behalf has placed this insurance with **us**.

## **Market Value**

The cost of replacing **your vehicle** with one of a similar type, age and /or condition at the time of loss as assessed by **us**. **We** use guides which refer to vehicle values, engineers and other relevant sources to assess the **market value**.

## **Period of Insurance**

The period of time covered by this insurance as shown in the **schedule** and/or the **certificate of motor insurance**.

## **Proposal Form**

This includes a statement of insurance or statement of fact that shows the information that **you** gave **us**, including information given on **your** behalf and verbal information given by **you**.

## **Road Traffic Act(s)**

The laws which include details of the minimum motor insurance cover needed in the United Kingdom.

## **Schedule**

Confirms details of **you**, the insurance cover provided, the **vehicle** and **excesses** that apply. The **schedule** forms part of the contract of insurance and must be read together with the policy.

## **Territorial Limits**

United Kingdom (Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and transit between any of these countries.)

## **Terrorism**

Terrorism as defined in the Terrorism Act 2000 and any subsequent Acts.

## **Theft**

Any **theft** or attempted **theft** that **you** have reported to the police.

# Section 1

## Accidental Damage

(This section only applies if the cover shown on **your** policy **schedule** is Comprehensive).

### What is covered

We will cover **you** under this section for accidental and malicious damage to **your vehicle** including **accessories** and spare parts which are kept in or on the **vehicle**.

We will also cover:

- Permanently fitted telephone equipment.
- Permanently fitted audio equipment.

We will also cover the following taxi equipment:

- Permanently fitted taxi meter.
- Permanently fitted two-way communication radio used for taxi business purposes.
- Permanently fitted data head equipment used for taxi business purposes.

This is subject to the amount of **excess** shown in the **schedule**. **You** must pay the appropriate **excess** for each claim **you** make.

### What is not covered under Sections 1 & 2

We will not cover:

- The amount of **excess** shown within the **schedule** or as an **endorsement** within the **schedule**.
- Loss or damage to the **vehicle** if it is left unattended and the ignition key or any similar device is left in or on the **vehicle** and/or all doors, windows and other openings have not been closed and locked and/or the **vehicles'** electronic or mechanical devices are set.
- More than £200 (after the deduction of the **excess**) following the **theft** of the keys to **your vehicle** or lock transmitter for replacing the door locks and/or boot lock, ignition /steering lock, the lock transmitter and/or central locking interface.
- Any amount exceeding £1000 for Data Head Equipment
- Any amount exceeding £300 for a permanently fitted Taxi Meter.
- Any amount exceeding £500 for permanently fitted audio equipment unless it is standard equipment for **your vehicle** when built and **you** have comprehensive cover.
- More than £250 for permanently fitted audio equipment unless it is standard equipment for **your vehicle** when built and **you** have third party fire and **theft** cover.
- More than £200 for loss or damage to navigation equipment unless it is standard equipment for **your vehicle** when built.
- Loss of or damage to the Taxi Meter if the Local Authority Seal is broken or tampered with.
- Loss of use of the **vehicle** or any costs incurred which are not directly associated with the incident that caused **you** to claim.
- Wear and tear, depreciation, mechanical, electrical, electronic and computer failures or breakdowns.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Loss of value of the **vehicle** as a result of a repair to it.

# Section 2

## Fire and Theft

### What is covered

**We** will cover **you** under this section for loss or damage to **your vehicle** caused by fire, lightning or explosion, **theft** or attempted **theft** including **accessories** and spare parts which are kept in or on the **vehicle**. **We** will also cover:

- Permanently fitted telephone equipment.
- Permanently fitted audio equipment.
- Permanently fitted taxi meter.

**We** will also cover the following taxi equipment:

- Permanently fitted taxi meter.
- Permanently fitted two-way communication radio used for taxi business purposes.
- Permanently fitted data head equipment used for taxi business purposes.

If the keys to **your vehicle** or lock transmitter are stolen **we** will pay the cost of replacing the door locks and/or boot lock, ignition/steering lock, the lock transmitter and central locking interface provided the location of where the **vehicle** is kept overnight is known to the persons in receipt of the keys or transmitter.

This is subject to the amount of excess shown in the **schedule**. **You** must pay the appropriate **excess** for each claim **you** make.

