

## Follow the instructions below after you have had an accident:

**YOU:** Do not discuss or accept responsibility at the scene.

**YOU:** Always take pictures of the accident if safe to do so (does your phone have a camera?).

**YOU:** Collect any witness contact details including their mobile number and or police officer details.

**OTHER DRIVER:** Exchange contact and Insurance details.

### ALWAYS ASK FOR A MOBILE NUMBER!

YOU: Call this Claimsline number 0845 371 0695\* now!

If there is an injury or you are unable to exchange details at the scene you must report the matter to the police within 24 hours.

ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. ARAG plc is authorised to administer this insurance on behalf of the Insurer Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof). Brit Syndicates Limited, the managing agent for Brit Syndicate 2987 at Lloyd's, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

This can be checked by visiting the FCA website at www.fca.org.uk/register or by contacting the FCA on 0800 111 6768 (freephone), or 0300 500 8082.

What happens if the Insurer cannot meet its liabilities

The Insurer is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the Insurer cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

## **key**facts

Significant Features & Benefits	Significant exclusions or limitations	Policy section
The Insurer will pay the Insured's Legal Costs & Expenses up to £100,000 including the cost of appeals for claims reported during the Period of Insurance for the following.	The claim is always more likely to be successful than not, and is reported to Us immediately after first becoming aware of the circumstances.	3) Your Policy Cover
	The Insured always agrees to use the Appointed Advisor nominated by Us, prior to the issue of proceedings or in any claim falling under the jurisdiction of the Small Claims Court.	4) Your Policy Cover
UNINSURED LOSS RECOVERY We will cover an event that causes damage to Your vehicle and/or personal property in or on it.		
PERSONAL INJURY We will cover an event causing death or personal injury to any driver or passenger whilst in or on an Insured vehicle.		
	Territorial Limit: The United Kingdom, Channel Islands, Isle of Man and countries in the EU, Norway and Switzerland.	Meaning of Words & Terms
	Period of Insurance: Unless otherwise agreed the Period of Insurance shall be for twelve months.	Meaning of Words & Terms

## Head office and registered office:

Proximo Ltd. | Park House | Chantry Court | Sovereign Way Chester | CH1 4QN

Telephone 0870 942 9422\* | Fax 0870 942 9423\*

www.proximo.co.uk

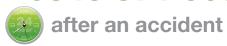
Registered in England & Wales. Company number 04601376. Proximo Ltd is Authorised and Regulated by the Financial Conduct Authority. This can be checked by visiting the FCA website at www.fca.org.uk/register or by contacting the FCA on 0800 111 6768 (freephone), or 0300 500 8082. "Calls to 0870 or this 0845 number will cost 13p and 3p per minute respectively plus your phone company's Access Charge.

# greenlight taxi

## policy document



call 0845 371 0695\*





24/7 Claimsline • Replacement Vehicle • Personal Injury Cover Recovery of Policy Excess • Recovery of Uninsured Losses





#### GREENLIGHT TAXI POLICY DOCUMENT

Following an Insured Event the Insurer will pay the Insured's Legal Costs & Expenses up to the Limit of Indemnity, including the cost of appeals

- 1) You have paid the insurance premium,
- 2) the Insured Event occurs within the Territorial Limit
- always has Reasonable Prospects of Success
- is reported to Us
- during the Period of Insurance
- immediately after the Insured first becomes aware of circumstances which could give rise to a claim under this policy

4) the Insured always agrees to use the Appointed Advisor nominated by Us in any claim

- falling under the jurisdiction of the Small Claims Court, and/or
- prior to the issue of proceedings

5) any proceedings or hearing are dealt with by a Court or any other body that We agree to, in the Territorial Limit

6) the Insured enters into a Conditional Fee Agreement (unless the Appointed Advisor has entered into a Collective Conditional Fee Agreement) where legally

### **INSURED EVENTS**

1) Uninsured Loss Recovery

An event causing damage to the Insured Vehicle and/or personal property in or on it

## 2) Personal Injury

An event causing the Insured personal injury whilst in or on an Insured Vehicle

#### WHAT IS NOT INSURED BY THIS POLICY

You are not covered for any claim arising from or relating to:-

- 1. Legal Costs & Expenses incurred before We accept a claim

4. any event occurring prior to the inception of the policy, and which the Insured knew or ought reasonably to have known could give rise to a claim under this policy

- 5. fines, penalties or compensation
- 6. a dispute with Us or the Insurer not dealt with under Condition 6
- 7. Group Litigation Orders

