

# PROXIMO COMPLETE VEHICLE HIRE POLICY DOCUMENT



CALL 24/7 ON **0808 143 3771** FOR ASSISTANCE



Please read this policy carefully to familiarise yourself with the terms and conditions, as well as the claim reporting procedures.

## HOW TO CLAIM UNDER THIS POLICY

Telephone Proximo Ltd on 0808 143 3771 in respect of a claim under Insured Events 1, 2 & 3. (Fault Hire, Uninsured Loss Recovery and Injury). For a claim under Insured Events 4, 5, 6 & 7 (Motor Prosecution, Licence Protection, Motor Contract and Tax Protection) telephone ARAG plc on 0117 917 1698.

## PRIVACY STATEMENT

This is a summary of how we collect, use, share and store personal information. To view our full privacy statement, please see our website [www.arag.co.uk](http://www.arag.co.uk)

## COLLECTING PERSONAL INFORMATION

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with the General Data Protection Regulations. Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement. We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

## USING PERSONAL OR SENSITIVE INFORMATION

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations. We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

## KEEPING PERSONAL INFORMATION

We shall not keep personal information for any longer than necessary.

## YOUR RIGHTS

Any person insured by this policy has a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when we will not be able to delete personal data please refer to our full privacy statement.

## WHAT HAPPENS IF I CHANGE MY MIND AFTER TAKING OUT THE POLICY?

The Policy provides You with a 14 day reflection period in which to decide whether You wish to continue. Cancellation is fully explained in Condition 8 of the policy wording.

## WHAT HAPPENS IF THE INSURER CANNOT MEET ITS LIABILITIES?

Brit Syndicate 2987 at Lloyd's is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event that the Insurer cannot meet its obligations. Further information about compensation scheme arrangements is available from [www.fscs.org.uk](http://www.fscs.org.uk)

## ABOUT US AND YOUR INSURER

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](http://www.fca.org.uk/register)

## Step 1

We are committed to providing a first class service at all times. However, if a complaint arises, please email Us at [customerservice@proximo.co.uk](mailto:customerservice@proximo.co.uk). The staff handling Your call 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 Services Department (details below), 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 Services Department directly; we can be reached in the following ways:

Mail: Proximo, Park House, Chantry Court, Sovereign Way, Chester, CH1 4QN  
Phone: 0808 145 4253 (for our mutual protection and our training purposes, calls may be recorded)

## Step 2

Should You remain dissatisfied You may be entitled to pursue Your complaint further with Lloyd's. They can be reached in the following ways:

Mail: Policyholder & Market Assistance, Market Services, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent ME4 4RN  
Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Phone: 020 7327 5693, Fax: 020 7327 5225

## Step 3

If Lloyd's is not able to resolve the complaint to Your satisfaction then You may refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at:

Mail: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Phone: 0800 023 4 567 if calling from a landline or 0300 123 9 123 if calling from a mobile

ARAG plc and Brit Syndicate 2987 at Lloyd's are covered by the Financial Ombudsman Service.

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## MEANING OF WORDS & TERMS

The following definitions apply to this policy and shall keep the same meaning wherever they appear. 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. Claims Agent - Proximo Ltd



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## Conditional Fee Agreement

A legally enforceable agreement entered into between the Insured and Appointed Advisor for paying their professional fees where a dispute is decided in a court within England & Wales and falls outside the jurisdiction of the Small Claims Court.

## 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 where a dispute is decided in a court within England & Wales and falls outside the jurisdiction of the Small Claims Court.

## Insured

In respect of Insured Event 1 a full driving licence holder between the age of 25 and 70 who is stated on the Certificate of Motor Insurance in the underlying motor insurance policy taken out by You.

In respect of Insured Event 5, Insured Event 6 and Insured Event 7, You only.

In respect of all other Insured Events 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.

## Insurer

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 other than as provided for in 2) below
  - 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 and disbursements where the Insured has been ordered to pay them or pays them with Our agreement.
- 2) In respect of Insured Events 3 & 6 where the claim is brought within England & Wales and falls outside the jurisdiction of the Small Claims Court reasonable legal costs reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis and agreed in advance by Us.

## Limit of Indemnity

In respect of Insured Event 1 the maximum Replacement Hire Period shall be 14 continuous days in respect of claims under a Comprehensive policy, or 7 continuous days in respect of Third Party, Third Party Fire & Theft policy. For all other Insured Events £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.

## Motor Insurer

The Insurer providing indemnity for loss of or damage to the Insured Vehicle arising out of an Insured Event.

