



# **HOMEFLEET**

## **POLICY**

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## INTRODUCTION TO YOUR POLICY

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Thank you for choosing the Tradex Homefleet insurance to provide protection for all your vehicles. We are pleased to welcome you as a valued client.

This policy is a legal contract which relies on the information you supplied when you applied for this insurance. We use the information to decide what cover to provide and how much you will pay. It is therefore essential that all the information given is complete and accurate and that you have not withheld or misrepresented any information which will affect your insurance. It is also important that, throughout the life of this policy, you tell your broker, agent or us immediately if there are any changes in your circumstances or to the information already given. If you are not sure whether something is important or relevant, please tell your broker, agent or us anyway as failure to do so may affect a claim, the cover provided, invalidate your insurance or result in it not operating fully or a claim payment being reduced.


This policy, together with your schedule, certificate of motor insurance and any endorsements that apply, sets out the insurance protection being provided in return for your premium. It also tells you how to make a claim and how to contact us.

This policy may be insured by more than one insurer or co-insurer. The schedule will show this and detail who the insurers or co-insurers are.

The subscribing insurers' obligations under this contract of insurance are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Please read all the documents carefully and keep them in a safe place. You will see that certain words and phrases which have specific meanings have been defined and are in bold type throughout your policy. If you find any errors in any of the documents we have sent you, please tell us immediately so that we can make the necessary changes. We recommend that you keep a copy or record of all information you give to your broker, agent or to us.

We hope your association with us will be a long and successful one.



**Nick Taylor**

Chief Executive Officer

Tradex Insurance Company Limited

## MAKING A CLAIM

When advising a claim or contacting a helpline, please give your name, policy number and full details of your claim.

### Motor incidents

**As soon as you can, please telephone the First Response Helpline on 0333 313 3131 or from abroad +44 (0)1708 729510**

To make the claims process easier for you, the claims team will either text you or call you with a claim reference number and their contact details.

#### Please note

- So as not to prejudice your claim, you must report all incidents to us within the timescales set out in General Conditions 1 and 2 (see page 16). In any event, all claims must be reported to us within 48 hours of your becoming aware of any circumstance which may give rise to a claim. If a camera, digital CCTV recording system and/or telematics is fitted to your vehicle you must provide us with all records, footage and/or memory cards as soon as is practicable
- You must report every incident as promptly as possible even if there is no damage to your vehicle or you were not at fault.
- If the vehicle has been stolen, you must upon discovery
  - advise the police and inform us of the crime reference number
  - and if applicable, the vehicle tracing company.
- We will require full details of the incident including the names and addresses of everyone involved including your passengers and any witnesses.
- You must send us, unanswered, every writ, summons, legal process or other communication about the claim from any other third party as soon as you receive it.
- You must tell us in writing as soon as is practicable when you or your legal representatives become aware of any prosecution, inquest or fatal accident inquiry involving anyone covered by this policy.
- All claims for injury or non injury can be reported directly to insurers by solicitors or other representatives acting on behalf of people making a claim against you. Where we are notified of the claim by someone other than you, we will contact you. If you do not respond to us within 48 hours of our contact with you, and provide full details of the incident, we will make a decision on liability based on the information supplied by the third party or their representative. This could affect your entitlement to a no claims discount and result in the premiums you are asked to pay in the future being increased.
- Send all documentation requested to  
Tradex Claims Department, 7 Eastern Road, Romford, RM1 3NH

### Windscreen

**If you have cover, please telephone 0800 011 3677 at any time for both repairs and replacement**

#### Please note

- If you choose not to use our approved repairer to carry out a repair or replacement to the windscreen you will have to pay an additional excess of £50 for a replacement or £10 for a repair carried out by another supplier unless this is with our prior agreement.

## GENERAL DEFINITIONS

*The words and phrases shown in **bold** have the same meaning wherever they appear in the policy. They are either defined below or more specifically elsewhere in this policy.*

<b>Accessories</b>	For the purposes of this part of the <b>policy</b> , <b>accessories</b> include <ul style="list-style-type: none"><li>a) any additional and supplementary equipment fitted to the <b>vehicle</b></li><li>b) safety equipment, child car seats and any parts kept in or on the <b>vehicle</b></li><li>c) the maker's tool kit.</li></ul>
<b>Act of terrorism</b>	An act or threatened act as set out in the Terrorism Act 2000 and which is <ul style="list-style-type: none"><li>a) carried out by any person or group(s) of persons whether acting alone, on behalf of or in connection with any organisation(s) or government(s)</li><li>b) committed for political, religious, ideological or other similar purposes including the intention to influence any government and/or to intimidate the public or any section of the public and which involves any serious violence, damage to property or disruption to or interference with an electronic system, any risk to health or safety or which endangers life.</li></ul>
<b>Agreed value</b>	The value shown against a <b>vehicle</b> in the <b>schedule</b> where Optional extension 2 – <b>Agreed value</b> for classic vehicles under Section 2 – Your vehicle, is operative.
<b>Agricultural vehicle</b>	Any tractor or similar <b>vehicle</b> used for farming, gardening, animal care, forestry or snow clearance including the hauling of materials to deal with frost, ice and snow and animal feed and bedding.
<b>Articulated vehicle</b>	A goods carrying <b>vehicle</b> made up of a power unit and one semi <b>trailer</b> .
<b>Business</b>	Any clerical, professional and/or administrative business activity <b>you</b> conduct at or from <b>your home</b> excluding any kind of manual work or the use of any machinery other than office equipment.
<b>Car</b>	A private passenger <b>vehicle</b> with a maximum carrying capacity of 8 passengers in addition to the driver.
<b>Certificate of motor insurance</b>	Evidence of the existence of motor insurance as required by law including, for any <b>vehicle</b> registered in the Channel Islands, the windscreen insurance disc.
<b>Claim</b>	A <b>claim</b> or series of <b>claims</b> arising out of one event.
<b>Commercial vehicle</b>	A <b>vehicle</b> used for commercial purposes or horsebox of up to 7.5 tonnes gross vehicle weight where the driver is not required to have a special driving or operator's licence.
<b>Disabled vehicle</b>	A <b>vehicle</b> not capable of being moved under its own power.
<b>DVA</b>	The Driving and Vehicle Agency Northern Ireland.
<b>DVLA</b>	The Driving and Vehicle Licensing Authority. <b>Note:</b> For details of information held about <b>you</b> by the <b>DVLA</b> or <b>DVA</b> , go to <a href="http://www.dvla.gov.uk">www.dvla.gov.uk</a> or, if applicable, <a href="http://www.nidirect.gov.uk">www.nidirect.gov.uk</a> .
<b>Endorsement</b>	Any variation to the terms, conditions and exclusions of this <b>policy</b> as shown in the <b>schedule</b> .
<b>Essential information</b>	All information and any particular circumstances which would influence <b>us</b> in <b>our</b> decision to provide or restrict cover and to set the level of premium and <b>excess(es)</b> .
<b>Excess(es)</b>	The amount(s) and/or any percentage shown in the <b>schedule</b> or more specifically in this <b>policy</b> which will be deducted from each <b>claim</b> .
<b>Family</b>	<b>Your spouse</b> , <b>your</b> own, adopted, foster or step children, parents and other relatives living permanently with <b>you</b> .

