



HOMEFLEET

POLICY

CONTENTS

Introduction to your policy	1
Making a claim	2
General definitions	3
Uses and drivers	6
European and foreign use	7
Driving other vehicles	8
Section 1 – Liability to others	8
The cover	8
Extensions	9
Exclusions	9
Section 2 – Your vehicle	10
The cover	10
Making a claim	10
How we will settle your claim	10
Extension	12
Optional extensions	12
Exclusions	13
General conditions	15
General exclusions	20
If you have an accident or need to claim	22
Important information – please read	23
Supplying information and notifying changes	23
Motor Insurance Policy Database disclosure	28
Complaints	28
Financial Services Compensation Scheme	29

INTRODUCTION TO YOUR POLICY

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

This policy is a legal contract which relies on the information you supplied when you applied for this insurance. We use the information to decide what cover to provide and how much you will pay. It is therefore essential that all the information given is complete and accurate and that you have not withheld or misrepresented any information which will affect your insurance. It is also important that, throughout the life of this policy, you tell your broker, agent or us immediately if there are any changes in your circumstances or to the information already given. See General Condition 8 – Notifying changes and non-compliance and the list given on page 23 information about what should be notified to us and when. If you are not sure whether something is important or relevant, please tell your broker, agent or us anyway as failure to do so may affect a claim, the cover provided, invalidate your insurance or result in it not operating fully or a claim payment being reduced.

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

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

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

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

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



Mark Summerfield
Chief Executive Officer
Tradex Insurance Company PLC

MAKING A CLAIM

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

Motor incidents

As soon as you can, please telephone the First Response Helpline on 0333 313 3131 or from abroad +44 (0)1708 971 000

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 15). In any event, all claims must be reported to us within 48 hours of your becoming aware of any circumstance which may give rise to a claim.
- If a camera, digital CCTV recording system and/or telematics is fitted to your vehicle you must provide us with all records, footage and/or memory cards as soon as is practicable
- You must report every incident as promptly as possible even if there is no damage to your vehicle or you were not at fault.
- If the vehicle has been stolen, you must upon discovery
 - advise the police and inform us of the crime reference number
 - and if applicable, the vehicle tracing company.
- We will require full details of the incident including the names and addresses of everyone involved including your passengers and any witnesses.
- You must send us, unanswered, every writ, summons, documents relating to proceedings or other communication about the claim from any other third party as soon as you receive it.
- You must tell us in writing as soon as is practicable when you or your legal representatives become aware of any prosecution, inquest or fatal accident inquiry involving anyone covered by this policy and include any related documents.
- All claims for injury or non injury can be reported directly to insurers by solicitors or other representatives acting on behalf of people making a claim against you.
- Where we are notified of the claim by someone other than you, we will contact you. If you do not respond to us within 48 hours of our contact with you, and provide full details of the incident, we will make a decision on liability based on the information supplied by the third party or their representative. This could affect your entitlement to a no claims discount and result in the premiums you are asked to pay in the future being increased.
- Send all documentation requested to
Tradex Claims Department, McLaren House, 100 Kings Road, Brentwood, Essex CM14 4EA
Email: firstresponse@tradex.com

Windscreen

If you have cover, please telephone 0330 124 6546 at any time for both repairs and replacement

Please note

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

GENERAL DEFINITIONS

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

Accessories	For the purposes of this part of the policy , accessories include <ul style="list-style-type: none">a) any additional and supplementary equipment fitted to the vehicleb) safety equipment, child car seats and any parts kept in or on the vehiclec) the maker's tool kit.
Act of terrorism	An act or threatened act as set out in the Terrorism Act 2000 and which is <ul style="list-style-type: none">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)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.
Agreed value	The value shown against a vehicle in the schedule where Optional extension 2 – Agreed value for classic vehicles under Section 2 – Your vehicle, is operative.
Agricultural vehicle	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 and snow and animal feed and bedding.
Articulated vehicle	A goods carrying vehicle made up of a power unit and one semi trailer .
Business	Any clerical, professional and/or administrative business activity you conduct at or from your home excluding any kind of manual work or the use of any machinery other than office equipment.
Car	A private passenger vehicle with a maximum carrying capacity of 8 passengers in addition to the driver.
Certificate of motor insurance	Evidence of the existence of motor insurance as required by law including, for any vehicle registered in the Channel Islands, the windscreen insurance disc.
Claim	A claim or series of claims arising out of one event.
Commercial vehicle	A vehicle used for commercial purposes or horsebox of up to 7.5 tonnes gross vehicle weight where the driver is not required to have a special driving or operator's licence.
Computer Network	A group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data .
Computer System	Any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
Data	Information used, accessed, processed, transmitted or stored by a Computer System .
Disabled vehicle	A vehicle not capable of being moved under its own power.
DVA	The Driving and Vehicle Agency Northern Ireland.
DVLA	The Driving and Vehicle Licensing Authority. Note: For details of information held about you by the DVLA or DVA , go to www.gov.uk/government/organisations/driver-and-vehicle-licensing-agency or, if applicable, www.nidirect.gov.uk .
Endorsement	Any variation to the terms, conditions and exclusions of this policy as shown in the schedule .

