

TRADEX



Commercial Motor Plus Policy



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Introduction to your policy

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

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

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

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.

A handwritten signature in blue ink that reads "N. J. Taylor". The signature is stylized with a large, sweeping flourish at the bottom.

Nick Taylor, Chief Executive Officer

Motor Insurance Database disclosure

It is now a legal requirement that details and registrations of the vehicles you own are added to the Motor Insurance Database (MID) which is managed by the Motor Insurers' Bureau (MIB). If a vehicle's registration number is not shown correctly on your policy documents or you cannot find your vehicle on the MID, please contact us immediately. If you do not, the vehicle may be clamped, seized or destroyed and other penalties imposed including 6 points being added to the driver's licence. You can check that your correct registration number is shown in the MID at www.askMID.com.

For further information please read Essential Information – Motor Insurance Database on page 53.

Making a claim

Motor, Legal liabilities and Goods in transit

As soon as you can, please telephone the First Response Helpline on 0333 313 3131 or from abroad +44 1708 729 510, weekdays 9am to 5pm

An out of hours telephone service is available or you may email us at newclaims@tradex.com.

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

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 41 below).
- You must report every accident even if there is no damage to your vehicle or an accident was not your fault.
- You must not drive a vehicle after an accident if it is not roadworthy or if this will, in any way, increase the damage.
- You must send us, unanswered, every writ, summons, legal process or other communication about the claim as soon as you receive it.
- You must tell us in writing immediately you or your legal representative become aware of any prosecution, inquest or fatal inquiry involving anyone covered by this policy.
- Send all documentation requested to
Commercial Motor Claims Department, 7 Eastern Road, Romford, Essex RM1 3NH.

Windscreen

If this optional extension is in force, please telephone 0800 011 3677 at any time

General definitions

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

Act of terrorism	An act or threatened act as set out in the Terrorism Act 2000 and which is <ul style="list-style-type: none"> a) carried out by any person or group(s) of persons whether acting alone, on behalf of or in connection with any organisation(s) or government(s) b) committed for political, religious, ideological or other similar purposes including the intention to influence any government and/or to intimidate the public or any section of the public and which involves any serious violence, damage to property or disruption to or interference with an electronic system, any risk to health or safety or which endangers life.
Business	The business which you operate in the United Kingdom as shown in the schedule .
Certificate of motor insurance	Evidence of the existence of motor insurance as required by law.
Claim	A claim or series of claims arising out of one event.
DVA	The Driving and Vehicle Agency Northern Ireland.
DVLA	The Driving and Vehicle Licensing Authority.
Employee	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 business whether the contract is expressed or implied, oral or in writing including anyone <ul style="list-style-type: none"> a) hired or lent to you or borrowed by you b) supplied to you or employed by you under your control or supervision c) who is self employed and working under your control or supervision d) who is a prospective employee whose suitability for employment is being assessed by you.
Endorsement	Any variation to the printed terms of this policy .
Excess(es)	The amount(s) and/or any percentage shown in the schedule which will be deducted from each claim paid.
Family	Your spouse , your own, adopted, foster or step children, parents and any relatives living permanently with you .
FCA	The Financial Conduct Authority. Information on regulated companies can be obtained either by calling the FCA Consumer Helpline free on 0800 111 6768 or by visiting their website www.fca.org.uk
Home	Your permanent private residence in the United Kingdom .
Indirect loss(es)	Any loss, charge or cost not directly caused by the event leading to a claim including but not limited to loss of market, loss of contract, loss of use, monetary devaluation or any other similar economic loss.
Injury	Bodily injury, death, illness, disease and/or nervous shock.
Material facts	Any information which would influence us in our decision to provide or restrict cover and to set the level of premium.
Period of insurance	The period stated in the schedule , for which you have paid and we have accepted the premium.

Policy	This document, schedule, endorsements and certificate(s) of motor insurance read together and any word or expression to which a specific meaning has been given having the same meaning wherever it appears.
Policyholder	The person(s) and/or business named as the policyholder in the schedule .
Road rage	A deliberate act by the driver or passenger of a motor vehicle intended to cause harm, damage or intimidation to other persons or damage to their vehicles or property.
Schedule	The document which gives details of the policyholder, insured or insured persons, the period of insurance, endorsements applicable, excess(es) and the cover in force.
Spouse	Your husband, wife, civil partner (as defined in the Civil Partnership Act 2004) or someone you are living with as if you are married to them.
Subcontractor	A person or business which has a contract, as an independent contractor and not as an employee , with your business to provide some portion of the work or services which you have agreed to perform.
Sum(s) insured/ indemnity limit	The specific amount(s) or indemnity limit(s) shown in the schedule .
Tradex	Tradex Insurance Company Limited.
United Kingdom	Great Britain, Northern Ireland, Isle of Man and the Channel Islands.
Unattended	No-one being in, on or in a position to prevent any unauthorised interference with the vehicle, trailer and/or any contents.
Vehicle	Any vehicle, including its permanently fitted accessories and parts, which is <ol style="list-style-type: none"> a) owned, registered, leased or hired under a hire purchase agreement by you b) described in the schedule and current certificate of motor insurance c) recorded on the Motor Insurance Database (MID).
We/us/our/the insurer/ You/your/insured/ insured person	Tradex or any other insurer more fully defined in any operative part or section of this policy . <ol style="list-style-type: none"> a) the policyholder and b) where more specifically insured elsewhere in this policy, any person <ol style="list-style-type: none"> i) permitted by the current certificate of motor insurance to drive, use or be in charge of the vehicle ii) defined as an employee, insured or insured person in any individual part or section of this policy and, where applicable, their personal legal representatives.

Part A – Motor

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

Specific definitions

The following definitions apply to this part of the policy and also where shown in bold in the General conditions and General exclusions. General definitions apply to the policy as a whole.

Accessories	For the purpose of this policy , accessories include <ul style="list-style-type: none">a) any additional and supplementary accessories or equipmentb) safety equipment, child car seats and any parts kept in or on the vehiclec) the maker's tool kit.
Agricultural vehicle	Any tractor or similar vehicle used for farming, gardening, animal care, forestry or snow clearance including the hauling of materials to deal with frost, ice, snow and animal feed and bedding.
Articulated vehicle	A goods carrying vehicle made up of a power unit and one semi trailer.
Car	A private passenger vehicle with a maximum carrying capacity of 8 persons including the driver.
Coach	A motor coach or bus with a seating capacity of 17 passengers or more.
Finance company	The finance company, bank, building society or any other lender with which you have entered into a loan or credit agreement for purchasing your vehicle .
Green card	The document required by certain non European Union (EU) countries to provide proof that you have the minimum insurance cover required by law to drive in that country.
Imported vehicle	A vehicle which may have been registered in but was not originally built to be sold in the United Kingdom .
In-vehicle equipment	Any in-vehicle entertainment system (including cassettes, compact discs DVDs and films), telephone, camera, data transmission, communication, satellite navigation, CB and two-way radio whilst the equipment is permanently fitted to the vehicle or specifically designed to be removable or partly removable and which cannot function independently of the vehicle .
Market value	The current cost of replacing your vehicle with a comparable one of similar type and condition determined by reference to standard trade guides.
Minibus	A motor vehicle constructed or adapted to carry 8 or more and up to 16 passengers in addition to the driver.
Mobile unit	Any vehicle and/or trailer used as a <ul style="list-style-type: none">a) canteen or for catering, food, beverage and drink preparation and dispensing, ice cream sales and/or any similar purpose declared to usb) as a workshop, canteen, surgery, hospitality or exhibition unit.
Moped	A motorcycle with a maximum design speed not exceeding 30mph, weighing not more than 250kg and with an engine of 50cc or less. The definition also includes a motorcycle that can be moved by pedals if first used before 1 August 1977.
Motorcycle	A mechanically propelled vehicle, <i>not being an invalid carriage or moped</i> , with fewer than four wheels, the unladen weight of which does not exceed 410kg.