<b>FCA</b>	The Financial Conduct Authority. <b>Note:</b> Information on regulated companies can be obtained either by calling the FCA Consumer Helpline on 0800 111 6768 or by visiting their website <a href="http://www.fca.org.uk">www.fca.org.uk</a> .
<b>Green card</b>	The document which provides proof that <b>you</b> have the minimum insurance cover required by law to drive the <b>vehicle</b> outside the <b>United Kingdom</b> .
<b>Home</b>	Your permanent private residence at the address(es) in the <b>United Kingdom</b> shown in the <b>schedule</b> .
<b>Imported vehicle</b>	A <b>vehicle</b> which may have been registered in but was not originally built to be sold in the <b>United Kingdom</b> .
<b>Indirect loss(es)</b>	Any loss, charge or cost not directly caused by the event leading to a <b>claim</b> including but not limited to loss of market, loss of contract, loss of use, monetary devaluation or any other similar economic loss.
<b>Initial period</b>	The period shown in the <b>schedule</b> during which all <b>vehicles</b> to be insured are added to this <b>policy</b> until the selected common renewal date is reached.
<b>Injury</b>	Bodily injury, death, illness, disease and/or nervous shock.
<b>Insurer/we/us/our</b>	<b>Tradex</b> , co-insurers, and any other insurer defined more fully in any part or section of the <b>policy</b> .
<b>IPT</b>	Insurance Premium Tax.
<b>Invalid form of transport</b>	A powered wheelchair or mobility scooter.
<b>In-vehicle equipment</b>	Any in-vehicle entertainment system (including CDs, DVDs and cassettes), camera, digital CCTV recording, telematics, data transmission, telephone, communication and satellite navigation equipment whilst permanently fitted to the <b>vehicle</b> or specifically designed to be removable or partly removable and which cannot function independently of the <b>vehicle</b> .
<b>Keys</b>	Any key, fob, entry card or other device or keyless entry system used to access and/or start the <b>vehicle</b> .
<b>Market value</b>	The current cost of replacing <b>your vehicle</b> with a comparable one of similar type and condition.
<b>MID</b>	Motor Insurance Database.
<b>Minibus</b>	A motor <b>vehicle</b> which is constructed or adapted to carry more than 8 but not more than 16 seated passengers in addition to the driver.
<b>Moped</b>	A <b>motorcycle</b> with a maximum design speed not exceeding 30mph, weighing not more than 250kg and with an engine of 50cc or less. The definition also includes motorcycles that can be moved by pedals if first used before 1 August 1977.
<b>Motorcycle</b>	A mechanically propelled <b>vehicle</b> , <i>not being an invalid form of transport or a moped</i> , with fewer than four wheels, the unladen weight of which does not exceed 410 kgs.
<b>Period of insurance</b>	The period stated in the <b>schedule</b> for which <b>you</b> have paid and <b>we</b> have accepted the premium.
<b>Policy</b>	This document, <b>schedule</b> , <b>endorsements</b> and, if applicable, the <b>certificate(s) of motor insurance</b> read together and any word or expression to which a specific meaning has been given has the same meaning wherever it appears.
<b>Policyholder</b>	The person(s) named as the <b>policyholder</b> in the <b>schedule</b> .
<b>Quad bike</b>	An all-terrain ride on <b>vehicle</b> that is steered by handlebars.
<b>Road rage</b>	A deliberate act by the driver or passenger of a motor <b>vehicle</b> which is intended to intimidate or cause harm to other people and/or damage to their <b>vehicles</b> or property.
<b>Road Traffic Act(s)</b>	The compulsory motor insurance provisions of any road traffic laws; being any acts, laws or regulations which govern the driving or use of any motor <b>vehicle</b> in the <b>United Kingdom</b> .

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<b>Schedule</b>	The document which gives details of the <b>policyholder</b> , the insured persons, the <b>period of insurance</b> , <b>sums insured</b> , <b>endorsements</b> applicable, <b>excess(es)</b> and the cover in force.
<b>SORN</b>	The Statutory Off Road Notification to the <b>DVLA</b> of a <b>vehicle</b> registered in Great Britain or Northern Ireland.
<b>Spouse</b>	<b>Your</b> husband, wife, civil partner (as defined in the Civil Partnership Act 2004) or someone <b>you</b> are living with as if <b>you</b> are married to them.
<b>Sum(s) insured/ indemnity limit</b>	The amount(s) shown in the <b>schedule</b> which set out the <b>policy's</b> financial limits.
<b>Territorial limits</b>	Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France including Monaco, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy including San Marino and Vatican City, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland including Liechtenstein and the <b>United Kingdom</b> .
<b>Total loss</b>	Where the <b>vehicle</b> i) has been damaged beyond economic repair or ii) was stolen and not recovered.
<b>Tradex</b>	<b>Tradex</b> Insurance Company Limited. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Register number 202917. Registered Office, 7 Eastern Road, Romford, Essex RM1 3NH. Registered number 2983873.
<b>Trailer</b>	A caravan, semi-trailer, horsebox, container or other object used for carrying goods which itself cannot be driven.
<b>Unattended</b>	No-one being in, on or in a position to prevent any unauthorised interference with a <b>vehicle</b> , <b>trailer</b> and/or any contents.
<b>United Kingdom</b>	For the purposes of this <b>policy</b> , the <b>United Kingdom</b> includes the Channel Islands and the Isle of Man.
<b>Vehicle</b>	Any <b>vehicle</b> including its <b>accessories</b> and <b>in-vehicle equipment</b> which is i) owned, registered, leased or hired under a hire purchase agreement by <b>you</b> ii) described in the <b>schedule</b> and current <b>certificate of motor insurance</b> iii) and where legally required, recorded on the <b>MID</b> .
<b>We/us/our/insurer</b>	<b>Tradex</b> or any other insurer more specifically defined in any operative part of this <b>policy</b> or shown in the <b>schedule</b> .
<b>You/your /insured</b>	The <b>policyholder</b> and any other person permitted in the <b>schedule</b> and/or <b>certificate of motor insurance</b> to drive or use the <b>vehicle</b> .

## USES AND DRIVERS

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The **vehicle** is covered only if it is being driven and/or used by the persons and in the way specified in the **schedule** and **certificate of motor insurance**.

## USE EXCLUSIONS

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*The following are not covered unless specifically shown as included in your certificate of motor insurance and/or your schedule.*

- i) hiring or letting out **your vehicle** in return for money or reward*
- ii) carrying and transporting passengers for money other than
  - a) where a mileage allowance is paid to **you** for official or agreed business duties or for the performance of a social service*
  - b) car-sharing agreements involving the use of a **car** for social or similar purposes provided that **you** make no profit from what **you** are paid for the journey**
- iii) the carriage of goods for money*
- iv) use on a derestricted toll road including the Nurburgring Nordschleife or for racing, pace making, competitions, rallies, track days, trials or speed tests either on a road, track or off-road whether the event is officially organised or informally arranged*
- v) any purpose connected with the motor trade*
- vi) the **vehicle** being used in
  - a) the **territorial limits** for more than 45 days per trip*
  - b) any country outside the **United Kingdom** which requires that a **green card** is issued and carried for the duration of the trip.**
- vii) the use of **your certificate of motor insurance** to secure the release of any motor **vehicle** seized by or on behalf of any government or public authority which is not **your** property or in **your** custody or control at the time of seizure.*

## DRIVER EXCLUSIONS

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*This **policy** excludes any legal liability, death, **injury**, loss, damage or **indirect loss** occurring whilst a **vehicle** is being driven by **you** or by any person claiming indemnity under this **policy**.*

- i) unless such person holds the appropriate valid licence to drive the **vehicle** or has held and is not disqualified or prohibited by law from holding and/or obtaining such a licence*
- ii) who is not complying with the terms and limitations of their driving licence*
- iii) who **we** are satisfied was, at the time, under the influence of any substance including but not limited to intoxicating liquor, substance or solvent abuse and/or a drug or drugs including those medically prescribed where the doctor and/or manufacturer has advised that the ability to drive may be impaired*
- iv) who commits or attempts
  - a) suicide*
  - b) wilful, deliberate or criminal damage including **road rage****
- v) which results in the driver of the **vehicle** being convicted of
  - a) racing, dangerous or reckless driving on a public highway*
  - b) an offence involving drink or drugs*or any equivalent offence under the law of any other country in which the **policy** is operative.*



## EUROPEAN AND FOREIGN USE

*You are required to carry your certificate of motor insurance and, if one has been issued, a green card for all travel outside the United Kingdom.*

*This part of the policy does not provide cover in any country outside the United Kingdom other than, for trips in the territorial limits, up to the applicable minimum third party indemnity limit required to comply with the European Union Directives and laws relating to the compulsory insurance of vehicles.*

Where applicable, we will include cover for

- 1 transit by rail, air and sea (including loading and unloading) between the United Kingdom and/or the territorial limits
- 2 the payment of any general average contribution, salvage and sue and labour charges incurred whilst the vehicle is being transported by sea between the United Kingdom and any of the countries in the territorial limits provided that damage to your vehicle is covered (See Section 2 – Your vehicle pages 10 – 15)
- 3 the reimbursement of any customs duty you may have to pay arising directly as a result of an insured claim.

### Trips in the territorial limits for up to 45 days

The cover shown in the schedule is extended to include trips in the territorial limits for up to 45 days provided that

- i) every trip starts and ends in the United Kingdom
- ii) you and the driver are ordinarily resident in the United Kingdom
- iii) the vehicle is used only for social, domestic and pleasure purposes
- iv) the vehicle is taxed and, if registered with the DVLA, recorded on the MID
- v) the required additional premium and any applicable excesses are paid
- vi) all the terms, conditions, exclusions and limitations of the policy are complied with.

### Optional extensions

*Your schedule will show which of these optional extensions is in force.*

#### 1 European and foreign use for longer trips or those outside the territorial limits

Where we have agreed to provide the full cover shown in the schedule (Section 1 – Liability to others and, if covered, Section 2 – Your vehicle) for trips to countries

- a) outside the United Kingdom but within the territorial limits which last for more than 45 days  
or

- b) outside the territorial limits for any length of time

we will endorse the schedule accordingly and if necessary, issue a green card provided that

- i) each trip starts and ends in the United Kingdom
- ii) you and the driver are ordinarily resident in the United Kingdom
- iii) the vehicle is registered in the United Kingdom
- iv) the vehicle is taxed and, if registered with the DVLA, recorded on the MID
- v) the required additional premium and any applicable excesses are paid
- vi) all the terms, conditions, exclusions and limitations of the policy are complied with.

