

TRADEX

The Complete Motor Trader



POLICY SUMMARY

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THE COMPLETE MOTOR TRADER POLICY SUMMARY

TRADEX

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® 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 us or your broker.

The Complete Motor Trader Policy

- is suitable for sole traders and businesses
- provides protection for all aspects of your motor trade business in one policy including
 - permanently owned business, personal, stock and customer vehicles
 - your trade premises, contents and money, interruption to the business, loss of MOT licence, legal liabilities, personal accident, vehicles and goods in transit and legal expenses
- allows for cover, sums insured and limits of indemnity to be tailored to suit your specific requirements

As soon as you receive it, you should read your policy remembering that it should be read as a whole and that you can answer **YES** to the following important questions:

- **Does the cover meet your needs** and the needs of your business?
- **Do you understand what is not covered** (the general and specific exclusions)?
- **Are you complying with the policy terms and conditions** (generally and specifically)?
- **Are you aware of your obligations to advise us of changes** during the period of insurance?

Motor Insurance Database disclosure – important

In order to comply with the regulations relating to the Motor Insurance Database (MID), you are obliged to advise us of all licensed vehicles and trade plates in your possession as well as any additions or disposals you make. This includes courtesy and short term hire vehicles. Untaxed stock vehicles and customer vehicles do not have to be added to the MID although the Motor Insurance Bureau would prefer this to be done. If you are in any doubt as to whether a vehicle should be disclosed, please contact us or your intermediary. Remember that full cover will only operate if a vehicle has been disclosed to us for MID purposes.

So that we can add or delete the vehicle details within the timescales allowed by the MID, you must advise us immediately if you make any acquisitions or disposals. If you do not, the vehicle may be clamped, seized or destroyed and other penalties imposed.

You may advise us

- Via our website www.tradex.com/mypolicy
Our preferred method carrying no policy charge
- By post or email to us or your broker
A policy charge may be levied

The policy

Principal policy exclusions, conditions and limitations	
<ul style="list-style-type: none"> - Excluding war risks, terrorism, radioactive contamination, pollution, computer virus, electronic equipment failure; faulty or defective design; without our written approval, the use of portable heating other than in the office and canteen areas of the premises. - Any deliberate, criminal or malicious act by persons associated with the policyholder including theft or attempted theft. - Riot, civil commotion resulting in action by a government or public authority or from total or partial cessation of work. - Loss or damage caused by failure to safeguard your property at all times; application of heat or paint spraying unless specifically insured; deception, other than to gain access to the home address; pressure waves. - Normal wear and tear, faulty or defective workmanship, mechanical, electrical or computer breakdown; theft or attempted theft without visible evidence of forcible and violent entry or threat of violence. - Your failure to comply fully with those duties and obligations relating to your business. 	<p>General exclusions 1, 2, 3, 4, 5, 6 and 7</p> <p>10 i)</p> <p>10 iii)</p> <p>10 iv) a), b), c), d) and f)</p> <p>10 v) b), d), f) and g)</p> <p>General Condition 9 A - R</p>

Part A - Motor

Late reporting 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.

Driver and use options	Motor Trade use	Social, domestic & pleasure	Non motor trade activities
Named drivers	Included	Optional	Optional
Any employee (age limits, restrictions, experience requirements and higher excesses may apply)	Optional	Optional	Optional
Driving other vehicles - social, domestic and pleasure use only	Not applicable	Optional	Not applicable
Specified trade plates	Included	Not allowed by law	Not allowed by law
European and foreign use	Optional	Optional	Optional
Demonstration - driving by unnamed prospective purchasers	Optional	Not applicable	Not applicable
Customers driving loan vehicles	Optional	Optional	Optional
Self-drive hire	Optional	Optional	Optional

