

## TERMS AND CONDITIONS

These Terms of Business 'Terms and Conditions' govern your relationship with Veezu Assist Limited where you elect to purchase a TFP Insurance Policy (as defined below) following an introduction by us to TFP Schemes (the "Terms").

### PARTIES

- **Veezu Assist Limited**
- **You / Driver Partner**

### DEFINITIONS

**Admin Fee:** the charge applied to your account by VAL to cover the VAL Services. Please note that this charge does not relate to your ability to make any payments with respect to any purchase of a dash camera or for any other Ancillary Products on a weekly basis.

**Ancillary Products:** any products offered by VAL for purchase by you subject to these Terms.

**Aviva:** Aviva Insurance Limited.

**Driver App:** a digital application licensed by VSL via which bookings are offered to Driver Partners by the operator.

**Driver Partner/you:** a private-hire vehicle driver holding either (a) a valid private-hire driver license issued by a relevant Local Authority and / or (b) a valid Hackney Carriage Driver's license.

**Driver Partner Portal:** the mobile or website application software owned by VSL for use by you via a compatible device.

**Effective Date:** the date these Terms are agreed by You via a checkbox on the Driver Portal prior to submitting your application for a quote.

**Gateway:** an area on the Driver Partner Portal operated and administered exclusively by VAL for the provision of the VAL Services.

**Group Company:** any company owned by Veezu Group Limited (registered number 03927808) whose registered address is at Raleigh House, Langstone Business Village, Langstone, Newport, NP18 2LH, United Kingdom.

**Journey Booking System:** a digital system licensed by VSL and made available to the licensed private-hire operator to input bookings and via which bookings are offered to you and which is made available to you through the PDA or Driver App.

**TFP Schemes:** a trading style of Q Underwriting Services Limited who administer the TFP Insurance Policy for Aviva.

**TFP Insurance Policy:** a TFP Scheme insurance policy entered by you and Aviva following an introduction by us to TFP Schemes.

veezuassist.co.uk/insure      info@veezu.insure      +44 (0) 3300 100 600  
Veezu Assist Ltd., Unit 6 Stirling Road, Shirley, Solihull, West Midlands, B90 4NE.

Incorporated in England and Wales, Company Registration No. 09215592, VAT Registration No. 198 767 429 with registered office at Raleigh House, Langstone Business Village, Langstone, Newport, NP18 2LH, United Kingdom. Veezu Assist Limited is authorised and regulated by the Financial Conduct Authority No. FRN 832752. Veezu Insure is a trading style of Veezu Assist Limited. All Veezu Insure policies are underwritten by Aviva Insurance Limited.

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**Privacy Policy:** the VAL privacy policy located here on the Veezu Assist website.

**Terms:** These Terms of Business or Terms and Conditions

**VAL:** Veezu Assist Limited, a UK registered private limited company with registered number 09215592 and registered office at Raleigh House, Langstone Business Village, Langstone, Newport, NP18 2LH, United Kingdom authorised and regulated by the Financial Conduct Authority to undertake insurance distribution and for claims management services under firm reference number FRN 832752.

**VAL Services:** the services as described in Clause 3.

**VSL:** Veezu Services Limited, a Republic of Ireland private limited company with registered number 651172 and registered office at Unit 6, Block A, Broomfield Business Park, Malahide, Co. Dublin K36 E398, Republic of Ireland.

**VSL Terms & Conditions of Business:** the terms and conditions of business between you and VSL for using the Journey Booking System and which are available for you to view on the Driver Partner Portal.

**Weekly Access Fee:** the payment charged by VSL to a Driver Partner for use of the Journey Booking System.

**Weekly Access Fee Sheet:** the credit statement issued to a Driver Partner on a weekly basis by VSL for their use of the Journey Booking System and any other services provided by a Group Company.

