



**Taxi Roadside Assistance
Policy Summary
& Full Policy Wording**



Taxi Roadside Assistance Policy Summary

This policy summary does not contain full details on the limits, conditions or exclusions of the insurance cover. For full details of the insurance cover, please read the full policy wording in this booklet.

INSURER

Your breakdown cover is provided by Britannia Rescue and is underwritten by Liverpool Victoria Insurance Company Limited.

TYPE OF COVER

UK Recovery – Will provide breakdown and recovery assistance if you breakdown more than a quarter of a mile from the home address or normal place of garaging. Recovery will be to a garage or destination of your choice.

HOW TO OBTAIN ASSISTANCE

Please call 0800 023 2755
For textphone please dial 18001 first.

COVER BENEFITS

Recovery:

We will try to repair any fault at the roadside if your vehicle breaks down or fails to start more than a quarter of a mile from your home address or normal place of garaging. If we cannot repair your vehicle at the roadside we will take your vehicle, you and up to 7 non fee paying passengers to a suitable place of repair or to a destination of your choice if we cannot repair your vehicle by the end of the day on which the breakdown occurred.

Caravan & Trailer Assistance:

Any caravans or trailers attached to your vehicle at the time of a breakdown will be recovered with your vehicle. Caravans or trailers attached to vehicles following a request for assistance at the normal place of garaging will not be recovered.

Message Relay Service:

We can inform friends, family or business associates of any delays if you suffer a breakdown or failure of the vehicle to start.

SIGNIFICANT OR UNUSUAL EXCLUSIONS APPLYING TO THE WHOLE POLICY

- Vehicles more than 9 years old at inception of the policy
- Vehicles which were not roadworthy or were broken down before your policy began will not be covered
- Excessive or unreasonable use of the service. An example of this could be a failure to repair the vehicle following a call out for the same problem
- The cost of all parts or supplies used or provided to you or for your vehicle
- Any change to the vehicle on cover must be permanent
- Any charges incurred because your vehicle is not carrying a legal or serviceable spare wheel
- Any costs involved with using additional equipment to move your vehicle into a position where we can try to repair it or transport it
- Breakdown services for vehicles involved in sporting events
- Reduction in the level of cover is not allowed during the policy period
- We will not pay any costs for assistance that we have not been arranged through our control centre
- Any claims arising from speeding, alcohol or drug related incidents
- Any fines, penalties, tolls or unclamping charges you have to pay. We will pay any toll fees if you have been recovered by one of our agents
- Any labour charges unless they are covered by your policy or where we have agreed to pay them prior to any repairs commencing
- The cost of any service outside the period of cover shown on your current Schedule of Insurance, or where the premium has not been paid
- Vehicles must conform to the dimensions shown in Section B of the policy wording (Vehicles)

PERIOD OF INSURANCE

The policy is a 12 month contract and cover will be in place for 12 months or until the date of expiry shown on the current Schedule of Insurance.

CANCELLATION

At policy commencement:

When you receive confirmation of your Policy, you have 14 days in which to consider the cover provided. If you are not satisfied, you may apply to Taxi Direct for a different level of cover or a pro rata refund of premium paid, which will be provided as long as you have not used any of our services.

During the policy term:

You may cancel your Policy at any time by contacting Taxi Direct. No refund will be paid if you cancel the policy after the 14 day cancellation period shown above.

COMPLAINTS

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. A copy of our internal complaints handling procedure is available on request.

If you feel that we have not offered a first class service please contact us on 0800 756 8828 (Opening hours Mon-Fri 9am-5pm)

or in writing to:

The Quality Manager,
Britannia Rescue,
Folly Hall Mills,
St Thomas Road,
Huddersfield,
West Yorkshire HD1 3LT.

Email: quality@britanniarescue.com

If we can't resolve your complaint, you may refer your complaint to the Financial Ombudsman Service within 6 months of receiving our final response letter:

Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London E14 9SR.

Telephone 0800 0 234 567

(free for people phoning from a "fixed line", for example a landline at home) or 0300 123 9 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02).

Email: complaint.info@financial-ombudsman.org.uk

Making a complaint will not affect your right to take legal action.

