



COMMERCIAL MOTOR PLUS POLICY SUMMARY



Commercial Motor Plus is

- Suitable for sole traders or businesses
- Designed for anyone using a commercial vehicle
- Vehicles up to 7.5 ton GVW are acceptable
- Optional extensions allow for all covers to be provided within one policy
- Annual policies or start up short period policies available

keyfacts

® The following is a summary only. For full details of the policy terms, conditions and exclusions, please refer to the policy wording which is a legal document. You may download a copy from www.tradex.com or request a copy from your broker. Underwritten by Tradex Insurance Company Limited.

Commercial Motor Plus cover choices

Policy Section	Comprehensive	Third Party Fire & Theft	Third Party Only
Motor	Included	Included	Included
Public liability	Optional	Optional	Optional
Product liability	Optional	Optional	Optional
Employers liability	Optional	Optional	Optional
Drivers personal accident	Included	Not Included	Not Included
Goods in transit	Optional	Not Included	Not Included
Legal expenses	Included	Included	Included
Road rescue	UK Roadside Assistance	Not Covered	Not Covered

Principal policy exclusions, conditions and limitations

<ul style="list-style-type: none"> - Excluding war risks, terrorism, radioactive contamination, pollution, computer virus, electronic equipment failure, mechanical or electrical breakdown. - Wilful, malicious or criminal acts including road rage, suicide or attempted suicide. - Excluding any business use not disclosed to us; a vehicle being used airside at airports, airfields, military establishments, in power or nuclear gas or chemical establishments; the carriage of dangerous substances and goods; crop spraying and dissemination of chemicals. - A vehicle or trailer carrying an unstable or insecure load or a load greater than that permitted; use as a tool of trade or being loaded or unloaded by someone other than the driver or authorised attendant. - Deliberate acts including theft or attempted theft by you, a member of your family, business associates, subcontractors and ex-employees. - Driving under the influence of alcohol, drugs or substances including medically prescribed drugs which will impair driving ability or without the appropriate licence to drive or operate the vehicle or trailer. - Theft or attempted theft committed by a person with access to keys. - Use of a vehicle for racing, competitions, speed testing, use on the Nurburgring Nordschleife, on a road, track or off-road whether the event is officially organised or informally arranged. - Riot and civil commotion in Northern Ireland or in any country which is not a member state of the European Union or the European Economic Area. - Theft of unattended vehicles without firstly having taken reasonable precautions to secure fully the vehicle and/or trailer and, if a motorcycle, in accordance with our specified security conditions. - Where the condition of a vehicle or trailer causes or contributes to an accident, cover will be restricted to our liability under the Road Traffic Acts. Any payments we make will be recovered from you, the driver or any other party who may have affected the vehicle's condition. - Excesses including the additional excess for young and inexperienced drivers. - All the conditions, requirements and precautions applying to your business must be complied with fully. 	<p>General exclusions 1, 2, 3, 4, 5 and 7iii)d)</p> <p>6 ii)a) and b), 7 i) 6 iv), vii) and x)</p> <p>6 vi), viii) and ix)</p> <p>7i)</p> <p>6i) and 6iii)</p> <p>6ii)c)</p> <p>Driver exclusions i) - iv) and Use exclusion iv)</p> <p>Section 2 – Your vehicle, Exclusion 10b)</p> <p>Section 2 – Your vehicle, Exclusion 8</p> <p>General condition 7 Conditions and clauses 3 and 4</p> <p>General condition 9A – E</p>
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Part A – Motor

Late notification of vehicle claims – (General Condition 2)

Claims reported more than 14 days after discovery of an incident leading to a claim for compensation from a third party may result in your policy being cancelled or our holding any refund of premium against payments we are obliged to make because of our Road Traffic Act liabilities. We may also recover from you any other payments we have had to make. A late notification excess will be levied. In addition, the claim for damage to your own vehicle may be prejudiced and you may forfeit any no claim bonus you have accrued.