## Period of Insurance

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

## Reasonable Prospects of Success

In civil and criminal claims, where the Insured has a greater than 50% chance of successfully pursuing or defending the claim. This means that it is always more likely

than not that:

- the Insured's claim or appeal will be successful, and
- any judgment being sought by the Insured will be enforced.

## Replacement Hire Period

A maximum of 14 continuous days in respect of claims under a Comprehensive policy, or 7 continuous days in respect of Third Party, - Third Party Fire & Theft policy, or for the period of repair, whichever comes first. The Replacement Hire Vehicle must be returned when the repair has been completed and at all times no later than the maximum period of hire permitted under this policy.

## Replacement Hire Provider

The hire provider appointed by Us to supply a Replacement Hire Vehicle to the Insured.

## Replacement Hire Vehicle

A vehicle as decided by Us or agents on Our behalf supplied to an Insured in the event of a claim under this policy.

## Replacement Hire Vehicle Costs

The costs of a Replacement Hire Vehicle following an Insured Event for the Replacement Hire Period to the Insured.

## 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 simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, or the equivalent jurisdiction in the United Kingdom where the policy applies.

## Territorial Limit

In respect of Insured Event 1, 4, 5, 6 & 7 The United Kingdom, Channel Islands and the Isle of Man.

In respect of Insured Events 2 & 3 The United Kingdom, Channel Islands, the Isle of Man and countries in the European Union.

## We/Us/Our

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) and their authorised Claims Agent acting on their behalf.

## You/Your

The person who has taken out this policy and any person and who has paid or promised to pay the premium.

## WHAT IS COVERED

Following an Insured Event the Insurer will pay the Insured's Legal Costs & Expenses and Replacement Hire Vehicle Costs up to the Limit of Indemnity provided that:

- 1) the claim 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
- 2) 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
- 3) any proceedings or hearing are dealt with by a Court or any other body that We agree to, in the Territorial Limit
- 4) in respect of a claim under Insured Events 3 & 6 the Insured enters into a Conditional Fee Agreement with the Appointed Advisor or the Appointed Advisor

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enters into a Collective Conditional Fee Agreement with Us if the claim will be decided in a Court within England & Wales and falls outside the jurisdiction of the Small Claims Court

- 5) in respect of a claim under Insured Event 1
  - a) We (or the Claims Agent acting on Our behalf) decide the type of Replacement Hire Vehicle
  - b) We decide the company that will supply the Replacement Hire Vehicle in any claim and the Insured meets their standard requirements, terms and conditions for provision of a vehicle
  - c) We appoint and instruct the repairing garage to effect the vehicle repairs
  - d) We, at Our discretion, may make a retrospective daily payment of £40 for a maximum of 7 days or the repair period, whichever is sooner, in lieu of providing a Replacement Hire Vehicle following the submission to Us of the signed Customer Satisfaction Note from the Insured confirming the repairs have been effected satisfactorily
  - e) the Insured is aged between 25 and 70 years of age
  - f) the Insured can only make a maximum of two claims under this policy in relation to Insured Event 1

### 1) Fault Hire

A road traffic accident involving the Insured where the Insured admits to being wholly at fault (excluding claims for theft and fire) which results in damage to the Insured Vehicle provided that entitlement to payment by the Insurer ends when the earliest of the following events occurs:

- a) repairs to the Insured Vehicle have been completed
- b) four working days after the Insured receives a cheque from their Motor Insurer in settlement of a claim for loss of or relating to the Insured Vehicle
- c) an Insured receives an offer of settlement from their Motor Insurer which We believe is reasonable but which You reject
- d) the Insured is offered or entitled to the use of a courtesy vehicle from any other source
- e) the Insured's Motor Insurer refuses their claim for loss of or damage relating to the Insured Vehicle
- f) expiry of the Replacement Hire Period

### WHAT IS NOT COVERED UNDER INSURED EVENT 1

The Insured is not covered in respect of any claim arising from or relating to:

