



# **COMMERCIAL MOTOR TELEMATICS POLICY**



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## INTRODUCTION TO YOUR POLICY

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

This policy is a legal contract which is based on the information you supplied when you applied for this insurance. We rely on that information when we decide what cover to provide and how much you will pay. It is therefore essential that all the information given to us is accurate and that you have not withheld or misrepresented any material facts. It is also important that you tell us immediately if there are any material changes in your circumstances or to the information already given. See General Condition 8 - Notifying changes and non-compliance - and the list given on page 39 for more information about what should be notified to us and when. If you are not sure whether something is important, please tell us anyway as failure to do so may invalidate your insurance, result in it not operating fully or a claim payment being reduced.

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

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, please tell us immediately so that we can make the necessary changes. We recommend that you keep a copy or record of all information you give to us.



**Mark Summerfield**  
Chief Executive Officer  
Tradex Insurance Company PLC

## MAKING A CLAIM

### Motor, Legal liabilities and Goods in transit

**As soon as you can, please telephone the First Response Helpline on 0333 313 3131 or from abroad +44 (0)1708 971 000, weekdays 9am to 5pm**

An out of hours telephone service is available

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 31). 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](mailto: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 in **bold** have the same meaning wherever they appear. They are either defined below or more specifically elsewhere in this policy.*

<b>Act of terrorism</b>	An act or threatened act as set out in the Terrorism Act 2000 and which is <ol style="list-style-type: none"> <li>carried out by any person or group(s) of persons whether acting alone, on behalf of or in connection with any organisation(s) or government(s)</li> <li>committed for political, religious, ideological or other similar purposes including the intention to influence any government and/or to intimidate the public or any section of the public and which involves any serious violence, damage to property or disruption to or interference with an electronic system, any risk to health or safety or which endangers life.</li> </ol>
<b>Business</b>	The <b>business</b> which <b>you</b> operate in the <b>United Kingdom</b> as shown in the <b>schedule</b> .
<b>Certificate of motor insurance</b>	Evidence of the existence of motor insurance as required by law including, for any <b>vehicle</b> registered in the Channel Islands, the windscreen insurance disc.
<b>Claim</b>	A <b>claim</b> or series of claims arising out of one incident or event.
<b>Computer Network</b>	A group of <b>Computer Systems</b> 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 <b>Data</b> .
<b>Computer System</b>	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 <b>data</b> storage device or system, networking equipment or back up facility.
<b>Data</b>	Information used, accessed, processed, transmitted or stored by a <b>Computer System</b> .
<b>DVA</b>	The Driving and Vehicle Agency Northern Ireland.
<b>DVLA</b>	The Driving and Vehicle Licensing Authority. <b>Note:</b> For details of information held about <b>you</b> by the <b>DVLA</b> or <b>DVA</b> , go to <a href="http://www.gov.uk/government/organisations/driver-and-vehicle-licensing-agency">www.gov.uk/government/organisations/driver-and-vehicle-licensing-agency</a> or, if applicable, <a href="http://www.nidirect.gov.uk">www.nidirect.gov.uk</a> .
<b>Employee</b>	A person who, under the terms of the Employers' Liability (Compulsory Insurance) Act 1969, has entered into or works under a contract of service or apprenticeship with the <b>business</b> whether the contract is expressed or implied, oral or in writing including anyone <ol style="list-style-type: none"> <li>hired or lent to <b>you</b> or borrowed by <b>you</b></li> <li>supplied to <b>you</b> or employed by <b>you</b> under <b>your</b> control or supervision</li> <li>who is self employed and working under <b>your</b> control or supervision</li> <li>who is a prospective employee whose suitability for employment is being assessed by <b>you</b>.</li> </ol>
<b>Endorsement</b>	Any variation to the printed terms of this <b>policy</b> .
<b>Excess(es)</b>	The amount(s) and/or any percentage shown in the <b>schedule</b> which will be deducted from each <b>claim</b> .
<b>Family</b>	<b>Your spouse</b> , <b>your</b> own, adopted, foster or step children, parents and any relatives living permanently with <b>you</b> .
<b>FCA</b>	The Financial Conduct Authority. <b>Note:</b> Information on regulated companies can be obtained either by calling the FCA Consumer Helpline on 0800 111 6768 or by visiting their website <a href="http://www.fca.org.uk">www.fca.org.uk</a> .
<b>Home</b>	<b>Your</b> permanent private residence in the <b>United Kingdom</b> .

