

TRADEX



## Commercial Motor Plus Policy



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## Introduction to your policy

Thank you for choosing Tradex to insure your vehicle. We are pleased to welcome you as one of our valued policyholders.

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

The 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.

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, 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 us.



Stephen Endean, Chief Executive Officer

## Motor Insurance Database disclosure

It is now a legal requirement that details and registrations of the vehicles you own are added to the Motor Insurance Database (MID) which is managed by the Motor Insurers' Bureau (MIB). If a 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 6 points being added to the driver's licence. You can check that your correct registration number is shown in the MID at [www.askMID.com](http://www.askMID.com).

**For further information please read Essential Information – Motor Insurance Database on page 70.**

## Making a claim

### Motor, Legal liabilities, Goods in transit, Legal expenses and Driver's personal accident

As soon as you can, please telephone the First Response Helpline on 0845 373 1300 or from abroad +44 207 001 9200, weekdays 9am to 5pm

An out of hours telephone service is available or you may email us at [newclaims@tradex.com](mailto:newclaims@tradex.com).

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 58 below).
- You must report every accident even if there is no damage to your vehicle or an accident was not your fault.
- You must not drive a vehicle after an accident if it is not roadworthy or if this will, in any way, increase the damage.
- You must send us, unanswered, every writ, summons, legal process or other communication about the claim as soon as you receive it.
- You must tell us in writing immediately you or your legal representative become aware of any prosecution, inquest or fatal inquiry involving anyone covered by this policy.
- Send all documentation requested to  
Commercial Motor Claims Department, Victory House, 7 Selsdon Way, London E14 9GL.

#### Legal expenses - important

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 58 below).

- All claims must be reported to us within 14 days of your becoming aware of any circumstance which may give rise to a claim.
- Where you opt to choose your own appointed representative, you must not enter into a conditional fee agreement until we have approved the appointment.
- You must sign and return the claim form we send you as soon as possible together with a copy of your driving licence.
- We will require full details of the incident including the names and addresses of all parties involved including witnesses, if any.

### Windscreen

If this optional extension is in force, please telephone 0800 36 36 36 at any time

### Road Rescue

Telephone the 24 hour Tradex and Westminster Road Rescue helpline  
0800 132 450 in the United Kingdom  
+44 1737 815 150 if you have European Road Rescue cover

- 1 Advise the operator that you are a Tradex policyholder.
  - 2 Quote your vehicle registration number and provide a description, if required.
  - 3 Give the vehicle's location and the nature of the fault.
- You must not drive the vehicle after an accident if it is not roadworthy or if this will, in any way, increase the damage.
  - If your vehicle is disabled as a result of an accident, it will be moved to the nearest repairer or place of safety.

## General definitions

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

<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>Business</b>	The business which <b>you</b> operate in the <b>United Kingdom</b> as shown in the <b>schedule</b> .
<b>Certificate of motor insurance</b>	Evidence of the existence of motor insurance as required by law.
<b>Claim</b>	A claim or series of claims arising out of one event.
<b>Co-insurance</b>	The percentage of each <b>claim</b> that <b>you</b> have agreed to pay.
<b>DVA</b>	The Driving and Vehicle Agency Northern Ireland.
<b>DVLA</b>	The Driving and Vehicle Licensing Authority.
<b>Employee</b>	A person who, under the terms of the Employers' Liability (Compulsory Insurance) Act 1969, has entered into or works under a contract of service or apprenticeship with the <b>business</b> whether the contract is expressed or implied, oral or in writing including anyone <ul style="list-style-type: none"> <li>a) hired or lent to <b>you</b> or borrowed by <b>you</b></li> <li>b) supplied to <b>you</b> or employed by <b>you</b> under <b>your</b> control or supervision</li> <li>c) who is self employed and working under <b>your</b> control or supervision</li> <li>d) who is a prospective employee whose suitability for employment is being assessed by <b>you</b>.</li> </ul>
<b>Endorsement</b>	Any variation to the printed terms of this <b>policy</b> .
<b>Excess(es)</b>	The amount(s) and/or any <b>co-insurance</b> percentage shown in the <b>schedule</b> which will be deducted from each <b>claim</b> paid.
<b>Family</b>	<b>Your spouse</b> , <b>your</b> own, adopted, foster or step children, parents and any relatives living permanently with <b>you</b> .
<b>FCA</b>	The Financial Conduct Authority. Information on regulated companies can be obtained either by calling the FCA Consumer Helpline free on 0800 111 6768 or by visiting their website <a href="http://www.fca.org.uk">www.fca.org.uk</a>
<b>Home</b>	<b>Your</b> permanent private residence 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 claim including but not limited to loss of market, loss of contract, loss of use, monetary devaluation or any other similar economic loss.
<b>Injury</b>	Bodily injury, death, illness, disease and/or nervous shock.
<b>Material facts</b>	Any information which would influence <b>us</b> in <b>our</b> decision to provide or restrict cover and to set the level of premium.
<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 <b>certificate(s) of motor insurance</b> read together and any word or expression to which a specific meaning has been given having the same meaning wherever it appears.
<b>Policyholder</b>	The person(s) and/or <b>business</b> named as the <b>policyholder</b> in the <b>schedule</b> .
<b>Road rage</b>	A deliberate act by the driver or passenger of a motor vehicle intended to cause harm, damage or intimidation to other persons or damage to their vehicles or property.
<b>Schedule</b>	The document which gives details of the <b>policyholder</b> , <b>insured</b> or <b>insured persons</b> , the <b>period of insurance</b> , <b>endorsements applicable</b> , <b>excess(es)</b> and the cover in force.
<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>Subcontractor</b>	A person or business which has a contract, as an independent contractor and not as an <b>employee</b> , with <b>your business</b> to provide some portion of the work or services which <b>you</b> have agreed to perform.
<b>Sum(s) insured/ indemnity limit</b>	The specific amount(s) or indemnity limit(s) shown in the <b>schedule</b> .
<b>Tradex</b>	Tradex Insurance Company Limited.
<b>United Kingdom</b>	Great Britain, Northern Ireland, Isle of Man and the Channel Islands.
<b>Unattended</b>	No-one being in, on or in a position to prevent any unauthorised interference with the <b>vehicle</b> , <b>trailer</b> and/or any contents.
<b>Vehicle</b>	Any vehicle, including its permanently fitted <b>accessories</b> and parts, which is <ul style="list-style-type: none"> <li>a) owned, registered, leased or hired under a hire purchase agreement by <b>you</b></li> <li>b) described in the <b>schedule</b> and current <b>certificate of motor insurance</b></li> <li>c) recorded on the Motor Insurance Database (MID).</li> </ul>
<b>We/us/our/the insurer/</b>	<b>Tradex</b> or any other insurer more fully defined in any operative part or section of this <b>policy</b> .
<b>You/your/insured/ insured person</b>	<ul style="list-style-type: none"> <li>a) <b>the policyholder</b> and</li> <li>b) where more specifically insured elsewhere in this policy, any person               <ul style="list-style-type: none"> <li>i) permitted by the <b>current certificate of motor insurance</b> to drive, use or be in charge of the <b>vehicle</b></li> <li>ii) defined as an <b>employee</b>, <b>insured</b> or <b>insured person</b> in any individual part or section of this <b>policy</b></li> </ul> </li> </ul> and, where applicable, their personal legal representatives.

## Part A – Motor

*Your schedule will show whether this part of the **policy** is in force.*

### Specific definitions

*The following definitions apply to this part of the **policy** and also where shown in bold in the General conditions and General exclusions. General definitions apply to the **policy** as a whole.*

<b>Accessories</b>	For the purpose of this <b>policy</b> , accessories include <ul style="list-style-type: none"> <li>a) any additional and supplementary accessories or equipment</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>Agricultural vehicle</b>	Any tractor or similar vehicle used for farming, gardening, animal care, forestry or snow clearance including the hauling of materials to deal with frost, ice, snow and animal feed and bedding.
<b>Articulated vehicle</b>	A goods carrying vehicle made up of a power unit and one semi trailer.
<b>Car</b>	A private passenger vehicle with a maximum carrying capacity of 9 persons including the driver.
<b>Coach</b>	A motor coach or bus with a seating capacity of 17 passengers or more.
<b>Finance company</b>	The finance company, bank, building society or any other lender with which <b>you</b> have entered into a loan or credit agreement for purchasing <b>your vehicle</b> .
<b>Green card</b>	The document required by certain non European Union (EU) countries to provide proof that <b>you</b> have the minimum insurance cover required by law to drive in that country.
<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>In-vehicle equipment</b>	Any in-vehicle entertainment system (including cassettes, compact discs DVDs and films), telephone, camera, data transmission, communication, satellite navigation, CB and two-way radio whilst the equipment is 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>Market value</b>	The current cost of replacing <b>your vehicle</b> with a comparable one of similar type and condition determined by reference to standard trade guides.
<b>Minibus</b>	A motor vehicle constructed or adapted to carry more than 8 but not more than 16 passengers.
<b>Mobile unit</b>	Any <b>vehicle</b> and/or <b>trailer</b> used as a <ul style="list-style-type: none"> <li>a) canteen or for catering, food, beverage and drink preparation and dispensing, ice cream sales and/or any similar purpose declared to <b>us</b></li> <li>b) as a workshop, canteen, surgery, hospitality or exhibition unit.</li> </ul>
<b>Moped</b>	A motorcycle 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 a motorcycle that can be moved by pedals if first used before 1 August 1977.
<b>Motorcycle</b>	A mechanically propelled vehicle, <i>not being an invalid carriage or <b>moped</b></i> , with fewer than four wheels, the unladen weight of which does not exceed 410kg.



<b>Outstanding balance</b>	The net balance owing to the <b>finance company</b> when the <b>total loss claim</b> is settled or, if the <b>vehicle</b> was stolen, the date of the settlement offer <i>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)</i> .
<b>Period of cover</b>	The <b>period of insurance</b> shown in <b>your schedule</b> or the earlier of the date on which the <ul style="list-style-type: none"> <li>a) finance agreement expires, is paid off or <b>we</b> have paid the <b>outstanding balance</b> under Part A - Motor, Section 2 – Your vehicle, Optional extension 3 – Finance gap cover</li> <li>b) <b>vehicle</b> is sold or transferred to a new owner</li> <li>c) <b>policy</b> is cancelled or not renewed.</li> </ul>
<b>Personal effects</b>	Personal effects include but are not limited to clothing, handbags, wallets, briefcases and luggage <i>however, mobile telephone, communication, photographic, audio, video, computer and associated equipment, jewellery, watches, money, documents and pedal cycles are excluded</i> .
<b>Plant and equipment</b>	All permanently fixed items of <ul style="list-style-type: none"> <li>a) electrical, mechanical and/or hydraulic plant and associated equipment</li> <li>b) fixtures and fittings</li> </ul> in or on <b>your vehicle</b> not supplied as original equipment by the manufacturer..
<b>Quad bike</b>	An off-road ride-on vehicle with four large wheels designed for agricultural and recreational use.
<b>Territorial limits</b>	The <b>United Kingdom</b> , the Republic of Ireland, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France including Monaco, Germany, Gibraltar, Greece, Hungary, Iceland, Italy including San Marino and the Vatican City, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland including Liechtenstein.
<b>Total loss</b>	Where the <b>vehicle</b> <ul style="list-style-type: none"> <li>a) has been damaged beyond economic repair repair costs exceed 75% of the <b>market value</b> or</li> <li>b) was not recovered within six weeks of being stolen.</li> </ul>
<b>Trailer</b>	For the purpose of this part of the <b>policy</b> , a trailer includes but is not limited to a semi-trailer, caravan, <b>mobile unit</b> , mobile equipment or goods carrying container which itself cannot be driven.
<b>Vehicle</b>	Any vehicle, including its permanently fitted <b>accessories</b> and parts and declared <b>plant and equipment</b> and/or modifications, which is <ul style="list-style-type: none"> <li>a) owned, registered, leased or hired under a hire purchase agreement by <b>you</b></li> <li>b) described in the schedule and current <b>certificate of motor insurance</b></li> <li>c) recorded on the Motor Insurance Database (MID).</li> </ul>



## Uses and drivers

This **policy** only covers the **vehicle** if it is being driven and used by the persons and in the way specified in the **schedule** and **certificate of motor insurance**.

### Use exclusions

*The following uses 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 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 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.*

### Driver exclusions

*Except as required to meet **our** obligations under the applicable Road Traffic Acts or equivalent legislation in the **territorial limits** or any other country in which this **policy** is operative, **this policy** excludes any liability, **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 licence(s) 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 the relevant driving licence*
- iii) *who, as a result of an incident or **claim**, is convicted of racing on a public highway*
- iv) *who **we** are satisfied was, at the time, under the influence of or addiction to 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*
- v) *who commits or attempts*
  - a) *suicide*
  - b) *wilful, deliberate or criminal damage including **road rage**.*

## Conditions and clauses

### 1 Standard and protected no claims bonus

We will, if applicable and dependent on the **claims** arising during each twelve month **period of insurance**, increase or reduce the annual renewal premium in accordance with the bonus scale which applies at the time. The percentage discount which the bonus represents is **our** standard bonus scale published on **our** website or available from Head Office, Appointed Representatives, brokers and **our** branches. The bonus allowances will be at **our** sole discretion.

Where **you** have protected **your** no claim bonus and **we** have paid a **total loss claim**, **we** will offset the remaining annual premium calculated on a pro-rata basis against the premium required for its replacement. However, **we** will not apply the waiver if the replacement **vehicle** is itself the subject of a **total loss claim** in the same **period of insurance**.

Both standard and protected no claims bonuses

- a) will be applied as if a separate insurance had been issued for each **vehicle** shown on 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 claims bonus, **we** will disregard those **claims** where **we** are able to make a full recovery of **our** outlay.

### 2 Compulsory minimum third party indemnity cover outside the United Kingdom

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

In compliance with the EU Directives and laws relating to the compulsory insurance of vehicles, **we** provide the required minimum third party indemnity cover for any **vehicle** whilst in 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 the Vatican City, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland including Liechtenstein. (See Section 1 – Liability to others, page 15.)

### 3 Excesses

If an **excess** is shown in the **schedule** or elsewhere in this part of the **policy**, **you** have agreed to pay that amount for each incident of loss or damage. In most cases **we** will deduct the **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 re-claim the amount from **you** and **you** agree to pay **us** back without delay. Failure to do so may result in the cancellation of the **policy**.

#### 4 Additional excesses for young or inexperienced drivers

If a **vehicle** is damaged whilst a young or inexperienced person (including the **policyholder**) is driving or in charge of it, **you** will have to pay the following additional **excess** in addition to any other **excess(es)** specified in the **schedule**. The **excess** does not apply to third party personal injury claims.

*Where the schedule shows that cover is restricted to the Channel Islands only*

Age of Driver	Excess Amount	
	Inexperienced drivers Full United Kingdom licence held for less than 1 year	Experienced drivers Full United Kingdom licence held for over 1 year
Under 19	£ 750	£ 600
19 up to 21	£ 600	£ 500
21 up to 23	£ 500	£ 350
23 up to 25	£ 400	£ 300
25 and over	£ 250	NIL

*Any other country in which cover is in force*

Age of Driver	Excess Amount	
	Inexperienced drivers Full United Kingdom licence held for less than 1 year	Experienced drivers Full United Kingdom licence held for over 1 year
Under 19	£1,000	£ 850
19 up to 21	£ 850	£ 800
21 up to 23	£ 750	£ 700
23 up to 25	£ 650	£ 600
25 and over	£ 400	NIL

#### 5 Spanish Bail Bond

We will provide a guarantee or deposit of up to £5,000 to facilitate **your** release or that of **your vehicle** and its attached **trailer** if, as a direct result of an accident in Spain, **you** are detained or the **vehicle** is impounded. **You** must comply with all necessary formalities and give **us** all information and assistance necessary to obtain the cancellation of the guarantee or the return of the deposit. If the guarantee or deposit is fully or partially forfeited or taken as payment of any fines or costs, **you** will repay **us** immediately.

#### 6 Business use in the Republic of Ireland

If **your business** is based in and operates from Northern Ireland, **we** will provide the cover shown in the **schedule** for **business** use of the **vehicle** in the Republic of Ireland but only if the **vehicle** is registered in Northern Ireland. Cover for any other use will have to be specifically requested (see Optional Extension 1, European and foreign use – full cover below).

## Optional extensions

*Your schedule will show whether these optional extensions are in force.*

### 1 European and foreign use – full cover

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

Where you have requested the full cover shown in the schedule (Section 1 – Liability to others and/or Section 2 – Your vehicle) for countries outside the United Kingdom and we have agreed to provide it, the schedule will be endorsed accordingly and, if necessary, a green card will be issued. A reasonable additional premium will be required.

If the vehicle is stolen in Bulgaria, Croatia, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Poland, Romania, Slovakia and Slovenia, you will have to pay a co-insurance of 25% of the market value of the vehicle.

Cover will only be operative if

- a) you and the driver are permanently resident in and the business is based in the United Kingdom
- b) the vehicle is registered in the United Kingdom
- c) the trip outside the United Kingdom is temporary and the vehicle will be out of the United Kingdom for no more than 45 days per trip.

Cover includes

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

### 2 Self-drive hire

#### Definitions

##### Credit hire

The provision of a self-drive vehicle under a hire agreement that defers payment by the hirer to a later date.