Outstanding balance	The net balance owing to the finance company when the total loss claim is settled or, if the vehicle was stolen, the date of the settlement offer <i>excluding any arrears, credit insurance rebate, re-financing cost, deposit paid, part exchange allowance and debts, warranty charge, vehicle tax, insurance premium and any deducted excess(es)</i> .
Period of cover	The period of insurance shown in your schedule or the earlier of the date on which the <ol style="list-style-type: none"> a) finance agreement expires, is paid off or we have paid the outstanding balance under Part A - Motor, Section 2 – Your vehicle, Optional extension 3 – Finance gap cover b) vehicle is sold or transferred to a new owner c) policy is cancelled or not renewed.
Personal effects	Personal effects include but are not limited to clothing, handbags, wallets, briefcases and luggage <i>however, mobile telephone, communication, photographic, audio, video, computer and associated equipment, jewellery, watches, money, documents and pedal cycles are excluded.</i>
Plant and equipment	All permanently fixed items of <ol style="list-style-type: none"> a) electrical, mechanical and/or hydraulic plant and associated equipment b) fixtures and fittings in or on your vehicle not supplied as original equipment by the manufacturer..
Quad bike	An off-road ride-on vehicle with four large wheels designed for agricultural and recreational use.
Territorial limits	The United Kingdom , the Republic of Ireland, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France including Monaco, Germany, Gibraltar, Greece, Hungary, Iceland, Italy including San Marino and the Vatican City, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland including Liechtenstein.
Total loss	Where the vehicle <ol style="list-style-type: none"> a) has been damaged beyond economic repair repair costs exceed 75% of the market value or b) was not recovered within six weeks of being stolen.
Trailer	For the purpose of this part of the policy , a trailer includes but is not limited to a semi-trailer, caravan, mobile unit , mobile equipment or goods carrying container which itself cannot be driven.
Vehicle	Any vehicle, including its permanently fitted accessories and parts and declared plant and equipment and/or modifications, which is <ol style="list-style-type: none"> a) owned, registered, leased or hired under a hire purchase agreement by you b) described in the schedule and current certificate of motor insurance c) recorded on the Motor Insurance Database (MID).

Uses and drivers

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

Use exclusions

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

- i) *hiring or letting out your vehicle in return for money or reward*
- ii) *carrying and transporting passengers other than
 - a) *where a mileage allowance is paid to you for official or agreed business duties or for the performance of a social service*
 - b) *car-sharing agreements involving the use of a car for social or similar purposes provided that you make no profit from what you are paid for the journey**
- iii) *the carriage of goods for money*
- iv) *use on the Nurburgring Nordschleife or for racing, pace making, competitions, rallies, track days, trials or speed tests either on a road, track or off road whether the event is officially organised or informally arranged*
- v) *any purpose connected with the motor trade.*

Driver exclusions

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

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

Conditions and clauses

1 Standard and protected no claims bonus

We will, if applicable and dependent on the **claims** arising during each twelve month **period of insurance**, increase or reduce the annual renewal premium in accordance with the bonus scale which applies at the time. The percentage discount which the bonus represents is **our** standard bonus scale published on **our** website or available from Head Office, Appointed Representatives, brokers and **our** branches. The bonus allowances will be at **our** sole discretion.

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

Both standard and protected no claims bonuses

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

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

2 Compulsory minimum third party indemnity cover outside the United Kingdom

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

In compliance with the EU Directives and laws relating to the compulsory insurance of vehicles, **we** provide the required minimum third party indemnity cover for any **vehicle** whilst in Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France including Monaco, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy including San Marino and the Vatican City, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland including Liechtenstein. (See Section 1 – Liability to others, page 15.)

3 Excesses

If an **excess** is shown in the **schedule** or elsewhere in this part of the **policy**, **you** have agreed to pay that amount for each incident of loss or damage. In most cases **we** will deduct the **excess** amount from the settlement **we** make but, where **we** are obliged to settle a third party property **claim** in full without deducting any applicable **excess(es)**, **we** will re-claim the amount from **you** and **you** agree to pay **us** back without delay. Failure to do so may result in the cancellation of the **policy**.

4 Additional excesses for young or inexperienced drivers

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

Where the schedule shows that cover is restricted to the Channel Islands only

Age of Driver	Excess Amount	
	Inexperienced drivers Full United Kingdom licence held for less than 1 year	Experienced drivers Full United Kingdom licence held for over 1 year
Under 19	£ 750	£ 600
19 up to 21	£ 600	£ 500
21 up to 23	£ 500	£ 350
23 up to 25	£ 400	£ 300
25 and over	£ 250	NIL

Any other country in which cover is in force

Age of Driver	Excess Amount	
	Inexperienced drivers Full United Kingdom licence held for less than 1 year	Experienced drivers Full United Kingdom licence held for over 1 year
Under 19	£1,000	£ 850
19 up to 21	£ 850	£ 800
21 up to 23	£ 750	£ 700
23 up to 25	£ 650	£ 600
25 and over	£ 400	NIL

5 Spanish Bail Bond

We will provide a guarantee or deposit of up to £5,000 to facilitate **your** release or that of **your vehicle** and its attached **trailer** if, as a direct result of an accident in Spain, **you** are detained or the **vehicle** is impounded. **You** must comply with all necessary formalities and give **us** all information and assistance necessary to obtain the cancellation of the guarantee or the return of the deposit. If the guarantee or deposit is fully or partially forfeited or taken as payment of any fines or costs, **you** will repay **us** immediately.

6 Business use in the Republic of Ireland

If **your business** is based in and operates from Northern Ireland, **we** will provide the cover shown in the **schedule** for **business** use of the **vehicle** in the Republic of Ireland but only if the **vehicle** is registered in Northern Ireland. Cover for any other use will have to be specifically requested (see Optional Extension 1, European and foreign use – full cover on page 10).

Optional extensions

Your schedule will show whether these optional extensions are in force.

1 European and foreign use – full cover

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

Where you have requested the full cover shown in the schedule (Section 1 – Liability to others and/or Section 2 – Your vehicle) for countries outside the United Kingdom and we have agreed to provide it, the schedule will be endorsed accordingly and, if necessary, a green card will be issued. A reasonable additional premium will be required.

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

Cover will only be operative if

- a) you and the driver are permanently resident in and the business is based in the United Kingdom
- b) the vehicle is registered in the United Kingdom
- c) the trip outside the United Kingdom is temporary and the vehicle will be out of the United Kingdom for no more than 45 days per trip.

Cover includes

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

Definitions

Credit hire	The provision of a self-drive vehicle under a hire agreement that defers payment by the hirer to a later date.
Driver	The person eligible to drive the self-drive hire vehicle whose details have been recorded in the hire agreement.
Hire agreement	The signed contract between you and the hirer which incorporates an insurance proposal form approved by us.
Hirer	The person who has completed and signed the hire agreement whether as an individual or on behalf of a business.
Period of hire	The period stated in the hire agreement but no more than the maximum number of days shown in the schedule.
Self-drive hire vehicle	Any vehicle shown in the schedule to be available to be driven or used for self-drive hire.

