



SELF DRIVE HIRE POLICY

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INTRODUCTION TO YOUR POLICY

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

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

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

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

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

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

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



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 16). In any event, all claims must be reported to us within 48 hours of your becoming aware of any circumstance which may give rise to a claim. If a camera, digital CCTV recording system and/or telematics is fitted to your vehicle you must provide us with all records, footage and/or memory cards as soon as is practicable.
- You must report every incident as promptly as possible even if there is no damage to your vehicle or you were not at fault.
- If the vehicle has been stolen, you must upon discovery
 - advise the police and inform us of the crime reference number
 - and if applicable, the vehicle tracing company.
- We will require full details of the incident including the names and addresses of everyone involved including your passengers and any witnesses.
- You must send us, unanswered, every writ, summons, documents relating to proceedings or other communication about the incident 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.
Business	The business which you operate in the United Kingdom as shown in the schedule .
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.
Claim	A claim or series of claims arising out of one event.
Coach	A vehicle with a seating capacity of 17 passengers or more which may be pre-booked for specific journeys or which is operated as a scheduled bus service.
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.
Credit hire	The provision of a self drive vehicle under a hire agreement that defers payment by the hirer to a later date.
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.
Driver	The person eligible to drive the self drive hire vehicle whose details have been recorded in the hire agreement .
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 .

Employee	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 business whether the contract is expressed or implied, oral or in writing including anyone <ul style="list-style-type: none">a) hired or lent to you or borrowed by youb) supplied to you or employed by you under your control or supervisionc) who is self employed and working under your control or supervisiond) who is a prospective employee whose suitability for employment is being assessed by you.
Endorsement	Any variation to the printed terms of this policy .
Excess(es)	The amount(s) and/or any percentage shown in the schedule which will be deducted from each claim paid.
Family	Your spouse , your own, adopted, foster or step children, parents and other relatives living permanently with you .
FCA	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 www.fca.org.uk
Green card	The document required to provide proof that you have the minimum insurance cover required by law to drive in that country.
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 .
Home	Your permanent private residence in the United Kingdom .
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.
Injury	Bodily injury, death, illness, disease and/or nervous shock.
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), "black box", 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 .
Market value	The current cost of replacing your vehicle with a comparable one of similar type and condition.
Material facts	Any information which would influence us in our decision to provide or restrict cover and to set the level of premium.
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.
MIPD	Motor Insurance Policy Database.
Moped	A motorcycle with a maximum design speed not exceeding 30mph, weighing no 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 , <i>not being an invalid form of transport or a moped</i> , with fewer than four wheels, the unladen weight of which does not exceed 410 kgs.

Period of hire	The period stated in the hire agreement but no more than the maximum number of days shown in the schedule .
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) and/or business named as the policyholder in the schedule .
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.
Schedule	The document which gives details of the policyholder , insured or insured persons , the period of insurance , endorsements applicable, excess(es) and the cover in force.
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
Territorial limits	The United Kingdom unless defined more specifically in any part or section of the policy or stated otherwise in the schedule .
Total loss	Where the vehicle <ul style="list-style-type: none"> i) has been damaged beyond economic repair or ii) was stolen and not recovered.
Trailer	For the purposes of this part of the policy , a trailer includes but is not limited to 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 car , minibus , moped or motorcycle , including its permanently fitted accessories and parts, which is <ul style="list-style-type: none"> 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) recorded on the Motor Insurance Policy Database (MIPD) for this policy.
We/us/our/insurer	Tradex or any other insurer more fully defined in any operative part or section of this policy and shown in the schedule .
You/your /insured	The policyholder and any other person permitted in the schedule and/or judicial decisions or additional payments as a result of us issuing the policy on the certificate of motor insurance to drive or use the vehicle .

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 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) 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**
- ii) the carriage of goods for money*
- iii) 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*
- iv) any purpose connected with the motor trade*
- v) the vehicle being used in any country outside the United Kingdom*
- vi) 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.*

OPTIONAL COVERS

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

1 European and foreign use

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

This part of the policy does not provide cover in any country outside the United Kingdom.

We may, if specifically requested before you travel, agree to extend the cover shown in your current schedule under Section 1 – Third party liability and/or Section 2 – Your vehicle to include the driving or use of the vehicle outside the United Kingdom, in any European Union Member country and Iceland, Norway, Switzerland and Liechtenstein. A revised schedule will be issued and we will, if necessary, issue you a green card.

