

<b>Introduction</b>	<b>2</b>
<b>Definitions</b>	<b>3</b>
<b>Guide to Your Policy Cover</b>	<b>5</b>
<b>Section 1</b>	
Legal Liability to Third Parties	<b>6</b>
<b>Section 2</b>	
Loss of or Damage to Your Vehicle	<b>9</b>
<b>Section 3</b>	
Trailers and Disabled Vehicles	<b>12</b>
<b>Section 4</b>	
Service or Repair	<b>13</b>
<b>Section 5</b>	
Right of Recovery	<b>13</b>
<b>Section 6</b>	
Geographical Limits and European Travel	<b>14</b>
<b>Section 7</b>	
No Claims Discount when You Renew	<b>16</b>
<b>Section 8</b>	
General Exclusions	<b>18</b>
<b>Section 9</b>	
Policy Conditions	<b>21</b>
<b>Endorsements</b>	<b>25</b>
<b>Telling Us About Changes</b>	<b>29</b>
<b>Making Yourself Heard</b>	<b>30</b>
<b>Data Protection</b>	<b>32</b>

# Taxi Insurance

Policy Document



## Introduction

Welcome to your policy. This document and any endorsements that are included in it sets out the rights and responsibilities of both you, and us.

The insurer with which your contract will be concluded is AXA Insurance Limited which is established in Ireland. Both you and we can choose the law applicable to the contract. We propose that the law of Northern Ireland will apply.

The cover you have bought has many benefits to provide you with peace of mind. However, as with all insurance contracts, there will be circumstances where cover will not apply. These are detailed in this document.

Please read your policy carefully and keep it in a safe place.

Your Policy is in four parts:

- The statement of fact and declaration
- The policy wording in this booklet
- The schedule which has details of you, the vehicle, the cover and the period of insurance
- The current Certificate of Motor Insurance which gives details of who may drive and the purpose for which the vehicle may be used.

In return for having received and accepted your first premium and any further premium we may require, AXA Insurance Limited (called "The Company") will provide insurance as described in the following pages for, injury, loss or damage happening during the period of insurance or any subsequent period which may be agreed anywhere in Northern Ireland, Republic of Ireland, Great Britain, the Isle of Man or the Channel Islands or in transit by sea between any ports therein.

On behalf of AXA Insurance Limited

John O'Neill  
Chief Executive  
AXA Insurance Limited

Reg. No. 136155  
Reg. Office: Wolfe Tone House, Wolfe Tone Street,  
Dublin 1.

## Definitions

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Certain words in this Policy have special meanings. They are explained below.

### **Approved Repairer**

A network of approved repairers who can be contacted through Your local AXA Office.

### **Certificate of Insurance**

A document showing that Your Policy meets the legal requirements for insuring motor vehicles (the Road Traffic Acts).

### **Claim or Accident**

An event which is insured under this Policy.

### **Endorsement**

A wording which changes the Insurance in the printed Policy.

### **Green Card**

An International insurance certificate.

### **Insure, Insurance**

Pay for legal Liability, loss or damage as defined in this Policy.

### **Liability, Liable**

A legal responsibility to compensate others.

### **Market Value**

The cost of replacing Your Vehicle with one of similar make, model and condition.

### **Statement of Fact**

The completed Statement of Fact and any other information given to Us by You or on Your behalf.

**Renewal**

Extending the original period of insurance.

**Schedule**

This is issued with Your Policy booklet and shows details of Your Vehicle, the premium, Policy Cover and any operative Endorsements which apply.

**Third Party**

You and We are the first and second parties to this contract. Anyone else is a Third Party.

**We, Us, Our**

AXA Insurance Limited.

**You, Your**

The person shown in the Schedule as the Policyholder.

**Your Vehicle**

The vehicle described in the Schedule.

## Guide to Your Policy Cover

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The Policy Cover is shown in the Schedule.

The **COVER** means:

- **COMPREHENSIVE**

All Sections of the Policy apply.

- **THIRD PARTY FIRE AND THEFT**

All Sections of the Policy apply, but

Section 2 only applies to loss or damage caused directly by fire, self-ignition, lightning, explosion, theft or attempted theft.

- **THIRD PARTY**

All Sections of the Policy apply, EXCEPT Section 2

The schedule also shows what endorsements, if any, apply to the policy.

## **Legal Liability to Third Parties**

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### **What the Insurance Covers**

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We will insure against legal liability

- for death of or bodily injury to anyone; and
- for damage to property. We will not pay more than £5,000,000 (excluding legal costs) for any one claim, or number of claims arising out of one event

resulting from any Accident involving Your Vehicle, or loading or unloading Your Vehicle.

### **Vehicles which are insured**

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- Your Vehicle;
- Any trailer or disabled mechanically-propelled vehicle attached to Your Vehicle.

### **Driving other Cars**

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We will insure under this Section the driving by you, of any motor car not belonging to you or hired to you under a hire purchase agreement, provided that:

- The use of the car is covered on the Certificate of Motor Insurance.
- The car is not owned by your employer or hired to him/her under a hire purchase agreement.

### **Who is Insured under this Section**

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You and the following people are Insured under this Section:

- Anyone allowed by the Certificate of Insurance to drive Your Vehicle.
- Anyone, other than the driver, who, at your request, is in, getting into, or out of Your Vehicle.