Excess(es)	The amount(s) and/or any percentage shown in the schedule or more specifically in this policy which will be deducted from each claim .
Family	Your spouse, your own, adopted, foster or step children, parents and other relatives living permanently with you.
FCA	The Financial Conduct Authority. Note: Information on regulated companies can be obtained either by calling the FCA Consumer Helpline on 0800 111 6768 or by visiting their website www.fca.org.uk .
Green card	The document which provides proof that you have the minimum insurance cover required by law to drive the vehicle outside the United Kingdom .
Home	Your permanent private residence at the address(es) in the United Kingdom shown in the schedule.
Imported vehicle	A vehicle which may have been registered in but was not originally built to be sold in the United Kingdom .
Indirect loss(es)	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.
Initial period	The period shown in the schedule during which all vehicles to be insured are added to this policy until the selected common renewal date is reached.
Injury	Bodily injury, death, illness, disease and/or nervous shock.
Insurer/we/us/our	Tradex, co-insurers, and any other insurer defined more fully in any part or section of the policy.
IPT	Insurance Premium Tax.
Invalid form of transport	A powered wheelchair or mobility scooter.
In-vehicle equipment	Any in-vehicle entertainment system (including CDs, DVDs and cassettes), camera, digital CCTV recording, telematics, data transmission, telephone, communication and satellite navigation equipment whilst permanently fitted to the vehicle or specifically designed to be removable or partly removable and which cannot function independently of the vehicle .
Keys	Any key, fob, entry card or other device or keyless entry system used to access and/or start the vehicle.
Market value	The current cost of replacing your vehicle with a comparable one of similar type and condition.
MIPD	Motor Insurance Policy Database.
Minibus	A motor vehicle which is constructed or adapted to carry more than 8 but not more than 16 seated passengers in addition to the driver.
Moped	A motorcycle with a maximum design speed not exceeding 30mph, weighing not more than 250kg and with an engine of 50cc or less or a continuous power output of 4kW or less. The definition also includes motorcycles that can be moved by pedals if first used before 1 August 1977.
Motorcycle	A mechanically propelled vehicle, not being an invalid form of transport or a moped , with fewer than four wheels, the unladen weight of which does not exceed 410 kgs.
Period of insurance	The period stated in the schedule for which you have paid and we have accepted the premium.
Policy	This document, schedule, endorsements and, if applicable, the certificate(s) of motor insurance read together and any word or expression to which a specific meaning has been given has the same meaning wherever it appears.
Policyholder	The person(s) named as the policyholder in the schedule .
Quad bike	An all-terrain ride on vehicle that is steered by handlebars.