8. a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel:

b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component there of

c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

d) pressure waves from aircrafts or other aerial devices travelling at sonic or

e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the Insurer alleges that by reason of this exclusion any liability or loss is not covered by this Policy, the burden of proving the contrary shall be upon the Insured;

#### CONDITIONS WHICH APPLY TO THE WHOLE POLICY

Failure to keep to any of these conditions it may lead the Insurer to cancel Your policy, refuse a claim or withdraw from an ongoing claim. The Insurer also reserves the right to recover Legal Costs & Expenses from the Insured should this occur

1. The Insured's Responsibilities

An Insured must

a) observe and keep to the terms of the policy

b) not do anything that hinders Us or the Appointed Advisor

c) tell immediately after You first become aware of any cause, event or

circumstances which could give rise to a claim under this policy d) tell Us immediately of anything that may materially alter Our assessment of the claim

e) cooperate fully with the Appointed Advisor and Us. give the Appointed Advisor any instructions We require and keep them updated with progress of the claim

f) provide Us with everything We need to help Us handle the claim g) take reasonable steps to recover Legal Costs & Expenses that the Insurer pays and pay to the Insurer all costs that are recovered should these be paid

h) tell the Appointed Advisor to have the Legal Costs & Expenses assessed or audited if We require

i) minimise any Legal Costs & Expenses and try to prevent anything happening that may cause a claim

i) allow the Insurer at any time to take over and conduct in the Insured's name any claim, proceedings or investigation

#### 2. The Appointed Advisor

a) In certain circumstances as set out in 2 c) below the Insured may choose an Appointed Advisor. In all other cases no such right exists and We shall choose

b) Where the Insured wishes to exercise their right to choose, they should write to Us with their nominated representative's name and address. The Insured's chosen Appointed Advisor must agree to act under Our standard terms of business and cooperate with Us at all times. If We disagree over the appointment of an Appointed Advisor then We will agree for another suitably qualified person to decide the matter

c) If We agree to start legal proceedings and the court requires any representative to be legally qualified, or there is a conflict of interest, the Insured may choose a suitably qualified Appointed Advisor. The right of the Insured to choose never applies to Small Claims Court claims unless there is

d) If the Appointed Advisor refuses to continue acting for the Insured with good reason, the Insured dismisses the Appointed Advisor without good reason, or the Insured withdraws from the claim without Our written agreement, cover will end immediately unless We agree to appoint another Appointed Advisor. e) The Appointed Advisor enters into a Conditional Fee Agreement (unless the Appointed Advisor has entered into a Collective Conditional Fee Agreement) where legally permitted.

#### 3. Our Consent

We must give Our written consent to the Insured to incur any Legal Costs & Expenses. The Insurer does not accept any liability for Legal Costs & Expenses incurred without Our written consent.

#### 4. Settlement

a) The Insurer has the right to settle the claim by paying the value of Your claim b) The Insured must not negotiate, settle the claim or agree to pay any Legal Costs & Expenses incurred without Our agreement

c) If the Insured refuses to settle the claim following

(i) a reasonable offer, or

(ii) advice to do so from the Appointed Advisor

the Insurer may refuse to pay further Legal Costs & Expenses

We may require the Insured to obtain and pay for an opinion from counsel regarding the merits or value of the claim. If the opinion supports the Insured then the Insurer will pay for the opinion.

If there is a dispute between the Insured and Us about the handling of a claim or the choice of an Appointed Advisor, the matter will be referred to a suitably qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred. If We fail to agree on a suitable person We will ask the president of the relevant Law Society to nominate.

#### 7. Fraudulent Claims

If the Insured makes any claim under the policy which is fraudulent or false. the policy shall become void and all benefit under this policy will be forfeited including the premium.

## 8. Cancellation

a) You may cancel the policy within 14 days of the date of issue of this policy with a full refund of the insurance premium paid provided an Insured has not made a claim which has been accepted.

b) You may cancel this policy at any time by giving at least 21 days' written notice to Us or Proximo. The Insurer will refund part of the premium for the unexpired period unless the Insured has notified a claim which has been or is subsequently accepted under this Policy in which case no return of premium

c) Where there is a valid reason for doing so, the Insurer has the right to cancel the policy at any time by giving at least 21 days written notice to You/the Insured. The Insurer will refund part of the premium for the unexpired term. We will set out the reason for cancellation in writing. Valid reasons may include but are not limited to

i) where the party claiming under this policy fails to co-operate with or provide information to Us or the Appointed Advisor in a way that materially affects Our ability to process a claim, or Our ability to defend the Insurer's interests ii) where the party claiming under this policy uses threatening or abusive behaviour or language, or intimidation or bullying of Our staff or suppliers iii) where We reasonably suspect fraud.