##### Driver

The person eligible to drive the self-drive hire vehicle whose details have been recorded in the hire agreement.

##### Hire agreement

The signed contract between you and the hirer which incorporates an insurance proposal form approved by us.

##### Hirer

The person who has completed and signed the hire agreement whether as an individual or on behalf of a business.

##### Period of hire

The period stated in the hire agreement but no more than the maximum number of days shown in the schedule.

##### Self-drive hire vehicle

Any vehicle shown in the schedule to be available to be driven or used for self-drive hire.

### The cover

We will extend cover to insure **you** whilst a **self-drive hire vehicle** is being driven or used during the **period of hire** by a **driver** in the **United Kingdom** and elsewhere if Optional extension 1, European and foreign use – full cover is shown in the schedule as operative

provided that

- a) the **vehicle** is being driven or used in accordance with the **certificate of motor insurance** and the **schedule**
- b) the **driver** complies with the terms, conditions and exclusions of this **policy** and the **hire agreement** insofar as they can apply
- c) if **you** do not renew the **policy**, the **period of hire** is completed during the **period of insurance**
- d) where a **hirer** and/or **driver** has failed to provide accurate information or has withheld or misrepresented any material information when completing the **hire agreement**, the **policyholder** and not the **hirer** and/or **driver** will be indemnified but only to the extent required for **us** to meet **our** obligations under the applicable Road Traffic Acts or similar legislation in any country in which this optional extension is operative.

### Conditions and clauses

*The following conditions and clauses which apply to the whole of this optional extension should be read carefully as non-compliance will affect the cover provided*

- 1 Where **your schedule** shows that a **hirer** and/or **driver** is insured on a standard basis, the **hirer** and/or **driver** must
  - i) be between the minimum and maximum ages shown against the applicable **self-drive hire vehicle** in the **schedule**
  - ii) have held the relevant full **United Kingdom** licence for more than 24 months
  - iii) have a driving licence without any terms or restrictions imposed by the **DVLA** or **DVA** for any medical condition requiring notification
  - iv) where a **self-drive hire vehicle** is to be driven or used for the carriage of passengers for hire and reward, **you** must ensure that the **hirer** and/or **driver** holds all the appropriate licence(s) including, if the vehicle is to be used as a Public Service Vehicle that the PSV O (Special Restricted PSV Operator's) licence
  - v) not be
    - a) engaged in the professional sport, racing, gambling, modelling or entertainment, other than as a classical musician, hawking or general dealing, street or market trading
    - b) a student or a member of the **United Kingdom** armed forces aged under 25
    - c) a member of the armed forces of any other country
  - vi) not have
    - a) had more than one accident in the last 5 years
    - b) been disqualified from driving in the last 24 months
    - c) any convictions for or prosecutions pending under any Road Traffic Act or similar legislation in any country in which this **policy** is operative unless specifically declared to **us** and shown in the **schedule**
    - d) been convicted of or has a prosecution pending for any other criminal act other than parking offences or one speeding offence
    - e) had a motor insurance proposal declined, a policy cancelled, renewal refused or special terms, conditions, exclusions or an increased premium imposed.

### Important note

Where **your schedule** shows that **we** have agreed to accept **hirers** and/or **drivers** falling outside the standard eligibility criteria set out in i) – vi) above on a non-standard basis, **we** may impose additional terms, conditions and exclusions as well as an increased premium.

- 2 **You** must verify the identity, date of birth and address of the **hirer** and/or **driver**
  - a) if an individual, by inspecting and copying
    - i) the original driving licenceand, in addition
    - ii) at least one of the following, a passport, cheque book, debit or credit card or original utility bill
    - iii) if **you** do not take photographs of **hirers** and/or **drivers**, **you** must ensure that one of the copied documents has a photograph of the **hirer** and/or **driver** on it
  - b) if a representative of a business, by
    - i) checking the documents as in a) aboveand, in addition
    - ii) checking that the business is in existence
    - iii) establishing that there is a the link between the representative and the business
    - iv) confirming the authenticity of the hire by telephone or email.
- 3 **You** must ensure, in the event of a **self-drive hire vehicle** being delivered to the **hirer** or **driver's**
  - a) home address that all documentation is completed and checked inside the home
  - b) repairer or garage that the **hirer** or **driver's** own vehicle is at the premises undergoing repair, a service or MOT.
- 4 Before the **period of hire** begins, **you** must ensure that
  - a) the **hirer** and where applicable the **driver**, has personally fully completed and signed the **hire agreement** and provided all the relevant information
  - b) **you** have checked and verified all the required documents.
- 5 If anyone other than the **hirer** completes a **hire agreement**, **you** will be considered to be the **hirer's** agent for all purposes relating to its completion.
- 6 Copies of all **hire agreements**, licences, photographs and other related documentation must be kept for at least 4 years or, if there has been a **claim**, for any further period **we** require. These must be available for inspection by **us** on request.
- 7 Payment for all hires must be by credit or debit card other than where the **self-drive hire vehicle** is being hired under a **credit hire** contract. **We** may, on request, give authorisation for a **hirer** to pay part of the hire cost in cash but only if the full deposit is paid for by credit or debit card.
- 8 **You** must ensure that whenever a **self-drive hire vehicle** is returned out of **business hours**, the **driver** returns its keys through an external non-return drawer or deposit system which goes into an internal key safe fitted to or in a solid masonry wall. In addition, if the **business premises** have a CCTV system, the key safe deposit must be within its coverage.
- 9 **You** will, for the purpose of this **policy** be considered at all times to be the agent of the **hirer** and not **our** agent.
- 10 **You** must provide **us** with all the information, documentation and assistance necessary to enable **us** to pursue, in **your** name, the recovery of **our** outlay from the **hirer** or the **hirer's** agent in the event of
  - a) the **hirer** and/or **driver**
    - i) failing to provide accurate information or withholding or misrepresenting any material information when completing the **hire agreement**
    - ii) acting fraudulently or criminally
  - b) the **hirer's** own insurance failing to provide indemnity because the policy cover is inadequate, inappropriate or is no longer in force.

- 11 Where **your schedule** shows that **you** are required to have digital camera, CCTV recording systems and/or telematics fitted in or to **your self-drive hire vehicles**, **you** must
- ensure that these are fully operational and activated at all times
  - on request, provide **us** with all available records, footage and memory cards relating to an incident which may give rise to a **claim**.

## Exclusions

*No cover will be provided under this optional extension for*

- the hire of any **self-drive hire vehicle**
  - paid for in cash* other than as specifically allowed for under Conditions and clauses 7 above
  - under a **credit hire** agreement unless specifically agreed by **us** in writing
  - where the **period of hire**
    - has been extended without the completion of a further **hire agreement**
    - exceeds 30 days in total
- the driving or use of a **self-drive hire vehicle**
    - outside the **United Kingdom**
    - for the carriage of passengers and/or goods for hire or reward or for fast food delivery
  - theft of a **self-drive hire vehicle** by or with the connivance of the **hirer, driver** and/or their agents

unless stated otherwise in the **schedule**.

## Extensions

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

### 1 Hirer's own insurance

Where **we** have agreed that the **hirer** will insure the **self-drive hire vehicle** for the **period of hire** **we** will indemnify **you** *but not the **hirer** or **driver*** in the event that the **hirer's**

- own insurer fails totally
- insurance cover is inadequate, inappropriate or has been cancelled
- insurer refuses to provide indemnity where the **hirer** and/or the **driver** has withheld or misrepresented material information and/or acted fraudulently or criminally *but not if **you** have been party to the non-disclosure, misrepresentation, fraud or criminal act*

provided that

- prior to the **hire agreement** being signed and the commencement of the **period of hire** **you** receive written or electronic confirmation from the **hirer's** insurer that
  - comprehensive insurance cover is in force
  - the drivers named in the cover note or **certificate of motor insurance** are entitled to drive or use the **vehicle**
  - the **vehicle** is being driven or used in accordance with the **certificate of motor insurance** issued by the insurer
- the **hire agreement** states clearly that
  - the **hirer's** own insurance applies and has the required documentation and information attached to it
  - in the event of the **hirer's** own insurance failing, **you** will be entitled to pursue recovery of **our** outlay from the **hirer** or the **hirer's** agent
- you** keep a copy of the cover note or **certificate of motor insurance** and any related documentation for at least 4 years or, if there has been a **claim**, for any further period **we** require.



## **2 Theft by hirer**

Where this extension is shown to be operative in the **schedule**, theft by or with the connivance of the **hirer**, **driver** and/or their agent(s) will only be provided if **you** fully comply with all the Conditions and clauses and, in particular, 3.

In the event of a **claim**, **you** will be responsible for 25% of the cost of the **claim** including any recovery costs and expenses incurred or a £2,500 **excess** whichever is the greater.

## **3 Hire and reward**

Where this extension is shown to be operative in the **schedule**, cover for the carriage of passengers for hire and reward will be provided but only if the

- 1 **self-drive hire vehicle** is licensed to operate in the same area as that of the **hirer** and is operated only within that area
- 2 **hirer** and/or **driver's** licence to operate is fully operative and has not been cancelled, suspended, revoked, altered or refused at renewal
- 3 **hirer** and/or **driver** complies fully with the terms and conditions of the local licensing authority or where applicable, the Public Carriage Office.

## Section 1 – Liability to others

### The cover

We will insure **you** for all the amounts **you** are legally liable to pay less any **excess** shown in the **schedule** for accidental

- i) death of or **injury** to other people
- ii) damage to property up to the limit specified in the **schedule** arising out of an incident in a 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

- a) **your** employer or business partner and any other person specified in the **schedule** who, with **your permission**, is using, driving or in charge of the **vehicle**
- b) at the **policyholder's** request, any passenger travelling in, getting into or out of the **vehicle** 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 as allowed by law or recommended manufacturer's towing limit

*excluding any **trailer** or disabled vehicle*

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

## 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 tools, goods or **personal effects** carried in or on **your vehicle**.*
- 4 *Death 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 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 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

- a) legal fees for representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction

- b) the cost of defending any proceedings against **you** for manslaughter or causing death by dangerous or careless driving, up to a limit of £10,000 inclusive of VAT
- c) emergency treatment fees as required under the Road Traffic Acts (if this is the only payment **we** make, **your** no claims bonus will not be affected)
- d) all other costs and expenses incurred with **our** written consent.

## Optional extension

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

### 1 Driving other vehicles – liability to others

**We** will extend the cover provided by this section of the **policy** to an accident involving any other vehicle whilst any person named in the **schedule** is personally driving it with the permission of the owner

provided that

- a) this is allowed by the current **certificate of motor insurance** and subject always to the limits, terms, conditions and exclusions of this section and the **policy** as a whole
- b) the borrowed vehicle is registered, taxed, insured and recorded on the Motor Insurance Database in the owner's name
- c) 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 available to **you** on a regular basis
  - 3 a **motorcycle**, **minibus**, **coach**, **quad bike** or any vehicle with a gross vehicle weight over 3.5 tonnes
  - 4 being test driven or evaluated by **you**
- b) **your vehicle**
  - 1 is still owned by **you**
  - 2 has not been sold or disposed of
  - 3 is not the subject of a **total loss claim**

*but we will not pay*

- i) any **claim** for which cover is provided by any other insurance
- ii) any incident which occurs outside the **United Kingdom**.

### 2 Driving other motorcycles – liability to others

**We** will extend the cover provided by this section of the **policy** to an accident involving any other **motorcycle** whilst any person named in the **schedule** is personally driving it with the permission of the owner

provided that

- a) this is allowed by the current **certificate of motor insurance** and subject always to the limits, terms, conditions and exclusions of this section and the **policy** as a whole
- b) the borrowed **motorcycle** is registered, taxed, insured and recorded on the Motor Insurance Database in the owner's name
- c) the borrowed **motorcycle** is not
  - 1 owned by or hired to **you** under a hire purchase, self-drive hire, credit hire or lease agreement
  - 2 available to **you** on a regular basis
  - 3 being test driven or evaluated by **you**
- d) **your vehicle**
  - 1 is still owned by **you**
  - 2 has not been sold or disposed of
  - 3 is not the subject of a **total loss claim**

*but we will not pay*

- i) any **claim** for which cover is provided by any other insurance
- ii) for any incident which occurs outside the **United Kingdom**.

## 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 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) a hotel, restaurant, car park or other similar establishment whilst being parked
- 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 page 2 – Making a Claim for detailed information about how to make and manage a claim.*

#### 1 Repairs

**Your vehicle** may be repaired either by a competent repairer of **your** choice or by one of **our** recommended repairers. Please note that if **you** choose **your** own repairer, certain of the covers and services will be restricted or may not apply (see below for full details).

##### Second hand or reconditioned parts

Where it is safe to do so and **you** have agreed to the fitting of second hand or reconditioned parts, **we** will deduct half the amount saved from **your excess**. If **your excess** is less than half of the saving, **we** will pay **you** half of what remains of the saving.

##### Repairs under £500

**You** may personally authorise the repairs if the written estimate for the repairs is £500 or less excluding VAT but **you** must send it to **us** immediately together with the accident report form and **your** driving licence.

##### Work carried out by you

Where, by agreement, the work is to be carried out by **you** in **your** own repair shop, a deduction of 10% will be made from the cost of labour and manufacturers' parts agreed by the independent vehicle assessor at the time of inspection.

##### Approved repairer

If **you** agree to repairs being undertaken by **our** approved repairers, **we** will arrange for work to begin as soon as possible. If the **vehicle** can be driven safely, **we** will arrange a suitable time for **you** to take it in for repairs.

##### Own choice repairer

If **you** wish the repairs to be undertaken by a competent repairer of **your** choice, **you** must send **us** the following

- the completed accident report form
- **your** driving licence
- a written estimate for the repairs.

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

- i) arrange for a repairer of **our** choice to carry out the work
- or
- ii) pay **you** the amount **our** repairer would have charged.

**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 **United Kingdom** source.

**2 Recovery and delivery**

**We** will pay the reasonable costs, where necessary, of

- i) protecting the **vehicle**
- ii) where the **vehicle** is a **total loss**, moving it to free and safe storage whilst **our** investigations are carried out
- iii) moving the **vehicle**, if it cannot be driven, to the nearest approved repairer.

**3 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** as well as any alarm keys and transmitters
- vii) the **vehicle's certificate of motor insurance**
- viii) if applicable, confirmation of the registered ownership of the **vehicle's** cherished, private or personalised number plate.

All keys and, where applicable, the **certificate of motor insurance** must have been received by **us** before the final settlement of the claim.

**How we will settle your claim****The vehicle**

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

- i) pay for the damage to be repaired or
- ii) replace the vehicle or
- iii) make a cash settlement

The most **we** will pay is the **market value** or the value shown in the **schedule** whichever is lower.

**Total loss**

If the engineer classifies the **vehicle** as repairable, **we** may, on request and at **our** option, offer a reduced cash settlement and allow **you** to keep the damaged **vehicle**. However, if the **vehicle** is classified as irreparable and **you** are not eligible for a new **vehicle** (see New Vehicle Replacement below), the **vehicle** will become **our** property and **we** will arrange for its immediate disposal. **We** will hold the proceeds for **you** until **we** confirm cover and agree to settle the claim. Any cash settlement **we** offer will be subject to the deduction of the applicable **excesses**. In the event that the claim is not covered, **we** will pass on to **you** the amount **we** received for the salvage plus any interest **we** have earned. In both instances, **you** will be required to return your **certificate of motor insurance** before **we** make any payment.

Cover for the damaged **vehicle** will end from the date **you** accept **our** offer or **we** decline 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 to the legal owner whose receipt will be a full and final discharge to **us**.

### Channel Island restricted claim settlement

If **your schedule** shows that **you** have elected to restrict cover to the Channel Islands only in return for a discount in premium and **you** then advise **us** of a **claim** occurring elsewhere in the **United Kingdom** or any other country in which cover is provided by the **policy**, the amount **we** will pay will be limited to 50% of the cost of the loss of or damage to **your own vehicle** *unless you have advised us in advance, paid the required additional premium and we have confirmed in writing that the cover has been extended.*

### New vehicle replacement

If the **vehicle** is damaged within six months of its purchase as new **we** will, subject to availability, replace it with a new one of the same make and specification where

- a) the repair cost exceeds 60% of the list price at the time of purchase or
- b) it has been stolen and not recovered within 6 weeks

provided that

- i) **you** pay the applicable **excess(es)**
- ii) 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 on to you*
- iii) the agreement of any interested **finance company** is obtained
- iv) the first registered owner of the **vehicle** is **you** or **your spouse**
- v) the **vehicle's** mileage does not exceed 15,000.

### Cherished and personal number plates

In the event of a **total loss claim**, **we** will return the **vehicle's** cherished, private or 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
- iii) **we** are not liable for any delay or time restraint imposed by the **DVLA** or **DVA**.

### Medical and overnight expenses

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

- a) up to £250 per injured person and £1,000 in all for medical expenses *other than physiotherapy treatment arising from the accident*
- b) up to £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) up to £250 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.