### What is not covered under Sections 1 & 2 (continued)

- Loss of or damage to the **vehicle** if it is not covered by a valid Department of Transport test certificate (MOT), if one is needed by law.
- Confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- Loss of or damage to **your vehicle** if any person named on the **certificate of motor insurance** is driving under the influence of drink or drugs or any other substance and this is an offence under the driving laws of the country in which the accident happened.
- Damage to **your vehicles'** cooling system caused by freezing liquid.
- Loss of or damage to **your vehicle** caused by a member of **your** family or household or a permitted driver or persons known to **you** taking the **vehicle** without **your** permission.
- Loss of or damage to the contents of the **vehicle** including but not limited to personal effects, mobile telephone, telephones not permanently fitted or money.
- Any repair or replacement part which improves the **vehicle**.
- **Theft** of or attempted **theft** of the **vehicle** unless reported to the police.
- Loss of or damage to the **vehicle** caused deliberately by **you** or by any person driving it with **your** permission.
- Loss or Damage caused by an inappropriate type or grade of fuel being used.
- Loss of or damage to the **vehicle** resulting from fraud or deception.
- Any amount over the manufacturer's latest list price for any part or accessory

## How claims are dealt with under Sections 1 & 2

**We** will at **our** option choose to repair or replace **your vehicle** or settle **your** claim for the amount of the loss or damage. The most **we** will pay will not be more than the **market value** of **your vehicle** at the time of loss less any **excess** shown on **your schedule**. Following the payment for a total loss settlement to **you** the **vehicle** will become **our** property. If the **vehicle** is under hire purchase or leasing agreement, **we** will make any payment for the total loss of **your vehicle** to the hire-purchase or leasing company as appropriate.

When carrying out repairs **our** repairers may fit parts made by other manufacturers they recommend for which they or the manufacturer offer a warranty. If **your vehicle** is damaged and such damage is covered by this policy, **we** will pay the reasonable cost of protecting it and removing it to the nearest repairer and returning it to **you** after repairs have been carried out.



# Section 3

## Liability to Others

### What is covered

This policy covers **you** for **your** legal responsibilities for the death of or injury to any person or damage to their property as a result of:

- **You**, driving the insured **vehicle** **your certificate of motor insurance** shows **you** are covered to drive. This includes towing any trailer, caravan or broken down vehicle. This towing must be allowed by law and the vehicle being towed must be properly attached to **your vehicle**.
- An employer of anyone **you** allow to drive **your vehicle** if their driving and business use on behalf of that employer is covered by the **certificate of motor insurance**. This does not apply if the **vehicle** is owned, leased, or hired to the employer or business partner.
- Any person driving the **vehicle** with **your** permission provided **your certificate of motor insurance** shows he or she is allowed to drive the **vehicle**.

**We** will also provide the same cover to:

- Any passenger travelling in, getting into or out of the **vehicle**.
- Anyone **you** allow to use (but not drive) **your vehicle** for social domestic and pleasure purposes.

In the event of an accident involving a **vehicle** covered by this policy **we** will also pay at **our** discretion reasonable legal costs and expenses **we** have previously agreed in writing relating to:

- Solicitors' fees for representation at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction.
- The defence of a charge of manslaughter or causing death by reckless or dangerous driving providing they relate to a claim resulting from an accident covered by this section.
- Any other legal costs incurred with any accident which may involve legal liability under this insurance.

If anyone insured by this section dies, **we** will extend the cover to which they would have been entitled to their personal representatives.

### Emergency Treatment

We will also pay for emergency treatment charges as set out in the **Road Traffic Acts** resulting from an accident involving any vehicle covered by this policy. If this is the only payment then **your** No Claims Bonus will not be affected.

### What is not covered under Section 3

**We** will not cover:

- Liability for death or injury to any employee of the person insured arising during the course of their employment except where liability is required to be covered by the **Road Traffic Acts**.
- Loss of or damage to property of any person claiming cover under this section.
- Any amount over £5,000,000 for any one claim or series of claims from one event in respect of damage, loss of use or other indirect loss in respect of property.
- Loss, damage or injury caused deliberately by **you** or any person driving the insured **vehicle** with **your** permission.
- Death or injury to the driver or the person in charge of the **vehicle** if the death or injury occurred as a result of that person having driven the **vehicle**.
- Any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at any specific time and place, or except as required by the **Road Traffic Acts**.
- Any person other than **you** if that person is entitled to cover under any other insurance.
- Any damage, loss of use or any other indirect loss in respect of any **vehicle** covered under this section.
- Any damage, loss of use or any other indirect loss to property in the custody or control of **you** or the person claiming indemnity under this section.
- Any damage, loss of use or any other indirect loss of any property being carried by or loaded onto or unloaded from the **insured vehicle**.