Road rage	A deliberate act by the driver or passenger of a motor vehicle which is intended to intimidate or cause harm to other people and/or damage to their vehicles or property.
Road Traffic Act(s)	The compulsory motor insurance provisions of any road traffic laws; being any acts, laws or regulations which govern the driving or use of any motor vehicle in the United Kingdom .
Schedule	The document which gives details of the policyholder , the insured persons, the period of insurance , sums insured , endorsements applicable, excess(es) and the cover in force.
SORN	The Statutory Off Road Notification to the DVLA of a vehicle registered in Great Britain or Northern Ireland.
Spouse	Your husband, wife, civil partner (as defined in the Civil Partnership Act 2004) or someone you are living with as if you are married to them.
Sum(s) insured/ indemnity limit	The amount(s) shown in the schedule which set out the policy's financial limits.
Total loss	Where the vehicle i) has been damaged beyond economic repair or ii) was stolen and not recovered.
Tradex	Tradex Insurance Company PLC. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Register number 202917. Registered Office, McLaren House, 100 Kings Road, Brentwood, Essex CM14 4EA. Registered number 2983873.
Trailer	A caravan, semi- trailer , horsebox, container or other object used for carrying goods which itself cannot be driven.
Unattended	No-one being in, on or in a position to prevent any unauthorised interference with a vehicle , trailer and/or any contents.
United Kingdom	For the purposes of this policy , the United Kingdom includes the Channel Islands and the Isle of Man.
Vehicle	Any vehicle including its accessories and in-vehicle equipment which is i) owned, registered, leased or hired under a hire purchase agreement by you ii) described in the schedule and current certificate of motor insurance iii) and where legally required, recorded on the MIPD .
We/us/our/insurer	Tradex or any other insurer more specifically defined in any operative part of this policy or shown in the schedule .
You/your /insured	The policyholder and any other person permitted in the schedule and/or certificate of motor insurance to drive or use the vehicle .

USES AND DRIVERS

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

USE EXCLUSIONS

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

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

DRIVER EXCLUSIONS

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

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

EUROPEAN AND FOREIGN USE

You are required to carry your certificate of motor insurance for all travel outside the United Kingdom.

Your policy extends to include the driving or use of the vehicle(s) outside the United Kingdom in any European Union Member country and Iceland, Norway, Switzerland and Liechtenstein.

The cover provided will be for

Section 1 – Third Party Liability

the minimum indemnity limits required to comply with the laws relating to compulsory insurance of vehicles in that country. Where a different limit has been agreed it will be shown in your schedule.

Section 2 – Your Vehicle

the same as it is within the United Kingdom and will be subject to

- i) each trip
 - a) being temporary and lasting no more than 45 days
 - b) starting and ending in the United Kingdom
- ii) the vehicle being
 - a) driven or used only for social, domestic and pleasure purposes unless stated otherwise in the schedule
 - b) registered in the United Kingdom and recorded on the MIPD
- iii) you and the driver being ordinarily resident in and your business as well as any additional occupations shown in the schedule being based the United Kingdom

we will, if necessary, issue you a green card.

No cover is provided for any other country unless it has been agreed with us prior to your journey and we have issued you a green card.

Optional extensions

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

- 1 European and foreign use for longer trips
- 2 Cars kept in any European Union Member country and Iceland, Norway, Switzerland and Liechtenstein for more than 45 days

Where you keep a vehicle outside the United Kingdom but within any European Union Member country and Iceland, Norway, Switzerland and Liechtenstein for more than 45 days in any one period of insurance, we will extend the cover provided by this part of the policy provided that

- i) the vehicle is registered in the United Kingdom
- ii) the registration number of the car is shown against this extension on the schedule
- iii) the car is taxed and, if registered with the DVLA, recorded on the MIPD
- iv) if one is required, the car has a current MOT certificate
- v) the cars are used only for social, domestic and pleasure purposes unless stated otherwise in the schedule
- vi) you advise us immediately of any changes either to the car or the country and place where it is kept
- vii) other than in the course of a journey or if stated otherwise in the schedule, the car is parked or stored in a
 - a) locked garage
 - b) public car park to which there is restricted and/or controlled access
 - c) manned, secure airport storage facility
- viii) in the event of a claim, you pay any additional excess shown against this extension in the schedule
- ix) all the terms, conditions, limitations and exclusions of this policy are complied with.

Where applicable, we will include cover for

- 1 transit by rail, air and sea (including loading and unloading) between the United Kingdom and/or the other countries listed above for 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 the United Kingdom and any other country where the policy is operative provided that damage to your vehicle is covered (See Section 2 – Your vehicle pages 10 – 14)
- 3 the reimbursement of any customs duty you may have to pay arising directly as a result of an insured claim.

DRIVING OTHER VEHICLES – OPTIONAL COVER

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

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

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

SECTION 1 – LIABILITY TO OTHERS

The cover

We will insure you for all of the amounts you may be legally liable to pay for accidental

- a) death of or injury to other people
 - b) damage to property up to the limit specified in the schedule
- caused by, or arising out of, the use (including the loading and unloading) of any vehicle (including any attached trailer that you are towing) shown on the certificate(s) of motor insurance issued under this policy, where that use is in the United Kingdom and is
- 1 on a road or other public place
 - 2 temporarily parked in the course of a journey, or
 - 3 garaged or parked at the trade premises or home.