### Personal effects

If any **personal effects** in or on the **vehicle** are stolen or damaged **we** will pay up to £250 any one **claim** and £500 in all in any one **period of insurance**

provided that

- i) the **vehicle** itself has been stolen or a visible attempt has been made to steal it
- ii) **you** pay the first £50 of any **claim**
- iii) all losses resulting from theft, attempted theft, vandalism or malicious damage are reported to the police within 24 hours of discovery
- iv) **you** take all reasonable precautions to safeguard the **personal effects**
- v) there is no other insurance in force to cover the loss or damage.

## Optional extensions

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

### 1 Windscreen, sunroof and window damage

For windscreen repairs and replacement telephone 0800 36 36 36 at any time

Where **your vehicle** has comprehensive cover (i.e. Covers A, B, C and D are all operative) **we** will, provided that **you** use **our** authorised supplier, pay up to the limit stated in the **schedule** in any one **period of insurance** for the cost of repairing or replacing

- 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 **excess** stated in the **schedule** for this extension will not be applied if the damaged glass is repaired rather than replaced, there is no **claim** for scratched bodywork or any other **excesses** are being applied because of more extensive damage to the **vehicle**. A **claim** under this extension will not affect the applicable no claims bonus.

### 2 Accessories, in-vehicle equipment, sign writing and lock replacement

We will,

#### a) Parts, accessories and in-vehicle equipment

at **our** option, repair, replace or pay up to £1,000 for any parts, **accessories** and/or **in-vehicle equipment** stolen or damaged

provided that

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

#### b) Signwriting

if **your vehicle** sustains damage to its signwriting or is stolen and not recovered, pay up to 10% of the **market value** of the **vehicle** shown in the **schedule** for restoration, repainting or new signwriting

provided that

- i) where there is no **claim** for loss of or damage to the **vehicle** itself, **you** pay the applicable **excess**
- ii) **you** alone are responsible for the signwriting costs.

#### c) Lock replacement

pay up to £500 in any one **period of insurance**, for the replacement of locks if the key, fob and/or lock transmitter of the **vehicle** is lost or stolen or the locks are damaged by theft, attempted theft, vandalism or malicious damage

*but not*

- 1 *any loss, damage or theft not reported to the police*
- 2 unless **you** can establish to **our** satisfaction that
  - a) **your** identity, the identity and/or the garaging address of the **vehicle** is known to any person other than **you** or a member of **your family** who may be in possession of the key, fob and/or transmitter
  - b) there is a definite risk of theft or appropriation of the **vehicle**
- 3 *the cost of replacing the **vehicle's** alarms or other security devices.*



### 3 Finance gap cover

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

provided that

- i) cover is effected within 7 days of the purchase of the **vehicle**
- ii) the **outstanding balance** is confirmed by the **finance company**
- iii) the agreement has not been altered since the original purchase of the **vehicle**
- iv) the **total loss** occurred during the **period of cover**
- v) this cover
  - a) is not transferable from one **vehicle** to another
  - b) will cease immediately **you** sell or transfer ownership of the **vehicle** to another person, business, motor trader or dealer
- vi) if either this extension, section or the whole **policy** is cancelled, **you** will not be entitled to a premium refund.

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.

### 4 Driving other vehicles

Where **your vehicle** has comprehensive cover (i.e. Covers A, B, C and D are all operative), **we** will extend this section of the **policy** to cover an incident involving a vehicle which **you** have borrowed whilst any 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 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 section and the **policy** as a whole
- ii) the borrowed vehicle is registered, taxed, insured and recorded on the Motor Insurance Database in the owner's name
- 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 available to **you** on a regular basis
  - 3 a **motorcycle**, **minibus**, **coach**, **quad bike** or any vehicle with a gross vehicle weight over 3.5 tonnes
  - 4 being test driven or evaluated by you
- iv) **your vehicle**
  - 1 is still owned by **you**
  - 2 has not been sold or disposed of
  - 3 is not the subject of a **total loss claim**

*but **we** will not pay*

- i) more than £10,000 any one **claim** less the applicable **excess(es)***
- ii) any **claim** for which cover is provided by any other insurance*
- iii) for any incident which occurs outside the **United Kingdom**.*

### 5 Driving other motorcycles

Where your vehicle has comprehensive cover (i.e. Covers A, B, C and D are all operative), **we** will extend this section of the **policy** to cover an incident involving a **motorcycle** which **you** have borrowed whilst any 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 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 section and the **policy** as a whole
- ii) the borrowed **motorcycle** is registered, taxed, insured and recorded on the Motor Insurance Database in the owner's name

- iii) the borrowed **motorcycle** is not
  - 1 owned by or hired to **you** under a hire purchase, self-drive hire, credit hire or lease agreement
  - 2 available to **you** on a regular basis
  - 3 being test driven or evaluated by **you**
- iv) **your vehicle**
  - 1 is still owned by **you**
  - 2 has not been sold or disposed of
  - 3 is not the subject of a **total loss claim**

*but we will not pay*

- a) *more than £5,000 any one **claim** less the applicable **excess(es)***
- b) *any **claim** for which cover is provided by any other insurance*
- c) *for any incident which occurs outside the **United Kingdom**.*

## Section exclusions

*This section does not cover*

- 1 *Loss of value following repair, wear and tear, mechanical or electrical breakdown, failures and breakages.*
- 2 *Any **indirect losses** and/or hire charges including those arising from **your** inability to use the **vehicle**.*
- 3 *Damage to tyres unless caused by an accident.*
- 4 *Damage due to liquid freezing unless **you** have taken reasonable precautions which comply with the manufacturer's instructions.*
- 5 *Loss of or damage to **plant and equipment** insured elsewhere including under Part D – Goods in transit.*
- 6 *Any extra costs incurred due to any parts or replacements not being available from stock held in the **United Kingdom**.*
- 7 *Repairs or replacements which improve the condition of the **vehicle**, its **plant and equipment**, **accessories** and/or **in-vehicle equipment** unless **you** make a contribution towards the repair or replacement.*
- 8 *Theft or attempted theft including of or from an **unattended vehicle** unless*
  - a) **you** have taken reasonable precautions to protect the **vehicle** and its contents
  - b) all keys are in **your** personal custody or in a locked receptacle in a secure area
  - c) the windows, doors and other openings are closed and securely locked and fastened
  - d) all 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
  - e) if a **motorcycle**, **moped** or **quad bike**, it is secured by a U lock attached to a ground anchor or is garaged in a locked building
  - f) all **tools** are in a locked tool box which is permanently secured to the **business vehicle**
  - g) **you** have removed from view any **accessories** and **in-vehicle equipment** designed to be wholly or partly removable or portable
  - h) there is evidence of forcible and violent entry or exit.
- 9 *Loss or damage arising out of an accident which results in the driver of the **vehicle** being convicted of an*
  - a) *offence involving drink or drugs*
  - b) *equivalent offence under the law of any other country in which this **policy** operates.*

- 10 Loss or damage arising during or as a consequence of
  - a) earthquake occurring anywhere other than in any 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
  - d) repossession of the **vehicle** by its rightful owner.
- 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 impounded or destroyed by an authorised authority
  - d) mechanical, electrical or computer breakdown or wear and tear.

## Specific additional security requirements and exclusions

*Your schedule will show which of the following specific additional security requirements and exclusions apply to this section of the policy.*

*This section of the policy does not cover theft or attempted theft of or from an **unattended vehicle or trailer** including any **plant and equipment***

### **1 Vehicle alarm**

unless a fully functioning **alarm** has been fitted and has been set in its entirety

### **2 Vehicle immobiliser**

unless it has a fully functioning and operational **immobiliser**

### **3 Vehicle tracking device**

unless fitted with a fully operational vehicle tracking or locating device which has been approved by **us**

### **4 Additional locks**

unless the additional dead locks or steering locks approved by **us** are in use

### **5 Overnight theft requirements**

*between the hours of 9.00pm and 6.00am unless garaged in a locked building or secured in a locked compound*

### **6 Overnight theft exclusion**

*between the hours of 9.00pm and 6.00am.*

## Part B – Legal liabilities

*Your schedule will show whether this part of the policy is operative and which of the sections is in force.*

### Specific definitions

*The following definitions apply to this part of the policy only whereas the General Definitions apply to all parts and sections.*

<b>Asbestos</b>	Asbestos and any derivative of asbestos including products or materials containing any asbestos fibres or particles in any form.
<b>Business</b>	For this part of the policy only, the <b>business</b> includes <ul style="list-style-type: none"> <li>a) the provision and management of canteen, social, sports and welfare organisations for the benefit of <b>employees</b> and <b>your</b> first aid, fire, ambulance, medical and security services</li> <li>b) private work undertaken with <b>your</b> consent by an <b>employee</b> for <b>you</b>, a director, partner or another <b>employee</b> of the <b>business</b></li> <li>c) ownership, repair, decoration and maintenance of the main <b>business</b> premises.</li> </ul>
<b>Costs and expenses</b>	Legal costs of any claimant for which <b>you</b> are legally liable and, where incurred with <b>our</b> written consent <ul style="list-style-type: none"> <li>a) all solicitor's fees for <b>your</b> legal representation             <ul style="list-style-type: none"> <li>i) any coroner's inquest or fatal accident inquiry</li> <li>ii) at any proceedings brought in any court arising out of any alleged breach of statutory duty resulting in <b>injury</b></li> </ul> </li> <li>b) all other costs and expenses</li> </ul> where indemnity is provided under this part of the <b>policy</b> .
<b>Damage</b>	Accidental <ul style="list-style-type: none"> <li>a) loss of or damage to material property</li> <li>b) obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement.</li> </ul>
<b>Financial loss</b>	A pecuniary loss, cost or expense incurred by any person or <b>business other than by you or an employee</b> .
<b>Injury</b>	For this part of the <b>policy</b> only, <b>injury</b> also includes accidental injury, invasion of the right of privacy, wrongful arrest, false imprisonment and false eviction <i>other than of employees</i> .
<b>Liability</b>	<b>Your</b> legal obligation to pay damages including <b>costs and expenses</b> to third parties for damage and/or <b>injury</b> .
<b>Limit of indemnity</b>	The limit of indemnity specified in the <b>schedule</b> which is the maximum <b>we</b> will pay <ul style="list-style-type: none"> <li>- <b>public liability</b> for any one <b>claim</b></li> <li>- <b>product liability</b> the total of all <b>claims</b> made in any one <b>period of insurance</b></li> <li>- <b>pollution</b> where not specifically excluded by General Exclusion 3, the total of all <b>claims</b> made in any one <b>period of insurance</b>.</li> </ul>
<b>Mobile unit</b>	Any <b>vehicle</b> and/or <b>trailer</b> used as a <ul style="list-style-type: none"> <li>a) canteen or for catering, food, beverage and drink preparation or dispensing, ice cream sales and/or any similar purpose declared to <b>us</b></li> <li>b) workshop, surgery, hospitality or exhibition unit.</li> </ul>
<b>Products</b>	Goods and structures, including their containers, packaging and instructions for use which are sold, supplied, hired out, constructed, erected, installed, treated, handled, repaired, renovated, restored, tested, serviced, processed, maintained, stored, altered, cleaned, inspected or transported by <b>you</b> or on <b>your</b> behalf and no longer in <b>your</b> or their custody or control <i>other than those in any way relating to motor vehicles such as parts, spares and accessories</i> .
<b>Subcontractor</b>	A person or business which has a contract, as an independent contractor and not as an <b>employee</b> , with <b>your business</b> to provide some portion of the work or services which <b>you</b> have agreed to perform.
<b>Territorial limits</b>	The <b>United Kingdom</b> and, if the <b>business</b> is based in and operates from Northern Ireland, the Republic of Ireland.

## Specific exclusions

*The following exclusions apply only to this part of the policy whereas the General exclusions apply to all parts and sections*

*This part of the policy does not cover liability arising from*

### 1 Motor vehicles

any motor vehicle, attached trailer or mobile plant

- i) where compulsory insurance or other security is required by any Road Traffic Act legislation
- ii) licensed for road use
- iii) where indemnity is provided by any other insurance or part or section of this policy
- iv) outside the **territorial limits**
- v) being used on a highway, road or area to which the public have access and arising directly from that use.

### 2 Medical and related products

blood and related products, human organs, medical supplies, prescription drugs, medical notes, X-rays, scans and medical waste.

### 3 Repair or reinstatement

the cost of

- i) repairing, replacing, reinstating, restoring, renovating, altering or testing any **products** sold or supplied by **you** unless directly resulting from work undertaken by **you** or on **your** behalf
- ii) rectifying the original repair, restoration, renovation, testing, servicing, maintenance, alteration, cleaning or inspection giving rise to **your liability**.

### 4 Products for USA or Canada

the servicing, sale or supply of any **product** which **you** know is intended for use in the United States of America or Canada.

### 5 Wrongful advice

wrongful advice given or the omission to give advice or professional services rendered, whether or not for a fee other than standard instructions given for proper use and maintenance.

### 6 Intentional acts or omissions

any intentional act or omission.

### 7 Cleaning processes and chemicals

any cleaning process or chemicals used other than in accordance with the manufacturers' instructions and recommendations.

### 8 Aircraft and watercraft

any **product** which **you** know is or will be incorporated into any aircraft, aerial device or watercraft.

### 9 Fungus and allergens

fungus of any kind including but not limited to mildew, mould, spore(s), allergens or any substance which poses an actual or potential threat to human health.

### 10 Asbestos

other than under Section 3 – Employers liability, exposure to, inhalation of or the fear of the consequences of exposure to or the inhalation of **asbestos** including any costs incurred in the replacing, removing, repairing, cleaning, recalling, protecting and/or, whether under a statutory duty or not, the managing of any property due to the presence of **asbestos**.

### 11 Fines, penalties and damages

the imposition of fines, penalties and/or punitive, aggravated, restitutionary, exemplary or liquidated damages and/or any additional damages resulting from the multiplication of compensatory damages.

## Clauses and extensions

### 1 Cross liabilities

If more than one **insured** is mentioned in the **schedule**, **we** will treat each party as if a separate policy had been issued to each provided that the total amount payable in respect of any **claim** does not exceed the **limit of indemnity** stated in the **schedule**.

### 2 Indemnity to others

The cover provided will also apply to **your** personal representatives in respect of **liability** incurred by **you** and, if requested to any

- a) principal whether a person, business, organisation or local authority for whom **you** are carrying out a contract in respect of **liability** arising solely out of the performance of the contract but only to the extent required by the contract terms
- b) director, partner or **employee** of the **business** in respect of **liability** for which **you** would have been entitled to indemnity had the **claim** been made against **you**
- c) officer or member of **your** canteen, social, sports or welfare organisations and first aid, fire, ambulance, medical and security services
- d) owners of plant hired in by **you** but only to the extent required by the conditions of hire

provided that

- i) each person claiming indemnity
  - 1 is not entitled to indemnity under any other policy
  - 2 observes the terms, conditions and exclusions of this **policy** insofar as they can apply
- ii) **we** retain complete control of all **claims**
- iii) where **we** are required to indemnify more than one party, **our** total liability will not exceed the **limit of indemnity**.

### 3 Health and safety at work - legal defence costs

The cover provided will, at **your** request and with **our** written consent, extend to indemnify **you** and any director, partner or **employee** of the **business** against **costs and expenses** incurred in defending criminal prosecutions, including manslaughter, for a breach of the Health and Safety at Work Act 1974, the Health and Safety at Work (Northern Ireland) Order 1978, the Corporate Homicide Act 2007 or any similar or amending safety legislation enacted elsewhere in the **United Kingdom**, which was committed or alleged to have been committed in the course of the **business** during the **period of insurance**. In addition, **we** will pay prosecution costs awarded against **you** arising from such proceedings and any **costs and expenses** incurred with **our** written consent, in appealing any judgment given or in relation to an inquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975 in respect of an incident which occurred in the course of the **business** during the **period of insurance**

provided that **our** total liability does not exceed the **limit of indemnity**

*excluding*

- 1 any event occurring outside the **territorial limits**
- 2 any appeal against any fine, penalty or remedial or publicity order
- 3 costs incurred as a result of the failure to comply with any remedial or publicity order
- 4 proceedings arising as a consequence of a deliberate or intentional act or omission
- 5 proceedings arising out of any activity or risk excluded from this part of the **policy**
- 6 any payment where indemnity is provided by any other insurance
- 7 the fees of any solicitor or counsel appointed by or on behalf of anyone entitled to indemnity unless **we** have agreed that appointment
- 8 an appeal unless advice has been obtained from counsel that the appeal has a strong prospect of success.

#### 4 Consumer Protection and Food Safety Acts

The cover provided will, at **your** request and with **our** written consent, extend to any director, partner or **employee** of the **business** in respect of

- a) prosecution costs awarded against **you**
- b) **costs and expenses**

incurred in defence of and arising from criminal proceedings or an appeal against conviction from such proceedings for a breach of Part 11 of the Consumer Protection Act 1987 and/or Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990

provided that

- i) such proceedings relate to an offence committed or alleged to have been committed in the course of the **business** during the **period of insurance**
- ii) **our** total liability does not exceed the **limit of indemnity**

*excluding*

- 1 *any offence or alleged offence which occurred outside the **territorial limits***
- 2 *where indemnity is provided by any other insurance.*



## Section 1 – Public liability

*Your schedule will show if this section is in force.*

### The cover

We will indemnify **you** up to the **limit of indemnity** less the appropriate **excess** against **liability** occurring in connection with the **business** during the **period of insurance** in the **territorial limits**.

