

Drivers Negligence Agreement Form

Notwithstanding the conditions in our Terms of Business we will indemnify you for the negligent acts of the temporary driver(s) supplied by us that result in the loss or damage to the vehicle driven at the time of the incident.

The maximum amount payment for any claim for loss or damage to such vehicle shall be limited to £5,000. (This includes the reasonable cost of removal to the nearest repairer). We will not cover :

- a. loss of or damage to or destruction of:
 - i. tyres unless resulting from an accident;
 - ii. any device designed for the purpose of transmitting or receiving radio signals.
- b. loss of use, depreciation or wear and tear.
- c. mechanical or electrical breakdown, failures or breakages.
- d. climatic or atmospheric conditions or extremes of temperature.
- e. deterioration, rust, corrosion, inherent defect or any process of cleaning, restoration, alteration or repair.
- f. any act, breach, omission or infringement which any temporary driver supplied by you deliberately, spitefully, dishonestly or recklessly commits, condones or ignores which could reasonably be expected to cause property damage even if such property damage is of a different degree or type than could reasonably have been anticipated.
- g. any vehicle being used for racing, rallying, pacemaking or speed testing.
- h. theft of accessories and/or spare parts unless these are stolen with the entire vehicle.
- i. for the amount of the Excess of £500 for each and every incident of damage.

In the event of a claim the maximum amount payable relating to the total loss or destruction of the vehicle shall be market value immediately prior to such loss or destruction but not exceeding in total the limit referred to above.

The client must at all times operate the same system of check and supervision as if the temporary driver were their own employee.

Cover will only be granted in respect of a driver who :-

- i. is age 23 or over
- ii. holds a full United Kingdom or equivalent European Community or European Economic Area driving licence clear of endorsements, other than individual endorsements of not more than three penalty points each, or equivalent European Community or European Economic Area penalties, in the following or equivalent endorsement categories: AC10, AC20, CU10, CU20, CU30, CU40, CU50, CU80, MS10, MS20, MS30, MS40, MS50, MS60, MS70, MS80, MW10, PC10, PC20, PC30, PL10, PL20, PL30, PL40, PL50, SP10, SP20, SP30, SP40, SP50, SP60, TS10,



TS20, TS30, TS40, TS50, TS60, TS70;

iii. who has not been involved in 2 or more fault accidents and/or claims in the last 3 years, unless otherwise agreed by our Insurers

iv. has held a valid full United Kingdom or equivalent European Community or European Economic Area driving licence appropriate for the vehicle being used for at least two years;

v. has worked as a driver for at least 180 days in the last two years.

NUMBER OF DRIVERS TO BE SUPPLIED: PERIOD OF AGREEMENT:

Client Name:

Client Address:

Agency Name:

Signed And Agreed For And On Behalf Of Umbrella :

Status: Dated:

Signed And Agreed For And On Behalf Of Agency:

Status: Dated: