



HOMEFLEET

POLICY

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INTRODUCTION TO YOUR POLICY

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

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

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

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

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

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



Nick Taylor
Chief Executive Officer
Tradex Insurance Company Limited

MAKING A CLAIM

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

Motor incidents

As soon as you can, please telephone the First Response Helpline on 0333 313 3131 or from abroad +44 1708 729 510, weekdays 9.00am to 5.00pm.

If you wish to notify a claim out of our business hours, please email us at newclaims@tradex.com

To make the claims process easier for you, the claims team will either text you or call you with a claim reference number and their contact details.

Send all documentation requested to:

Homefleet Claims Department, 7 Eastern Road, Romford, Essex RM1 3NH

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 20).
- You must report every incident as promptly as possible even if there is no damage or you were not at fault.
- If the vehicle has been stolen you must immediately advise the police and, if applicable, the vehicle tracing company.
- You must not drive a vehicle after an accident if it is not roadworthy or if this will, in any way, increase the damage.
- You must send us, unanswered, every writ, summons, legal process or other communication about the claim as soon as you receive it.
- You must tell us in writing immediately you or your legal representatives become aware of any prosecution, inquest or fatal accident inquiry involving anyone covered by this policy.

Windscreen

For repairs and replacement, please telephone 0800 011 3677 at any time

- If you choose not to use our approved repairer to carry out a repair or replacement you will have to pay an additional £50 excess for replacement or £10 for a repair carried out by another supplier.

GENERAL DEFINITIONS

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

Act of terrorism	An act or threatened act as set out in the Terrorism Act 2000 and which is a) carried out by any person or group(s) of persons whether acting alone, on behalf of or in connection with any organisation(s) or government(s) b) committed for political, religious, ideological or other similar purposes including the intention to influence any government and/or to intimidate the public or any section of the public and which involves any serious violence, damage to property or disruption to or interference with an electronic system, any risk to health or safety or which endangers life.
Business	Any clerical, professional and/or administrative business activity you conduct at or from your home excluding any kind of manual work or the use of any machinery other than office equipment.
Claim	A claim or series of claims arising out of one event.
Endorsement	Any variation to the terms, conditions and exclusions of this policy as shown in the schedule .
Excess(es)	The amount(s) and/or any percentage shown in the schedule or more specifically in this policy which will be deducted from each claim paid.
Family	Your spouse , children including adopted, step and foster children, parents and other relatives living permanently with you .
FCA	The Financial Conduct Authority. Information on regulated companies can be obtained either by calling the FCA Consumer Helpline free on 0800 111 6768 or by visiting their website www.fca.org.uk .
Home	Your permanent private residence at the address(es) in the United Kingdom shown in the schedule .
Indirect loss(es)	Any loss, charge or cost not directly caused by the event leading to a claim including but not limited to loss of market, loss of contract, loss of use, monetary devaluation or any other similar economic loss.
Injury	Bodily injury, death, illness, disease and/or nervous shock.
Insurer	Tradex and any other insurer defined more fully in any part or section of this policy .
IPT	Insurance Premium Tax.
Period of insurance	The period stated in the schedule for which you have paid and we have accepted the premium.
Policy	This document, schedule , endorsements and, if applicable, the certificate(s) of motor insurance read together and any word or expression to which a specific meaning has been given having the same meaning wherever it appears.
Policyholder	The person(s) named as the policyholder in the schedule .
Schedule	The document which gives details of the person or persons insured, the period of insurance , endorsements applicable, excess(es) and the cover provided by this policy .
Spouse	Your husband, wife, civil partner (as defined in the Civil Partnership Act 2004) or someone you are living with as if you are married to them.
Sum(s) insured/ indemnity limit	The specific amount(s) or indemnity limit(s) shown in the schedule .

Tradex	Tradex Insurance Company Limited. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Register number 202917. Registered Office, 7 Eastern Road, Romford, Essex RM1 3NH. Registered number 2983873.
Unattended	No-one being in, on or in a position to prevent any unauthorised interference with a vehicle, trailer and/or any contents.
United Kingdom	For the purposes of this policy , the United Kingdom includes the Channel Islands and the Isle of Man.
You/your	a) The person(s) named in the schedule as the policyholder and b) any other person defined as an insured or insured person in any individual part or section of this policy and, where applicable, their personal legal representatives.

PART A – MOTOR

The insurer for this part of the policy is Tradex Insurance Company Limited.

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.