<b>Indirect loss(es)</b>	Any loss, charge or cost not directly caused by the event leading to a <b>claim</b> including but not limited to loss of market, loss of contract, loss of use, monetary devaluation or any other similar economic loss.
<b>Injury</b>	Bodily injury, death, illness, disease and/or nervous shock.
<b>Mobile unit</b>	Any <b>vehicle</b> and/or <b>trailer</b> used as a <ul style="list-style-type: none"> <li>a) canteen or for catering, food, beverage and drink preparation and dispensing, ice cream sales and/or any similar purpose declared to <b>us</b></li> <li>b) workshop, surgery, hospitality or exhibition unit.</li> </ul>
<b>Period of insurance</b>	The period stated in the <b>schedule</b> , for which <b>you</b> have paid and <b>we</b> have accepted the premium.
<b>Policy</b>	This document, <b>schedule</b> , <b>endorsements</b> and <b>certificate(s) of motor insurance</b> read together and any word or expression to which a specific meaning has been given having the same meaning wherever it appears.
<b>Policyholder</b>	The person(s) and/or <b>business</b> named as the <b>policyholder</b> in the <b>schedule</b> .
<b>Road rage</b>	A deliberate act by the driver or passenger of a motor <b>vehicle</b> intended to cause harm, damage or intimidation to other persons or damage to their <b>vehicles</b> or property.
<b>Schedule</b>	The document which gives details of the <b>policyholder</b> , <b>insured</b> or <b>insured persons</b> , the <b>period of insurance</b> , <b>endorsements applicable</b> , <b>excess(es)</b> and the cover in force.
<b>Spouse</b>	<b>Your</b> husband, wife, civil partner (as defined in the Civil Partnership Act 2004) or someone <b>you</b> are living with as if <b>you</b> are married to them.
<b>Subcontractor</b>	A person or <b>business</b> which has a contract, as an independent contractor and not as an <b>employee</b> , with <b>your business</b> to provide some portion of the work or services which <b>you</b> have agreed to perform.
<b>Sum(s) insured/ indemnity limit</b>	The specific amount(s) or indemnity limit(s) shown in the <b>schedule</b> .
<b>Territorial limits</b>	The <b>United Kingdom</b> unless defined more specifically in any part or section of the <b>policy</b> or stated otherwise in the <b>schedule</b> .
<b>Tradex</b>	<b>Tradex</b> 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.
<b>Unattended</b>	No-one being in, on or in a position to prevent any unauthorised interference with the <b>vehicle</b> , <b>trailer</b> and/or any contents.
<b>United Kingdom</b>	Great Britain, Northern Ireland, Isle of Man and the Channel Islands.
<b>Vehicle</b>	Any <b>vehicle</b> , including its permanently fitted <b>accessories</b> and parts, which is <ul style="list-style-type: none"> <li>a) owned, registered, leased or hired under a hire purchase agreement by <b>you</b></li> <li>b) described in the <b>schedule</b> and current <b>certificate of motor insurance</b></li> <li>c) and where legally required, recorded on the Motor Insurance Policy Database (MIPD).</li> </ul>
<b>We/us/our/the insurer/</b>	<b>Tradex</b> or any other insurer more fully defined in any operative part or section of the <b>schedule</b> .
<b>You/your/insured/ insured person</b>	<ul style="list-style-type: none"> <li>a) <b>the policyholder</b> and</li> <li>b) where more specifically insured elsewhere in this policy, any person <ul style="list-style-type: none"> <li>i) permitted by the <b>current certificate of motor insurance</b> to drive, use or be in charge of the <b>vehicle</b></li> <li>ii) defined as an <b>employee</b>, <b>insured</b> or <b>insured person</b> in any individual part or section of this <b>policy</b></li> </ul> </li> </ul> and, where applicable, their personal legal representatives.

## PART A – MOTOR

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

### SPECIFIC DEFINITIONS

*These specific definitions apply to this part of the policy and are in addition to or variations of the General definitions on pages 3 and 4 which apply to the policy as a whole.*

<b>Accessories</b>	For the purpose of this <b>policy</b> , <b>accessories</b> include <ul style="list-style-type: none"> <li>a) any additional and supplementary accessories or equipment</li> <li>b) safety equipment, child car seats and any parts kept in or on the <b>vehicle</b></li> <li>c) the maker's tool kit.</li> </ul>
<b>Agricultural vehicle</b>	Any tractor or similar <b>vehicle</b> used for farming, gardening, animal care, forestry or snow clearance including the hauling of materials to deal with frost, ice, snow and animal feed and bedding.
<b>Articulated vehicle</b>	A goods carrying <b>vehicle</b> made up of a power unit and one semi trailer.
<b>Car</b>	A private passenger <b>vehicle</b> with a maximum carrying capacity of 8 persons including the driver.
<b>Coach</b>	A motor coach or bus with a seating capacity of 17 passengers or more.
<b>Disabled vehicle</b>	A <b>vehicle</b> not capable of being moved under its own power.
<b>Green card</b>	The document required by certain countries to provide proof that <b>you</b> have the minimum insurance cover required by law to drive in that country.
<b>Imported vehicle</b>	A <b>vehicle</b> which may have been registered in but was not originally built to be sold in the <b>United Kingdom</b> .
<b>Invalid form of transport</b>	A powered wheelchair or mobility scooter.
<b>In-vehicle equipment</b>	Any in- <b>vehicle</b> entertainment system (including cassettes, compact discs DVDs and films), telephone, camera, <b>data</b> transmission, communication, satellite navigation, CB and two-way radio whilst the equipment is permanently fitted to the <b>vehicle</b> or specifically designed to be removable or partly removable and which cannot function independently of the <b>vehicle</b> .
<b>Market value</b>	The current cost of replacing <b>your vehicle</b> with a comparable one of similar type and condition.
<b>MIPD</b>	Motor Insurance Policy Database.
<b>Minibus</b>	A motor <b>vehicle</b> constructed or adapted to carry 8 or more and up to 16 passengers in addition to the driver.
<b>Moped</b>	A <b>motorcycle</b> 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 a motorcycle that can be moved by pedals if first used before 1 August 1977.
<b>Motorcycle</b>	A mechanically propelled <b>vehicle</b> , <i>not being an invalid form of transport or a moped</i> , with fewer than four wheels, the unladen weight of which does not exceed 410 kgs.
<b>Plant and equipment</b>	All permanently fixed items of <ul style="list-style-type: none"> <li>a) electrical, mechanical and/or hydraulic plant and associated equipment</li> <li>b) fixtures and fittings</li> </ul> in or on <b>your vehicle</b> not supplied as original equipment by the manufacturer.
<b>Quad bike</b>	An off-road ride-on <b>vehicle</b> with four large wheels designed for agricultural and recreational use.
<b>Total loss</b>	Where the <b>vehicle</b> <ul style="list-style-type: none"> <li>a) has been damaged beyond economic repair</li> <li>or</li> <li>b) was stolen and not recovered.</li> </ul>
<b>Trailer</b>	For the purpose of this part of the <b>policy</b> , a trailer includes a semi-trailer, caravan, <b>mobile unit</b> , mobile equipment or goods carrying container which itself cannot be driven.