### Section exclusions

*This section excludes liability*

- 1 *for any **products** other than food or drink sold or supplied for consumption by **your** customers, visitors, directors, **business** partners or **employees** on **your business** premises but not from **your mobile unit***
- 2 *for loss of or damage to property belonging to or in **your** care, custody and control or that of any party carrying out work on **your** behalf*  
other than
  - a) *the property or vehicles of **your** directors or **business** partners, **employees** or visitors on **your business** premises*
  - b) *premises, including the contents of those premises, where **you** are temporarily carrying out any part of the **business** provided that the premises are not owned, leased, rented or hired by or to **you***
  - c) *premises including fixtures and fittings leased, rented, hired or lent to **you** provided that the tenancy or other agreement does not*
    - i) *give rise to legal liability which would not have attached in the absence of such agreement*
    - ii) *require that loss or damage must be insured under a property insurance policy arranged by **you** or on **your** behalf*
- 3 *for that part of the property on which **you** or any person acting on **your** behalf has been working and arising directly from such work*
- 4 *arising from any work*
  - a) *away from the **business** premises involving the use of electric, oxyacetylene and other welding or heat cutting equipment, hot air guns and strippers, blow lamps and blow torches, tar, bitumen and asphalt heaters, angle grinders and any other equipment or process involving the application or use of heat unless shown in the **schedule** as covered and **you** have complied with all applicable terms, conditions, limitations and exclusions*
  - b) *relating to or in connection with motor vehicles or any motor trade activity*
- 5 *arising in connection with the ownership, possession or use under **your** control or that of any **employee** of any steam driven vehicle, aircraft, aerial device, hovercraft, offshore installation, rig or platform or watercraft other than hand propelled watercraft*
- 6 *arising from the ownership, possession or use by **you** or on **your** behalf of any dog*
  - a) *which is prohibited by and/or does not meet the requirements of the Dangerous Dogs Act 1991 or The Control of Dogs (Scotland) Act 2010*
  - b) *not secured or controlled in accordance with the Guard Dog Act 1975*
- 7 *for **injury** to **you** or to any **employee** arising out of or in the course of the **business***
- 8 *for **injury** or damage arising from the manufacture, repair, servicing or testing, maintenance, alteration, restoration, cleaning or inspection of any **product***
- 9 *any action for damages brought in the courts of law of any territory outside the **territorial limits***
- 10 *any activity conducted by **you** or on **your** behalf which is regulated by the Financial Conduct Authority.*

## Extensions

### 1 Defective premises

We will indemnify **you** against **liability** for **injury** or damage under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any premises which have been disposed of by **you** *excluding the cost of rectifying any defect in the premises*.

### 2 Data Protection Act 1998

We will indemnify **you** and, at **your** request any director, **business** partner or **employee**, against the sums which **you** become legally liable to pay as **costs and expenses** under Section 13 of the Data Protection Act 1998 for the damage or distress caused in connection with the **business** during the **period of insurance** provided that the **business** is

- a) a registered user in accordance with the terms of the Act
- b) not in business as a computer bureau.

The total amount payable including all **costs and expenses** for all **claims** occurring during any one **period of insurance** is limited to £250,000.

#### *We will not pay*

- i) *for any liability*
  - a) *caused by any deliberate act or omission by you the result of which could reasonably have been expected having regard to the nature and circumstances of such act or omission*
  - b) *caused by an act of fraud or dishonesty*
  - c) *arising from the recording, processing or provision of data for reward or to determine the financial status of any person*
- ii) *any costs and expenses incurred in rectifying, rewriting or erasing data*
- iii) *claims arising out of circumstances known to you at the inception of this policy.*

### 3 Overseas personal liability

We will indemnify **you** against **liability** incurred in a personal capacity for **costs and expenses** occurring while **you** are, in connection with the **business**, temporarily outside the **United Kingdom** for a continuous period not exceeding three months.

We will also, at **your** request, indemnify **you** and any **employee** and/or accompanying **spouse** or child

#### *but excluding liability arising*

- i) *out of the ownership or occupation of any land or buildings*
- ii) *from any work, trade or profession*
- iii) *from the ownership, possession or use of wild animals, firearms, mechanically propelled vehicles, aircraft, hovercraft or watercraft*
- iv) *in the United States of America and Canada.*

## Optional extensions

*Your schedule will show which of the following optional extensions are included in this section.*

### 1 Extended territorial limits

The **territorial limits** are extended to include

#### 1 **Western Europe**

Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Gibraltar, Greece, Iceland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, San Marino, Spain, Sweden, Switzerland and The Vatican.

#### 2 **Eastern Europe**

Czech Republic, Estonia, Hungary, Latvia, Lithuania, Poland, Romania, Slovakia and Slovenia.

#### 3 **Rest of the world**

The rest of the world other than *the United States of America and Canada*.

### 2 Damage to leased or rented premises

We will indemnify **you**, up to the limit stated in the **schedule**, against **liability** for damage to the **business** premises or the landlord's fixtures and fittings caused by **you**, any **employee** or any visitor

*excluding*

- i) *the excess stated in the schedule*
- ii) *premises not leased or rented to you in connection with the business*
- iii) *damage by any cause against which insurance is required by agreement to be arranged by you or on your behalf*
- iv) *damage for which, by agreement, you are held to be liable, irrespective of negligence*
- v) *any premises outside the United Kingdom.*

### 3 Tools of trade

We will indemnify **you** up to the **limit of indemnity** stated in the **schedule**, against **liability** in respect of **injury** or damage arising out of any **vehicle** being used as a tool of trade in connection with the **business** in the **United Kingdom**

*excluding*

- i) *the excess stated in the schedule*
- ii) *any vehicle being used where the compulsory insurance requirements of any road traffic legislation apply*
- iii) *any activity related in any way to the motor trade including any vehicle constructed for and being used for breakdown and recovery services*
- iv) *any plant or equipment attached to or forming part of the vehicle which has not been inspected in line with statutory inspection requirements or which has failed such inspection.*

### 4 Application or use of heat away from the business premises

We will indemnify **you** up to the **limit of indemnity** less the **excess** shown in the **schedule** against **liability** for **injury** or damage arising from the use, whether by **you** or a **subcontractor** away from the **business** premises, of gas, electric, oxyacetylene and other welding or heat cutting equipment, hot air guns and strippers, blow lamps and blow torches, tar, bitumen, asphalt and pitch heaters, the use of angle grinders and any other equipment or process involving the application or use of heat.

*No claim will be met* unless all the conditions, requirements and precautions detailed on the next page are complied with fully.

#### **Before starting work at any site**

- i) A full examination must be made of all property in the immediate vicinity, including the area on the other side of any wall, door, partition, roof or other horizontal structure to ensure that no combustible materials are in danger of ignition either directly or indirectly by conducted heat.
- ii) Ensure that all
  - a) moveable combustible materials in the vicinity of the work and exposed to risk of fire are cleared or moved to a distance of not less than 10 metres from where the work is to be carried out
  - b) combustible materials which cannot be moved are covered and fully protected by sand, overlapping sheets or screens of non-combustible material or equivalent protection
  - c) equipment
    - 1 is in a safe, serviceable condition and that any connections and pressure settings are checked immediately before use
    - 2 is operated strictly in accordance with manufacturers' instructions
  - d) hot tools and hot tips which will not be used are placed in incombustible containers
  - e) tar, bitumen, asphalt and pitch is heated in a suitable vessel located at ground level and in the open air and, if the contents are to be used on a roof, the vessel must be placed on a non-combustible heat insulating base.
- iii) Gas cylinders not required for immediate use are, as far as is practicable, removed from the building in which the work is to take place and at least 15 metres from the point of the application of the heat.

#### **While work is in progress**

- i) A 5 kg Co2 or equivalent fire extinguisher made and serviced in accordance with European standards and suitable for the premises and the property being worked on must be within immediate reach and be used immediately any smoke, smouldering or outbreak of fire is detected.
- ii) The lighting of all equipment must be carried out strictly in accordance with the manufacturers' instructions.
- iii) No equipment must be left unattended at any time.

#### **When the work is finished**

Immediately after the completion of each period of work, then at 15 minimum intervals for the minimum of an hour, a thorough fire safety examination must be made of

- i) the property that was worked on
- ii) an area of up to a radius of 15 metres from where the work was carried out
- iii) the area on the other side of the wall, door, partition, roof or other horizontal structure in order to ensure there is no outbreak of fire or signs of the possible outbreak of fire.

### **5 Use of solvents and glues away from the business premises**

We will indemnify you up to the **limit of indemnity** less the **excess** shown in the **schedule** against **liability** for **injury** or damage arising from the use, whether by you or a **subcontractor** away from the **business** premises, of solvents or glues with a flashpoint below 23 degrees centigrade.

No **claim** will be met unless you ensure that

- i) no smoking is allowed
- ii) no appliances for the use, application or supply of heat is used
- iii) a thorough inspection of the immediate area is carried out before any work is begun
- iv) all naked flames in pilot lights and appliances are extinguished
- v) the area in which the work is taking place is adequately ventilated.

## Section 2 - Product liability

*Your schedule will show if this section is in force.*

### The cover

We will indemnify you up to the limit of indemnity less the appropriate excess against liability occurring in connection with the business during the period of insurance in the territorial limits and caused directly by any product.

### Section exclusions

*This section excludes any claim*

- 1 arising from
  - a) any **product** imported by you directly into the **United Kingdom** from any country which is not a member of the European Union or European Economic Area
  - b) the failure of any **product** to perform the function for which it was intended
  - c) any guarantee relating to the performance of a **product**
- 2 for the costs or expenses incurred in
  - a) replacing, reinstating, repairing, altering, removing or recalling any defective product and/or
  - b) rectifying the original work carried out
- 3 for property or **products** belonging to or held in trust by you or in your custody or control or that of any **employee** or member of your family or household
- 4 for **injury** to you or to **employees** arising out of and in the course of their employment in the **business**.

### Optional extension

*Your schedule will show if this optional extension is in force.*

#### 1 Extended territorial limits

The territorial limits are extended to include

##### 1 Western Europe

Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Gibraltar, Greece, Iceland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, San Marino, Spain, Sweden, Switzerland and The Vatican.

##### 2 Eastern Europe

Czech Republic, Estonia, Hungary, Latvia, Lithuania, Poland, Romania, Slovakia and Slovenia.

##### 3 Rest of the world

The rest of the world other than the United States of America and Canada.

## Section 3 - Employers liability

*Your schedule will show if this section is in force.*

### Section definition

#### Costs and expenses

- All fees, costs and expenses incurred with **our** written permission for
- a) the investigation, defence or settlement of any **claim** against **you**
  - b) **your** legal representation at any coroner's inquest, fatal accident inquiry, court of summary jurisdiction or indictment in a higher court arising out of any alleged breach of statutory duty
  - c) any claimant's legal costs for which **you** are responsible.

### The cover

**We** will indemnify **you** against **liability** to pay **costs and expenses** if, during the **period of insurance** an **employee** sustains **injury** in the **territorial limits** arising out of and in the course of employment by **your business**. **We** will, for any one **claim**, pay up to

- a) the **limit of indemnity** stated in the **schedule**  
or
- b) £5,000,000 where an **injury** is directly or indirectly caused by, results from or is in connection with any **act of terrorism** or action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**

*excluding injury arising from*

- i) *the use by **you** of a vehicle on a highway, road or area to which the public have access where such **injury** is caused by or arises out of the **employee** being carried in or on, getting into, onto or out of a vehicle where compulsory insurance or security is needed under Road Traffic Act legislation*
- ii) *any activity relating to the sponsorship or organisation of and/or participation in or practising for any motor competition, race, speed, reliability or other trial or performance test other than road safety rallies or treasure hunts*
- iii) *work on, travelling or visits to or from offshore installations or support vessels.*

In addition **we** will

#### Unsatisfied court judgments

at **your** request, pay **employees** or their personal representatives, the amount of damages and taxed costs awarded for **injury** by a court in the **United Kingdom** against a company, partnership or any person conducting a business which remains unpaid six months after the date of the award

provided that

- a) the most **we** will pay in any one **period of insurance** is £250,000
- b) the **injury** was sustained in the course of the **employee's** employment by the **business** during any **period of insurance**
- c) there is no appeal outstanding against the judgment
- d) the **employees** or their personal representatives agree to assign the judgment to **us** and to repay to **us** any part of the award subsequently recovered
- e) there is no other insurance in force to cover such payment.

## Optional extensions

*Your schedule will show which of the following optional extensions are included in this section.*

### 1 Extended territorial limits

The territorial limits are extended to include

#### 1 Western Europe

Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Gibraltar, Greece, Iceland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, San Marino, Spain, Sweden, Switzerland and The Vatican.

#### 2 Eastern Europe

Czech Republic, Estonia, Hungary, Latvia, Lithuania, Poland, Romania, Slovakia and Slovenia.

#### 3 Rest of the world

The rest of the world *other than the United States of America and Canada*.

### 2 Injuries to working partners or proprietors

We will extend the indemnity to include **injury** sustained by any working director, partner in or proprietor of the **business** whilst working in connection with the **business**

provided that

- a) the **injury** is caused by the negligence of another working director, **business** partner or **employee** whilst working in the **business**
- and
- b) there is a valid right of action in negligence against the person responsible for the **injury**.



## Part C – Driver's personal accident

*Your schedule will show if this part of the policy is in force.*

### Specific definitions

<b>Accident</b>	Any <b>injury</b> which is caused by a sudden, unexpected specific event occurring at an identifiable time and place whilst an <b>insured person</b> is driving, getting into or out of <b>your vehicle</b> in the <b>United Kingdom</b> or, if <b>you</b> are based in and operate from Northern Ireland, in the Republic of Ireland.
<b>Assault</b>	A sudden, unexpected, unusual and specific event caused by an unknown third party with deliberate intent to cause <b>bodily injury</b> at an identifiable time and place whilst an <b>insured person</b> is driving, getting into or out of <b>your vehicle</b> in the <b>United Kingdom</b> or, if <b>you</b> are based in and operate from Northern Ireland, in the Republic of Ireland.
<b>Injury</b>	A physical injury during the <b>period of insurance</b> , resulting solely from an <b>accident</b> or <b>assault</b> which, within 12 months from the date of the <b>accident</b> or <b>assault</b> , results in the <b>insured person's</b> death or disability.
<b>Insured person</b>	Any driver named in the <b>schedule</b> whilst driving, getting into or out of <b>your vehicle</b> in the <b>United Kingdom</b> or, if <b>you</b> are based in and operate from Northern Ireland, in the Republic of Ireland provided that such use is permitted in the <b>schedule</b> and <b>certificate of motor insurance</b> .
<b>Loss of Limb(s)</b>	The loss of a hand or foot by physical severance or total <b>loss of use</b> of an entire hand or foot.
<b>Loss of sight</b>	The permanent and total <b>loss of sight</b> which <b>we</b> consider as having happened <ul style="list-style-type: none"> <li>a) in both eyes, if an <b>insured person's</b> name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or</li> <li>b) in one eye if, after correction, the degree of sight an <b>insured person</b> has left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at three feet what they should be able to see at 60 feet).</li> </ul>
<b>Loss of use</b>	The total and irrecoverable loss of use where the loss is continuous for 12 months and such loss of is deemed permanent and beyond possibility of improvement.
<b>Permanent total disablement</b>	Disablement which entirely prevents an <b>insured person</b> from working in any business or occupation of any and every kind and which, after a period of 12 months from the date of disablement in the opinion of a medical referee, shows no sign of ever improving.
<b>Pre-existing condition</b>	Any recurring or chronic medical, physical or mental condition or disability from which the <b>insured person</b> is suffering or was known to be suffering, prior to the inception of this part of the <b>policy</b> .
<b>You/your</b>	The <b>policyholder</b> , the <b>insured person</b> and, where applicable, their personal legal representatives.

## The cover

We will pay up to the **sums insured** shown below if an **insured person** suffers **injury** directly as a result of **accident** or **assault** during the **period of insurance**

1	Death	£100,000
2	Loss of sight	£100,000
3	Loss of limb(s)	£100,000
4	Permanent total disablement	£100,000

provided that

- a) an **insured person**
  - i) is no more than 75 years old at the time of the **accident** or **assault**
  - ii) agrees to be placed under the care of a qualified medical practitioner throughout any period of disability
  - iii) submits, at **our** expense and whenever required by **us** to medical examinations
- b) the maximum amount payable to any one **insured person** is £100,000
- c) where more than one **insured person** suffers **injury** as a result of the same **accident** or **assault**, the maximum **we** will pay is £300,000 which will be allocated to each of the **insured persons** in equal proportions
- d) where the consequences of an **accident** or **assault** are more serious because of any physical disability or condition of an **insured person** which existed before the **accident** or **assault** happened, the amount **we** will pay will be the amount **we** consider would have been reasonable, had those consequences not been so serious.

