



# **THE MOTOR TRADER POLICY**

## CONTENTS

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<b>Introduction to your policy</b>	1	<b>Part B – Legal liabilities</b>	22
<b>Making a claim</b>	2	Definitions	22
<b>General definitions</b>	3	Exclusions	23
<b>Part A – Motor</b>	6	Clauses and extensions	23
Definitions	6	<b>Section 1 – Public liability</b>	25
Conditions and clauses	8	• The cover	25
The cover	9	• Exclusions	25
Uses and drivers	9	• Extensions	26
Optional extensions	10	• Optional extensions	27
• European and foreign use	10	<b>Section 2 – Product liability and sales and service indemnity</b>	29
• Demonstration	11	• The cover	29
• Customer loan vehicles	11	• Exclusions	29
<b>Section 1 – Third party liability</b>	12	• Optional extensions	30
• The cover	12	<b>Section 3 – Employers liability</b>	30
• Extensions	12	• Definitions	30
• Exclusions	13	• The cover	30
<b>Section 2 – Vehicles on the road and at the trade premises</b>	13	• Optional extensions	31
• Making a claim	13	<b>Part C – Vehicles and goods in transit</b>	32
• How we will settle your claim	14	Definitions	32
• Additional security requirements and exclusions	16	The cover	33
• Exclusions	16	How we will settle your claim	33
<b>A Vehicles on the road (road risks)</b>	18	Conditions	33
The cover	18	Exclusions	34
Optional extensions	18	Additional security requirements and exclusions	34
Exclusions	19	Optional extensions	35
<b>B Vehicles at trade premises</b>	19	<b>General conditions</b>	36
The cover	19	<b>General exclusions</b>	44
Conditions	20	<b>Important information – please read</b>	48
Exclusions	21	Supplying information and making changes	48
Extensions	21	Motor Insurance Policy Database disclosure	53
		Complaints	53
		Financial Services Compensation Scheme	54

## INTRODUCTION TO YOUR POLICY

Thank you for choosing The Motor Trader from Tradex Insurance Company Limited to provide insurance protection for your motor trade business.

This policy is a legal contract which is based on the information you supplied when you applied for this insurance. Insurers rely on that information to decide what cover to provide and how much you will pay. It is therefore essential that all the information given is complete and accurate and that you have not withheld or misrepresented any facts and circumstances 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 to the information already given. See General Condition 8 - Notifying changes and non-compliance and the list given on pages 48 and 49 for more information about what should be notified to us and when. If you are not sure whether something is important or relevant, please tell us anyway as failure to do so may invalidate your insurance, result in it not operating fully or a claim payment being reduced.

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

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

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



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

## MAKING A CLAIM

**As soon as you can, please telephone the First Response Helpline on 0333 313 3131 or from abroad +44 1708 971 000.**

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

### Please note

- So as not to prejudice your claim, you must report all incidents to us within the timescales set out in General conditions 1 and 2 (see page 36).
- If a camera, digital CCTV recording system and/or telematics is fitted to your vehicle you must, within 48 hours of the incident, provide us with all records, footage and/or memory cards.
- You must report every incident as promptly as possible even if there is no damage to your vehicle or you were not at fault.
- If the vehicle has been stolen, you must upon discovery
  - advise the police and inform us of the crime reference number
  - and if applicable, the vehicle tracing company.
- We will require full details of the incident including the names and addresses of all others involved including witnesses, if any.
- You must send us, unanswered, every writ, summons, documents relating to proceedings or other communication about the incident as soon as you receive it.
- You must tell us in writing immediately you or your legal representatives become aware of any prosecution, inquest or fatal accident inquiry involving anyone covered by this policy and include any related documents.
- Where someone is claiming for injury the rules require insurers to make a decision on liability within a very limited timescale. Delays in notification can significantly increase the cost of the claim.
- All claims for injury or non-injury can be reported directly to insurers by solicitors or other representatives acting on behalf of people making a claim against you.
- Where we are notified of the claim by someone other than you, we will contact you. If you do not respond to us within 48 hours of our contact with you, and provide full details of the incident, we will make a decision on liability based on the information supplied by the third party or their representative. This could affect your entitlement to a no claims discount and result in the premiums you are asked to pay in the future being increased.
- Send all documentation requested to  
Tradex Claims Department, 7 Eastern Road, Romford RM1 3NH.  
Email: [firstresponse@tradex.com](mailto:firstresponse@tradex.com)

### Windscreen

**If you have cover, please telephone 0330 124 6546 at any time for both repairs and replacement.**

### Please note

- If you choose not to use our approved repairer to carry out a repair or replacement to the windscreen you will have to pay an additional excess of £50 for a replacement or £10 for a repair carried out by another supplier unless this is with our prior agreement.

## GENERAL DEFINITIONS

*The words and phrases 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.*

<b>Accessories</b>	For the purposes of this <b>policy</b> , <b>accessories</b> include <ul style="list-style-type: none"> <li>i) any additional and supplementary equipment fitted to the <b>vehicle</b></li> <li>ii) safety equipment, child car seats and any parts kept in or on the <b>vehicle</b></li> <li>iii) the maker's tool kit.</li> </ul>
<b>Act of terrorism</b>	An act or threatened act as set out in the Terrorism Act 2000 and which is <ul style="list-style-type: none"> <li>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)</li> <li>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.</li> </ul>
<b>Additional occupation</b>	Any occupation and/or <b>business</b> activity in the <b>United Kingdom</b> not related to <b>your business</b> .
<b>Alarm</b>	An electronic <b>vehicle alarm</b> which provides an audible warning of interference with <ul style="list-style-type: none"> <li>a) either the <b>vehicle's</b> perimeter or ignition and detects movement in the passenger compartment</li> <li>b) the <b>vehicle's</b> goods compartment and/or <b>trailer</b>.</li> </ul>
<b>Asbestos</b>	<b>Asbestos</b> and any derivative of <b>asbestos</b> including products or materials containing any <b>asbestos</b> fibres or particles in any form.
<b>Business</b>	The <b>business</b> which <b>you</b> operate in the <b>United Kingdom</b> as shown in the <b>schedule</b> .
<b>Business Day</b>	Monday to Friday excluding bank and public holidays.
<b>Business hours</b>	The hours during which <b>your trade premises</b> are occupied for <b>business</b> purposes by <b>you</b> or an authorised <b>employee</b> .
<b>Business vehicle(s)</b>	Any <b>vehicle</b> owned, registered, leased or hired under a hire purchase agreement to the <b>business</b> .
<b>Certificate of motor insurance</b>	Evidence of the existence of motor insurance as required by law.
<b>Claim</b>	A <b>claim</b> or series of claims arising out of one incident or event.
<b>Computer Network</b>	A group of <b>Computer Systems</b> and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
<b>Computer System</b>	Any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or <b>data</b> storage device or system, networking equipment or back up facility.
<b>Data</b>	Information used, accessed, processed, transmitted or stored by a <b>Computer System</b> .
<b>DVA</b>	The Driving and Vehicle Agency Northern Ireland.
<b>DVLA</b>	The Driving and Vehicle Licensing Authority. <b>Note:</b> For details of information held about <b>you</b> by the <b>DVLA</b> or <b>DVA</b> , go to <a href="http://www.gov.uk/government/organisations/driver-and-vehicle-licensing-agency">www.gov.uk/government/organisations/driver-and-vehicle-licensing-agency</a> or, if applicable, <a href="http://www.nidirect.gov.uk">www.nidirect.gov.uk</a> .
<b>Employee</b>	A person who, under the terms of the Employers' Liability (Compulsory Insurance) Act 1969, has entered into or works under a contract of service or apprenticeship with the <b>business</b> whether the contract is expressed or implied, oral or in writing including anyone <ul style="list-style-type: none"> <li>a) hired or lent to <b>you</b> or borrowed by <b>you</b></li> <li>b) supplied to <b>you</b> or employed by <b>you</b> under <b>your</b> control or supervision</li> <li>c) who is self employed and working under <b>your</b> control or supervision</li> <li>d) who is a prospective employee whose suitability for employment is being assessed by <b>you</b>.</li> </ul>

Endorsement	Any variation to the printed terms of this <b>policy</b> as shown in the <b>schedule</b> .
Excess(es)	The amount(s) and/or any percentages shown in the <b>policy</b> and/or <b>schedule</b> which will be deducted from each <b>claim</b> paid.
Family	<b>Your spouse, your own</b> , adopted, foster or step children, parents and any relatives living permanently with <b>you</b> .
FCA	The Financial Conduct Authority. <i><b>Note:</b> Information on regulated companies can be obtained either by calling the FCA Consumer Helpline on 0800 111 6768 or by visiting their website <a href="http://www.fca.org.uk">www.fca.org.uk</a>.</i>
Home	<b>Your</b> permanent private residence in the <b>United Kingdom</b> which is not part of, or connected to, and is not used as <b>your trade premises</b> .
Immobiliser	A device which prevents the <b>vehicle</b> being started either without a <b>key</b> for that <b>vehicle</b> or by application of a code relevant only to that <b>vehicle</b> .
Indirect loss(es)	Any loss, charge or cost not directly caused by the event leading to a <b>claim</b> including but not limited to loss of market, loss of contract, loss of use, monetary devaluation or any other similar economic loss.
Injury	Bodily <b>injury</b> , illness, disease and/or nervous shock.
IPT	Insurance Premium Tax.
MIPD	Motor Insurance Policy Database.
Period of insurance	The period stated in the <b>schedule</b> , for which <b>you</b> have paid and <b>we</b> have accepted the premium.
Policy	This document, <b>schedule</b> , <b>endorsements</b> and, if applicable, the <b>certificate(s) of motor insurance</b> read together and any word or expression to which a specific meaning has been given having the same meaning wherever it appears.
Policyholder	The <b>business</b> and/or person(s) named as the <b>policyholder</b> in the <b>schedule</b> .
Road rage	A deliberate act by the driver or passenger of a motor <b>vehicle</b> which is intended to intimidate, cause harm to other people or damage to their <b>vehicles</b> or property.
Road Traffic Act(s)	The compulsory motor insurance provisions of any road traffic acts, laws or regulations which govern the driving or use of any motor <b>vehicle</b> in the <b>United Kingdom</b> .
Schedule	The document which gives details of the <b>policyholder</b> , or named driver, the <b>period of insurance</b> , <b>sums insured</b> , <b>endorsements</b> applicable, <b>excesses</b> and the cover in force.
Spouse	<b>Your</b> husband, wife, civil partner (as defined in the Civil Partnership Act 2004) or someone <b>you</b> are living with as if <b>you</b> are married to them.
Subcontractor	A person or <b>business</b> in the <b>United Kingdom</b> which has a contract, as an independent contractor and not as an <b>employee</b> , with <b>your business</b> to provide some portion of the work or services which <b>you</b> have agreed to perform.
Sum(s) insured/ indemnity limit	The specific amount(s) or indemnity limit(s) shown in the <b>schedule</b> which set out the <b>policy's</b> financial limits.
Territorial limits	The <b>United Kingdom</b> unless defined more specifically in any part or section of the <b>policy</b> or stated otherwise in the <b>schedule</b> .
Total loss	Where the <b>vehicle</b> i) has been damaged beyond economic repair or ii) was stolen but not recovered.
Trade premises	The permanent trading address(es) shown in the <b>schedule</b> from which <b>you</b> conduct the <b>business</b> .
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.

<b>Trailer</b>	A <b>trailer</b> includes a semi-trailer, tandem trailer, mobile equipment, goods carrying container or other object which can be towed but which cannot itself be driven.
<b>Unattended</b>	No-one being in, on or in a position to prevent any unauthorised interference with a <b>vehicle</b> , <b>trailer</b> and/or the goods in transit.
<b>United Kingdom</b>	For the purposes of this <b>policy</b> , the United Kingdom includes the Channel Islands and the Isle of Man.
<b>We/us/our/the insurer</b>	<b>Tradex</b> or any other insurer more fully defined in any operative part or section of this <b>policy</b> or shown in the <b>schedule</b> .
<b>You/your</b>	The <b>policyholder</b> and any other person permitted in the <b>schedule</b> and/or on the <b>certificate of motor insurance</b> to drive or use the <b>vehicle</b> and, where applicable, their personal legal representatives.

## PART A – MOTOR

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

### SPECIFIC DEFINITIONS

*These specific definitions apply to this part of the policy and are in addition to or variations of the General definitions on pages 3, 4 and 5 which apply to the policy as a whole.*

<b>Agricultural vehicle</b>	Any tractor or similar <b>vehicle</b> used for farming, gardening, animal care, forestry or snow clearance including the hauling of materials to deal with frost, ice, snow and animal feed and bedding.
<b>Articulated vehicle</b>	A goods carrying <b>vehicle</b> made up of a power unit and one semi-trailer or tandem <b>trailer</b> .
<b>Car</b>	A private passenger <b>vehicle</b> with a maximum carrying capacity of 8 persons including the driver.
<b>Coach</b>	A <b>vehicle</b> with a seating capacity of 17 passengers or more which may be pre-booked for specific journeys or which is operated as a scheduled bus service.
<b>Commercial vehicle</b>	A <b>vehicle</b> used for commercial purposes including but not limited to <b>articulated vehicles</b> , <b>agricultural vehicles</b> , <b>coaches</b> , horseboxes, <b>tankers</b> and vehicle transporters.
<b>Customers' property</b>	Property in <b>customer vehicles</b> for which <b>you</b> have a legal liability.
<b>Customer vehicles</b>	Those <b>vehicles</b> and/or <b>trailers</b> in the custody and/or control of the <b>business</b> for repair, overhaul, upkeep, testing, alteration, restoration, cleaning, recovery, collection, delivery or storage and for which <b>you</b> have accepted responsibility.
<b>Dangerous goods</b>	Liquid or solid substances and articles containing them that have been tested and assessed against internationally agreed criteria and found to be potentially dangerous/hazardous when carried including but not limited to <ul style="list-style-type: none"><li>i) high explosives</li><li>ii) inflammable liquids</li><li>iii) chemicals or gases in liquid, compressed and/or gaseous forms</li><li>iv) dangerous substances, goods or loads requiring<ul style="list-style-type: none"><li>a) a police licence and/or</li><li>b) to be carried in accordance with specific regulations or legislation.</li></ul></li></ul>
<b>Disabled vehicle</b>	A <b>vehicle</b> not capable of being moved under its own power.
<b>Green card</b>	The document which provides proof that <b>you</b> have the minimum insurance cover required by law to drive the <b>vehicle</b> outside the <b>United Kingdom</b> .
<b>Imported vehicle</b>	A <b>vehicle</b> which may have been registered in but was not originally built to be sold in the <b>United Kingdom</b> .
<b>Invalid form of transport</b>	A powered wheelchair or mobility scooter.
<b>In-vehicle equipment</b>	Any in-vehicle entertainment system (including cassettes, compact discs DVDs and films), "black box", camera, digital CCTV recording, telematics, <b>data</b> transmission, communication and satellite navigation equipment, CB and two-way radio whilst permanently fitted to the <b>vehicle</b> or specifically designed to be removable or partly removable and which cannot function independently of the <b>vehicle</b> .
<b>Keys</b>	Any <b>key</b> , fob, entry card or other device or keyless entry system used to access and/or start the <b>vehicle</b> and/or <b>trailer</b> .
<b>Market value</b>	The current cost of replacing the <b>vehicle</b> with a comparable one of similar type and condition.
<b>Minibus</b>	A motor <b>vehicle</b> constructed or adapted to carry 8 or more and up to 16 passengers in addition to the driver.