## USES AND DRIVERS

This **policy** only covers the **vehicle** if it is being driven and used by the persons and in the way specified 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 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 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*
- vii) use of the **vehicle** outside the **territorial limits** unless a **green card** has been issued.*

### 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 driving licence(s) to drive the **vehicle** or held and is not disqualified or prohibited by law from holding or obtaining such a licence*
- ii) unless such person has the appropriate local authority or other relevant body licences to operate as a private hire, public hire or psv operator*
- iii) who is not complying with the terms and limitations of their driving licence*
- iv) 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*
- v) who commits or attempts
  - a) suicide*
  - b) wilful, deliberate or criminal damage including **road rage****
- vi) which results in the driver of the **vehicle** being convicted of
  - a) racing, dangerous or reckless driving on a public highway*
  - b) an offence involving drink or drugs*or any equivalent offence under the law of any other country in which the **policy** is operative.*



## EUROPEAN AND FOREIGN USE

*You are required to carry your certificate of motor insurance and, if issued, your 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 – Liability to others 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 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.

The cover provided 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 and not in connection with your business unless specifically agreed and stated in your schedule
  - b) the vehicle is taxed and, if registered with the DVLA, 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
- iv) you paying the required additional premium
- v) all the terms, conditions, exclusions and limitations of the policy are complied with.

Cover includes

- 1 transit by rail, air and sea (including loading and unloading) between the countries in which you have cover
- 2 the payment of any general average contribution, salvage and sue and labour charges incurred whilst the vehicle is being transported by sea between any of the countries in the territorial limits provided that 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.

## CONDITIONS AND CLAUSES

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### 1 Standard and protected no claims bonus

We will, if applicable and dependent on the **claims** arising during each twelve month **period of insurance**, increase or reduce the annual renewal premium in accordance with the bonus scale which applies at the time. The percentage discount which the bonus represents is **our** standard bonus scale shown in the schedule. The bonus allowances will be at **our** sole discretion.

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 claims bonuses

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

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

### 2 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**.

## SECTION 1 – LIABILITY TO OTHERS

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### The cover

**We** will insure **you** for all 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**.

#### 1 Driving your vehicle

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

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

- a) any other person specified in the **schedule** who, with **your permission**, is using, driving or in charge of the **vehicle**
- b) 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 the **your vehicle***
- iii) *when more than one **trailer** or **disabled vehicle** is being towed.*

## Section extensions

### 1 Legal personal representatives

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

### 2 Additional costs and fees

We will, at our option, pay

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

## Section exclusions

*This section does not cover*

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

## Optional extensions

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

### 1 Driving other vehicles – liability to others

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

- a) this is allowed by the current **certificate of motor insurance** and subject always to the limits, terms, conditions and exclusions of this section and the **policy** as a whole
- b) the borrowed **vehicle** is registered, taxed, insured and recorded on the Motor Insurance Database in the owner's name
- c) the borrowed **vehicle** is not
  - 1 owned by or hired to **you** under a hire purchase, self-drive hire, credit hire or lease agreement
  - 2 available to **you** on a regular basis
  - 3 a **motorcycle**, **minibus**, **coach**, **quad bike** or any **vehicle** with a gross vehicle weight over 3.5 tonnes
  - 4 being test driven or evaluated by **you**



- d) **your vehicle**
  - 1 is still owned by **you**
  - 2 has not been sold or disposed of
  - 3 is not the subject of a **total loss claim**.

*but we will not pay*

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

## 2 **Driving other vehicles – liability to others**

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 11 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

- a) this is allowed by the current **certificate of motor insurance** and subject always to the limits, terms, conditions and exclusions of this **policy**
- b) 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
- c) the borrowed **vehicle** is not
  - 1 owned by or hired to **you** under a hire purchase, self-drive hire, credit hire or lease agreement
  - 2 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**
- d) **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**
- e) the amount **we** pay under Section 2 - Your vehicle, is no greater than the **indemnity limit** for each driver shown against the driver in the **schedule** less the applicable **excess(es)** or, where cover is provided by any other insurance, more than any **excess(es)** under such insurance for which **you** are held responsible.

*but we will not pay*

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

## SECTION 2 – YOUR VEHICLE

*Your schedule will show whether this section is in force and which of the Covers A, B, C, 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 take 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 other similar establishment whilst being parked
- c) a transport operator for loading onto or unloading from aircraft, ships, trains or other conveyances provided that **our** rights of recovery are not prejudiced.

### Making a claim

*Please see page 2 – Making a Claim for detailed information about how to make and manage a claim.*

#### 1 Repairs

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

##### 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.

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

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

#### 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) the **vehicle's certificate of motor insurance**
- viii) crime reference number
- ix) 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

### The vehicle

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

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

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

### 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.

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**.

