



MY LICENCE
PROTECTION



My Licence Protection

Policy Wording

This **Policy** is issued by Stubben Edge (Risk) Limited on behalf of the **Insurer**. **Stubben Edge (Risk) Limited** acts as agent for the Insurer in relation to the **Policy**. **Stubben Edge (Risk) Limited** is an appointed representative (Financial Conduct Authority Reference Number 807870) of Resolution Compliance Limited. Resolution Compliance Limited is authorised and regulated by the Financial Conduct Authority (Financial Conduct Authority Reference Number 574048).

My Licence Protection

Introduction	3
About this Policy	3
Premium payment	3
Disclosure, misrepresentation and changes We need to know about	4
Period of Insurance and renewal	5
Important contact details	5
Definitions and interpretation	5
Transport Costs	10
Legal Costs.....	11
Income Protection Benefit.....	11
Accidental Bodily Injury Leading to Accidental Death	13
Exclusions	13
General Conditions	16
Claims conditions	20
Complaints	21
Financial Service Compensation Scheme	22

Introduction

Thank **You** for purchasing **Your Policy**. **Your Policy** has been issued by **Stubben Edge (Risk) Limited** on behalf of the **Insurer** and is intended to meet the demands and needs of a driver who wishes in the event of that driver's **Disqualification** (i) to (a) be reimbursed for **Transport Costs** and **Legal Cost** and (b) receive an **Income Protection Benefit** and (ii) for a capital sum to be paid in the event **Accidental Bodily Injury** leading to that driver's **Accidental Death**.

About this Policy

This **Policy** is a legal contract between **You** and the **Insurer**. The contract is based on the information supplied by **You** when **You** applied for insurance and subsequent information supplied by **You**.

This **Policy** consists of:

1. the terms, conditions, limitations and exclusions, as set out in this document, that apply to this **Policy**;
2. the schedule and
3. **Your** application form.

This **Policy** and its terms and conditions form part of **Your** legal contract with **Us** and explains exactly what cover is provided. **Your Policy** schedule shows the scope of cover **You** have chosen.

To assist **You** in understanding the cover provided by **Your Policy** and the benefits provided **We** have used certain words and/or phrases to which specific meanings have been attached. Where a word or phrase has a specific meaning that word or phrase will appear in **Bold** in this **Policy**.

Premium payment

The **Insurer** will not make any payment under this **Policy** until **You** have paid the **Premium**.

If **You** pay the **Premium** as a single payment, that payment is due on the first day of the **Period of Insurance**.

If **We** have agreed that **You** can pay **Us** the **Premium** in instalments this is shown in the schedule: the first instalment payment is due on the first day of the **Period of Insurance** and each of the subsequent eleven instalment payments is due on the same day as the day on which the **Period of Insurance** began falling in each subsequent calendar month. If an instalment payment would otherwise fall due on a day in a month that does not exist, that payment is due on the last day of the relevant calendar month (e.g. where a payment would otherwise be due on 31 of a calendar month, and the relevant month is April, that payment is due on 30 April).

Disclosure, misrepresentation and changes We need to know about

In deciding to accept this **Policy** and in setting the terms and **Premium**, **We** have relied on the information **You** have given **Us**. **You** must take reasonable care to supply accurate and complete answers to all the questions **We** ask when **You** take out or make changes to this **Policy** and **You** must make sure that all information given to **Us** is true and correct.

If **We** or the **Insurer** establish that **You** deliberately or recklessly provided **Us** with false or misleading information the **Insurer** will be entitled to avoid the **Policy** in its entirety (i.e. treat it as if it never existed) and to decline all past and future claims. The **Insurer** will also be entitled to retain the **Premium** in full.

Should **Your** provision of false or misleading information be careless rather than deliberate or reckless it could still adversely affect this **Policy** and any claim. For example:

- if **We** would not have provided **You** with insurance cover, had accurate and complete responses been provided, then the **Insurer** may treat this **Policy** as if it had never existed and refuse to pay all claims and return the **Premium** paid.
- if **We** would have provided **You** with insurance cover but on different terms, then **We** may amend the terms of this **Policy** and it will operate as if such amended terms form part of this **Policy** with effect from the start of the **Period of Insurance**.
- if **We** would have provided **You** with insurance cover but would have charged a higher **Premium** then the **Insurer** may reduce the amount paid on a claim in the proportion that the **Premium You** have paid bears to the **Premium** the **Insurer** would have charged **You** (e.g. if the **Premium** would have been 20% higher than the **Insurer** would be entitled to reduce the amount paid on any claim by 20%).

If any of the following happens during the **Period of Insurance** then **You** must tell **Us** immediately:

1. **You** change address;
2. **You** incur any penalty points on **Your** driving record;
3. **You** receive any notification from the police relating to a motor offence indicating **You** are likely to receive penalty points on **Your** driving record or be prosecuted or offering **You** the opportunity to attend a speed awareness course;
4. **You** are convicted of any criminal offence; or
5. **You** are made bankrupt or are served with a County Court or High Court judgement.
6. **You** receive any notification that a certification, licence, permission and/or registration required for **You** to drive a **Regulated Vehicle** may be suspended, withdrawn, revoked or restricted.
7. **You** receive any notification that the **Regulated Vehicle You** use for **Your Occupation** may not have, or may cease to qualify for, each and every certification, licence, permission and registration required for that **Regulated Vehicle** to be used by **You** in carrying on the **Occupation** from which **You** earn **Your Income**.

Please tell **Us** without delay of any change to **Your** mobile number, telephone number or email address.

When **You** inform **Us** of a change, **We** will inform **You** whether this affects **Your Policy**, and, if so, then how. Further information around specific changes to **Your Policy** and how this may affect **You** is set out within the General Conditions.