Accessories	For the purposes of this policy , accessories include <ul style="list-style-type: none">i) any additional and supplementary equipment fitted to the vehicleii) safety equipment, child car seats and any parts kept in or on the vehicleiii) the maker's tool kit.
Agreed value	The value of your vehicle as shown in the schedule .
Agricultural vehicle	Any tractor or similar vehicle used for farming, gardening, animal care, forestry or snow clearance including the hauling of materials to deal with frost, ice, snow and animal feed and bedding.
Articulated vehicle	A goods carrying vehicle made up of a power unit and one semi-trailer.
Car	A private passenger vehicle with a maximum carrying capacity of 8 persons including the driver.
Certificate of motor	Evidence of the existence of motor insurance as required by law including, for any vehicle registered in the Channel Islands, the windscreen insurance disc.
Commercial vehicle	A vehicle used for commercial purposes or horse box of up to 7.5 tonnes gross vehicle weight where the driver is not required to have a special driving or operator's licence.
Disabled vehicle	A vehicle not capable of being moved under its own power.
DVLA	The Driving and Vehicle Licensing Authority or The Driving and Vehicle Agency Northern Ireland.
Green card	The document required by certain non European Union (EU) countries to provide proof that you have the minimum insurance cover required by law to drive in that country.
Imported vehicle	A vehicle which may have been registered in but was not originally built to be sold in the United Kingdom .
Initial period	The period shown in the schedule during which all vehicles to be insured are added to this policy until the selected common renewal date is reached.
Insurer/we/us/our	Tradex Insurance Company Limited.
Invalid form of transport	A powered wheelchair or mobility scooter.
In-vehicle equipment	Any in-vehicle entertainment system (including CDs, DVDs and cassettes), telephone and satellite navigation equipment, CB and two-way radio whilst permanently fitted to the vehicle or specifically designed to be removable or partly removable and which cannot function independently of the vehicle .
Keys	Any key, fob, entry card or other device or keyless entry system used to access and/or start the vehicle .
Market value	The current cost of replacing your vehicle with a comparable one of similar type and condition determined by reference to standard trade guides.
Minibus	A motor vehicle constructed or adapted to carry 8 or more and up to 16 passengers in addition to the driver.

Moped	A motorcycle with a maximum design speed not exceeding 30mph, weighing not more than 250kg and with an engine of 50cc or less. The definition also includes a motorcycle that can be moved by pedals if first used before 1 August 1977.
Motorcycle	A mechanically propelled vehicle, <i>not being an invalid form of transport</i> , with fewer than four wheels, the unladen weight of which does not exceed 410kg.
Quad bike	An off-road ride-on vehicle with four large wheels designed for agricultural and recreational use.
Road rage	A deliberate act by the driver or passenger of a motor vehicle which is intended to intimidate, cause harm or to damage another person's vehicle or property.
Road Traffic Act(s)	The compulsory motor insurance provisions of any road traffic laws; being any acts, laws or regulations which govern the driving or use of any motor vehicle in the United Kingdom .
SORN	The Statutory Off Road Notification to the DVLA of a vehicle registered in Great Britain or Northern Ireland.
Territorial limits	Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France including Monaco, Germany, Gibraltar, Greece, Hungary, Iceland, Italy including San Marino and Vatican City, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland including Liechtenstein.
Total loss	Where the vehicle i) has been damaged beyond economic repair or ii) repair costs exceed 75% of the market value or agreed value whichever is the greater or iii) was not recovered within six weeks of being stolen.
Trailer	For the purposes of this policy , a trailer includes but is not limited to a caravan, semi-trailer, horsebox, container or other object used for carrying goods which itself cannot be driven.
Vehicle	Any vehicle described in the schedule and current certificate of motor insurance including its accessories and in-vehicle equipment which is i) owned, registered, leased or hired under a hire purchase agreement by you ii) and where legally required, recorded on the Motor Insurance Database (MID).
You/your/insured	The person(s) named as the policyholder in the schedule and certificate of motor insurance and any other person permitted in the schedule and certificate of motor insurance to drive or use the vehicle .

SPECIFIC CONDITIONS AND CLAUSES

1 Duty of care

You must

- a) take all reasonable steps to
 - i) maintain the **vehicle** in an efficient and roadworthy condition and allow **us** access to examine it at any reasonable time
 - ii) protect and keep safe and secure all **vehicles** and insured property
- b) not leave the **keys** in the vehicle whilst **unattended**.

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

2 Deleting a vehicle – driver rated basis

Where **your** premium is based on the insured drivers and **you** delete a **vehicle** from the **policy**

- a) before the first common renewal date is reached, **you** may be entitled to a refund of the pro-rata portion of the premium provided that
 - i) a specific premium was charged for that **vehicle**
 - ii) there has not been a **claim** and no incidents have occurred which may give rise to a **claim**
 - iii) you have returned the relevant **certificate of motor insurance** to **us**
- b) after renewal, no premium will be refunded however, **you** do still have a statutory obligation to return the deleted **vehicle's certificate of motor insurance** to **us**.

3 Cancellation

If this part of the **policy** is cancelled either by **you** or **us** as set out in General condition 11 on page 22, **we** may refund a proportion of the premium, however, no refund of premium will be allowed if a **claim** has been made or an incident which may give rise to a **claim** has occurred.

Cancellation by you

You may be entitled to a refund of the pro-rata portion of the premium.

Cancellation by us

You may be entitled to a pro-rata refund of premium.

4 Instalment premiums and total losses

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

5 No claims bonus

We will, if applicable and depending on the number of **claims** arising during each twelve month **period of insurance**, increase or reduce the annual renewal premium in accordance with the standard and protected bonus scales which apply at the time. The percentage discounts which the bonuses represent are **our** standard scales as published on **our** website www.tradex.com and also available from our local offices and head office. 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 incepting, **we** may, at **our** option charge an additional premium and/or cancel the **policy**.

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

Both standard and protected no claims bonuses

- a) will be applied, depending on the basis on which the premium has been calculated, as if a separate insurance had been issued for each **vehicle** or driver shown in the **schedule**
- b) cannot be earned if the **period of insurance** is less than twelve months
- c) cannot be transferred to another person.

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

6 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**.