#### 9. Acts of Parliament & Jurisdiction

All Acts of Parliament within the policy shall include equivalent legislation in Scotland. Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation. This policy will be governed by English Law

#### 10. Data Protection Act

It is agreed by the Insured that any information provided to Us &/or the Insurer regarding the Insured will be processed by Us &/or the Insurer, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

### 11. Contracts (Rights of Third Parties) Act 1999

A person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

#### MEANING OF WORDS & TERMS

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

## Appointed Advisor

The solicitor or other advisor appointed by Us to act on behalf of the Insured.

### Conditional Fee Agreement

A legally enforceable agreement entered into between the Insured and Appointed Advisor for paying their professional fees on the basis of 100% "no-win no-fee".

### Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the Appointed Advisor and Us to pay his or her professional fees on the basis of 100% "no-win no-fee".

## Insured

You and any driver or passenger in or on the Insured Vehicle with Your permission.

### Insured Vehicle

The vehicle specified in Your motor insurance policy and any trailer or caravan attached to it

Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof)

#### Legal Costs & Expenses

1) In respect of all Insured Events

a) Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis and agreed in advance by Us or in accordance with the Predictable Costs scheme if applicable

b) Other side's costs incurred in civil claims, where the Insured has been ordered to pay them or pay's them with Our agreement. The Predictable Costs scheme applies to any road traffic accident occurring where damages of less than £10,000 are negotiated prior to the issue of proceedings.

## Limit of Indemnity

£100,000 which shall be the maximum Legal Costs & Expenses payable by the Insurer in respect of all claims related by time or original cause.

#### Period of Insurance

The period as shown in the policy to which this Policy attaches

#### Reasonable Prospects of Success

In all claims including an appeal where the Insured has a greater than 50% chance of successfully pursuing the claim or defending an appeal. If the Insured is seeking damages or compensation, there must also be a greater than 50% chance of enforcing any Judgment that might be obtained.

#### Small Claims Court

A court in England & Wales that hears a claim falling under the Small Claims Track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999: a court in Scotland that uses the small claims procedure as set out by the Act of Sederunt (Small Claims) Rules 2002, or the equivalent jurisdiction in the United Kingdom where the policy applies.

The United Kingdom, Channel Islands, Isle of Man and countries in the European Union, Norway and Switzerland.

ARAG plc who are authorised under a binding authority agreement to administer this insurance on behalf of the Insurer. Brit Syndicate 2987 at Lloyd's &/or Proximo Ltd who are acting as a claims handling agent on behalf of ARAG plc.

The person(s) named in the Schedule to which this policy attaches

#### COMPLAINTS

ARAG is committed to providing a first class service at all times. However, if a complaint arises, please contact Us using the number You rang to report Your claim. The staff handling Your claim should be able to resolve it. If in the course of those discussions it becomes clear that the matter has not been resolved to Your satisfaction, details of Your complaint will be passed to Our Customer Relations Department where We will arrange to have it reviewed at the appropriate level. We will also contact You to let You know that We are reviewing Your complaint.

Alternatively. You can contact Our Customer Relations Department directly: We can be reached in the following ways:

0117 917 1561 (hours of operation are 9am-5pm. Mondays to Fridays excluding bank holidays. For Our mutual protection and training purposes, calls

customerrelations@arag.co.uk

ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Should You remain dissatisfied You can pursue Your complaint further with Lloyd's. They can be reached in the following ways: 020 7327 5693. Fax: 020 7327 5225 complaints@llovds.com

Policyholder & Market Assistance, Market Services, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent ME4 4RN

If Lloyd's is not able to resolve the complaint to Your satisfaction then You can

refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at: 0800 023 4 567 or 0300 123 9 123 complaint.info@financial-ombudsman.org.uk Financial Ombudsman Service, Exchange Tower, London, E14 9SR The FOS's decision is binding upon the Insurer, but You are free to reject it without affecting Your legal rights.

Access Char

If there is an injury or You are unable scene You must report the matter to

to exchange details at the the police within 24 hours.

r phone

Call

l this

Claimsline number

0845

371

0695\*

, now!

Calls to this 0845 number

OITHERDRIVER Exchange contact and ALWAYS ASK FOR A MOBILE NUMBER

Insurance details

an accident

proximo

Collect any witness mobile number and Always take pictures of the (does Your phone have a s contact details i d or police officer of the the accident if sa camera?). including their safe ₽ ф

Remove the card above and place in the glove box compartment of Your car. If You have an accident follow the guide and phone Proximo.

officer details