### 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**.

### 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 six months of its purchase as new and its mileage is under 15,000, we will replace it with a new one of the same make, model and specification provided that

- i) Where the **vehicle** is no longer in production and/or is not available in the **United Kingdom**, we will pay you the lower of
  - a) the invoice price you paid for the **vehicle**
  - or
  - b) the cost (including taxes) of the nearest equivalent model and specification currently available in the **United Kingdom** from the same manufacturer
- ii) you pay the applicable **excess(es)**
- iii) 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'
- iv) 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
- v) 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.

**We** are not liable for the loss of the number plate as a result of any delay or time restraint imposed by the **DVLA** or equivalent authority.

### Emergency, medical and overnight expenses

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

- i) up to £250 per injured person and £1,000 in all for medical expenses *other than physiotherapy treatment arising from the accident*
- ii) 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
- iii) up to £250 towards necessary overnight hotel expenses incurred by the driver and passengers in **your vehicle** if it cannot be driven after an insured accident or loss.

### Personal effects

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

provided that

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

*but not*

*mobile telephone, communication, photographic, audio, video, computer and associated equipment, jewellery, watches, money, documents and pedal cycles.*

## 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*

**We** will, if **your vehicle** has comprehensive cover (i.e. Covers A, B, C, D and E as detailed on page 11 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.



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

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

We will, 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

We will, 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

We will 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 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 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 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.*

### Specific additional security requirements and exclusions

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

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

**1 Vehicle alarm**

unless a fully functioning **alarm** has been fitted and has been set in it's entirety

**2 Vehicle immobiliser**

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

**3 Vehicle tracking device**

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

**4 Additional locks**

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

**5 Overnight theft requirements**

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

**6 Overnight theft exclusion**

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

## PART B – LEGAL LIABILITIES

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

### SPECIFIC DEFINITIONS

*The following definitions apply to this part of the policy only whereas the General Definitions apply to all parts and sections. Where any specific definition here is the same defined term as defined in the general definitions then the section specific definition only, applies for this section of the policy.*

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

## Specific exclusions

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

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

### 1 Motor vehicles

*any motor vehicle, attached trailer or mobile plant*

- i) where compulsory insurance or other security is required by any Road Traffic Act legislation*
- ii) licensed for road use*
- iii) where indemnity is provided by any other insurance or part or section of this policy*
- iv) outside the territorial limits*

### 2 Medical and related products

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

### 3 Repair or reinstatement

*the cost of*

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

### 4 Products for USA or Canada

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

### 5 Wrongful advice

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

### 6 Intentional acts or omissions

*any intentional act or omission*

### 7 Cleaning processes and chemicals

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

### 8 Aircraft and watercraft

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

### 9 Fungus and allergens

*fungus of any kind including mildew, mould, spore(s), allergens or any substance which poses an actual or potential threat to human health*

### 10 Asbestos

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

### 11 Fines, penalties and damages

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

## Clauses and extensions

### 1 Cross liabilities

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



## 2 Indemnity to others

The cover provided will also apply to the personal representatives of **your** estate or **your** deputy appointed by the Court of Protection in respect of **liability** incurred by **you** and, if requested to any

- a) principal whether a person, **business**, organisation or local authority for whom **you** are carrying out a contract in respect of **liability** arising solely out of the performance of the contract but only to the extent required by the contract terms
- b) director, partner or **employee** of the **business** in respect of **liability** for which **you** would have been entitled to indemnity had the **claim** been made against **you**
- c) officer or member of **your** canteen, social, sports or welfare organisations and first aid, fire, ambulance, medical and security services
- d) owners of plant hired in by **you** but only to the extent required by the conditions of hire provided that
  - i) each person claiming indemnity
    - 1 is not entitled to indemnity under any other policy
    - 2 observes the terms, conditions and exclusions of this **policy** insofar as they can apply
  - ii) **we** retain complete control of all **claims**
  - iii) where **we** are required to indemnify more than one party, **our** total liability will not exceed the **limit of indemnity**.

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

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

- i) prosecution costs awarded against **you**
- ii) costs and expenses incurred in defence of and arising from criminal proceedings for the following :
  - a) an offence of gross negligence manslaughter
  - b) an offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
  - c) an offence under the Corporate Manslaughter and Corporate Homicide Act 2007 or an appeal against conviction from such proceedings, provided that such proceedings relate to an offence committed or alleged to have been committed in the course of the **business** during the **period of insurance** and our total liability does not exceed the **limit of indemnity**.

### *excluding*

- 1 any event occurring outside the **territorial limits**
- 2 any appeal against any fine, penalty or remedial or publicity order
- 3 costs incurred as a result of the failure to comply with any remedial or publicity order
- 4 proceedings arising as a consequence of a deliberate or intentional act or omission
- 5 proceedings arising out of any activity or risk excluded from this part of the **policy**
- 6 any payment where indemnity is provided by any other insurance
- 7 the fees of any solicitor or counsel appointed by or on behalf of anyone entitled to indemnity unless **we** have agreed that appointment
- 8 an appeal unless advice has been obtained from counsel that the appeal has a reasonable prospect of success, which is more than 50% chance of success.

## 4 Consumer Protection and Food Safety Acts

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

- a) prosecution costs awarded against **you**
- b) **costs and expenses** incurred in defence of and arising from criminal proceedings or an appeal against conviction from such proceedings for a breach of Part 11 of the Consumer Protection Act 1987 and/or Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990 provided that
  - i) such proceedings relate to an offence committed or alleged to have been committed in the course of the **business** during the **period of insurance**
  - ii) **our** total liability does not exceed the **limit of indemnity**.