# Section 4

## Glass

### What is covered

**We** will cover **you** under this section for damage to **your vehicle's** windscreen or glass windows including scratching to the **vehicle's** bodywork if solely caused by the incident.

Contact our Claims Helpline on 0500 511001.

If **you** do not use **our** nominated specialist whose main business is to provide windscreen replacement and repair services the maximum **we** will pay is £75 after the deduction of the first £60.

If **your vehicle's** windscreen or glass is repaired no **excess** is required.

A claim under this section will not affect **your** no claims bonus.

The maximum number of claims made under this section is two per 12 month policy period and any subsequent claims would be dealt with under Section 1 Accidental Damage.

### What is not covered under Section 4

**We** will not cover:

- Claims for damage to sunroofs, roof panels, lights or reflectors even if they are made of glass.
- The first £60 towards the cost of the replacement glass or windscreen.

# Section 5

## Foreign Use

### What is covered

#### Minimum Cover

While the insured **vehicle** is in:

- Any country which is a member country of The European Union (EU).
- Any country in respect of which the European Commission is satisfied has made arrangements to meet the requirements of Article 8(1) second subparagraph of EU Directive 2009/103/EC relating to civil liabilities arising from use of motor vehicle.

This policy automatically provides the minimum compulsory level of cover **you** need by law in the country concerned. This legal minimum does not include loss of or damage to **your vehicle**.

#### Full Cover within the European Union.

**We** will extend the policy to provide the cover shown in **your schedule** in any country of the EU and also Andorra, Croatia, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland provided:

- **You** notify **us** via **your insurance intermediary** at least 10 days before going abroad.
- Obtain a green card for the period abroad.
- Pay any additional premium as required or agree to any terms that **we** may apply.

This will cover the **vehicle** while it is being transported by rail or sea between any of the countries shown above provided it is not more than 65 hours in duration.

**We** will also pay any customs duty which **you** may have to pay and/or the reasonable cost of delivering **your vehicle** to **your** address in the United Kingdom.

Driving Abroad (refer to page 18)

# Section 6

## Non-motor Public Liability (Comprehensive policies only)

### What is covered

**We** will cover **you** for all **your** legal responsibilities for damages arising directly from **your** business for:

- Accidental injury to any person not employed by **you**.
- Damage to property.

This includes:

- Cost and expenses incurred with **our** written consent.
- Liability arising out of **your** contract with any person, business or organisation or local authority but only to the extent required by the contract conditions and that **we** will conduct and control all claims arising from cover under this section.

### What is not covered under Section 6

**We** will not cover:

- Any amount over £5,000,000 for any one claim or series of claims from one event in respect of injury to any person not employed by **you** or damage, to property.
- The amount of **excess** shown in the schedule.
- Any loss or damage that occurs outside of the United Kingdom or outside the area where **you** are licensed to operate.
- Any injury to any employee.
- Any liability from any vehicle owned, leased, hired or worked upon by **you** or for which **you** are legally responsible.
- Any liability from property and/or premises owned, leased, rented, hired and/or occupied by **you** or for which **you** are legally responsible.
- Any liability arising from any product, food or drink, sold or supplied by **you** or for which **you** are legally responsible.
- Any liability arising from any other business owned and/or operated by **you** whether or not related to **your** business.
- Any liability as a result of a malicious or criminal act.
- Any liability as a result of an attack on a passenger.
- Any liability for loss of or damage to passengers' personal effects or luggage for which **you** are legally responsible.
- Any liability incurred or injury caused by the provision or administration of drugs to a person in **your** care suffering from a known medical condition where **you** have agreed to provide such treatment as part of **your** contract to transport that person.
- Any liability arising from wrongful arrest.
- Punitive or exemplary damages or fines, penalties multiplication of compensatory awards or damages in any other form.