If **You** are in any doubt about what to tell **Us**, please contact **Us** by telephone or email.

Period of Insurance and renewal

Unless stated otherwise in the schedule, the **Period of Insurance** is 12 months.

At least 30 days before the end of the **Period of Insurance**, **We** will notify **You** of the **Premium** required and any changes to the terms and conditions for the renewal of this **Policy** for a further period of 12 months. **You** must tell **Us** if any of the information previously provided by **You to Us** has changed as the renewal is a separate contract of insurance and failure to notify **Us** of any change will be treated as misrepresentation.

We do, however, reserve the right not to offer renewal terms.

On renewal, **Premium** will be collected automatically to ensure continuity of cover, unless **You** request otherwise in writing.

Important contact details

Stubben Edge (Risk) Limited

Telephone: 020 7846 1378

Email: hello@stubbenedge.com
claims@stubbenedge.com

Definitions and interpretation

Interpretation

- Words in **Bold** and which are given specific meanings in this section 'Definitions and Interpretation' will have the same specific meaning each time they appear in this **Policy**.
- Reference to any statute, statutory instrument, regulation or order will be construed to include all amendments, re-enactments, consolidation, rewriting or replacements thereof.
- Reference to any statutory or other body shall include the successor to that body.
- Where the context so admits or requires, words importing the singular will include the plural and vice versa and words importing any gender include any other gender.
- If any term, condition, exclusion, additional clauses or endorsement or part thereof is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- All headings within this **Policy** are included for convenience only and will not form part of this **Policy**.
- Where **You** drive a vehicle in a part of the **Territory** other than England, references in this **Policy** to a particular statutory provision are to the equivalent (or nearest equivalent) statutory provision that applies in that part of the **Territory**.

Definitions

Accidental Death Benefit	A payment under the terms of this Policy of an Accidental Death Benefit Amount .
Accidental Death Benefit Amount	The Accidental Death Benefit Amount specified in the schedule.
Accidental Bodily Injury	<p>A bodily injury occurring to You during the Period of Insurance within the Territory, which is the direct result of accidental, external, violent and visible means, which does not arise as a result in whole or in part of You engaging in a Hazardous Activity, and (in the case of a claim for an Accidental Death Benefit Amount only) which solely and independently of any other cause results in a claim under this Policy after Your death.</p> <p>This includes bodily injury as a direct result of exposure to the elements</p> <p>This does not include any sickness, disease, bacterial or viral infection (unless this is a direct result of an Accidental Bodily Injury) which is either (i) a naturally occurring condition or degenerative process or the result of any gradually operating cause, and/or (ii) of which You first became aware, or which You contracted, before the start of the Period of Insurance.</p>
Deferment Period	The period of four weeks starting on the day on which the Period of Insurance begins.
Disqualification	<p>Temporary disqualification from driving as a result of either (i) You incurring 12 or more penalty points, or (ii) a court order against You, where the penalty points arise from or the court order relates to incident(s) in the Territory.</p> <p>Revocation or suspension, under section 93 of the Road Traffic Act 1988, of Your driving licence due (other than as a result of a Pre-existing Condition) to Your disability or prospective disability.</p> <p>Refusal, under section 95 of the Road Traffic Act 1988, of insurance for You on grounds of ill health (other than where that ill health is a result of a Pre-existing Condition).</p> <p>Where You have a large goods vehicle licence or a passenger carrying vehicle licence and (in either case) that licence is referred to in the schedule, revocation or suspension pursuant to section 115 of the Road Traffic Act 1988 of that licence.</p>

Where **You** drive a hackney carriage or a private hire vehicle for **Your Occupation** and the Metropolitan Public Carriage Act 1869 (including as extended by section 15 of the Transport Act 1985) or Private Hire Vehicles (London) Act 1998 applies, **Your** licence to drive that hackney carriage or a private hire vehicle is referred to in the schedule and that licence is suspended or revoked.

Where **You** are unable to drive as a result of a **Doctor's Disqualification**.

Doctor's Disqualification

Your inability to drive because, in the opinion of a Medical Practitioner **You** are not able to drive, or it would be unsafe for **You** to drive, as a result of an **Accidental Bodily Injury You** suffered in the **Territory**.

Hazardous Activity

Flying other than as a passenger in a licensed passenger carrying aircraft operated by a licensed commercial air carrier.

Combat sports or martial arts.

Participation in aerial pursuits including but without limitation ballooning, gliding, paragliding, hang-gliding, micro-lighting, parachuting, paragliding, parascending and bungee-jumping.

Mountaineering or cliff or rock climbing where use of ropes and guides would reasonably be expected.

Underwater swimming or diving requiring equipment to aid breathing (other than snorkelling).

Potholing.

Hunting on horseback.

Racing other than on foot or in sailing craft on inland waters.

Motor competition.

Winter sports including without limitation skiing/ snow-boarding/ ski boarding on and off-piste, tobogganing, the use of bobsleighs or skeletons, ski jumping, ice hockey and ice-skating (other than on an indoor rink).

Incapacity

An illness or disability as a result of which **You** suffer **Disqualification**.

Income

If **You** are employed, this means the pre-tax earnings for PAYE purposes (excluding the taxable value of benefits in kind, save to the extent that **You** cease to obtain a benefit in kind as a result of **Your Disqualification**) earned through **Your Occupation** in the 12 months before **Disqualification** as detailed on **Your** P60 and/or **Your** previous 12 months' pay slips. This includes regular bonuses to which **You** are contractually entitled (but not discretionary bonuses), commission, overtime and shift allowances).