Where we agree to extend the cover it will be for the applicable minimum third party indemnity required to comply with the relevant laws relating to the compulsory insurance of vehicles in that country, or otherwise shown in your schedule.

Where applicable, we will include cover for

- 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 which you have cover and any of the countries in the territorial limits provided that damage to your vehicle is covered (See Section 2 – Your vehicle pages 11 – 15)
- 3 the reimbursement of any customs duty you may have to pay arising directly as a result of an insured claim.

2 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

- 1 own insurer fails totally
- 2 insurance cover is inadequate, inappropriate or has been cancelled
- 3 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
 - a) 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
 - i) comprehensive insurance cover is in force
 - ii) the drivers named in the cover note or certificate of motor insurance are entitled to drive or use the vehicle
 - iii) the vehicle is being driven or used in accordance with the certificate of motor insurance issued by the insurer
 - b) the hire agreement states clearly that
 - i) the hirer's own insurance applies and has the required documentation and information attached to it
 - ii) 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
 - c) 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.

3 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** complied with the policy terms and conditions.

In the event of a **claim**, **you** will be responsible for a £2500 **excess** or 25% of the cost of the **claim** whichever is the greater.

4 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 is fully operative
- 3 **hirer** and/or **driver** complies fully with the terms and conditions of the local licensing authority.

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

- i) death of or injury to other people
 - ii) 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.

1 Driving your vehicle

your driving, using or being in charge of the vehicle and whilst a self drive hire vehicle is being driven or used during the period of hire by a driver in the United Kingdom 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) the period of hire is completed during the period of insurance.

2 Other people driving or using your vehicle

- i) a driver or hirer and 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 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 your vehicle
- iii) when more than one trailer or disabled vehicle is being towed.

4 Bike carriers, luggage and ski racks

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

excluding any

- a) rack or carrier not properly secured to the vehicle
- b) 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 additional payments as a result of us issuing the policy.

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 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 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
- 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 claim bonus will not be affected)
- d) all other costs and expenses incurred with **our** written consent.

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 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) 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** 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)**.

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.

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 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) crime reference number
- viii) if applicable, confirmation of the registered ownership of the **vehicle's** 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, repair, replace or reinstate the **vehicle**.

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

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.

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, the **vehicle** will become **our** property and **we** will arrange for its immediate disposal. 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** 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**.

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**.

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.

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.

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.

Optional extensions

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

1 Windscreen, sunroof and window damage

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

Where **your vehicle** has comprehensive cover (i.e. Covers A, B, C,D and E 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.*

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 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** or **moped** or quad bikes that cover is extended to are secured a U lock attached to a ground anchor or is garaged in a locked building
 - f) **you** have removed from view any **accessories** and **in-vehicle equipment** designed to be wholly or partly removable or portable
 - g) there is evidence of forcible and violent entry or exit
- 10 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
- 11 Loss or damage arising during or as a consequence of
 - a) earthquake occurring anywhere other than in the **United Kingdom** or any 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
 - d) repossession of the **vehicle** by its rightful owner
- 12 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 impounded or destroyed by an authorised authority
 - d) mechanical, electrical or computer breakdown or wear and tear
- 13 The hire of any **self drive hire vehicle**
 - a) under a **credit hire** agreement unless specifically agreed by **us** in writing
 - b) where the **period of hire**
 - i) has been extended without the completion of a further **hire agreement**
 - ii) exceeds 30 days in total

- 14 a) *The driving or use of a self drive hire vehicle*
- i) *outside the United Kingdom*
 - ii) *for the carriage of passengers and/or goods for hire or reward or for fast food delivery*
- b) *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**.

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.

1 Vehicle alarm

unless a fully functioning alarm has been fitted and has been set in its entirety and brought into operation

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.

GENERAL CONDITIONS

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

2 Late reporting of claims

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

- i) require **you** to reimburse any additional amounts **we** have had to pay
- ii) for **vehicle claims**, retain any premium refund due to **you**
- iii) request payment of the late notification **excess** shown in the **schedule**
- iv) cancel **your policy** by invoking General condition 13 – Cancellation on page 19.

In addition, **your claim** for damage to **your vehicle** may be prejudiced.