COMPENSATION FROM THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

If we are unable to meet our liabilities to our policyholders, you may be able to claim compensation from the Financial Services Compensation Scheme (FSCS). There are different levels of compensation, depending on what kind of insurance you have:

- Compulsory insurance, such as third party motor insurance, is covered for 100% of the claim.
- Non-compulsory insurance, such as breakdown insurance, is covered for 90% of the claim.

You can get further information from the Financial Services Compensation Scheme:

7th Floor
Lloyds Chambers
Portsoken Street
London E1 8BN

Tel 0207 741 4100

Email enquiries@fscs.org.uk

Britannia and Britannia Rescue are registered trade marks and trading styles of the Liverpool Victoria group of companies. Liverpool Victoria Insurance Company Limited, registered in England and Wales No. 3232514 is authorised and regulated by the Financial Services Authority, register number 202965. Registered address for both companies: County Gates, Bournemouth BH1 2NF. Tel: 01202 292333. For various legal, regulatory and service requirements your telephone call may be recorded or monitored

Breakdown Assistance Full Policy Wording

We aim to communicate with you in a manner that is clear, fair and not misleading. We are able to provide literature and communications in the following alternative formats: Braille, large print or audiotape. Should you require information on this product or service in any of these formats, please contact Taxi Direct. If there is anything you do not understand please ask Taxi Direct for an explanation.

HOW TO OBTAIN ASSISTANCE

Please call 0800 023 2755

For textphone please dial 18001 first.

IMPORTANT INFORMATION

Your breakdown cover is provided by Britannia Rescue and is underwritten by Liverpool Victoria Insurance Company Limited.

Taxi Direct acts as an agent to Liverpool Victoria Insurance Company Limited for the purposes of selling and administering breakdown policies. Britannia Rescue is a registered trade mark and is a trading style of the Liverpool Victoria group of companies. Liverpool Victoria Insurance Company Limited registered in England and Wales No. 3232514 is authorised and regulated by the Financial Services Authority, register number 202965. Registered Address for all Liverpool Victoria Companies: County Gates, Bournemouth BH1 2NF. Telephone – 01202 292333.

Taxi Direct Insurance Services, a trading style of Commercial Vehicle Direct Insurance Services Ltd, is authorised and regulated by the Financial Services Authority, register number 302216.

You can check this information by visiting the Financial Services Authority website www.fsa.gov.uk/register or by contacting them on 0845 606 1234. You can also obtain a copy of the Insurance Conduct of Business Sourcebook (ICOB5) rules from the FSA website or by telephoning them on the above number.

1) Your responsibility

We will carry out our role with due skill, care and attention. So it is important you understand that it's your responsibility to provide complete and accurate information when you take out your insurance policy, throughout the life of the policy and when you renew your insurance. It is important that you make sure all statements you make are full and accurate. Failure to disclose material facts or any inaccuracies in your answers may invalidate your insurance cover and could mean that part or all of a claim may not be paid. This obligation applies both at the start and throughout the period of all policies. Any changes must be disclosed immediately. You are advised to keep copies of documentation sent to or received for your own protection.

2) Data Protection Act and other related disclosure

Liverpool Victoria Insurance Company Ltd is registered under the Data Protection Act and our registration number is Z7450597.

Taxi Direct is registered under the Data Protection Act and their registration number is Z5268008.

This information is provided to you to explain how your details may be used and to tell you about the systems

that are in place that allow the detection and prevention of fraudulent applications and claims. The savings that are made help to keep premiums and products competitive.

For the purposes of The Act the Data Controllers of any personal data provided in connection with your insurance are Liverpool Victoria Insurance Company Ltd and Taxi Direct. Information provided may be held, whether or not a product is purchased, on computer, paper file or other medium to enable the recording of an enquiry for a reasonable period of time, for as long as the application is being considered, for as long as the policy remains in force and afterwards to ensure that a clear and complete audit trail of policy records and transaction history is maintained. The information (some of which may be sensitive) may be used to process and administer your business by Liverpool Victoria Insurance Company Ltd, Taxi Direct and our agents (e.g. service providers both within and outside the European Economic Area with which we have agreements). It may also be used/or disclosed to regulators for the purposes of monitoring and/or enforcing compliance with any regulatory rules, guidelines or codes.