The cover

We will extend cover to insure you whilst a **self-drive hire vehicle** is being driven or used during the **period of hire** by a **driver** in the **United Kingdom** and elsewhere if Optional extension 1, European and foreign use – full cover is shown in the schedule as operative

provided that

- a) the **vehicle** is being driven or used in accordance with the **certificate of motor insurance** and the **schedule**
- b) the **driver** complies with the terms, conditions and exclusions of this **policy** and the **hire agreement** insofar as they can apply
- c) if you do not renew the **policy**, the **period of hire** is completed during the **period of insurance**
- d) where a **hirer** and/or **driver** has failed to provide accurate information or has withheld or misrepresented any material information when completing the **hire agreement**, the **policyholder** and not the **hirer** and/or **driver** will be indemnified but only to the extent required for us to meet our obligations under the applicable Road Traffic Acts or similar legislation in any country in which this optional extension is operative.

Conditions and clauses

The following conditions and clauses which apply to the whole of this optional extension should be read carefully as non-compliance will affect the cover provided

- 1 Where your **schedule** shows that a **hirer** and/or **driver** is insured on a standard basis, the **hirer** and/or **driver** must
 - i) be between the minimum and maximum ages shown against the applicable **self-drive hire vehicle** in the **schedule**
 - ii) have held the relevant full **United Kingdom** licence for more than 24 months
 - iii) have a driving licence without any terms or restrictions imposed by the **DVLA** or **DVA** for any medical condition requiring notification
 - iv) where a **self-drive hire vehicle** is to be driven or used for the carriage of passengers for hire and reward, have all appropriate licence(s), including if the vehicle is to be used as a Public Service Vehicle, the PSV O(Special Restricted PSV Operator's licence)
 - v) not be
 - a) engaged in the professional sport, racing, gambling, modelling or entertainment, other than as a classical musician, hawking or general dealing, street or market trading
 - b) a student or a member of the **United Kingdom** armed forces aged under 25
 - c) a member of the armed forces of any other country
 - vi) not have
 - a) had more than one accident in the last 5 years
 - b) been disqualified from driving in the last 24 months
 - c) any convictions for or prosecutions pending under any Road Traffic Act or similar legislation in any country in which this **policy** is operative unless specifically declared to us and shown in the **schedule**
 - d) been convicted of or has a prosecution pending for any other criminal act other than parking offences or one speeding offence
 - e) had a motor insurance proposal declined, a policy cancelled, renewal refused or special terms, conditions, exclusions or an increased premium imposed.

Important note

Where your **schedule** shows that we have agreed to accept **hirers** and/or **drivers** falling outside the standard eligibility criteria set out in i) – vi) above on a non-standard basis, we may impose additional terms, conditions and exclusions as well as an increased premium.

- 2 **You** must verify the identity, date of birth and address of the **hirer** and/or **driver**
 - a) if an individual, by inspecting and copying
 - i) the original driving licenceand, in addition
 - ii) at least one of the following, a passport, cheque book, debit or credit card or original utility bill
 - iii) if **you** do not take photographs of **hirers** and/or **drivers**, **you** must ensure that one of the copied documents has a photograph of the **hirer** and/or **driver** on it
 - b) if a representative of a business, by
 - i) checking the documents as in a) aboveand, in addition
 - ii) checking that the business is in existence
 - iii) establishing that there is a the link between the representative and the business
 - iv) confirming the authenticity of the hire by telephone or email.
- 3 **You** must ensure, in the event of a **self-drive hire vehicle** being delivered to the **hirer** or **driver's**
 - a) home address that all documentation is completed and checked inside the home
 - b) repairer or garage that the **hirer** or **driver's** own vehicle is at the premises undergoing repair, a service or MOT.
- 4 Before the **period of hire** begins, **you** must ensure that
 - a) the **hirer** and where applicable the **driver**, has personally fully completed and signed the **hire agreement** and provided all the relevant information
 - b) **you** have checked and verified all the required documents.
- 5 If anyone other than the **hirer** completes a **hire agreement**, **you** will be considered to be the **hirer's** agent for all purposes relating to its completion.
- 6 Copies of all **hire agreements**, licences, photographs and other related documentation must be kept for at least 4 years or, if there has been a **claim**, for any further period **we** require. These must be available for inspection by **us** on request.
- 7 Payment for all hires must be by credit or debit card other than where the **self-drive hire vehicle** is being hired under a **credit hire** contract. **We** may, on request, give authorisation for a **hirer** to pay part of the hire cost in cash but only if the full deposit is paid for by credit or debit card.
- 8 **You** must ensure that whenever a **self-drive hire vehicle** is returned out of **business hours**, the **driver** returns its keys through an external non-return drawer or deposit system which goes into an internal key safe fitted to or in a solid masonry wall. In addition, if the **business premises** have a CCTV system, the key safe deposit must be within its coverage.
- 9 **You** will, for the purpose of this **policy** be considered at all times to be the agent of the **hirer** and not **our** agent.
- 10 **You** must provide **us** with all the information, documentation and assistance necessary to enable **us** to pursue, in **your** name, the recovery of **our** outlay from the **hirer** or the **hirer's** agent in the event of
 - a) the **hirer** and/or **driver**
 - i) failing to provide accurate information or withholding or misrepresenting any material information when completing the **hire agreement**
 - ii) acting fraudulently or criminally
 - b) the **hirer's** own insurance failing to provide indemnity because the policy cover is inadequate, inappropriate or is no longer in force.

- 11 Where **your schedule** shows that **you** are required to have digital camera, CCTV recording systems and/or telematics fitted in or to **your self-drive hire vehicles**, **you** must
- a) ensure that these are fully operational and activated at all times
 - b) on request, provide **us** with all available records, footage and memory cards relating to an incident which may give rise to a **claim**.

Exclusions

No cover will be provided under this optional extension for

- 1 *the hire of any self-drive hire vehicle*
 - i) *paid for in cash* other than as specifically allowed for under Conditions and clauses 7 on page 12
 - ii) *under a credit hire agreement* unless specifically agreed by **us** in writing
 - iii) *where the period of hire*
 - a) *has been extended without the completion of a further hire agreement*
 - b) *exceeds 30 days in total*
- 2 *the driving or use of a self-drive hire vehicle*
 - a) *outside the United Kingdom*
 - b) *for the carriage of passengers and/or goods for hire or reward or for fast food delivery*
 - ii) *theft of a self-drive hire vehicle by or with the connivance of the hirer, driver and/or their agents*
unless stated otherwise in the **schedule**.