7 Additional excesses for young or inexperienced drivers

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

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

8 “Black box”, 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 “black box”, 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
- iii) on request, provide us with all available records, footage and memory cards relating to any incident which may give rise to a **claim**.

9 Jurisdiction

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

SPECIFIC EXTENSION

Trips in the territorial limits for up to 45 days

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

The cover shown in the **schedule** is extended to include trips in the **territorial limits** for up to 45 days provided that

- i) every trip starts and ends in the **United Kingdom**
- ii) **you** and the driver are ordinarily resident in the **United Kingdom**
- iii) the **vehicle** is registered in the **United Kingdom** and recorded on the Motor Insurance Database
- iv) all **policy** terms, conditions, exclusions and limitations apply.

Where applicable, **we** will include cover for

- a) transit by rail, air and sea (including loading and unloading) between the **United Kingdom** and/or the **territorial limits**
- b) the reimbursement of any customs duty **you** may have to pay arising directly as a result of an insured **claim**
- c) the payment of any general average contribution, salvage and sue and labour charges incurred whilst the **vehicle** is being transported by sea between the **United Kingdom** and any country in the **territorial limits** provided that damage to your **vehicle** is covered (See Section 2 – Your vehicle, pages 14 - 19).

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

SPECIFIC EXCLUSIONS

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

- 1 *the **vehicle** being driven by any person who **we** are satisfied was, at the time, under the influence of or addicted to any substance including but not limited to intoxicating liquor, substance or solvent abuse and/or a drug or drugs including those medically prescribed where the doctor and/or manufacturer has advised that the ability to drive may be impaired*
- 2 *any act of*
 - a) *actual or attempted suicide*
 - b) *wilful, deliberate or criminal damage (including but not limited to **road rage**) committed by **you** or any passenger in the **vehicle***
 - c) *theft or attempted theft committed by a person with access to the **keys***
- 3 ***your** driving or use of any **vehicle** unless **you** hold a valid and appropriate licence*
- 4 *the use of the **vehicle***
 - a) *air-side including the manoeuvring and ground equipment parking areas, aprons and service roads directly associated with any airport, airfield or military establishment to which aircraft have access*
 - b) *within any power station, nuclear installation or establishment, refinery, bulk storage or production premises in the oil, gas or chemical industries*
- 5 *the **vehicle** or **trailer** being used to carry*
 - a) *a load heavier than it is constructed to carry and/or over its specified maximum capacity*
 - b) *an unstable or insecure load*
- 6 *the carriage of any dangerous substances and/or goods*
 - a) *listed in the Approved List of Dangerous Substances published by the Health and Safety Executive*
 - b) *which require carriage in accordance with The Road Traffic (Carriage of Dangerous Substances in Road Tankers and Tank Containers) Regulations 1992 and/or The Road Traffic (Carriage of Dangerous Substances in Packages etc.) Regulations 1992 or any other relevant subsequent or similar legislation*
- 7 *the use of any **vehicle** or its attachments as a tool of trade*
- 8 *the loading and unloading of the **vehicle** or **trailer** other than on a highway, road or area to which the public has access, by anyone apart from the driver, assistant and/or attendant*
- 9 *the spraying of crops or dissemination by any means of any chemical or other substances whether or not for agricultural purposes*
- 10 ***your** failure to use all reasonable means to safeguard **your vehicle** and **your** passengers at all times.*

USES AND DRIVERS

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

Use exclusions

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

- i) *hiring or letting out **your vehicle** in return for money or reward*
- ii) *carrying and transporting passengers for money other than*
 - a) *where a mileage allowance is paid to **you** for official or agreed business duties or for the performance of a social service*
 - b) *car-sharing agreements involving the use of a **car** for social or similar purposes provided that **you** make no profit from what **you** are paid for the journey*

- iii) *the carriage of goods for money*
- iv) *use on the Nurburgring Nordschleife and/or for racing, pace making, competitions, rallies, track days, trials or speed tests either on a road, track or off-road whether the event is officially organised or informally arranged*
- v) *any purpose connected with the motor trade*
- vi) *the vehicle being used*
 - a) *in the territorial limits for more than 45 days per trip or*
 - b) *in any other country unless a green card has been issued.*

Driver exclusions

Except as required to meet our obligations under the applicable Road Traffic Acts or equivalent legislation in the United Kingdom, the territorial limits or any other country for which a green card has been issued and in which this policy is operative, *this policy excludes any liability, injury, loss, damage or indirect loss occurring whilst a vehicle is being driven by you or by any person claiming indemnity under this policy*

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

DRIVING OTHER VEHICLES

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

We will extend Section 1 – Liability to others and, provided that all insured vehicles have comprehensive cover (i.e. covers A, B, C and D as detailed on page 14 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

provided that

- a) this is allowed by the current **certificate of motor insurance** and subject always to the limits, terms, conditions and exclusions of Part A - Motor and the **policy** as a whole
- b) the borrowed vehicle is
 - 1 registered, taxed, insured and recorded on the Motor Insurance Database in the owner's name
 - 2 driven or used by **you** for no more than 7 days unless **we** have specifically agreed to an extended period in writing
- 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 **minibus**, bus, **coach**, **quad bike** or any vehicle with a gross vehicle weight over 3.5 tonnes
 - 4 a **motorcycle** which exceeds the cubic capacity limit stated against this cover in the **schedule**
 - 5 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) under Section 2 – Your vehicle, more than the **indemnity limit** for each driver shown 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
- ii) for any incident which occurs outside the **United Kingdom** unless specifically agreed by us in writing.