Occasionally your data may be disclosed to carefully selected third parties (including companies who form part of the Liverpool Victoria Group and Taxi Direct) who are assisting us in service improvement activities. If your details have been obtained through an affinity association, some of your information, including product details and ongoing information may be passed to that affinity organisation for membership, business analysis and other relevant purposes. In the event that you move to a new insurance provider, certain details relating to your insurance may be passed to the new insurer if requested to do so and where there has been a genuine request by your new insurer. In the event of a request for policy information by an individual other than the policy owner, checks will be made with the individual that the policy owner has given permission to the individual to communicate on the policy owner's behalf. Please note that any Sensitive Data (as defined under the Data Protection Act 1998) provided will not be used for marketing purposes.

3) Access to the personal information we hold about you.

You can ask for a copy of the personal information we hold about you by writing to CCA Department, LV=, County Gates, Bournemouth BH1 2NF. This is subject to the provisions of The Data Protection Act 1998 and payment of a fee.

4) Communications

All communications will be in the English language. For various legal, regulatory and service requirements your telephone call may be recorded or monitored.

5) Governing law jurisdiction

The Courts of England and Wales shall have exclusive jurisdiction to settle any disputes (including claims for set-off and counterclaims) which may arise in connection with the validity, effect, interpretation or performance of the legal relationship established by this agreement or otherwise arising in accordance with this agreement. Unless you have confirmed in writing to us prior to the

completion of any insurance contract, you will consent to submit irrevocably to the jurisdiction of the English Courts.

6) Reduction in cover

Reduction in the level of cover is not permitted during the policy period and can only be applied at renewal.

7) Cancellations

At policy commencement:

When you receive confirmation of your Policy, you have 14 days in which to consider the cover provided. If you are not satisfied, you may apply to Taxi Direct for a different level of cover or pro rata refund of premium paid, which will be provided as long as you have not used any of our services.

During the policy term:

You may cancel your Policy at any time by contacting Taxi Direct. No refund will be paid if you cancel the policy after the 14 day cancellation period shown above.

8) If you want to make a complaint

We are proud of our reputation for fairness in the way we deal with our policyholders. However, occasionally disputes or misunderstandings can happen. If you have any enquiry or complaint about us or your policy or a claim made under it, you should first phone customer services on 0800 756 8828 (Mon – Fri 9am – 5pm).

Or write to:

The Quality Manager,
Britannia Rescue,
Folly Hall Mills,
St Thomas Road, Huddersfield,
West Yorkshire HD1 3LT.

Or Email: quality@britanniarescue.com

A copy of our internal complaints handling procedure is available on request.

If we can't resolve your complaint, you may refer your complaint to the Financial Ombudsman Service within 6 months of receiving our final response letter:

Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,

Telephone 0800 0 234 567

(free for people phoning from a "fixed line", for example a landline at home) or 0300 123 9 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02).

Email: complaint.info@financial-ombudsman.org.uk

Making a complaint will not affect your right to take legal action.

9) Compensation from the Financial Services Compensation Scheme (FSCS)

If we are unable to meet our liabilities to our policyholders, you may be able to claim compensation from the Financial Services Compensation Scheme (FSCS). There are different levels of compensation, depending on what kind of insurance you have:

- Compulsory insurance, such as third party motor insurance, is covered for 100% of the claim.
- Non-compulsory insurance, such as breakdown insurance, is covered for 90% of the claim.

You can get further information from the Financial

Services Compensation Scheme:

7th Floor
Lloyds Chambers
Portsoken Street
London E1 8BN
Tel 0207 741 4100

Email: enquiries@fscs.org.uk

DEFINITIONS

'agent' – a trained, professional motor mechanic/recovery driver or specialist service provider.

'breakdown' – immobilisation of the vehicle due to a mechanical or electrical failure, theft or attempted theft, vandalism, accidental damage, a flat tyre or lack of fuel occurring during the period of cover.