If **You** are a director of a private limited company for which **You** work full time and there are no more than three other shareholders who are also employed as full-time directors, dividends paid to **You** during the three tax years immediately preceding the tax year in which **Your Disqualification** occurs and that **You** have declared to HM Revenue and Customs on **Your** self-assessment tax return for each of those tax years may be taken into account, but only if and to the extent that (a) such a dividend (i) represents **Your** share in the net trading profit of the company from its normal regular business, (ii) is consistent with the trading position of the company and (iii) is not paid to **You** solely because of a reduction in the company's turnover that occurs as a sole and direct result of **Your Disqualification**, and (b) **You** make **Your** principal contribution to the net trading profit of the company by carrying on the **Occupation**.

If **You** are self-employed this means **Your** share of the annual average pre-tax income profit, accruing during the three tax years immediately preceding the tax year in which **Your Disqualification** occurs, from **Your** self-employment (e.g. as a sole trader, partner, or a member of a limited liability partnership) in carrying on **Your Occupation** as declared on **Your** self-assessment tax return (or any amended return) submitted to HM Revenue and Customs.

Income Protection Benefit

Payment, under the terms of this **Policy**, to compensate **You** for **Loss of Income**.

Income Protection Limit

The **Income Protection Limit** specified in the schedule.

Indemnity Period

The period beginning with the date of **Your Disqualification** and ending not later than the last day of the **Indemnity Period** specified in the schedule.

Insured

The person named in the schedule.

Insurer

The **Insurer** named in the schedule.

Legal Cost

A fee payable to a magistrates' court in order to lodge an appeal against a decision by a licensing authority (including Transport for London) or a traffic commissioner to suspend a license issued to **You** on grounds that **You** are unfit to be licensed, where (i) that license is required in order for **You** to carry on **Your Occupation** and (ii) the incident(s) to which that decision relates occurred during the **Period of Insurance** (but not during the **Deferment Period**). For this purpose, incident(s) which occurred during a period when **You** were validly covered by a policy issued by **Us** to **You** on substantially the same terms as this **Policy** and did not occur during a deferment period under the terms of that policy, shall be treated as having taken place during the **Period of Insurance**

Legal Cost Limit	The Legal Cost Limit specified in the schedule.
Loss of Income	Loss of income due to Disqualification up to a maximum of 65% of Your Income .
Medical Practitioner	A doctor registered with the General Medical Council.
Occupation	Any trade, profession or vocation You undertake, for profit, pay or reward as shown in the schedule, for at least 16 hours per week under a written contract of employment or on a self-employed basis.
Maximum Monthly Transport Costs	The Maximum Monthly Transport Costs stated in the schedule.
Non-Death Benefit	A payment in accordance with the terms of this Policy in respect of Transport Costs, Legal Cost and/or Loss of Income .
Period of Insurance	The Period of Insurance stated in the schedule.
Policy	This insurance document and the schedule, including any endorsements.
Pre-Existing Condition	Any condition for which You have sought advice, diagnosis, treatment or counselling or of which You were or should reasonably have been aware of at inception of this Policy or for which You have been treated at any time prior to inception of this Policy . Pregnancy. Any condition for which a qualified medical practitioner advises against travel.
Premium	The amount You must pay for cover under this Policy . This includes all applicable taxes.
Regulated Vehicle	A vehicle, of the type identified in the schedule (or subsequently notified by You to Us) as being used by You for the purposes of Your Occupation .
Territory	England, Northern Ireland, Scotland, Wales, the Channel Islands and the Isle of Man.
Terrorism	An act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.
Transport Costs	Costs incurred by You within the Territory in respect of driver services and public transport following Disqualification . If You utilise driver services, You must only use the services of a person aged 21 or over who has held a clean valid driving licence for at least two years, who holds appropriate motor insurance and who provides driver services using a Vehicle in the ordinary course of his or her business.

Transport Costs Limit

The **Transport Costs Limit** stated in the schedule.

Transport Legislation

Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009, Control of Pollution (Amendment) Act 1989, Goods Vehicles (Licensing of Operators) Act 1995, HGV User Levy Act 2013, International Carriage of Perishable Foodstuffs Act 1976, Metropolitan Public Carriage Act 1869 (including as extended by section 15 of the Transport Act 1985), Private Hire Vehicles (London) Act 1989, Public Passenger Vehicles Act 1981, Town Police Clauses Act 1847, Town Police Clauses Act 1889, Transport Act 1968 and Vehicle Drivers (Certificates of Professional Competence) Regulations 2007.

Vehicle

A motor vehicle which is constructed for the carriage of passengers and their effects and is adapted to carry not more than 8 passengers and does not exceed 3500 kilograms, of which the driver is the owner or registered keeper and which the driver is authorised and licenced to drive in the ordinary course of that driver's business and who holds any and every licence, certification or registration required to provide such a service to **You** and other members of the public.

We/ Us / Our/ Ours

Stubben Edge (Risk) Limited (solely in its capacity as agent for the **Insurer**).

You/ Your/ Yours

The **Insured**.

Transport Costs

In the event of **Your Disqualification** during the **Period of Insurance** the **Insurer** will indemnify **You**, subject to the terms of this **Policy**, for reasonable **Transport Costs** incurred by **You** during the **Indemnity Period** up to the **Transport Costs Limit** provided that the **Maximum Monthly Transport Costs** are not exceeded.

However, if **You** incur **Transport Costs** in connection with a trade, profession or vocation or employment, the **Insurer** will only pay **Transport Costs** where those **Transport Costs** are incurred to transport **You** (i) without also being incurred either to transport any person who is a client or prospective client of that trade, profession or vocation (or any person who is engaged in the supply of goods or services for use in that trade, profession or vocation) or so as to provide a transport service for any such a person, or (ii) in circumstances where the cost would otherwise be borne by **Your** employer.