<b>Moped</b>	A <b>motorcycle</b> with a maximum design speed not exceeding 30mph, weighing no more than 250kg and with an engine of 50cc or less or a continuous power output of 4kW or less. The definition also includes a motorcycle that can be moved by pedals if first used before 1 August 1977.
<b>Motorcycle</b>	A mechanically propelled <b>vehicle</b> , <i>not being an invalid form of transport or a moped</i> , with fewer than four wheels, the unladen weight of which does not exceed 410kg.
<b>Permanently owned vehicles</b>	Those <b>business vehicles</b> and <b>personally owned vehicles</b> which are individually specified in the <b>schedule</b> and which fall within the scope of the description of <b>vehicles</b> in the <b>schedule</b> and/or on the <b>certificate(s) of motor insurance</b> issued under this <b>policy</b> <i>excluding stock vehicles and customer vehicles</i> .
<b>Personal effects</b>	For the purposes of this part of the <b>policy</b> , <b>personal effects</b> include but are not limited to clothing, handbags, wallets, briefcases, watches, jewellery and pedal cycles.
<b>Personally owned vehicle(s)</b>	A <b>vehicle</b> personally registered, leased or hired under a hire purchase agreement to the <b>policyholder</b> or to an <b>employee</b> , director or partner of the <b>business</b> or a <b>spouse</b> and specifically insured by this <b>policy</b> .
<b>Plant and equipment</b>	Electrical, mechanical and/or hydraulic plant and associated equipment permanently fixed to a <b>permanently owned vehicle</b> not supplied as original equipment by the manufacturer.
<b>Quad bike</b>	An off-road ride-on <b>vehicle</b> with four large wheels designed for agricultural and recreational use.
<b>SORN</b>	The Statutory Off Road Notification to the <b>DVLA</b> of a <b>vehicle</b> registered in Great Britain or Northern Ireland.
<b>Standard vehicle</b>	Any <ul style="list-style-type: none"> <li>i) <b>car</b> which has an ABI (Association of British Insurers) group rating of less than 15 in a 1 to 20 scale or 28 or less in a 1 to 50 scale</li> <li>ii) <b>commercial vehicle</b> with a gross vehicle weight of less than 3.5 tonnes</li> <li>iii) <b>moped</b>.</li> </ul>
<b>Stock vehicles</b>	Those untaxed <b>vehicles</b> temporarily owned by or in the custody or control of the <b>business</b> specifically for sale and/or demonstration to prospective purchasers.
<b>Tanker</b>	A road <b>vehicle</b> constructed to carry bulk liquid, gas, grain, foodstuffs or <b>dangerous goods</b> .
<b>Trade value</b>	The value of a <b>vehicle</b> as ascertained from the standard trade guides less any discounts available to the motor trade.
<b>Vehicle</b>	Any motor <b>vehicle</b> which falls within the scope of the description of <b>vehicles</b> in the <b>schedule</b> and/or on the <b>certificate(s) of motor insurance</b> issued under this <b>policy</b> including any permanently fitted <b>accessories</b> , <b>in-vehicle equipment</b> , declared <b>plant and equipment</b> and/or declared modifications <i>but excluding vehicle carcasses</i> .

## SPECIFIC CONDITIONS AND CLAUSES

### 1 No claim 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 bonus scale which applies at the time. The percentage discount which the bonus represents is **our** standard bonus scale published on **our** website [www.tradex.com](http://www.tradex.com) or available from head office, brokers and agents. The bonus allowance will be at **our** sole discretion and **we** may reduce **your** bonus if **we** are still investigating a **claim** at renewal.

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 **you** have made a **claim** during the **period of insurance** **we** may, at **our** option, increase **your** premium at renewal.

Both standard and protected no claim bonuses cannot be

- i) earned if the **period of insurance** is less than twelve months
- ii) transferred to another person or business
- iii) transferred to another **vehicle** following a **total loss** unless **we** agree otherwise.

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

### 2 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 the **Road Traffic Acts** (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) £250 in total 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.

### 3 Condition of vehicles and/or trailers

If the condition of a **vehicle** and/or a **trailer** *other than a customer 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 caused the condition of the **vehicle**.

### 4 CCTV and telematics

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

- i) ensure that these
  - a) have been installed and are being used in accordance with the manufacturers' requirements and instructions for their correct operation
  - b) have their functionality checked in accordance with the manufacturers' recommendations at least annually
  - c) are fully operational and activated at all times
- ii) keep all maintenance contracts and/or service subscriptions in force
- iii) within 48 hours of any incident or event which may give rise to a **claim**, provide **us** with all records, footage and/or memory cards relating to it.

### 5 Excess

It is a condition of the **policy** that **you** pay or refund to **us** the **excess** due in connection with each **claim** under this section of the **policy** during the **period of insurance** either

- (a) falling within the terms of the **policy** or
- (b) resulting from compliance with any applicable statutes, regulations, judicial decisions or additional payments as a result of **us** issuing the **policy**.

## THE COVER

Unless more specific cover is shown in the **schedule** or elsewhere in the **policy**, we will insure you whilst any

- i) **permanently owned vehicle**
- ii) **vehicle** or **trailer** being towed by or transported in or on a **permanently owned vehicle**
- iii) **customer vehicle** or **stock vehicle** held in trust by you or in your custody or control is being driven or used in the **United Kingdom** in connection with your **business** and/or any declared **additional occupation** by you or a person named in the **schedule** as entitled to drive and is
  - 1 on a highway, road or other area to which the public have access
  - 2 temporarily parked in the course of a journey
  - 3 garaged or parked at the **trade premises** or **home**

*but not*

  - a) *at subcontractors' premises for work to be carried out*
  - b) *stock vehicles at customers' premises*
  - c) *at car lots or auctioneers' premises for demonstration or sale*
  - d) *at any dock, terminal, freight forwarder's or other premises for import or export.*

## USES AND DRIVERS

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

### Use exclusions

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

- i) *hiring or letting out your vehicle in return for money or reward*
- ii) *carrying and transporting passengers other than*
  - a) *where a mileage allowance is paid to you for official or agreed business duties or for the performance of a social service*
  - b) *car-sharing agreements involving the use of a car for social or similar purposes provided that you make no profit from what you are paid for the journey*
- iii) *the carriage of goods for money*
- iv) *demonstration purposes by a prospective purchaser*
- v) *use on a derestricted toll road including the Nurburgring Nordschleife or for racing, pace making, competitions, rallies, track days, trials or speed tests either on a road, track or off-road whether the event is officially organised or informally arranged*
- vi) *use of the vehicle outside the territorial limits*
- vii) *any purpose connected with additional occupation(s)*
- viii) *the use of your certificate of motor insurance to secure the release of any motor vehicle seized by or on behalf of any government or public authority which is not your property or in your custody or control at the time of seizure*
- ix) *the use of stock vehicles and customer vehicles for social, domestic and pleasure purposes*
- x) *the use as a tool of trade of any vehicle or plant forming part of or attached to the vehicle and/or its attached trailer other than*
  - a) *as required by the Road Traffic Acts or equivalent legislation or regulation in the territorial limits or any other country in which this part of the policy is operative*
  - b) *where its operation is a necessary requirement in the process of upkeep, overhaul, repair or demonstration*
  - c) *where the vehicle is constructed for and is being used for breakdown or recovery services.*

- xi) the performance of a contract for the movement, wheel-clamping, removal or recovery of **vehicles** resulting in loss of or damage to any **vehicle** not owned by **you** or **your** customers other than where **you** are operating on behalf of a recognised breakdown organisation or of a police, government or local authority approved by **us** in writing.

## Driver exclusions

*This part of the **policy** excludes any legal liability, death, **injury**, loss, damage or **indirect loss** occurring whilst a **vehicle** or attached **trailer** is being driven by **you** or by any person, including a provisional licence holder, claiming indemnity under this **policy***

- i) unless such person holds the relevant valid licence to drive the **vehicle** or held and is not disqualified or prohibited by law from holding or obtaining such a licence
- ii) who
  - a) has not complied with the terms and limitations of their driving licence
  - b) as a result of an incident or **claim** is convicted of racing on a public highway
  - c) **we** are satisfied was under the influence of any substance including but not limited to intoxicating liquor, substance or solvent abuse and/or a drug or drugs including those medically prescribed where the doctor and/or manufacturer has advised that the ability to drive may be impaired
  - d) commits or attempts suicide or wilful, deliberate or criminal damage including **road rage**
- iii) any driver whose name is shown in the **schedule** under the young and inexperienced driver restrictions whilst using and/or driving a **vehicle** which
  - a) exceeds the maximum permitted engine capacity allowed against that driver's name
  - b) is fitted with a turbo charger, super charger or other device designed to increase engine performance
  - c) has been fitted with any equipment intended to enhance the **vehicle's** performance which was not fitted by the manufacturer as original equipment
  - d) which has an Association of British Insurers (ABI) group rating of either 15 or more (in a 1 to 20 scale) or 28 or more (in a 1 to 50 scale)
- iv) which results in the driver of the **vehicle** being convicted of
  - a) racing, dangerous or reckless driving on a public highway
  - b) an offence involving drink or drugs
 or any equivalent offence under the law of any other country in which the **policy** is operative.

## Optional extensions

### 1 European and foreign use

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

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

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

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

The cover provided will be subject to

- i) each trip
  - a) being temporary and lasting no more than 45 days
  - b) starting and ending in the **United Kingdom**
- ii) the **vehicle** being
  - a) driven or used only for social, domestic and pleasure purposes unless stated otherwise in the **schedule**
  - b) registered in the **United Kingdom** and recorded on the **MIPD**

- iii) **you** and the driver being ordinarily resident in and **your business** as well as any **additional occupations** shown in the **schedule** being based in the **United Kingdom**
- iv) **you** paying the required additional premium
- v) all the terms, conditions, exclusions, limitations and **excesses** of the **policy**.

Cover includes

- 1 transit by rail, air and sea (including loading and unloading) between the countries in which **you** have cover
- 2 the payment of any general average contribution, salvage and sue and labour charges incurred whilst the **vehicle** is being transported by sea between any of the countries for which **you** have cover provided that Section 2 – Your Vehicle is operative
- 3 the reimbursement of any customs duty **you** may have to pay arising directly as a result of an insured **claim**.

## 2 Demonstration - driving by unnamed prospective purchasers

**We** will indemnify **you** whilst any **business vehicle** or **stock vehicle** is being driven with **your** permission by a prospective purchaser who is

- i) not a member of **your family**
- ii) not employed by **you** or a member of **your family**
- iii) accompanied at all times by a person named in the **schedule** as entitled to drive for motor trade purposes
- iv) not entitled to indemnity under any other policy
- v) aged over 21 years

provided that

- a) all the terms and conditions of this **policy**, insofar as they can apply, are observed and fulfilled
- b) the driver has held the relevant valid full **United Kingdom** licence for at least 12 months and has not been disqualified from holding or obtaining such a licence
- c) the person named in the **schedule** accompanying the prospective purchaser travels in the front passenger seat during a demonstration and is not disqualified from holding or obtaining the relevant licence.

## 3 Customer loan vehicles

**We** will provide cover for **your** customers driving **business vehicles** whilst theirs are undergoing repair or being serviced by **you** or a **subcontractor** provided that

- a) the customer
  - 1 is driving with **your** permission
  - 2 is not entitled to indemnity under any other policy
  - 3 observes, fulfils and is subject to the terms and conditions of this **policy** in so far as they can apply
  - 4 has held the relevant full valid **United Kingdom** licence for at least 12 months
  - 5 is aged over 21 years
  - 6 is not employed in the motor trade
- b) the **vehicle** has been declared to **us** for inclusion on the **MIPD** and **we** have issued a **certificate of motor insurance** allowing its use by customers.

## SECTION 1 – THIRD PARTY LIABILITY

### The cover

We will insure **you** for all the amounts **you** may be legally liable to pay for accidental

- a) death of or **injury** to other people
- b) damage to property up to the limit specified in the **schedule** caused by, or arising out of, the use (including the loading and unloading) of any **vehicle** (including any attached **trailer** that **you** are towing) shown on the **certificate(s) of motor insurance** issued under this **policy**, where that use is in the **United Kingdom** and is

- 1. on a road or other public place
- 2. temporarily parked in the course of a journey, or
- 3. garaged or parked at the **trade premises** or **home**.

#### 1 Driving your vehicle

**you** driving, using or being in charge of the **vehicle**.

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

- a) any person specified in the **schedule** who, with **your** permission, is using, driving or in charge of the **vehicle**
- b) any passenger travelling in, getting into or out of the **vehicle** provided this is allowed by the current **certificate of motor insurance** and has not been excluded by **endorsement**, exclusion or condition.