- 1) any claim reported to Us more than 5 days after the Insured Event
- 2) any claim after the Insured has already made two claims which have been accepted under the policy during the same Period of Insurance
- 3) any claim where the Motor Insurer refuse to provide indemnity due to a breach of the terms of the underlying motor insurance policy
- 4) any claim relating to fire, theft or windscreen damage only
- 5) all fuel, fares and fines relating to the Replacement Hire Vehicle
- 6) any claim where the Motor Insurer does not provide cover under the terms of the underlying motor insurance policy
- 7) any further hire charges due after the first fourteen days hire in respect of Comprehensive Policies and 7 days in respect of Third Party, Third party Fire & Theft, or more than 96 hours after payment is received under the terms of the underlying motor policy, whichever occurs first
- 8) any claim when at the time of the Insured Event the Insured Vehicle:
  - a) was unroadworthy; or
  - b) did not have a valid Vehicle Test Certificate as required by law; or
  - c) was not Insured for the event that caused the loss of use; or
  - d) Your Motor Insurer subsequently refuses to indemnify You for the loss.
- 9) any claim where the Motor Insurer or where applicable the repairer refuses Us access to the relevant information that We may reasonably require
- 10) sea transit charges for the delivery and collection of the Replacement Hire Vehicle
- 11) any excess payable in the event of a claim involving the Replacement Hire Vehicle

### 2) Uninsured Loss Recovery

An event causing damage to the Insured Vehicle and/or personal property in or on it, which can be recovered from another party.

### 3) Personal Injury

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

### 4) Legal Defence

An event leading to a motoring prosecution being brought against the You except relating to a parking offence.

### 5) Licence Protection

Representing You following a notice by the relevant authority to alter, suspend, revoke or refuse to renew Your taxi driver's licence.

### 6) Motor Contract

A dispute arising out of an agreement or alleged agreement which has been entered into by You relating to the use or ownership of the Insured Vehicle provided that the amount in dispute is greater than £100, or if the amount in dispute is payable in instalments then the instalment due and payable at the time of making the claim must exceed £100.

### 7) Tax

A formal enquiry into the Your personal tax affairs provided that all returns are completed and have been submitted within the statutory timescales permitted.

### WHAT IS NOT COVERED UNDER INSURED EVENT 7

Any claim arising from or relating to

- 1) tax returns which result in HM Revenue & Customs imposing a penalty or which contain careless and/or deliberate misstatements
- 2) an investigation by the Fraud Investigation Service of HM Revenue & Customs
- 3) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the insured's financial arrangements
- 4) any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland
- 5) your failure to register for VAT.

### What is not covered under all Insured Events of this Policy The Insured is not covered for any claim arising from or relating to:-

- 1) Legal Costs & Expenses or Replacement Hire Vehicle Costs incurred before We accept a claim
- 2) any event occurring prior to the inception of this policy, and which You knew or ought reasonably to have known could give rise to a claim under this policy
- 3) any claim arising from a deliberate or criminal act or omission by an Insured which We deem to be of fraudulent or false nature
- 4) any claim when at the time of the Insured Event the Insured did not hold or was disqualified from holding a valid driving licence
- 5) any act of God, war, riot or civil commotion
- 6) unlawful use of drink or drugs
- 7) any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist
- 8) a settlement due under an insurance policy
- 9) fines, penalties or compensation
- 10) a dispute with Us or the Insurer not dealt with under Condition 6
- 11) Group Litigation Orders
- 12) 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 thereof



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- 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 supersonic speed
- 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;

### POLICY CONDITIONS APPLYING TO THIS POLICY

Failure to keep to any of these conditions may lead the Insurer to cancel Your cover provided by this policy, refuse a claim or withdraw from an ongoing claim. The Insurer also reserves the right to recover Legal Costs & Expenses and Replacement Hire Vehicle Costs from You should this occur.