'passengers' – occupants of the vehicle who are required to pay on a hire and reward basis.

'Non fee paying passengers' - occupants of the vehicle who are not required to pay on a hire and reward basis (excluding hitch hikers)

'vehicle' – any mechanically propelled vehicle that requires insurance for use as specified under the Road Traffic Act 1988 and is within the dimensions highlighted in Section B – Vehicles.

'we', 'us' and 'our' – Liverpool Victoria Insurance Company Limited, and where the context dictates, Liverpool Victoria Insurance Company Limited trading as Britannia Rescue.

'you', 'your' and 'the policyholder' – Any driver who is using the vehicle with the policyholders permission.

'your representative' – anyone acting with or on your authority.

SECTION A - INTRODUCTION TO TAXI DIRECT TAXI BREAKDOWN ASSISTANCE COVER

- This policy is for residents and companies situated in the United Kingdom, the Channel Islands and the Isle of Man and entitles the policyholder to our vehicle breakdown and recovery services within the United Kingdom, the Channel Islands and the Isle of Man. We have set out the different levels of cover in Sections C, D, & E of this policy. The type of cover which you will receive will depend upon the amount of premium you have paid.
- We will protect you against the cost of services provided by us to you in the event of a breakdown which is within the policy period as shown on your current Schedule of Insurance, providing you have paid an insurance premium for this protection.
- Unless you give us a future start date your cover start date is that shown on your current Schedule of Insurance. Your expiry date will also be shown on your current Schedule of Insurance.
- The policy will cover vehicles named by the policyholder and where a premium has been paid for the insurance, regardless of who is driving the vehicle at the time of a breakdown or failure of the vehicle to start as long as they have the permission of the policyholder to use the vehicle.
- Our breakdown policy covers vehicles not drivers.

- We reserve the right not to invite renewal of your policy. If this is the case Taxi Direct will inform you in writing before the policy expires.

SECTION B - VEHICLES

- Vehicles must be no more than 9 years old at inception of the policy.
- Vehicles and any caravan or trailer that is attached to your vehicle must be registered as owned by you, a member of your household or your company and be kept at your home address or your normal place of garaging.
- We will not provide services for vehicles that are not shown on your current Schedule of Insurance. You must tell Taxi Direct immediately if you change your vehicle.
- Vehicles must be in a roadworthy condition and should be serviced and maintained in line with manufacturer guidelines and meet all legal regulations, including if appropriate having a valid MOT certificate. It is your responsibility to ensure that all vehicles are kept in this condition throughout the period of cover and we may ask for proof in the event of a dispute. The service does not cover vehicles which, in the opinion of the agent attending the vehicle, were not roadworthy or were broken down before your policy began.
- Vehicles should not be more than 7.0 metres in length, 2.3 metres wide, 3 metres in height, or a weight when fully loaded of 3.5 tonnes. You must always carry a legal and serviceable spare wheel or a manufacturer supplied or approved emergency tyre inflation kit and equipment and keys for any tyre security devices when supplied by the manufacturer.
- Caravans and trailers – your cover includes any caravan or trailer that is attached to your vehicle unless the breakdown occurs at the normal place of garaging or within a quarter of a mile of that address or the location at which your caravan is normally stored. Caravans and trailers should not be more than 8 metres in length (including A-frame) and fitted with a standard 50 millimetre ball coupling. All caravans and trailers must meet the requirements of the Road Vehicles (Construction and Use) Regulations 1986. If appropriate you must always carry a legal and serviceable spare wheel or a manufacturer supplied or approved emergency tyre inflation kit and equipment and keys for any tyre security devices when supplied by the manufacturer.

SECTION C – UK RECOVERY

If your vehicle cannot be driven because of a breakdown which occurred at least 1/4 mile from the Policyholder's home address or normal place of garaging we will;

- Try to repair the fault at the roadside so that you can continue your journey safely and legally but where this is not possible we will transport the vehicle, contents, driver and up to 7 non fee paying passengers to a suitable place of repair.