#### 3 Towing

the **vehicle** being used to tow a **trailer** or **disabled vehicle** as allowed by law and the manufacturers towing limit is not exceeded

*excluding any **trailer** or **disabled vehicle***

- i) *being towed in return for money or reward unless specific cover is provided by this **policy***
- ii) *not properly secured to the **vehicle***
- iii) *when more than one **trailer** or **disabled vehicle** is being towed.*

#### 4 Bike carriers, luggage and ski racks

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

*excluding any*

- i) *rack or carrier not properly secured to the **vehicle***
- ii) *incident which does not take place during a journey.*

### 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

- i) legal fees for representation at any coroner's inquest, fatal accident inquiry, court of summary jurisdiction or on indictment in a higher court
- ii) 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
- iii) 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)
- iv) 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 – VEHICLES ON THE ROAD AND AT THE TRADE PREMISES

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

### Making a claim

*Please see Making a claim on page 2 and General conditions 1,2 and 3 on page 36 for detailed information about how to make and manage a **claim**.*

#### 1 Repairs

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

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

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

#### 2 Making a theft claim

To facilitate the speedy handling and settlement of a 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) crime reference number
- viii) the **vehicle's certificate of motor insurance**
- ix) if applicable, confirmation of the registered ownership of the **vehicle's** personalised number plate.

All **keys** must have been received by **us** before the final settlement of the **claim**.



## How we will settle your claim

### The vehicle

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

i) the **vehicle**

ii) its **accessories** up to a maximum of £500

or **we** may make a cash settlement but no more than the **indemnity limit** for any one **vehicle** shown in the **schedule** or, where a driver's name is shown under the young and inexperienced driver restrictions, the specific **indemnity limit** for that driver.

### Recovery and delivery

**We** will, at **our** discretion, pay up to £1,000 inclusive of VAT for the reasonable and necessary costs of

i) protecting the **vehicle**

and

ii) moving the **vehicle** if it

a) is a **total loss**, to free and safe storage whilst **our** investigations are carried out  
or

b) cannot be driven, to the nearest approved repairer or the **trade premises**

and

iii) delivering it back to the **trade premises** or **home** in the **United Kingdom** once repairs have been completed.

### Work carried out by you

Where, by agreement, the work is to be carried out by **you** in **your** own repair shop or that of a **business** in which **you** are the owner, director or partner, a deduction of 10% will be made from the cost of labour and manufacturers' parts agreed by the independent vehicle assessor at the time of inspection.

### Work not carried out by you

Where **you** do not carry out a **vehicle** repair **we** will, if requested by **you**, pay the repairer in full subject to **you** paying **us** the relevant **excess(es)**.

### New vehicle sales discount

Where a customer has signed a contract for the purchase of an unregistered new **vehicle** which then sustains damage to the extent that **you** are required to declare it to the customer, **we** will, at **our** option, pay up to £5,000 to enable **you** to complete the sale.

### Total loss settlement basis

- **New unused business and stock vehicles**  
The invoice price inclusive of all freight, delivery charges, irrecoverable VAT and motor vehicle taxes
- **Used business and stock vehicles**  
The trade value
- **Personally owned imported, collector, vintage, classic or cherished vehicles**  
The current **market value** or the agreed value shown against a specific **vehicle** in the **schedule**
- **Other personally owned vehicles**  
The **market value** or the value shown in the **schedule** whichever is the lower.

### Customer vehicle settlement basis

Your legal liability to replace or repair the **vehicle** *but not its contents or for any resultant indirect loss*.

### Disposal of permanently owned and stock vehicles following total loss

Where a **claim** for a **permanently owned** or **stock vehicle** is agreed on a **total loss** basis, the salvage becomes **our** property and **we** will arrange for its immediate disposal. If the **vehicle** is not classified as irreparable **you** may, if **we** agree, purchase the salvage. In the event that the **claim** is not covered, **we** will pay **you** the proceeds of the salvage plus any interest earned. Any cash settlement **we** offer will be subject to the deduction of the applicable **excesses**. Cover for the damaged **vehicle** will end from the date **you** accept **our** offer.

### Hire purchase or leasing agreements

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



### Imported parts, accessories and in-vehicle equipment

If, following loss or damage, any replacement parts, **accessories** and/or **in-vehicle equipment** 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 personally owned vehicle** suffers impact damage as a result of an accident.

### Keys

**We** will pay up to £250 per **permanently owned vehicle** up to a maximum of £2,500 in any **one period of insurance** for **keys** (and, if necessary, locks) lost or stolen from the **trade premises** or the **home** of the **policyholder** or that of an **employee**, director or **business partner** *but not*

- a) *any loss or theft not reported to the police*
- b) unless **you** can establish to **our** satisfaction within 48 hours of the loss that there is a definite risk of theft or appropriation of the **vehicle**
- c) *the cost of replacing the **vehicle's alarm** or other security devices.*

### Obsolete parts

If, following loss or damage, any replacement parts are found to be obsolete or unobtainable in the **United Kingdom**, the most **we** will pay is the cost of comparable items available from a supplier in the **United Kingdom**.

### In-vehicle equipment

**We** will, at **our** option, repair, replace or pay up to £1,000 or the amount shown in the **schedule** for any **in-vehicle equipment** stolen or damaged provided that

- a) in the case of theft or attempted theft, the **vehicle** itself has been stolen or a visible attempt has been made to steal it
- b) the most **we** will pay for any item is the reasonable cost of replacing it with a comparable one of similar type and condition
- c) where there is no **claim** for loss of or damage to the **vehicle** itself, **you** pay the applicable **excess**
- d) the items are not more specifically insured.

### Signwriting

**We** will, if **your vehicle** sustains damage to its signwriting or is stolen and not recovered, pay up to £2,500 for restoration, repainting or new signwriting provided that

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

### Personal number plates

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

- i) **you** advise **us** that **you** wish **us** to do so when **you** make the **claim**
- ii) ownership is confirmed

**We** are not liable for any delay or time restraint imposed by the **DVLA** or equivalent authority.

## Specific additional security requirements and exclusions

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

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

- 1 Vehicle and/or trailer alarm**  
unless a fully functioning **alarm** is in efficient working order, has been set in its entirety and brought into operation
- 2 Vehicle immobiliser**  
unless a fully functioning **immobiliser** or steering lock is in efficient working order and has been brought into operation
- 3 Vehicle tracking device**  
unless a fully operational vehicle tracking or locating device which has been approved by **us** has been activated
- 4 Additional locks**  
unless the additional dead locks or steering locks approved by **us** are in use
- 5 Overnight theft requirements**  
*between the hours of 9.00pm and 6.00am unless garaged in a locked building or secured in a locked compound*
- 6 Overnight theft exclusion**  
*between the hours of 9.00pm and 6.00am.*

## Section exclusions

*This section does not cover*

- 1 Hire charges of any sort incurred by **you** whilst a **vehicle** is being repaired or treated as a **total loss** regardless of who has authorised that the **vehicle** is to be repaired or treated as a **total loss***
- 2 If the **vehicle** has comprehensive cover **we** will refuse to take over the management of the repair or **total loss claim** if **you** elect to have the **vehicle** repaired or treated as a **total loss** by anyone except **us***
- 3 Storage charges if, following damage, the **vehicle** is stored at the **trade premises** or on property owned and/or occupied by **you** or the **business***
- 4 Loss of value following repair, wear and tear, mechanical or electrical breakdown, failures and breakages*
- 5 Any **indirect losses** and/or hire charges including those arising from **your** inability to use the **vehicle***
- 6 Damage to tyres unless caused by an accident*
- 7 Damage due to liquid freezing unless **you** have taken reasonable precautions to prevent such damage and in accordance with the manufacturer's instructions*
- 8 Loss of or damage to **plant and equipment** insured elsewhere including under Part C – Vehicles and goods in transit*
- 9 Repairs or replacements which improve the condition of the **vehicle**, its **plant and equipment**, **accessories** and/or **in-vehicle equipment** unless **you** make a contribution towards the repair or replacement*
- 10 Theft or attempted theft of or from an **unattended vehicle** unless*
  - a) reasonable precautions have been taken to protect the **vehicle** and its contents*
  - b) the **keys** have been removed from the **vehicle** and are in **your** personal custody or in a locked receptacle in a secure area*
  - c) all windows, doors and other openings have been closed and securely locked or fastened*
  - d) the **alarms**, **immobilisers**, steering locks, tracking or locating systems are in efficient working order and have been brought into operation*
  - e) **motorcycles**, **mopeds** and **quad bikes** that cover is extended to are secured by U locks attached to ground anchors and chained together or garaged in a securely locked building*

- f) all tools are in a locked tool box which is permanently secured to the **vehicle**
  - g) **you** have removed from view any **accessories** and **in-vehicle equipment** designed to be wholly or partly removable or portable
  - h) **you** have complied fully with all **vehicle** security conditions imposed by **us**
  - i) there is evidence of forcible and violent entry or exit
- 11 *Theft or attempted theft of parts, **accessories**, in-vehicle equipment, tools, associated equipment **personal effects** including, if from a motorcycle or **quad bike**, helmets, leathers and protective clothing unless stolen with the **vehicle** itself*
- 12 *Loss or damage arising from or as a consequence of*
- a) *an earthquake occurring anywhere other than in the **United Kingdom** or any member state of the European Union*
  - b) *riot and civil commotion in Northern Ireland or in any country which is not either the **United Kingdom** or a member of the European Union or the European Economic Area unless **you** can prove to **our** satisfaction that these were not the cause of the loss or damage*
  - c) *fraud or deception*
- 13 *Any **permanently owned vehicle** not specifically shown as insured in the **schedule***
- 14 *Any **permanently owned vehicle** or **stock vehicle** repossessed by its rightful owner including any loss or damage arising from or as a consequence of its repossession*
- 15 *Loss or damage resulting from or as a consequence of*
- a) *the wrong fuel or any other substance being put into the **vehicle***
  - b) *the **vehicle** being impounded or destroyed by an authorised authority*
  - c) *mechanical, electrical or computer breakdown or wear and tear.*

## A - Vehicles on the road (Road risks)

*Your schedule will show if Road Risks cover is in force and which of Covers A, B, C, D and E are operative.*

### The Cover

We will pay up to the applicable **indemnity limit** shown in the **schedule** for loss of or damage to the **vehicle**, its **accessories**, **in-vehicle equipment** and parts following

- A Accidental damage *other than malicious damage, vandalism*
- B Fire, lightning, self-ignition or explosion
- C Theft or attempted theft or the taking or attempted taking of a **vehicle** without lawful authority
- D Malicious damage and vandalism
- E Storm, hail or flood.

### Specific condition - automatic reinstatement

The **indemnity limits** shown in the **schedule** are the maximum we will pay for any one **vehicle** or **claim** and will be automatically reinstated up to four times in any one **period of insurance**.

### Optional extensions

*Your schedule will show which of these optional extensions is in force and, where applicable, the extent of cover provided.*

#### 1 Driving other vehicles

We will extend Section 1 – Liability to others and, provided that all **permanently owned vehicles** have comprehensive cover (A, B, C, D and E as detailed on page 18 are all operative), Section 2 – The vehicles, A – Road risks to cover an incident involving a **vehicle** not insured by this **policy** whilst a driver named against this cover in the **schedule** is personally driving or using it with the permission of the owner for social, domestic and pleasure purposes in the **United Kingdom**

provided that

- a) this is allowed by the current **certificate of motor insurance** and subject always to the limits, terms, conditions and exclusions of Part A - Motor and the **policy** as a whole
- b) the borrowed **vehicle** is
  - 1 registered, taxed, insured and recorded on the **MIPD** in the owner's name
  - 2 driven or used by **you** for no more than 7 consecutive days unless the **schedule** shows that **we** have agreed to an extended period
- c) *the borrowed vehicle is not*
  - 1 *owned by or hired to **you** under a contract of hire, hire purchase, self drive hire, credit hire or lease agreement*
  - 2 *available to **you** on a regular basis*
  - 3 *taken outside the **United Kingdom** without **our** written agreement*
  - 4 *a minibus, coach, quad bike or any **vehicle** with a gross vehicle weight over 3.5 tonnes*
  - 5 *being test driven or evaluated by you*
- d) **your permanently owned vehicle** is
  - 1 insured by this **policy**
  - 2 still owned by **you** and has not been sold or disposed of
  - 3 not the subject of a **total loss claim**

The amount **we** will pay will be limited to

- 1 the **market value** of the **vehicle** being driven unless this exceeds the **indemnity limit** for own **vehicles** shown in the **schedule**  
or
- 2 any **excess(es)** which **you** are held responsible for under the owner's or any other insurance policy

*excluding any*

- 1 **vehicle** being driven or used by a driver whose name is shown in the **schedule** under the young and inexperienced driver restrictions which
  - i) exceeds the maximum permitted engine capacity allowed against that driver's name

- ii) *is fitted with*
    - a) *a turbo charger, super charger or other device designed to increase engine performance*
    - b) *any equipment intended to enhance the **vehicle's** performance which was not originally fitted by the manufacturer*
  - iii) *has an Association of British Insurers (ABI) group rating of either 15 or more (in a 1 to 20 scale) or 28 or more (in a 1 to 50 scale)*
- 2 **motorcycle** where this **policy** does not provide cover for individually specified **motorcycles** or, if there is cover, the cubic capacity limit stated in the **schedule** is exceeded.

## 2 Windscreen, sun-roof and window damage

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

We will 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, the actual repair or replacement.

The **excess** for this extension shown in the **schedule** 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 **excess** shown in the **schedule** will be increased by £50 for a replacement or £10 for a repair carried out by any other supplier.

## 3 Loss of use of customer vehicles

We will, for loss of use resulting from a valid **claim** for loss of or damage to a **customer vehicle** for which **you** are legally liable, pay up to 10% of the **indemnity limit** for any one **vehicle** or **customer vehicle** shown in the **schedule**.

## 4 Vehicles in the custody and control of subcontractors, auctioneers and at car lots

This **policy** extends to include **vehicles** at

- i) **subcontractor's** premises
- ii) at car lots or auctioneers' premises in the **United Kingdom** for demonstration or sale.

## Specific exclusions

**We do not provide cover for**

- 1 *loss or damage whilst the **vehicle** is stored or parked at or within 100 metres of the **trade premises** or any other premises, land used for storage or car park owned or occupied by **you** on a temporary or permanent basis other than **permanently owned vehicles***
- 2 *damage to tyres by the application of brakes or by punctures, cuts or bursts*
- 3 *loss or damage to any **vehicle** whilst being towed, lifted or transported by **you** or any partner, director, **employee** or person named in the **schedule** or whilst in the hands of a **subcontractor** where payment is received for such work.*

## B - Vehicles at the trade premises

**Your schedule** will show if vehicles at premises cover is in force and which of Covers A, B, C, D and E are operative.