SECTION 1 – LIABILITY TO OTHERS

The cover

We will insure you for all the amounts you may be legally liable to pay less any **excess(es)** for accidental

- a) death of or **injury** to other people
- b) damage to property up to the limit specified in the **schedule** arising out of an incident in the **United Kingdom** and/or any country in the **territorial limits** in which cover is operative during the **period of insurance** caused by, through or in connection with the use (including the loading and unloading) of any **vehicle** shown in the **schedule** and any attached **trailer** as a direct result of

1 Driving your vehicle

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

2 Other people driving or using your vehicle with your permission

- i) your employer or business partner and/or any other person specified in the **schedule** using, driving or being in charge of the **vehicle** with your permission
- ii) any passenger travelling in, getting into or out of the **vehicle** provided there is a request by the **policyholder** to do so and provided this is allowed by the current **certificate of motor insurance** and has not been excluded by **endorsement**, exclusion or condition

3 Towing

the **vehicle** being used to tow a **trailer** or disabled vehicle as allowed by law or the manufacturer's recommended towing limit

excluding any trailer or disabled vehicle

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

4 Bike carriers, luggage and ski racks

Bike carrier, luggage and/or ski racks and attached to your **vehicle** in the course of a journey *excluding any rack or carrier not properly secured to your vehicle.*

Section condition

Unless shown otherwise in your **schedule**, we will

- a) for trips in the **territorial limits** lasting more than 45 days, provide the compulsory minimum third party indemnity cover limit in compliance with the European Union Directives and laws relating to the compulsory insurance of vehicles
- b) for trips outside the **territorial limits** and for which a **green card** has been issued, provide the minimum third party indemnity cover limit applicable in that country.

Section extensions

1 Legal personal representatives

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

2 Additional costs and fees

We will, at our option, pay for

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

Section exclusions

This section does not cover

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

SECTION 2 – YOUR VEHICLE

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

The cover

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

- A** Accidental damage other than malicious damage or vandalism
- B** Malicious damage and vandalism
- C** Fire, lightning, self-ignition and explosion
- D** Theft or attempted theft or the taking of the vehicle without your permission.

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

- a) the motor trade for service, repair, testing or examination
- b) an employee of a hotel, restaurant, car park or vehicle parking service to be 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 Making a claim on page 2 and General conditions 1, 2 and 3 on page 20 for detailed information about how to make and manage a claim.

1 Repairs

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

Please note that if **you** choose **your** own repairer, certain of the covers and services will be restricted or may not apply (see below for full details).

Second hand or reconditioned parts

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

Repairs £500 or less

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

Approved repairer

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

Own choice repairer

If **you** wish the repairs to be undertaken by a competent repairer of **your** choice, **you** must send **us** within 30 days of the date of the incident

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

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

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

Imported parts and accessories

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

Child car seats

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

2 Recovery and delivery

We will, where necessary, pay the reasonable costs of

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

3 Making a theft claim

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

- i) the **vehicle** registration documents
- ii) the MOT certificate, if applicable
- iii) a copy of the hire purchase or leasing documents or the name, address and reference number of the **finance company**
- iv) the purchase receipt
- v) photographs of the **vehicle** if **you** have any
- vi) all **keys** to the **vehicle**
- vii) the **vehicle's certificate of motor insurance**
- viii) if applicable, confirmation of the registered ownership of the **vehicle's** personalised number plate.

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

How we will settle your claim

Your vehicle

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

- a) pay for the damage to be repaired or
- b) replace the **vehicle** or
- c) make a cash settlement.

The most **we** will pay will depend on the basis on which the **vehicle** is insured but no more than **market value** or the **agreed value** shown in the schedule.

Total loss

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

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

Hire purchase or leasing agreements

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

New vehicle replacement

If the **vehicle** is damaged or stolen within twelve months of its purchase as new and its mileage is below 10,000, **we** will replace it with a new one of the same make, model and specification if, at the time of the damage, it will cost more than 60% of the manufacturer's current retail price (including taxes) to repair it or it has been stolen and not recovered within 6 weeks provided that

- i) if the same **vehicle** is no longer in production and/or is not available in the **United Kingdom**, **we** will pay **you** the lower of
 - a) the invoiced price **you** paid for the **vehicle**
 - or
 - b) the cost (including taxes) of the most similar 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 on*
- v) any interested **finance company** gives **us** their agreement
- vi) the **vehicle** becomes **our** property and **you** send **us** the registration documents.

Personal and cherished number plates

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

- i) **you** advise **us** that **you** wish **us** to do so when **you** make the **claim**
- ii) ownership is confirmed
- iii) **we** are not liable for any delay or time restraint imposed by the **DVLA** or 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

- i) reimburse **you** for any payments made for emergency treatment under any **Road Traffic Act** (if this is the only payment **we** make, **your** no claims bonus will not be affected)
- ii) pay up to
 - a) £250 per injured person and £1,000 in all for medical expenses, *other than physiotherapy treatment, arising from the accident*
 - b) £250 per injured person and £1,000 in all for treatment from a chartered physiotherapist provided that **we** have agreed the course of treatment in advance
 - c) £500 per accident 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.