Principal cover options	Comprehensive	Third Party, Fire & Theft	Third Party Only
Liability under the Road Traffic Acts for			
- Death or injury to other people including passengers (unlimited in amount)	Included	Included	Included
- Damage to property up to £2,000,000 (higher limits available on request)	Included	Included	Included
- Legal fees for representation at a coroners inquest, fatal accident enquiry or court of summary jurisdiction	Included	Included	Included
- Cost of defending proceedings for manslaughter or death by dangerous or careless driving up to £10,000	Included	Included	Included
- Emergency treatment fees	Included	Included	Included
- Driving other vehicles and/or motorcycles	Optional	Optional	Optional
The vehicle			
Loss or damage to vehicle by			
- Accidental Damage	Included	Excluded	Excluded
- Fire, lightning, self ignition and explosion	Included	Included	Excluded
- Theft or attempted theft or taking of the vehicle without permission	Included	Included	Excluded
- Malicious damage and vandalism	Included	Excluded	Excluded
- Storm, hail or flood	Included	Excluded	Excluded
Damage to windscreen, sun-roof and windows	Optional	Excluded	Excluded
Accessories, in-vehicle equipment, sign writing and lock replacement	Optional	Excluded	Excluded
Finance gap	Optional	Optional	Optional
Driving other vehicles and/or motorcycles	Optional	Excluded	Excluded
Both sections where applicable			
European and foreign use	Optional	Optional	Optional
Self-drive hire	Optional	Optional	Optional

Part B – Legal liabilities (non-motor)

Your schedule will show which sections are in force

Principal exclusions and conditions

These are standard exclusions which may not apply to your particular business or occupation

Motor vehicles, attached trailers and mobile plant; medical and related products; products for USA or Canada or to be used in any aircraft or watercraft.

Repairs, reinstatement, wrongful advice, intentional acts or omissions, cleaning processes or use of chemicals.

Fungus, allergens and, other than for Employers liability, asbestos.

Fines, penalties and damages.

Specific exclusions
1, 2, 4 and 8

3, 5, 6 and 7
9 and 10
11

Section 1 – Public liability

This section provides cover to meet your legal obligation to pay damages including costs and expenses for claims made against you by other parties for death, injury or damage to property occurring in connection with your business during the period of insurance in the territorial limits (United Kingdom, Isle of Man and the Channel Islands). Cover extends to include legal defence costs for health and safety at work breaches. The standard amount of cover (limit of indemnity) is £1,000,000 for each claim with the option to increase to £2,000,000 or £5,000,000. A third party property damage excess applies.

The cover

Cover options available

Extended territorial limits

Damage to leased or rented premises

Tools of trade

Application or the use of heat, solvents and glue away from your premises

Section exclusions and conditions	
<p><i>These are standard policy exclusions which may not apply to your particular business or occupation</i></p> <p>Products supplied other than food or drink consumed on your business premises but not from a mobile unit. Property belonging to or in your custody and control or property being worked on arising from such work. Work away from your premises involving the use of heat, welding and cutting. Motor vehicles and motor trade activities; manufacture, repair and any other work relating to products. Any steam driven vehicle, aircraft, aerial device, hovercraft, offshore installation and watercraft not propelled by hand. Dangerous dogs and guard dogs. Death or bodily injury to any employee or person working for you. Activities regulated by the Financial Conduct Authority.</p>	<p>Section exclusions</p> <p>1 2 and 3 4a) 4b) and 8 5 6 7 10</p>

Section 2 – Product liability	
<p>This section provides cover to meet your legal obligation to pay damages including costs and expenses for claims made against you by other parties for death, injury or damage to property occurring in connection with products sold or supplied by your business during the period of insurance in the territorial limits (United Kingdom, Isle of Man and the Channel Islands). The standard amount of cover (limit of indemnity) is £1,000,000 in any one period of insurance with the option to increase to £2,000,000 or £5,000,000. A third party property damage excess applies.</p>	<p>The cover</p>