### The Cover

We will pay up to the applicable **sum(s) insured** shown in the **schedule** for loss of or damage to the **vehicle**, its **accessories** and parts whilst on the **trade premises** following

- A Accidental damage *other than malicious damage, vandalism*
- B Fire, lightning, self-ignition or explosion
- C Theft or attempted theft or the taking or attempted taking of a **vehicle** without lawful authority
- D Malicious damage and vandalism
- E Storm, hail or flood

## Specific conditions

### 1 Underinsurance

If, at the time of the loss or damage, the **sum insured** shown in the **schedule** represents less than the full value of all **vehicles** on the **trade premises**, the amount we will pay will be proportionately reduced.

### 2 Vehicle security at the trade premises

**You** must, other than whilst being worked on, secure all **vehicles** in **your** care, custody or control by

- i) removing **keys** and closing and locking all doors and openings
- ii) storing all **vehicle keys** in a locked safe or metal cabinet securely bolted to a wall and/or the floor.

In addition, where **your schedule** shows that **you** have declared any of the following storage and parking arrangements, **you** must comply with the following additional conditions as well as any other requirements and/or variations shown in **your schedule**.

#### a) In a securely locked building

The building must be locked and all physical protections must be in full and effective operation

#### b) In a locked compound

The compound must have a perimeter fence at least 2 metres high which is constructed of brick, permanent concrete or steel posts no more than 20cm apart or covered with welded steel mesh and all points of entry and exit must be fitted with substantial steel locking posts or steel gates and secured by close shackle padlocks

#### c) On an open forecourt

In order to prevent access, perimeter locking posts no more than 1.25 metres apart with the bases of the posts or receiving sockets set in concrete must be installed and the locking mechanisms must be secured by close shackle padlocks

#### d) Parked within 100 metres of the trade premises

All **vehicles** parked on a road or other area to which the public have access within 100 metres of the **trade premises** must be fully secured and any **alarms**, **immobilisers**, steering locks and tracking or locating devices activated.

### 3 Instructions to leave customer vehicles outside the trade premises

Where **you** have been instructed to leave a **customer vehicle** outside the **trade premises** when the **business** is closed or **unattended**, the instructions must be clearly shown on the invoice or job sheet and signed either by the customer or the customer's authorised agent.

### 4 Intruder alarm

Where an intruder alarm is installed at the **trade premises**, **you** are required to

- i) maintain the system in full working order
- ii) ensure that all detection devices and circuits are connected and are fully operational
- iii) keep in force a maintenance agreement either with the installer or, if agreed in writing by **us**, another specialist security firm
- iv) not leave the **trade premises** unattended unless the system is put into full operation
- v) notify **us**
  - a) immediately **you**
    - 1 receive notice from the police that they may be withdrawing response to intruder alarm calls
    - 2 become aware that any part of the system is not working
  - b) before any replacement, extension or other alteration is made either to the system or to the maintenance contract.

## Specific exclusions

*We do not provide cover for*

- 1 *loss of or damage to any **vehicle** and/or **trailer** whilst subject to the provisions of the **Road Traffic Acts** or equivalent legislation or regulation*
- 2 *any **unattended motorcycles, mopeds and quad bikes** or other electric **mopeds** or **vehicles** that are ridden on (as opposed to driven eg: cars and vans) that cover is extended to unless secured by U bolts attached to ground anchors, securely chained together or in a securely locked building*
- 3 *loss of or damage to **customer vehicles** or **stock vehicles** stored or parked more than 100 metres away from the **trade premises** or other location stated in the **schedule***
- 4 *damage caused by the actual process of cleaning, renovation or restoration.*

## Specific extensions

### 1 Customers' property

We will, following a valid claim resulting in loss or damage to **customers' property**, pay up to £1,000 per **customer vehicle**.

### 2 Temporarily removed vehicles

Provided that Specific Condition 2 - Vehicle security at the trade premises has been complied with, we will pay up to 10% of the relevant **sum insured** shown in the **schedule** for **vehicles** temporarily removed from the **trade premises** to other premises in the **United Kingdom** for

- a) cleaning, restoration, renovation, repair or similar purpose not carried out by subcontractors
- b) display at any exhibition, show or sales event

*but for no more than 14 days from the date of removal from the **trade premises** unless we agree otherwise.*

## PART B – LEGAL LIABILITIES

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

### SPECIFIC DEFINITIONS

*Where any specific definition here is the same as a defined term in the general definitions then the section specific definition only, applies for this section of the policy.*

<b>Automated vehicle</b>	A <b>vehicle</b> which is designed or adapted to be capable, in at least some circumstances or situations, of safely driving itself, including any <b>vehicle</b> listed by the Secretary of State in accordance with Section 1 of the Automated and Electric Vehicles Act 2018.
<b>Business</b>	For the purposes of this part of the <b>policy</b> only, the <b>business</b> extends to include <ul style="list-style-type: none"> <li>i) the provision and management of canteen, social, sports and welfare organisations for the benefit of <b>employees</b> and <b>your</b> first aid, fire, ambulance, medical and security services</li> <li>ii) private work undertaken with <b>your</b> consent by an <b>employee</b> for <b>you</b>, a director, partner or another <b>employee</b> of the <b>business</b></li> <li>iii) repair, decoration, refurbishment and maintenance of the <b>trade premises</b></li> <li>iv) participation in exhibitions, shows or sales events.</li> </ul>
<b>Communicable disease</b>	Any disease which can be transmitted by means of any substance or agent from one organism to another organism where that disease, substance or agent can cause or threaten <b>injury</b> or damage.
<b>Costs and expenses</b>	All legal fees and disbursements incurred by <b>you</b> with <b>our</b> written consent in the investigation, defence or settlement of any <b>claim</b> which would be covered under this part of the <b>policy</b> including any costs arising out of <ul style="list-style-type: none"> <li>i) <b>your</b> legal representation at any coroner's inquest or fatal accident inquiry</li> <li>ii) any proceedings brought in a court of summary jurisdiction or on indictment in any higher court in respect of an alleged breach of statutory duty resulting in <b>injury</b> or <b>damage</b>.</li> </ul>
<b>Damage</b>	Accidental <ul style="list-style-type: none"> <li>i) loss of or damage to material property</li> <li>ii) obstruction, trespass, nuisance or interference with any right of way, water or other easement.</li> </ul>
<b>Financial loss</b>	A pecuniary loss, cost or expense incurred by any person or business <i>other than by you or an employee</i> .
<b>Injury</b>	For the purposes of this part of the <b>policy</b> only, injury also includes accidental injury, death, mental injury, mental anguish, nervous shock, invasion of the right of privacy, wrongful arrest, false imprisonment and false eviction <i>other than of employees</i> .
<b>Liability</b>	<b>Your</b> legal obligation to pay damages including <b>costs and expenses</b> to third parties for damage and/or <b>injury</b> .
<b>Limit of indemnity</b>	For the purpose of this part of the <b>policy</b> only the limit of indemnity specified in the <b>schedule</b> which is the maximum <b>we</b> will pay <ul style="list-style-type: none"> <li>- <b>public liability</b> for any one <b>claim</b></li> <li>- <b>product liability and sales and service indemnity</b> the total of all <b>claims</b> made in any one <b>period of insurance</b></li> <li>- <b>pollution</b> where not specifically excluded by General Exclusion 3, the total of all <b>claims</b> made in any one <b>period of insurance</b>.</li> </ul>
<b>Motor products</b>	<b>Vehicles, trailers, accessories</b> , new or manufacturer's reconditioned parts, tyres and any other goods intended for use in, with or on <b>vehicles</b> including their containers, packaging and instructions for use, sold, supplied, handled, repaired, renovated, restored, tested, serviced, maintained, altered, cleaned, inspected or transported by <b>you</b> and no longer in <b>your</b> custody or control.



## Products

Goods and structures including their containers, packaging and instructions for use which are sold, supplied, hired out, constructed, erected, installed, treated, handled, repaired, renovated, restored, tested, serviced, processed, maintained, stored, altered, cleaned, inspected or transported by **you** or on **your** behalf and no longer in **your** or their custody and/or control *other than motor products*.

## Territorial Limits

The United Kingdom.

## Specific exclusions

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

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

### 1 Vehicles and other property in your custody and control

*loss of or damage to any vehicle or other property held in trust by you or in your custody and control*

### 2 Repair or reinstatement of products or motor products

*the cost of*

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

### 3 Products for USA or Canada

*the servicing, sale or supply of any products and/or motor products which you know are intended for use in the United States of America or Canada*

### 4 Wrongful Advice

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

### 5 Intentional acts or omissions

*any intentional act or omission*

### 6 Cleaning processes and chemicals

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

### 7 Stripping, dismantling and storing of wrecks and carcasses

*any process involving the stripping, dismantling and the storing on the trade premises of wrecks, carcasses and their removed parts and tyres other than in strict accordance with the relevant legislation, regulation and directives*

### 8 Aircraft and watercraft

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

### 9 Fungus and allergens

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

### 10 Asbestos

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

## Clauses and extensions

### 1 Cross liabilities

We will indemnify each party named as the **policyholder** in the **schedule** as if a separate policy had been issued to each. The total amount payable will not exceed the **limit of indemnity** stated in the **schedule** regardless of the number of parties claiming indemnity.

## 2 Indemnity to others

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

- i) person, business, organisation or local authority for whom **you** are carrying out a contract in respect of **liability** arising solely out of the performance of the contract but only to the extent required by the contract terms
- ii) director, partner or **employee** of the **business** in respect of **liability** for which **you** would have been entitled to indemnity had the **claim** been made against **you**
- iii) officer or member of **your** canteen, social, sports or welfare organisations and first aid, fire, ambulance, medical and security services
- iv) owners of plant and machinery hired in by **you** but only to the extent required by the conditions of hire

provided that

- a) each person claiming indemnity
  - 1 is not entitled to indemnity under any other policy
  - 2 observes the terms, conditions and exclusions of this **policy** insofar as they can apply
- b) **we** retain complete control of all **claims**
- c) where **we** are required to indemnify more than one party, **our** total liability will not exceed the **limit of indemnity** stated in the **schedule**.

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

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

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

*excluding*

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

## 4 Consumer protection and food safety acts

**We** will indemnify **you** and, at **your** request and with **our** written consent, any director, partner or **employee** of the **business** in respect of

- i) prosecution costs awarded against **you**
- ii) **costs and expenses** incurred in defence of and arising from criminal proceedings or an appeal against conviction from such proceedings for a breach of
  - a) Part 11 of the Consumer Protection Act 1987
  - b) Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990 and/or amending or subsequent legislation



provided that such proceedings relate to an offence committed or alleged to have been committed in the course of the **business** during the **period of insurance** and our total liability does not exceed the **limit of indemnity** stated in the **schedule**

*excluding*

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

## SECTION 1 – PUBLIC LIABILITY

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

### The cover

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

### Section exclusions

*This section excludes liability*

- 1 for which indemnity is provided by any other insurance
- 2 for any **products** and/or **motor products** other than food or drink sold or supplied for consumption by **your** customers, visitors, directors, partners or **employees**
- 3 for any property including **vehicles** and their contents held in trust by **you** or in **your** custody or control or that of any party carrying out work on **your** behalf
- 4 for that part of the property on which **you** or any person acting on **your** behalf has been working and arising directly out of such work
- 5 arising from any work involving the application of heat or spray painting whether at or away from the **trade premises** unless shown in the **schedule** as covered and **you** have complied with all the stated general and specific conditions, terms, conditions and limitations of cover including but not limited to General condition 9 – Your duties and obligations
- 6 caused directly by the use of any **vehicle** on any road or other area to which the public have access
- 7 arising in connection with the ownership, possession of any steam driven **vehicle**, aircraft, aerial device, hovercraft, offshore installation, rig or platform or watercraft other than hand propelled watercraft
- 8 arising from the ownership or use by **you** or on **your** behalf of any dog
  - a) which is prohibited by and/or does not meet the requirements of the Dangerous Dogs Act 1991, the Dangerous Dogs (Amendment) Act 1997, the Anti-Social Behaviour, Crime and Policing Act 2014 or The Control of Dogs (Scotland) Act 2010
  - b) not secured or controlled in accordance with the Guard Dog Act 1975
- 9 for **injury** to **you** or to any **employee** arising out of or in the course of the **business**
- 10 originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a communicable disease or the fear or actual or perceived threat of a communicable disease, including any costs to clean-up, detoxify, remove, monitor or test for a communicable disease
- 11 arising out of any **act of terrorism**
- 12 for **injury** or damage arising from the manufacture, repair, servicing or testing, maintenance, alteration, restoration, cleaning or inspection of any goods including **vehicles**, **trailers**, **products** and **motor products**
- 13 any action for damages brought in the courts of law of any territory outside the **territorial limits**
- 14 any activity conducted by **you** or on **your** behalf which is regulated by the Financial Conduct Authority.

## Extensions

### 1 Defective premises

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

### 2 Data Protection Act 2018

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

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

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

*but not*

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

### 3 Overseas personal liability

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

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

*We will not pay for any **liability** arising*

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

### 4 Movement of obstructing vehicles

We will indemnify **you** against **liability** in respect of **injury** or damage arising from the movement of any **vehicle** which is obstructing or interfering with the performance of the **business**

*excluding*

- i) *any **vehicle** owned by **you** or for which **you** are responsible*
- ii) ***your** use of any breakdown or recovery **vehicle***
- iii) *the use of any **vehicle** where the compulsory requirements of any road traffic legislation apply*
- iv) ***liability** arising through the performance by **you** of any contract for the movement, wheel-clamping, removal or recovery of **vehicles** not owned by **you** or **your** customer(s).*

## Optional extensions

*Your schedule will show which of the following optional extensions are in force and, where applicable, the extent of cover provided.*

### 1 Extended territorial limits

The **territorial limits** are extended to include

- a) Andorra, Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, San Marino, Spain, Sweden, Switzerland and The Vatican
- b) The rest of the world other than the United States of America and Canada.