Accessories and in-vehicle equipment

If **accessories** and/or **in-vehicle equipment** are stolen or damaged, **we** will at **our** option, repair, replace or pay up to 10% of the value of **your vehicle** shown in the **schedule** provided that

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

Lock and key replacement

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

- i) door, boot and hatchback locks
- ii) the ignition and/or steering lock
- iii) the lock transmitter and central locking interface

but not

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

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

Extension

Your schedule will show whether this extension is in force.

Windscreen, sunroof and window damage

For windscreen repairs and replacement telephone 0800 011 3677 at any time

We will, if **your vehicle** has comprehensive cover (i.e. Covers A, B, C and D as detailed on page 14 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** for this extension will not be applied if

- i) the damaged glass is repaired by **our** authorised supplier and/or
- ii) any other **excesses** are being applied because of more extensive damage to the **vehicle**.

In all other instances the applicable **excess** will be

- £75 or the more specific **excess** shown in the **schedule** for replacement by our authorised supplier
- An additional £50 **excess** for replacement or £10 for a repair carried out by any other supplier.

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

Optional extensions

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

1 Alternative courtesy vehicle

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

- a) cannot be driven following insured damage and **you** choose not to use the courtesy car provided by the repairer

or

- b) has been stolen

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

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

- i) authorise the repairs until the repairs are completed

or

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

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

2 Agreed value for classic vehicles

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

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

If, when **you** receive **your** renewal documents, **you** disagree with the revised **agreed value** shown, **you** must advise **us** and provide documentation to support the **agreed value** **you** require before renewal.

3 Finance gap cover

Definitions

Finance company	The finance company, bank, building society or any other lender with which you have entered into a loan or credit agreement for purchasing your vehicle .
Outstanding balance	The net balance owing to the finance company when the total loss claim is settled or, if the vehicle was stolen, the date of the settlement offer <i>excluding any arrears, credit insurance rebate, re-financing cost, deposit paid, part exchange allowance and debts, warranty charge, vehicle tax, insurance premium and any deducted excess(es)</i> .
Period of cover	The period of insurance shown in your schedule or the earlier of the date on which the <ol style="list-style-type: none">finance agreement expires, is paid off or we have paid the outstanding balancevehicle is sold or transferred to a new ownerpolicy is cancelled or not renewed.

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

- you** are not in default or arrears
- the loan or credit agreement has not been altered or amended since inception
- the **outstanding balance** is confirmed by the **finance company**
- the **total loss** occurred during the **period of cover**
- this cover
 - is not transferable from one **vehicle** to another other than where **we** have replaced it under the New vehicle replacement extension above
 - will cease immediately **you** sell or transfer ownership of the **vehicle** to another person, business, motor trader or dealer
- if either this extension, section or the whole **policy** is cancelled, **you** will not be entitled to a premium refund.

All cover under this optional extension will cease on payment of the **outstanding balance**. If **you** require cover for a replacement **vehicle**, **you** will have to advise **us** and pay the relevant additional premium.

4 SORN vehicles advised at inception or renewal

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

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

but we will not pay for

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

When **you** advise **us** in writing to reinstate the cover **we** will refund 75% of the pro-rata premium in the form of a discount against **your** next renewal provided that the **vehicle** is insured for 12 months.

5 Premium rebate for SORN vehicles declared during the period of insurance

If during the period of insurance you advise us that your vehicle has been declared to the DVLA as SORN, we will provide cover for loss or damage caused by fire or theft provided that you return your certificate of motor insurance to us immediately following notification *but we will not pay for*

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

When you advise us in writing to reinstate the cover we will refund 75% of the pro-rata premium in the form of a discount against your next renewal provided that the vehicle is insured for 12 months.

Section exclusions

This section does not cover

- 1 *Loss of value following repair, wear and tear, mechanical or electrical breakdown, failures and breakages.*
- 2 *Any indirect losses and/or hire charges including those arising from your inability to use the vehicle.*
- 3 *Damage to tyres unless caused by an accident.*
- 4 *Damage due to liquid freezing unless you have taken reasonable precautions which comply with the manufacturer's instructions.*
- 5 *Any extra costs incurred due to any parts or replacements not being available from stock held in the United Kingdom.*
- 6 *Repairs or replacements which improve the condition of the vehicle, its accessories or in-vehicle equipment unless you make a contribution towards the cost of the repair or replacement.*
- 7 *Theft or attempted theft including from an unattended vehicle unless*
 - i) *you have taken all 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) *committed by a person with access to the keys*
 - iv) *the windows, doors and other openings are closed and securely locked*
 - v) *if a convertible, the roof or hood is fitted, closed and fully secured*
 - vi) *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*
 - vii) *you have removed from view any accessories and in-vehicle equipment designed to be wholly or partly removable or portable*
 - viii) *there is evidence of forcible and violent entry or exit*
 - ix) *fraud or deception has taken place.*
- 8 *Loss or damage arising out of an incident which results in the driver of the vehicle being convicted of an*
 - i) *offence involving drink or drugs*
 - ii) *equivalent offence under the law of any other country in which this policy operates.*
- 9 *Loss or damage arising during or as a consequence of*
 - i) *earthquake occurring anywhere outside the European Union*
 - ii) *riot or civil commotion in Northern Ireland or in any country which is not a member state of the European Union or the European Economic Area unless you can prove to our satisfaction that these were not the cause of the loss or damage*
 - iii) *the operation of a tipping device*
 - iv) *repossession of the vehicle by its rightful owner.*
- 10 *Loss or damage resulting from or as a consequence of*
 - i) *the wrong fuel being put into the vehicle*
 - ii) *frost damage to the air conditioning system*
 - iii) *the vehicle being impounded or destroyed by an authorised authority*
 - iv) *mechanical, electrical or computer breakdown or wear and tear.*