The **Insurer** will not pay for additional costs incurred in connection with transport, such as fuel costs, insurance, parking or similar costs.

The **Insurer** will not cover the cost of any season travel ticket that **You** would have purchased notwithstanding **Your Disqualification**.

If the **Insurer** makes a payment to **You** in respect of **Transport Costs** on the basis that a licence **You** hold has been suspended under section 115 of the Road Traffic Act 1988, the Metropolitan Public Carriage Act 1869 (including as extended by section 15 of the Transport Act 1985) or the Private Hire Vehicles (London) Act 1998, and it is subsequently established that **You** would have been excluded from benefiting under the terms of the **Policy** if the full facts had been known when that payment was made (e.g. because an exclusion applies, but was not known to apply when the payment was made), that payment must be refunded to the **Insurer**.

If **Disqualification** occurs a second time during the **Period of Insurance**, **You** will not be eligible for an indemnity for **Transport Costs** for a period of 12 months after the date of the event which led to or caused **Your** previous **Disqualification**.

If **You** make a valid claim for **Transport Costs** under this **Policy** following **Your Disqualification** **You** shall not be eligible to make a further claim under this **Policy** for subsequent **Disqualification**.

Legal Cost

In the event of **Your Disqualification** during the **Period of Insurance** the **Insurer** will indemnify **You**, subject to the terms of this **Policy**, for **Legal Cost** incurred by **You** during the **Indemnity Period** up to the **Legal Cost Indemnity Limit**.

If the **Insurer** makes a payment to you in respect of **Legal Cost** on the basis that a licence **You** hold has been suspended under section 115 of the Road Traffic Act 1988, the Metropolitan Public Carriage Act 1869 (including as extended by section 15 of the Transport Act 1985) or the Private Hire Vehicles (London) Act 1998, and it is subsequently established that **You** would have been excluded from benefiting under the terms of the **Policy** if the full facts had been known when that payment was made (e.g. because an exclusion applies, but was not known to apply when the payment was made), that payment must be refunded to the **Insurer**.

If **Disqualification** occurs a second time during the **Period of Insurance**, **You** will not be eligible for an indemnity for **Legal Cost** for a period of 12 months after the date of the event which led to or caused **Your** previous **Disqualification**.

If **You** make a valid claim for **Legal Cost** under this **Policy** following **Your Disqualification** **You** shall not be eligible to make a further claim under this **Policy** for **Legal Cost** on a subsequent **Disqualification**.

Income Protection Benefit

The **Insurer** will indemnify **You**, up to the **Income Protection Limit**, for **Your Loss of Income** which directly results from **Your Disqualification** during the **Period of Insurance**.

The most the **Insurer** will pay **You** is 65% of **Your Income**, up to a maximum of the **Loss of Income**, as set out in the schedule.

The **Insurer** will not make any payment to **You** if and to the extent that (i) **You** are entitled to income from a source other than **Your Occupation**, and/or (ii) income from another source either (aa) in whole or in part compensates **You** for **Loss of Income**, or (bb) is paid as a direct or indirect result of **Your Disqualification** and is income that **You** would not be entitled to receive were it not for **Your Disqualification** or the **Incapacity** giving rise to **Your Disqualification**.

Income from such other sources may include, but is not limited to:

- continuing income from a business, including dividends;
- continuing income from an employer, including any benefit in kind, pension contribution, and sick pay;
- income from a pension which is first payable on incapacity;
- income received as a result of **Your Incapacity** (not including state benefit);
- any income, or any other benefit, from any other insurance policy, including:
 - a. credit card protection;
 - b. loan protection;
 - c. income protection/permanent health insurance;
 - d. mortgage payment protection; and
 - e. pension premium protection.

If any withholding or deduction is made for or on account of tax from any such income, then for the purposes of calculating the amount of income in respect the **Insurer** will not make a payment to **You**, the amount of that income will be grossed-up so as to include an amount equal to the tax that was withheld or deducted.

The **Insurer** will make payments for **Loss of Income** monthly in arrears, but no payment will be made for **Loss of Income** sustained:

1. after the last day of the **Indemnity Period** or, if earlier, the day after **Your Disqualification** ends; or
2. when **You** are remanded in custody (The **Insurer** will compensate **You** retrospectively for **Loss of Income** directly resulting from **Your Disqualification** if **You** are not convicted of the offence for which you remanded in custody);
3. when **You** serve a custodial sentence; or
4. when **You** die (or after **Your** death).

If the **Insurer** makes a payment to **You** in respect of **Income Protection Benefit** on the basis that a licence **You** hold has been suspended under section 115 of the Road Traffic Act 1988, the Metropolitan Public Carriage Act 1869 (including as extended by section 15 of the Transport Act 1985) or the Private Hire Vehicles (London) Act 1998, and it is subsequently established that **You** would have been excluded from benefiting under the terms of the **Policy** if the full facts had been known when that payment was made (e.g. because an exclusion applies, but was not known to apply when the payment was made), that payment must be refunded to the **Insurer**.

If **Disqualification** occurs a second time during the **Period of Insurance**, **You** will not be eligible for **Income Protection Benefit** for a period of 12 months after the date of the event which led to or caused **Your** previous **Disqualification**.

If **You** make a valid claim for **Loss of Income** under this **Policy** following **Your Disqualification** **You** shall not be eligible to make a further claim under this **Policy** for **Income Protection Benefit** on a subsequent **Disqualification**.