#### 2 Cars kept in the territorial limits for more than 45 days

Where you keep a vehicle outside the United Kingdom but within the territorial limits for more than 45 days in any one period of insurance, we will extend the cover provided by this part of the policy

provided that

- i) the vehicle is registered in the United Kingdom
- ii) the registration number of the car is shown against this extension on the schedule
- iii) the car is taxed and, if registered with the DVLA, recorded on the MID
- iv) if one is required, the car has a current MOT certificate

- v) the **cars** are used only for social, domestic and pleasure purposes unless stated otherwise in the **schedule**
- vi) **you** advise **us** immediately of any changes either to the **car** or the country and place where it is kept
- vii) *other than in the course of a journey or if stated otherwise in the **schedule***, the **car** is parked or stored in a
  - a) locked garage
  - b) public car park to which there is restricted and/or controlled access
  - c) manned, secure airport storage facility
- viii) in the event of a **claim**, **you** pay any additional **excess** shown against this extension in the **schedule**
- ix) all the terms, conditions, limitations and exclusions of this **policy** are complied with.

## DRIVING OTHER VEHICLES – OPTIONAL COVER

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*Your **schedule** will show if this cover is in force and the specific section(s) which apply. Cover under Section 2 – Your vehicle will only apply if all **your vehicles** shown in the **schedule** have comprehensive cover.*

We will extend Section 1 – Liability to others and, provided that all insured **vehicles** have comprehensive cover (i.e. covers A, B, C and D as detailed on page 10 are all operative), Section 2 – Your vehicle to cover an incident involving a **vehicle** not insured by this **policy** whilst a driver named against this extension in the **schedule** is personally driving or using it with the permission of the owner for social, domestic and pleasure purposes in the **United Kingdom** provided that

- i) this is allowed by the current **certificate of motor insurance** and subject always to the limits, terms, conditions and exclusions of this **policy**
- ii) the borrowed **vehicle** is
  - 1 registered, taxed, insured and recorded on the **MID** in the owner's name
  - 2 driven or used by **you** for no more than 7 consecutive days unless the **schedule** shows that **we** have agreed to an extended period
- iii) the borrowed **vehicle** is not
  - 1 owned by or hired to **you** under a hire purchase, self-drive hire, credit hire or lease agreement
  - 2 used by **you** on a regular basis
  - 3 a **minibus**, **coach**, **quad bike** or any **vehicle** with a gross vehicle weight over 3.5 tonnes
  - 4 a **motorcycle** unless a **motorcycle** is specifically noted on the **schedule** and the borrowed **vehicle** does not exceed the cubic capacity of **your own motorcycle** shown on the **schedule**
  - 5 being test driven or evaluated by **you**
- iv) **your own vehicle** is
  - 1 insured by this **policy**
  - 2 still owned by **you** and has not been sold or disposed of
  - 3 not the subject of a **total loss claim**
- v) the amount **we** pay under Section 2 - Your vehicle, is no greater than the **indemnity limit** for each driver shown against the driver in the **schedule** less the applicable **excess(es)** or, where cover is provided by any other insurance, more than any **excess(es)** under such insurance for which **you** are held responsible.

## SECTION 1 – LIABILITY TO OTHERS

### The cover

We will insure you for all of the amounts you may be legally liable to pay less any excess(es) shown in the schedule or elsewhere in this policy for accidental

- a) death of or injury to other people
  - b) damage to property up to the limit specified in the schedule
- arising out of an incident in the United Kingdom and/or any country in which cover is operative during the period of insurance caused by, through or in connection with the use (including the loading and unloading) of any vehicle shown in the schedule and any attached trailer as a direct result of

#### 1 Driving your vehicle

your driving, using or being in charge of the vehicle

#### 2 Other people driving or using your vehicle with your permission

- i) any other person specified in the schedule using, driving or being in charge of the vehicle with your permission
- ii) any passenger travelling in, getting into or out of the vehicle and provided this is allowed by the current certificate of motor insurance and has not been excluded by endorsement, exclusion or condition

#### 3 Towing

the vehicle being used to tow a trailer or disabled vehicle provided this is allowed by law and the manufacturer's towing limit is not exceeded

*excluding any trailer or disabled vehicle*

- i) being towed in return for money or reward
- ii) not properly secured to your vehicle
- iii) when more than one trailer or disabled vehicle is being towed

#### 4 Bike carriers, luggage and ski racks

the attachment to your vehicle of a bike carrier, luggage and/or ski rack

*excluding any*

- i) rack or carrier not properly secured to your vehicle
- ii) incident which does not take place during a journey.

### Section extensions

#### 1 Legal personal representatives

We will deal with a claim made against the estate of any deceased person insured by this policy provided that the claim is covered.

#### 2 Additional costs and fees

We will, at our option, pay for

- a) legal fees for representation at any coroner's inquest, fatal accident inquiry or court of summary jurisdiction or indictment in a higher court
- b) the cost of defending any proceedings against you for manslaughter or causing death by dangerous, careless or inconsiderate driving up to a limit of £10,000 inclusive of VAT if applicable
- c) emergency treatment fees as required under the Road Traffic Acts (if this is the only payment we make, your no claim bonus will not be affected)
- d) all other costs and expenses incurred with our written consent.

## Section exclusions

*This section does not cover*

- 1 Death of or **injury** to any employee arising out of or in the course of that person's employment by **you** or any other party claiming indemnity except as required by the relevant laws applicable to the driving of **vehicles**.
- 2 Loss of or damage to property owned by or in the custody or control of **you** or any other party claiming indemnity under this **policy**.
- 3 Death, **injury**, loss or damage arising from the use of any
  - i) tools, goods and/or associated equipment being carried in or on **your vehicle**
  - ii) personal effects, mobile telephone, communication, photographic, portable media, computer and/or associated equipment whilst the **vehicle** is being driven.
- 4 Death of or **injury** to any person or damage to property occurring beyond the limits of any highway, road or area to which the public have access in connection with
  - i) bringing a load to the **vehicle** and attached **trailer** for loading
  - ii) taking away a load from the **vehicle** and/or attached **trailer** by any person other than the driver or attendant of the **vehicle**.
- 5 The **vehicle** itself and/or the towed or carried **trailer** or **disabled vehicle** and/or its contents.

## SECTION 2 – YOUR VEHICLE

*Your schedule will show whether this section is in force and which of the Covers A, B, C and D are operative.*

### The cover

We will insure **your vehicle** against loss or damage in the **United Kingdom** and any other country in the **territorial limits** in which cover is operative during the **period of insurance** caused by

- A** Accidental damage *other than malicious damage or vandalism*
- B** Malicious damage and vandalism
- C** Fire, lightning, self-ignition and explosion
- D** Theft or attempted theft or the taking of the **vehicle** without **your** permission.

We will, if requested, ignore any driving or use restrictions stated in the **schedule** and **certificate of motor insurance** and will give **you** the full cover in force under this section whilst **your vehicle** is in the care of

- a) the motor trade for service, repair, cleaning, testing, examination or recovery
- b) an employee of a hotel, restaurant, car park or vehicle parking service to be parked and returned
- c) a transport operator for loading onto or unloading from aircraft, ships, trains or other conveyances

provided that **our** rights of recovery are not prejudiced.

### Making a claim

*Please see Making a claim on page 2 and General conditions 1, 2 and 3 on page 16 for detailed information about how to make and manage a **claim**.*

### Repairs

**Your vehicle** may be repaired either by a competent repairer of **your** choice or by one of **our** approved repairers.

If **we** cannot reach an agreement with **your** choice of repairer over costs, **we** reserve the right to

- a) arrange for a repairer of **our** choice to carry out the work  
or
- b) pay **you** the amount **our** repairer would have charged less the applicable **excess(es)**.

### Making a theft claim

So that **we** can facilitate the speedy handling and settlement of **your** theft claim, **you** must send us

- i) the **vehicle** registration documents
- ii) the MOT certificate, if applicable
- iii) a copy of the hire purchase or leasing documents or the name, address and reference number of the **finance company**
- iv) the purchase receipt
- v) photographs of the **vehicle** if **you** have any
- vi) all **keys** to the **vehicle**
- vii) if applicable, confirmation of the registered ownership of the **vehicle's** personalised number plate.

All **keys** must be received by **us** before the final settlement of the **claim**.

### How we will settle your claim

#### Your vehicle

If **your vehicle** is lost, stolen or damaged, **we** will, subject to the deduction of the applicable **excess(es)** and at **our** option repair, replace or reinstate the **vehicle**.

The amount **we** will pay will depend on the basis on which it is insured but will not be more than either the **market value** shown in the **schedule** or if Optional extension 2 – **Agreed value** is operative, the amount shown as the **agreed value**.