## Specific exclusions

*This part does not cover*

- 1 ***injury arising out of the insured person***
  - i) *driving, using or getting onto or off a motorcycle, moped or quad bike*
  - ii) *loading, unloading or using the **vehicle** as a tool of trade*
- 2 ***deliberate exposure to exceptional danger*** except in an attempt to save human life
- 3 ***any insured person who we are satisfied was, at the time of the accident or assault, under the influence of or addiction to 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***
- 4 ***provoked assault or fighting*** except in bona fide self defence
- 5 ***the insured person committing or attempting to commit suicide or intentional self injury whether sane or insane***
- 6 ***the sum insured for death if the injury does not lead to death within 12 months of an accident***
- 7 ***any sickness or disease not resulting from injury***
- 8 ***any naturally-occurring condition or process or any gradual cause***
- 9 ***injury arising as a direct result of an insured person's pre-existing condition(s).***

## Part D – Goods in transit

*This part of **your policy** provides cover for **stock, tools, trailers, equipment and plant**. **Your schedule** will show if it is in force.*

### Specific definitions

*The following definitions apply to this part of the **policy** and also where shown in bold in the General conditions and General exclusions. General definitions apply to the **policy** as a whole.*

#### Alarm

An electronic vehicle alarm which provides an audible warning of interference with

- a) either the **vehicle's** perimeter or ignition and detects movement in the passenger compartment
- b) the goods compartment and/or **trailer**.

#### Conditions of contract carriage or trading

As specified in the **schedule**, those contract, carriage or trading conditions under which **you** operate and are liable other than where all or part of those conditions are specifically varied elsewhere in this part of the **policy**

- **RHA/RHA Storage Conditions**

under Road Haulage Association Ltd Conditions of Carriage and/or Storage.

- **CMR**

under the Convention on the Contract for the International Carriage of Goods by Road as enacted into English law by the Carriage of Goods by Road Act 1965.

- **UKWA**

under the United Kingdom Warehouse Keeper's Association Conditions of Contract.

- **BIFA**

under the British International Freight Association Standard Trading Conditions.

- **FTA**

under the Freight Transport Association Standard Trading Conditions.

- **FIATA**

under the International Federation of Freight Forwarders Association Standard Trading Conditions.

- **Other Conditions**

under any other conditions of contract, carriage or trading lodged with **us**.

#### Container

Any container, tanktainer, demountable body, flat or similar unit including attached ancillary equipment not owned, hired or leased by **you**.

#### Europe

**United Kingdom**, Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Gibraltar, Greece, Iceland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, San Marino, Spain, Sweden, Switzerland and The Vatican.

#### Financial loss

A pecuniary loss, cost or expense for which **you** are legally liable.

#### Goods

Property which does not belong to **you** but for which **you** are responsible in accordance with the **conditions of contract, carriage or trading** specified in the **schedule** under which the **business** operates other than property or products specifically excluded elsewhere in this **policy**.

**High risk stock**

For the purposes of this **policy**, high risk **stock** consists of

- i) alcoholic beverages and tobacco products
- ii) telecommunication, navigation, photographic, audio, video, computer and associated equipment and accessories and electrical tools
- iii) furs, clothing, accessories and other associated items
- iv) clocks, watches, jewellery, articles of gold and silver, precious metals and stones
- v) art and antiques, sculptures, curios and objet d'art, rare books, coin and stamp collections
- vi) non ferrous metals *other than aluminium*

all belonging to **you** or for which the **business** is responsible *but excluding any items more specifically insured*.

**Immobiliser**

A passively set vehicle immobiliser which isolates either a minimum of two operating circuits or systems or at least one operationally relevant vehicle control unit with coded intervention.

**In transit**

The movement of **goods, stock, high risk stock, tools** and/or **equipment** in connection with the **business**.

**Liability**

**Your** legal obligation to pay damages including **costs and expenses** to third parties for loss, damage and/or **injury**.

**Mobile unit**

Any **vehicle** and/or **trailer** used as a

- a) canteen or for catering, food, beverage and drink preparation or dispensing, ice cream sales and/or any similar purpose declared to **us**
- b) workshop, surgery, hospitality or exhibition unit.

**Money**

Coins, bank and currency notes, cheques, postal and money orders, bankers' drafts, crossed cheques and warrants including dividend warrants, premium bonds, National Savings certificates, current postage stamps, unused franking machine units, credit and debit card counterfoils and sales vouchers, luncheon vouchers, trading stamps, scratch cards and validated scratch cards, telephone cards *but not those held for re-sale*, top-up cards and vouchers, National Insurance holiday with pay stamps, cards and savings certificates, VAT purchase invoices, unused vehicle excise licences, bills of exchange, securities for money, promissory notes, bonds and travel tickets belonging to **you** and for which the **business** is legally responsible provided that **you** are not entitled to indemnity elsewhere.

**Plant and equipment**

All permanently fixed items of

- a) electrical, mechanical and/or hydraulic plant and associated equipment
- b) fixtures and fittings

in or on **your vehicle** and/or **trailer** not supplied as original equipment by the manufacturer.

**Stock**

Stock, merchandise and materials-in-trade and belonging to **you** or for which **you** are responsible whilst carried in or on **your vehicle** and/or **trailer** *other than high risk stock*.

**Subcontractor**

A person or business which has a contract, as an independent contractor and not as an **employee**, with **your business** to provide some portion of the work or services which **you** have agreed to perform.

**Sum(s) insured/  
indemnity limit**

The specific amount(s) or indemnity limit(s) shown in the **schedule**.

**Tools**

Portable tools, tool kits, test and other equipment owned by or hired to the **business** or for which **you** are responsible including **employees'** tools carried in or on **your vehicle** and/or **trailer**.

**Territorial limits**

The territorial limits shown in the **schedule**.

**Trailer**

Any trailer and its **plant** owned by **you** or for which **you** are responsible including, but not limited, to a semi-trailer, caravan, **mobile unit** or mobile equipment or goods carrying container.

**United Kingdom**

Great Britain, Northern Ireland, Jersey, Guernsey, the Isle of Man, and, if the **business** is based in and operates from Northern Ireland, the Republic of Ireland.

## The cover

We will pay up to the relevant **sums insured** shown in the **schedule** for accidental loss of or damage to **trailers** and/or **goods in transit** in or between the **territorial limits** during the **period of insurance** for any

- i) **trailer**
  - a) attached to or detached from a **vehicle** whilst in transit
  - b) parked at **your business** premises
- ii) one load or combination of loads of **goods in transit** whilst in, on, attached to, towed by or being loaded into or unloaded from any **vehicle** specified in the **schedule** or any **trailer** including temporary storage in or on the **vehicle** or **trailer**.

## How we will settle your claim

### 1 Trailers, plant and equipment, fixtures and fittings, stock, high risk stock and tools

We will insure **your liability**

#### ■ Trailers, plant and equipment, fixtures and fittings

up to the **sum(s) insured** shown in the **schedule** but no more than £1,000 for any one item of **tools** unless a higher amount is shown in the **schedule**.

#### ■ Stock, high risk stock and tools

up to the **sum(s) insured** shown in the **schedule** but no more than £1,000 for any one item of **tools** unless a higher amount is shown in the **schedule**.

### 2 Goods

We will insure **your liability**

#### ■ Carrier, bailee or freight forwarder

as a carrier, bailee or freight forwarder up to the **sum(s) insured** shown in the **schedule** *other than*

*where **your conditions of contract, carriage or trading** have been set aside by an order of the court which cannot be appealed against, indemnity will be limited to a maximum of £50,000 for **your liability** at common law.*

#### ■ Containers

at common law for loss of or damage to **containers** up to £10,000 any one **claim**

*but not*

*for any contractual liability assumed by you.*

In addition, **we** will pay legal costs and expenses incurred in defending any **claim** made against **you** provided that **we** have given **our** written consent.

*No benefit will pass to any **subcontractor**, other carrier, bailee or freight forwarder.*

### 3 Additional costs

We will pay up to a maximum of £1,000 for the additional costs necessarily and reasonably incurred by **you** in

- a) debris removal and site clearance
- b) transferring, reloading or removing the load following collision, impact or overturning
- c) re-securing the **goods in transit** following dangerous movement of the load during transit.

### 4 Underinsurance

If, at the time of the loss or damage, a **sum insured** represents less than the full value of the category of **goods** insured, the amount **we** will pay will be proportionately reduced.

## 5 Automatic reinstatement of sums insured

Whilst **we** will not automatically reduce a **sum insured** by the amount paid for a **claim** *unless we or you give written notice to the contrary*, **you** will be required to pay a reasonable additional premium to keep that **sum insured** at its original level.

## 6 Excess

The applicable **excess(es)** will be deducted from any settlement **we** make.

# Optional extensions

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

*No benefit under these optional extensions will pass to any subcontractor, other carrier, bailee or freight forwarder.*

## 1 Deterioration

**We** will, for any one **claim**, pay up to the **indemnity limit** shown in the **schedule** for **your liability** for the deterioration in **goods in transit** in frozen, chilled or insulated conditions *other than where the deterioration is caused by delay*

provided that

- i) the **plant and equipment**
  - a) in the **vehicle** and/or **trailer** is maintained and used in accordance with the manufacturer's instructions and recommendations
  - b) is capable of maintaining the **goods in transit** at the required temperature
  - c) has been correctly set and operated
- ii) temperature checks are carried out at least every 4 hours during the course of a transit
- iii) **you** keep an up to date log book containing full records of the maintenance and temperature checks carried out on the **plant and equipment**
- iv) the **goods in transit** have been properly stowed in the **vehicle** and/or **trailer** unless the deterioration was caused by fire, accident to, theft or attempted theft of the **vehicle** and/or **trailer**.

## 2 Financial loss following damage to goods

**financial loss** arising solely from

- 1 loss or damage to **goods** for which a valid **claim** has been made
- 2 delay *other than failure to meet a contractually agreed delivery time and/or date*
- 3 accidental mis-delivery

provided that **your** contract for the carriage of **goods** either excludes liability or limits liability for **financial loss** to the carriage charges for the consignment.

## 3 Signwriting and lock replacement

**We** will,

### a) Signwriting

if **your trailer** sustains damage to its signwriting or is stolen and not recovered, **we** will pay up to 10% of the value of the **trailer** shown in the **schedule** for restoration, repainting or new signwriting

provided that

- i) where there is no **claim** for loss of or damage to the **trailer** itself, **you** pay the applicable **excess**
- ii) **you** alone are responsible for the signwriting costs.

**b) Lock replacement**

pay up to £500 in any one **period of insurance** for the replacement of locks if the key, fob and/or lock transmitter of the **trailer** is lost or stolen or the locks are damaged by theft, attempted theft, vandalism or malicious damage

*but not*

- 1 *any loss, damage or theft not reported to the police*
- 2 unless **you** can establish to **our** satisfaction that
  - i) **your** identity, the identity and/or the garaging address of the **trailer** is known to any person, other than **you** or a member of **your family** who may be in possession of the key, fob and/or transmitter
  - ii) there is a definite risk of theft or appropriation of the **trailer**
- 3 *the cost of replacing the **trailer's** alarms or other security devices.*

## Specific conditions

### 1 Your duty of care

- i) **You** must take all reasonable measures to
  - a) prevent loss of or damage to **stock** and/or **goods**
  - b) ensure that loads are properly secured
  - c) ensure that **your conditions of contract, carriage or trading** are operative.
- ii) allow **us** to examine
  - a) any **vehicle** or **trailer you** operate
  - b) **your business** premises.

### 2 Unattended vehicles and trailers

Theft of or from an **unattended vehicle** or **trailer** in transit including its **plant and equipment** will be covered only if

- i) **you** have taken reasonable precautions to protect the **vehicle, trailer** and/or contents
- ii) the keys including wheel clamp keys are in **your** personal custody or in a locked receptacle in a secure area
- iii) the windows, doors and other openings are closed and securely locked and fastened
- iv) all alarms, immobilisers, steering locks, tracking and locating systems and other security devices including those required by **us** are in efficient working order and have been brought into operation
- v) **motorcycles, mopeds** and **quad bikes** are secured by U locks attached to ground anchors, securely chained together or garaged in a locked building
- vi) the **trailer** is
  - a) either secured to the **business vehicle** with an appropriate locking device
  - b) or, if detached, fitted with a heavy duty hitch lock and wheel clamp
- vii) all **tools** are in a locked tool box which is permanently secured to the **business vehicle** and/or **trailer**
- viii) **you** have removed from view any **accessories** and **in-vehicle equipment** designed to be wholly or partly removable or portable
- ix) there is evidence of forcible and violent entry or exit.

## Specific exclusions

*This part of the policy does not cover*

- 1 unless specifically agreed by **us**, any **goods in transit** for more than seven days from dispatch to delivery
- 2 *blood and related products, human organs, medical supplies, prescription drugs, medical notes, X-rays, scans and medical waste*
- 3 **money, bullion, explosives and ammunition**
- 4 **high risk stock** unless specifically shown in the **schedule** to be insured

- 5 *loss or damage caused by*
  - a) *inventory shortages or shortage in weight*
  - b) *the use of defective, inadequate or unsuitable packing materials*
  - c) *the incorrect packing or securing of a load*
  - d) *leakage, natural deterioration, evaporation, loss of weight or variations in temperature*
  - e) *vibration, denting, scratching or bruising*
  - f) *frost, corrosion, rust, wet or dry rot, shrinkage, dampness, dryness, marring, scratching, latent defect, inherent vice, vermin or insect*
  - g) *an existing or hidden defect*
  - h) *change in colour, flavour, texture or finish*
  - i) *mechanical or electrical breakdown, derangement or defect unless caused by external means*
  - j) *confiscation, expropriation, requisition, embargo, nationalisation, damage or destruction by order of any government, government agency or public authority*
  - k) *riot, strikes, civil commotion, lockouts or labour disturbances*
- 6 *loss of or damage to*
  - a) **tools** in or on the **vehicle** or **trailer** other than from a permanently fixed securely locked tool box
  - b) **goods, stock** or **trailers** whilst subject to the provisions of the Road Traffic Acts or equivalent legislation or regulation
  - c) **goods** and/or **stock** at the **business** premises
  - d) **goods** and/or **stock** relating in any way to motor vehicles or the motor trade such as parts, spares and accessories
  - e) **plant and equipment** insured elsewhere including under Part A – Motor, Section 2 – Your vehicle
- 7 *any loss arising from inadequate or inaccurate documentation*
- 8 **your liability** under Articles 21, 24, or 26 of the **CMR** Convention
- 9 *loss of or damage to household or industrial **goods** or those relating in any way to the motor trade, during removal or storage as allowed for in this part of the **policy** unless specifically shown to be covered in the **schedule***
- 10 *death, injury or loss of any living creature.*

## Specific additional security requirements and exclusions

*Your **schedule** will show which of the following specific additional security requirements and exclusions apply to this part of the **policy**.*

*This part of the **policy** does not cover theft or attempted theft of or from an **unattended vehicle** or **trailer in transit** including any **plant and equipment***

- 1 **Vehicle alarm**  
unless a fully functioning **alarm** has been fitted and has been set in its entirety
- 2 **Vehicle immobiliser**  
unless it has a fully functioning and operational **immobiliser**
- 3 **Vehicle tracking device**  
unless fitted with a fully operational vehicle tracking or locating device which has been approved by **us**
- 4 **Additional locks**  
unless the additional dead locks or steering locks approved by **us** are in use
- 5 **Overnight theft requirements**  
*between the hours of 9.00pm and 6.00am unless garaged in a locked building or secured in a locked compound*
- 6 **Overnight theft exclusion**  
*between the hours of 9.00pm and 6.00am.*



## Part E – Legal expenses

*Your schedule will show if this part of the policy is in force.*

### Specific definitions

*The following definitions apply to this part of the policy only whereas the General Definitions apply to all parts and sections.*

Any one claim and in all Appointed advisor	The maximum amount we will pay for all <b>claims</b> occurring in a single <b>period of insurance</b> . The solicitor, barrister, advocate, accountant, specialist firm or any other advisor appointed to act on <b>your</b> behalf.
ATE	After the event.
Claim	<ul style="list-style-type: none"> <li>a) For Insured Events 1 and 2 A legal action that <b>you</b> take against <b>your</b> opponent in the civil courts.</li> <li>b) For Insured Events 3 and 4 A claim or series of claims arising out of one occurrence or series of occurrences or attributable to a single original cause.</li> </ul>
Compensator	Motor Insurers' Bureau (MIB), the Criminal Injuries Compensation Authority or, where applicable, similar bodies in the <b>territorial limits</b> and any other country in which this <b>policy</b> is operative.
Conditional fee agreement	If a <b>claim</b> will be decided in a court in England and Wales, the separate enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Access to Justice Act 1999) between <b>you</b> and the <b>appointed advisor</b> relating to the payment of professional fees, the format and contents of which have been agreed by <b>us</b> before being entered into by <b>you</b> .
Predictable Costs Scheme	The scheme, which applies to road traffic accidents occurring in England and Wales where <ul style="list-style-type: none"> <li>a) <b>injury</b> damages exceed £1,000</li> <li>b) the total value of the agreed damages does not exceed £10,000</li> <li>c) the agreed damages are negotiated prior to the issue of proceedings</li> <li>d) the <b>claim</b> falls outside the jurisdiction of the <b>small claims court</b>.</li> </ul>
Reasonable prospects of success	Where the <b>insurer</b> consider that <ul style="list-style-type: none"> <li>a) In civil and criminal <b>claims</b> <b>you</b> have a greater than 50% chance of successfully pursuing or defending the <b>claim</b> and, where <b>you</b> seek damages or compensation, there is also a greater than 50% chance of any judgment that might be obtained being enforced.</li> <li>b) In criminal prosecution <b>claims</b> where <b>you</b> plead guilty, there is a greater than 50% chance of successfully mitigating <b>your</b> sentence or fine.</li> <li>c) In all <b>claims</b> involving an appeal <b>you</b> have a greater than 50% chance of being successful.</li> </ul>
Small claims court	A court in <ul style="list-style-type: none"> <li>a) England, Wales and Northern Ireland that hears a <b>claim</b> falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999 or equivalent in Northern Ireland.</li> <li>b) Scotland that hears a <b>claim</b> where the damages sought are less than £3,000 and do not involve <b>injury</b>.</li> </ul>
Standard basis	The assessment of legal costs which are proportionate to <b>your claim</b> .
Territorial limits	<ul style="list-style-type: none"> <li>a) For Insured Events 1 and 2 The <b>United Kingdom</b> and any other country in which cover is operative at the time of the Insured Event.</li> <li>b) For Insured Events 3, 4 and 5 The <b>United Kingdom</b>.</li> </ul>

## Important notice

Whilst this part of the **policy** covers **your** own legal costs to pursue claims against negligent third parties, **your** opponent's costs and expenses are not covered. In the event of **our appointed advisor** recommending action against any negligent party to **you** and **we** approving such action, the **appointed advisor** will, where possible and on **your** behalf, arrange **ATE** insurance to protect **you** against costs claimed by **your** opponents in the event of **your** being unsuccessful in **your claim** against them. If the **claim** is successful, the cost of the **ATE** insurance for actions brought in England and Wales will be recoverable but the cost may not be recoverable elsewhere in the **United Kingdom**. The **appointed advisor** will discuss **your** options with **you**.