Accidental Bodily Injury leading to Accidental Death

The **Insurer** will pay an amount equal to the **Accidental Death Benefit Amount** if **You** suffer an **Accidental Bodily Injury** during the **Period of Insurance** that is the sole cause of and results in **Your** death within the **Territory** within 12 months of the injury from which the claim arises.

If after the **Insurer** has examined all available evidence, the **Insurer** is satisfied that **Your** disappearance can properly be due to **Your** death as a result of an **Accidental Bodily Injury**, the **Insurer** may pay an amount equal to the **Accidental Death Benefit Amount**. If, however, after the **Insurer** has paid an **Accidental Death Benefit Amount** **You** are found to be living, or not to have died as a result of an **Accidental Bodily Injury** that occurred during the **Period of Insurance**, that payment must be refunded to the **Insurer**.

Exclusions

The **Insurer** will not make any payment in respect of a:

1. **Non-Death Benefit** if **Your Disqualification** results directly or indirectly from **You**:
 - a. driving under the influence of alcohol or drugs unless it is established by **You** that (i) (in the case of a drug) the drug was prescribed for **You** by **Medical Practitioner** (otherwise than for the treatment of drug or alcohol addiction) and taken in accordance with the directions of that doctor; and (ii) (in the case of alcohol) the proportion of alcohol in **Your** breath, blood or urine is no more than 10% of the prescribed limit for the purposes of the Road Traffic Act 1988;
 - b. **Your** participation a motor race, rally, pace making, motor sport (including hill climbing), speed trial, reliability trial, any other trial, competition and/or endurance test;
 - c. conviction for a motoring offence committed while **You** were operating or in control of a motor cycle or motor scooter (other than a moped);
 - d. not providing a specimen of breath, blood or urine for a laboratory test;
 - e. dangerous, careless or inconsiderate driving (as defined, in each case by the Road Traffic Act 1988);
 - f. driving without insurance that satisfies the requirements of section 145 of the Road Traffic Act 1988;
 - g. driving while disqualified;
 - h. wanton or furious driving;
 - i. use of a hand-held mobile phone or a device (other than a two-way radio) which performs an interactive communication function by transmitting and receiving data; and/or
 - j. driving a motor vehicle in a position which does not give proper control or a full view of the road and traffic ahead.
2. **Non-Death Benefit** or **Accidental Death Benefit** if:
 - a. **You** have not attained the age of 21 years old or are aged 62 years old or older at the start of the **Period of Insurance**;

- b. **You** do not hold, and have not for a period of at least 2 years prior to the start of the **Period of Insurance** held, a full driving licence issued by the Driver and Vehicle Licensing Authority (or equivalent authority in Scotland, Northern Ireland, the Channel Islands or Isle of Man);
- c. **You** do not validly hold, throughout the **Period of Insurance** prior to **Your Disqualification**, each and every certification, licence, permission and/or registration required for **You** to carry on the **Occupation** from which **You** earn **Your Income** using a **Regulated Vehicle**;
- d. the **Regulated Vehicle You** use for **Your Occupation** does not have, throughout the **Period of Insurance** prior to **Your Disqualification**, each and every certification, licence, permission and registration required for that **Regulated Vehicle** to be used by **You** in carrying on the **Occupation** from which **You** earn **Your Income**;
- e. **You** do not comply (where applicable) throughout the **Period of Insurance** prior to **Your Disqualification**, with the legislation relating to driver's hours (e.g. Part VI of the Transport Act 1968 and the Community Drivers' Hours and Recording Equipment Regulations 2007);
- f. **You** are not permanently resident within the **Territory**; and/or
- g. **You** have been declared bankrupt or have been served a County Court or High Court judgment or been convicted of a criminal offence within the 3 years preceding the start of the **Period of Insurance**.

3. Non-Death Benefit or Accidental Death Benefit where the event that would otherwise have given rise to an entitlement to a **Non-Death Benefit** or **Accidental Death Benefit** is caused by or arises from or is contributed to by:

- a. war, invasion, acts of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power whether war be declared or not;
- b. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- c. the radioactive, toxic, explosive or other hazardous or contaminating properties of any explosive nuclear installation, reactor or other nuclear assembly or nuclear component thereof; and/or
- d. any weapon of war or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

4. Non-Death Benefit or Accidental Death Benefit:

if, at the date of issue of **Your Policy**, **Your** driving licence is endorsed with nine (9) or more penalty points.

5. Non-Death Benefit or Accidental Death Benefit:

if **Your Disqualification** occurs during the **Deferment Period** as a result of penalty points that **You** are notified of during the **Deferment Period** or an incident (or incidents) that occur(s) during the **Deferment Period**.

6. Non-Death Benefit or Accidental Death Benefit:

where the event that would otherwise have given rise to an entitlement to a **Non-Death Benefit** or **Accidental Death Benefit** was caused by an act, or acts, of **Terrorism** or was caused by an action taken in controlling, preventing, suppressing or in any way related to an act or acts of **Terrorism**.

7. **Non-Death Benefit or Accidental Death Benefit:**

where **Your Disqualification** is imposed, or penalty points incurred, when the vehicle **You** are driving or are in control of at the time the incident giving rise to **Your Disqualification** or penalty points occurred, is forfeited pursuant to powers conferred by the Modern Slavery Act 2015.

8. **Non-Death Benefit:**

when the event that would otherwise have given rise to or contributed to an entitlement to a **Non-Death Benefit** occurred **You** were attempting to commit, participating in, committing, or acting as an accessory to the commission of, any offence (including, but not limited to, an offence pursuant to the **Transport Regulations**).