# General Exclusions

These exclusions apply to the whole of the policy.

**Your** insurance does not cover claims arising from any of the following:

## 1 Use of your vehicle

- Any accident, injury, loss or damage while the **insured vehicle** covered by this insurance is being:
- Driven by or in the charge of anyone who is not named in the **certificate of motor insurance** as a permitted driver or is excluded by **endorsement** unless it is with a member of motor trade for servicing or repair.
- Driven by anyone who is disqualified from driving or does not have a valid driving licence or who does not meet the terms, conditions and limitations of either their driving licence or provisional driving licence.
- Driven by or in the charge of any person (including **you**) who **you** know is a provisional licence holder and who is not accompanied by a person aged 21 or over and who has held a full UK or EU licence for at least three years.
- Used for a purpose which is not shown as covered in **your certificate of motor insurance**.
- Used in or on restricted areas of any airport, aerodrome, airfield or military bases including any place where aircraft land and take off, park or move, associated service roads, refuelling areas, ground equipment parking areas, passenger buildings and customs areas. **We** will not pay any claim concerning an aircraft within the boundary of the airport or airfield.
- Used in an unsafe condition or while carrying an insecure load.

## 2 Contracts

Any liability **you** accept under an agreement or contract unless **you** would have been liable anyway.

## 3 War, hostilities and terrorism

Any accidental loss, damage, injury or legal liability caused directly or indirectly by:

- War, invasion, hostilities (whether war is declared or not), civil war, revolution, act of foreign enemy, insurrection, rebellion, coup, military or usurped power or any similar event except where **we** need to provide cover to meet the requirements of the **Road Traffic Acts**.
- Any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss except where **we** need to provide cover to meet the requirements of the **Road Traffic Acts**.

## 4 Earthquake, radioactivity, pressure waves, dangerous goods and riot

Direct or indirect loss, damaged to or liability caused by or arising from:

- Ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste from burning nuclear fuel.
- Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear material or any part of it.
- Pressure waves caused by aircraft or other flying object.
- Earthquake.
- Riot or civil commotion occurring in Northern Ireland or outside of the United Kingdom, the Isle of Man or the Channel Islands except where **we** need to provide cover to meet the minimum insurance required by the relevant law.
- Carrying any dangerous substances or goods for which **you** need a police licence for (except where **we** need to provide cover to meet the minimum insurance required by the relevant law).

## 5 Proceedings outside the territorial limits

Any decision or action of a court which is outside the **territorial limits** unless the proceedings are brought or judgment is given by a court of a country for which minimum compulsory insurance is provided by this policy, or to which **we** have agreed to extend the policy cover and for which **we** have received the necessary additional premium.

## 6 Fraud

If **you**, or anyone acting for **you**, makes a claim under the policy knowing the claim to be false, fraudulently inflated or supported by fraudulent documentation, or if loss, damage or injury is caused by **your** wilful act or with **your** connivance, all cover and premium will be forfeited. **We** may also involve the relevant authorities to bring criminal proceedings.

## 7 Imported Vehicles

Any motor **vehicle** which was manufactured outside the United Kingdom and imported, other than through the manufacturers normal import arrangements.

## 8 Other Insurance

Any loss or damage or liability that is also covered by any other insurance policy.

## General Exclusions (continued)

### 9 Travel outside the United Kingdom

Any loss or damage or liability that occurs outside of the countries shown under Section 5 unless **you** have paid an additional premium where required by **us** to extend **your** cover.

### 10 Track use, rallies and competitions

While **your vehicle** is being used for racing, pacemaking, speed testing, competitions, rallies, trials or track events or use on a de-restricted toll road including the Nurburgring Nordschleife.

# General Conditions

These conditions apply to the whole of the policy.

## 1 Notification of claims

As soon as possible after any incident which might lead to a claim under this policy, **you** should telephone **our** Claims Helpline on 0500 511001 to tell **us** about it. **You** must send **us** any letter, claim, writ or summons as soon as **you** receive it unanswered. **You** must also let **us** know immediately if **you** or **your** legal advisors become aware of any prosecution, inquest or fatal accident enquiry which might be covered under this policy.

**You** or any other person claiming under this policy must not negotiate, admit fault, offer to pay or settle any claim unless **you** have written permission from **us**.