### CONDITIONS APPLICABLE TO INSURED EVENT 1

- 1) The Insured must pay a security/fuel deposit when the Replacement Hire Vehicle is delivered to them. This is refundable provided the Replacement Hire Vehicle is free from damage and Penalty Charge Notices and has the same amount of fuel as when it was delivered to the Insured.
- 2) When the Replacement Hire Vehicle is delivered to the Insured, the Insured will need to produce their full current driving licence and personal identification
- 3) The Insured will arrange Comprehensive insurance for the Replacement Hire Vehicle during the hire period if for any reason the Replacement Hire Provider cannot provide insurance cover. In this instance the Insured must provide evidence of the insurance cover in the form of a cover note before the Replacement Hire Vehicle can be released to them
- 4) The Insured must notify Us of a potential claim as soon as practically possible and at least within 5 days of the Insured Event and provide all information and proof as We reasonably require
- 5) The Insured must co-operate fully with Us and the Replacement Hire Provider at all times
- 6) The Insured must co-operate fully with their Motor Insurer and provide all information and proof it may require to process the claim against it
- 7) The Insured must take all reasonable steps to minimise all Replacement Vehicle Hire Costs
- 8) We must give the Insured Our written consent to incur any Replacement Hire Vehicle Costs. The Insurer does not accept any liability for Replacement Hire Vehicle Costs incurred without Our written consent.
- 9) The Insured must notify Us within 24 hours of:
  - a) receiving an offer of settlement from their Motor Insurer or any third party
  - b) receiving a settlement cheque from their Motor Insurer or any third party
  - c) being offered or becoming entitled to a courtesy vehicle from any other source
  - d) rejection of the claim by their Motor Insurer
- 10) All Replacement Hire Vehicles are provided by the Claims Agent
- 11) Replacement Hire Vehicles are provided in accordance with the Replacement Hire Provider's standard requirements, terms and conditions.
- 12) A Replacement Hire Vehicle is only available whilst the Insured Vehicle is being repaired or has been declared a write-off by the Motor Insurer
- 13) We appoint and instruct the Repairing Garage to effect the vehicle repairs
- 14) The Insured must advise Us of all incidents, both fault and non-fault, during the Period of Insurance and allow Us to provide all associated services.

### CONDITIONS APPLICABLE TO ALL INSURED EVENTS

#### 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 Us 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 Replacement Hire Vehicles and Legal Costs & Expenses that the Insurer pays and pay to the Insurer all costs that are recovered should these be paid to You
- h) tell the Appointed Advisor to have the Legal Costs & Expenses assessed or audited if We require
- i) minimise any Replacement Hire Vehicles and Legal Costs & Expenses and try to prevent anything happening that may cause a claim
- j) 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 the Appointed Advisor.
- b) Where the Insured wishes to exercise their right to choose, they should write to Us with their nominated representative's contact details. Where the insured chooses to use their preferred representative, the insurer will not pay more than we agree to pay a solicitor from our panel. (Our panel solicitor firms are chosen with care and we agree special terms with them including rates which may be lower than those available from other firms.)
- 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 a conflict of interest.
- d) If the Appointed Advisor refuses with good reason to continue acting for the Insured, 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 must enter into a Conditional Fee Agreement with the Insured or a Collective Conditional Fee Agreement with Us if a claim under Insured Events 3 & 6 will be decided by a Court within England & Wales and falls outside the jurisdiction of the Small Claims Court
- f) During the course of the relationship with Our panel of service providers, We or the Claims Agent may, for particular types of claim, receive a fee from the Appointed Advisor to whom the claim is sent. This fee (if it does apply), is a separate arrangement between Us and the Appointed Advisor, and will never compromise You or any claim that You make under the policy

#### 3. Our Consent

We must give Our written consent to the Insured to incur any Replacement Hire Vehicles or Legal Costs & Expenses. The Insurer does not accept any liability for Replacement Hire Vehicles or 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

## 5. Barrister's Opinion

We may require the Insured to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the Insured, then the Insurer will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by Us, then the Insurer will pay for a final opinion which shall be binding on the Insured and Us. This does not affect Your right under Condition 6 below.

## 6. Disputes

If any dispute between the Insured and Us arises from this policy, the Insured can make a complaint to Us as described in the complaints section of this policy and We will try to resolve the matter. If We are unable to satisfy the Insured's concerns and the matter can be dealt with by the Financial Ombudsman Service the Insured can ask them to arbitrate over the complaint. If the dispute cannot be dealt with by the Financial Ombudsman Service, it can be referred for independent arbitration to a 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 to arbitrate the matter We will ask the President of the relevant Law Society to nominate. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

## 7. Fraudulent claims and claims tainted by dishonesty

- a) If the insured makes any claim which is fraudulent or false, the policy shall become void and all benefit under it will be lost.
- b) An insured shall at all times be entirely truthful and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the insured has breached this condition and that the breach has:
  - i) affected our assessment of reasonable prospects of success, and/or
  - ii) prejudiced any part the outcome of the insured's claim the insurer shall have no liability for legal costs & expenses

## 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. The Insurer will refund the premium for the remaining period of insurance unless the Insured has notified a claim which has been or is subsequently accepted under this Policy in which case no return of premium shall be allowed.
- 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 Insurer will refund the premium for the the remaining period of insurance. 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 cooperate 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.

The Insurer also reserves the right to withdraw from any claim in the circumstances noted in 9 c).