## NATURE OF AGREEMENT

1. These Terms shall commence and be binding on the parties from the Effective Date and shall continue, subject to the provisions set out in these Terms, for the duration of any TFP Insurance Policy you enter into following a quotation received via the Gateway.
2. By entering into these Terms you acknowledge that VAL is not authorised to act on TFP Scheme's behalf (although please note that in relation to taking payments relating to your TFP Insurance Policy, VAL holds such payments as agent for Aviva). VAL acts as an introducer on your behalf, introducing business to TFP Schemes and where you purchase a TFP Insurance Policy following such introduction VAL agrees to provide to you the VAL Services and make available to you for purchase the Ancillary Products, subject at all times to these Terms.
3. These Terms set out the agreement between you and VAL to enable you to:
  - pay for the cost of your TFP Insurance Policy on a weekly basis via a payment on the Weekly Access Fee Sheet sent to you by VSL;
  - pay for the cost of the Admin Fee owed by you to VAL via payment of the Weekly Access Fee sent to you by VSL;
  - seek support from VAL to understand the above; and
  - receive ancillary administrative and claims management support from VAL, together, the "**VAL Services**".
4. These Terms do not amend or vary the terms of your TFP Insurance Policy nor the VSL Terms & Conditions of Business to which you are party.

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5. There is no obligation on you to use the VAL Services. You acknowledge that you are free to purchase and maintain fully comprehensive motor insurance as a licensed private-hire vehicle driver from any other provider, and any other services or products otherwise available from VAL.

## PAYMENT

6. By electing to use VAL Services by purchasing a TFP Insurance Policy, you agree to an Admin Fee which is payable by you and collected as a disbursement by VSL on behalf of VAL via your Weekly Access Fee, or invoiced directly to you as appropriate.

## SALE & PURCHASE OF TFP INSURANCE POLICY

### MATERIAL CIRCUMSTANCES

7. Please remember that you must make a fair presentation of the risk to us. This means that you must:
- disclose to us every material circumstance which you know or ought to know or, failing that, sufficient information to alert us that we need to make further enquiries; and
  - make such disclosure in a reasonably clear and accessible manner; and
  - ensure that, in such disclosure, any material representation as to (a) matter of fact is substantially correct; and (b) matter of expectation or belief is made in good faith.

A material circumstance is one that is likely to influence an insurer in the acceptance and assessment of the application.

If you fail to make a fair presentation of the risk then this could affect the extent of cover provided or could invalidate your policy, so if you are in any doubt as to whether a circumstance is material then it should be disclosed to us.

Disclosures should be specific and made in a reasonably clear and accessible manner. We will not be deemed to have knowledge of any information generally referred to (for example the contents of company websites listed in the risk presentation) or any matter not expressly drawn to our attention.

You should keep a record (including copies of letters) of all information supplied to us. A copy of the completed application will be supplied to you following purchase of your TFP Insurance Policy along with your other policy documents.

### 8. YOUR PURCHASE OF THE TFP INSURANCE POLICY

A copy of the TFP Insurance Policy summary and policy wording is available via the Driver Partner Portal before you press the 'Accept' button. If you would like to take out a TFP Insurance Policy, you can do so via the Gateway and selecting the 'Quote' button.

### 9. HOW YOU PAY FOR THE INSURANCE

You can pay VAL on a weekly basis. You agree to spread the cost of the insurance into equal weekly payments which shall be added to your Weekly Access Fee sheet and collected by VSL on behalf of VAL. Any money collected and held by VAL on behalf of TFP Schemes will be held by VAL as agent of Aviva and transferred at the end of each calendar month (net of Admin Fee but including any applicable insurance premium taxes) to ensure continuity of cover.

### 10. INFORMATION RELATING TO THE TFP INSURANCE POLICY

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Once you have entered into a TFP Insurance Policy we will then provide the VAL Services to you. As part of the VAL Services, during the term of the TFP Insurance Policy, where TFP Schemes send documentation relating to your TFP Insurance Policy to us, we receive this on your behalf as your agent and will make this available to you via the Gateway. You must furnish us with all information and documentation required in relation to entering into your TFP Insurance Policy and thereafter provide any information or documentation subsequently becoming available which may affect the validity or enforceability of your TFP Insurance Policy as may be required by the terms of such policy. You warrant the accuracy, correctness and completeness of all information that you provide to us.

You shall, both during and after termination of these Terms, maintain under your care and control for such period as may be required: (i) by applicable laws; (ii) for the establishment, exercise or defence of legal claims; or (iii) for an ongoing audit or regulatory investigation or enquiry, proper and adequate records of all matters for which you are responsible under these Terms. Without limitation, such records shall be sufficient to investigate any complaint or threatened complaint against you by or in relation to a TFP Insurance Policy and to verify and demonstrate performance of and compliance with your obligations under these Terms, the accuracy of any information or data supplied and your compliance with applicable laws.