Vehicles covered and limitations applied	Standard	Options
Steam driven vehicles	Excluded	No cover available
Vehicle transporters inclusive of trailers	Maximum 2 car capacity	May be increased as required
Specified vehicles owned by employees, directors, business partners and spouses named as drivers	Optional	May be included
Commercial vehicles	Up to 3.5 tonnes	May be increased as required
Minibuses and coaches	Excluded	Cover available for sales, service and repair only
Motorcycles	Excluded	May be included
Quad bikes	Excluded	May be included
Trailers whilst attached	Excluded	May be included

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)	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 coroner's 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 for social, domestic and pleasure use in the United Kingdom – liability only	Optional	Optional	Optional

Principal cover options continued	Comprehensive	Third Party, Fire & Theft	Third Party Only
Road risks and, if added, cover for vehicles at the trade premises			
Loss of or damage to the vehicle by			
- Accidental Damage	Included	Not available	Not available
- Fire, lightning, self ignition and explosion	Included	Included	Not available
- Theft or attempted theft or taking of the vehicle without permission	Included	Included	Not available
- Malicious damage and vandalism	Included	Not available	Not available
- Storm, hail or flood	Included	Not available	Not available
Vehicles at the trade premises (if not included, cover will exclude all vehicles parked within 100 metres of the trade premises, storage or car parking facilities)	Optional	Optional	Not available
Driving other vehicles for social, domestic and pleasure use in the United Kingdom	Optional	Optional	Optional
Damage to windscreen, sun-roof and windows – road risks	Optional	Not available	Not available
Loss of use of customer vehicles	Optional	Not available	Not available
Vehicles at premises of subcontractors, auctioneers and at car lots	Optional	Optional	Not available
Fire damage to irreparable or scrap vehicles awaiting collection	Optional	Optional	Not available
Theft and malicious damage out of business hours on forecourt or within 100 metres of trade premises (excess applies)	Optional	Optional	Not available
Conversion - vehicles purchased in the United Kingdom (excess applies)	Optional	Not available	Not available
Driver's personal accident	Optional	Not available	Not available

Principal motor exclusions, conditions and limitations	Part A, Sections 1 & 2
Late reporting of vehicle claims	General Condition 2
Driving outside the United Kingdom limited to legal minimum third party indemnity in specific European countries, full cover available on request subject to the exclusion of certain countries	Driving and the use of vehicles 1
Loss or damage to any vehicle whilst being worked on	General Exclusion 8
Injury, loss or damage, liability, cost or expense caused by any vehicle	Driving and the use of vehicles
- being used other than as permitted in the schedule and certificate of motor insurance	Exclusion 1 i)
- the driver not holding a licence to drive in the United Kingdom, Channel Islands or Isle of Man or who has held and is not disqualified or prohibited by law from holding or obtaining the licence	Exclusion 1 ii)
- being used for the carriage of passengers and/or goods for hire and reward, on the Nurburgring Nordschleife or for racing, pace making or speed testing	Exclusion 1 iii) and v)
- whilst being driven by a driver not specifically included in the schedule	Section 1, The cover 2
- by a driver who is either disqualified from driving or does not hold the appropriate licence for the vehicle	General Exclusion 9 v) and x)
- and/or trailer being used "air side" at airports, airfields or military establishments, power stations, nuclear installations, oil, gas or chemical premises or spraying of crops	General Exclusion 9 iii)
- being driven under the influence of or addiction to alcohol, drugs, medication or substance known to impair driving ability	General Exclusion 9 viii) and ix)
- carrying a load heavier than permitted or dangerous goods	General Exclusion 9 ix)
- being loaded or unloaded other than by the driver or attendant	General Exclusion 9 vi)
Any trailer and load which does not comply with legislation or regulation	General Exclusion 9 iv)
Any act of wilful, malicious or criminal damage or injury by you or any passenger including road rage	Section 2, exclusion 2
Any consequence of earthquake occurring outside European Union member states, riot and civil commotion in Northern Ireland and any other country not a member of the European Union or European Economic Area	Section 1, exclusion 1
Death or injury of employees other than as required under the Road Traffic Acts and other relevant laws	General Exclusion 10 ii)
Loss of use, loss of value following damage	Section 2, exclusion 4
Theft of or from unattended vehicles unless specific conditions are met	Section 2, exclusion 5
Theft of accessories and parts unless stolen with the vehicle	General Exclusion 10 i)
Theft, attempted theft or malicious act involving the insured, a family member or any person insured by the policy	General Exclusion 10 iv) c)
Loss of a vehicle involving theft by deception by purchasers or their agents or whilst a vehicle is being demonstrated	Section 2A - Road Risks,
Damage to a vehicle and/or a towed or carried vehicle, trailer, caravan or disabled vehicle (see Vehicles and goods in transit)	Section 1, exclusion 4