#### Recovery and delivery

**We** will, at **our** discretion, pay up to £1,000 inclusive of VAT for the reasonable and necessary costs of

- i) protecting the **vehicle**
- ii) moving the **vehicle** if it
  - a) is a **total loss**, to free and safe storage whilst **our** investigations are carried out
  - b) cannot be driven, to the nearest competent repairer or **your home**
- iii) delivering it back to **your home** in the **United Kingdom** once repairs have been completed.

#### Total loss

Where a **claim** for a **vehicle** is agreed on a **total loss** basis, the salvage becomes **our** property and **we** will arrange for its immediate disposal. If the **vehicle** is not classified as irreparable and **you** are not eligible for a new **vehicle** (see New vehicle replacement below) **you** may, if **we** agree, purchase the salvage. In the event that the **claim** is not covered, **we** will pay **you** the amount received for the salvage plus any interest earned. Any cash settlement **we** offer will be subject to the deduction of the applicable **excesses**.

Cover for the damaged **vehicle** will end from the date **you** accept **our** settlement or **we** reject the **claim**. Unless specifically varied elsewhere in this section, an additional premium will be required if the cover is to continue on a replacement **vehicle**.

#### Hire purchase or leasing agreements

If, to **our** knowledge, the **vehicle** does not belong to **you** or is the subject of a hire purchase or leasing agreement **we** will, in the event of a **total loss**, make the payment, less any **excess(es)** to the legal owner, whose receipt will be a full and final discharge to **us**.

#### New vehicle replacement

If the **vehicle** is damaged or stolen within twelve months of its purchase as new and it has covered fewer than 10,000 miles, **we** will at **your** request replace it with a new one of the same make, model and specification provided that the damaged **vehicle** is a **total loss** or the stolen **vehicle** has not been recovered and **you** pay the applicable **excess(es)**.

- a) Where the **vehicle** is no longer in production and/or is not available in the **United Kingdom**, **we** will pay **you** the lower of
  - i) the invoice price **you** paid for the **vehicle**
  - or
  - ii) the cost (including taxes) of the nearest equivalent model and specification currently available in the **United Kingdom** from the same manufacturer
- b) **you** pay the applicable **excess(es)**
- c) the first registered owner of the **vehicle** is the **policyholder**, the **policyholder's spouse** or the manufacturer or supplying dealer if the mileage at the time of purchase was less than 250 miles and the **vehicle** was not an ex demonstration model or sold as 'nearly new'

- d) the **vehicle** is owned or was purchased under a hire purchase agreement by **you** or **your spouse** *but not if the **vehicle** is subject to any type of lease or contract hire agreement where ownership of the **vehicle** is not passed to **you**.*
- e) any interested finance company gives us their agreement.

#### **Imported parts and accessories**

If, following loss or damage, any replacement parts or **accessories** cannot be obtained in the **United Kingdom**, the most **we** will pay is the cost of comparable items which can be obtained from a supplier in the **United Kingdom**.

#### **Obsolete parts**

If, following loss or damage, any replacement parts are found to be obsolete or unobtainable in the **United Kingdom**, the most **we** will pay is the cost of comparable items available from a supplier in the **United Kingdom**.

#### **Personal number plates**

In the event of a **total loss claim**, **we** will return the **vehicle's** personalised number plate to the registered owner provided that

- i) **you** advise **us** that **you** wish **us** to do so when **you** make the **claim**
- ii) ownership is confirmed.

*but not*

*Liability for delay or a time restraint imposed by the DVLA or any other licencing authority.*

#### **Accessories and in-vehicle equipment**

**We** will at **our** option, repair, replace or pay up to £1,000 if **accessories, in-vehicle equipment** and/or parts are stolen or damaged provided that

- i) the most **we** will pay for any item is the reasonable cost of replacing it with a comparable one of similar type and condition
- ii) where there is no **claim** for loss of or damage to the **vehicle** itself, **you** pay the applicable **excess**
- iii) the items are not more specifically insured.

#### **Lock and key replacement**

If the **keys** to the **vehicle** are lost, stolen, broken or the locks are damaged by theft, attempted theft, vandalism or malicious damage **we** will pay up to £500 in any one **period of insurance** to replace the **keys** and, where necessary, the

- 1 door, boot and hatchback locks
- 2 the ignition and/or steering lock
- 3 the lock transmitter and central locking interface

*but not*

- a) *any loss, damage or theft not reported to the police*
- b) *the cost of replacing the **vehicle's** alarms or other security devices.*

#### **Child car seats**

**We** will replace any fitted child seats with new ones of the same quality if **your car** suffers impact damage as a result of an accident.

#### **Extension**

*Your schedule will show whether this extension is in force.*

#### **Windscreen, sunroof and window damage**

*For windscreen repairs and replacement telephone 0800 011 3677 at any time*

**We** will, if **your vehicle** has comprehensive cover (i.e. Covers A, B, C and D as detailed on page 10 are all operative), pay up to the limit stated in the **schedule** in any one **period of insurance** for the cost of replacing or repairing

- a) damaged glass in the **vehicle's** windscreen, sun-roof or windows
- b) any scratching of the bodywork caused solely by the breakage of the glass or the repair itself.

The applicable **excess** shown in the **schedule** for this extension will not be applied if **you** use **our** appointed supplier to repair the windscreen or if any other **excess** is applied because of additional damage.

If **you** choose not to use **our** appointed supplier to replace or repair **your** windscreen an additional **excess** of £50 will be charged for replacement and £10 **excess** if repaired.

A **claim** under this extension will not affect the applicable no claims bonus.

## Optional extensions

*Your schedule will show which of these optional extensions is in force.*

### 1 Courtesy vehicle

**We** will pay up to £200 per day and a maximum of £4,000 (inclusive of VAT, if applicable) any one **claim** and in any one **period of insurance** for a replacement hire **vehicle** if **your vehicle**

a) cannot be driven following insured damage  
or

b) has been stolen

provided that the theft or damage occurred in the **United Kingdom**.

The **vehicle**, which **we** will insure under this **policy**, will be available from the time **we**

i) authorise the repairs until the repairs are completed  
or

ii) approve the theft **claim** *but for no more than 14 days from the date we make you a settlement offer*

provided that **you** do all that is possible to minimise the period for which the hire **vehicle** is required.

### 2 Agreed value for classic vehicles

Where **your schedule** shows that a **vehicle** is insured on an **agreed value** basis **we** will, in the event of a **total loss** pay the value shown against that **vehicle** in the **schedule** provided that **you** had, within 14 days of cover commencing, given **us**

i) the original purchase receipt, finance agreement and/or a written valuation from a recognised valuer which is no more than 3 months old

ii) current interior and exterior photographs of the **vehicle**

iii) the mileage and any additional information or proofs **we** request.

The **agreed value** is set at the commencement of the contract and will be reviewed and adjusted annually at renewal upon receipt of the items listed in i,ii,iii above.

### 3 Finance gap cover

#### Definitions

#### Finance company

The finance company, bank, building society or any other lender with which **you** have entered into a loan or credit agreement for purchasing **your vehicle**.

#### Outstanding balance

The net balance owing to the **finance company** when the **total loss claim** is settled or, if the **vehicle** was stolen, the date of the settlement offer *excluding any arrears, credit insurance rebate, re-financing cost, deposit paid, part exchange allowance and debts, warranty charge, vehicle tax, insurance premium and any deducted excess(es)*.

#### Period of cover

The **period of insurance** shown in **your schedule** or the earlier of the date on which the

i) finance agreement expires, is paid off or **we** have paid the **outstanding balance**

ii) **vehicle** is sold or transferred to a new owner

iii) **policy** is cancelled or not renewed.



### The cover

Where we have made a **total loss** payment we will, on your behalf, pay the **finance company** the **outstanding balance** on that **vehicle** up to the **indemnity limit** shown in the **schedule** provided that

- i) you are not in default or arrears
- ii) the loan or credit agreement has not been altered or amended since inception
- iii) the **outstanding balance** is confirmed by the **finance company**
- iv) the **total loss** occurred during the **period of cover**
- v) you do not sell or transfer ownership of the **vehicle** to another person, business, motor trade or dealer. The cover may not transfer unless we have replaced the **vehicle** in accordance with the New Vehicle replacement section on page 11.
- vi) **your vehicle** remains comprehensively insured.

All cover under this optional extension will cease on payment of the **outstanding balance**. If you require cover for a replacement **vehicle**, you will have to advise us and pay the relevant additional premium.

**Note:** if either this extension, section or the whole **policy** is cancelled, you will not be entitled to a refund for this extension of the **policy**.

#### 4 SORN vehicles

If, at inception or renewal you advise us that a **vehicle** registered in Great Britain or Northern Ireland has been declared to the **DVLA** as **SORN** we will provide cover up to the **sum insured** for that **vehicle** for loss or damage caused by fire or theft.