## 2 Dealing with claims

**We** will be entitled to:

- Take over and carry out the defence or settlement of any claims in **your** name or that of any other person insured by this policy.
- Take proceedings in **your** name or that of any other person insured by this policy, to get back any money **we** have paid.
- Any information and help **we** need from **you** or any other person insured by this policy.

## 3 Looking after your vehicle

Anyone covered by this policy must take all reasonable steps to keep the **vehicle** in a roadworthy condition and to protect it from loss or damage and allow **us** to examine it at any reasonable time.

## 4 Keeping to the policy terms

**We** will provide the cover described in this policy only if:

- Any person claiming cover has kept to all its terms and conditions, as far as they apply, and
- All the information **you** have given us and upon which the contract is based is correct and complete.

## 5 Compulsory insurance

If under the laws of any country in which this policy applies, **we** have to make payments which, but for that law, would not be covered by this policy, **you** must repay the amount to **us**. **You** or the person who caused the accident must also repay **us** any money **we** have to pay because of any agreement with the Motor Insurers Bureau.

## 6 Cancellation

### Cancelling your policy within first 14 days.

If the policy period is more than 30 days, **you** have 14 days to decide if this policy meets **your** requirements. If **you** are not satisfied **you** can cancel within 14 days of the policy starting or within 14 days of receiving **your** documents (whichever is the later). **We** will charge a premium for the period **we** have been insuring **you** plus an administration charge of £10.00 plus insurance premium tax.

### Cancelling you policy after 14 days.

**You** can cancel **your** policy at any time by returning **your certificate of motor Insurance** or where it has been delivered to **you** electronically **you** are required to sign and date a Statutory Declaration that the policy has been cancelled. If no claims have been made in the current **period of insurance we** will refund any premium paid less a charge for the number of days for which cover has been given and an administration fee.

**We** will not refund any premium paid if **you** have made a claim or if one has been made against **you** or the policy period is less than 3 months.

### Compulsory cancellation.

**We** or **your insurance intermediary** may cancel this insurance by sending 7 days notice in writing to **you** at **your** last known address. If no claims have been made in the current **period of insurance we** will refund any premium paid less a charge for the number of days for which cover has been given. **We** will not refund any premium paid if **you** have made a claim or if one has been made against **you**.

In all instances of cancellation, **you** will be required to return **your certificate of motor insurance** or where it has been delivered to **you** electronically, **you** are required to sign and date a Statutory Declaration that the policy has been cancelled. **No refund of premium will be given unless the certificate of motor insurance or a declaration has been received.**

## General Conditions (continued)

If **you** pay the premium by instalments and there is a default in the payments **we** or **your insurance intermediary** may cancel the policy giving **you** 7 days notice of cancellation in writing to **your** last known address. If a claim has arisen during the current period the full annual premium will be due. If a total loss claim is settled under Section 1 or 2 any outstanding premium may be deducted from the claims settlement.



# Data Protection

## Sharing Information

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Databases Services Ltd (IDS Ltd), and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help **us** check information provided and also to prevent fraudulent claims. When **we** deal with **your** request for insurance, **we** may search the register(s). When **you** tell us about an incident which may or may not give rise to a claim, **we** will pass information relating to it to the register(s). **You** can ask for more information about this. **You** should show this notice to anyone who has an interest in the vehicles insured under the policy.

## Motor Insurance Database – Continuous Insurance Enforcement (CIE)

Information relating to **your** policy will be added to the Motor Insurance Database (“MID”) managed by the Motor Insurance 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.
- Continuous Insurance Enforcement.
- Law enforcement (prevention, detection, apprehension and or prosecution of offenders).
- 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, EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information.

Persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain information which is held on the MID.

It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on MID **you** are at risk of having **your** vehicle seized by the Police. **You** can check that **your** correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com).

## Notice under the Data Protection Act 1998 & Gibraltar Data Protection Act 2004.

By taking out this Motor Policy **you** agree that **we**, and any company in the same group as **us**, may keep information about **you** and **your** Motor Policy. Any such information may be used to process **your** application, administer **your** motor policy or any subsequent claim **you** may make. **You** may request details of the information **we** hold about **you** at any time. **We** will be data controllers for the purpose of the Act and will be responsible for the processing of **your** data.