Driver's personal accident	Part A - Section 4
<i>The schedule will show if this section is in force</i>	
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 an accident or assault whilst driving, getting into or out of an insured vehicle during the period of insurance will be covered for up to a maximum of £100,000 for death, loss of sight, loss of limb or permanent total disablement.	
Principal exclusions	
Injury arising from the use of a motorcycle, moped or quad bike, loading or unloading or use as a tool of trade	Specific exclusions 1
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	2, 3, 4, 5
The payment of the death benefit if an injury does not lead to death within 12 months	6
Injury arising as a direct result of an insured person's pre-existing condition	9

Part B – Material damage

The schedule will show which sections of this part of the policy are in force

Buildings, contents and stock	Part B – Section 1
Cover options and extensions available	
Some trades may not be eligible for the full range of covers. Cover is provided on an All Risks basis. Declared value basis of claims settlement available for buildings, tenants' improvements and contents.	
Buildings / tenants' improvements	Rent payable or receivable
Contents	Business and computer equipment away from the premises
Stock and high risk stock	Computer breakdown
Subsidence, landslip or heave	Money, business credit cards and assault

Extensions, limitations and claims settlement	
The amount paid will be proportionately reduced where, for declared value reinstatement, the sum insured is less than 85% of the total value of the insured property and, for standard reinstatement, where the value is less than the sum insured.	How we will settle your claim Note: Some of the limits below may be increased on request
Obsolete buildings	Limitations apply
Computer equipment	Limitations apply
Debris removal costs following damage, machinery re-erection costs and asbestos removal	Provided within the sum(s) insured - limitations apply
Showroom and ground floor glass and moveable framework	£5,000 per claim
Signs, canopies and kiosks	£1,000 per claim
Tools	£1,000 per item
Business books and records	£5,000 per claim and £10,000 per period of insurance
Patterns, moulds, art, antiques and associated items	£1,000 per item or set
Stock and high risk stock	£1,000 per item or set but, for theft of alcohol, tobacco, crash helmets, bicycles, miniature vehicles, clothing & accessories limited to £2,500 in total per claim and £5,000 in total in any period of insurance
Temporary building repairs and boarding up	Reasonable costs incurred
Costs and expenses incurred to avoid further damage to the property insured	£5,000 per claim
Repairing theft damage to buildings when contents and not buildings are insured – conditions apply	10% of contents sum insured
Damage to underground services if buildings are insured	5% of relevant sum insured
Capital additions increase to sums insured – conditions apply	The lower of 10% of the relevant sum insured or £50,000
Lock replacement for buildings, safe or strongroom	£1,000 per occurrence
Temporary removal within the United Kingdom for up to 21 days of business documents and the like as well as contents, stock and high risk stock, for repair, service or treatment	10% of the applicable sum insured or limit
Exhibitions, trade fairs and motor shows – exclusions apply	10% of applicable sums insured to a maximum of £5,000
Tracing and accessing water or oil leaks	£2,500 per claim
Additional metered water charges	£1,000 per period of insurance
Escape of fuel or oil	£1,000 per period of insurance
Contamination of fuel in tanks	The lower of £5,000 or 25% of the sum insured
Damage by emergency services to landscaped grounds	£2,500 per period of insurance
Personal effects	£500 per person