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 particularly with regard to cancellation.*

1 Claims notification and management

You must

- i) within 48 hours of the occurrence or discovery advise **us**, initially by telephone and then in writing, of all incidents including assault, **road rage** or altercations which may result in a **claim** regardless of whether or not **you** are responsible
- ii) within 24 hours of discovery, tell the police about all incidents of **injury**, theft, attempted theft, vandalism, malicious acts, assault or **road rage** and obtain a crime reference number
- iii) not admit to, negotiate any payment, settle or refuse any **claim** without **our** written consent
- iv) notify **us** in writing immediately **you** or **your** personal legal representative becomes aware of any impending prosecution, inquest or fatal inquiry involving anyone covered by this **policy**
- v) immediately send **us** unanswered every writ, summons, legal process or other communication **you** receive about a **claim**
- vi) provide sufficient information to substantiate the **claim** including, if requested, the original purchase receipt and proof of the seller's identity
- vii) 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 14 days of discovery. If, as a result of late notification, **we** have to pay increased compensation and/or costs due to **our** obligations under the **Road Traffic Acts**, **we** may

- i) require **you** to reimburse any additional amounts **we** have had to pay
- ii) for **vehicle claims**, retain any premium refund due to **you**
- iii) request payment of the late notification **excess** shown in the **schedule**
- iv) cancel **your policy** by invoking General condition 11 – Cancellation on page 22.

In addition, your **claim** for damage to **your vehicle** may be prejudiced and **you** may forfeit any accrued no claim 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** and/or **your family** and anyone else entitled to indemnity under this **policy**.

4 Misleading or fraudulent claims, statements and information

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

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

We may, in addition

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

5 Your duty of care

You must

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

6 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.

7 Cessation of cover

All cover under this **policy** will end immediately if you are declared bankrupt or have entered into an Individual Voluntary Arrangement (IVA) or are disqualified from acting as a company director for any period of time.

8 Notifying changes and non-compliance

You must notify **us** in writing within 14 days of

- i) any changes to **your** circumstances or in the information given to **us** which may affect this insurance (see Supplying information and making changes on page 27 for examples of relevant changes)
- or
- 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 refuse to pay any **claim** or
- not pay any **claim** in full or
- revise the premium and/or change an **excess** or
- revise the extent of cover or the terms, conditions and/or exclusions of this **policy**.

If it becomes necessary for **us** to cancel this **policy**, **we** will do so as outlined in General condition 11 - Cancellation on page 22.

9 How we process and use your information

The information **you** supply may be used for insurance administration, management information including portfolio assessment, risk assessment, performance and management reporting, debt collection, offering renewal, research and statistical analysis by the **insurers**, their associated companies and agents and suppliers. It may also be disclosed to regulatory bodies for monitoring and/or enforcing the **insurers'** compliance with any regulatory rules and codes of conduct, shared with other insurers either directly or via those acting for them such as loss adjusters, surveyors and investigators and shared with and checked against various databases, credit reference agencies, fraud prevention agencies and public bodies including the police. (For further detail, see Data protection – information uses on page 28.)

10 Cooling off period

We hope **you** are happy with **your policy** but if **you** are not and decide not to proceed, **you** have 14 days from the date **you** receive **your policy** to cancel. Any refund given will be subject to the payment of the premium for the period that cover has been in force *unless a claim has been made or an incident which may give rise to a claim has occurred in which case the full annual premium remains payable and no refund will be allowed.*

11 Cancellation

This **policy** or any part of the **policy** will be cancelled by

- i) **you** giving **us** written instructions
- ii) **us** sending **you** 7 days notice by recorded delivery letter to the address shown in **your schedule**
- 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
- vi) **you** or anyone else covered by this insurance has not met the terms and conditions of the insurance
- v) **you** have not provided documentation requested by **us** or **your** broker (such as a copy of **your** driving licence or evidence of no claim bonus)
- vi) a change in **your** circumstances means **we** can no longer provide cover
- vii) **you** misrepresent or fail to disclose information that is relevant to **your** insurance
- viii) where **we** reasonably suspect fraud
- ix) where **you** fail to comply with the conditions of the **policy**.

If **you** pay **your** premium

Annually

you may be entitled to a refund of premium as set out in the relevant parts or sections of this **policy**.

In instalments

failure to pay an instalment may result in immediate cancellation of the **policy** and **we** will stop collecting **your** instalments but may exercise **our** right to collect the balance of the outstanding premium as set out in the relevant parts or sections of this **policy**.

Important note

Under Section 147 of the Road Traffic Act 1988 (as amended) **you** are required to return all current cover note(s) and/or **certificate(s) of motor insurance** if for any reason the **policy** is cancelled.

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 **policy.cancellation@tradex.com**.

Alternatively you may post a signed copy of your certificate of motor insurance on which you have confirmed the date and time that cover ceased to

Policy Cancellations, Underwriting Department,
Tradex Insurance Company Limited, 7 Eastern Road, Romford, Essex RM1 3NH.