Extensions

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

1 Hirer's own insurance

Where **we** have agreed that the **hirer** will insure the **self-drive hire vehicle** for the **period of hire** **we** will indemnify **you** *but not the hirer or driver* in the event that the **hirer's**

- 1 own insurer fails totally
- 2 insurance cover is inadequate, inappropriate or has been cancelled
- 3 insurer refuses to provide indemnity where the **hirer** and/or the **driver** has withheld or misrepresented material information and/or acted fraudulently or criminally *but not if you have been party to the non-disclosure, misrepresentation, fraud or criminal act*

provided that

- a) prior to the **hire agreement** being signed and the commencement of the **period of hire** **you** receive written or electronic confirmation from the **hirer's** insurer that
 - i) comprehensive insurance cover is in force
 - ii) the drivers named in the cover note or **certificate of motor insurance** are entitled to drive or use the **vehicle**
 - iii) the **vehicle** is being driven or used in accordance with the **certificate of motor insurance** issued by the insurer
- b) the **hire agreement** states clearly that
 - i) the **hirer's** own insurance applies and has the required documentation and information attached to it
 - ii) in the event of the **hirer's** own insurance failing, **you** will be entitled to pursue recovery of **our** outlay from the **hirer** or the **hirer's** agent
- c) **you** keep a copy of the cover note or **certificate of motor insurance** and any related documentation for at least 4 years or, if there has been a **claim**, for any further period **we** require.

2 Theft by hirer

Where this extension is shown to be operative in the **schedule**, theft by or with the connivance of the **hirer**, **driver** and/or their agent(s) will only be provided if **you** fully comply with all the Conditions and clauses and, in particular, 3.

In the event of a **claim**, **you** will be responsible for 25% of the cost of the **claim** including any recovery costs and expenses incurred or a £2,500 **excess** whichever is the greater.

3 Hire and reward

Where this extension is shown to be operative in the **schedule**, cover for the carriage of passengers for hire and reward will be provided but only if the

- 1 **self-drive hire vehicle** is licensed to operate in the same area as that of the **hirer** and is operated only within that area
- 2 **hirer** and/or **driver's** licence to operate is fully operative and has not been cancelled, suspended, revoked, altered or refused at renewal
- 3 **hirer** and/or **driver** complies fully with the terms and conditions of the local licensing authority or where applicable, the Public Carriage Office.

Section 1 – Liability to others

The cover

We will insure **you** for all the amounts **you** are legally liable to pay less any **excess** shown in the **schedule** for accidental

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

1 Driving your vehicle

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

2 Other people driving or using your vehicle

- a) **you** employer or business partner and any other person specified in the **schedule** who, with **your permission**, is using, driving or in charge of the **vehicle**
- b) at the **policyholder's** request, 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 or recommended manufacturer's towing limit

excluding any trailer or disabled vehicle

- i) *being towed in return for money or reward*
- ii) *not properly secured to the **your vehicle***
- iii) *when more than one trailer or disabled vehicle is being towed.*

Section exclusions

This section does not cover

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

Section extensions

1 Legal personal representatives

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

2 Additional costs and fees

We will, at **our** option, pay

- a) legal fees for representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction

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

Optional extensions

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

1 Driving other vehicles – liability to others

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

provided that

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

but we will not pay

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

2 Driving other motorcycles – liability to others

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

provided that

- a) this is allowed by the current **certificate of motor insurance** and subject always to the limits, terms, conditions and exclusions of this section and the **policy** as a whole
- b) the borrowed **motorcycle** is registered, taxed, insured and recorded on the Motor Insurance Database in the owner's name
- c) the borrowed **motorcycle** is not
 - 1 owned by or hired to **you** under a hire purchase, self-drive hire, credit hire or lease agreement
 - 2 available to **you** on a regular basis
 - 3 being test driven or evaluated by **you**
- d) **your vehicle**
 - 1 is still owned by **you**
 - 2 has not been sold or disposed of
 - 3 is not the subject of a **total loss claim**

but we will not pay

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

Section 2 – Your vehicle

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

The Cover

We will insure **your vehicle** against loss or damage caused by

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

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

- a) the motor trade for service, repair, cleaning, testing, examination or recovery
- b) a hotel, restaurant, car park or other similar establishment whilst being parked
- c) a transport operator for loading onto or unloading from aircraft, ships, trains or other conveyances provided that **our** rights of recovery are not prejudiced.

Making a claim

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

1 Repairs

Your vehicle may be repaired either by a competent repairer of **your** choice or by one of **our** recommended repairers. Please note that if **you** choose **your** own repairer, certain of the covers and services will be restricted or may not apply (see below for full details).

Second hand or reconditioned parts

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

Repairs for £500 or less

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

Work carried out by you

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

Approved repairer

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

Own choice repairer

If **you** wish the repairs to be undertaken by a competent repairer of **your** choice, **you** must send **us** the following

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

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

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

Imported parts and accessories

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

2 Recovery and delivery

We will pay the reasonable costs, where necessary, of

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

3 Making a theft claim

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

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

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

How we will settle your claim

The vehicle

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

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

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

Total loss

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

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

Hire purchase or leasing agreements

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

Channel Island restricted claim settlement

If **your schedule** shows that **you** have elected to restrict cover to the Channel Islands only in return for a discount in premium and **you** then advise **us** of a **claim** occurring elsewhere in the **United Kingdom** or any other country in which cover is provided by the **policy**, the amount **we** will pay will be limited to 50% of the cost of the loss of or damage to **your own vehicle** *unless you have advised us in advance, paid the required additional premium and we have confirmed in writing that the cover has been extended.*

New vehicle replacement

If the **vehicle** is damaged within six months of its purchase as new **we** will, subject to availability, replace it with a new one of the same make and specification where

- a) the repair cost exceeds 60% of the list price at the time of purchase or
- b) it has been stolen and not recovered within 6 weeks

provided that

- i) **you** pay the applicable **excess(es)**
- ii) the **vehicle** is owned or was purchased under a hire purchase agreement by **you** or **your spouse** *but not if the vehicle is subject to any type of lease or contract hire agreement where ownership of the vehicle is not passed on to you*
- iii) the agreement of any interested **finance company** is obtained
- iv) the first registered owner of the **vehicle** is **you** or **your spouse**
- v) the **vehicle's** mileage does not exceed 15,000.

Cherished and personal number plates

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

provided that

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

Medical and overnight expenses

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

- a) up to £250 per injured person and £1,000 in all for medical expenses *other than physiotherapy treatment arising from the accident*
- b) up to £250 per injured person and £1,000 in all for treatment from a chartered physiotherapist provided that **we** have agreed the course of treatment in advance
- c) up to £250 towards necessary overnight hotel expenses incurred by the driver and passengers in **your vehicle** if it cannot be driven after an insured accident or loss.

Personal effects

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

provided that

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

Optional extensions

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

1 Windscreen, sunroof and window damage

For windscreen repairs and replacement telephone 0800 36 36 36 at any time

Where **your vehicle** has comprehensive cover (i.e. Covers A, B, C and D are all operative) **we** will, provided that **you** use **our** authorised supplier, pay up to the limit stated in the **schedule** in any one **period of insurance** for the cost of repairing or replacing

- a) damaged glass in the **vehicle's** windscreen, sun-roof or windows
- b) any scratching of the bodywork caused solely by the breakage of the glass or the repair itself.

The **excess** stated in the **schedule** for this extension will not be applied if the damaged glass is repaired rather than replaced, there is no **claim** for scratched bodywork or any other **excesses** are being applied because of more extensive damage to the **vehicle**. A **claim** under this extension will not affect the applicable no claims bonus.