<p>Cover options available Extended territorial limits</p>

Principal exclusions and conditions	
<p>Products imported directly into the United Kingdom, Channel Islands or the Isle of Man from outside the European Union or European Economic Area. Failure of products to perform the intended function or guarantees relating to that performance. The cost of replacing, reinstating, repairing or removing a defective product or rectifying the original work carried out. Property belonging to, held in trust for or under the custody and control of you, employees, family or household members. Injury to any employee or person working for you.</p>	<p>Section exclusions</p> <p>1a) 1b) and c) 2 3 4</p>

Employers liability	
<p><i>This is compulsory if you employ anyone including on a casual, part time or self employed basis. Family members who are employed need not be insured but it is prudent to do so.</i></p> <p>This section covers your legal liability to pay compensation to employees injured during the course of their employment in the period of insurance in the United Kingdom, Isle of Man and the Channel Islands. Cover extends to include legal defence costs for health and safety at work breaches and unsatisfied court judgments up to £250,000 in any one period of insurance. The maximum amount payable for liability is £10,000,000 but limited to £5,000,000 for a claim arising out of acts of terrorism.</p>	<p>The cover</p>

<p>Cover options available Extended territorial limits Injury to working partners or proprietors whilst working in the business</p>
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Principal exclusions and conditions	
<p>The use of vehicles where compulsory insurance or security is required under Road Traffic Act legislation (See Part A – Motor). Activities relating to sponsorship, organisation of or participation in motor competitions, racing, reliability trials or speed testing other than road safety rallies or treasure hunts. Work on, travelling or visits to or from offshore installations or support vessels.</p>	<p>The Cover, exclusions</p> <p>i) ii) iii)</p>

Part C – Driver's Personal Accident

Your schedule will show whether this part of the policy is operative

<p>Where the policyholder has opted for comprehensive vehicle cover, those insured drivers between the ages of 25 and 75 who suffer injury directly as a result of accident or assault whilst driving, getting into or out of your vehicle during the period of insurance will be covered for a maximum of £100,000 for death, loss of sight, loss of limb or permanent total disablement.</p>	<p>The cover</p>
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Principal exclusions	
<p>Injury arising from the use of a motorcycle, moped or quad bike; loading or unloading or the use of a vehicle or trailer as a tool of trade. Deliberate exposure to danger except in an attempt to save human life; resulting from the influence of drink, solvent abuse or drugs; suicide or attempted suicide, intentional self injury or provoked assault or road rage. The payment of the death benefit if an injury does not lead to death within 12 months. Injury arising as a direct result of an insured person's pre-existing conditions.</p>	<p>Specific exclusions</p> <p>1 2, 3, 4 and 5 6 9</p>

Part D – Goods in Transit

Your schedule will show whether this part of the policy is operative

Cover is optional for policyholders with comprehensive vehicle cover and is available for loss or damage to your trailers, plant and equipment, tools and stock in transit carried or towed by a vehicle owned by or hired to you in or between the territorial limits during the period of insurance. Subject to excess.	The cover
Principal exclusions and conditions	
<p>Goods in transit for more than 7 days from dispatch to delivery unless specifically agreed.</p> <p>Blood and related products, human organs, medical supplies, prescription drugs, medical notes, X-rays, scans and medical waste, money, bullion, explosives and ammunition.</p> <p>High risk stock (defined on page 38 of the policy) is excluded unless specifically shown to be insured in the schedule.</p> <p>Loss or damage caused by inventory shortages, shortage or loss of weight; defective, inadequate or unsuitable packing or securing of a load, leakage, deterioration, temperature variations; frost, corrosion, vermin, insects, scratching; an existing or hidden defect; mechanical or electrical malfunction or breakdown not caused by external means; confiscation or destruction by a government or public authority; riot, strikes, civil commotion, lockouts or labour disturbances.</p> <p>Tools in or on the vehicle or trailer other than from a permanently fixed and securely locked box; goods, stock or trailer subject to any Road Traffic legislation or regulation; goods and stock at the business premises or which relate in any way to vehicles or the motor trade.</p> <p>Death, injury or loss of any living creature.</p> <p>Theft from unattended vehicles or trailers unless the theft conditions and any specific additional security requirements are fully complied with and there is evidence of break in by force.</p> <p>If the sums insured do not represent the full value of the goods insured, the amount payable in the event of a claim will be proportionally reduced.</p>	<p>Specific exclusions 1 2 and 3 4 5 6 10 Specific condition 2 and Specific additional security requirements and exclusions How we will settle your claim 4</p>
<p>Cover options available</p> <p>Deterioration Financial loss following damage Trailer signwriting and lock replacement</p>	