Principal exclusions	
Property more specifically insured and any damage excluded in the policy	Specific exclusions 1 and 2
Damage to	
- fences and gates by flood, wind, rain, sleet or snow	3 a)
- structures caused by collapse, cracking or weight of snow	3 b)
- insured property in the course of construction or erection	3 c)
- fixed machinery in the open and moveable plant other than by fire, explosion, earthquake, riot, civil commotion or impact	3 e)
- equipment, machinery and plant by electrical or mechanical failure, short circuiting, self heating or electricity leakage (subsequent insured damage is covered)	3 f)
- machinery, plant and equipment requiring statutory inspection if there is no inspection contract in force (subsequent insured damage is covered)	3 g)
- glass already damaged at inception; not extending through its entire thickness; whilst being installed, removed, during any work on the buildings (includes framework, signs and sanitary ware); framework dilapidation, contraction or other movement	3 d) i) – iv) and 6 e)
Theft or attempted theft of stock, high risk stock, tools or fixed machinery in the open and moveable plant unless violence has been threatened; tools outside business hours unless specific conditions are met; moveable plant and property including by malicious damage unless specifically insured; from shared premises unless there is evidence of forcible and violent entry or exit from your part of the premises	4 a) – d)
Damage caused by, resulting from or as a consequence of bursting, failure, cracking or fracturing of boilers and the like not used exclusively for domestic purposes; production, repair, treatment, testing or similar processes; use of tools (subsequent insured damage is covered)	5
Damage caused by or as a consequence of	6 a) – d)
- subsidence, heave or landslip; normal settlement or bedding down; the withholding of water, gas, electricity or fuel supplies	
- malicious damage or vandalism not resulting in fire or explosion and other specific causes when a building or part of a building is empty or unused	
Cost of replacing tubes or bulbs in undamaged signs; mechanical or electrical sign failure	
Money, credit cards, medals, bullion, furs, jewellery, items made from precious metals and stones; art, antiques, sculptures; rare books, coin and stamp collections, explosives, ammunition, growing crops, plants and trees	7 and 6 f) 8 and 9

Money, business credit cards and assault	Part B – Section 2
Up to the sums insured for loss of money or other defined financial instruments on the trade premises during working hours, in transit, away from the trade premises in your custody including at the homes of directors, business partners or authorised employees and in a bank night safe.	
Principal section exclusions	
Fraud or dishonesty of directors, partners, employees or family members not discovered within 7 days	Specific exclusions 1
Depreciation, confiscation or shortages due to errors or omissions	2
Losses caused by or contributed to by anyone lawfully on the trade premises; excluded elsewhere in the policy or those recoverable elsewhere	3 and 4
Money exclusions, conditions and limitations	
Theft damage to franking machines, cash boxes, tills, safes or strongrooms, £1,000 per claim	The cover 1 a) – c)
Losses resulting from the use of keys or combination codes left on trade premises when unattended or out of business hours; theft with no evidence of forcible and violent entry or exit; malfunction of franking or vending machines	
Losses not reported to police on discovery	2 a)
Losses from a non-approved safe, till or cash register out of business hours or from unattended vehicles	2 b), c) and e)
Losses in excess of	2 d) i) – iv)
- £100 from vending machines or coin or token operated equipment	
- £250 from any part of the trade premises which is unattended during business hours other than from a locked safe or strongroom	
- £500 at your home or that of an authorised director, business partner or employee other than from an approved locked safe	
- £2,500 or the amount shown in schedule for unused vehicle excise licences (tax discs), but not for losses out of business hours other than from a locked safe or strongroom	
Complete and up to date records of money and employees remuneration to be kept securely but not in the same safe or strongroom where money is kept	Specific condition i)
Other than non-negotiable instruments	Specific condition ii)
- money in transit by able bodied employees limited to £2,500 person and if higher amounts are carried, the money must be divided equally between them	
- professional security carrier to be used for amounts over £10,000	
Business credit card cover, exclusions, conditions and limitations	
Unauthorised or fraudulent use anywhere in the world of business credit cards issued in the United Kingdom	£2,500 per claim. £5,000 per period of insurance
Excluding losses not reported immediately to the appropriate bodies; breaches of terms and conditions and those recoverable elsewhere	b) – d)
Assault exclusions, conditions and limitations	
A maximum of £10,000 for injury or death resulting from physical assault, robbery or hold up	The cover