9. **Accidental Death Benefit:**

If **Your** death results in whole or in part from:

- a. **You** attempting to commit, participating in, committing, or acting as an accessory to the commission of, any offence (including, but not limited to, an offence pursuant to **Transport Legislation**), and/or
- b. **Your** dependence on drugs or non-dependent abuse of drugs, and/or
- c. **Your** use of alcohol or drugs (unless the drug was prescribed for **You** by a doctor registered with the General Medical Council (otherwise than for the treatment of drug or alcohol addiction) and taken in accordance with the directions of that doctor); and/or
- d. **You** engaging in a **Hazardous Activity**, and/or
- e. **You** driving under the influence of alcohol or drugs unless it is established (in the case of a drug) that the drug was prescribed for **You** by a doctor registered with the General Medical Council (otherwise than for the treatment of drug or alcohol addiction) and taken in accordance with the directions of that doctor;
- f. **You** serving on activity duty with any armed force of any country or international authority (whether war is declared or not); and/or
- g. **Your** act or omission, being a deliberate or reckless exposure to danger (except in an attempt to save human life); and/or
- h. a medical or surgical procedure, unless that procedure was a necessity as a result of an **Accidental Bodily Injury** which **You** suffered; and/or
- i. **You** participation in, attempt at, or acting as accessory to, any crime; and/or
- j. **Your** suicide, attempted suicide or self-inflicted injury (regardless of **Your** state of mind at the time the **Accidental Bodily Injury** occurred).

10. **Accidental Death Benefit or Non-death Benefit:**

a wilful and deliberate act or omission, committed by **You** (or by any other person or entity) with the intention of **You** (or any other person or entity) gaining from a claim being made under this Policy.

General Conditions

1. Compliance with Policy requirements

The due observance and fulfilment of the terms and conditions of this **Policy** insofar as they may relate to anything to be done or complied with by **You** or **Your** personal representatives shall be a condition precedent to the **Insurer's** liability to make any payment under this **Policy**.

2. Fraud

If **You** or anyone acting for **You**:

- knowingly makes a fraudulent or exaggerated claim under **Your Policy**;
- knowingly makes a false statement in support of a claim (whether or not the claim is genuine);
- knowingly submits a false or forged document in support of a claim (whether or not the claim is genuine; or
- makes a claim for any loss or damage caused by **Your** willful act or with **Your** connivance.

We will:

- refuse to pay the claim; and
- declare the **Policy** void from the date of the fraudulent act without any refund of the **Premium**.

We may also inform the police of the circumstances.

3. Duty to mitigate

You are required to keep the loss and/or damage as low as possible in order to avoid unnecessary costs.

4. Notification of motoring offences

You must tell **Us** immediately if **You** incur any penalty points on **Your** driving record or receive any notification from the police relating to a motor offence indicating **You** are likely to receive penalty points on **Your** driving record or to be prosecuted.

You must consent to granting **Us** access to **Your** driving record if **We** request **Your** permission for such access.

If during the **Period of Insurance**, **You** are offered as an alternative to **Disqualification** or further points to attend a Speed Awareness Course or Road Safety Course run by any Police Force, Local Authority or recognised and designated course provider as an alternative to prosecution or fixed penalty, **You** must (i) inform **Us** of such an offer and (ii) accept the offer of attendance and attend and satisfactorily complete the course. If **You** refuse or neglect to attend the course, fail to complete the course or fail to pass the course to the satisfaction of the Police Force, Local Authority or recognised or designated course provider, **You** shall not be entitled to any benefit under the **Policy** for any subsequent **Disqualification**.

If **You** commit a motoring offence during the **Period of Insurance** but do not incur penalty points on **Your** driving record as a result of such motoring offence before the **Period of Insurance** has ended, then provided that **You** have notified the incident to **Us** during the **Period of Insurance** and given **Us** such details as **We** reasonably request then:

- a. any penalty points subsequently incurred on **Your** driving record in connection with the motoring offence shall for the purposes of this **Policy** be deemed to have been incurred during the **Period of Insurance**; and
- b. if as a result of the addition of the penalty points to **Your** driving record **You** are disqualified from driving, **Your Disqualification** will be deemed to have taken place during the **Period of Insurance**.

5. **Notification of criminal convictions or court judgments**

You must tell **Us** immediately if **You** are convicted of any criminal offence or served with a County Court or High Court judgment. **We** reserve the right to vary the terms and conditions of this **Policy** or cancel this **Policy** if **We** would not have agreed to cover **You** on account of the conviction or judgment.

6. **Other changes**

You must notify **Us** as soon as practicable of any other changes during the **Period of Insurance** to the information provided by **You** in connection with this **Policy**.

7. **Cancellation**

a. **Your right to cancel**

i. **Cooling-off Period**

You may cancel this **Policy** within 30 days after the start of the **Period of Insurance**, or the day on which **You** receive the documentation for this **Policy**, whichever day is later, (the Cooling-off Period) for any reason and by any means. The documentation for this **Policy** will be deemed to have been received by **You** 7 working days after it was posted to **You** by pre-paid post or the following day if it was sent to **You** by email.

If **You** cancel this **Policy** during the Cooling-off Period, having paid the **Premium**, **You** will be entitled to a full refund of the **Premium**, provided **You** have not made a claim and are not aware of any circumstances which could give rise to a claim under this **Policy**. If the **Premium** is refunded in full, the **Insurer** will treat this **Policy** as if it never existed and no liability whatsoever shall attach to the **Insurer** in respect of this **Policy**.

ii. **Outside the Cooling-off Period**

Once the Cooling-off Period has ended, **You** may cancel this **Policy** at any time by giving notice in writing to hello@stubbenedge.com and cancellation will take effect from the date notice of cancellation is received (or is deemed in accordance with the terms of the **Policy** to have been received) by **Us**.