**Warning** If during, or at the end of a trial, it is proven that **you** have been dishonest, exaggerated or fraudulently presented any part of **your claim**, this part of the **policy** will not operate and **you** will be liable for **our** costs and those of **your** opponent.

## The cover

Following an Insured Event occurring in the **territorial limits**, **we** will pay **your** legal costs and expenses, including the cost of appeals, up to the limits stated for **any one claim and in all** provided always that

- a) the **claim** always has **reasonable prospects of success**
- b) any proceedings or hearings are dealt with by a court or another body agreed by **us** and in the **territorial limits**
- c) **you** agree to use the **appointed advisor** nominated by **us**
  - a) in any **claim** falling under the jurisdiction of a **small claims court** and/or
  - b) prior to the issue of proceedings
- d) **you** enter into a **conditional fee agreement** with the **appointed advisor** if a **claim** under Insured Events 1, 2 and 4 falls outside the jurisdiction of the **small claims court** and is to be decided in a court in England and Wales
- e) the most **we** will pay is the limit stated for **any one claim and in all**

*but excluding any **claim** where*

- i) *with good reason, the **appointed advisor** refuses to continue acting on **your** behalf*
- ii) ***you** refuse to accept a reasonable offer following **our** advice to do so*
- iii) ***you** withdraw or attempt to negotiate or settle the **claim** without **our** written agreement*
- iv) *legal costs and expenses are incurred without **our** written agreement*
- v) *finer, penalties or compensation are payable by **you**.*

## Insured events

### 1 Uninsured loss recovery

We will pay up to a limit of £25,000 plus VAT for **any one claim and in all** to pursue a claim or legal action for negligence against an identifiable third party or a **compensator** where an event causes damage to the **vehicle** and/or personal property in or on the **vehicle** or attached caravan or **trailer**

*but excluding any claim*

- i) arising from or relating to
  - 1 a contract
  - 2 defending any action
- ii) any **claim** under £250 for loss of or damage to the **vehicle** unless **we** are making a recovery in which case the amount will be added to the **claim**
- iii) where **we** have refused the **claim** under Part A - Motor.

#### *Special conditions*

- a) **You** must not take any action to recover **your** uninsured losses until **you** hear from **us**.
- b) If **we** believe the accident was not **your** fault, **our appointed advisor** will contact **you** to act on **your** behalf in relation to the recovery of **your** uninsured losses and, if necessary, to make provision for a replacement vehicle.

### 2 Injury

We will pay up to a limit of £25,000 plus VAT for **any one claim and in all** to pursue a claim or legal action for negligence against an identifiable third party or a **compensator** where an event causes **you** injury whilst in, on or getting into or out of the **vehicle**

*but excluding any claim arising from or relating to*

- i) a contract
- ii) defending any action
- iii) where **we** have refused the **claim** under Part A - Motor.

### 3 Motoring prosecutions

We will pay up to a limit of £5,000 plus VAT for **any one claim and in all** to defend a motoring prosecution brought against **you**

*excluding any prosecution brought for*

- i) driving without insurance or valid licence
- ii) parking offences
- iii) an offence under Sections 4, 5, 6 and 7 of the Road Traffic Act 1998 or any subsequent or amending legislation
- iv) any wilful, deliberate, malicious or criminal act (including but not limited to **road rage**).

### 4 Contract

We will pay up to a limit of £10,000 plus VAT for **any one claim and in all** where a dispute arises out of an agreement or alleged agreement entered into by **you** in respect of a motor vehicle

*excluding any*

- i) agreement
  - a) for a loan, credit, hire purchase, self-drive hire, a policy of insurance or any other financial product
  - b) relating **your** profession, employment or a venture for gain other than **your business**
- ii) any **claim** where the amount in dispute is under £500.

## Specific conditions

*Failure to follow any of these Specific Conditions may lead us to cancel this part of the **policy**, refuse a **claim** or withdraw from an ongoing **claim**. Should this occur, we also reserve the right to recover any incurred legal costs and expenses from you.*

### 1 Making a claim

Tradex operates a 09:00 to 5:00pm (Monday – Friday) claims reporting service on 0845 373 1300. Outside of these hours you can report a **claim** via our website at [www.tradex.com](http://www.tradex.com) or email us at [claims@tradex.com](mailto:claims@tradex.com).

- i) All **claims** must be reported to us
  - a) within 14 days of **your** becoming aware of any circumstance which may give rise to a claim
  - b) during the **period of insurance**.
- ii) Under no circumstances should you instruct your own **appointed advisor** in any **claim** falling under the jurisdiction of a **small claims court** and/or prior to the issue of proceedings.
- iii) Where you opt to choose your own **appointed representative**, you must not enter into a **conditional fee agreement** until we have approved the appointment. (See 3i) – vii) – The appointed advisor below.)
- iv) You must sign and return the claim form we send you as soon as possible together with a copy of your driving licence.
- v) We will require full details of the incident including the names and addresses of all parties involved including witnesses, if any.

### 2 Your responsibilities

You must

- i) co-operate fully with the **appointed advisor** and us
- ii) keep the **appointed advisor** and us updated with progress of the **claim**
- iii) at our request, give any instructions necessary to the **appointed advisor** so that we may secure access to any information, document or advice relating to a **claim** even if privileged
- iv) not negotiate or settle the **claim** or agree to pay any legal costs and expenses incurred without our agreement
- v) give the **appointed advisor** all necessary help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in your possession
- vi) provide, obtain or execute all required documents and attend all meetings and conferences if requested to do so
- vii) immediately forward any bills you receive from the **appointed advisor** to us having first certified that the charges have been properly incurred
- viii) if we require you to do so, ask the **appointed advisor** to submit the bill of costs for taxation or certification by the appropriate Law Society or court.

### 3 The appointed advisor

- i) If we agree to start legal proceedings and the court requires any representative to be legally qualified or there is a conflict of interest, you may choose the **appointed advisor** to act in your name and on your behalf in any enquiry or legal proceedings. *Your right to choose will not apply to small claims court claims* unless there is a conflict of interest.

- ii) Where **you** choose the **appointed advisor** rather than one appointed by **us**, **you** must
  - a) pay a £500 **excess** before the **appointed advisor** begins acting on **your** behalf other than where a conflict of interest has led to the appointment
  - b) write to **us** with the advisor's name and address
  - c) obtain **our** written approval before **you** enter into a **conditional fee agreement**
  - d) ensure that the **appointed advisor** agrees to act under **our** standard terms of business, and co-operate with **us** at all times
  - e) ensure that the **appointed advisor** will enable **you** to comply with the terms, conditions and exclusions of this part of the **policy** and the **policy** as a whole
  - f) ensure that all costs and expenses charged by the **appointed advisor** are on a **standard basis** and reasonably and properly incurred.
- iii) **We** may, in exceptional circumstances, refuse to accept **your** nomination of the **appointed advisor**. If this leads to a disagreement, **we** will appoint another suitably qualified person to decide the matter.
- iv) Cover will end immediately if
  - a) with good reason, the **appointed advisor** refuses to continue acting for **you**
  - b) **you** dismiss the **appointed advisor** without good reason
  - c) **you** withdraw from the **claim** without **our** written agreement unless **we** agree to appoint another **appointed advisor**.
- v) The **appointed advisor** must enter into a **conditional fee agreement** with **you** if a **claim** under Insured Events 1, 2 and 4 will be decided by a court in England and Wales and falls outside the jurisdiction of the **small claims court**.
- vi) In the event that **we** need to issue proceedings in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, **we** reserve the right to change **our** nominated **appointed advisor** to a locally **appointed advisor** to a local one.

### 3 Counsel's opinion

**We** may require **you** to obtain and pay for an opinion from counsel regarding the merits or value of the **claim**. If the opinion supports **your claim**, **we** will pay for the opinion.

### 4 Payment

**We** will, at **your** request, settle the bills directly with the **appointed advisor**. However, the payment of some costs and expenses does not imply that all bills will be paid. **We** may, at **our** absolute discretion decide to pay **you** up to the limit stated for the relevant Insured Event. Where **we** exercise this discretion **we** will cease to be liable for any further costs and expenses that may be incurred.

## Specific exclusions

### *This part of the policy does not cover*

- 1 *Legal proceedings between any persons insured by this **policy**.*
- 2 *Disputes between **you** and **us** or **your** insurance broker.*
- 3 *Legal costs and expenses covered by another **insurance policy**.*
- 4 *The deliberate, conscious, intentional or careless disregard by **you** of the need to take all reasonable steps to avoid, prevent and/or limit a **claim**.*
- 5 *Any VAT **you** can recover from elsewhere*
- 6 *An application for a judicial review*
- 7 *Any claim or counter claim made against **you** by **your** opponent(s).*

## Part F – Road rescue

This part of the **policy** is underwritten by Inter Partner Assistance SA and administered by Auto Legal Protection Services Limited (ALPS).

*Your **schedule** will show which sections and Insured Events are in force.*

### Specific definitions

<b>ALPS</b>	Auto Legal Protection Services Limited, P.O. Box 115, Congleton, Cheshire CW12 3FL. Authorised and regulated by the Financial Conduct Authority, Register No 300906.
<b>AXA Assistance</b>	AXA Assistance (UK) Ltd, The Quadrangle, 106 - 118 Station Road, Redhill, Surrey RH1 1PR. AXA Assistance is authorised and regulated by the Financial Conduct Authority. Register No 439069.
<b>Breakdown/break(s) down</b>	Mechanical and electrical breakdown, accidental damage, vandalism, fire, theft or attempted theft, flat battery or accidental damage to tyres occurring during the <b>period of insurance</b> .
<b>Commercial vehicle</b>	Any commercial vehicle and horse box not exceeding (including any load carried) 3,500kg gross vehicle weight, 7m long, 3m high and 2.25m wide which does not require a special driving or operator's licence.
<b>Repatriation/repatriate</b>	The moving of a <b>vehicle</b> which is not roadworthy by road transporter from any country in which this <b>policy</b> is operative to <b>your home</b> or designated garage in the <b>United Kingdom</b> .
<b>Service provider</b>	The garages, breakdown/recovery contractors, repairers, car hire companies and other third party service providers whose services are arranged and/or paid for by <b>AXA Assistance</b> on <b>your</b> behalf.
<b>The insurer/Inter Partner Assistance</b>	Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group. Inter Partner Assistance SA is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium (their regulatory arm) and regulated by the <b>FSA</b> . Register no. 202664. Their registered address is The Quadrangle, 106 - 118 Station Road, Redhill, Surrey RH1 1PR.
<b>The party/your party</b>	<b>You</b> and the passengers in the <b>vehicle</b> .
<b>We/us/our</b>	<b>AXA Assistance</b> and/or <b>Inter Partner Assistance</b> .

## Specific conditions

### 1 Your responsibilities

You must

- i) as soon as **you** can, report any **claim** to **us** (for full details, see pages 53 and 55) and also to **Tradex** where there is damage to the **vehicle** covered under Part A – Motor, Section 2 – Your Vehicle (for full details, see Making a claim on page 2)
- ii) not authorise repairs, **repatriation** or make arrangements for services without **our** prior authorisation
- iii) not behave in a threatening or abusive way to **us** or any **service provider** as, if **you** do, all benefits and services under this part of the **policy** will be refused
- iv) if requested, return the completed claim form and original receipts to **us**, if possible, within 28 days of the **breakdown** or incident
- v) send **us** all relevant original receipts (not photocopies) to substantiate **your claim** as **we** may refuse to pay **your claim** if **you** are unable to produce these
- vi) within 7 days of any request from **us**, send **us** copies of any European accident statements (called a “Constat d’amiable” in France) and/or any police reports should **you** make a **claim** following a road traffic accident.

### 2 Reporting damage covered by Part A – Motor, Section 2 – Your vehicle

If **your vehicle** is damaged in a road traffic accident or by fire, break-in, theft or attempted theft or any other damage covered by Part A - Motor, Section 2 – Your vehicle, **you** must report the damage to the First Response Helpline on 0845 373 1300 or from abroad +44 207 001 9200 as soon as **you** can (see page 2 for full claim reporting details).

### 3 Service providers

**You** are responsible for the cost and guaranteeing the quality of repairs when the **vehicle** is repaired in any garage the **vehicle** is taken to.

### 4 Repayment of costs

If required by **us**, **you** must repay

- i) any costs **we** have paid which are not covered
- ii) the cost of any spare parts supplied.

### 5 Unforeseeable events

**We** cannot guarantee the provision of any benefits and services in circumstances beyond **our** reasonable control or the reasonable control of any **service provider** which prevents **us** or them from providing that benefit or service.

This does not affect **your** right to take legal action to claim compensation in relation to any service **we** provide.

## Specific exclusions

*This part of the policy does not cover*

- 1 any **vehicle** being driven and/or used other than
  - a) by the persons and in the way specified in the **schedule** and **certificate of motor insurance**
  - b) in full accordance with the terms, conditions and exclusions of Part A – Motor, Sections 1 – Liability to others and/or 2 – Your vehicle *except as specifically varied in this part of the policy*
  - c) in the **territorial limits** and any other country in which this **policy** is operative at the time of the **breakdown**
- 2 any **breakdown**
  - i) occurring during the first 24 hours of the first **period of insurance** other than Insured Event 1 where cover applies from inception
  - ii) whilst the **vehicle** is being driven and/or used outside the **United Kingdom** other than in the Republic of Ireland and then only if **your business** is based in and operates from Northern Ireland
  - iii) used as a way to avoid paying repair or maintenance costs
  - iv) caused by or resulting from
    - a) the **vehicle** running out of oil or water
    - b) frost damage
    - c) rust or corrosion
    - d) tyres which are not roadworthy
    - e) **your** failure to have the **vehicle** serviced in line with manufacturer's guidelines
    - f) the towing or transport of any vehicle, trailer or caravan which, in **our** reasonable opinion, is loaded beyond its legal limit
  - v) resulting from participation in a motor sport event taking place
    - a) off the road and/or not subject to the normal rules of the road including off road rallies
    - b) on a permanent or temporarily constructed race track (e.g. Snetterton, Oulton Park and the Nurburgring Nordschleife) or rally circuit

however **vehicles** participating in treasure hunts, touring assemblies or navigational road rallies which take place on the road and comply with the normal rules of the road are covered
  - vi) resulting from contaminated or the wrong fuel being used however **we** will arrange for **your vehicle** to be taken to a local garage for assistance but **you** will have to pay for any work which has to be carried out
- 3 missing or broken keys however if appropriate, **we** will arrange for roadside assistance and local recovery but **you** will have to pay any costs incurred including any damage to the **vehicle**
- 4 any **vehicle**
  - i) which, according to the **service provider** or which, in **our** reasonable opinion, was broken down or not roadworthy when the **policy** was effected or renewed
  - ii) carrying more persons than recommended by the manufacturer or permitted elsewhere in this **policy**
  - iii) which is unattended or a hire car provided by **us** following a breakdown of **your vehicle**
  - iv) being demonstrated or delivered by motor traders or used under trade plates
  - v) in a position where it cannot be worked upon, towed or where its wheels have been removed however **we** can arrange to rectify this but **you** will have to pay any costs incurred
  - vi) caravan or trailer weighing more than 3,500kg (3.5 tonnes)
- 5 any caravan or trailer over 8 metres long and 2.3 metres wide



- 6 the cost of
  - i) ferry crossings, road toll and congestion charges
  - ii) parts, fuel, specialist equipment and other supplies
  - iii) any **vehicle** storage charges levied
  - iv) labour at any garage to which the **vehicle** is taken other than as provided for elsewhere in this part of the **policy**
  - v) rectifying failed or partially effected repairs
  - vi) replacing tyres, windows and keys
  - vii) any transportation, accommodation or care of any animal
  - viii) any item, benefit or service
    - a) not arising directly from the **breakdown** you are claiming for
    - b) in excess of the limits set out elsewhere in this part of the **policy**
    - c) not authorised by us
  - ix) a second call out if **we** consider that the fault which caused the first **breakdown** had not been properly repaired
- 7 losses of any and every kind and any costs incurred caused by delays or the provision of benefits and/or services, whether or not provided by **us** or a **service provider**, for example loss of earnings, the cost of food and drink and any costs not agreed by **us**
- 8 any **claim**
  - i) caused directly or indirectly by the effect of intoxicating liquors or drugs
  - ii) which **you** have made successfully under Part A – Motor, Section 2 – Your vehicle of this **policy** or any other policy of insurance however, where the value of **your claim** is more than the amount **you** can get from the other insurance, **we** may agree to pay the difference subject to the limits, terms, conditions and exclusions of this part of the **policy**
- 9 any personal effects, valuables or luggage left in or on **your vehicle**, trailer, boat, caravan or any other item being towed by or used in conjunction with the **vehicle**
- 10 any animal or livestock in the **vehicle** or trailer at the time of the **breakdown** and during onward transportation, if **we** agreed to provide it.