For **vehicles** that are being renovated or restored, you must

- i) provide us with both interior and exterior photographs
- ii) continue to keep a photographic record throughout the process
- iii) keep all the invoices for any parts and work carried out

*but we will not pay for*

- a) *loss or damage to the vehicle resulting from any process which involves the application of heat*
- b) *loss of value, wear and tear.*

You should return, if you have one, the **certificate of motor insurance** and we will arrange for the **vehicle** registration details to be removed from the **MID**.

### Section exclusions

*This section does not cover*

- 1 *Hire charges of any sort incurred by you whilst your own vehicle is being repaired or treated as a total loss regardless of who has decided that your vehicle is repaired or treated as a total loss.*
- 2 *If you have comprehensive cover we will refuse to take over the management of your repair or total loss claim if you elect to have your own vehicle repaired or treated as a total loss by anyone except us.*
- 3 *Loss of value following repair, wear and tear, mechanical or electrical breakdown, failures and breakages.*
- 4 *Any indirect losses arising from your inability to use the vehicle.*
- 5 *Damage to tyres unless caused by an accident.*
- 6 *Damage due to liquid freezing unless you have taken reasonable precautions to prevent such damage and in accordance with the manufacturer's instructions.*
- 7 *Any extra costs incurred due to any parts or replacements not being available from stock held in the United Kingdom.*
- 8 *Repairs or replacements which improve the condition of the vehicle or its accessories or in-vehicle equipment unless you make a contribution towards the repair or replacement.*



- 
- 9 *Theft or attempted theft including from an **unattended vehicle** unless*
- i) **you** have taken reasonable precautions to protect the **vehicle**
  - ii) the **keys** are in **your** personal custody or have been stowed securely and not left in or on the **vehicle**
  - iii) the windows, doors and other openings have been closed and securely locked
  - iv) if a convertible, the roof or hood is fitted, closed and fully secured
  - v) the alarms, immobilisers, steering locks, tracking or locating systems and other security devices including those required by **us** are in efficient working order and have been brought into operation
  - vi) **you** have removed from view any **accessories** and **in-vehicle equipment** designed to be wholly or partly removable
  - vii) there is evidence of forcible and violent entry or exit
  - viii) fraud or deception has taken place.
- 10 *Loss or damage arising during or as a consequence of*
- a) *earthquake occurring anywhere* other than in a member state of the European Union
  - b) *riot or civil commotion in Northern Ireland or in any country which is not a member state of the European Union or the European Economic Area* unless **you** can prove to **our** satisfaction that these were not the cause of the loss or damage
  - c) *the operation of a tipping device and or whilst being used as a tool of trade.*
- 11 *Loss or damage resulting from or as a consequence of*
- a) *the wrong fuel being put into the **vehicle***
  - b) *frost damage to the air conditioning system*
  - c) *the **vehicle** being confiscated, impounded or destroyed by or under the order of any government, public or local authority*
  - d) *mechanical, electrical or computer breakdown or wear and tear.*
- 12 *Any **vehicle** repossessed by its rightful owner including any loss or damage arising during or as a consequence of its repossession.*

## GENERAL CONDITIONS

### 1 Claims notification and management

You must, when an incident occurs which may result in a **claim**

- i) within 48 hours of the occurrence or discovery advise **us**, initially by telephone and then in writing, of all incidents including assault, **road rage** or altercations which may result in a **claim** regardless of whether or not **you** are responsible
- ii) tell the police about all incidents of any death, **injury**, loss, theft, attempted theft, vandalism, malicious acts, assault or **road rage** and, if applicable, obtain a crime reference number which must be submitted to **us**
- iii) within 48 hours of the incident, provide **us** with all camera and telematics records, footage and/or memory cards
- iv) not admit to, negotiate any payment or refuse any **claim** without **our** written consent
- v) notify **us** in writing immediately **you** or **your** personal legal representative becomes aware of any impending prosecution, inquest or fatal accident inquiry involving anyone covered by this **policy**
- vi) immediately send **us** unanswered every writ, summons, legal process or other communication **you** receive about a **claim**
- vii) provide sufficient information to substantiate the **claim** including, if requested, the original purchase receipt and proof of the seller's identity
- viii) at **your** own expense, provide all other details, information and evidence **we** may require.

### 2 Late reporting of claims

All incidents which may give rise to a **claim** for compensation from third parties not advised to **us** within 48 hours of the occurrence or discovery are considered to be a late notification. Therefore, if **we** have to pay increased compensation and/or costs due to **our** obligations under the **Road Traffic Acts**, **we** may

- i) require **you** to reimburse any additional amounts **we** have had to pay
- ii) for **vehicle claims**, retain any premium refund due to **you**
- iii) request payment of the late notification **excess** shown in the **schedule**
- iv) cancel **your policy** by invoking General condition 10 – Cancellation on page 18.

In addition, **your claim** for damage to **your vehicle** may be prejudiced and **you** may forfeit any accrued no claims bonus.

### 3 Conduct of claims

**We** are, for any **claim** under this **policy**, entitled to

- i) conduct, defend or settle any **claim** in **your** name and at **our** expense
- ii) exercise full discretion in the conduct of any proceedings or the settlement of any **claim**
- iii) for **our** benefit and at **our** expense, take proceedings in **your** name to recover any payments **we** have made
- iv) receive all the necessary information, proofs and assistance **we**, **our** duly appointed agents and/or legal representatives may require including a statutory declaration of the truth of the **claim** and any matter connected with it
- v) co-operation from **you**, **your family** and anyone else entitled to indemnity under this **policy**.

### 4 Fraud

If **you**, anyone acting on **your** behalf or any other insured person makes a **claim** which is in any way fraudulent. **We**

- a) will not pay the **claim**
- b) will seek to recover from **you** any costs **we** have incurred
- c) may treat the **policy** as void from the time of the fraudulent act
- d) will retain any premiums paid by **you**
- e) may tell the police.

Fraud may include

- i) statements which are deliberately false, intentionally inflated or exaggerated
- ii) documents given to **us** which are false, forged or stolen
- iii) **claim** details and/or information given to **us** which is inaccurate, falsified, misrepresented or has been withheld
- iv) wilfully causing loss, damage or **injury**.

## 5 Your duty of care

You must

- i) take all reasonable steps to
  - a) prevent loss, damage, malicious damage, vandalism, accident, death and/or injury
  - b) maintain all **vehicles** in an efficient and roadworthy condition and allow **us** access to examine them at any reasonable time
  - c) protect and keep safe and secure all **vehicles**, and insured property
  - d) observe and comply with all statutory and/or public authority legislation, regulation, requirements and obligations
- ii) not leave **keys** in or on any **unattended vehicle**.

## 6 Condition of vehicles

If the condition of a **vehicle** causes or contributes to an accident or **injury**, cover will be restricted to **our** liability under the **Road Traffic Acts**. **We** reserve the right to recover any costs from **you**, the driver or any other party who may have affected its condition.

## 7 Notifying changes and non-compliance

You must notify us

- i) any changes to
  - a) the **essential information** given to **us** which may affect this insurance within 14 days (see **Essential information** and notifying changes on page 25 for examples)
  - b) the use(s) of the **vehicle(s)** immediately
- ii) **your** inability to comply with any of the terms and conditions of this **policy**.

Should **we** become aware of any change or non-compliance which may affect this **policy**, **we** reserve the right to

- cancel **your policy** and/or
- not pay any **claim** in part or in full and/or
- revise the premium and/or change an **excess** and/or
- revise the extent of cover or the terms, conditions and/or exclusions of this **policy**.

If it becomes necessary for **us** to cancel this **policy**, **we** will do so as outlined in General condition 10 – Cancellation on page 18.

## 8 How we process and use your information

The information **you** supply may be used for insurance administration, management information including portfolio assessment, risk assessment, performance and management reporting, debt collection, offering renewal, research and statistical analysis by **Tradex**, its associated companies and agents, by other participating **insurers** and suppliers and **your** insurance intermediary, disclosed to regulatory bodies for monitoring and/or enforcing the **insurers'** compliance with any regulatory rules and codes of conduct, shared with other insurers either directly or via those acting for them such as loss adjusters, surveyors and investigators and shared with and checked against various databases, credit reference agencies, fraud prevention agencies and public bodies including the police. (For further detail, see the privacy notice on page 26.)

## 9 Cooling off period

**We** hope **you** are happy with **your policy** but if **you** are not and decide not to proceed, **you** have 14 days from the date **you** receive **your policy** to cancel. Any refund given will be subject to a charge for the period that cover has been in force. If **you** cancel this **policy** **we** will charge a minimum of £35 plus **IPT** to cover the administrative cost of providing this **policy**. If a **claim** has been made or an incident which may give rise to a **claim** has occurred, the full annual premium remains payable and no refund will be allowed.