If anyone Insured under this section dies, We will continue to provide Insurance for the estate of that person for any liabilities incurred that are covered by the Policy.

## Costs and Expenses

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For any event where We provide Insurance under this Section, We will pay:

- solicitors' fees to represent anyone insured under this Section at a Coroner's Inquest or Fatal Accident inquiry;
- for the defence in any Court of Summary Jurisdiction;
- (if You ask Us) the cost of legal services to defend a charge of manslaughter or causing death by reckless driving; and
- any other costs and expenses which We agree in writing.

## Emergency Treatment

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We will also pay for any Emergency Treatment fees required by the Road Traffic Acts.

## What is not Covered

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**We will not provide Insurance under this Section:**

- **If the person claiming knows that the driver at the time of the Accident has never held a licence to drive the vehicle, or is disqualified from having such a licence.**
- **For death of or bodily injury to anyone which arises out of and is in the course of that person's employment by the person claiming except where it is necessary to meet the requirements of the Road Traffic Acts.**
- **For loss of or damage to property owned by or in care of the person claiming, or being carried in or on Your Vehicle.**
- **For loss of or damage to Your Vehicle.**

- For death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of Your Vehicle by anyone other than the driver or attendant of Your Vehicle.
- To anyone other than You who can claim under any other policy.
- To anyone who does not keep to the terms of this Policy as far as they can apply.

## Loss of or Damage to Your Vehicle

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### What the Insurance covers

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If your Vehicle is lost or damaged We will choose whether to repair it, replace it, or pay in cash the cost of the loss or damage.

The most We will pay is the Market Value of Your Vehicle and its fitted accessories and spare parts in or on Your Vehicle at the time of the loss or damage. We will not pay more than Your estimate of value shown in the Schedule.

### Your Contribution (Excess)

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You must pay £250 towards all claims (other than windscreen claims) if your Vehicle is lost or damaged.

Your schedule will show if you have windscreen cover. No excess will apply if you use Autoglass. Otherwise, a £50 excess will apply.

### Ownership

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If We know Your Vehicle is owned by someone other than You, We will make any cash payment for a claim under this Section to the legal owner of the vehicle. We will take the owner's receipt as settling the claim in full.

### Recovery and Redelivery

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If Your Vehicle is disabled as the result of loss or damage Insured under this Section We will pay the reasonable costs of:

- protecting it and moving it to the nearest repairers; and
- returning it to You after repair to any address You wish. This is as long as the cost is no more than it would be if We delivered it to Your address shown in the Schedule.

## What is not Covered

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We will not pay for:

- loss or damage arising from theft or attempted theft while the ignition keys are left in or on your vehicle.
- any depreciation in the Market Value of Your Vehicle following its repair, the cost of which is the subject of a Claim under this Section;
- loss of use of Your Vehicle;
- depreciation;
- wear and tear;
- mechanical or electrical
  - breakdowns
  - failures
  - breakages;
- damage to tyres caused by braking, punctures, cuts or bursts;
- loss where property is obtained or attempted to be obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason;
- loss or damage to the vehicle where possession is obtained by fraud, trick or false pretence;
- loss resulting from repossession of the vehicle or restitution to its rightful owner.
- loss or damage to any two way radio system.
- more than £500 for loss or damage to the vehicle audio system or car telephone and its fittings unless the equipment was fitted by the manufacturer or authorised dealer in accordance with their standard specification for the vehicle.

## Date Recognition Exclusion Clause

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We will not pay for damage to or loss of any computer or other equipment, data processing service product, microchip, micro processor, integrated circuit, embedded chip or similar device, computer software program or process, or any other electronic system caused by failure to:

- correctly recognise any date as its true calendar date.
- capture save or retain and/or correctly manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date.
- capture save or retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save or retain or correctly to process such data.

## Repairs to Your Vehicle

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If the damage to Your Vehicle is insured by this Policy then to allow Us to authorise repairs as quickly as possible You should:

- telephone us on 0845 399 0400 or your insurance advisor to provide full details of the Claim;
- take your Vehicle to an Approved Repairer (We will advise you of their address) or when the vehicle is not able to be driven We will arrange for it to be moved to their premises;
- if requested by us sign and return to us a fully completed Claim form.

## **Trailers and Disabled Vehicles**

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### **We will insure**

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Your Liability under Section 1 of this Policy for any trailer, caravan or disabled mechanically-propelled vehicle attached to Your Vehicle.

### **What is not covered**

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**We will not provide Insurance under this Section:**

- **When a trailer is attached to any vehicle other than Your Vehicle.**
- **If Your Vehicle is towing a greater number of trailers in all than is allowed by law.**
- **If Your Vehicle is towing a disabled or mechanically-propelled vehicle/trailer or caravan for hire or reward.**
- **For loss of or damage to any disabled mechanically-propelled vehicle or trailer or caravan.**
- **For loss of or damage to any property being carried in or on any trailer or disabled mechanically-propelled vehicle or caravan.**
- **For death, injury or damage because of operating any mobile plant trailer as a tool of trade except where it is necessary to meet the requirements of the Road Traffic Acts.**