#### 11. WHAT HAPPENS IF YOU DO NOT PAY ON A WEEKLY BASIS?

Aviva may cancel the TFP Insurance Policy where the amounts you have paid weekly for the cost of the TFP Insurance Policy are not at least equal to the monthly premium due under the TFP Insurance Policy. Continuing to operate as a licensed private-hire vehicle driver without valid motor insurance is a criminal offence. It would also constitute a breach of your Terms & Conditions of Business with VSL, and your access to the Journey Booking System may cease.

#### 12. WHAT HAPPENS IF YOU DO NOT USE THE JOURNEY BOOKING SYSTEM FOR ONE WEEK OR MORE?

If you are not using the Journey Booking System, you remain liable to pay the weekly payments related to the cost of the insurance to VAL. You will need to ensure that you continue to pay the charges via your Weekly Access Fee Sheet, or pay enough in advance to cover your insurance payments if you are away and unable to pay weekly. If you disengage with VSL for any reason and for any period of time, you will not be able to pay weekly. VAL will invoice you directly for any remaining balance due for your annual insurance and you will be required to pay this directly to VAL. Failure to pay the balance will result in the TFP Insurance Policy being cancelled.

#### 13. WHAT HAPPENS IF YOU WANT TO CANCEL THE TFP INSURANCE POLICY?

You may cancel the TFP Insurance Policy in the circumstances set out in the TFP Insurance Policy. You can cancel the TFP Insurance Policy by writing to VAL via the VAL Gateway or to Veezu Assist Limited, 6 Stirling Road, Shirley, Solihull, West Midlands, B90 4NE, United Kingdom. The minimum period for the TFP Insurance Policy is 4 weeks and cancellation before this period will result in four weeks charges being applied. On or after expiry of the initial 4 weeks, you may cancel your policy with 3 days' notice. In addition, there will be a £50.00 cancellation charge if cancellation occurs within 6 months of policy inception. The £50.00 cancellation charge will be collected by VSL on behalf of VAL via the Weekly Access Fee. We will repay you any money we hold as agent of Aviva if directed to do so by Aviva.

## IN-VEHICLE / DASH CAMERA

#### 14. YOUR USE OF AN IN-VEHICLE / DASH CAMERA

The installation and use of a front-facing dash camera is a condition of these Terms. Failure to install and use a dash camera (complying with the specifications set out below) at all times whilst the vehicle is in use is a breach of these Terms and VAL may terminate these Terms in accordance with Clause 24.

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Continuing to operate as a licensed private-hire vehicle driver without valid motor insurance is a criminal offence. It would also constitute a breach of your Terms and Conditions of Business with VSL, and your access to the Journey Booking System may cease.

## 15. YOUR PURCHASE OF AN IN-VEHICLE / DASH CAMERA

You may purchase and install a front facing dash camera. Please see the Veezu Assist Website for the required specifications. If you chose to purchase the camera from VAL, you will be charged a total price of £90.00 for the camera which shall be payable by you in four equal instalments of £22.50 collected on behalf of VAL by VSL via your Weekly Access Fee over four consecutive weeks immediately following purchase. In any event, the total price of £90.00 must be repaid in full within 12 months of purchase and it must be repaid in no more than 12 instalments. The camera will be made available following purchase at the local operator hub. If you do not enter into these Terms you may still purchase a dash camera from us, and that purchase will be subject to separate terms.

## 16. YOU AGREE TO VAL MONITORING YOUR USE OF THE CAMERA

Regular checks will be undertaken by VAL employees to ensure that the footage is recording, and the camera is active. This will entail a request from a member of the Veezu Insure team for you to provide footage via a link to VAL. For further information please see the Privacy Policy on the Veezu Assist website. Failure to upload or comply may result in the TFP Insurance Policy being cancelled and a fine being levied by VAL of £200.00. Continuing to operate as a licensed private-hire vehicle driver without valid motor insurance is a criminal offence. It would also constitute a breach of the VSL Terms & Conditions of Business, and your access to the Journey Booking System may cease.

## 17. GETTING THE CAMERA INSTALLED

It is your responsibility to install the camera safely and legally having regard as necessary to any relevant manufacturer guidance.