## 10 Cancellation

This **policy** may be cancelled by

- i) **you** giving **us** written instructions
- ii) **us** sending **you** a cancellation notice by recorded delivery letter to the address shown in **your schedule** or your last known address
- iii) **us** if **you** pay **your** premium in instalments by any kind of deferred payment scheme and fail to make a payment when it is due
- iv) **us** if **you** or anyone else covered by this insurance have not met the terms and conditions of the **policy**
- v) **us** if **you** have not provided the documentation requested by **us**, **your** broker or agent
- vi) **us** if **your** circumstances change and **we** are no longer able to provide cover
- vii) **us** if **you** misrepresent or fail to disclose information that is relevant to **your** insurance
- viii) **us** where **we** reasonably suspect fraud
- ix) **us** where **you** fail to comply with the conditions of the **policy**.

A proportionate refund of premium will be allowed unless

- a) a **claim** has been made or there has been an incident which may give rise to a **claim**
- b) the **period of insurance** is less than 12 months.

### Important notes

In accordance with The Motor Vehicle Order 2010 (Electronic Communication of Certificates of Insurance), **you** may cancel the **policy** by sending a formal electronic notice to confirm the date and time **your** cover ceased to

**compliance@tradexinsurance.com**

If **we** cancel **your policy** **we** will provide **you** with seven days notice of termination to **your** last known address as shown in **your policy schedule**.

If **you** pay **your** premiums by instalments and fail to pay an instalment **your policy** may be immediately cancelled and **we** may exercise **our** right to collect the outstanding balance of the premium.

## 11 Monthly policies

Where **your schedule** and/or **certificate of motor insurance** shows that the **policy** provides only one month's cover for each premium paid, **you** must pay that premium when it is due otherwise **we** may cancel the **policy** from that date.

## 12 Other insurances

If, at the time a **claim** is made under this **policy**, another insurance exists that would cover the same loss, damage or liability, **we** will only pay **our** share of the **claim** except where stated otherwise in this **policy**.

## 13 Policy charges

If **you** make any alterations to this **policy** or request a duplicate **certificate of motor insurance** during the **period of insurance**, **we** may levy a **policy** charge of £35 plus IPT per amendment or copy.

## 14 No claim bonus

**We** will, if applicable and depending on the number of **claims** arising during each twelve month **period of insurance**, increase or reduce the annual renewal premium in accordance with the standard and protected bonus scales which apply at the time. The percentage discounts which the bonuses represent are **our** standard scales shown in the **schedule**. The bonus allowances will be at **our** sole discretion and **we** may reduce **your** bonus if **we** are still investigating a **claim** at renewal.

If **we** have not received proof of **your** no claim bonus from **your** current or previous insurer within 30 days of cover starting, **we** may, at **our** option charge an additional premium and/or cancel the **policy**.

Where **you** have protected **your** no claim bonus and **you** have made a **claim** during the **period of insurance** **we** may increase **your** premium at renewal.

Both standard and protected no claim bonuses

- a) will be applied, depending on the basis on which the premium has been calculated, as if a separate insurance had been issued for each **vehicle** or driver shown in the **schedule**
- b) cannot be
  - i) earned if the **period of insurance** is less than twelve months
  - ii) transferred to another person or business
  - iii) transferred to another **vehicle** following a **total loss** unless **we** agree otherwise.

When calculating the no claim bonus, **we** will disregard those **claims** where **we** are able to make a full recovery of **our** outlay.

## 15 Excesses

Where **excesses** are shown in the **schedule** and/or elsewhere in this part of the **policy**, **you** have agreed to pay these for each incident of loss, damage or liability. Certain **excesses** are cumulative depending on the type and circumstances surrounding a particular **claim**. In most cases **we** will deduct the total **excess** amount from the settlement **we** make but, where **we** are obliged to settle a third party property **claim** in full without deducting any applicable **excess(es)**, **we** will claim back the amount from **you** and **you** agree to pay it to **us** without delay. Failure to do so may result in the cancellation of the **policy**.

## 16 Emergency, medical and overnight expenses

If **you** or any passenger in **your vehicle** is injured as a direct result of an accident, **we** will

- i) reimburse **you** for any payments made for emergency treatment under any **Road Traffic Act** (if this is the only payment **we** make, **your** no claim bonus will not be affected)
- ii) pay up to
  - a) £250 per injured person and £1,000 in all for medical expenses *other than physiotherapy treatment, arising from the accident*
  - b) £250 per injured person and £1,000 in all for treatment from a chartered physiotherapist provided that **we** have agreed the course of treatment in advance
  - c) £250 in total towards necessary overnight hotel expenses incurred by the driver and passengers in **your vehicle** if it cannot be driven after an insured accident or loss.

## 17 CCTV and telematics

Where **your schedule** shows that **you** are required to or have, in order to obtain a premium discount, elected to have a camera, digital CCTV recording system and/or telematics fitted in or to a **vehicle**, **you** must

- i) ensure that these
  - a) have been installed and are being used in accordance with manufacturers' requirements and instructions for their correct operation
  - b) are fully operational and activated at all times
- ii) keep all maintenance contracts and/or service subscriptions in force.

## 18 Motor Insurance Database disclosure

Where a **vehicle** is registered with the **DVLA/DVA**, its details must be added to the **MID** which is managed by the Motor Insurers' Bureau (MIB). If the registration number is not shown correctly on **your policy** documents or **you** cannot find **your vehicle** on the **MID** at [www.askmid.com](http://www.askmid.com), **you** must contact **us** immediately. If **you** do not, the **vehicle** may be clamped, seized or destroyed and other penalties may be imposed including points being added to **your** driving licence.

## 19 Rights of recovery

If the law of any country in which this **policy** operates obliges **us** to pay a **claim** which **we** would not otherwise have paid, **we** may recover this amount from **you** or the person who incurred the liability.

## 20 Contracts (Rights of Third Parties) Act

No person, persons, company or other party not named as the **policyholder** in this **policy** has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms and conditions of this **policy**. This does not affect any right or remedy of a third party that exists or is available apart from that Act.

## **21 Governing law**

You and we are free to choose the law applicable to this **policy** but, in the absence of any written agreement to the contrary, the **policy** will be governed and interpreted in accordance with English law and, other than where specifically stated otherwise, subject to the exclusive jurisdiction of the English courts.

## **22 Jurisdiction**

This **policy** is subject to the exclusive jurisdiction of the English courts.

## **23 Acts of Parliament**

All Acts of Parliament and regulations referred to in this **policy** are understood to include any subsequent or amending legislation as well as equivalent legislation enacted elsewhere in the **United Kingdom**.

## **24 Disagreements and disputes**

### **Amount of claim**

Where **we** have accepted a **claim** but there is a disagreement over the amount to be paid, the matter will be referred to an arbitrator appointed in accordance with the current statutory provisions or, if applicable, to the Financial Ombudsman Service. When this happens, an award must be made before proceedings can be started against **us**.

### **Other disputes**

Any other dispute under or in any way relating to this **policy** will be submitted to the exclusive jurisdiction of the English courts.

### **Complaints**

See page 28 for the full complaints procedure.

## GENERAL EXCLUSIONS

*This policy does not cover*

### **1 War risks and terrorism**

Death, *injury*, loss, damage, cost, expense, **indirect loss** or legal liability directly or indirectly caused by, contributed to by or arising from any

- i) consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power or
- ii) **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss or
- iii) action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**.

However, **we** will provide cover to meet the minimum requirements of any relevant law including current Road Traffic legislation.

If **we** allege that any loss, damage, cost, expense, **indirect loss** or legal liability is not covered by this **policy**, the burden of proving to the contrary will be **yours**. Additionally, if any part of this General exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect.

### **2 Radioactive contamination**

Death, *injury*, disablement, damage to any property or any resulting loss, cost, expense, **indirect loss** or any legal liability directly or indirectly caused by, contributed to by or arising from

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear explosive assembly or nuclear component of such assembly.

### **3 Pollution**

Death, *injury*, loss, damage, cost, expense, **indirect loss** or legal liability except as required to meet any minimum legal requirements, arising directly or indirectly from the pollution or contamination of any building, other structure, water, land or the atmosphere caused by the discharge or leaking of any substance, liquid, vapour or gas including from volcanic eruption clouds unless as a result of a sudden, identifiable, unintended and unexpected event occurring in its entirety at a specific time and place during the **period of insurance** but not any discharge or leak caused by a failure to maintain or repair all or part of the insured property.

### **4 Computer virus**

Any corrupting, harmful or otherwise unauthorised instruction or code (whether introduced maliciously through programming or otherwise) that propagates itself via a computer system or any type of network including, but not limited to, Trojan horses, worms and time or logic bombs.