Part C – Business interruption and loss of MOT licence

The schedule will show if this part of the policy is in force and which optional extensions apply

Provides cover if your business is affected by damage insured under the Material Damage part of the policy. Cover can include gross profit lost as a result of the loss or damage, reasonable additional expenses incurred to maintain turnover e.g. setting up temporary premises and the recovery of outstanding debts which cannot be traced. You may choose an indemnity period of between 12 and 36 months for loss of gross profit and either 6 months or 12 months for increase in costs of working cover. The period starts when the damage occurs and ends when the business is no longer affected by the damage or the chosen indemnity period ends.	
Cover options and extensions available	
Loss of gross profit	Other premises in the United Kingdom
Increase in costs of working	Temporary removal of accounts and business records
Outstanding debit balances	Loss of MOT licence
Principal exclusions, conditions and limitations	
No cover if the business is discontinued permanently, a liquidator or receiver is appointed or a sole trader being declared bankrupt, insolvent or entering into an Individual Voluntary Arrangement Penalties for underinsurance	The cover How we will settle your claim 4
Optional extensions	
Up to 10% of the sum insured for interruption of the business following damage at the premises of regular suppliers, customers, subcontractors, contract sites, exhibitions, trade fairs, motor shows and where property and vehicles are being stored or are in transit	1
Up to 10% of the outstanding debit balances sum insured for the temporary removal of accounts and business records from the business premises – conditions apply	2
The suspension or withdrawal of the MOT licence by the Department of Transport resulting in loss of income – conditions and exclusions apply	3

Part D – Legal liabilities (non motor)

The schedule will show which sections of this part of the policy are in force

Cover options available		
Public liability	Product liability and sales and service indemnity	Employers liability
Extended territorial limits Damage to leased or rented premises Tools of trade Application of heat at and away from the premises Use of spray painting at the premises	Extended territorial limits Merchantable quality	Extended territorial limits Injuries to working partners or proprietors

Principal liability exclusions and conditions	
Vehicles and other property held in trust by you or under your custody and control Property worked upon, cleaning processes and defective workmanship Products for USA or Canada and those in or incorporated into aircraft, aerial devices and watercraft Wrongful advice, intentional acts or omissions Stripping, dismantling and storing of vehicle wrecks and carcasses Fines, penalties and damages, fungus and allergens Death of or injury to employees (See employers liability)	Specific exclusions 1 2 and 6 3 and 8 4 and 5 7 9 and 10 Section 1 exclusion 9 and Section 2 exclusion 7

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. An excess applies.	
Principal public liability exclusions and conditions	
Product liability and Sales and Service Indemnity Property including vehicles and their contents held in trust by or in the custody and control of you or employees Property worked upon and defective workmanship Application of heat and spray painting unless specifically insured and the conditions of cover and General Condition 9 L and/or M have been complied with Liability under the Road Traffic Acts Any steam driven vehicle, aircraft, aerial device, hovercraft, offshore installation and watercraft not propelled by hand Dangerous dogs and guard dogs Asbestos	Section exclusions 2 3 4 and 11 5 6 7 8 14

Section 2 – Product liability and sales and service indemnity

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) and arising directly from motor trade activities including pre-delivery checks, sales, supply of vehicles and the fitting of accessories, spare parts and other products. Cover is also provided for MOT examinations and legal defence costs for prosecutions under the Consumer Protection and Food Safety Acts. The standard amount of cover (limit of indemnity) is £1,000,000 for all claims in any one period of insurance with the option to increase to £2,000,000 or £5,000,000. An excess applies.