Where the vehicle is used outside the United Kingdom, but within any other country in which you have cover under the terms of this policy, the cover will be for the applicable minimum third party indemnity limit required to comply with the relevant laws relating to the compulsory insurance of vehicles in that country, or as otherwise shown in your schedule.

1 Driving your vehicle

your driving, using or being in charge of the vehicle.

2 Other people driving or using your vehicle with your permission

- i) any other person specified in the schedule using, driving or being in charge of the vehicle with your permission

- ii) any passenger travelling in, getting into or out of the **vehicle** provided this is allowed by the current **certificate of motor insurance** and has not been excluded by **endorsement**, exclusion or condition.

3 Towing

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

excluding any trailer or disabled vehicle

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

4 Bike carriers, luggage and ski racks

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

excluding any

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

5 Excess

It is a condition of the **policy** that **you** pay or refund to **us** the **excess** due in connection with each **claim** under this section of the **policy** during the **period of insurance** either

- (a) falling within the terms of the **policy** or
- (b) resulting from compliance with any applicable statutes, regulations, judicial decisions or other payments as a result of **us** issuing the **policy**.

Section extensions

1 Legal personal representatives

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

2 Additional costs and fees

We will, at our option, pay for

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

Section exclusions

This section does not cover

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

SECTION 2 – YOUR VEHICLE

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

The cover

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

- A** Accidental damage *other than malicious damage or vandalism*
- B** Malicious damage and vandalism
- C** Fire, lightning, self-ignition and explosion
- D** Theft or attempted theft or the taking or attempted taking of a **vehicle** without lawful authority
- E** Storm, hail or flood.

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

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

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

Making a claim

Please see Making a claim on page 2 and General conditions 1, 2 and 3 on page 15 for detailed information about how to make and manage a claim.

Repairs

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

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

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

Making a theft claim

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

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

How we will settle your claim

Your vehicle

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

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

Recovery and delivery

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

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

Total loss

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

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

Hire purchase or leasing agreements

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

New vehicle replacement

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

- a) Where the **vehicle** is no longer in production and/or is not available in the **United Kingdom**, we will pay you the lower of
 - i) the invoice price you paid for the **vehicle** or
 - ii) the cost (including taxes) of the nearest equivalent model and specification currently available in the **United Kingdom** from the same manufacturer
- b) you pay the applicable **excess(es)**
- c) the first registered owner of the **vehicle** is the **policyholder**, the **policyholder's spouse** or the manufacturer or supplying dealer if the mileage at the time of purchase was less than 250 miles and the **vehicle** was not an ex demonstration model or sold as 'nearly new'
- d) the **vehicle** is owned or was purchased under a hire purchase agreement by you or your spouse but not if the **vehicle** is subject to any type of lease or contract hire agreement where ownership of the **vehicle** is not passed to you
- e) any interested finance company gives us their agreement.

Imported parts and accessories

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

Obsolete parts

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

Personal number plates

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

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

but not

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

Accessories and in-vehicle equipment

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

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

Lock and key replacement

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

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

but not

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

Child car seats

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

Extension

Your schedule will show whether this extension is in force.

Windscreen, sunroof and window damage

For windscreen repairs and replacement telephone 0330 124 6546 at any time

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

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

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

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

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

Optional extensions

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

1 Courtesy vehicle

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

- a) cannot be driven following insured damage
- or

- b) has been stolen

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

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

- i) authorise the repairs until the repairs are completed
- or

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

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

2 Agreed value for classic vehicles

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

- i) the original purchase receipt, finance agreement and/or a written valuation from a recognised valuer which is no more than 3 months old
- ii) current interior and exterior photographs of the vehicle
- iii) the mileage and any additional information or proofs we request.