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

### 2 Damage to leased or rented premises

**We** will indemnify **you**, up to the limit stated in the **schedule**, against **liability** for **damage** to the **trade premises** or the landlord's fixtures and fittings caused by **you**, any **employee** or any visitor

*excluding*

- a) *the **excess** stated in the **schedule** other than for any **damage** by fire or explosion*
- b) *premises not leased or rented to **you** in connection with the **business***
- c) ***damage** by any cause against which insurance is required by agreement to be arranged by **you** or on **your** behalf*
- d) ***damage** for which, by agreement, **you** are held to be liable, irrespective of negligence*
- e) *any premises outside the **United Kingdom**.*

### 3 Tools of trade

**We** will indemnify **you** up to the **limit of indemnity** stated in the **schedule** against **liability** in respect of **injury** or **damage** arising out of the ownership or use of any **vehicle**, its attached **trailer(s)** and/or plant and machinery being used as a tool of trade in connection with the **business** in the **United Kingdom**

*excluding*

- i) *any circumstances where compulsory insurance is a requirement of road traffic legislation*
- ii) *the **excess** stated in the **schedule***
- iii) ***liability** arising*
  - a) *through the performance by **you** of any contract for the movement, wheel-clamping, removal or recovery of **vehicles** not owned by **you** or **your** customer(s)*
  - b) *other than for breakdown, recovery, delivery and collection of **vehicles**, from **vehicles**, plant or machinery used in construction, agriculture or premises maintenance.*
- iv) *plant, machinery or equipment attached to or forming part of the **vehicle** and/or **trailer** which has not been inspected in line with statutory inspection requirements or which has failed such inspection.*

### 4 Application of heat at the trade premises

**We** will indemnify **you** up to the **limit of indemnity** less the **excess** shown in the **schedule**, against **liability** for **injury** or damage arising from the use, at the **trade premises**, of gas or electric welding and cutting equipment, blow lamps, blow torches and other similar equipment. *No indemnity will be provided unless **you** comply with General condition 9 – Your duties and obligations and in particular clauses K – Storage of gas cylinders and L – Application of heat at the trade premises on page 40.*

### 5 Use of spray painting equipment at the trade premises

**We** will indemnify **you** up to the **limit of indemnity** less the **excess** shown in the **schedule**, against **liability** for **injury** or damage arising from spray painting at the **trade premises**. *No indemnity will be provided unless **you** comply fully with General condition 9 – Your duties and obligations and in particular clauses K – Storage of gas cylinders on page 40 and M – Spray painting on page 41.*

## 6 Application or use of heat away from the trade premises

We will indemnify you up to the limit of indemnity less the excess shown in the schedule, against liability for injury or damage arising from the use, whether by you or a subcontractor, away from the trade premises, of gas or electric welding and cutting equipment, blow lamps, blow torches and other similar equipment.

Where you or any other persons for whom you are responsible are working at any site away from the trade premises, you must appoint a person to be responsible for fire safety to ensure that all the conditions and precautions listed below are met.

*No indemnity will be provided unless these are complied with every time heat is applied.*

### Before starting work at any site

- i) you or the appointed person must
  - a) obtain permission to start work from the person in charge
  - b) be aware of the location of the fire-fighting equipment and any fire alarms
  - c) examine all property in the immediate vicinity, including the area on the other side of any wall, door, partition, roof, ceiling and floor to ensure that no combustible materials are in danger of ignition either directly or indirectly by conducted heat
- ii) ensure that all
  - a) moveable combustible materials in the vicinity of the work and exposed to risk of fire are removed to a distance of not less than 15 metres from where the work is to be carried out
  - b) combustible materials which cannot be moved are covered and fully protected by overlapping sheets or screens of non-combustible material or equivalent protection
  - c) welding and cutting equipment is
    - 1 in a safe, serviceable condition
    - 2 regularly checked in accordance with the manufacturer's recommendations and that any connections and pressure settings are checked immediately before use
    - 3 is operated strictly in accordance with manufacturers' instructions
- iii) gas cylinders not required for immediate use must be removed from the building in which the work is taking place and at least 15 metres from the point of the application of the heat
- iv) all combustible and flammable material, electrical wiring and fuel feed pipes must be located and removed to at least 40 centimetres from the point of the application of the heat and from any secondary areas affected by heat on the subject vehicle regardless of any intervening bodywork or panels
- v) fuel tanks must be drained and removed from any vehicle where the point of the application of heat is within 40 centimetres of the tank or any fuel feed pipe
- vi) fuel from the drained fuel tanks must be kept in non-combustible containers which, together with the drained tanks, are removed from the buildings and kept within a designated safe area on the site
- vii) batteries must be disconnected and any other battery within 40 centimetres of the point of the application of the heat must be removed from that vehicle.

### While work is in progress

- i) where the site at which the work is being carried out is operated by a sole trader, you or the appointed person must arrange for another person to be alongside when the equipment is being used to see that there is no outbreak of fire
- ii) 5 kg CO<sub>2</sub> or equivalent fire extinguisher(s) made and serviced in accordance with UKCA standards and suitable for the premises and the property being worked on must be within immediate reach and be used immediately any smoke, smouldering or outbreak of fire is detected
- iii) the igniting of all equipment must be carried out strictly in accordance with the manufacturer's instructions
- iv) no equipment must be left unattended at any time.



### When the work is finished

In order to ensure that there is no outbreak of fire or signs of the possible outbreak of fire after the application of heat, **you** or the appointed person must, immediately on completion of each period of work and then again after 30 and 60 minutes

- i) examine the **vehicle** and property that was worked on to ensure that there is no outbreak of fire
- ii) undertake a thorough examination of the area in which the work was carried out including the
  - a) immediate vicinity i.e. within a radius of 15 metres
  - b) other side of any wall, door, partition, roof or other horizontal structure.

## SECTION 2 – PRODUCT LIABILITY AND SALES AND SERVICE INDEMNITY

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

### The cover

We will indemnify **you** up to the **limit of indemnity** stated in the **schedule** less the appropriate excess, against liability for **costs and expenses** incurred in respect of injury or **damage** occurring during the **period of insurance** in the **territorial limits** in connection with the **business** and arising directly from

- i) the sale or supply of any
  - a) new or used **vehicles** including manufacturer's pre-delivery checks and other work carried out prior to sale or supply including the fitting of additional **accessories**
  - b) other **motor products** and **products**
- ii) the repair, testing, servicing, maintenance, alteration, renovation, restoration, cleaning or inspection of **motor products** and **products**
- iii) the examination of **vehicles** in accordance with the Motor Vehicles Test Regulations effected on or from the **trade premises** in the course of the **business**.

### Section exclusions

*This section excludes any **claim***

- 1 *for which indemnity is provided by any other insurance*
- 2 *caused directly by the driving or use of any **vehicle** by you*
  - a) *other than in or on the **trade premises** or*
  - b) *on any road or public place within the meaning of the **Road Traffic Acts** or subsequent or amending legislation*
- 3 *arising from*
  - a) *any **motor product** or **product** imported by you directly into the **United Kingdom** from any country which is outside the **United Kingdom***
  - b) *the sale or supply of tyres other than new tyres or remoulds processed by a recognised manufacturer*
  - c) *the sale or use of second hand parts, components or units*
  - d) *the failure of any **motor product** or **product** to perform the function for which it was intended*
- 4 *arising directly or indirectly from the self-driving capabilities of any automated **vehicle***
- 5 *arising directly or indirectly from the failure of any*
  - a) *electronic and computer equipment, system or software, or the failure to update software*
  - b) *equipment, machinery, **products** or **motor products** 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*
- 6 *for the cost or expense incurred in*
  - a) *replacing, reinstating, repairing, altering, removing or recalling any defective **motor product** or **product***
  - and/or*
  - b) *rectifying the original work carried out*

- 7 for property, **motor products** and **products** belonging to or held in trust by **you** or in **your** custody or control or that of any **employee** or member of **your family** or household
- 6 resulting from any malicious act caused by or in any way brought about by **you** or any partner, director or **employee** or member of **your family**
- 7 for **injury** to **you** or to **employees** arising out of and in the course of their employment in the **business**.

## Optional extensions

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

### 1 Extended territorial limits

The **territorial limits** are extended to include

- i) Andorra, Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, San Marino, Spain, Sweden, Switzerland and The Vatican
- ii) The rest of the world *other than the United States of America and Canada*.

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

### 2 Merchantable quality

We will indemnify **you**, up to the **limits of indemnity** stated in the **schedule** against **liability** to pay compensation for **financial loss** to the retail purchasers or owners of any **vehicles**, **accessories**, parts or fuel for any **vehicle** sold, repaired, tested, serviced, maintained, altered, cleaned or inspected resulting from such goods or services not being of merchantable quality or not being fit for the purpose for which they were required or intended

*excluding*

- i) the **excess** stated in the **schedule**
- ii) compensation arising out of **injury** or damage.

## SECTION 3 – EMPLOYERS’ LIABILITY

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

### Specific definition

#### Costs and expenses

All legal, fees and disbursements incurred by **you** with our written consent in the investigation, defence or settlement of any **claim** which would be covered under this section of the **policy** including any costs arising out of

- i) **your** legal representation at any coroner’s inquest or fatal accident inquiry
- ii) any proceedings brought in a court of summary jurisdiction or an indictment in any higher court in respect of an alleged breach of statutory duty resulting in **injury** or **damage**
- iii) any claimant’s legal costs for which **you** are responsible.

### The cover

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

- a) the **limit of indemnity** stated in the **schedule**
- or
- b) £5,000,000 where an **injury** is directly or indirectly caused by, results from or is in connection with any **act of terrorism** or action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**

*excluding injury arising from*

- i) the use by **you** of a **vehicle** on a highway, road or area to which the public have access where such **injury** is caused by or arises out of the employee being carried in or on, getting into, onto or out of a **vehicle** where compulsory insurance or security is needed under **Road Traffic Act** legislation



- ii) *any activity relating to the sponsorship or organisation of and/or participation in or practising for any motor competition, race, speed, reliability or other trial or performance test other than road safety rallies or treasure hunts*
- iii) *work on, travelling or visits to or from offshore installations or support vessels.*

## Extension

### Unsatisfied court judgements

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

provided that

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

### Optional extensions

*Your schedule will show which of the following optional extensions are in force and, where applicable, the extent of cover provided.*

#### 1 Extended territorial limits

The **territorial limits** are extended to include

- a) Andorra, Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, San Marino, Spain, Sweden, Switzerland and The Vatican
- b) The rest of the world *other than the United States of America and Canada.*

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

#### 2 Injuries to working partners or proprietors

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

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

## PART C – VEHICLES AND GOODS IN TRANSIT

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

### Specific definitions

*Where any specific definition here is the same defined term as defined in the general definitions then the section specific definition only, applies for this section of the policy*

Customer vehicle	For the purposes of this part of the policy any <b>vehicle</b> , boat and <b>trailer</b> including luggage trailers and boat trailers not belonging to <b>you</b> but in <b>your</b> custody or control and for which <b>you</b> are responsible whilst being towed or carried by a <b>business vehicle</b> for recovery, collection or delivery.
Europe	Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Gibraltar, Greece, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, San Marino, Spain, Sweden, Switzerland and The Vatican.
Goods	Customers' and stock <b>vehicles</b> , <b>plant and equipment</b> , <b>tools</b> and <b>stock</b> .
In transit	The movement of <b>goods</b> in connection with the <b>business</b> .
Market value	The current cost of replacing the <b>goods</b> and or <b>trailer</b> with a comparable one of similar type and condition.
Plant and equipment	All permanently fixed items of <ul style="list-style-type: none"> <li>i) electrical, mechanical and/or hydraulic plant and associated equipment</li> <li>ii) fixtures and fittings</li> </ul> in or on <b>your vehicle</b> and/or <b>trailer</b> not supplied as original equipment by the manufacture
Stock	For the purposes of this part of the policy, stock includes merchandise and materials-in-trade belonging to <b>you</b> or for which the <b>business</b> is responsible whilst carried in or on <b>your vehicle</b> and/or <b>trailer</b> .
Territorial limits	The territorial limits shown in the <b>schedule</b> .
Tools	Portable tools, tool kits, electronic diagnostic, test and other equipment and toolkits <i>not more specifically insured</i> , owned by or for which the <b>business</b> is responsible including those belonging to <b>employees</b> .
Unattended	No-one being in a <b>business vehicle</b> or in a position to prevent any unauthorised interference with it, a <b>trailer</b> and/or the <b>goods in transit</b> .
Valuable stock	Fuel and oil, communication, audio and video equipment, computers and associated equipment and discs, photographic equipment, video and audio cassettes, compact discs, electrical tools, cigarettes, cigars, tobacco, alcoholic beverages, leather goods, clothing, furs, clocks, watches, jewellery, articles of gold and silver, precious metals and stones, bullion, cash, bank notes, stamps, bonds, securities, non ferrous metals and explosives owned by or for which the <b>business</b> is responsible.

## The cover

We will pay up to the relevant **sums insured** for accidental loss of or damage in the **territorial limits** during the **period of insurance** to any

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

## How we will settle your claim

We will by payment or, at our option, by reinstatement or repair pay up to the **sum(s) insured** shown in the **schedule** less the applicable **excess**.

### 1 Vehicles

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

- i) the **vehicle**
- ii) its **accessories** up to a maximum of £500

or we may make a cash settlement but no more than the **indemnity limit** for any one **vehicle** shown in the **schedule** or, where a driver's name is shown under the young and inexperienced driver restrictions, the specific **indemnity limit** for that driver.

### 2 Plant and equipment, tools and stock

The market value of the **plant and equipment** but no more than the sum insured shown in the **schedule**.

### 3 Trailers

The **market value** of the **trailer** but no more than the **sum insured** shown in the **schedule**.

### 4 Additional costs

We will pay a maximum of £1,000 for the additional costs necessarily incurred in

- i) debris removal and site clearance
- ii) transferring, reloading or removing the **goods** following collision, impact or overturning.

### 5 Loss of use of customer vehicles

Where cover for loss of use of **customer vehicles** is operative under Part A – Motor, we will extend the cover to include your legal liability for **customer vehicles in transit** subject to the **claim** being valid and the amount we will pay being limited to 10% of the **indemnity limit** for any one **customer vehicle** shown in the **schedule** under Part A Motor, Section 2 A – Road risks.

### 6 Automatic reinstatement of sums insured

Whilst we will not automatically reduce a **sum insured** by the amount paid for a **claim** *unless we or you give written notice to the contrary*, you will be required to pay a reasonable additional premium to keep that **sum insured** at its original level.