Part E – Legal Expenses

<p>Cover is provided free of charge to all policyholders and will, following the insured events detailed below occurring in the specified territorial limits, pay legal costs and expenses, including the cost of appeals, up to the limits stated below for all claims in any one period of insurance provided that</p> <ul style="list-style-type: none"> - the claim always has reasonable prospects of success - proceedings are dealt with by an agreed court or other body within the territorial limits - the nominated appointed advisor is used for claims falling within the small claims court limits and also prior to proceedings being issued - a conditional fee agreement is entered into where required - claims will be discontinued if the appointed advisor refuses to continue acting on your behalf; on advice you refuse to accept a reasonable offer; you withdraw or attempt to negotiate or settle a claim; incur costs without our written permission; fines, penalties or compensation which you have to pay. 	The cover
Principal exclusions and conditions	
<p>Legal proceedings between anyone insured by the policy; disputes between you, us or your insurance broker; costs and expenses insured elsewhere.</p> <p>Disregard for the need to take all steps to avoid, limit or prevent a claim.</p> <p>Judicial reviews, claims or counter claims made against you.</p> <p>Your relationship with the appointed advisor and the application of a £500 excess where you choose your own appointed advisor.</p>	<p>Specific exclusions 1, 2 and 3 4 6 and 7 Specific condition 3</p>
Insured events	
<p>We will pay</p> <p>Uninsured Loss Recovery</p> <p>Up to £25,000 plus VAT to pursue a claim or legal action for negligence against an identifiable third party or a compensator where an event causes damage to the vehicle and/or personal property in or on the vehicle or attached caravan or trailer</p> <ul style="list-style-type: none"> - but not claims arising from or relating to a contract or to defending an action; any claim under £250 for loss of or damage to the vehicle unless we are making a recovery in which case the amount will be added to the claim; where we have refused the claim under Part A - Motor - subject to your not taking any action to recover your uninsured losses until you hear from us - where the accident was not your fault, our appointed advisor will contact you to act on your behalf to recover your uninsured losses and to make provision for a replacement vehicle. 	Insured Event 1

<p>Injury Up to £25,000 plus VAT to pursue a claim or legal action for negligence against an identifiable third party or a compensator where an event causes you injury whilst in, on or getting into or out of a vehicle - but not claims arising from or relating to a contract or to defending an action or where we have refused the claim under Part A – Motor.</p>	Uninsured Event 2
<p>Motoring Prosecutions Up to £5,000 plus VAT to defend a motoring prosecution brought against you - but not a prosecution brought for driving without insurance or valid licence; parking offences or an offence under Sections 4, 5, 6 and 7 of the Road Traffic Act 1998 or any subsequent or amending legislation; any wilful, deliberate, malicious or criminal act including road rage.</p>	Uninsured Event 3
<p>Contract Up to £10,000 plus VAT where a dispute arises out of an agreement or alleged agreement entered into by you in respect of a motor vehicle - but not an agreement for a loan, credit, hire purchase, self-drive hire, policy of insurance or any other financial product; relating to your profession, employment or a venture for gain other than the insured business; any claim where the amount in dispute is under £500.</p>	Uninsured Event 4

Part F - Road Rescue

Road Rescue is provided by Inter Partner Assistance SA and is administered by Auto Legal Protection Services Ltd (ALPS)
Your schedule will show which covers are operative