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

3 SORN vehicles

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

For vehicles that are being renovated or restored, you must

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

but we will not pay for

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

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

Section exclusions

This section does not cover

- 1 Hire charges of any sort incurred by you whilst your own vehicle is being repaired or treated as a total loss regardless of who has decided that your vehicle is repaired or treated as a total loss
- 2 If you have comprehensive cover we will refuse to take over the management of your repair or total loss claim if you elect to have your own vehicle repaired or treated as a total loss by anyone except us
- 3 Loss of value following repair, wear and tear, mechanical or electrical breakdown, failures and breakages
- 4 Any indirect losses arising from your inability to use the vehicle
- 5 Damage to tyres unless caused by an accident
- 6 Damage due to liquid freezing unless you have taken reasonable precautions to prevent such damage and in accordance with the manufacturer's instructions
- 7 Any extra costs incurred due to any parts or replacements not being available from stock held in the United Kingdom
- 8 Repairs or replacements which improve the condition of the vehicle or its accessories or in-vehicle equipment unless you make a contribution towards the repair or replacement
- 9 Theft or attempted theft including from an unattended vehicle unless
 - i) you have taken reasonable precautions to protect the vehicle
 - ii) the keys are in your personal custody or have been stowed securely and not left in or on the vehicle
 - iii) the windows, doors and other openings have been closed and securely locked
 - iv) if a convertible, the roof or hood is fitted, closed and fully secured
 - v) the alarms, immobilisers, steering locks, tracking or locating systems and other security devices including those required by us are in efficient working order and have been brought into operation
 - vi) you have removed from view any accessories and in-vehicle equipment designed to be wholly or partly removable

- vii) there is evidence of forcible and violent entry or exit
 - viii) fraud or deception has taken place.
- 10 *Loss or damage arising during or as a consequence of*
- a) *earthquake occurring anywhere other than in the **United Kingdom** or a member state of the European Union*
 - b) *riot or civil commotion in Northern Ireland or in any country which is not either the **United Kingdom** or a member state of the European Union or the European Economic Area unless you can prove to our satisfaction that these were not the cause of the loss or damage*
 - c) *the operation of a tipping device and or whilst being used as a tool of trade*
- 11 *Loss or damage resulting from or as a consequence of*
- a) *the wrong fuel or any other substance being put into the **vehicle***
 - b) *frost damage to the air conditioning system*
 - c) *the **vehicle** being confiscated, impounded or destroyed by or under the order of any government, public or local authority*
 - d) *mechanical, electrical or computer breakdown or wear and tear*
- 12 *Any **vehicle** repossessed by its rightful owner including any loss or damage arising during or as a consequence of its repossession.*

GENERAL CONDITIONS

*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 particularly with regard to the cancellation of this **policy**.*

1 Claims notification and management

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

- i) within 48 hours of the occurrence or discovery advise **us**, initially by telephone and then in writing, of all incidents including assault, **road rage** or altercations which may result in a **claim** regardless of whether or not **you** are responsible
- ii) unless a different notification period is stated in the **schedule**, within 24 hours of discovery tell the police about all incidents of **injury**, theft, attempted theft, vandalism, malicious acts, assault or **road rage** and obtain a crime reference number
- iii) within 48 hours of the incident, provide **us** with all camera and telematics records, footage and/or memory cards
- iv) not admit to, negotiate any payment or refuse any **claim** without **our** written consent
- v) notify **us** in writing immediately **you** or **your** personal legal representative becomes aware of any impending prosecution, inquest or fatal accident inquiry involving anyone covered by this **policy**
- vi) immediately send **us** unanswered every writ, summons, legal process or other communication **you** receive about a **claim**
- vii) provide sufficient information to substantiate the **claim** including, if requested, the original purchase receipt and proof of the seller's identity
- viii) at **your** own expense, provide all other details, information and evidence **we** may require.

2 Late reporting of claims

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

- i) require **you** to reimburse any additional amounts **we** have had to pay
- ii) for **vehicle claims**, retain any premium refund due to **you**
- iii) request payment of the late notification **excess** shown in the **schedule**
- iv) cancel **your policy** by invoking General condition 11 – Cancellation on page 17.

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 Subrogation

In the event of a **claim**, **you** must in **your** name and at **our** request and expense, take and permit to be taken all the steps required to enforce rights and remedies against any other party whether such steps are or become necessary before or after any payment is made by **us**.

5 Fraud

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

- i) will not pay the **claim**
- ii) will seek to recover from **you** any costs **we** have incurred
- iii) may treat the **policy** as void from the time of the fraudulent act
- iv) will retain any premiums paid by **you**
- v) may tell the police.