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

We will,

a) Parts, accessories and in-vehicle equipment

at **our** option, repair, replace or pay up to £1,000 for any parts, **accessories** and/or **in-vehicle equipment** stolen or damaged

provided that

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

b) Signwriting

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

provided that

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

c) Lock replacement

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

but not

- 1 *any loss, damage or theft not reported to the police*
- 2 unless **you** can establish to **our** satisfaction that
 - a) **your** identity, the identity and/or the garaging address of the **vehicle** is 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
 - b) there is a definite risk of theft or appropriation of the **vehicle**
- 3 *the cost of replacing the **vehicle's** alarms or other security devices.*

3 Finance gap cover

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

provided that

- i) cover is effected within 7 days of the purchase of the **vehicle**
- ii) the **outstanding balance** is confirmed by the **finance company**
- iii) the agreement has not been altered since the original purchase of the **vehicle**
- iv) the **total loss** occurred during the **period of cover**
- v) this cover
 - a) is not transferable from one **vehicle** to another
 - b) will cease immediately **you** sell or transfer ownership of the **vehicle** to another person, business, motor trader or dealer
- vi) if either this extension, section or the whole **policy** is cancelled, **you** will not be entitled to a premium refund.

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

4 Driving other vehicles

Where **your vehicle** has comprehensive cover (i.e. Covers A, B, C and D are all operative), **we** will extend this section of the **policy** to cover an incident involving a vehicle which **you** have borrowed whilst any driver named against this extension in the **schedule** is personally driving or using it with the permission of the owner for social, domestic and pleasure purposes provided that

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

but we will not pay

- i) more than £10,000 any one **claim** less the applicable **excess(es)***
- ii) any **claim** for which cover is provided by any other insurance*
- iii) for any incident which occurs outside the **United Kingdom**.*

5 Driving other motorcycles

Where your vehicle has comprehensive cover (i.e. Covers A, B, C and D are all operative), **we** will extend this section of the **policy** to cover an incident involving a **motorcycle** which **you** have borrowed whilst any driver named against this extension in the **schedule** is personally driving or using it with the permission of the owner for social, domestic and pleasure purposes provided that

- i) this is allowed by the **current certificate of motor insurance** and subject always to the limits, terms, conditions and exclusions of this section and the **policy** as a whole
- ii) the borrowed **motorcycle** is registered, taxed, insured and recorded on the Motor Insurance Database in the owner's name

- iii) the borrowed **motorcycle** is not
 - 1 owned by or hired to **you** under a hire purchase, self-drive hire, credit hire or lease agreement
 - 2 available to **you** on a regular basis
 - 3 being test driven or evaluated by **you**
- iv) **your vehicle**
 - 1 is still owned by **you**
 - 2 has not been sold or disposed of
 - 3 is not the subject of a **total loss claim**

but we will not pay

- a) *more than £5,000 any one claim less the applicable excess(es)*
- b) *any claim for which cover is provided by any other insurance*
- c) *for any incident which occurs outside the **United Kingdom**.*

Section exclusions

This section does not cover

- 1 *Loss of value following repair, wear and tear, mechanical or electrical breakdown, failures and breakages.*
- 2 *Any **indirect losses** and/or hire charges including those arising from **your** inability to use the **vehicle**.*
- 3 *Damage to tyres unless caused by an accident.*
- 4 *Damage due to liquid freezing unless **you** have taken reasonable precautions which comply with the manufacturer's instructions.*
- 5 *Loss of or damage to **plant and equipment** insured elsewhere including under Part D – Goods in transit.*
- 6 *Any extra costs incurred due to any parts or replacements not being available from stock held in the **United Kingdom**.*
- 7 *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.*
- 8 *Theft or attempted theft including of or from an **unattended vehicle** unless*
 - a) **you** have taken reasonable precautions to protect the **vehicle** and its contents
 - b) all keys are in **your** personal custody or in a locked receptacle in a secure area
 - c) the windows, doors and other openings are closed and securely locked and fastened
 - d) all alarms, immobilisers, steering locks, tracking or locating systems and other security devices including those required by **us** are in efficient working order and have been brought into operation
 - e) if a **motorcycle, moped** or **quad bike**, it is secured by a U lock attached to a ground anchor or is garaged in a locked building
 - f) all **tools** are in a locked tool box which is permanently secured to the **business vehicle**
 - g) **you** have removed from view any **accessories** and **in-vehicle equipment** designed to be wholly or partly removable or portable
 - h) there is evidence of forcible and violent entry or exit.
- 9 *Loss or damage arising out of an accident which results in the driver of the **vehicle** being convicted of an*
 - a) *offence involving drink or drugs*
 - b) *equivalent offence under the law of any other country in which this policy operates.*

- 10 *Loss or damage arising during or as a consequence of*
 - a) *earthquake occurring anywhere other than in any member state of the European Union*
 - b) *riot or civil commotion in Northern Ireland or in any country which is not a member state of the European Union or the European Economic Area unless you can prove to our satisfaction that these were not the cause of the loss or damage*
 - c) *the operation of a tipping device*
 - d) *repossession of the **vehicle** by its rightful owner.*
- 11 *Loss or damage resulting from or as a consequence of*
 - a) *the wrong fuel being put into the **vehicle***
 - b) *frost damage to the air conditioning system*
 - c) *the **vehicle** being impounded or destroyed by an authorised authority*
 - d) *mechanical, electrical or computer breakdown or wear and tear.*

Specific additional security requirements and exclusions

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

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

1 Vehicle alarm

unless a fully functioning **alarm** has been fitted and has been set in its entirety

2 Vehicle immobiliser

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

3 Vehicle tracking device

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

4 Additional locks

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

5 Overnight theft requirements

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

6 Overnight theft exclusion

between the hours of 9.00pm and 6.00am.

Part B – Legal liabilities

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

Specific definitions

The following definitions apply to this part of the policy only whereas the General Definitions apply to all parts and sections.

Asbestos	Asbestos and any derivative of asbestos including products or materials containing any asbestos fibres or particles in any form.
Business	For this part of the policy only, the business includes <ul style="list-style-type: none"> a) the provision and management of canteen, social, sports and welfare organisations for the benefit of employees and your first aid, fire, ambulance, medical and security services b) private work undertaken with your consent by an employee for you, a director, partner or another employee of the business c) ownership, repair, decoration and maintenance of the main business premises.
Costs and expenses	Legal costs of any claimant for which you are legally liable and, where incurred with our written consent <ul style="list-style-type: none"> a) all solicitor's fees for your legal representation <ul style="list-style-type: none"> i) any coroner's inquest or fatal accident inquiry ii) at any proceedings brought in any court arising out of any alleged breach of statutory duty resulting in injury b) all other costs and expenses where indemnity is provided under this part of the policy .
Damage	Accidental <ul style="list-style-type: none"> a) loss of or damage to material property b) obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement.
Financial loss	A pecuniary loss, cost or expense incurred by any person or business other than by you or an employee .
Injury	For this part of the policy only, injury also includes accidental injury, invasion of the right of privacy, wrongful arrest, false imprisonment and false eviction <i>other than of employees</i> .
Liability	Your legal obligation to pay damages including costs and expenses to third parties for damage and/or injury .
Limit of indemnity	The limit of indemnity specified in the schedule which is the maximum we will pay <ul style="list-style-type: none"> - public liability for any one claim - product liability the total of all claims made in any one period of insurance - pollution where not specifically excluded by General Exclusion 3, the total of all claims made in any one period of insurance.
Mobile unit	Any vehicle and/or trailer used as a <ul style="list-style-type: none"> a) canteen or for catering, food, beverage and drink preparation or dispensing, ice cream sales and/or any similar purpose declared to us b) workshop, surgery, hospitality or exhibition unit.
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 or control <i>other than those in any way relating to motor vehicles such as parts, spares and accessories</i> .
Subcontractor	A person or business which has a contract, as an independent contractor and not as an employee , with your business to provide some portion of the work or services which you have agreed to perform.
Territorial limits	The United Kingdom and, if the business is based in and operates from Northern Ireland, the Republic of Ireland.