Principal section exclusions and conditions

Caused by driving or use of vehicles	Section exclusions 2
Products of every kind imported directly or indirectly from any country outside the European Union or European Economic Area	3 a)
Sale or supply of used tyres or remoulded tyres not from recognised suppliers; sale or use of second hand parts, components or units; failure of any product to perform its intended function	3 b), c) and d)
Cost or expense of replacing, repairing, recalling any product or rectifying original work carried out	4 a) and b)
Asbestos	8

Section 3 – Employers liability

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 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 maximum amount payable for liability is £10,000,000 but limited to £5,000,000 for a claim arising out of acts of terrorism. Cover for unsatisfied court judgments is provided up to £250,000 in any one period of insurance.

Principal section exclusions and conditions

Use of vehicles where compulsory insurance or security is needed under Road Traffic legislation	The cover, exclusions i)
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	ii)
Work on, travelling or visits to or from offshore installations or support vessels	iii)

Part E – Personal accident

The schedule will show if this part of the policy is in force

This optional part of the policy provides cover for insured persons resident in the United Kingdom aged between 16 and 75 who suffer injury directly resulting in death or the outcomes specified during the period of insurance. The amount paid will be based on the percentage for each injury shown in the policy. The maximum payable where more than one person is injured in the same accident is £300,000 which will be allocated in equal proportions. Cover includes temporary total disablement for which weekly compensation is paid after a 4 week wait and then 4 weekly in arrears. Cover, but not for temporary total disablement, is also available for spouses and children not employed by the business.

Principal limitations, exclusions and conditions

Death must occur within 12 months of the accident for the death benefit to be paid.	The cover i)
The maximum payable for any one insured person is the death benefit other than payments which have been made for temporary total disablement which will cease when any other payment is made	ii) and iii) c)
Pre-existing conditions will be taken into account in determining the amount to be paid	vi)
No cover for death or injury arising solely from participation in sports or leisure activities	vii)
Excluding	Specific exclusions
- provoked assault or fighting except in self-defence; deliberate exposure to exceptional danger except in an attempt to save a human life; suicide, attempted suicide or intentional self injury; wilful, deliberate, criminal or malicious injury; dangerous, reckless driving or road rage	2, 4, 6
- injury as a result of an insured person working or travelling against medical advice; driving, using or getting onto or off a motorcycle, moped or quad bike; loading, unloading or using a vehicle as a tool of trade; practising for or taking part in any speed or time trial or race other than on foot; flying or other aerial activity other than as a fare paying passenger in a commercial airline; serving with any of the armed forces in any capacity; participating in winter sports other than skating or curling; diving with the aid of breathing apparatus; potholing; hunting; rock climbing and/or mountaineering normally involving the use of ropes or guides	3 a) - h)
- injuries resulting from alcohol, solvent abuse, drug(s) including those medically prescribed which may impair an insured persons' normal activities	5
- injury resulting from pre-existing conditions, HIV/AIDS; gradually developing physical deterioration	7 a) - c)
- the cost of providing medical records and reports	9
Death benefit will be paid following the disappearance of an insured person for more than 180 days subject to a signed undertaking that the amount will be returned if the insured person is found alive	Specific condition 4

Part F – Vehicles and goods in transit

Cover is optional and available for loss of or damage to your trailers as well as vehicles, plant and equipment, tools and stock in transit carried or towed by a vehicle owned by or hired to you. Transits are covered for the duration of a journey lasting no more than seven days from despatch to delivery in or between the territorial limits during the period of insurance.