## Specific conditions

### 1 Underinsurance

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

### 2 Unattended vehicles and trailers

*Theft from an unattended vehicle or trailer in transit including its plant and equipment and tools will not be covered unless*

- i) all doors, windows and other openings are left closed, securely locked and fastened
- ii) the **keys** have been removed and securely stored
- iii) forcible and violent means have been used to gain entry or access

- iv) all tools are in a locked tool box which is permanently secured to the **business vehicle** and/or **trailer**
- v) the **trailer** is
  - a) either secured to a **business vehicle** with an appropriate locking device or
  - b) if detached, fitted with a heavy duty hitch lock and wheel clamp.

## Specific exclusions

*This part of the policy does not cover*

- 1 any **goods in transit** for more than seven days from dispatch to delivery unless the **schedule** shows that **we** have agreed to an extended period
- 2 *loss or damage caused by*
  - a) *inventory shortages or shortage in weight*
  - b) *the use of defective, inadequate or unsuitable packing materials*
  - c) *the incorrect packing or securing of a load*
  - d) *leakage, natural deterioration, evaporation, loss of weight or variations in temperature*
  - e) *vibration, denting, scratching or bruising*
  - f) *frost, corrosion, rust, wet or dry rot, shrinkage, dampness, dryness, marring, scratching, latent defect, inherent vice, vermin or insects*
  - g) *an existing or hidden defect*
  - h) *change in colour, flavour, texture or finish*
  - i) *mechanical or electrical breakdown, derangement or defect unless caused by external means*
  - j) *confiscation, expropriation, requisition, embargo, nationalisation, damage or destruction by order of any government, government agency or public authority*
  - k) *riot, strike, civil commotion, lockouts or labour disturbances*
- 3 *Loss of or damage to*
  - a) **valuable stock**
  - b) **tools in or on the business vehicle and/or trailer** other than from a permanently fixed securely locked tool box
  - c) any **customer vehicle** or **stock vehicle** whilst being operated under its own power
  - d) **goods at the trade premises**
  - e) **plant and equipment** insured elsewhere including under Part A – Motor, Section 2 – The vehicles.
- 4 *death, injury or loss of any living creature or liability arising therefrom.*

## Specific additional security requirements and exclusions

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

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

- 1 **Vehicle and/or trailer alarm**  
unless a fully functioning **alarm** is in efficient working order, has been set in its entirety and brought into operation
- 2 **Vehicle immobiliser**  
unless a fully functioning **immobiliser** or steering lock is in efficient working order and has been brought into operation
- 3 **Vehicle tracking device**  
unless a fully operational vehicle tracking or locating device which has been approved by **us** has been activated
- 4 **Additional locks**  
unless the additional dead locks or steering locks approved by **us** are in use

## 5 Overnight theft requirements

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

## 6 Overnight theft exclusion

between the hours of 9.00pm and 6.00am.

## Optional extensions

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

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

### 1 Financial loss following damage to goods

Financial loss arising solely from

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

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

### 2 Trailer signwriting and lock replacement

We will,

#### a) Signwriting

if **your trailer** sustains damage to its signwriting or is stolen and not recovered, **we** will pay up to 10% of the **market value** of the **trailer** shown in the **schedule** for restoration, repainting or new signwriting

provided that

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

#### b) Lock replacement

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

*but not*

- 1 any loss, damage or theft not reported to the police
- 2 unless **you** can establish to **our** satisfaction that
  - i) **your** identity, the identity and/or the garaging address of the **trailer** is not known to any person, other than **you** or a member of **your family** who may be in possession of the **key**, fob and/or transmitter
  - ii) there is a definite risk of theft or appropriation of the **trailer**
- 3 the cost of replacing the **trailer's alarms** or other security devices.

## GENERAL CONDITIONS

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

### 1 Claims notification and management

**You** must, when an incident occurs which may result in a **claim**

- i) within 48 hours of the occurrence or discovery advise **us**, initially by telephone and then in writing, of all incidents including assault, **road rage** or altercations which may result in a **claim** regardless of whether or not **you** are responsible
- ii) unless a different notification period is stated in the **schedule**, 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) within 48 hours of the incident, provide **us** with all "black box", camera and telematics records, footage and/or memory cards
- iv) not admit to, negotiate any payment, settle or refuse any **claim** without **our** written consent
- v) notify **us** in writing immediately **you** or **your** personal legal representative becomes aware of any impending prosecution, inquest or fatal inquiry involving anyone covered by this **policy**
- vi) immediately send **us** unanswered every writ, summons, legal process or other communication **you** receive about a **claim**
- vii) provide sufficient information to substantiate the **claim** including, if requested, the original purchase receipt and proof of the seller's identity
- viii) at **your** own expense, provide all other details, information and evidence **we** may require.

### 2 Late reporting of claims

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

- i) require **you** to reimburse any additional amounts **we** have had to pay
- ii) for **vehicle claims**, retain any premium refund due to **you**
- iii) request payment of the late notification **excess** shown in the **schedule**
- iv) cancel **your policy** by invoking General condition 12 – Cancellation on page 42.

In addition, your **claim** for damage to the **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 Subrogation

In the event of a **claim**, **you** must in **your** name and at **our** request and expense, take and permit to be taken all the steps required to enforce rights and remedies against any other party whether such steps are or become necessary before or after any payment is made by **us**.

## 5 Fraud

If **you**, anyone acting on **your** behalf or any other insured person makes a **claim** which is in any way fraudulent. **We**

- i) will not pay the **claim**
- ii) will seek to recover from **you** any costs **we** have incurred
- iii) may treat the **policy** as void from the time of the fraudulent act
- iv) will retain any premiums paid by **you**
- v) may tell the police.

Fraud may include

- a) statements which are deliberately false, intentionally inflated or exaggerated
- b) documents given to **us** which are false, forged or stolen
- c) **claim** details and/or information given to **us** which is inaccurate, falsified, misrepresented or has been withheld
- d) wilfully causing loss, damage or **injury**.

## 6 Your duty of care

**You** must

- i) take all reasonable steps to
  - a) prevent loss, **damage**, malicious **damage**, vandalism, accident, death and/or **injury**
  - b) maintain **vehicles** and **trailers** in an efficient and roadworthy condition and allow **us** access to examine them at any reasonable time
  - c) protect and keep safe and secure all **vehicles**, **trailers** and other insured property and allow **us** to examine them at any reasonable time
  - d) observe and comply with all statutory and/or public authority legislation, regulation, requirements and obligations
  - e) keep accurate and complete records of all purchases and sales
- ii) not leave **keys**, fobs or transmitters in or on any **unattended vehicle** or **trailer**
- iii) maintain all plant, tools and equipment in good condition and in accordance with manufacturers' instructions.

## 7 Cessation of cover

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

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

## 8 Notifying changes and non-compliance

**You** must notify **us** of

- i) any changes to
  - a) the **information** given to **us** which may affect this insurance (see Supplying information and making changes on page 48 for examples) as soon as is practicable
  - b) the use(s) of the **vehicle(s)** and/or **trade premises** immediately

and/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 insurance, **we** reserve the right to

- cancel **your policy** and refuse to pay any **claim**
- and/or
- refuse to pay a **claim** (in part or in full)
- and/or
- revise the premium and/or change an **excess**
- and/or
- revise the extent of cover or the terms, conditions and/or exclusions of this **policy**.

If it becomes necessary for **us** to cancel this **policy**, **we** will do so as outlined in General condition 12 - Cancellation on page 42.

## 9 Your duties and obligations

*No claim will be met if you have breached any of the conditions, requirements and precautions listed below where it can be shown that the breach **directly caused or contributed to the event giving rise to the claim***

### A – Vehicle and trailer CCTV and telematics

Where **your schedule** shows that **you** are required to or have elected to have a camera, digital CCTV recording system and/or telematics fitted in or to a **vehicle** and/or **trailer**, **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) have their functionality checked in accordance with the manufacturers' recommendations and at least annually
  - c) are fully operational and activated at all times
- ii) keep all maintenance contracts and/or service subscriptions in force
- iii) within 48 hours of any incident or event which may give rise to a **claim**, provide **us** with all records, footage and/or memory cards relating to it.

### B – Shared premises and changes in occupation

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

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

### C – Minimum security precautions

**You** must ensure that the minimum security precautions listed below and any others **we** require **you** to implement are in place and fully operational at the **trade premises** whenever unattended and out of **business hours**

- i) all external doors must be fitted with and secured
  - a) by a 5 lever mortice deadlock and box striking plate conforming to BS3621
  - b) by a 5 (or more) pin closed shackle padlock and locking bar
  - c) for aluminium or UPVC doors, by an integral cylinder operated swing bolt mortice lock
  - d) for double leaf doors, the first closing leaf by **key** operated locks or bolts top and bottom in addition to an appropriate locking mechanism
  - e) for outward opening doors, by hinge bolts in addition to an appropriate locking mechanism or by an alternative form of lock or locking system which provides a level and degree of security at least equal to the precautions specified above approved by **us**
- ii) all accessible windows, fanlights and skylights
  - a) must be fitted with and secured by **key** operated window locks or be protected by solid steel bars of not less than 2cm diameter, not more than 12.5cm apart and securely grouted into the brickwork or masonry surrounding the window
  - b) if louvred, must have the louvres permanently fixed in place.

### D – Intruder alarm and CCTV systems at the trade premises

Where an intruder alarm and/or CCTV recording system is installed at the **trade premises**, **you** are required to

- i) maintain the systems in full working order
- ii) put the intruder alarm into full operation whenever the **trade premises** are **unattended**
- iii) ensure that the CCTV recording system, if any, is fully functional and activated at all times
- iv) keep in force a maintenance agreement either with the installer or, if agreed by **us** in writing, another specialist security firm
- v) notify the maintenance company immediately **you** become aware of defects in any part of the system and ensure that these are promptly remedied
- vi) notify **us**
  - a) immediately if **you**
    - 1 receive notice from the police that they may be withdrawing response to intruder alarm calls
    - 2 become aware that any part of the system is not working
  - b) before any replacement, extension or other alteration is made either to the system or to the maintenance contract
- vii) on request, immediately provide **us** with all records and/or footage relating to any incident which may give rise to a **claim**.



### E – Electrical wiring

**You** must ensure that the **trade premises** have a current Electrical Wiring Certificate and that all urgent remedial work or corrective action is carried out immediately.

### F – Automatic fire alarm

Where an automatic fire alarm has been installed at the **trade premises**, **you** must ensure that

- i) all testing and checking requirements referred to in the completion certificate are carried out when required and that any defect found is remedied immediately
- ii) the maintenance procedures specified by the equipment manufacturers are carried out
- iii) **we** are notified immediately of any failure of the automatic fire alarm installation which is likely to leave any area unprotected for twelve or more hours
- iv) full records are kept of all alarm faults, tests, maintenance, disconnections and other incidents and that these are available for examination by **us**
- v) **you** notify **us** immediately the system is permanently removed, dismantled or no longer used.

### G – Fire extinguishers, break doors and shutters

**You** must ensure that

- i) there are a sufficient number of suitable types and sizes of fire extinguishing appliances in all parts of the **trade premises**
- ii) all fire extinguishing appliances
  - a) are serviced annually by a company registered by the British Approvals for Fire Equipment (BAFE)
  - b) are promptly repaired if found to be faulty or defective in a routine inspection
  - c) are recharged according to the manufacturer's instructions following every use whether fully discharged or not
- iii) all fire break doors and shutters are maintained in efficient working order and, outside of **business hours**, are kept closed and all protection systems activated
- iv) **we** are advised of any alterations made to fire protections at the **trade premises**.

However this **policy** will not be invalidated if a defect in a fire extinguishing appliance, fire break door or shutter which was unknown to **you** or beyond **your** control is a contributing factor to the **damage** to the insured property.

### H – Sprinkler maintenance

Where an automatic sprinkler system is installed at the **trade premises**, the premium **you** pay has been calculated accordingly. **You** are therefore required to

- i) take all reasonable steps to prevent frost and other **damage**
- ii) maintain or ensure that the installation, including the external alarm signal, is in efficient working condition throughout the **period of insurance**
- iii) make a weekly test to ensure that the alarm is in working order and that the stop valves controlling the individual water supplies and the installation are fully open
- iv) if required by **us** to do so, make quarterly or half yearly tests to ascertain that each water supply is in order
- v) make any further tests and inspections of the equipment installed as and when required by **us**
- vi) record the particulars of each test and promptly remedy any defects that are found
- vii) notify **us** immediately if the water supplies are turned off or the sprinkler installation is rendered inoperative from any cause
- viii) give **us** advance written notice and obtain **our** written agreement before any changes, repairs or alterations are made
- ix) when requested by **us**, give reasonable access to the **trade premises** to inspect the system
- x) if **we** notify **you** that defects in the construction or condition of the system require alterations or repairs to be carried out, **we** may at **our** option, advise **you** in writing that cover will be suspended until these have been carried out and **we** have approved them.

### I – Provision and use of safety equipment

**You** must ensure that appropriate safety equipment is provided to all operatives whether working in or away from the **trade premises** and that such equipment is properly maintained and used.

### J – Storage and removal of waste

**You** must ensure that

- i) during working hours oily and/or greasy waste and used cleaning cloths are put into closed metal bins with metal lids

- ii) all other combustible waste including food packaging, is swept up each day and put into closed metal bins with metal lids
- iii) all containers are removed from the buildings of the **trade premises** at the end of each working day
- iv) all waste is securely stored away from the walls of the buildings and removed from the **trade premises** at least once a week.

#### **K – Storage of gas cylinders**

If the work **you** undertake involves the use of gas cylinders at the **trade premises**, *no claim will be met* unless **you** comply with the following requirements

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

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

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

#### **L – Application of heat at the trade premises**

If the work **you** undertake involves the use of gas or electric welding and cutting equipment, blow lamps, blow torches or similar equipment, *no claim will be met* unless the following requirements have been complied with every time heat is applied.