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 from

1 Motor vehicles

any motor vehicle, attached trailer or mobile plant

- i) where compulsory insurance or other security is required by any Road Traffic Act legislation
- ii) licensed for road use
- iii) where indemnity is provided by any other insurance or part or section of this policy
- iv) outside the **territorial limits**
- v) being used on a highway, road or area to which the public have access and arising directly from that use.

2 Medical and related products

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

3 Repair or reinstatement

the cost of

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

4 Products for USA or Canada

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

5 Wrongful advice

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

6 Intentional acts or omissions

any intentional act or omission.

7 Cleaning processes and chemicals

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

8 Aircraft and watercraft

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

9 Fungus and allergens

fungus of any kind including but not limited to mildew, mould, spore(s), allergens or any substance which poses an actual or potential threat to human health.

10 Asbestos

other than under Section 3 – Employers' liability, exposure to, inhalation of or the fear of the consequences of exposure to or the inhalation of **asbestos** including any costs incurred in the replacing, removing, repairing, cleaning, recalling, protecting and/or, whether under a statutory duty or not, the managing of any property due to the presence of **asbestos**.

11 Fines, penalties and damages

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

Clauses and extensions

1 Cross liabilities

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

2 Indemnity to others

The cover provided will also apply to **your** personal representatives in respect of **liability** incurred by **you** and, if requested to any

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

provided that

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

3 Health and safety at work - legal defence costs

The cover provided will, at **your** request and with **our** written consent, extend to indemnify **you** and any director, partner or **employee** of the **business** against **costs and expenses** incurred in defending criminal prosecutions, including manslaughter, for a breach of the Health and Safety at Work Act 1974, the Health and Safety at Work (Northern Ireland) Order 1978, the Corporate Homicide Act 2007 or any similar or amending safety legislation enacted elsewhere in the **United Kingdom**, which was committed or alleged to have been committed in the course of the **business** during the **period of insurance**. In addition, **we** will pay prosecution costs awarded against **you** arising from such proceedings and any **costs and expenses** incurred with **our** written consent, in appealing any judgment given or in relation to an inquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975 in respect of an incident which occurred in the course of the **business** during the **period of insurance**

provided that **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 strong prospect of success.

4 Consumer Protection and Food Safety Acts

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

- a) prosecution costs awarded against you
- b) **costs and expenses**

incurred in defence of and arising from criminal proceedings or an appeal against conviction from such proceedings for a breach of Part 11 of the Consumer Protection Act 1987 and/or Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990

provided that

- i) such proceedings relate to an offence committed or alleged to have been committed in the course of the **business** during the **period of insurance**
- ii) **our** total liability does not exceed the **limit of indemnity**

excluding

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

Section 1 – Public liability

Your schedule will show if this section is in force.

The cover

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

Section exclusions

This section excludes liability

- 1 *for any **products** other than food or drink sold or supplied for consumption by **your** customers, visitors, directors, **business** partners or **employees** on **your business** premises **but not from your mobile unit***
- 2 *for loss of or damage to property belonging to or in **your** care, custody and control or that of any party carrying out work on **your** behalf*
other than
 - a) *the property or vehicles of **your** directors or **business** partners, **employees** or visitors on **your business** premises*
 - b) *premises, including the contents of those premises, where **you** are temporarily carrying out any part of the **business** provided that the premises are not owned, leased, rented or hired by or to **you***
 - c) *premises including fixtures and fittings leased, rented, hired or lent to **you** provided that the tenancy or other agreement does not*
 - i) *give rise to legal liability which would not have attached in the absence of such agreement*
 - ii) *require that loss or damage must be insured under a property insurance policy arranged by **you** or on **your** behalf*
- 3 *for that part of the property on which **you** or any person acting on **your** behalf has been working and arising directly from such work*
- 4 *arising from any work*
 - a) *away from the **business** premises involving the use of electric, oxyacetylene and other welding or heat cutting equipment, hot air guns and strippers, blow lamps and blow torches, tar, bitumen and asphalt heaters, angle grinders and any other equipment or process involving the application or use of heat unless shown in the **schedule** as covered and **you** have complied with all applicable terms, conditions, limitations and exclusions*
 - b) *relating to or in connection with motor vehicles or any motor trade activity*
- 5 *arising in connection with the ownership, possession or use under **your** control or that of any **employee** of any steam driven vehicle, aircraft, aerial device, hovercraft, offshore installation, rig or platform or watercraft other than hand propelled watercraft*
- 6 *arising from the ownership, possession or use by **you** or on **your** behalf of any dog*
 - a) *which is prohibited by and/or does not meet the requirements of the Dangerous Dogs Act 1991 or The Control of Dogs (Scotland) Act 2010*
 - b) *not secured or controlled in accordance with the Guard Dog Act 1975*
- 7 *for **injury** to **you** or to any **employee** arising out of or in the course of the **business***
- 8 *for **injury** or damage arising from the manufacture, repair, servicing or testing, maintenance, alteration, restoration, cleaning or inspection of any **product***
- 9 *any action for damages brought in the courts of law of any territory outside the **territorial limits***
- 10 *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 1998

We will indemnify **you** and, at **your** request any director, **business** partner or **employee**, against the sums which **you** become legally liable to pay as **costs and expenses** under Section 13 of the Data Protection Act 1998 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.

We will not pay

- 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.*

3 Overseas personal liability

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

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

but excluding liability arising

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

Optional extensions

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

1 Extended territorial limits

The **territorial limits** are extended to include

1 **Western Europe**

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

2 **Eastern Europe**

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

3 **Rest of the world**

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

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 **business** premises or the landlord's fixtures and fittings caused by you, any **employee** or any visitor

excluding

- i) *the excess stated in the schedule*
- ii) *premises not leased or rented to you in connection with the business*
- iii) *damage by any cause against which insurance is required by agreement to be arranged by you or on your behalf*
- iv) *damage for which, by agreement, you are held to be liable, irrespective of negligence*
- v) *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 any **vehicle** being used as a tool of trade in connection with the **business** in the **United Kingdom**

excluding

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

4 Application or use of heat away from the business premises

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

No claim will be met unless all the conditions, requirements and precautions detailed on the next page are complied with fully.

Before starting work at any site

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

While work is in progress

- i) A 5 kg Co2 or equivalent fire extinguisher made and serviced in accordance with European standards and suitable for the premises and the property being worked on must be within immediate reach and be used immediately any smoke, smouldering or outbreak of fire is detected.
- ii) The lighting of all equipment must be carried out strictly in accordance with the manufacturers' instructions.
- iii) No equipment must be left unattended at any time.

When the work is finished

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

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

5 Use of solvents and glues away from the business premises

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

No claim will be met unless you ensure that

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

Section 2 - Product liability

Your schedule will show if this section is in force.

The cover

We will indemnify you up to the limit of indemnity less the appropriate excess against liability occurring in connection with the business during the period of insurance in the territorial limits and caused directly by any product.