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 Cessation of cover

This **policy** will no longer provide cover if

- i) **your** interest in the **business** ceases, other than by will or operation of law, or **you** have been declared bankrupt, have entered into an Individual Voluntary Arrangement (IVA) or are disqualified from acting as a company director for any period of time
- ii) the **business** is wound up, put into administration, a liquidator or receiver is appointed or trading is permanently discontinued.

8 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**.

9 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.

10 Your duties and obligations

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

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.

Note: Inspections by **us** will be by prior arrangement at a mutually convenient time.

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** Unless specifically agreed, 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 at least 24 months or as specifically shown against the applicable **self drive hire vehicle** in the **schedule**
 - 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, have all appropriate licence(s), including if the **vehicle** is to be used as a Public Service Vehicle, the PSVO (Special Restricted PSV Operator's licence)
 - v) not be
 - a) engaged in the professional sport, racing, gambling, modelling or entertainment, 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 have 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.
- D** **You** must before the **period of hire** begins verify the identity, date of birth and address of the **hirer** and/or **driver**
- i) by inspecting and retaining a copy of
 - a) the original driving licence
 - b) the driving licence check via the DVLA check code service
 - c) at least one of the following, a passport, debit or credit card
 - d) If **you** do not take photographs of **hirer** and/or **driver**, **you** must ensure that one of the copied documents has a photograph of the **hirer** and/or **driver** on it
 - ii) in addition, if the hire is on behalf of a **business**
 - a) check that the **business** is in existence
 - b) establish that there is a link between the representative and the **business**
 - c) confirm the authenticity of the hire by telephone or email.
- E** **You** must ensure, in the event of a **self drive hire vehicle** being delivered to the **hirer** or **driver's**
- i) home address that all documentation is completed and checked inside the home
 - ii) repairer or garage that the **hirer** or **driver's** own **vehicle** is at the premises undergoing repair, service or MOT.
- F** **You** will be considered to be the **hirer's** agent for all purposes relating to its completion.
- G** 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.
- H** 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.
- I** **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.

- J** 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
- i) the hirer and/or driver
 - a) failing to provide accurate information or withholding or misrepresenting any material information when completing the hire agreement
 - b) acting fraudulently or criminally
 - ii) the hirer's own insurance failing to provide indemnity because the policy cover is inadequate, inappropriate or is no longer in force.

11 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 25.)

12 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.

13 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.

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.

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 £35 plus IPT per document may be levied if you make any alterations to this **policy** or request a duplicate **certificate of motor 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 Policy Database disclosure

If your vehicle's registration number is not shown correctly on your **policy** documents 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. This does not affect any right or remedy of a third party that exists or is available apart from that Act.

20 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.

21 Jurisdiction

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

22 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**.

23 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 29 for the full complaints procedure.

24 Compulsory minimum third party indemnity cover outside the United Kingdom

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

25 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 **claim** in full without deducting any applicable **excess(es)**, we will reclaim 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**.

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

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, 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

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 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 drive 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 licence 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 licences, 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 for a number of purposes

- in order to arrange your policy
- to carry out fraud, credit, and anti-money laundering checks
- to evaluate your application and ability to pay for your policy by instalments (if applicable)
- to provide and manage your insurance policy
- communicating with you and resolving any complaints that you might have
- to transfer to third parties for the purpose of providing you with the services required under the insurance contract or other services which you have elected to receive from us in connection with the insurance contract
- to transfer to third parties where you have elected to enter into a contract with that third party for separate services
- prevention and detection of and investigating and prosecuting fraud. This might include sharing your personal information with third parties such as the police, and other insurance and financial services providers
- complying with our legal or regulatory obligations
- recover outstanding payments
- to provide you, or permit other selected third parties to provide you, with information about goods or services we feel may interest you, including news updates & details of special offers
- to measure the effectiveness of our advertising
- to improve our customer service
- to provide data analysis in order to assist us with the pricing of our products and detect market trends
- to personalise your repeat visits to our website and web portals
- to notify you about changes to our services or products
- to administer our website and web portals and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes
- to allow you to participate in interactive features of our services / website / web portals
- to transfer data to third parties for the purpose of conducting internet analytics
- for analytical purposes and to improve our products and services. Where possible, we will anonymise such information
- providing improved quality, training, and security (for example, with respect to recorded or monitored phone calls to our contact numbers); the technology utilised may include voice analytics.

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 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