### *excluding*

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

## SECTION 1 – PUBLIC LIABILITY

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

### The cover

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

### Section exclusions

*This section does not cover*

- 1 *for any **products** other than food or drink sold or supplied for consumption by **your** customers, visitors, directors, **business** partners or **employees** on **your business** premises but not from **your mobile unit***
- 2 *for loss of or damage to property belonging to or in **your** care, custody and control or that of any party carrying out work on **your** behalf other than*
  - a) *the property or **vehicles** of **your** directors or **business** partners, **employees** or **visitor** on **your business** premises*
  - b) *premises, including the contents of those premises, where **you** are temporarily carrying out any part of the **business** provided that the premises are not owned, leased, rented or hired by or to **you***
  - c) *premises including fixtures and fittings leased, rented, hired or lent to **you** provided that the tenancy or other agreement does not*
    - i) *give rise to legal liability which would not have attached in the absence of such agreement*
    - ii) *require that loss or damage must be insured under a property insurance policy arranged by **you** or on **your** behalf*
- 3 *for that part of the property on which **you** or any person acting on **your** behalf has been working and arising directly from such work*
- 4 *arising from any work*
  - a) *away from the **business** premises involving the use of electric, oxyacetylene and other welding or heat cutting equipment, hot air guns and strippers, blow lamps and blow torches, tar, bitumen and asphalt heaters, angle grinders and any other equipment or process involving the application or use of heat*
  - b) *relating to or in connection with motor **vehicles** or any motor trade activity*
  - c) *the use of solvents or glues with a flashpoint below 23 degrees centigrade away from the **business** premises*
- 5 *arising in connection with the ownership, possession or use of any steam driven **vehicle**, aircraft, aerial device, hovercraft, offshore installation, rig or platform or watercraft other than hand propelled watercraft*
- 6 *arising from the ownership, possession or use by **you** or on **your** behalf of any dog*
  - a) *which is prohibited by and/or does not meet the requirements of the Dangerous Dogs Act 1991 or The Control of Dogs (Scotland) Act 2010*
  - b) *not secured or controlled in accordance with the Guard Dog Act 1975*
- 7 *for **injury** to **you** or to any **employee** arising out of or in the course of the **business***
- 8 *originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a communicable disease or the fear or actual or perceived threat of a communicable disease, including any costs to clean-up, detoxify, remove, monitor or test for a communicable disease*
- 9 *for **injury** or damage arising from the manufacture, repair, servicing or testing, maintenance, alteration, restoration, cleaning or inspection of any **product***
- 10 *any action for damages brought in the courts of law of any territory outside the **territorial limits***
- 11 *any activity conducted by **you** or on **your** behalf which is regulated by the Financial Conduct Authority.*



## Extensions

### 1 Defective premises

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

### 2 Data Protection Act 2018

We will indemnify you and, at your request any director, business partner or employee, against the sums which you become legally liable to pay as costs and expenses under Sections 167 and 169 of the Data Protection Act 2018 for the damage or distress caused in connection with the business during the period of insurance provided that the business is

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

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

#### *but not*

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

### 3 Overseas personal liability

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

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

#### *but not liability arising*

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

## Optional extensions

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

### 1 Extended territorial limits

The territorial limits are extended to include

#### 1 Western Europe

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

#### 2 Eastern Europe

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

#### 3 Rest of the world

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

If this extension is in force, we will indemnify you in relation to the extended territorial limits up to the limits of indemnity stated in the schedule less the applicable excess.

## 2 Damage to leased or rented premises

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

*excluding*

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

## 3 Tools of trade

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

*excluding*

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

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

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

*No claim will be met* unless all the conditions, requirements and precaution are complied with.

**Before starting work at any site**

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

#### While work is in progress

- i) A 5kg CO<sub>2</sub> or equivalent fire extinguisher made and serviced in accordance with UKCA standards and suitable for the premises and the property being worked on must be within immediate reach and be used immediately any smoke, smouldering or outbreak of fire is detected
- ii) The lighting of all equipment must be carried out strictly in accordance with the manufacturers' instructions
- iii) No equipment must be left unattended at any time.

#### When the work is finished

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

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

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

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

*No claim will be met* unless you ensure that

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



## SECTION 2 – EMPLOYERS' LIABILITY

### Section definition

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

### The cover

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

- the **limit of indemnity** stated in the **schedule**  
or
- £5,000,000 where an **injury** is directly or indirectly caused by, results from or is in connection with any **act of terrorism** or action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**.  
*excluding injury arising from*
  - the use by **you** of a **vehicle** on a highway, road or area to which the public have access where such **injury** is caused by or arises out of the **employee** being carried in or on, getting into, onto or out of a **vehicle** where compulsory insurance or security is needed under Road Traffic Act legislation*
  - any activity relating to the sponsorship or organisation of and/or participation in or practising for any motor competition, race, speed, reliability or other trial or performance test other than road safety rallies or treasure hunts*
  - work on, travelling or visits to or from offshore installations or support vessels.*

### Unsatisfied court judgements

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

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

### Optional extension

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

#### 1 Extended territorial limits

The **territorial limits** are extended to include

##### 1 **Western Europe**

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

##### 2 **Eastern Europe**

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

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

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

If this extension is in force, we will indemnify **you** in relation to the extended **territorial limits** up to the **limits of indemnity** stated in the **schedule** less the applicable **excess**.