If this **Policy** is cancelled by **You** outside the Cooling-off Period and provided that 1) **You** have not made a claim and 2) **You** are not aware of any circumstances which could give rise to a claim under this **Policy**, **We** will refund the proportion of any **Premium** **You** have paid that relates to the period from effective date of cancellation to the end of the **Period of Insurance**.

b. **Our right to cancel**

We may cancel this **Policy**, provided **We** have a valid reason for doing so, by giving **You** notice in writing to **Your** last known postal and/or email address, stating the effective date of cancellation.

Valid reasons may include but are not limited to:

- Fraud;
- non-payment of **Premium**;
- non-compliance with the terms and conditions of this **Policy**;
- non-cooperation (such as failure to supply any information or documentation **We** require or failure to supply information or documentation in a reasonably clear and accessible manner); or
- **Your** bankruptcy or conviction of a criminal offence or **Your** being served with a County Court or High Court judgement.

The effective date of cancellation will not be less than 30 days from the date **We** issue notice of cancellation, unless **Our** reason for cancellation is deliberate or reckless misrepresentation on **Your** part, in which case this **Policy** will be cancelled with immediate effect, or non-payment of **Premium**, in which case the effective date of cancellation will be 30 days after the payment due date.

If **We** have agreed that **You** can pay **Us** the **Premium** by instalments and **You** fail to pay the initial **Premium** or any subsequent instalment within 30 days of its due date, **We** will cancel this **Policy** with effect from the 30th day following the date on which the unpaid **Premium** was due and **You** will not be entitled to any benefits under this **Policy** after the date the unpaid **Premium** was due.

Notice of cancellation by **You** or **Us** is deemed to be served on the date of delivery to **Us** if the notice is delivered by hand or email, or 5 working days after posting if notice is sent to **Us** by pre-paid letter post properly addressed.

8. **Law applicable to this Policy**

Unless otherwise agreed by **You** and **Us** this **Policy** shall be subject to and construed solely in accordance with the law of England.

9. **Jurisdiction**

All disputes arising out of or in connection with this **Policy**, including but not limited to any disputes relating to the formation, validity and interpretation and application of the terms, conditions, limits and exclusions of this **Policy**, shall be subject to the exclusive jurisdiction of the Courts of England. The **Premium** for this **Policy** has been calculated accordingly, and no consideration has been paid in respect of any sums payable as a consequence of the jurisdiction of any other court.

10. **Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 and any amending and/or subsequent legislation to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

11. Assignment, trust, or charge

No assignment, charge or trust, of, over or in respect of, this **Policy** (or rights arising under this **Policy**) will not bind the **Insurer** unless and until **We** have issued an endorsement setting out the **Insurer's** agreement to any such assignment or the creation of such charge or trust.

We will not be bound to accept or be affected by any notice of any trust or charge relating to this **Policy**.

12. Use of language

The language used in the **Policy** and any communications relating to it will be in English.

13. Data protection and privacy

We take **Your** privacy very seriously.

We collect and process information about **You** in order to provide insurance policies and to process claims.

Your information is also used for business purposes such as fraud prevention and financial management. This may involve sharing or obtaining information about **You** within **Our** group of companies and other third parties such as insurers, sub-brokers, loss adjusters, credit reference agencies, service providers and professional advisors as well as **Our** regulators and fraud prevention agencies.

All information about **You** held by **Us** of a sensitive or personal nature will be treated as private and confidential in compliance with the provisions of all applicable data protection legislation and such data will only be used for the purposes of processing **Your Policy**, including underwriting, administration and handling any claim that may arise.

We may use and disclose the information **We** have about **You** in the course of arranging, placing and administering **Your** insurance. This may involve passing information about **You** to companies within the same group as the **Insurer** and sometimes with **Our** affiliates and/or commercial partners. **We** may share the information both inside and outside the European Economic Area, in confidence and where appropriate safeguards are in place, for these purposes with agents or service providers, other insurers, claim handlers and financial services companies, to whom **We** may outsource certain business operations and as required by law and regulation.

You are entitled, upon the payment of a reasonable fee (if applicable), to a copy of the personal data which is held about **You** by **Us**. If **You** wish to obtain such a copy, please contact **Us**.

We will only retain **Your** personal information for the period required to administer **Your Policy** or as required by law, if longer.

We may record telephone calls to help **Us** monitor and improve the service **We** provide.

For further information on how **Your** information is used and **Your** rights in relation to **Your** information please see **Our Privacy Policy**. If **You** do not have access to the internet, please contact **Us** and **We** will send **You** a printed copy.

Claims conditions

If **You** suffer **Disqualification** and wish to make a claim under this **Policy**, please contact claims@stubbenedge.com as soon as possible. If **You** fail to notify **Us** within 30 days of the date **You** are disqualified the **Insurer** shall be under no obligation to pay any claim or benefits arising from **Your Disqualification**.

It is **Your** responsibility to prove any loss and therefore **We** may ask **You** to provide, at **Your** own expense, receipts, valuations, photographs, and any other relevant information and documents and assistance **We** may require to help with **Your** claim.

You must give **Us** details of any other insurance or indemnity covering the same risk or part thereof and provide **Us** with such assistance and co-operation as **We** reasonably request for the purpose of enforcing any rights against or of obtaining any relief or indemnity from any person, to which the **Insurer** shall, upon providing to **You** any such payment, become entitled by subrogation.

If **You** claim for a **Non-death Benefit** **You** must complete the applicable claims form on our website at mylicenceprotection.com within 30 days of receipt by **You** of the first notification (e.g. any Notice of Intended Prosecution, Complaint, Summons or other communications) that **You** may (i) be subject to **Disqualification** from driving, (ii) have or may developed a medical condition or disability that is notifiable to the DVLA (e.g. including confirmation from a **Medical Practitioner** that you have a condition that is notifiable to the DVLA), (iii) be refused insurance on grounds of ill health, or (iv) suffer a **Doctor's Disqualification** (in which case you should provide an appropriate letter from a **Medical Practitioner**).