The appropriate authorities will be notified and proceedings may be commenced against **you**, the costs of which **you** may be liable to pay.

If **we** cancel the **policy** and/or any additional cover options under this section **you** will be entitled to a refund of the premium paid less a proportionate deduction for the time **we** have provided cover unless **we** are entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

12 Monthly policies

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

13 Other insurances

If at the time a **claim** is made under this **policy**, another insurance exists that would cover the same loss, damage or liability, **we** will only pay our share of the **claim** except where stated otherwise in this **policy**.

14 Policy charges

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

15 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.

16 Contracts (Rights of Third Parties) Act

Any person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent or amending legislation to enforce any terms and conditions of this policy. This does not affect any right or remedy of a third party that exists or is available apart from the Act.

17 Applicable law

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

18 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.

19 Jurisdiction

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

20 Disagreements and disputes

Amount of claim

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

Other disputes

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

Complaints

See page 30 for the full complaints procedure.

GENERAL EXCLUSIONS

*The following exclusions apply to this **policy** as a whole except where varied specifically in any part and section. In addition, each part and section has its own specific exclusions which should be read carefully.*

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 to meet the minimum requirements of any relevant law including current Road Traffic legislation.

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

2 Radioactive contamination

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

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

3 Pollution

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

4 Computer virus

Any corrupting, harmful or otherwise unauthorised instruction or code (whether introduced maliciously through programming or otherwise) that propagates itself via a computer system or any type of network including, but not limited to, Trojan horses, worms and time or logic bombs.

5 Electronic equipment failure

Unless specifically amended elsewhere in this **policy**, loss, damage, cost, expense, **indirect loss** or legal liability arising directly or indirectly from the failure of any

- i) computer, related equipment, system or software
- ii) equipment, machinery or product containing, connected to or operated by means of a micro or data processor chip to recognise, accept, interpret, respond to or process any data or instruction. Any subsequent loss, damage, **indirect loss** or legal liability that is covered by this **policy** is, however, insured.

6 Government financial sanctions

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

If any such prohibition or restriction takes effect during the **period of insurance**, we may cancel this **policy** immediately by recorded delivery letter to the correspondence address shown in the schedule. You will be entitled to a pro-rata refund of premium *but not if during the current **period of insurance** you have made a **claim** or an incident has occurred which may give rise to a **claim**.*

7 Other exclusions

- i) *Any deliberate act including theft or attempted theft and any malicious act by **you**, **your family**, tenants, paying guests, employees, business partners or directors.*
- ii) *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.*
- iii) *Any loss, damage or legal liability which occurred or which was known to you before the inception of this policy.*
- iv) ***Indirect losses** of any kind incurred by you and/or your family except as specifically covered by this **policy**.*
- v) *Any loss, damage or legal liability for which compensation will be provided or, but for the existence of this **policy**, would have been provided under any other insurance, warranty, contract, legislation or guarantee.*
- vi) *Any liability **you** have accepted solely by virtue of an agreement which would not have attached had that agreement not existed.*
- vii) *Any person or property covered by any other insurance.*
- viii) *Any loss or damage arising from confiscation, requisition or destruction by or under the order of any government, public or local authority.*

IF YOU HAVE AN ACCIDENT OR NEED TO CLAIM

MOTOR ACCIDENTS

Being involved in a motor accident can be traumatic. The following will help you with some of the practical steps you will need to take to ensure that you do not unintentionally break the law and to assist us in settling your claim as quickly and efficiently as possible. The more information you can give us, the better able we will be to defend your position or, if you are at fault, settle the other party's claim quickly and so keep your renewal premium as low as possible.

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 quickly 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 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 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 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

- immediately 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.

ESSENTIAL INFORMATION – PLEASE READ

We strongly recommend that you keep a record of all information given to us, another insurer and your broker including details of telephone calls, copies of all letters, emails, the proposal form and any supplementary questionnaires you completed. If requested, a copy of your proposal form will be available for 3 months from the date you signed it. The policy is available to download on www.tradex.com. If you require your documentation in an alternative format such as large print, please contact us or your broker.

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

For your policy to operate fully you MUST, at all times comply with the terms, limitations and conditions which form part of this policy. It is essential that you read the general, specific and section conditions and exclusions to ensure that you can comply with all our requirements. Please note that your schedule will show whether other more specific terms, limitations, conditions, exclusions and excesses have been imposed.

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

SUPPLYING INFORMATION AND MAKING CHANGES

It is essential that you provide all relevant information and also advise us of any changes and particular circumstances which may affect this policy after its commencement and at renewal.

If you are not sure whether something is important or relevant, please tell us or your broker anyway as failure to do so may result in our

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

Here are some examples of changes we should be told about:

General

- a change of address
- a change of marital status or name
- a change of job, including any part-time work by you or other insured people, a change in the type of business or having no work at all
- details of any County Court Judgments in England and Wales and/or orders or judgments for debt in other jurisdictions, criminal convictions, charges or cautions, Individual Voluntary Arrangements (IVA), the bankruptcy or insolvency of you or any person insured by this policy
- you or any person insured by this policy being disqualified from acting as a company director for any period of time

Your vehicles

- a change or addition of a vehicle
- a change in the purpose for which you use the vehicle
- a change in the person who uses the vehicle most
- 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
- alterations or adaptations which make the vehicle different from the manufacturer's standard specification regardless of whether the changes are mechanical or cosmetic
- details if you or any other person allowed to drive the vehicle suffers from a disease or physical infirmity of which the DVLA, DVA or any other licencing authority are or should have been made aware such as diabetes, epilepsy or a heart condition
- details of any motoring convictions of any person allowed to drive or of any pending prosecution for motoring offences other than parking.
- details of any accident or loss, whether or not you make a claim, involving your vehicle or while you are driving someone else's vehicle.