## 18. YOUR WARRANTY

If you chose to purchase a camera from VAL, the manufacturer, Portable Multimedia Limited (trading as 'Nextbase'), provides a limited warranty for the camera, as set out in the user manual, [here](#). If you consider that the camera has failed to comply with the warranty, please get in touch with VAL if your warranty claim falls within the first 28 days from purchase via a message on the Veezu Gateway within the Driver Partner Portal and they will confirm next steps. Otherwise, please contact Nextbase directly with warranty claims after 28 days from purchase.

## ANCILLARY PRODUCTS

### 19. PURCHASING ANCILLARY PRODUCTS

These will become available from time to time to purchase from VAL. Details will be made available on the Gateway.

### 20. HOW YOU PAY FOR ANCILLARY PRODUCTS

The cost will be added to your Weekly Access Fee and collected by Veezu Services on behalf of VAL.

## ADDITIONAL TERMS RELATING TO ANCILLARY PRODUCTS

21. Please note that your purchase of Ancillary Products will be subject to separate terms.

## REPORTING ACCIDENTS

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## 22. WHAT NEEDS TO BE REPORTED

All accidents, no matter how minor, should be reported immediately to VAL's 24/7 helpline on 03300 100600. This should include incidents involving passengers or any road traffic user whether you feel you are at fault or not. Reporting an accident within 24 hours could result in the excess charged being reduced.

## 23. CLAIMS REPORTING REQUIREMENTS

All incidents must be reported to VAL immediately. Veezu Assist must be used for any non-fault accidents and provision of an alternative replacement hire vehicle. Failure to report an incident could result in the TFP Insurance Policy being cancelled. It could also result VAL issuing you with a £200 fine and the excess reduction for claims reported within 24 hours will not be applicable.

## TERMINATION

24. We may terminate these Terms by giving 30 days' notice in writing to You via the VAL Gateway or at the address shown on the schedule unless a change of address has been notified to us. Termination of these Terms does not give you any right to a refund of premiums paid to Aviva with respect to the TFP Insurance Policy. If these Terms are terminated and your TFP Insurance Policy remains in place with Aviva, you should ensure that any ongoing payments due relating to your policy continue to be made to Aviva directly.

## CANCELLATION OF TFP INSURANCE POLICY BY AVIVA

25. Aviva may cancel the TFP Insurance Policy in accordance with its terms. You should read these carefully.

## DATA PROTECTION AND PRIVACY

26. Any personal data that you supply to VAL will be processed in accordance with VAL's Privacy Policy.

## INTELLECTUAL PROPERTY

27. All intellectual property rights of any nature vesting in the Driver Partner Portal, including the Gateway, together with the underlying software code are exclusively owned by VSL.

## LIMITATION OF LIABILITY

28. Subject to Clause 30, each party's aggregate liability to the other in respect of all claims arising out of or in connection with these Terms (including as a result of breach of contract, negligence or any other tort, under statute or otherwise) will be limited to:

- the total sums paid by you for goods purchased subject to these Terms with respect to claims relating to your purchase of such goods;
- one million pounds sterling (£1,000,000) in relation to all other claims.

29. Subject to Clause 30:

- we do not provide any warranties or make any representations in respect of the TFP Insurance Policy;

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- we shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, for any losses arising from:
  - our introducing you to TFP Schemes, or otherwise in connection with the matters contemplated by these Terms (including where no policy is issued by Aviva); and/or
  - any reliance placed by you or any other person on any statement or communication made by us in the course of providing the VAL Services; and
  - all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement.

30. Nothing in these Terms will exclude, limit or restrict any party's liability for death or personal injury resulting from the negligence of that party (or its officers, agents or employees), fraud or fraudulent misrepresentation committed by that party (or its officers, agents or employees), or any other matter in respect of which liability cannot by applicable law be limited.

## MISCELLANEOUS PROVISIONS

31. These Terms shall be governed by and construed in accordance with the law of England and Wales.
32. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation.
33. If any provision of these Terms shall be deemed unlawful, void or otherwise unenforceable, then such provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.
34. You shall not have the right to assign, transfer or otherwise deal with the rights granted under this agreement without the prior written consent of VAL.
35. Nothing in these Terms is intended to or shall operate to create a partnership or joint venture between the parties. You shall have no authority to act in the name of or on behalf of VAL, or to enter into any commitment or make any representation or warranty or otherwise bind VAL in any way.
36. We may update these Terms from time to time, please check back regularly for updates.

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