Cover is provided for up to 6 call outs in a 12 month period. Where the period of insurance is under 12 months, fewer call outs are permitted.	The cover
Principal exclusions and conditions	
Use of the vehicle outside of the terms and conditions Part A – Motor. Breakdowns occurring during the first 24 hours of the first period of insurance other than Roadside Assistance. Due to your failure to maintain and service the vehicle in accordance with the manufacturer's guidelines. Resulting from participation in motor sports; contaminated fuel; missing or broken keys. Specific additional costs and charges.	Specific Exclusions 1 2 i) 2 iv) e) 2 v) and vi) and 3 6
Roadside assistance in the United Kingdom	
Excludes any breakdown within ¼ mile of your home, business address or the address at which the vehicle is normally kept.	Section 1, Insured Event 1
<p>Cover options available</p> <ul style="list-style-type: none"> - Homestart and national recovery Assistance for breakdowns within one quarter mile of your home, business address or the address at which the vehicle is normally kept. Includes vehicle recovery, onward transportation and special medical assistance. - European Road Rescue Up to £2,500 per breakdown for pre-departure services in the United Kingdom, services whilst travelling abroad including additional expenses, repatriation or vehicle collection and a replacement driver. 	Section 1, Insured Event 2 Section 2

Essential Information

Risk management conditions

For your policy to operate fully you MUST, at all times, comply with the policy conditions which will form part of your policy. The policy wording is available to view on www.tradex.com. We strongly recommend 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 conditions and exclusions may be imposed.

Cooling off period, cancellation and refunds

If you are not happy with the policy when you receive it, you have 14 days in which to cancel. A charge will be made for the period the cover has been in force provided there has not been a claim and no incidents have occurred which may give rise to a claim. A policy charge will also be levied. Failure to pay an instalment will result in immediate policy cancellation. If you cancel the policy after the 'cooling off period', standard cancellation charges of 25% for the first month of cover and 12.5% for each subsequent month will be incurred but, if there has been a claim, the full premium remains payable. A cancellation charge of up to £25 plus Insurance Premium Tax (IPT) will be levied. If your policy is a short term one, you will not be eligible for a refund. If we cancel the policy, you may be entitled to a pro-rata refund of premium. Premium will remain payable until such time as the certificates of motor insurance and any cover notes or employers liability certificates are received by us. Cancellation procedures are detailed in the policy.

Motor Insurance Database disclosure

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. Your vehicle details will be recorded on the Motor Insurance Database(MID).

Complaints procedure

Complaints should be advised as soon as possible to your usual contact. If this is your broker, adviser or agent they will take up the complaint with us on your behalf. If insured directly with us, please write to the Compliance Officer at Victory House, 7 Selsdon Way, London E14 9GL or telephone: 0207 001 9200

If we cannot resolve your complaint immediately, we will acknowledge it within 5 working days. It will then be investigated. Our aim is to finally resolve the complaint within 8 weeks. If the complaint cannot be resolved in this time we will inform you and give reasons for the further delay and indicate when we expect to give a final response. If you remain unhappy, you should contact the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone from landline: 0800 023 4567. Telephone from mobile: 0300 123 9123. Email: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk.

Claims reporting

ALL incidents should be reported as soon as possible and in any event within 14 days.

It is ESSENTIAL that you pay particular attention to 'Late notification of vehicle claims' above as any claims reported more than 14 days after discovery of an incident leading to a claim for compensation from a third party may result in your policy being cancelled, our holding any refund of premium against payments we are obliged to make because of our Road Traffic Act liabilities. We may also recover from you any other payments we have had to make. A late notification excess will be levied. In addition, the claim for damage to your own vehicle may be prejudiced and you may forfeit any no claim bonus you have accrued.

Claims can be reported

- to the First Response Helpline on **0845 373 1300**
- by email to firstresponse@tradex.com
- by text with a brief message to **87000**

You may need to complete a claim form, which can either be downloaded from our website, obtained from your broker or directly from us.

If Windscreen claims are covered, telephone **0800 36 36 36**

If you choose not use our approved repairer to carry out a replacement or repair you will have to pay an excess of £50 for a replacement or £10 for a repair in addition to any other excesses which apply.

Financial Services Compensation Scheme

Tradex Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to receive compensation if we are unable to meet our obligations. Full details are available from the FSCS website www.fscs.org.uk.