**We** do not disclose **your** information to anyone outside the Group except where **we** have **your** permission; or where **we** are required or permitted to do so by law; or to credit reference and fraud prevention agencies and other companies that provide a service to **us** or **you** or where **we** may transfer rights and obligations under this agreement.

**You** may request details of the information **we** hold about you at any time. Please write to the Data Protection Officer, Service Underwriting Agency Ltd, Eridge House, Linden Close, Tunbridge Wells, Kent TN4 8HH. A fee may be payable.

## Important Customer Information

We recommend that **you** keep a record of all information (including copies of letters) sent to **us** or to **your insurance intermediary** when taking out this insurance.

In order to understand the extent of **your** cover, please read this policy together with the **schedule** and the **certificate of motor insurance**.

If **you** have any questions, or the cover does not meet **your** needs or any of the details are incorrect **you** should notify **your insurance intermediary**.

**You** are obliged to keep your policy up to date, please tell **your insurance intermediary** immediately about changes which affect **your** insurance.

Some examples are:

- A change of vehicle.
- **You** wish to change the drivers on the policy.  
Someone who drives the **vehicle** receives a motoring conviction or criminal conviction or has a claim on another policy.
- Someone who drives the **vehicle** is diagnosed with a medical condition.
- The **vehicle** is changed from the manufacturer's standard specification.
- A change of occupation by **you** or any other driver.
- A change of address or where the **vehicle** is kept overnight.
- A change of area where **you** are licensed to operate as a taxi driver.
- A change in the use of the **vehicle**.
- The **vehicle** is involved in an accident
- Where a driver has had a change of licence e.g. a learner driver passes their test and obtains a full licence.

If **you** do not tell **us** about changes, **your** insurance may not cover **you** fully or at all. An administration fee is charged for any amendment to this insurance.

## What to do if you have a complaint

We aim to provide **you** with the high standard of service **you** have the right to expect. If **we** fall below this standard or **you** are unhappy with any aspect of **our** service please follow the steps below to ensure **your** complaint is dealt with as quickly as possible.

Please write to The Complaints Department, Service Underwriting Agency Ltd, Eridge House, Linden Close, Tunbridge Wells, Kent TN4 8HH quoting **your** policy number and give full details of **your** complaint.

Service Underwriting Agency Ltd is authorised to issue a final response to **your** complaint but where appropriate the final response may be issued by **us**.

Should **you** remain dissatisfied having received a final response, **you** may be able to take **your** complaint to The Financial Ombudsman Service (FOS) if it is appropriate in the circumstances of **your** complaint. Their address is The Financial Ombudsman, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

## Driving Abroad (Refer to Section 5)

All insurance documentation should be taken with **you**, including **your certificate of motor insurance, your schedule, and your motor insurance policy.**

This Insurance also applies throughout the European Union and in Liechtenstein, Norway, Iceland, Croatia and Switzerland and provides the minimum cover required by law in each of the above countries.

Esso ha validita in tutta l'Unione Europea, in Liechtenstein, Norvegia, Islanda, Croazia e Svizzera e garantisce la copertura minima richiesta per legge in ciascuno dei Paesi summenzionati.

Cette assurance est également valable dans toute l'Union européenne et dans le Liechtenstein, en Norvège, en Islande, en Croatie et en Suisse. Elle sonne le droit à la couverture minimum exigée par la loi en vigueur dans les pays susnommés.

Este Seguro se aplica también en toda la Unión Europea y en Liechtenstein, Noruega, Islandia, Croacia y Suiza. Este Seguro da la cobertura mínima exigida por la ley en cada uno de los países antedichos.

Die Versicherung gilt für alle Länder der Europäischen Union sowie für Liechtenstein, Norwegen, Island, Kroatien und die Schweiz und gewährt in all diesen Ländern den gesetzlich erforderlichen Mindest-Versicherungsschutz.

Insurer: Service Insurance Company Ltd  
1st Floor, Grand Ocean Plaza  
Ocean Village  
Gibraltar  
Licenced by the Financial Services Commission in Gibraltar to carry out insurance business under the Financial Services (Insurance Companies) Act.  
Incorporated in Gibraltar. Company No: 93541

UK Administrator Service Underwriting Agency Ltd  
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Tunbridge Wells  
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