### **5 Electronic equipment failure**

Loss, damage, destruction, erasure, corruption or alteration of electronic data from any cause whatsoever including a computer virus, loss of use, reduction in functionality, cost, expense, **indirect loss** or legal liability arising directly or indirectly from the failure of any

- i) computer, related equipment, system or software
- ii) equipment, machinery or product containing, connected to or operated by means of a micro or data processor chip to recognise, accept, interpret, respond to or process any data or instruction.

Any subsequent loss, damage, **indirect loss** or legal liability that is covered by this **policy** is, however, insured.

## 6 Government financial sanctions

Any indemnity, payment or other benefit where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance**, we will cancel this **policy** immediately by recorded delivery letter to the correspondence address shown in the **schedule**.

## 7 Vehicle exclusions

Loss, damage, legal liability, death, **injury** or **indirect loss** arising from

- i)
  - a) *wilful, deliberate or malicious criminal damage or committed by you or any passenger in the vehicle*
  - b) *theft or attempted theft including from an **unattended vehicle** committed by a person with authorised access to the keys*
- ii) *the use of the vehicle*
  - a) *air-side including the manoeuvring and ground equipment parking areas, aprons and service roads directly associated with any airport, airfield or military establishment to which aircraft have access*
  - b) *within any power station, nuclear installation or establishment, refinery, bulk storage or production premises in the oil, gas or chemical industries*
- iii) *the vehicle or trailer being used to carry*
  - a) *a load heavier than it is constructed to carry and/or over its specified maximum capacity*
  - b) *an unstable or insecure load*
- iv) *the carriage of any dangerous substances and/or goods*
  - a) *listed in the Approved List of Dangerous Substances published by the Health and Safety Executive*
  - b) *which require carriage in accordance with The Road Traffic (Carriage of Dangerous Substances in Road Tankers and Tank Containers) Regulations 1992 and/or The Road Traffic (Carriage of Dangerous Substances in Packages etc.) Regulations 1992 or any other relevant subsequent or similar legislation*
- v) *the use of any vehicle or its attachments as a tool of trade*
- vi) *the loading and unloading of the vehicle or trailer other than on a highway, road or area to which the public has access by anyone apart from the driver, assistant and/or attendant*
- vii) *the spraying of crops or dissemination by any means of any chemical or other substances whether or not for agricultural purposes*
- viii) **your failure to use all reasonable means to safeguard your vehicle and your passengers at all times.**

## 8 Other exclusions

- i) *Any deliberate act including theft or attempted theft and any malicious act by you, your family, tenants, paying guests, employees, business partners or directors*
- ii) **Indirect losses** of any kind incurred by you and/or your family except as specifically covered by this **policy**
- iii) *Loss, damage or legal liability caused by*
  - a) *deception other than by any person using deception to gain entry to your home*
  - b) *normal wear and tear, upkeep or making good, deterioration, moth, vermin, termites or other insects, inherent vice, latent defect or any gradually operating cause*
  - c) *pressure waves resulting from aircraft and other aerial devices travelling at sonic or supersonic speeds*
- iv) *Loss, damage or legal liability which occurred or which was known to you before the inception of this policy*
- v) *Loss, damage or legal liability for which compensation will be provided or, but for the existence of this policy, would have been provided under any other insurance, warranty, contract, legislation or guarantee*



- vi) *Legal liability you have accepted solely by virtue of an agreement which would not have attached had that agreement not existed*
- vii) *Loss, damage, legal liability, **injury**, cost, expense or **indirect loss** arising from any steam driven **vehicle**, aircraft, hovercraft, watercraft, trolley-bus, tram or other **vehicle** on rails unless specifically allowed for in this **policy** or shown in **your schedule** to be included.*

## IF YOU HAVE AN ACCIDENT OR NEED TO CLAIM

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### Motor accidents

Being involved in a motor accident can be traumatic. The following will help you with some of the practical steps you will need to take. The more information you can give us, the better able we will be to defend your position and if you are at fault, settle the other party's claim quickly.

#### You must

- if you don't exchange details at the scene, report the accident to the police in person within 24 hours (you can't do so by telephone) or, if you are unable to do so due to your injuries, ask someone else to do it for you remembering that your certificate of motor insurance and driving licence will be required
- advise us promptly so that your claim is not prejudiced
- produce your certificate of motor insurance and driver's licence on request.

#### At the scene make a note of

- the names and addresses of the people involved including your passengers and any independent witnesses
- details of the other vehicles involved including the
  - registration numbers
  - other drivers' motor insurance details
  - passengers in the other vehicles and, if possible, their gender and approximate age
  - extent of the damage
- the time and place of the accident
- the weather and the condition of the road e.g. wet or greasy and any skid marks
- if it is dark or the visibility is poor, the lighting
- the extent of injuries suffered
- if applicable, the name and number of the attending police officer.

In addition, if it is safe to do so and you have a camera or a phone with a camera, photograph the damage to vehicles and property. If not make a rough sketch of the accident including the position of your vehicle at the time of impact.

#### Please do not

- admit responsibility, negotiate any payment or refuse any claim without our written consent
- drive your vehicle if it is not roadworthy or if driving will, in any way, increase the damage.

### All other incidents

#### You must

- tell the police about all incidents of
  - theft or attempted theft
  - damage or injury caused by malicious persons or vandals
- if the stolen vehicle is fitted with a tracker, immediately notify the tracing company
- if an item is lost
  - obtain a loss number from the police
  - if applicable, advise the relevant lost property office
- if applicable, make a note of the name and number of the attending police officer and obtain the crime number
- take all reasonable steps to prevent further loss or damage.

## IMPORTANT INFORMATION – PLEASE READ

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We strongly recommend that you keep a record of all information given to us, another insurer and your broker or agent including details of telephone calls, copies of all letters, emails, the proposal form and/or the statement of fact and any supplementary questionnaires you completed. If you require your documentation in an alternative format such as large print, please contact your broker, agent or us.

To ensure we maintain a high quality of service, we may monitor and record telephone calls.

For your policy to operate fully you MUST, at all times comply with the terms, limitations and conditions which form part of this policy. It is essential that you read the general, specific and section conditions and exclusions to ensure that you can comply with all our requirements. Please note that your schedule will show whether other more specific terms, limitations, conditions, exclusions and excesses have been imposed.

It is a requirement of this policy that you are able to provide sufficient information to substantiate any claim you make. Failure to do so may delay or prejudice your claim.

## ESSENTIAL INFORMATION AND NOTIFYING CHANGES

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You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes and renew your policy.

Essential information is defined in the policy as “All information and any particular circumstances which would influence us in our decision to provide or restrict cover and to set the level of premium and excess(es)”. If you are not sure whether something is important or relevant, please tell us, your broker or agent anyway as failure to do so may result in our

- cancelling your policy and refusing to pay any claim or
- not paying a claim in full or
- revising the premium and/or changing an excess or
- revising the extent of cover provided or the terms, conditions or exclusions of this policy.

Here are some examples of changes we should be told

- a change or addition of a vehicle
- any alterations or adaptations which make the vehicle different from the manufacturer's standard specification regardless of whether the changes are mechanical or cosmetic
- a change in the purpose for which the vehicle is used
- a change in the person who uses the vehicle most
- a change of address
- your or a driver's change of name
- a change of job, including any part-time work by you or other drivers, a change in the type of business or having no work at all
- details if you or any other person allowed to drive the vehicle suffers from a health condition which the DVLA, DVA or any other licencing authority are or should have been made aware such as diabetes, epilepsy, a heart condition or any other chronic condition
- the suspension, revoking, altered terms or refusal to renew driving or other licences
- details of any motoring convictions of any person allowed to drive or of any pending prosecution for motoring offences other than parking
- details of any County Court Judgments in England and Wales and/or orders or judgments for debt in other jurisdictions, criminal convictions, Individual Voluntary Arrangements (IVA), the bankruptcy or insolvency of you or any person insured by this policy
- you or any person insured by this policy being disqualified from acting as a company director for any period of time
- details of any accident or loss, whether or not you make a claim, involving your vehicle or while you are driving anyone else's vehicle
- details of any non motoring offences of any person allowed to driver or of any pending prosecutions.

It is an offence to deliberately make false statements, withhold or misrepresent information in order to obtain a Certificate of Motor Insurance or any other insurance. This includes disclosing all convictions and incidents which may give rise to a claim.

### **Privacy notice**

Please read this notice carefully as it contains important information regarding the use of your personal information and how we collect, use and share your information.

For the purposes of data protecting legislation, the Data Protection Act 2018 and its equivalent in any other relevant jurisdiction and any amending or subsequent relevant legislation, Tradex Insurance Company Limited is the Data Controller for any personal data you supply.

### **Personal data**

Personal data means any information we hold about you and any information you give to us about anyone else from which you or they may be identified.

### **Sensitive data**

Tradex as well as other participating insurers, agents and suppliers may need to collect data which the data protection legislation defines as sensitive, such as criminal convictions or medical history in order to assess your renewal, make changes to your policy and/or to administer claims.