## The cover

We will, following **breakdown** and subject to the number of call outs per **vehicle** permitted in any one **period of insurance**, pay up to the limits specified under each Insured Event shown as operative in the **schedule**.

Period of insurance	Number of permitted call outs
12 months	6
6 months	3
Under 6 months	2

We will also provide cover for

### 1 Towing

the recovery of any caravan, horsebox or trailer attached to the **vehicle** at the time of the **breakdown** to be recovered to the same destination as the **vehicle**

### 2 Message relay

the relay of up to two telephone messages to family members, friends and/or business associates to advise of unforeseen travel delays following **your** reporting of a **breakdown**

### 3 Keys locked in the vehicle

a **service provider** to attempt retrieval of **your** keys inadvertently locked in **your vehicle**

*but not*

*the cost of repairing any resultant damage*

### 4 Spare parts dispatch

up to £500 for

i) freight, handling and ancillary charges

ii) the fare for one person to collect the parts from an appropriate railway station or airport where mechanical or electrical parts are unavailable locally without which the **vehicle** cannot be returned to a roadworthy condition

*but not*

*for the cost of parts themselves which must be paid for by **you**.*

### 5 Motorcycles

the hire of a car or alternative transport, whichever is the most suitable, if **your** motorcycle **breaks down**

*but we will not*

*arrange or pay for the hire of a motorcycle or of a vehicle or trailer which would enable **you** to tow **your** motorcycle.*

### 6 Caravans and trailers

a caravan, trailer, horsebox or other object being towed is covered

provided that

a) its overall dimensions are no more than 8m long including tow bar, 3m high and 2.3m wide

b) a spare wheel is being carried

c) the towing weight limits have not been exceeded

d) **you** obey any applicable laws in the **United Kingdom** and/or **territorial limits**.

*however we are unable to arrange a replacement if the **repairs** cannot be completed by the end of **your** trip.*

If Section 2 - European Road Rescue is operative, it may become necessary to arrange for a towing vehicle to **repatriate** the caravan, trailer or other object if it cannot be repaired abroad by **your** return date.

## Section 1 – United Kingdom

### If you break down in the United Kingdom

If you break down in the United Kingdom telephone  
Tradex and Westminster Road Rescue on 0800 132 450  
(See page 55 for how to deal with a breakdown in Europe)

- 1 Advise the operator that **you** are a **Tradex policyholder**.
- 2 Quote **your vehicle** registration number and provide a description, if required.
- 3 Give the **vehicle's** location and the nature of the fault.

**We** will advise **you** how to proceed and what form of assistance would be the most appropriate.

It is essential that **you** call the helpline before making any arrangements as any costs incurred without prior authorisation will not be reimbursed.

If **we** arrange a hire car, the provision of spare parts or services which are not covered or which exceed the limits set out in the Insured Events, the operator will ask **you** to provide **your** credit or debit card details. Without these details, **we** will not be able to provide certain of the services **you** may require.

**Important:** If there is damage to **your vehicle** for which **you** have cover under Part A – Motor, Section 2 – Your vehicle, **you** must report it to the First Response Helpline on 0845 373 1300 or from abroad +44 207 001 9200 as well (see page 2 for full claim reporting details).

## Insured events

*Insured Event 1 – Roadside Assistance applies to all policies and your schedule will show whether Insured Event 2 is in force.*

### 1 Roadside assistance

**We** will send a **service provider** to try to repair **your vehicle** if **you** are stranded on a highway or other road or area to which the public has the right of access, following a **breakdown** in the **United Kingdom** or if **your vehicle** is being driven and/or used in the Republic of Ireland solely in connection with your Northern Ireland based **business**

*but not if*

- i) *the **breakdown** occurs within a ¼ mile of **your home, business** address or the address at which **you** normally keep the **vehicle***
- ii) *the **vehicle** is in the Republic of Ireland for any other purpose.*

If the **vehicle** cannot be repaired at the roadside or the **service provider** considers that repairs are unwise or cannot be completed within an hour, the **vehicle** and **your party** will be taken to a destination of **your** choice within a radius of 10 miles of the **breakdown** or, if **you** have no preferred destination, to a nearby garage. If **you** wish the **vehicle** to be taken to any destination outside the 10 mile radius, **you** will have to pay the additional towing costs incurred.

In addition, if the **vehicle** has to be left at the garage to which it has been towed, **we** will reimburse the cost of taxi fares for up to 20 miles from the garage provided that **you** submit the original receipt when **you** make the **claim**.

## 2 Homestart and national recovery

If shown in the **schedule**, we will provide the benefits stated below in addition to the cover provided by Insured Event 1, Roadside Assistance

provided that

- a) the benefits are arranged at the time of the **breakdown**
- b) **you** pay for any extra or additional transport or hotel costs incurred.

### A Homestart

- 1 We will send a **service provider** to try to repair **your vehicle** if **your vehicle breaks down** within a ¼ mile of **your home, business** address or the address at which **you** normally keep the **vehicle**.
- 2 If **we** decide that **your vehicle** cannot be repaired locally, **we** will pay for standard class rail or other transport of **our** choice for up to £150 a person and a maximum of £500 whichever is less for **your party** to reach the end of their journey.

### B Vehicle recovery

**Your party** and the **vehicle** will be taken either to **your home** or to a different single address if

- 1 **your vehicle** cannot be repaired locally in a day
- 2 **you** cannot complete **your** trip because **you** are ill and no other member of **the party** can drive the **vehicle**

provided that if

- a) due to the number of people in **your party**, more than one vehicle is required, passengers under the age of 16 must be accompanied by an adult
- b) **you** are ill, **you** provide **us** with a doctor's medical certificate confirming **your** inability to drive.

### C Onward transportation

Once **we** have decided that **your vehicle** cannot be repaired locally, **you** are entitled to reimbursement of up to £150 a person and a maximum of £1,000 whichever is less, for either

*Alternative transport* – standard class rail or other transport of **our** choice for **your party** to reach the end of their journey

or

*Hotel accommodation* – one night's bed and breakfast for **your party** in a hotel of **our** choice

### D Special medical assistance

**We** will arrange and pay for one night's bed and breakfast for **your party** in a hotel of **our** choice if **you** or one of **your party** is taken into hospital more than 20 miles from **home**.

## Section 2 – European Road Rescue

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

### If you break down abroad

If **you break down** or if the only qualified driver is medically unfit to drive, please follow these simple steps

- **You *must*** use the roadside emergency telephones if **you break down** on a continental motorway or service area.
- In all other instances or as soon as **you** are able, **you** must telephone  
**Tradex and Westminster Road Rescue on +44 (0)1737 815 150**
  - 1 Advise the operator that **you** are a **Tradex policyholder**.
  - 2 Quote **your vehicle** registration number and provide a description, if required.
  - 3 Give the **vehicle's** location and the nature of the fault.
- **You *must*** call the helpline before making any arrangements as any costs incurred without **our** prior authorisation will not be reimbursed. **We** will advise **you** how to proceed and what form of assistance would be the most appropriate. In some instances, **we** will also, at **our** sole discretion, decide which course of action to adopt but **we** will take **your** preferences into account.
- If **we** arrange a hire car, the provision of spare parts or any other services which are not covered or which exceed the limits set out in the Insured Events, **you** will be asked to provide **your** credit or debit card details to **us**. Without these details, **we** will not be able to provide certain of the services **you** may require.

### Insured event

**We** will pay up to £2,500 for any one **breakdown** subject to the limits for the benefits and services outlined below.

#### A Pre departure services in the United Kingdom

If, **your vehicle breaks down** en route to **your** point of departure from or return to the **United Kingdom**, **we** will provide cover for any Insured Event shown as operative in **your schedule** under Section 1 - United Kingdom.

In addition, if **we** confirm that **your vehicle** cannot be repaired within 24 hours, **we** will pay a contribution of up to £500, towards the cost of a self-drive hire car including collision damage waiver and, if required, a replacement **green card** so that **you** can complete the planned journey.

#### B Services whilst travelling abroad

**We** will pay for

- 1 attendance of a **service provider** to try to repair the **vehicle** at the roadside or tow it from the place of **breakdown** to the nearest local repairer
- 2 either
  - a) a contribution of an equivalent value of £100 towards labour charges if the garage can repair the **vehicle** on the same day or
  - b) inspection fees to confirm that the **vehicle** cannot be repaired by **your** return travel date
- 3 storage charges for the **vehicle** whilst awaiting repair or **repatriation**
- 4 the cost of wheel changes *but not replacement tyres*

*excluding*

- i) *any labour costs* other than those incurred at
  - the roadside
  - a garage as allowed for under 2a) above
- ii) *any labour and repair costs if the **vehicle** was in a road traffic accident, damaged by fire, stolen or is a **total loss***
- iii) *the cost of any repairs not directly necessary to enable the **vehicle** to continue the journey on the same day.*

In addition and provided that

- a) **we** confirm that the **vehicle** cannot be repaired within 12 hours of the **breakdown** being notified
- b) **we** confirm that **repatriation** and/or collection is necessary
- c) the **vehicle** has been stolen and not recovered within 24 hours of **your** reporting the matter to the police

**we** will pay

**1 Additional accommodation expenses, journey continuation or return home**

£1,000 per **breakdown** for any

- 1 necessary additional room only accommodation expenses **you** incur whilst **you** wait for **your vehicle** to be repaired or **repatriated** or
- 2 travel expenses **you** incur to enable **you** and **your party** to either continue the planned journey or to return **home** by a direct route including, but not restricted to, self-drive car hire including collision damage waiver and, if required, replacement Green Card, second or standard class rail travel or a combination of both.

**2 Repatriation or vehicle collection**

- 1 the cost of **repatriation** or
- 2 up to £750 for one person to collect **your vehicle** if it was left abroad to be repaired, made up of
  - standard or second class rail fares and other public transport fares necessary to reach the place of collection
  - any additional homeward cross channel ferry or rail fares incurred to enable **you** or the person nominated by **you** to bring the **vehicle** back to the **United Kingdom** provided that the cost of any additional fares is calculated by deducting the value of the unused homeward portion of **your** original ticket from the cost of the new ticket
  - up to £30 per night for single room only hotel accommodation to enable the journey to be completed

*excluding*

- i) *any other costs and expenses incurred*
- ii) *self-drive hire car costs incurred*
  - *beyond any period agreed by us*
  - *if the vehicle is left at a different location from that agreed*
  - *for the vehicle to be collected*
  - *if a vehicle hired abroad is dropped off in the **United Kingdom***
  - *for insurance cover*
- iii) *the cost of **repatriation** of **your vehicle** if that cost exceeds its **total loss** value*
- iv) *any costs incurred after **we** or **Tradex** have declared the vehicle a total loss*
- v) *any **claim** where Customs in any country find that the contents of **your vehicle**, caravan or trailer are illegal.*

### 3 Replacement driver

the cost of providing a replacement driver to take **your vehicle** and **your party** to **your** destination or **home** if **you** are the only qualified driver in **the party** and declared to be medically unfit to drive by a registered doctor

*excluding*

more than one **claim** per journey abroad.

## Important notes

### *Breakdowns on continental motorways (including service areas)*

When **you** use the roadside emergency telephones, **you** will be connected to the police or an authorised motorway service who will send a **breakdown** recovery **vehicle**. However, recovery will only be to the recovery company's own depot. If they cannot repair **your vehicle**, please telephone Tradex and Westminster Road Rescue on +44 (0)1737 815 150 as soon as **you** can and, if possible, from the recovery company's depot.

Whilst **you** may have to pay labour and towing charges on the spot (an authorised tariff is normally applicable), the costs are covered and **you** should obtain a receipt to claim a refund when **you** return **home**.

### *Mobile phones*

**We** will not reimburse the cost of any telephone calls (including mobile phone calls) **you** have to make. It may not be possible for **our** control centre to call a mobile phone but when it is, **you** may still have to pay the cost of any international call. **You** should also be aware that some service providers charge for calls to freephone numbers.

The regulations on the use of mobile phones varies from country to country. Please check with **your** mobile phone service provider that **your** phone meets the requirements and standards for the countries in which **you** are travelling.

### *Repatriation*

Repatriation usually takes 10 – 14 working days for delivery to a **United Kingdom** address from most west European countries but, at busy times and from east European countries, it may take longer.

Any fitted roof box, bicycle, luggage or ski rack must be removed and placed inside the **vehicle** and any keys left with **your vehicle** keys.

# General conditions

*The following conditions apply to this **policy** as a whole except where specifically varied in any part or section. In addition some parts and sections have their own specific conditions which should be read carefully as they will affect the cover provided.*

## 1 Claims notification and management

**You** must

- 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) within 24 hours of discovery, tell the police about all incidents of **injury**, loss, theft, attempted theft, vandalism, malicious acts, assault or **road rage** and obtain a crime reference number
- iii) not admit to, negotiate any payment or refuse any claim without **our** written consent
- iv) notify **us** in writing immediately **you** or **your** personal legal representative becomes aware of any impending prosecution, inquest or fatal inquiry involving anyone covered by this **policy**
- v) immediately send **us** unanswered every writ, summons, legal process or other communication **you** receive about a **claim**
- vi) at **your** own expense, provide all details and evidence **we** may require.

## 2 Late reporting of claims

In the event that **you** report an incident more than 14 days after discovery **we** may, for **claims** **we** receive for compensation from a third party

- i) cancel **your policy** by invoking General Condition 12 – Cancellation (see page 61)
- ii) for **vehicle claims**, hold any refund of premium against payments **we** are obliged to make because of **our** Road Traffic Acts liabilities
- iii) request payment of the late notification **excess** shown in the **schedule**
- iv) recover any other amounts **we** become liable to pay due to late notification.

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 Misleading or fraudulent claims, statements and information

**We** have the right to refuse to pay or reduce the amount **we** pay for a **claim**, avoid this **policy** and retain any premium paid if any

- i) **claim** or statement made by **you** or anyone acting on **your** behalf is in any way misrepresented, fraudulent, deliberately false, intentionally inflated or exaggerated
- ii) documents given to **us** are false, forged or stolen
- iii) information given to **us** is inaccurate or falsified
- iv) **material facts** have been withheld or misrepresented.

**We** may, in addition

- a) cancel all other policies **you** have with **us**
- b) retain any premiums **you** have paid
- c) seek to recover from **you** any costs **we** have incurred.



## 5 Your duty of care

You must

- i) take all reasonable steps to
  - a) prevent loss, damage, malicious damage, vandalism, accident and injury
  - b) maintain **vehicles** and **trailers** 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**, **trailers** and other insured property
  - d) observe and comply with all statutory and/or public authority legislation, regulation, requirements and obligations
- ii) not leave the keys, fobs and transmitters in or on any **unattended vehicle** or **trailer**
- iii) maintain all plant, tools and equipment in good condition and in accordance with manufacturers' instructions.

## 6 Cessation of cover

All cover under this **policy** will end immediately if

- i) **your** interest in the **business** ceases, other than by will or operation of law
- ii) the **business** is wound up, put into administration, a liquidator or receiver is appointed or trading is permanently discontinued
- iii) **you** are declared bankrupt or have entered into an Individual Voluntary Arrangement (IVA).

## 7 Condition of vehicles and trailers

If the condition of a **vehicle** or **trailer** causes or contributes to an accident, 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 the condition of the **vehicle**.

## 8 Changes in risk

You must notify **us** in writing as soon as possible of

- i) any change in the information given to **us** which may affect this insurance and/or
- ii) **your** inability to comply with any of the terms and conditions of this **policy**.

Failure to do so may invalidate this **policy** or may result in cover not operating fully.

**We** reserve the right to alter the terms, charge an additional premium or cancel this **policy** should **we** become aware of any fact or non-compliance which may affect the cover provided.

## 9 Your duties and obligations

All the conditions, requirements and precautions which are listed below and applicable to **your business** must be complied with fully.

### A – Procedures and records

You must have available for inspection by **us**

- i) all written procedures **you** are required to follow
- ii) full records of all inspections, cleaning, servicing and maintenance carried out.

### B – CCTV and telematics

Where **your schedule** shows that **you** are required to have cameras, digital CCTV recording systems and/or telematics fitted in or to any of **your vehicles** **you** must

- i) ensure that these are fully operational and activated at all times
- ii) keep all maintenance contracts and/or service subscriptions in force.
- iii) on request, provide **us** with all available records, footage and memory cards relating to any incident which may give rise to a **claim**.