Section exclusions

This section excludes any claim

- 1 arising from
 - a) any product imported by you directly into the United Kingdom from any country which is not a member of the European Union or European Economic Area
 - b) the failure of any product to perform the function for which it was intended
 - c) any guarantee relating to the performance of a product
- 2 for the costs or expenses incurred in
 - a) replacing, reinstating, repairing, altering, removing or recalling any defective product and/or
 - b) rectifying the original work carried out
- 3 for property or 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
- 4 for injury to you or to employees arising out of and in the course of their employment in the business.

Optional extension

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

1 Extended territorial limits

The territorial limits are extended to include

1 Western Europe

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

2 Eastern Europe

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

3 Rest of the world

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

Section 3 - Employers' liability

Your schedule will show if this section is in force.

Section definition

Costs and expenses

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

The cover

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

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

excluding injury arising from

- the use by you of a vehicle on a highway, road or area to which the public have access where such injury is caused by or arises out of the employee being carried in or on, getting into, onto or out of a vehicle where compulsory insurance or security is needed under Road Traffic Act legislation*
- any activity relating to the sponsorship or organisation of and/or participation in or practising for any motor competition, race, speed, reliability or other trial or performance test other than road safety rallies or treasure hunts*
- work on, travelling or visits to or from offshore installations or support vessels.*

In addition we will

Unsatisfied court judgments

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

provided that

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

Optional extensions

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

1 Extended territorial limits

The **territorial limits** are extended to include

1 **Western Europe**

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

2 **Eastern Europe**

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

3 **Rest of the world**

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

2 Injuries to working partners or proprietors

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

provided that

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

Part C – Goods in transit

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

Specific definitions

The following definitions apply to this part of the policy and also where shown in bold in the General conditions and General exclusions. General definitions apply to the policy as a whole.

Alarm

An electronic vehicle alarm which provides an audible warning of interference with

- a) either the **vehicle's** perimeter or ignition and detects movement in the passenger compartment
- b) the goods compartment and/or **trailer**.

Conditions of contract carriage or trading

As specified in the **schedule**, those contract, carriage or trading conditions under which **you** operate and are liable other than where all or part of those conditions are specifically varied elsewhere in this part of the **policy**

- **RHA/RHA Storage Conditions**

under Road Haulage Association Ltd Conditions of Carriage and/or Storage.

- **CMR**

under the Convention on the Contract for the International Carriage of Goods by Road as enacted into English law by the Carriage of Goods by Road Act 1965.

- **UKWA**

under the United Kingdom Warehouse Keeper's Association Conditions of Contract.

- **BIFA**

under the British International Freight Association Standard Trading Conditions.

- **FTA**

under the Freight Transport Association Standard Trading Conditions.

- **FIATA**

under the International Federation of Freight Forwarders Association Standard Trading Conditions.

- **Other Conditions**

under any other conditions of contract, carriage or trading lodged with **us**.

Container

Any container, tanktainer, demountable body, flat or similar unit including attached ancillary equipment not owned, hired or leased by **you**.

Europe

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

Financial loss

A pecuniary loss, cost or expense for which **you** are legally liable.

Goods

Property which does not belong to **you** but for which **you** are responsible in accordance with the **conditions of contract, carriage or trading** specified in the **schedule** under which the **business** operates other than property or products specifically excluded elsewhere in this **policy**.

High risk stock	For the purposes of this policy , high risk stock consists of <ul style="list-style-type: none"> i) alcoholic beverages and tobacco products ii) telecommunication, navigation, photographic, audio, video, computer and associated equipment and accessories and electrical tools iii) furs, clothing, accessories and other associated items iv) clocks, watches, jewellery, articles of gold and silver, precious metals and stones v) art and antiques, sculptures, curios and objet d'art, rare books, coin and stamp collections vi) non ferrous metals <i>other than aluminium</i> all belonging to you or for which the business is responsible <i>but excluding any items more specifically insured</i> .
Immobiliser	A passively set vehicle immobiliser which isolates either a minimum of two operating circuits or systems or at least one operationally relevant vehicle control unit with coded intervention.
In transit	The movement of goods, stock, high risk stock, tools and/or equipment in connection with the business .
Liability	Your legal obligation to pay damages including costs and expenses to third parties for loss, damage and/or injury .
Mobile unit	Any vehicle and/or trailer used as a <ul style="list-style-type: none"> a) canteen or for catering, food, beverage and drink preparation or dispensing, ice cream sales and/or any similar purpose declared to us b) workshop, surgery, hospitality or exhibition unit.
Money	Coins, bank and currency notes, cheques, postal and money orders, bankers' drafts, crossed cheques and warrants including dividend warrants, premium bonds, National Savings certificates, current postage stamps, unused franking machine units, credit and debit card counterfoils and sales vouchers, luncheon vouchers, trading stamps, scratch cards and validated scratch cards, telephone cards <i>but not those held for re-sale</i> , top-up cards and vouchers, National Insurance holiday with pay stamps, cards and savings certificates, VAT purchase invoices, unused vehicle excise licences, bills of exchange, securities for money, promissory notes, bonds and travel tickets belonging to you and for which the business is legally responsible provided that you are not entitled to indemnity elsewhere.
Plant and equipment	All permanently fixed items of <ul style="list-style-type: none"> a) electrical, mechanical and/or hydraulic plant and associated equipment b) fixtures and fittings in or on your vehicle and/or trailer not supplied as original equipment by the manufacturer.
Stock	Stock, merchandise and materials-in-trade and belonging to you or for which you are responsible whilst carried in or on your vehicle and/or trailer <i>other than high risk stock</i> .
Subcontractor	A person or business which has a contract, as an independent contractor and not as an employee , with your business to provide some portion of the work or services which you have agreed to perform.
Sum(s) insured/ indemnity limit	The specific amount(s) or indemnity limit(s) shown in the schedule .
Tools	Portable tools, tool kits, test and other equipment owned by or hired to the business or for which you are responsible including employees' tools carried in or on your vehicle and/or trailer .
Territorial limits	The territorial limits shown in the schedule .
Trailer	Any trailer and its plant owned by you or for which you are responsible including, but not limited, to a semi-trailer, caravan, mobile unit or mobile equipment or goods carrying container.
United Kingdom	Great Britain, Northern Ireland, Jersey, Guernsey, the Isle of Man, and, if the business is based in and operates from Northern Ireland, the Republic of Ireland.

The cover

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

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

How we will settle your claim

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

We will insure your liability

- **Trailers, plant and equipment, fixtures and fittings**
up to the **sum(s) insured** shown in the **schedule** but no more than £1,000 for any one item of **tools** unless a higher amount is shown in the **schedule**.
- **Stock, high risk stock and tools**
up to the **sum(s) insured** shown in the **schedule** but no more than £1,000 for any one item of **tools** unless a higher amount is shown in the **schedule**.

2 Goods

We will insure your liability

- **Carrier, bailee or freight forwarder**
as a carrier, bailee or freight forwarder up to the **sum(s) insured** shown in the **schedule** *other than*
where your conditions of contract, carriage or trading have been set aside by an order of the court which cannot be appealed against, indemnity will be limited to a maximum of £50,000 for your liability at common law.
- **Containers**
at common law for loss of or damage to **containers** up to £10,000 any one **claim** *but not*
for any contractual liability assumed by you.

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

No benefit will pass to any subcontractor, other carrier, bailee or freight forwarder.

3 Additional costs

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

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

4 Underinsurance

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

5 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.