### **How we will use your information**

We will use your data to

- provide a quotation
- manage your insurance
- manage claims
- collect premiums

We may also use your data

- to recover any monies you owe us
- for crime prevention in relation to fraud or money laundering

### **Sharing information**

We will share your information with other organisations and companies who we have contracted with to assist us with the management of our policies, claims or finance processes including other insurers and reinsurers.

We may also carry out searches with Credit Reference Agencies at quotation, renewal or if you pay your insurance premium by instalments.

When sharing your information it will only be where we have your permission, we are allowed or required to by law, or the other company is a party to this contract.

### **Crime prevention, fraud and money laundering**

We will share or check your information with other organisations including fraud prevention agencies and the police.

### **Financial sanctions**

We use your information to make sure we comply with any financial sanctions that apply in the United Kingdom or overseas. We may need to request additional information following such checks.

You should ensure this notice is shown to anyone else insured or proposed to be insured by this policy as it will also apply to them.

Both personal and sensitive data may be held on a computer, paper file or other format.

In taking out insurance with us you have consented to such information being processed by us and other companies contracted by us.

### **Communicating with you or other drivers**

We will only contact you regarding this policy unless you have given your consent for another party to handle your policy for you.

If we cancel your policy we may if we are unable to contact you write to your other drivers.

We will communicate with you during the currency of the policy and at renewal.

If we receive a claim notification after the expiry of a policy from you or a third party we will communicate with you or a driver directly.

If we are unable to contact you we will contact a driver directly if that driver was involved in an accident or claim.

We will, on request, supply details of the databases, registers and agencies to which we contribute or access.

You may access and, if necessary, have corrected the information held about you. Should you wish to have such access contact

The Data Protection Officer, Tradex Insurance Company Limited,  
7 Eastern Road, Romford Essex RM1 3NH

More information about data protection can be found on the Information Commissioner's Office website on [www.ico.org.uk](http://www.ico.org.uk).

#### **Motor Insurance Database**

It is a legal requirement that details and registrations of the vehicles you own are added to the MID which is managed by the Motor Insurers' Bureau (MIB). MID data may be used by certain statutory and/or authorised bodies including the police, the DVLA, the DVA, the Insurance Fraud Bureau and other bodies permitted by law, for electronic vehicle licensing, Continuous Insurance Enforcement, preventing and detecting crime, reducing the incidence of uninsured driving and for the provision of government and other services aimed at reducing the level and incidence of uninsured driving.

Other insurers and the Motor Insurers' Bureau may search the MID to ascertain relevant policy information if you have been involved in a road accident whether in the United Kingdom or abroad.

Other people pursuing a claim in respect of a road traffic accident, their personal or appointed representatives, whether within the United Kingdom or overseas may also obtain relevant information which is held on the MID.

#### **Driving licence information**

Driving licence checks may be completed prior to renewal of the policy where you have supplied your own and your named drivers licence details.

#### **Administration, management information and regulatory compliance**

The information you supply may be

- used for insurance administration, debt collection, offering renewal, research and statistical analysis by Tradex, its associated companies and agents, by other participating insurers and suppliers and your insurance broker or agent
- used for management information purposes including portfolio assessment, risk assessment, performance and management reporting
- disclosed to regulatory bodies for monitoring and/or enforcing the insurers' compliance with any regulatory rules and codes of conduct
- shared with other insurers either directly or via those acting for them such as loss adjusters, surveyors and investigators
- provided to, shared with and checked against various databases (including the No Claims Discount Database), the DVLA/DVA, credit reference agencies, fraud prevention agencies and public bodies including the police when you apply for, renew or amend this insurance or make a claim.

We may, in addition, contact you by text or email regarding claims, payment defaults and policy administration.

#### **Fraud detection and prevention**

Tradex and other participating insurers and/or their agents and suppliers may, in order to detect and prevent fraud

- request information from and pass claims information to the Claims and Underwriting Exchange (CUE) and the Motor Insurance Anti Fraud and Theft Register (MIAFTR)
- provide the DVLA or, where applicable, the DVA with all driving licence numbers to confirm each driver's licence status, entitlement and restriction information and endorsement and/or conviction data
- check your identity to prevent money laundering unless you have provided us with satisfactory proof of identity
- undertake checks against publicly available information such as the electoral roll, County Court Judgments in England and Wales and/or orders or judgments for debt in other jurisdictions, Individual Voluntary Arrangements and bankruptcy orders
- validate your claims history or that of any insured person or property involved in the policy or a claim.

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## MOTOR INSURANCE DATABASE DISCLOSURE

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You are required to comply with the regulations relating to the MID for DVLA and DVA registered vehicles. It is therefore your responsibility to ensure that the MID is kept fully up to date. This means that the vehicles to be insured must be advised to and accepted by us. Individual certificates will be issued for each vehicle. No cover is in force unless you have a cover note or Certificate of Motor Insurance showing the registration number of the vehicle. The vehicle details provided will be recorded on the MID.

If the vehicle's registration number is not shown correctly on your policy documents or you cannot find your vehicle on the MID, please contact us immediately. If you do not, the vehicle may be clamped, seized or destroyed and other penalties imposed including points being added to your driving licence. You can check that your correct registration number is shown on the MID at [www.askMID.com](http://www.askMID.com).

As you are obligated to advise every person who will be insured by the policy of these requirements, we strongly recommend that you keep a copy of the completed proposal form and / or the statement of fact, and any supplementary questionnaires and show them to everyone who will be entitled to drive.

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## COMPLAINTS

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We aim to provide the highest service standards at all times however, if for any reason you are not satisfied, we would like to hear from you.

The procedure which follows has been put in place to ensure that your concerns are dealt with promptly and fairly.

**How to make a complaint:**

Please contact us on: **01708 729510**.

Alternatively, you can contact the Complaints Manager as follows:

**By post:**

Complaints Manager  
Tradex Insurance Company Limited,  
7 Eastern Road, Romford, Essex RM1 3NH

**By email:**

[compliance@tradexinsurance.com](mailto:compliance@tradexinsurance.com)

Please remember to include your name, the name of the policyholder as shown on the current policy schedule and the policy and/or claim numbers in all communications.

**Verbal complaints**

Should you telephone us to make a complaint; we will aim to resolve the complaint to your satisfaction within three Business Days (Monday to Friday excluding bank and public holidays). If we are unable to resolve the complaint within this time period, the matter will be passed to the Compliance Department, who will acknowledge it and undertake an independent review. Once the review has been completed and a decision has been made, we will issue details of this in the form of a final response letter. Please note that a final response letter will be issued within eight weeks of the date of your verbal complaint.

**Written complaints**

If you complain in writing, we will upon receipt; acknowledge the complaint within five Business Days (Monday to Friday excluding bank and public holidays) and review the matter. Once the review has been completed and a decision has been made, we will issue details of this in the form of a final response letter. Please note that a final response letter will be issued within eight weeks of the date of your written complaint.

**Final response letter**

This will summarise the complaint, detail our findings and explain the decision we have made.

If we are unable to issue a final response letter within eight weeks of the date you made your verbal or written complaint, we will contact you to give reasons for the delay and indicate when we expect to issue it.

**If you remain dissatisfied**

If after eight weeks of making the complaint you have not received a final response, or are unhappy with the decision, you can ask the Financial Ombudsman Service to review the matter. They can be contacted using the details below

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London E14 9SR  
Telephone from landline: 0800 023 4567  
Telephone from mobile: 0300 123 9123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**Note:** We would recommend that you check the Financial Ombudsman Service website to ensure that your complaint is eligible for review by them.

If you have purchased one of our products online, you may submit details of your complaint via the European Online Dispute (EOD) platform. The complaint will be forwarded to the Financial Ombudsman Service. The EOD platform's website address is as follows:

(<http://ec.europa.eu/odr>).

If you have purchased one of our products via a Guernsey or Jersey broker you may be able to complain to the Channel Islands Financial Ombudsman.

For more information visit

[www.ci-fo.org](http://www.ci-fo.org)  
or call Jersey 01534 748610 or Guernsey 01481 722218  
or by post to Channel Islands Financial Ombudsman (CIFO)  
PO Box 114, Jersey, Channel Islands JE4 9QG

## FINANCIAL SERVICES COMPENSATION SCHEME

Tradex is covered by the Financial Services Compensation Scheme (FSCS) which protects you in the unlikely event that it is financially unable to pay claims made against it. For cover required by the Road Traffic Acts or any other form of compulsory insurance, you would be covered in full for any claim. For all non compulsory insurances, the FSCS will meet a maximum of 90% of any claim for compensation. In both cases, there is no upper limit. Full details are available on the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to

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



Tradex Insurance Company Limited  
7 Eastern Road, Romford, Essex RM1 3NH