Fraud may include

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

6 Your duty of care

You must

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

7 Condition of vehicles

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

8 Notifying changes and non-compliance

You must notify **us**

- i) any changes to
 - a) the information given to **us** which may affect this insurance within 14 days (see Supplying information and notifying changes on page 23 for examples)
 - b) the use(s) of the **vehicle(s)** immediately
- ii) **your** inability to comply with any of the terms and conditions of this **policy**.

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

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

If it becomes necessary for **us** to cancel this **policy**, **we** will do so as outlined in General condition 11 – Cancellation on page 17.

9 How we process and use your information

The information **you** supply may be used for insurance administration, management information including portfolio assessment, risk assessment, performance and management reporting, debt collection, offering renewal, research and statistical analysis by **Tradex**, its associated companies and agents, by other participating **insurers** and suppliers and **your** insurance intermediary, disclosed to regulatory bodies for monitoring and/or enforcing the **insurers'** compliance with any regulatory rules and codes of conduct, shared with other insurers either directly or via those acting for them such as loss adjusters, surveyors and investigators and shared with and checked against various databases, credit reference agencies, fraud prevention agencies and public bodies including the police. (For further detail, see the privacy notice on page 24.)

10 Cooling off period

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

11 Cancellation

This policy may be cancelled by

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

A proportionate refund of premium will be allowed unless

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

Important notes

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

compliance@tradexinsurance.com

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

If you pay your premiums by instalments and fail to pay an instalment your policy may be cancelled within 7 days of the failure to pay and we may exercise our right to collect the outstanding balance of the premium.

12 Monthly policies

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

13 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.

14 Policy charges

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

15 No claim bonus

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

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

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

Both standard and protected no claim bonuses

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

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

16 Excesses

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

17 Emergency, medical and overnight expenses

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

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

18 CCTV and telematics

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

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

19 Motor Insurance Policy Database disclosure

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

It is equally important that **vehicle** registration numbers are removed from the **MIPD** when a **vehicle** is sold. Leaving a sold **vehicle** on **MIPD** may leave **you** liable to penalties including points being added to **your** driving licence, and could also mean a third party claimant might still be able to make a **claim** against **your policy**.

20 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.

21 Contracts (Rights of Third Parties) Act

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

22 Governing law

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

23 Jurisdiction

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

24 Acts of Parliament

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

25 Disagreements and disputes

Amount of claim

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

Other disputes

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

Complaints

See page 28 for the full complaints procedure.

GENERAL EXCLUSIONS

This policy does not cover

1 War risks and terrorism

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

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

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

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

2 Radioactive contamination

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

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

3 Pollution

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

4 Cyber loss

Any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by

- i. the use or operation of any **Computer System** or **Computer Network**
- ii. the reduction in or loss of ability to use or operate any **Computer System, Computer Network** or **Data**
- iii. access to, processing, transmission, storage or use of any **Data**
- iv. inability to access, process, transmit, store or use any **Data**
- v. any threat of or any hoax relating to i, ii, iii & iv above
- vi. any error or omission or accident in respect of any **Computer System, Computer Network** or **Data**.

5 Electronic equipment failure

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

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

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

6 Government financial sanctions

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

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

7 Vehicle exclusions

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

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

8 Other exclusions

- i) *Any deliberate act including theft or attempted theft and any malicious act by you, your family, tenants, paying guests, employees, business partners or directors*
- ii) **Indirect losses** of any kind incurred by you and/or your family except as specifically covered by this **policy**
- iii) *Loss, damage or legal liability caused by*
 - a) *deception other than by any person using deception to gain entry to your home*
 - b) *normal wear and tear, upkeep or making good, deterioration, moth, vermin, termites or other insects, inherent vice, latent defect or any gradually operating cause*
 - c) *pressure waves resulting from aircraft and other aerial devices travelling at sonic or supersonic speeds*
- iv) *Loss, damage or legal liability which occurred or which was known to you before the inception of this policy*
- v) *Loss, damage or legal liability for which compensation will be provided or, but for the existence of this policy, would have been provided under any other insurance, warranty, contract, legislation or guarantee*
- vi) *Legal liability you have accepted solely by virtue of an agreement which would not have attached had that agreement not existed*
- vii) *Loss, damage, legal liability, injury, cost, expense or indirect loss arising from any steam driven vehicle, aircraft, hovercraft, watercraft, trolley-bus, tram or other vehicle on rails unless specifically allowed for in this policy or shown in your schedule to be included.*

IF YOU HAVE AN ACCIDENT OR NEED TO CLAIM

Motor accidents

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

You must

- if you don't exchange details at the scene, report the accident to the police in person within 24 hours (you can't do so by telephone) or, if you are unable to do so due to your injuries, ask someone else to do it for you remembering that your certificate of motor insurance and driving licence will be required
- advise us within 48 hours so that your claim is not prejudiced
- produce your certificate of motor insurance and driver's licence on request.