## **2 Injuries to working partners or proprietors**

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

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

## PART C – VEHICLES AND GOODS IN TRANSIT

*This part of your policy provides cover for stock, tools, trailers, equipment and plant. Your schedule will show who the Insurer is and whether this section is in force.*

### SPECIFIC DEFINITIONS

*The following definitions apply to this part of the policy and also where shown in bold in the General conditions and General exclusions. General definitions apply to the policy as a whole. Where any specific definition here is the same as a defined term as defined in the general definitions then the section specific definition only, applies for this section of the policy.*

<b>Alarm</b>	An electronic <b>vehicle</b> alarm which provides an audible warning of interference with a) either the <b>vehicle's</b> perimeter or ignition and detects movement in the passenger compartment b) the goods compartment and/or <b>trailer</b> .
<b>Conditions of contract carriage or trading</b>	As specified in the <b>schedule</b> , those contract, carriage or trading conditions under which <b>you</b> operate and are liable other than where all or part of those conditions part of the <b>policy</b> <ul style="list-style-type: none"><li>• <b>RHA/RHA Storage Conditions</b> under Road Haulage Association Ltd Conditions of Carriage and/or Storage</li><li>• <b>CMR</b> under the Convention on the Contract for the International Carriage of Goods by Road as enacted into English law by the Carriage of Goods by Road Act 1965</li><li>• <b>UKWA</b> under the United Kingdom Warehouse Keeper's Association Conditions of Contract</li><li>• <b>BIFA</b> under the British International Freight Association Standard Trading Conditions</li><li>• <b>FTA</b> under the Freight Transport Association Standard Trading Conditions</li><li>• <b>FIATA</b> under the International Federation of Freight Forwarders Association Standard Trading Conditions</li><li>• <b>Other Conditions</b> under any other conditions of contract, carriage or trading lodged with <b>us</b>.</li></ul>
<b>Container</b>	Any container, tanktainer, demountable body, flat or similar unit including attached ancillary equipment not owned, hired or leased by <b>you</b> .
<b>Europe</b>	Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Gibraltar, Greece, Iceland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, San Marino, Spain, Sweden, Switzerland and The Vatican.
<b>Financial loss</b>	A pecuniary loss, cost or expense for which <b>you</b> are legally liable.
<b>Goods</b>	Property which does not belong to <b>you</b> but for which <b>you</b> are responsible in accordance with the <b>conditions of contract, carriage or trading</b> specified in the <b>schedule</b> under which the <b>business</b> operates other than property or products specifically excluded elsewhere in this <b>policy</b> .
<b>High risk stock</b>	For the purposes of this <b>policy</b> , high risk <b>stock</b> consists of <ol style="list-style-type: none"><li>alcoholic beverages and tobacco products</li><li>telecommunication, navigation, photographic, audio, video, computer and associated equipment and accessories and electrical tools</li><li>furs, clothing, accessories and other associated items</li><li>clocks, watches, jewellery, articles of gold and silver, precious metals and stones</li><li>art and antiques, sculptures, curios and objet d'art, rare books, coin and stamp collections</li><li>non ferrous metals <i>other than aluminium</i></li></ol> belonging to <b>you</b> but excluding any items more specifically insured.



<b>Immobiliser</b>	A passively set <b>vehicle</b> immobiliser which isolates either a minimum of two operating circuits or systems or at least one operationally relevant <b>vehicle</b> control unit with coded intervention.
<b>In transit</b>	The movement of <b>goods, stock, high risk stock, tools</b> and/or <b>equipment</b> in connection with the <b>business</b> .
<b>Liability</b>	<b>Your</b> legal obligation to pay damages including <b>costs and expenses</b> to third parties for loss, damage and/or <b>injury</b> .
<b>Money</b>	Coins, bank and currency notes, cheques, postal and money orders, bankers' drafts, crossed cheques and warrants including dividend warrants, premium bonds, National Savings certificates, current postage stamps, unused franking machine units, credit and debit card counterfoils and sales vouchers, luncheon vouchers, trading stamps, scratch cards and validated scratch cards, telephone cards <i>but not those held for re-sale</i> , top-up cards and vouchers, National Insurance holiday with pay stamps, cards and savings certificates, VAT purchase invoices, unused <b>vehicle</b> excise licences, bills of exchange, securities for money, promissory notes, bonds and travel tickets belonging to <b>you</b> and for which the <b>business</b> is legally responsible provided that <b>you</b> are not entitled to indemnity elsewhere.
<b>Plant and equipment</b>	All permanently fixed items of a) electrical, mechanical and/or hydraulic plant and associated equipment b) fixtures and fittings in or on <b>your vehicle</b> and/or <b>trailer</b> not supplied as original equipment by the manufacturer.
<b>Stock</b>	Stock, merchandise and materials-in-trade and belonging to <b>you</b> whilst carried in or on <b>your vehicle</b> and/or <b>trailer</b> <i>other than high risk stock</i> .
<b>Subcontractor</b>	A person or business which has a contract, as an independent contractor and not as an <b>employee</b> , with <b>your business</b> to provide some portion of the work or services which <b>you</b> have agreed to perform.
<b>Sum(s) insured/ indemnity limit</b>	The specific amount(s) or indemnity limit(s) shown in the <b>schedule</b> .
<b>Tools</b>	Portable tools, tool kits, test and other equipment owned by or hired to the <b>business</b> or for which <b>you</b> are responsible including <b>employees'</b> tools carried in or on <b>your vehicle</b> and/or <b>trailer</b> .
<b>Territorial limits</b>	The territorial limits shown in the <b>schedule</b> .
<b>Trailer</b>	Any trailer and its <b>plant</b> owned by <b>you</b> or for which <b>you</b> are responsible including, but not limited, to a semi-trailer, caravan, <b>mobile unit</b> or mobile equipment or goods carrying container.
<b>United Kingdom</b>	Great Britain, Northern Ireland, Jersey, Guernsey and the Isle of Man.