## 9. Acts of Parliament, Statutory Instruments, Civil Procedure Rules & Jurisdiction

All legal instruments and rules referred to 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. Contracts

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



# PROXIMO COMPLETE VEHICLE HIRE POLICY



## SUMMARY OF COVER

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.	What is covered 1)
	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.	What is covered 2)
	Legal Costs & Expenses or Replacement Hire Vehicle Costs incurred before acceptance of a claim.	What is not covered under all Insured Events of this Policy 1
	The Insured must advise Us of all incidents, both fault and non-fault, during the Period of Insurance and allow Us to provide all associated services.	Conditions Applicable to Insured Event 1
<b>FAULT HIRE</b> The Insurer will pay the costs of a Replacement Hire Vehicle to the Insured following a road traffic accident for which the Insured admits to being at fault that results in loss or damage to the Insured Vehicle for a period of 14 days in respect of Comprehensive cover and 7 days in respect of Third Party, Third Party Fire and Theft, or for the period of repair whichever comes first. If We are unable to provide a replacement licensed vehicle then a vehicle for social domestic and pleasure purposes will be provided.	We decide the type of Replacement Hire Vehicle and the Insured must meet the Replacement Hire Vehicle provider's standard requirements, terms and conditions.	What is Covered 5 a) & b)
	We appoint and instruct the repairs	What is Covered 5 c)
	We, at Our discretion, may make a retrospective daily payment of £40 for a maximum of 7 days or the repair period, whichever is sooner, in lieu of providing a Replacement Hire Vehicle following the submission to Us of the signed Customer Satisfaction Note from the Insured confirming the repairs have been effected satisfactorily	What is Covered 5 d) Meaning of Words and Terms
	The Insured is aged between 25 and 70 years of age	What is Covered 5 e)
	A maximum of two claims in any one Period of Insurance	What is Covered 5 f)
	Any claim reported to Us more than five days after the Insured Event	What is not covered under Insured Event 1.1)
	Fault cover does not apply for fire, theft or windscreen-only claims	What is not covered under Insured Event 1. 4)
	Where the Motor Insurer does not provide cover under the terms of Your underlying motor insurance	What is not covered under Insured Event 1. 6)
	Cover is not valid if at the time of the Insured Event the Insured Vehicle was not roadworthy, or You do not have a valid MOT Certificate	What is not covered under Insured Event 1. 8)
	Cover is not valid if at the time of the Insured Event the Insured does not hold or was disqualified from holding a valid driving licence	What is not covered under Insured Event 4)
<b>UNINSURED LOSS RECOVERY</b> We will cover an event that causes damage to Your vehicle and/or personal property in or on it.		Insured Event 2



## SUMMARY OF COVER

Significant Features & Benefits	Significant exclusions or limitations	Policy section
<b>PERSONAL INJURY</b> We will cover an event causing death or personal injury to any driver or passenger whilst in or on an Insured Vehicle.		Insured Event 3
<b>LEGAL DEFENCE</b> We will defend You following an event leading to a motoring prosecution being brought against You	Any claim relating to: A parking offence Driving without a valid driving licence or motor insurance Driving under the influence of drink or drugs	Insured Event 4
<b>LICENCE PROTECTION</b> We will also represent You following a notice by the relevant authority to alter, suspend, revoke or refuse to renew Your taxi driver's licence	An original application	Insured Event 5
<b>MOTOR CONTRACT</b> We will cover a dispute arising out of an agreement or alleged agreement which has been entered into by You relating to the use or ownership Your vehicle	Any claim relating to: A contract where the amount in the dispute is less than £100 or if the amount in dispute is payable in instalments, the instalment due and payable at the time of making the claim is less than £100 A dispute over the amount of money or compensation due under an insurance policy	Insured Event 6
<b>TAX</b> We will cover a formal aspect or full enquiry into Your personal tax affairs	Any claim relating to: Tax returns which result in HM Revenue & Customs imposing a penalty or which contain careless and/or deliberate misstatements, an investigation by the Fraud Investigation Service of HM Revenue & Customs, circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply. Any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland. Your failure to register for VAT.	Insured Event 7
	Period of Insurance: Unless otherwise agreed the Period of Insurance shall be for twelve months.	Meaning of Words & Terms

CALL 24/7 ON **0808 143 3771** FOR ASSISTANCE

Please scan this QR code to add our 24/7 CVH contact number to your contact list.

Older phones may need a QR code app to do this.



Head office and registered office:

Proximo Ltd. | Park House | Chantry Court | Sovereign Way Chester | CH1 4QN  
Telephone 0808 143 3810 | Fax 0843 212 1048 | [www.proximo.co.uk](http://www.proximo.co.uk)

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