If **You** claim **Transport Costs** or **Legal Cost**:

1. **You** will be required to complete the initial Claims Form and thereafter, at fortnightly intervals, a Further Claims Form, both of which can be found on **Our** website at mylicenceprotection.com;
2. each Claims Form must be accompanied by all relevant receipts and invoices;
3. the **Insurer** will reimburse by electronic funds transfer **You** for **Your Transport Costs** and **Legal Cost** expenses on a fortnightly basis but only for such **Transport Costs** and **Legal Cost** for which **You** have produced satisfactory evidence of payment; and
4. **You** may be requested to provide the original of certain documents which **You** will need to submit by post to **Us**.

If **You** claim for **Income Protection Benefit**:

1. **You** will be required to complete the initial Claims Form, which can be found on our website at mylicenceprotection.com;
2. the Claims Form will need to be accompanied by evidence (including, but not necessarily limited to, the evidence referred to in the definition of **Income**) of the **Income** from **Your Occupation**;
3. the **Insurer** will pay you by electronic funds transfer in respect of **Lost Income** on a monthly basis, in arrears, but only for such **Lost Income** for which **You** have produced evidence (satisfactory for the **Insurer**) of having received or been entitled to have received in the 12 month period prior to **Disqualification**; and
4. **You** may be requested to provide the original of certain documents which **You** will need to submit by post to **Us**.

If a claim is for **Accidental Death Benefit**, the applicable claims form on **Our** website at mylicenceprotection.com must be completed within 60 days of the event giving rise to the claim. **We** will ask certain documentation to be sent to **Us**, including but not necessarily limited to:

- the **Policy** schedule;
- the original death certificate or Registrar's certified copy;
- proof of entitlement of the person claiming payment; and/or
- a coroner's report or inquest.

If any claim under this **Policy** shall be in any respect fraudulent or if any fraudulent means or devices shall be used by **You** or anyone acting on **Your** behalf to obtain benefit under this **Policy** the **Insurer** shall be under no liability in respect of such claim.

Payments by or on behalf of the **Insurer** will be made by electronic funds transfer and not by any other means. Claims Forms available on mylicenceprotection.com will enable **You** to inform **Us** of the name of **Your** account, bank, sort code and account number of the account to which **You** wish an electronic transfer of funds to be made.

Complaints

It is **Our** intention to provide **You** with the best possible service and if the service **You** receive in connection with this **Policy** does not meet **Your** expectations **We** want to hear about it so **We** can try to put things right. **We** take all complaints seriously and following the steps below will help **Us** understand **Your** concerns and give **You** a fair response.

If **You** wish to make a complaint, please either write to: Complaints Handler, Stubben Edge (Risk) Limited, 77 Cornhill, London EC3V 3QQ or email complaints@stubbenedge.com.

When **You** contact Stubben Edge (Risk) Limited, please include details of:

- **Your** name, address, telephone number, and e-mail address;
- the **Policy** number (shown on the schedule) of this **Policy**;
- the nature of **Your** complaint.

Any written correspondence should be headed 'COMPLAINT' and **You** may include supporting material.

Our promise

We will:

- acknowledge all complaints promptly and in any event within 5 working days;
- investigate **Your** complaint quickly and thoroughly;
- keep **You** informed of progress;
- do everything possible to resolve **Your** complaint; and
- use the information from complaints to continuously improve **Our** service.

If You remain dissatisfied

Should **You** remain dissatisfied after the review of **Your** complaint or **You** have not received a written offer of resolution within 8 weeks of the date **We** received **Your** complaint **You** may be eligible to refer the matter to the Financial Ombudsman Service (FOS). Referral of **Your** complaint to the FOS will not affect **Your** right to take legal action but the FOS will not adjudicate on any case where litigation has commenced.

This complaints procedure does not affect any legal right **You** have to take action against **Us**.

About the Financial Ombudsman Service (FOS)

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider **Your** complaint if **You** are an 'eligible complainant' and if:

1. **We** have been given an opportunity to resolve it; and
2. **We** have sent **You** a final response letter and **You** have referred the complaint to the FOS within 6 months of **Our** final response letter; or
3. **We** have not responded to **Your** complaint with a decision within eight (8) weeks.

Eligible complainants' are private individuals or 'micro-enterprises' (a micro-enterprise is an enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million). Further information can be found at:

Financial Ombudsman Service,
Exchange Tower,
London E14 9SR

Telephone: 0800 023 4567

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

Website: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

The **Insurer** and Stubben Edge (Risk) Limited are each covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if the **Insurer** or Stubben Edge (Risk) Limited cannot meet their respective financial obligations. Whether **You** are covered will depend on the precise circumstances in your particular case. Further information about compensation scheme arrangements is available from the FSCS.

Financial Services Compensation Scheme,
10th Floor, Beaufort House,
15 St Botolph Street,
London EC3A 7QU

Telephone: 0800 678 1100

Email: enquiries@fscs.org.uk

Website: www.fscs.org.uk



www.stubbenedge.com

Stubben Edge (Risk) Limited (FRN: 807870) is an appointed representative of Resolution Compliance Limited (FRN: 574048) which is authorised and regulated by the Financial Conduct Authority. Stubben Edge (Risk) Limited (No 09073942) is registered in England and Wales. Registered office: Seventh Floor, 75-77 Cornhill, London, United Kingdom, EC3V 3QQ.

LPN05 V1.3 11_18