## The cover

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

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

## How we will settle your claim

*Please see page 2 – Making a Claim for detailed information about how to make and manage a claim.*

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

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

### 2 Goods

We will insure your liability

#### ■ Carrier, bailee or freight forwarder

as a carrier, bailee or freight forwarder, *but not a subcontractor*, up to the **sum(s) insured** shown in the **schedule**

*other than*

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

#### ■ Containers

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

*but not*

*for any contractual liability assumed by you.*

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

### 3 Additional costs

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

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

### 4 Underinsurance

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

### 5 Reinstatement of sums insured

In the event of a **claim** **we** will not automatically reduce the **sum insured** by the amount of the **claim**. **You** will be required to pay an additional premium to keep that **sum insured** as its original level.

### 6 Excess

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

## Optional extensions

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

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

### 1 Deterioration

We will pay, up to the sum insured shown in the **schedule** for **your liability** for the deterioration in **goods in transit** in frozen, chilled or insulated conditions provided that

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

*but not*

*delay in delivery.*

### 2 Financial loss following damage to goods

financial loss arising solely from

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

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

### 3 Signwriting and lock replacement

We will,

#### a) Signwriting

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

provided that

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

#### b) Lock replacement

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

*but not*

- 1 *any loss, damage or theft not reported to the police*
- 2 *the cost of replacing the trailer's alarms or other security devices.*

## Specific conditions

### 1 Your duty of care

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

## 2 Unattended vehicles and trailers

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

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

### Specific exclusions

*This part of the policy does not cover*

- 1 unless specifically agreed by **us**, any **goods in transit** for more than seven days from dispatch to delivery
- 2 *blood and related products, human organs, medical supplies, prescription drugs, medical notes, X-rays, scans and medical waste*
- 3 **money, bullion, explosives and ammunition**
- 4 **high risk stock** unless specifically shown in the **schedule** to be insured
- 5 *loss or damage caused by*
  - a) *inventory shortages*
  - b) *the use of defective, inadequate or unsuitable packing materials*
  - c) *the incorrect packing or securing of a load*
  - d) *leakage, natural deterioration, evaporation, loss of weight or variations in temperature*
  - e) *vibration, denting, scratching or bruising*
  - f) *frost, corrosion, rust, wet or dry rot, shrinkage, dampness, dryness, marring, scratching, latent defect, inherent vice, vermin or insect*
  - g) *an existing or hidden defect*
  - h) *change in colour, flavour, texture or finish*
  - i) *mechanical or electrical breakdown, derangement or defect unless caused by external means*
  - j) *confiscation, expropriation, requisition, embargo, nationalisation, damage or destruction by order of any government, government agency or public authority*
  - k) *riot, strikes, civil commotion, lockouts or labour disturbances*
- 6 *loss of or damage to*
  - a) **tools in or on the vehicle or trailer** other than from a permanently fixed securely locked tool box
  - b) **goods, stock or trailers** whilst subject to the provisions of the Road Traffic Acts or equivalent legislation or regulation
  - c) **goods and/or stock** at the **business premises**
  - d) **goods and/or stock** relating in any way to motor **vehicles** or the motor trade such as parts, spares and accessories
  - e) **plant and equipment** insured elsewhere including under Part A – Motor, Section 2 – Your vehicle



- 7 *any loss arising from inadequate or inaccurate documentation*
- 8 *your liability under Articles 21, 24, or 26 of the CMR Convention*
- 9 *loss of or damage to household or industrial goods or those relating in any way to the motor trade, during removal or storage as allowed for in this part of the policy unless specifically shown to be covered in the schedule*
- 10 *death, injury or loss of any living creature or liability arising therefrom.*

### **Specific additional security requirements and exclusions**

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

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



## GENERAL CONDITIONS

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

### 1 Claims notification and management

**You** must, 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 12 – Cancellation on page 34.

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 and **injury**
  - b) maintain **vehicles** and **trailers** in an efficient and roadworthy condition and allow **us** access to examine them at any reasonable time
  - c) protect and keep safe and secure all **vehicles, trailers** and other insured property
  - d) observe and comply with all statutory and/or public authority legislation, regulation, requirements and obligations
- ii) not leave the keys, fobs and transmitters in or on any **unattended vehicle** or **trailer**
- iii) maintain all plant, tools and equipment in good condition and in accordance with manufacturers' instructions.

## 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 39 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 12 – Cancellation on page 34.

## 9 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 – Shared premises and changes in occupation

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

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

### D – Storage of gas cylinders

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

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

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

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

### E – Mobile units

#### 1 Gas cylinders, appliances and pipes

**You** must ensure that

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

#### 2 Fire extinguishers and fire blankets

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

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

#### 3 Cleaning

**You** must ensure that all extraction equipment, canopies, ducts, grease traps, filters and in the **mobile unit** are

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

#### 4 Deep fat frying

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

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

#### 5 Supervision

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



## 10 How we process and use your information

The information you supply may be used for insurance administration, management information including portfolio assessment, risk assessment, performance and management reporting, debt collection, offering renewal, research and statistical analysis by Tradex, its associated companies and agents, by other participating insurers and suppliers and your insurance intermediary, disclosed to regulatory bodies for monitoring and/or enforcing the insurers' compliance with any regulatory rules and codes of conduct, shared with other insurers either directly or via those acting for them such as loss adjusters, surveyors and investigators and shared with and checked against various databases, credit reference agencies, fraud prevention agencies and public bodies including the police. (For further detail, see the privacy notice on page 40.)