- Transport the vehicle, contents, driver and up to 7 non fee paying passengers to your choice of destination if, in our opinion, the fault or damage cannot be repaired at the scene of the breakdown or locally by the end of the working day. We will not pay for any other recoveries.
- Pay the labour costs and reasonable incidental expenses following agreement between you and us if a major fault can be repaired locally. This will be instead of having to transport you and your vehicle a long distance to carry out repairs or having to take you to your home address.
- Try to make your vehicle safe to drive following accidental damage, theft, attempted theft or vandalism. You will be responsible for the full cost of any repair, and for collecting the vehicle. If repairs cannot be carried out at the roadside, we will take the vehicle to your chosen destination.
- Supply a Relief Driver if the only driver of the vehicle cannot continue a journey because of illness or injury or where other drivers are not sufficiently experienced or confident in using the vehicle. A doctor's note confirming the illness or injury will be required.
- Relay telephone messages to your family members, friends or business associates to advise of unforeseen travel delays.

Exceptions to Section C

- Breakdowns occurring within a 1/4 of a mile of the policyholder's home address or normal place of garaging.
- All other labour charges and the cost of replacement parts and/or other materials are your responsibility.
- The cost of supplying a spare wheel and tyre if a serviceable one cannot be provided by you.
- The cost of, if needed, a locksmith, body glass or tyre specialist.
- Anything specified within the Service Limitations and Exclusions section of this policy (See Section E).

Important Information about UK Recovery

- All costs relating to parts and labour remain your responsibility unless we agree otherwise.
- Where it is not safe or practical to repair a fault at the roadside (for example on a motorway), we will take your vehicle to a safe place or to the agent's premises to carry out repairs.
- Recovery cannot be used as a way of avoiding repair costs.
- This service cannot be used if the vehicle has already broken down or was not in a roadworthy condition when you took cover out.
- The decision to supply a relief driver is at our absolute discretion.
- UK Recovery is only effective the day after you purchased this cover for the first time.

SECTION D - GENERAL CONDITIONS OF SERVICE

1. You must make all requests for the breakdown service to our control centre immediately. We will not accept responsibility for any service or help that we have not arranged.
2. You or your representative must stay with the vehicle to make sure that the agent has access to the vehicle. Your representative must have your permission to authorise any necessary repair or other work, which will be at your expense and if appropriate, have your permission to drive the vehicle.
3. We will try to repair your vehicle, or take it to a suitable destination, dependant upon your cover entitlement. We do not cover normal vehicle maintenance and will charge you for any services that are not covered by all of the terms and conditions of the policy you have purchased.
4. All our agents are required by law to adhere to regulations on driver's hours. If a recovery is needed this may result in the agent taking regular breaks or the need to operate a staged recovery where further agents are used to share the recovery.
5. In the event of a recovery our agent will unload the vehicle in a safe and appropriate place close to your chosen destination. For example, our agent will not unload a vehicle on private property if there is insufficient space, a risk of ground compression or obstacles which could make this difficult.
6. You must tell us if you are covered for services by any other insurance policy or can claim against another person. We may ask you to include our invoice in your claim against the other person or against your other policy to recover or reduce our costs.
7. It is your responsibility to make sure that any temporary repair that our agents carry out is followed immediately by any necessary permanent repair. We may ask for proof of repair in the event of a dispute.
8. In the event that your payment defaults, we will terminate cover forthwith and seek to recover all costs incurred in providing services to you. We reserve the right to refuse service in the event of payment default.
9. We will not be responsible for any loss of business, loss of profit, loss of revenue, loss of contract, loss of goods or any direct or indirect losses incurred as a result of the services provided to you under this policy or the delay or alleged delay in providing such services.
10. In the event that we have provided services which are not covered by this policy, for example we have provided spare parts to effect a repair for which settlement has not been made to the agent or supplier as specified in clause E2, we will send you

an invoice for the amount due which should be paid within 30 days.