- i) **Before starting work**
  - a) **you** must be, or appoint an **employee** to be, responsible for fire safety and for ensuring that all necessary precautions are taken
  - b) **you** must ensure that the area of the **trade premises** selected for the work to be carried out is of non combustible construction, that all combustible materials have been moved to a distance of at least 6 metres from where work will be carried out and that the only gas cylinders present are necessary for the job in hand
  - c) all spare gas cylinders are securely stored outside the buildings
  - d) **you** must ensure that combustible materials are not in danger of ignition either directly or indirectly by conducted heat and that combustible materials which cannot be moved are covered and fully protected by overlapping sheets or screens of non-combustible material
  - e) all welding and cutting equipment must be in a safe serviceable condition, have been checked on a regular basis in accordance with the manufacturers' recommendations and the connections and pressure settings checked immediately before use
  - f) all combustible or flammable material, electric wiring and fuel feed pipes must be located and removed to at least 40 centimetres from the point of the application of the heat and from any secondary areas affected by heat on the subject **vehicles** regardless of any intervening bodywork or panels
  - g) fuel tanks must be drained and removed from any **vehicle** if the point of the application of the heat is within 40 centimetres of the tank or any fuel feed pipes
  - h) fuel from the drained fuel tanks must be kept in non-combustible containers which, together with the drained tanks, are removed from the buildings and kept within a designated safe area on the site
  - i) batteries must be disconnected and any battery within 40 centimetres of the point of the application of the heat removed from the **vehicle**.

## ii) **Whilst the work is in progress**

- a) unless **you** are a sole trader and have no-one to assist **you**, **you** must arrange for a person to be alongside the operative when using the equipment to see that there is no outbreak of fire
- b) at least one 5kg CO<sub>2</sub> fire extinguisher is within immediate reach of the point of the application of the heat
- c) the igniting of all such equipment must be carried out strictly in accordance with the manufacturer's instructions and lighted equipment must not be left unattended.

## iii) **When the work is finished**

in order to ensure that there is no risk of fire after the application of heat, **you** must immediately on completion of each period of work and then again after 30 and 60 minutes

- a) undertake a thorough examination of the area in which the work was carried out including
  - 1 the immediate vicinity i.e. within a radius of 15 metres
  - 2 the other side of any wall or partition
- b) examine the **vehicle** or property worked upon to ensure there is no possibility of an outbreak of fire.

## **M – Spray painting**

If the work **you** undertake involves paint spraying at the **trade premises**, *no claim will be met* unless **you** comply with the following requirements

- i) All spray painting, other than the use of aerosol cans used for touching up, must be carried out in a booth or other designated area
- ii) **You** must ensure that
  - a) each booth or designated area
    - 1 is equipped with a fan which exhausts to the open and which is always in operation whilst spraying is in progress and for at least 15 minutes after spraying has ceased
    - 2 has its electric lighting provided either from outside the booth area or, if in it, behind sealed wired glass panels, flameproof or another type of lighting approved by **us**
    - 3 has no electric switches or fuse boxes unless these are flameproof
    - 4 is cleaned in accordance with written procedures which must include the regular cleaning of extraction filters and ducts
  - b) each person spraying is provided with and uses appropriate safety equipment and protective clothing
  - c) all portable electrical equipment is removed from the booth or designated area when spraying is carried out
- iii) Heating systems must be fixed or, if there is an alternative system in place, it must be agreed by **us**
- iv) No smoking or use of naked lights is permitted
- v) Only the paint actually in use is kept in the booth or designated area and all other stocks of paints and thinners are kept in a special paint store in sealed cans.

## **N – Working on tankers**

**You** must ensure, before taking charge of any **tanker** for maintenance, repair, modification, extension, restructuring, demolition or cleaning, that the **tanker** has been made safe by adequate cleaning in order to eliminate any residual dangerous substances and to prevent any occurrence of explosive atmospheres as outlined in Regulation 6 of Dangerous Substances and Explosive Atmosphere Regulations 2002 (DSEAR) and in the Carriage of Dangerous Goods by Road Regulations 1996 or any subsequent or amending legislation or imposed regulation. **You** must ensure that any such repair, modification, extension, restructuring of the tanker complies with the requirements of the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009.

## **10 How we process and use your information**

The information **you** supply may be used for insurance administration, management information including portfolio assessment, risk assessment, performance and management reporting, debt collection, offering renewal, research and statistical analysis by **Tradex**, its associated companies and agents, by other participating **insurers** and suppliers and **your**

insurance broker, 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 (see page 50).

## 11 Cooling off period

We hope **you** are happy with **your policy** but if **you** are not and decide not to proceed, **you** have 14 days from the date **you** receive **your policy** to cancel. Any refund given will be subject to the payment of the premium for the period that cover has been in force plus a policy charge of £35 plus IPT. If a **claim** has been made or an incident which may give rise to a **claim** has occurred, the full annual premium remains payable and no refund will be allowed.

## 12 Cancellation

This **policy** may be cancelled by

- i) **you** giving **us** written instructions
- ii) **us** sending **you** a cancellation notice by recorded delivery letter to the address shown in **your schedule** or **your** last known address
- iii) **us** if **you** pay **your** premium in instalments by any kind of deferred payment scheme and fail to make a payment when it is due
- iv) **us** if **you** or anyone else covered by this insurance have not met the terms and conditions of the **policy**
- v) **us** if **you** have not provided the documentation requested by **us**, **your** broker or agent
- vi) **us** if **your** circumstances change and **we** are no longer able to provide cover
- vii) **us** if **you** misrepresent or fail to disclose information that is relevant to **your** insurance
- viii) **us** where **we** reasonably suspect fraud
- ix) **us** where **you** fail to comply with the conditions of the **policy**.

A proportionate refund of premium will be allowed unless

- a) a **claim** has been made or there has been an incident which may give rise to a **claim**
- b) the **period of insurance** is less than 12 months.

### Important notes

In accordance with The Motor Vehicle Order 2010 (Electronic Communication of Certificates of Insurance), **you** may cancel the **policy** by sending a formal electronic notice to confirm the date and time **your** cover ceased to **compliance@tradexinsurance.com**

If **we** cancel **your policy** **we** will provide **you** with seven days notice of termination to **your** last known address as shown in **your policy schedule**.

If **you** pay **your** premiums by instalments and fail to pay an instalment **your policy** may be cancelled within 7 days of the failure to pay and **we** may exercise **our** right to collect the outstanding balance of the premium.

## 13 Monthly premiums

Where **you** pay monthly premiums **you** will be provided with one month's cover for each monthly premium paid during the **period of insurance**. **You** must pay each premium when it is due otherwise **we** will cancel this **policy** from that date. In the event of such cancellation, **you** must surrender any employers liability certificate(s) to **us**.

## 14 Other insurances

If at the time a **claim** is made under this **policy** there is another insurance in force that would cover the same **damage** or liability **we** will, unless specifically varied elsewhere in this **policy**, only pay the amount **you** cannot recover from the other insurance and no more than the **sums insured** or specific limits stated in the **policy** and/or **schedule**.

## 15 Policy charges

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

## 16 Excesses

Where an **excess** is shown in the **schedule** and/or elsewhere in this part of the **policy**, **you** have agreed to pay that amount for each incident of loss, **damage** or liability. 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 **claim** in full without deducting any applicable **excess(es)**, **we** will **claim** back the amount from **you** and **you** agree to pay it to **us** without delay. Failure to do so may result in the cancellation of the **policy**.

## 17 Motor Insurance Policy Database disclosure

Where a **vehicle** is registered with the **DVLA**, its details must be added to the **MIPD** which is managed by the Motor Insurers' Bureau (MIB). If the registration number is not shown correctly on your **policy** documents **you** must contact **us** immediately.

It is equally important that **vehicle** registration numbers are removed from the **MIPD** when a **vehicle** is sold. Leaving a sold **vehicle** on **MIPD** may leave **you** liable to penalties including points being added to **your** driving licence, and could also mean a third party claimant might still be able to make a **claim** against **your policy**.

In the event of a **claim** involving a **vehicle** that should have been disclosed to **us** but was not, or which should have been removed from **MIPD** but was not, **we** may at **our** option

- i) deal with any third party **claim** but not a **claim** involving loss of or **damage** to **your** own **vehicle** and/or
- ii) pursue recovery from **you** and/or the driver for **our** outlay and/or
- iii) apply a retrospective additional premium or **excess** and/or
- iv) decline indemnity and/or
- v) cancel or further restrict the cover provided by this **policy**.

## 18 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.

## 19 Contracts (Rights of Third Parties) Act

No person, persons, company or other party not named as the **policyholder** in this **policy** has any right under the Contracts (Rights of Third Parties) Act 1999 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 that Act.

## 20 Governing law

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

## 21 Acts of Parliament

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

## 22 Jurisdiction

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

## 23 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 or, if applicable, to the Financial Ombudsman Service. When this happens, an award must be made before proceedings can be started against **us**.

### Other disputes

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

### Complaints

See page 53 for the full complaints procedure.

## GENERAL EXCLUSIONS

*The following exclusions apply to this **policy** as a whole except where these are varied specifically. In addition, each part and section has its own specific exclusions.*

*This policy does not cover*

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

Death, **injury**, loss, damage, cost, expense, **indirect loss** or legal liability directly or indirectly caused by, contributed to 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
- ii) **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- iii) action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**.

However, **we** will provide cover

- a) to meet the minimum requirements of any relevant law including current Road Traffic legislation
- b) for liability to **your employees** if Part B – Legal liabilities, Section 3 – Employers Liability is shown to be operative (see page 30).

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**

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

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

### **3 Pollution**

Death, **injury**, loss, damage, **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 other than 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

- i) in the United States of America or Canada
- ii) any discharge or leak caused by a failure to maintain or repair all or part of the insured property.

### **4 Cyber loss**

Any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by

- i) the use or operation of any **Computer System** or **Computer Network**
- ii) the reduction in or loss of ability to use or operate any **Computer System**, **Computer Network** or **Data**
- iii) access to, processing, transmission, storage or use of any **Data**
- iv) inability to access, process, transmit, store or use any **Data**
- v) any threat of or any hoax relating to i, ii, iii & iv above
- vi) any error or omission or accident in respect of any **Computer System**, **Computer Network** or **Data**.



## 5 **Electronic equipment failure**

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

- i) **electronic and computer 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**.

## 7 **Vehicle and trailer exclusions**

Any **loss**, **damage**, **legal liability**, **death**, **injury**, **cost**, **expense** or **indirect loss** arising from

- i) the ownership, operation and/or use of a minibus, **coach** or **tanker** by the **business**
- ii) the **vehicle** being driven by any person 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 the manufacturer has advised that the ability to drive may be impaired
- iii) any act of
  - a) actual or attempted suicide
  - b) wilful, deliberate, malicious or criminal damage or **injury** (including but not limited to **road rage**) committed by **you** and/or any passenger in the **vehicle**
  - c) theft or attempted theft (including from an **unattended vehicle** and/or **trailer**) committed by a person with authorised access to the **vehicle** and/or **trailer keys**
- iv) the use of the **vehicle** and any **trailer** (whether attached or not)
  - a) airside 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
- v) any **vehicle** or **trailer**
  - a) and/or its load not complying with applicable legislation or regulation
  - b) being used to carry a load heavier than it is constructed to carry and/or over its specified maximum capacity and/or an unstable or insecure load
- vi) 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
- vii) the loading and unloading of the **vehicle** and/or **trailer** other than on a road or area to which the public have access by anyone apart from the driver, assistant and/or attendant
- viii) the spraying of crops or dissemination by any means of any chemical or other substances whether or not for agricultural purposes
- ix) **your** failure to use all reasonable means to safeguard **your vehicle**, **trailer** and **your** passengers at all times.

## 8 Other exclusions

- i) Any deliberate act including theft, attempted theft or any malicious act by **you, your family**, work colleagues, tenants, licensees, occupants sharing the **trade premises**, current and ex-**employees, subcontractors, business partners** or directors other than theft or attempted theft where forcible and violent means are used to gain entry or exit.
- ii) Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances resulting
  - a) in confiscation, requisition or destruction by any government or public authority
  - b) from total or partial cessation of work
- iii) Loss, damage or legal liability caused by or resulting from
  - a) **your** failure to use all reasonable means to safeguard **your** property or that in your custody or control at all times
  - b) the application of heat and/or paint spraying unless shown in the **schedule** as covered
  - c) deception including by purported purchasers, hirers or their agents or whilst the **vehicle** is being demonstrated other than by any person using deception to gain entry to the **trade premises** or the **home**
  - d) **you** voluntarily parting with title or possession if induced to do so by any fraudulent scheme, trick, device or false pretence
  - e) pressure waves resulting from aircraft and other aerial devices travelling at sonic or supersonic speeds
- iv) Loss or damage caused by or resulting from
  - a) contamination, deterioration, corrosion, dust, rust, wet or dry rot, dampness, dryness, mildew, leakage, evaporation, shrinking, change in temperature, colour, flavour, texture or finish, vibration, denting, scratching, marring or bruising
  - b) normal wear and tear, inherent vice, latent or hidden defect, any gradually operating cause, frost or solely from a change in the water table level
  - c) normal upkeep or making good and/or the actual process of cleaning or restoring the insured property
  - d) faulty or defective workmanship, operational error or omission by **you** or any of **your employees**
  - e) moth, vermin, termites or other insects
  - f) mechanical, electrical or computer breakdown, fault or failure unless caused by external means
  - g) theft or attempted theft unless
    - 1 there is visible evidence of forcible and violent entry or exit
    - 2 you have been held up or violence has been threatened against you
- v) Inventory shortages or unexplained disappearances not discovered immediately.
- vi) Loss or damage which occurred or which was known to **you** before the inception of this **policy**
- vii) Loss or damage 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.
- viii) Legal liability **you** have accepted solely by virtue of an agreement which would not have attached had that agreement not existed
- ix) VAT that can be recovered elsewhere.
- x) Any person or property covered by any other insurance
- xi) Loss or damage arising from confiscation, requisition or destruction by or under the order of any government, public or local authority
- xii) Loss, damage, legal liability, death, **injury**, cost, expense or **indirect loss** arising from any steam driven **vehicle**, aircraft, hovercraft, watercraft, trolley-bus, tram or other **vehicle** on rails unless specifically allowed for in this **policy** or shown in **your schedule** to be included
- xiii) Fines, penalties and/or punitive, aggravated, restitutionary, exemplary or liquidated damages and/or any additional damages resulting from the multiplication of compensatory damages.



**9 Portable heating**

Unless specifically agreed by us in writing and shown in the **schedule**, any death, **injury**, loss, damage, cost, expense, **indirect loss** or legal liability arising directly or indirectly from the use of electric fans, LPG, oil, paraffin fuelled and/or other portable heaters other than in the office or canteen areas of the **trade premises**.