## 11 Cooling off period

We hope you are happy with your policy but if you are not and decide not to proceed, you have 14 days from the date you receive your policy to cancel. Any refund given will be subject to a charge for the period that cover has been in force. 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.

## 12 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](mailto: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.

## 13 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.

## 14 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.

## 15 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.

## 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 CCTV and telematics

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

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

## 18 Motor Insurance 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 Rights of recovery

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

## 20 Contracts (Rights of Third Parties) Act

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

## 21 Governing law

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

## 22 Jurisdiction

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

## 23 Acts of Parliament

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

## 24 Disagreements and disputes

### Amount of claim

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

### Other disputes

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

### Complaints

See page 44 for the full complaints procedure.



## GENERAL EXCLUSIONS

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

*This policy does not cover*

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

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

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

However, we will provide cover

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

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

### **2 Radioactive contamination**

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

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

### **3 Pollution**

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

### **4 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 **Vehicle and trailer exclusions**

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

- i) the use of the vehicle and any trailer (whether attached or not)*
  - a) air-side including the manoeuvring and ground equipment parking areas, aprons and service roads directly associated with any airport, airfield or military establishment to which aircraft have access*
  - b) within any power station, nuclear installation or establishment, refinery, bulk storage or production premises in the oil, gas or chemical industries*
- ii) any trailer and its load not complying with applicable legislation or regulation*
- iii) the vehicle and/or trailer being used to carry*
  - a) a load heavier than it is constructed to carry and/or over its specified maximum capacity*
  - b) an unstable or not properly secured load*
- iv) the carriage of any dangerous substances or goods*
  - a) listed in the Approved List of Dangerous Substances published by the Health and Safety Executive*
  - b) which require carriage in accordance with The Road Traffic (Carriage of Dangerous Substances in Road Tankers and Tank Containers) Regulations 1992 and/or The Road Traffic (Carriage of Dangerous Substances in Packages etc.) Regulations 1992 or any other relevant subsequent or similar legislation*
- v) the use of any vehicle or its attachments as a tool of trade*
- vi) the spraying of crops or dissemination by any means of any chemical or other substances whether or not for agricultural purposes.*

## 7 **Other exclusions**

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

## IF YOU HAVE AN ACCIDENT OR NEED TO CLAIM

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### Motor accidents

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

#### You must

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

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We strongly recommend that you keep a record of all information given to us and your broker, including telephone calls, copies of all letters, emails and the proposal form you completed. A copy of your proposal form will be available on request for 3 months from the date you signed it. If you require your documentation in an alternative format such as large print, please contact us or your intermediary.

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

For your policy to operate fully you MUST, at all times comply with the terms, limitations and conditions which form part of this policy. It is essential that you read the specific and general conditions as well as the exclusions to ensure that you can comply with all our requirements. Please note that, in some instances, other more specific terms, limitations, conditions and exclusions may be imposed.

## SUPPLYING INFORMATION AND NOTIFYING CHANGES

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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/or 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

- details of any incident, accident, loss or injury, whether or not you make a claim
- changes to home and/or trading addresses
- if the premises are shared, any changes in occupancy, the type of business or the processes carried out
- changes to your business activities
- 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
- for personally owned vehicles and business vehicles and if applicable stock vehicles
  - additions or disposals
  - the purpose for which the vehicle is used
  - the person who uses the vehicle most
  - any alterations or adaptations which make any vehicle different from the manufacturer's standard specification regardless of whether the changes are mechanical or cosmetic
- details of any additional drivers you have not told us about before or who are excluded from driving by the schedule or the current certificate of motor insurance
- details of any motoring convictions of any person allowed to drive or of any pending prosecution for motoring offences other than parking
- 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
- any County Court Judgements in England and Wales and/or orders or judgements for debt in other jurisdictions, criminal convictions, charges, Individual Voluntary Arrangement (IVA), bankruptcy or insolvency against you, a partner or director of the business or any person allowed to drive the vehicles
- you or any person insured by this policy being disqualified from acting as a company director for any period of time

- the business is wound up, dissolved, put into administration, a liquidator or receiver is appointed or trading is permanently discontinued
- if you are a sole trader, your entry into an Individual Voluntary Arrangement (IVA)
- 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
- changes to, problems with or the suspension of fire, security measures or other protections at the trade premises particularly if these are not operational for any reason
- if the premises are shared, any changes in occupancy, the type of business or the processes carried out
- alterations, extensions or improvements to the premises.

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

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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 to for a number of purposes including

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

We may also use your data - to recover any monies you owe us - for crime prevention in relation to fraud or money laundering. 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 incident.

### **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](mailto: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.

### **Employers' Liability Register**

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

## MOTOR INSURANCE POLICY DATABASE DISCLOSURE

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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](http://www.askMID.com).

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

## COMPLAINTS

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

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

### **How to make a complaint:**

Please contact us on: **01708 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](mailto:compliance@tradexinsurance.com)

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

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 verbal 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](mailto:complaint.info@financial-ombudsman.org.uk)  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

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

For more information visit

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

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## FINANCIAL SERVICES COMPENSATION SCHEME

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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](http://www.fscs.org.uk) or by writing to

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



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