### C – Shared premises and changes in occupation

Where the **business** premises are shared, **you** must notify **us** in writing immediately any changes are made to the

- i) occupancy of any part of the **business** premises
- ii) the types of business and the processes being carried out.

## D – Storage of gas cylinders

If the work **you** undertake involves the use of gas cylinders at the **trade premises**, *no claim will be met* unless all gas cylinders are securely stored

- i) when not in use, in a locked, dry and well ventilated designated area
  - a) preferably outside but, if inside, in a building not used for any other purpose
  - b) free from sources of ignition
  - c) not vulnerable to impact risks
  - d) with closed valves and, where provided, dust caps in place
- ii) in a vertical position unless specifically designed to be used otherwise
- iii) if empty, separately from full cylinders
- iv) if unstable, firmly secured to prevent toppling
- v) and properly marked to show their contents and hazards.

In addition, **you** must ensure that the cylinders are

- 1 properly marked to show what they contain and the hazards associated with their contents
- 2 inspected for signs of obvious damage before each use
- 3 examined and tested at specified intervals by the appropriate inspection body, in accordance with relevant regulations and permanently marked by that inspection body to show the date of the last periodic examination.

## E – Mobile units

### 1 Gas cylinders, appliances and pipes

**You** must ensure that

- i) **you** carry out a full safety check as detailed in a written procedure to ensure that all
  - a) gas cylinders are secure
  - b) cooking apparatus is completely shut down
  - c) the valves on empty cylinders are closed
 prior to **your** moving or attempting to move the **mobile unit**
- ii) all appliances and associated pipes are inspected weekly for signs of damage and any damage found is repaired immediately.

### 2 Fire extinguishers and fire blankets

The **mobile unit** must be fitted with at least one accessible

- i) multi-purpose dry powder fire extinguisher of at least 2kg capacity which must be kept and maintained in line with the manufacturer's recommendations
- ii) adequately sized fire blanket if any cooking or heating of food or beverages is carried out.

### 3 Cleaning

**You** must ensure that all extraction equipment, canopies, ducts, grease traps, filters and whether for cooking or deep fat frying in the **mobile unit** are

- i) washed or wiped down daily
- ii) thoroughly cleaned fortnightly or, if recommended by the manufacturers, at shorter intervals
- iii) professionally cleaned annually, including all the safety devices, fans and motors, by an independent qualified contractor, the installer or the manufacturer.

#### 4 Deep fat frying

Where any deep fat frying is done in the **mobile unit**, **you** must ensure that

- i) all equipment is securely fixed and free from contact with combustible materials
- ii) the extraction of heat, fumes and combustibles is via an integral duct or an overhead canopy and duct system directly vented to the outside
- iii) if the range is gas fired, a flame device is fitted and in full working order
- iv) there is a fitted thermostat which prevents the temperature of the oil or fat going above 205°C or the supplier's recommended temperature if lower
- v) a non-self setting high temperature control is fitted to shut off the heat source if the temperature of the oil or fat goes above 230°C
- vi) all ducts are constructed from and supported by galvanized or stainless steel.

#### 5 Supervision

No cooking or deep fat frying equipment must be left unsupervised or unattended whilst being used.

### 10 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 Data protection – information uses on page 69.)

### 11 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 plus reasonable administration charges *unless a **claim** has been made or an incident which may give rise to a **claim** has occurred in which case the full annual premium remains payable and no refund will be allowed.* No refund will be given until **you** have returned the **policy** documents, **certificate(s)** of motor insurance or cover note(s) and any employers liability certificate(s) to **us**.

### 12 Cancellation

This **policy** or any section of the **policy** may be cancelled by **you** or **us** however

- a) no refund of premium will be allowed
  - i) until **you** have returned the current **certificate(s)** of motor insurance, cover note and employers liability certificate to **us**
  - ii) if a **claim** has been made or there has been an incident which may give rise to a **claim**
- b) if **you** pay **your** premium in instalments, **we** may exercise **our** right to collect the balance of the outstanding premium.

#### Cancellation by you

**You** may cancel by giving **us** written instructions in which case **we** may, as set out below, refund a portion of the premium depending on the period for which the **policy** was effected

- i) 12 month's cover

Months covered	1	2	3	4	5	6	6+
% annual premium used	25%	37.5%	50%	62.5%	75%	87.5%	100%
% refund payable	75%	62.5%	50%	37.5%	25%	12.5%	Nil

## ii) 6 month's cover

Months covered	1	2	3	4	5	6	6+
% annual premium used	25%	37.5%	50%	62.5%	75%	87.5%	100%
% refund payable	75%	62.5%	50%	37.5%	25%	12.5%	Nil

## iii) Any other fixed period of insurance

No refund of premium.

**Cancellation by us**

We may cancel

- a) by sending you 7 days notice by recorded delivery letter to your last known address
- b) if you pay your premium in instalments and fail to make a payment when it is due.

In the event of cancellation by us, you may be entitled to a pro-rata refund of premium.

**Important note**

Under Section 147 of the Road Traffic Act 1988 (as amended) you are required to return all current cover notes and/or certificates of motor insurance.

In accordance with The Motor Vehicle Order 2010 (Electronic Communication of Certificates of Insurance), you may cancel the policy by sending us a formal electronic notice to confirm the date and time your cover ceased. Alternatively you may print a copy of your certificate of motor insurance on which you confirm the date and time that cover ceased and post a signed copy to us. If the certificate of motor insurance has been lost or destroyed, you must provide an electronic or statutory declaration to that effect (for details see [www.tradex.com](http://www.tradex.com)).

Where we cancel the policy and you have not, within seven days of receiving our letter, returned these documents in one of the ways outlined above, you will have committed an offence under the Road Traffic Act 1988 (as amended). The appropriate authorities will be notified and proceedings may be commenced against you, the costs of which you may be liable to pay.

Email: [polycancellation@tradex.com](mailto:polycancellation@tradex.com)

Post: Policy Cancellations, Underwriting Department, Tradex Insurance Company Limited, Victory House, 7 Selsdon Way, London E14 9GL.

**13 Instalment premiums and total losses**

If, following a claim we have agreed to pay, a vehicle is a total loss and you have not paid all your instalments, the premium you owe will be deducted from any payment we make.

**14 Monthly premiums**

Where you pay monthly premiums you will be provided with one month's cover for each monthly premium paid during the period of insurance. You must pay each premium when it is due otherwise we will cancel this policy from that date. In the event of such cancellation, you must immediately surrender any current cover notes, the certificate(s) of motor insurance and any employers liability certificate(s) to us.

**15 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.

## 16 Policy charges

A policy charge of up to £25 plus IPT per document may be levied if **you** make any alterations to this **policy** or request a duplicate **certificate of motor insurance** or employers liability certificate during the **period of insurance**.

## 17 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.

## 18 Motor Insurance Database disclosure

If **your vehicle's** registration number is not shown correctly on your **policy** documents or you cannot find **your vehicle** on the Motor Insurance Database (MID), **you** must contact **us** immediately to ensure that penalties will not be imposed.

## 19 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 or any subsequent or amending legislation 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.

## 20 Applicable law

**You** and **we** are free to choose the law applicable to this contract but, in the absence of any written agreement to the contrary, any dispute concerning the interpretation of this contract will be governed and construed in accordance with English law and will be resolved within the non-exclusive jurisdiction of the courts of England and Wales.

## 21 Acts of Parliament

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

## 22 Jurisdiction

This **policy** is governed by the laws of the **United Kingdom** except where proceedings are brought or judgement is obtained against **you** in a court outside the **United Kingdom** provided that **we** have extended this **policy** to cover the use of the **vehicle** in that foreign country.

## 23 Disagreements and disputes

### Amount of claim

Where **we** have accepted a **claim** but there is disagreement over the amount to be paid, the matter will be referred to the Financial Ombudsman Service if applicable or an arbitrator appointed in accordance with the current statutory provisions. When this happens, an award must be made before proceedings can be started against **us**. (Not applicable to Part E – Legal expenses and Part F – Road rescue.)

### Other disputes

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

### Complaints

See page 70 for the full complaints procedure.

## General exclusions

*The following exclusions apply to this **policy** as a whole except where these are varied specifically. In addition, some parts and sections have their own specific exclusions.*

*This policy does not cover*

### 1 War risks and terrorism

Any 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

- a) to meet the minimum requirements of any relevant law including current Road Traffic legislation
- b) for liability to **your employees** if Part B – Legal Liabilities, Section 3 – Employers Liability is shown in the **schedule** to be operative and under Part D - Legal Expenses.

If **we** allege that any loss, damage, cost, expense 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, 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

Any **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

Unless specifically covered elsewhere in this **policy** *loss, damage, 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 Vehicle and trailer exclusions

Any *loss, damage, liability, injury or indirect loss* except as required to meet the minimum requirements of the relevant law applicable to the driving of vehicles and/or specifically allowed for in this **policy** or more specifically insured elsewhere, *arising from*

- i) *the vehicle being driven by any person who we are satisfied was, at the time, under the influence of or addiction to 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*
- ii) *any act of*
  - a) *actual or attempted suicide*
  - b) *wilful, deliberate or criminal damage (including but not limited to road rage) committed by you or any passenger in the vehicle*
  - c) *theft or attempted theft committed by a person with access to the vehicle or trailer keys, fobs or transmitters*
- iii) *your operation of any vehicle or trailer unless you hold the appropriate licence*
- iv) *the use of the vehicle and any trailer (whether attached or not)*
  - 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*
- v) *any trailer and its load not complying with applicable legislation or regulation*
- vi) *the vehicle and/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 not properly secured load*
- vii) *the carriage of any dangerous substances 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*
- viii) *the use of any vehicle or its attachments as a tool of trade*
- ix) *the loading and unloading of the vehicle and/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*
- x) *the spraying of crops or dissemination by any means of any chemical or other substances whether or not for agricultural purposes.*

## 7 Other exclusions

- i) *Any deliberate act including theft, attempted theft or any criminal or malicious act by **you, your family**, work colleagues, tenants, licensees, occupants sharing the **business** premises, current and ex-employees, subcontractors, business partners or directors*
- ii) *Indirect loss(es) of any kind except as specifically covered elsewhere in this **policy**.*
- iii) *Any loss, damage or legal liability caused by*
  - a) ***your** failure to use all reasonable means to safeguard **your** property at all times*
  - b) *deception other than by any person using deception to gain entry to **your home***
  - c) *normal wear and tear, upkeep or making good, deterioration, moth, vermin, termites or other insects, inherent vice, latent defect or any gradually operating cause*
  - d) *mechanical, electrical or computer breakdown, fault or failure*
  - e) *pressure waves resulting from aircraft and other aerial devices travelling at sonic or supersonic speeds.*
- iv) *Any loss, damage or legal liability which occurred or which was known to **you** before the inception of this **policy**.*
- v) *Any loss, damage or legal liability for which indemnity 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) *Any inventory shortages or unexplained disappearances not discovered immediately.*
- vii) *Any liability **you** have accepted solely by virtue of an agreement which would not have attached had that agreement not existed.*
- viii) *Any VAT that can be recovered elsewhere.*



## Advice if you have an accident

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 to ensure that you do not unintentionally break the law and to assist us in settling your claim as quickly and efficiently as possible. The more information you can give us, the better able we will be to defend your position or, if you are at fault, settle the other party's claim quickly and so keep down your renewal premiums.

### 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 insurance and driving licence will be required
- advise us quickly so your claim is not prejudiced.

### AT THE SCENE MAKE A NOTE OF

- the names and addresses of the people involved including 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 sex and approximate age
  - extent of the damage
- if you have a camera or a phone with a camera, photograph the damage to vehicles and property
- the time and place of the accident
- 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
- a rough sketch of the accident including the position of your vehicle at the time of impact
- if applicable, the name and number of the police officer in attendance.

### 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.

## Essential information – please read

We strongly recommend that you keep a record of all information given to us and your broker, including telephone calls, copies of all letters, emails and the proposal form you completed. A copy of your proposal form will be available on request for 3 months from the date you signed it. Additional policy documents can be downloaded from our website [www.tradex.com](http://www.tradex.com). If you require your documentation in an alternative format such as large print, please contact us or your intermediary.

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.

### RISK MANAGEMENT CONDITIONS

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 specific and general conditions as well as the exclusions to ensure that you can comply with all our requirements. Please note that, in some instances, other more specific terms, limitations, conditions and exclusions may be imposed.

### MATERIAL FACTS AND CHANGES

It is essential that you provide all material facts and also advise us of any changes which may affect this policy after its commencement. If you are in doubt as to what constitutes a material fact, you should disclose it as failure to do so may invalidate your policy, result in it not operating fully or claims payments may be reduced. 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 accidents and convictions. Here are some examples of changes we should be told about

- 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 of address
- changes to your business activities
- if the premises are shared, any changes in occupancy, the type of business or the processes carried out
- 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
- a change in the purpose for which you use the vehicle
- a change in the person who uses the vehicle most
- details of any drivers you have not told us about before or who are excluded from driving by the schedule or the current certificate of motor insurance
- whether you or any other person allowed to drive the vehicle suffers from a physical infirmity, diabetes, epilepsy, a heart condition or any other chronic condition which requires the DVLA or DVA to be notified.
- 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, criminal convictions, charges or cautions, Individual Voluntary Arrangement (IVA), bankruptcy or insolvency against you or any person allowed to drive the vehicle
- 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.

## DATA PROTECTION – INFORMATION USES

For the purposes of the Data Protection Act 1998, Tradex Insurance Company Limited is the Data Controller for any personal data you supply. You may, with limited exceptions and on payment of an appropriate fee, access and, if necessary, have corrected the information held about you. Should you wish to have such access, please write to The Compliance Officer, Tradex Insurance Company Limited, Victory House, 7 Selsdon Way, London E14 9GL. We will, on request, supply details of the databases, registers and agencies to which we contribute or access.

The fact that this policy is operative signifies your consent to your information being used in the ways detailed below. More information about data protection can be found on the Information Commissioner's Office website on [www.ico.gov.uk](http://www.ico.gov.uk).

### Sensitive data

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

### Employers' Liability Register

FCA regulations require us to publish details of all Employers Liability policies we enter into, renew or under which a claim is made. You will be required to provide us with your Employer PAYE Reference (ERN) and, if applicable, your registered address to enable us to do so. Tradex is a member of the Employers' Liability Tracing Office and details of all policies are available on the tracing office's website at [www.elto.org.uk](http://www.elto.org.uk).

### Marketing

Tradex, its associated companies and agents may use your information to keep you informed by post, telephone, e-mail, text or other means about products and services which may be of interest to you. Your information may also be disclosed and used for these purposes after your policy has lapsed. If you do not wish your information to be used for these purposes please write to the Marketing Director, Tradex Insurance Company Limited, Victory House, 7 Selsdon Way, London E14 9GL.

### 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
- 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
- shared with and checked against various databases, credit reference agencies, fraud prevention agencies and public bodies including the police when you apply for, renew 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

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

- request information from and pass claims information to the Claims and Underwriting Exchange (CUE) managed by Insurance Database Services Limited (IDS) and the Motor Insurance Anti Fraud and Theft Register run by the Association of British Insurers (ABI)
- 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 and bankruptcy orders
- validate your claims history or that of any insured person or property involved in the policy or a claim.

### Motor Insurance Database

It is a legal requirement that details and registrations of the vehicles you own are added to the Motor Insurance Database (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 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.

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. Additionally, anyone with a valid claim following a road traffic accident, including citizens of other countries, may also obtain relevant information which is held on the MID. For more information contact us or visit the Motor Insurance Database section of the MIB website on [www.mib.org.uk](http://www.mib.org.uk).

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 6 points being added to the driver's licence. You can check that your correct registration number is shown in the MID at [www.askMID.com](http://www.askMID.com)

### COMPLAINTS

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. Please remember to quote your name as shown on your current schedule and the policy number in all correspondence and telephone calls

In the first instance, we would encourage you to notify your usual contact and ask for your complaint to be investigated. Alternatively, please write to

The Compliance Officer at Victory House, 7 Selsdon Way, London E14 9GL or telephone 020 7001 9200.

If we cannot resolve your complaint immediately, we will acknowledge it within 5 working days. It will then be investigated. Our aim is to finally resolve the complaint within 8 weeks. If the complaint cannot be resolved in this time we will inform you and give reasons for the further delay and indicate when we expect to give a final response.

**If you are unhappy with the delay, the way your complaint has been handled or if it has not been resolved to your satisfaction, you may refer it to the Financial Ombudsman Service, an independent body at**

**South Quay Plaza, 183 Marsh Wall, London E14 9SR**

**Telephone: 0845 0801800 Email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)**

**Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not and your right to take legal action is not affected.

### FINANCIAL SERVICES COMPENSATION SCHEME

Tradex is covered by the Financial Services Compensation Scheme (FSCS) which protects you in the unlikely event that the insurer 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 of the scheme can be obtained from FSCS website [www.fscs.org.uk](http://www.fscs.org.uk)

or by writing to

Financial Services Compensation Scheme, 7th Floor Lloyd's Chambers, Portoken Street, London E1 8BN.



**TRADEX** tradex.com

**Tradex Insurance Company Limited**

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