At the scene make a note of

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

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

Please do not

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

All other incidents

You must

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

IMPORTANT INFORMATION – PLEASE READ

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

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

For your policy to operate fully you **MUST**, at all times comply with the terms, limitations and conditions which form part of this policy. It is essential that you read the general, specific and section conditions and exclusions to ensure that you can comply with all our requirements.

Please note that your schedule will show whether other more specific terms, limitations, conditions, exclusions and excesses have been imposed.

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

SUPPLYING INFORMATION AND NOTIFYING CHANGES

You must take reasonable care to give full and correct answers to the questions we ask. You must tell us if anything on your schedule, certificate of motor insurance or Statement of Fact is incorrect or changes during the period of insurance.

If you are unsure whether you need to tell us something, please tell us your broker or agent anyway as failure to do so may result in our

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

Examples of what you need to tell us about include but are not limited to

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

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

PRIVACY NOTICE

Please read this notice carefully as it contains important information regarding the use of your personal information and how we collect, use and share your information. For further details please visit <https://www.tradexinsurance.com/PrivacyNotice.pdf>.

Where you provide personal information to us about other individuals (for example, members of your family or employees) we will also be Data Controller of and responsible for their personal data. You should refer them to this notice before providing personal data to us on behalf of others.

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

Please note that we may record telephone calls to help us monitor and improve the service we provide.

Personal data

In order to provide our insurance services we will collect personal data as listed below

Personal Data

- Name
- Date of birth
- Gender
- Telephone number
- Email address
- Home address
- Job title
- National Insurance Number
- Driving license details and driving history (which may include tracking information or telematics information)
- Vehicle Registration Numbers
- Payment Data (Credit / Debit Card & Bank Details)
- County Court Judgement & Bankruptcy Data
- Details about you and your personal circumstances (eg marital status, occupation)
- Other details if pertinent to the scope of the quote or policy (eg required business licenses, affiliations, memberships of or registrations with regulatory bodies, or professional qualifications)
- Information about travel plans, destinations, and planned activities
- Voice Recordings of telephone calls to our customer service departments for training and monitoring purposes.

We may also need to collect data which the data protection legislation defines as sensitive, such as criminal convictions or medical history in order to assess your renewal, make changes to your policy and/or to administer claims.

As well as collecting personal data directly from you, we will also collect personal data from

- Our records
- Your company website (if relevant)
- Third parties (including brokers, insurance companies, business partners, suppliers, payment & delivery services, third party claimants under a policy, medical representatives in the event of a claim, accident management companies, advertising networks, analytics providers, search information providers and credit reference agencies)
- Other resources, for example, risk assessment models, pricing data, statistics and other information from public databases and websites
- Other publicly available sources, including, but not limited to, Google Earth and social media
- Customer and broker surveys
- Insurance industry fraud prevention and detection databases (including, but not limited to, Claims and Underwriting Exchange (CUE), Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and MyLicence
- Sanctions Screening Tools
- Government agencies such as HMRC and from professional regulators.

How we will use your information

We will use your personal data to for a number of purposes including to

- provide a quotation
- manage your insurance
- manage claims
- collect premiums
- to recover any monies you owe us
- for crime prevention in relation to fraud or money laundering
- for record keeping purposes.