11. If you have given false information on your application for cover, or given incorrect information when you asked for help, for example the vehicle does not meet all legal requirements or was broken down before cover was accepted you will have to pay all costs which we have had to pay as a result of your false or incorrect information. In such circumstances we reserve the right to terminate cover forthwith.
12. In the event of a road traffic accident we may ask you to contact your motor insurance company in the first instance to arrange recovery to ensure you receive your full entitlements. If assistance is not available for whatever reason, we will provide the services as shown under your cover entitlement.
13. We may only recover a vehicle from the scene of an accident if we have permission from the emergency services involved.
14. If there are any differences between the terms in this policy document and any terms our agents agreed over the phone or in person, these written policy conditions will apply.

SECTION E - SERVICE LIMITATIONS AND EXCLUSIONS

We will not be responsible for providing the following:

1. The cost of any service outside the period of cover, or where we have not received the correct premium.
2. The cost of all parts or supplies used or provided to you or for your vehicle. These will include:
 - The cost of supplying and fitting windscreens;
 - Labour costs in removing and disposal of contaminated or incorrectly mixed fuel; and
 - Storage charges unless we have specifically covered them under your chosen level of cover.

You must pay all these costs to the agent or supplier.

3. Any charges incurred because your vehicle is not carrying a legal and serviceable spare wheel or a manufacturer supplied or approved emergency tyre inflation kit or equipment or keys for any tyre security devices.
4. Any fines, penalties, tolls or unclamping charges you have to pay.
5. Accommodation or other expenses (for example, rail or taxi charges) that you or your passengers have to pay, unless we have specifically covered them under your chosen level of cover.
6. Any costs involved in moving your vehicle into a position where we can try to repair it or transport it. For example all charges for retrieving your vehicle from a ditch or field are your responsibility.

7. The full costs of our agent's time if, having called us, you employ another agent before our agent arrives to repair or recover your vehicle. However, if you phone us for help but you manage to get your vehicle going again, we may agree not to charge you for our agent's time if you contact our control centre immediately.
8. Breakdown services for vehicles involved in sporting events, including racing, pacemaking, speed testing, rallies, trials and all other track-based activities and those involved in leisure off road events.
9. We will not be responsible for any loss of business, loss of profit, loss of revenue, loss of contract, loss of goods or any direct or indirect losses incurred as a result of the services provided to you under this policy or the delay or alleged delay in providing such services.
10. Major repairs, servicing, stripping down vehicles or reassembly (including repairing faulty brakes, steering, suspension or DIY work).
11. Recovering a caravan or trailer if it is occupied by people or livestock, and transporting animals and pets in a recovery vehicle (with the exception of Assistance Dogs). In these cases, the agent's decision is final.
12. Any costs you have to pay if, following an accident, the police have temporarily removed the vehicle to a safe place or local garage. After you have paid any costs and filled in the necessary paperwork, we will recover your vehicle subject to the conditions under clause D12.
13. Recovery if it would be dangerous or illegal for our agent to load or transport your vehicle. In these cases, the agent's decision is final.
14. We cannot provide help on commercial garage premises which are not our agent's premises.
15. Services in the case of:
 - events beyond our reasonable control;
 - war or military operations;
 - acts of terrorism;
 - civil disorder;
 - a national emergency;
 - the activities of civil or government authorities (including the refusal or revocation of any licence or consent);
- legal restrictions;
- industrial disputes;
- fire;
- lightning;
- explosion;
- flood (except where the breakdown has occurred due to water damage while the vehicle was in motion / use);
- nuclear explosions or a release of ionising radiation;
- subsidence; or
- severe weather conditions where it would be unsafe for the agent to attempt to recover or repair the vehicle.
16. Any claims arising from speeding or alcohol/drug related incidents.
17. Transportation of any excise goods which come under the jurisdiction of HM Revenue & Customs such as tobacco, alcohol or fuel. These items must be removed from the vehicle prior to transportation being arranged and you will be responsible for arranging any alternative method of shipping and the cost of that shipping.
18. We (and any of our directors, employees or other representatives) will not be legally responsible for any losses, costs or damages which you suffer as a result of our failure to provide the services listed in Section C.

Despite these limitations and exclusions, we do not intend anything in these policy conditions to limit any legal rights you may have as a consumer against us or our employees or agents as a consequence of death or personal injury resulting from our negligence or that of our employees or agents.

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County Gates,
Bournemouth BH1 2NF.

Telephone – 01202 292333.

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