

Quick Product  
Information  
Guide

# FARE PAYING

## PASSENGER LIABILITY

### Cover provided:

- Fare Paying Passenger Liability

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Your most mobile liability policy

This product is aimed to provide specialist cover for liability exposure while carrying persons for reward. The policy covers the insured's legal liability to pay damages and legal costs in respect of an incident involving an insured vehicle leading to injury.

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**Our Insurer:**  
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# FARE PAYING PASSENGER LIABILITY

 This is a compulsory section

## OPERATIVE CLAUSE

The insurer will indemnify the insured in respect of an incident in connection with an insured vehicle causing injury to a passenger but excluding:

- injury to any person in the employ of the insured
- any judgement, award or settlement made within countries operating under the laws of the USA or Canada

## EXCLUSIONS

This policy does not cover liability:

- arising out of circumstances compulsorily insurable by legislation
- for racing, speed or other contests, rallies or trials
- if the number of persons carried exceed the vehicle carrying capacity
- where the vehicle is being used outside the territorial limits defined in the policy
- where the incident occurred whilst the vehicle is driven by:
  1. the insured whilst under the influence of intoxicating liquor or drugs
  2. any other person with the general consent of the Insured who to the Insured's knowledge is under the influence of intoxicating liquor or drugs
  3. who is not licensed to drive such Vehicle
- where the insured vehicle is not in a roadworthy condition
- where any claim arise from contractual liability
- for any loss or destruction of or damage to any property
- liability arising out of the deliberate or conscious or intentional disregard by the Insured of the need to take reasonable precautions to prevent any circumstance giving rise to a claim

## INDEMNITY TO OTHERS

The indemnity granted shall extend at the insured's option to any person driving or using a vehicle with the insured's permission provided that:

- such person shall comply with and be subject to the terms, exceptions and conditions of this policy
- such a person has not been refused any motor insurance
- there will be no cover for claims made by a member of the same household as such person
- such a person is not entitled to indemnity under any other policy

### Vehicle

means mechanically propelled motor vehicles, excluding those on rails or tracks, for the use of transportation of passengers for remuneration or payment of any kind including any motor vehicle owned hired leased or used by the Insured

### Circumstance

means knowledge of an event, or series of events arising out of one originating cause, which ought reasonably to lead to the conclusion that a Claim may be made against the Insured and is the subject of indemnity provided under this Policy

# OPERATIVE CLAUSE INCLUSION:

## DEFENCE COSTS

Subject always to Limit of Liability, the Underwriters will pay all reasonable legal costs and expenses incurred by the Insured with Underwriter's prior consent

a) in the investigation, defence or settlement of and/or

b) as a result of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any occurrence which forms or could form the subject of indemnity by this Certificate ("Defence Costs").



## DISCLAIMER

All product information contained in this document is only for information purposes and the relevant product policy wording and policy schedule shall at all times material supersede this document. This document can never be construed as the basis of any contract of insurance or binding on any party.