**10 Faulty workmanship or design**

Except as allowed for elsewhere in any part or section of this **policy**, any death, **injury**, loss, damage, cost, expense, **indirect loss** or legal liability caused by or resulting from faulty or defective workmanship, misapplication of tools, defective design or the use of defective materials including any resultant diminution in value.

**11 Vehicles being worked on**

Loss or damage to any **vehicle**, its **accessories** and **in-vehicle equipment** whilst being worked on or directly resulting from such work unless stated otherwise in your **schedule**.

**12 Indirect losses**

**Indirect losses** of any kind including but not limited to

- a) those experienced by **you** or any other party and/or depreciation in the value of a **vehicle** by virtue of the fact that it has suffered damage
- b) hire charges for a replacement **vehicle** incurred by a customer whose **vehicle** has been damaged whilst in **your** custody or control

except as specifically covered elsewhere in this **policy**.

## IMPORTANT INFORMATION – PLEASE READ

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We strongly recommend that you keep a record of all information given to us and your broker or agent including details of telephone calls, copies of all letters, emails, the statement of fact and any supplementary forms. If you require your documentation in an alternative format such as large print, please contact us, your broker or agent.

To ensure we maintain a high quality of service, we may monitor or 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 specific and general conditions as well as the exclusions to ensure that you can comply with all our requirements. Please note that, in some instances, other more specific terms, limitations, conditions, exclusions and excesses may be 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

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You must take reasonable care to give full and correct answers to the questions we ask. You must tell us if anything on your schedule, certificate of motor insurance or Statement of Fact is incorrect or changes during the period of insurance.

If you are unsure whether you need to tell us something, please tell us your broker or agent anyway as failure to do so may result in our

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

Examples of what you need to tell us about include but are not limited to

- details of any incident, accident, loss or injury, whether or not you make a claim
- changes to home and/or trading addresses
- if the premises are shared, any changes in occupancy, the type of business or the processes carried out
- changes to your business activities
- a change of job, including any part-time work by you or other drivers, a change in the type of business or having no work at all
- for personally owned vehicles and business vehicles and if applicable stock vehicles
  - additions or disposals
  - the purpose for which the vehicle is used
  - the person who uses the vehicle most
  - any alterations or adaptations which make any vehicle different from the manufacturer's standard specification regardless of whether the changes are mechanical or cosmetic
- details of any additional drivers you have not told us about before or who are excluded from driving by the schedule or the current certificate of motor insurance
- details of any motoring convictions of any person allowed to drive or of any pending prosecution for motoring offences other than parking
- details if you or any other person allowed to drive the vehicle suffers from a health condition which the DVLA, DVA or any other licencing authority are or should have been made aware such as diabetes, epilepsy, a heart condition or any other chronic condition
- the suspension, revoking, altered terms or refusal to renew driving or other licences
- any County Court Judgements in England and Wales and/or orders or judgements for debt in other jurisdictions, criminal convictions, charges, Individual Voluntary Arrangement (IVA), bankruptcy or insolvency against you, a partner or director of the business or any person allowed to drive the vehicles

- you or any person insured by this policy being disqualified from acting as a company director for any period of time
- the business is wound up, dissolved, put into administration, a liquidator or receiver is appointed or trading is permanently discontinued
- if you are a sole trader, your entry into an Individual Voluntary Arrangement (IVA)
- details of any accident or loss, whether or not you make a claim, involving your vehicle or while you are driving anyone else's vehicle
- details of any non motoring offences of any person allowed to drive or of any pending prosecutions
- changes to, problems with or the suspension of fire, security measures or other protections at the trade premises particularly if these are not operational for any reason
- if the premises are shared, any changes in occupancy, the type of business or the processes carried out
- alterations, extensions or improvements to the premises.

It is an offence to deliberately make false statements, withhold or misrepresent information in order to obtain a Certificate of Motor Insurance or any other insurance. This includes disclosing all convictions and incidents which may give rise to a claim.

## PRIVACY NOTICE

Please read this notice carefully as it contains important information regarding the use of your personal information and how we collect, use and share your information. For further details please visit <https://www.tradexinsurance.com/PrivacyNotice.pdf>.

Where you provide personal information to us about other individuals (for example, members of your family or employees) we will also be Data Controller of and responsible for their personal data. You should refer them to this notice before providing personal data to us on behalf of others.

For the purposes of data protection legislation, the UK Data Protection Act 2018 and its equivalent in any other relevant jurisdiction and any amending or subsequent relevant legislation, Tradex Insurance Company Limited is the Data Controller for any personal data you supply.

Please note that we may record telephone calls to help us monitor and improve the service we provide.

### Personal data

In order to provide our insurance services we will collect personal data as listed below

#### Personal Data

- Name
- Date of birth
- Gender
- Telephone number
- Email address
- Home address
- Job title
- National Insurance Number
- Driving licence details and driving history (which may include tracking information or telematics information)
- Vehicle Registration Numbers
- Payment Data (Credit / Debit Card & Bank Details)
- County Court Judgement & Bankruptcy Data
- Details about you and your personal circumstances (eg marital status, occupation)
- Other details if pertinent to the scope of the quote or policy (eg required business licences, affiliations, memberships of or registrations with regulatory bodies, or professional qualifications)
- Information about travel plans, destinations, and planned activities
- Voice Recordings of telephone calls to our customer service departments for training and monitoring purposes.

We may also need to collect data which the data protection legislation defines as sensitive, such as criminal convictions or medical history in order to assess your renewal, make changes to your policy and/or to administer claims.

As well as collecting personal data directly from you, we will also collect personal data from

- Our records
- Your company website (if relevant)
- Third parties (including brokers, insurance companies, business partners, suppliers, payment & delivery services, third party claimants under a policy, medical representatives in the event of a claim, accident management companies, advertising networks, analytics providers, search information providers and credit reference agencies)
- Other resources, for example, risk assessment models, pricing data, statistics and other information from public databases and websites
- Other publicly available sources, including, but not limited to, Google Earth and social media
- Customer and broker surveys
- Insurance industry fraud prevention and detection databases (including, but not limited to, Claims and Underwriting Exchange (CUE), Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and MyLicence
- Sanctions Screening Tools
- Government agencies such as HMRC and from professional regulators.

#### **How we will use your information**

We will use your personal data to for a number of purposes including

- provide a quotation
- manage your insurance
- manage claims
- collect premiums
- to recover any monies you owe us
- for crime prevention in relation to fraud or money laundering
- for record keeping purposes.

We also use your information to make sure we comply with any financial sanctions that apply in the United Kingdom or overseas. We may need to request additional information following such checks.

#### **Sharing information**

We will share your information with other organisations and companies who we have contracted with to assist us with the management of our policies, claims or finance processes.

These may include

- Your relatives, executors or, guardians (on your behalf where you are incapacitated or unable) or other people or organisations associated with you such as your insurance broker
- Where you have named an alternative contact (such as a relative) to speak with us on your behalf. Once you have told us your alternative contact, this person will be able to discuss all aspects of your policy (including claims and cancellation) with us and make changes on your behalf
- Our insurance partners such as brokers, other insurers, reinsurers, or other companies who act as insurance distributors
- Other third parties who assist in the administration of insurance policies such as another Insurance Company if there has been an accident which requires a claim to or from that Insurance Company.
- We may share the personal information of any persons named on the policy with third parties to obtain information which may be used by us to inform its risk selection, pricing, and underwriting decisions
- Other third parties you have asked us to engage with
- Passing information to a third party for the purpose of validating your No Claims Discount (NCD) entitlement and this may be made available to other insurers
- Overseas assistance companies
- Loss Adjusters
- Engineers

- Emergency Assistance Companies
- Your healthcare practitioner
- Solicitors (to manage claims (whether you are an insured or a third-party claimant); to manage legal cases brought against us or on our behalf; to manage regulatory investigations)
- Business partners (software Providers, who provide the technical infrastructure to allow us to provide your quote, policy, and claims administration; clients: for whom we provide insurance policy and administration; companies you have agreed may receive your information to allow you to enter into a contract with them (for example, reward schemes or claims management companies))
- Suppliers (surveyors; companies engaged by us to provide contracted services (this is a wide-ranging list of companies, and their use will depend upon the circumstances. For example, in the event of a claim we may engage the services of recovery agents, car hire companies, mechanics or body shops); companies engaged by us to provide aspects of our communications with you (for example, web / web portal hosting)
- Finance Providers
- Enquiry Agents /Counter Fraud investigators
- Credit reference agencies
- Debt Collectors
- Survey companies
- Data analytics advisors
- Where you have given your explicit consent, to third parties for marketing purposes.

We may also carry out searches with Credit Reference Agencies at quotation, renewal or if you pay your insurance premium by instalments.

We will share or check your information with other organisations including fraud prevention agencies and the police.

We (or third parties acting on our behalf) may store or process information that we collect about you in countries outside the European Economic Area (EEA). This includes where we provide policies locally in the UK but a third party connected to the distribution of the policy is based outside the EEA, for example in the US. Where we make a transfer of your personal data outside of the EEA we will take the required steps to ensure that your personal data is protected. Such steps may include placing the receiving party under contractual obligations to protect your personal data to specific adequate standards. If you would like further information regarding the steps we take to safeguard your personal information, please contact us using the contact information provided under the "your rights" section.

If we are unable to contact you we will contact a driver directly if that driver was involved in an accident or claim.

### Your rights

In certain circumstances (and subject to certain exemptions), you have a number of rights in relation to your personal data

- The right to be informed
- The right of access to your personal data and certain information about how we process it
- The right to rectification if the information that we hold about you is incorrect or incomplete
- The right to erasure
- The right to object to our processing of your personal data
- The right to restrict processing
- The right to request that we transfer your data directly to a third party
- Where we are relying on consent to process your personal data, you have the right to withdraw your consent.

We will always explain to you how we are dealing with your request. In some circumstances (such as the right to erasure or withdrawal of consent), the exercise of your rights might mean that we can no longer provide our services to you. We will always discuss this with you in advance.

You also have the right to make a complaint to the Information Commissioner's Office by calling **0303 123 1113** or using other contact information found at <https://ico.org.uk/>.

### **Contacting us**

If you have any questions or would like to exercise any of your rights, please contact:

The Data Protection Officer  
Tradex Insurance Company Limited  
7 Eastern Road, Romford, Essex RM1 3NH  
email: dpo@tradexinsurance.com  
telephone: 01708 971 000.

### **Motor Insurance Policy Database**

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

Other insurers and the Motor Insurers' Bureau may search the MIPD to ascertain relevant policy information if you have been involved in a road accident whether in the United Kingdom or abroad.

Other people pursuing a claim in respect of a road traffic accident, their personal or appointed representatives, whether within the United Kingdom or overseas may also obtain relevant information which is held on the MIPD.

### **Driving licence information**

Driving licence checks may be completed prior to renewal of the policy where you have supplied your own and your named drivers licence details.

### **Administration, management information and regulatory compliance**

The information you supply may be

- used for insurance administration, debt collection, offering renewal, research and statistical analysis by Tradex, its associated companies and agents, by other participating insurers and suppliers and your insurance broker or agent
- used for management information purposes including portfolio assessment, risk assessment, performance and management reporting
- disclosed to regulatory bodies for monitoring and/or enforcing the insurers' compliance with any regulatory rules and codes of conduct
- shared with other insurers either directly or via those acting for them such as loss adjusters, surveyors and investigators
- provided to, shared with and checked against various databases (including the No Claims Discount Database), the DVLA/DVA, credit reference agencies, fraud prevention agencies and public bodies including the police when you apply for, renew or amend this insurance or make a claim.

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

### **Fraud detection and prevention**

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

- request information from and pass claims information to the Claims and Underwriting Exchange (CUE) and the Motor Insurance Anti Fraud and Theft Register (MIAFTR)
- provide the DVLA or, where applicable, the DVA with all driving licence numbers to confirm each driver's licence status, entitlement and restriction information and endorsement and/or conviction data
- check your identity to prevent money laundering unless you have provided us with satisfactory proof of identity
- undertake checks against publicly available information such as the electoral roll, County Court Judgements in England and Wales and/or orders or judgements for debt in other jurisdictions, Individual Voluntary Arrangements and bankruptcy orders
- validate your claims history or that of any insured person or property involved in the policy or a claim.

### Employers' Liability Register

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

## MOTOR INSURANCE POLICY DATABASE DISCLOSURE

You are required to comply with the regulations relating to the MIPD for DVLA and DVA registered vehicles. It is therefore your responsibility to ensure that the MIPD is kept fully up to date. This means that the vehicles to be insured must be advised to and accepted by us. The vehicle details provided will be recorded on the MIPD.

If a vehicle's registration number is not shown correctly on your policy documents or you cannot find it on the MIPD, please contact us immediately. If you do not, the vehicle may be clamped, seized or destroyed and other penalties imposed including points being added to your driving licence. You can check that your correct registration number is shown on the MIPD at [www.askMID.com](http://www.askMID.com).

As you are obligated to advise every person who will be insured by the policy of these requirements, we strongly recommend that you keep a copy of the statement of facts and any supplementary correspondence 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 982 666**.

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](mailto: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.

We will aim to resolve the complaint promptly. If we are unable to resolve the complaint to your satisfaction within three Business Days (business days are Monday to Friday (excluding bank holidays and public holidays), the matter will be passed to the Compliance Department, who will acknowledge it and undertake an independent review. Once the review has been completed and a decision has been made, we will issue details of this in the form of a final response letter. A final response letter will be issued within eight weeks of the date of your complaint.

### Final response letter

This will summarise the complaint, detail our findings and explain the decision we have made.

If we are unable to issue a final response letter within eight weeks of the date you made your verbal or written complaint, we will contact you to give reasons for the delay and indicate when we expect to issue it.

**If you remain dissatisfied**

If after eight weeks of making the complaint you have not received a final response, or are unhappy with the decision, you may be able to ask the Financial Ombudsman Service to review the matter. They can be contacted using the details below:

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

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

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

For more information visit

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

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## FINANCIAL SERVICES COMPENSATION SCHEME

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Tradex is covered by the Financial Services Compensation Scheme (FSCS) which protects you in the unlikely event that it is financially unable to pay claims made against it. For cover required by the Road Traffic Acts or any other form of compulsory insurance, you would be covered in full for any claim. For all non compulsory insurances, if you are an eligible claimant the FSCS will meet a maximum of 90% of any claim for compensation. In both cases, there is no upper limit. Full details are available on the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to

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





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