Cover options available

Trailer signwriting and lock replacement

Financial loss following damage to goods – conditions apply

Principal vehicle and goods in transit exclusions and conditions

<p>Loss or damage caused by</p> <ul style="list-style-type: none"> - inventory shortages, shortage in or loss of weight, inadequate or unsuitable packing or securing of a load, leakage, deterioration or change in temperature, frost, corrosion, vermin, insects, scratching; existing or hidden defects - mechanical or electrical malfunction or breakdown not caused by an external means - confiscation or destruction by a government or public authority - riot, civil commotion, lockouts or labour disturbances <p>Loss of or damage to</p> <ul style="list-style-type: none"> - fuel, oil, money, stamps, electronic and audio equipment and associated goods, precious metals, gems and jewellery, cigarettes and alcohol, non-ferrous metals, explosives - tools in or on the vehicle or trailer unless from a permanently fixed and securely locked box - vehicles, goods and trailers subject to any Road Traffic legislation or regulation - goods at the trade premises <p>Death, injury or loss of any living creature</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>Theft from unattended vehicles and trailers where</p> <ul style="list-style-type: none"> - all windows and doors have not been securely locked and the keys removed and access has not been gained by forcible and violent means - the trailer is not secured to the vehicle with an appropriate locking device or, if not attached, fitted with a heavy duty hitch lock and wheel clamp <p>Theft from unattended vehicles and trailers where the specific security requirements and storage conditions imposed have not been complied with fully</p>	<p>The Cover, exclusions</p> <p>2 a), b), c), d), e), f)</p> <p>2 h)</p> <p>2 i)</p> <p>2 j)</p> <p>3 a)</p> <p>3 b) and Specific condition 2 iv)</p> <p>3 c)</p> <p>3 e)</p> <p>4</p> <p>Specific condition 1</p> <p>Specific condition</p> <p>2 i), ii), iii)</p> <p>2 v)</p> <p>Specific additional security requirements and exclusions</p>
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Part G – Legal expenses

Your schedule will show which sections of this part of the policy are in force

This optional cover will pay the legal costs and expenses as per the Insured Events detailed below (including the cost of appeals) for all claims occurring in the territorial limits specified in any one period of insurance provided that

- 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
- claims will be discontinued if the appointed advisor refuses to continue acting; 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, compensation or opponents costs you have to pay.

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</p>	<p>Specific exclusions</p> <p>1 – 3</p> <p>4</p> <p>6 and 7</p> <p>Specific conditions 2 and 3</p>
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Insured events

We will pay

Uninsured loss recovery

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

- 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

Insured events continued	
<p>Personal 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</p> <ul style="list-style-type: none"> - 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 	Insured Event 2
<p>Motoring prosecutions Up to £5,000 plus VAT to defend a motoring prosecution brought against you</p> <ul style="list-style-type: none"> - 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, - wilful, deliberate, malicious or criminal acts including but not limited to road rage 	Insured 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</p> <ul style="list-style-type: none"> - 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 your business insured by the policy, any claim where the amount in dispute is under £500 	Insured Event 4

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 of up to £25 plus Insurance Premium Tax (IPT) be levied.

If you cancel the policy after the 'cooling off period' you may under

- Part A – Motor, be entitled to a refund of the pro-rata portion of the premium less 25%. A policy charge of up to £100 plus IPT will be levied.
- Parts B – Material damage, C – Business interruption and loss of MOT licence, D – Legal liabilities and F – Vehicles and goods in transit be entitled to a pro-rata refund of premium. A policy charge of up to £25 plus IPT will be levied.

No premium refunds will be given under Parts E – Personal accident and G – Legal Expenses.

In all instances, the full premium will remain payable if there has been a claim or an incident has occurred which may give rise to a claim.

Where you pay your premium by a deferred payment scheme of any kind, FAILURE TO PAY an instalment will result in the cancellation of the policy from the date of the default and NOT the date we notify you. If your policy is a short term one i.e. the insurance period is under 12 months, 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 have been received by us.

Full cancellation conditions and procedures are detailed in the policy.

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 telephone or write to the Compliance Officer at Victory House, 7 Selsdon Way, London E14 9GL. 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' on page 2 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 newclaims@tradex.com

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**

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

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.

TRADEX



TRADEX tradex.com

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