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

Sharing information

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

These may include

- Your relatives, executors or, guardians (on your behalf where you are incapacitated or unable) or other people or organisations associated with you such as your insurance broker
- Where you have named an alternative contact (such as a relative) to speak with us on your behalf. Once you have told us your alternative contact, this person will be able to discuss all aspects of your policy (including claims and cancellation) with us and make changes on your behalf
- Our insurance partners such as brokers, other insurers, reinsurers, or other companies who act as insurance distributors
- Other third parties who assist in the administration of insurance policies such as another Insurance Company if there has been an accident which requires a claim to or from that Insurance Company
- We may share the personal information of any persons named on the policy with third parties to obtain information which may be used by us to inform its risk selection, pricing, and underwriting decisions
- Other third parties you have asked us to engage with
- Passing information to a third party for the purpose of validating your No Claims Discount (NCD) entitlement and this may be made available to other insurers
- Overseas assistance companies
- Loss Adjusters
- Engineers
- Emergency Assistance Companies
- Your healthcare practitioner
- Solicitors (to manage claims (whether you are an insured or a third-party claimant); to manage legal cases brought against us or on our behalf; to manage regulatory investigations)
- Business partners (software Providers, who provide the technical infrastructure to allow us to provide your quote, policy, and claims administration; clients: for whom we provide insurance policy and administration; companies you have agreed may receive your information to allow you to enter into a contract with them (for example, reward schemes or claims management companies))
- Suppliers (surveyors; companies engaged by us to provide contracted services (this is a wide-ranging list of companies, and their use will depend upon the circumstances. For example, in the event of a claim we may engage the services of recovery agents, car hire companies, mechanics or body shops); companies engaged by us to provide aspects of our communications with you (for example, web / web portal hosting)
- Finance Providers
- Enquiry Agents /Counter Fraud investigators
- Credit reference agencies
- Debt Collectors
- Survey companies
- Data analytics advisors
- Where you have given your explicit consent, to third parties for marketing purposes

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

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

We (or third parties acting on our behalf) may store or process information that we collect about you in countries outside the European Economic Area (EEA). This includes where we provide policies locally in the UK but a third party connected to the distribution of the policy is based outside the EEA, for example in the US. Where we make a transfer of your personal data outside of the EEA we will take the required steps to ensure that your personal data is protected. Such steps may include placing the receiving party under contractual obligations to protect your personal data to specific adequate standards. If you would like further information regarding the steps we take to safeguard your personal information, please contact us using the contact information provided under the "your rights" section.

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

Your rights

In certain circumstances (and subject to certain exemptions), you have a number of rights in relation to your personal data

- The right to be informed
- The right of access to your personal data and certain information about how we process it
- The right to rectification if the information that we hold about you is incorrect or incomplete
- The right to erasure
- The right to object to our processing of your personal data
- The right to restrict processing
- The right to request that we transfer your data directly to a third party
- Where we are relying on consent to process your personal data, you have the right to withdraw your consent.

We will always explain to you how we are dealing with your request. In some circumstances (such as the right to erasure or withdrawal of consent), the exercise of your rights might mean that we can no longer provide our services to you. We will always discuss this with you in advance.

You also have the right to make a complaint to the Information Commissioner's Office by calling **0303 123 1113** or using other contact information found at <https://ico.org.uk/>.

Contacting us

If you have any questions or would like to exercise any of your rights, please contact:

The Data Protection Officer
Tradex Insurance Company PLC
McLaren House, 100 Kings Road, Brentwood, Essex CM14 4EA
email: dpo@tradexinsurance.com
telephone: 01277 286 739

Motor Insurance Policy Database

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

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

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

Driving licence information

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

Administration, management information and regulatory compliance

The information you supply may be

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

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

Fraud detection and prevention

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

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

MOTOR INSURANCE POLICY DATABASE DISCLOSURE

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

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

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

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.

How to make a complaint:

Please contact us on: **01708 982 666**

Alternatively, you can contact the Complaints Manager as follows:

By post:

Complaints Manager
Tradex Insurance Company PLC
McLaren House, 100 Kings Road, Brentwood, Essex CM14 4EA

By email:

compliance@tradexinsurance.com

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

We will aim to resolve the complaint promptly. If we are unable to resolve the complaint to your satisfaction within three Business Days (business days are Monday to Friday excluding bank holidays and public holidays), the matter will be passed to the Compliance Department, who will acknowledge it and undertake an independent review. Once the review has been completed and a decision has been made, we will issue details of this in the form of a final response letter. A final response letter will be issued within eight weeks of the date of your complaint.

Final response letter

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

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

If you remain dissatisfied

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

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

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

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

For more information visit

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

FINANCIAL SERVICES COMPENSATION SCHEME

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

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



Tradex Insurance Company PLC
McLaren House, 100 Kings Road, Brentwood, Essex CM14 4EA