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.

DATA PROTECTION – INFORMATION USES

For the purposes of the Data Protection Act 1998 and any subsequent or amending legislation, Tradex Insurance Company Limited (Tradex) is the Data Controller for any personal data you supply. You may, with limited exceptions and on payment of an appropriate fee, access and, if necessary, have corrected the personal data held about you. Should you wish to have such access, please write to

The Compliance Officer, Tradex Insurance Company Limited,
7 Eastern Road, Romford, Essex RM1 3NH.

We will, on request, supply details of the databases, registers and agencies to which we contribute or access.

The fact that this policy is operative signifies your consent to your information and that of anyone insured by this policy being used in the ways detailed below. More information about data protection can be found on the Information Commissioner's Office website on www.ico.gov.uk.

Sensitive data

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

Motor Insurance Database

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

Other insurers and the Motor Insurers' Bureau may search the MID to ascertain relevant policy information if you have been involved in a road accident whether in the United Kingdom or abroad. Additionally, anyone with a valid claim following a road traffic accident, including citizens of other countries, may also obtain relevant information which is held on the MID. For more information contact us or visit the Motor Insurance Database section of the MIB website on www.mib.org.uk.

Marketing

Tradex, its associated companies and agents may use your information to keep you informed by post, telephone, e-mail or other means about products and services which may be of interest to you. Your information may also be disclosed and used for these purposes after your policy has lapsed. If you do not wish your information to be used for these purposes please write to

The Marketing Department, Tradex Insurance Company Limited
7 Eastern Road, Romford, Essex RM1 3NH.

Administration, management and regulatory compliance

The information you supply may be

- used for insurance administration, debt collection, offering renewal, research and statistical analysis by Tradex, its associated companies and agents, by other participating insurers and suppliers and your insurance broker
- used for management information purposes including portfolio assessment, risk assessment, performance and management reporting
- disclosed to regulatory bodies for monitoring and/or enforcing the insurers' compliance with any regulatory rules and codes of conduct
- shared with other insurers either directly or via those acting for them such as loss adjusters, surveyors and investigators

- shared with and checked against various databases, credit reference agencies, fraud prevention agencies and public bodies including the police when you apply for, renew this insurance or make a claim.

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

Fraud detection and prevention

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

- check your identity to prevent money laundering unless you have provided us with satisfactory proof of identity
- request information from and pass claims information to the Claims and Underwriting Exchange (CUE) managed by Insurance Database Services Limited (IDSL) and the Motor Insurance Anti Fraud and Theft Register (MIAFTR) run by the Association of British Insurers (ABI)
- undertake checks against publicly available information such as the electoral roll, County Court Judgments in England and Wales and/or orders or judgments for debt in other jurisdictions, Individual Voluntary Arrangements and bankruptcy orders
- validate your claims history or that of any insured person or property involved in the policy or a claim.

MOTOR INSURANCE DATABASE DISCLOSURE

You are required to comply with the regulations relating to the Motor Insurance Database (MID) for DVLA and DVA registered vehicles. It is therefore your responsibility to ensure that the MID 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 MID.

If the vehicle's registration number is not shown correctly on your policy documents or you cannot find your vehicle on the MID, please contact us immediately. If you do not, the vehicle may be clamped, seized or destroyed and other penalties imposed including 6 points being added to the driver's licence. You can check that your correct registration number is shown in the MID at www.askMID.com.

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 show it to everyone who will be entitled to drive.

COMPLAINTS

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

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

How to make a complaint:

Please contact us on: **01708 729510**.

Alternatively, you can contact the Complaints Manager as follows:

By post:

Complaints Manager
Tradex Insurance Company Limited,
7 Eastern Road, Romford, Essex RM1 3NH

By email:

compliance@tradex.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.

Verbal complaints

Should you telephone us to make a complaint; we will aim to resolve the complaint to your satisfaction within three Business Days (business days are Monday to Friday, excluding bank/public holidays). If we are unable to resolve the complaint within this time period, 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. Please note that a final response letter will be issued within eight weeks of the date of your verbal complaint.

Written complaints

If you complain in writing, we will upon receipt; acknowledge the complaint within five Business Days and review the matter. 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. Please note that a final response letter will be issued within eight weeks of the date of your written 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 can ask the Financial Ombudsman Service to review the matter. They can be contacted using the details below:

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

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

If you have purchased one of our products online, you may submit details of your complaint via the European Online Dispute (EOD) platform. The complaint will be forwarded to the Financial Ombudsman Service. The EOD platform's website address is as follows:

(<http://ec.europa.eu/odr>).

FINANCIAL SERVICES COMPENSATION SCHEME

Tradex Insurance Company Limited 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, the FSCS will meet a maximum of 90% of any claim for compensation. In both cases, there is no upper limit. Full details are available on the FSCS website www.fscs.org.uk or by writing to

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

Note: Compulsory insurance is Section 1 – Liability to others.



Tradex Insurance Company Limited

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Email: sales@tradex.com

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