6 Excess

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

Optional extensions

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

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

1 Deterioration

We will, for any one **claim**, pay up to the **indemnity limit** shown in the **schedule** for your **liability** for the deterioration in **goods in transit** in frozen, chilled or insulated conditions *other than where the deterioration is caused by delay*

provided that

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

2 Financial loss following damage to goods

financial loss arising solely from

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

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

3 Signwriting and lock replacement

We will,

a) Signwriting

if your **trailer** sustains damage to its signwriting or is stolen and not recovered, we will pay up to 10% of the 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 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.*

Specific conditions

1 Your duty of care

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

2 Unattended vehicles and trailers

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

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

Specific exclusions

This part of the policy does not cover

- 1 unless specifically agreed by **us**, any **goods in transit** for more than seven days from dispatch to delivery
- 2 *blood and related products, human organs, medical supplies, prescription drugs, medical notes, X-rays, scans and medical waste*
- 3 **money, bullion, explosives and ammunition**
- 4 **high risk stock** unless specifically shown in the **schedule** to be insured

- 5 *loss or damage caused by*
 - a) *inventory shortages 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 insect*
 - g) *an existing or hidden defect*
 - h) *change in colour, flavour, texture or finish*
 - i) *mechanical or electrical breakdown, derangement or defect unless caused by external means*
 - j) *confiscation, expropriation, requisition, embargo, nationalisation, damage or destruction by order of any government, government agency or public authority*
 - k) *riot, strikes, civil commotion, lockouts or labour disturbances*
- 6 *loss of or damage to*
 - a) **tools** in or on the **vehicle** or **trailer** other than from a permanently fixed securely locked tool box
 - b) **goods, stock** or **trailers** whilst subject to the provisions of the Road Traffic Acts or equivalent legislation or regulation
 - c) **goods** and/or **stock** at the **business** premises
 - d) **goods** and/or **stock** relating in any way to motor vehicles or the motor trade such as parts, spares and accessories
 - e) **plant and equipment** insured elsewhere including under Part A – Motor, Section 2 – Your vehicle
- 7 *any loss arising from inadequate or inaccurate documentation*
- 8 **your liability** under Articles 21, 24, or 26 of the **CMR** Convention
- 9 *loss of or damage to household or industrial **goods** or those relating in any way to the motor trade, during removal or storage as allowed for in this part of the **policy** unless specifically shown to be covered in the **schedule***
- 10 *death, injury or loss of any living creature.*

Specific additional security requirements and exclusions

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

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

General conditions

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

1 Claims notification and management

You must

- i) within 48 hours of the occurrence or discovery advise **us**, initially by telephone and then in writing, of all incidents including assault, **road rage** or altercations which may result in a **claim** regardless of whether or not **you** are responsible
- ii) within 24 hours of discovery, tell the police about all incidents of **injury**, loss, theft, attempted theft, vandalism, malicious acts, assault or **road rage** and obtain a crime reference number
- iii) not admit to, negotiate any payment or refuse any claim without **our** written consent
- iv) notify **us** in writing immediately **you** or **your** personal legal representative becomes aware of any impending prosecution, inquest or fatal inquiry involving anyone covered by this **policy**
- v) immediately send **us** unanswered every writ, summons, legal process or other communication **you** receive about a **claim**
- vi) at **your** own expense, provide all details and evidence **we** may require.

2 Late reporting of claims

In the event that **you** report an incident more than 14 days after discovery **we** may, for **claims we** receive for compensation from a third party

- i) cancel **your policy** by invoking General Condition 12 – Cancellation (see page 44)
- ii) for **vehicle claims**, hold any refund of premium against payments **we** are obliged to make because of **our** Road Traffic Acts liabilities
- iii) request payment of the late notification **excess** shown in the **schedule**
- iv) recover any other amounts **we** become liable to pay due to late notification.

In addition, **your claim** for damage to **your vehicle** may be prejudiced and **you** may forfeit any accrued no claims bonus.

3 Conduct of claims

We are, for any **claim** under this **policy**, entitled to

- i) conduct, defend or settle any **claim** in **your** name and at **our** expense
- ii) exercise full discretion in the conduct of any proceedings or the settlement of any **claim**
- iii) for **our** benefit and at **our** expense, take proceedings in **your** name to recover any payments **we** have made
- iv) receive all the necessary information, proofs and assistance **we**, **our** duly appointed agents and/or legal representatives may require including a statutory declaration of the truth of the **claim** and any matter connected with it.
- v) co-operation from **you**, **your family** and anyone else entitled to indemnity under this **policy**.

4 Misleading or fraudulent claims, statements and information

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

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

We may, in addition

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

5 Your duty of care

You must

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

6 Cessation of cover

All cover under this **policy** will end immediately if

- i) **your** interest in the **business** ceases, other than by will or operation of law
- ii) the **business** is wound up, put into administration, a liquidator or receiver is appointed or trading is permanently discontinued
- iii) **you** are declared bankrupt or have entered into an Individual Voluntary Arrangement (IVA).

7 Condition of vehicles and trailers

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

8 Changes in risk

You must notify **us** in writing as soon as possible of

- i) any change in the information given to **us** which may affect this insurance and/or
- ii) **your** inability to comply with any of the terms and conditions of this **policy**.

Failure to do so may invalidate this **policy** or may result in cover not operating fully.

We reserve the right to alter the terms, charge an additional premium or cancel this **policy** should **we** become aware of any fact or non-compliance which may affect the cover provided.

9 Your duties and obligations

All the conditions, requirements and precautions which are listed below and applicable to **your business** must be complied with fully.

A – Procedures and records

You must have available for inspection by **us**

- i) all written procedures **you** are required to follow
- ii) full records of all inspections, cleaning, servicing and maintenance carried out.

Note: Inspections by **us** will be by prior arrangement at a mutually convenient time.

B – CCTV and telematics

Where **your schedule** shows that **you** are required to have cameras, digital CCTV recording systems and/or telematics fitted in or to any of **your vehicles** **you** must

- i) ensure that these are fully operational and activated at all times
- ii) keep all maintenance contracts and/or service subscriptions in force.
- iii) on request, provide **us** with all available records, footage and memory cards relating to any incident which may give rise to a **claim**.

C – Shared premises and changes in occupation

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

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

D – Storage of gas cylinders

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

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

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

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

E – Mobile units

1 Gas cylinders, appliances and pipes

You must ensure that

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

2 Fire extinguishers and fire blankets

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

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

3 Cleaning

You must ensure that all extraction equipment, canopies, ducts, grease traps, filters and whether for cooking or deep fat frying in the **mobile unit** are

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

4 Deep fat frying

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

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

5 Supervision

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

10 How we process and use your information

The information **you** supply may be used for insurance administration, management information including portfolio assessment, risk assessment, performance and management reporting, debt collection, offering renewal, research and statistical analysis by **Tradex**, its associated companies and agents, by other participating insurers and suppliers and your insurance intermediary, disclosed to regulatory bodies for monitoring and/or enforcing the insurers' compliance with any regulatory rules and codes of conduct, shared with other insurers either directly or via those acting for them such as loss adjusters, surveyors and investigators and shared with and checked against various databases, credit reference agencies, fraud prevention agencies and public bodies including the police. (For further detail, see Data protection – information uses on page 52.)

11 Cooling off period

We hope **you** are happy with **your policy** but if **you** are not and decide not to proceed, **you** have 14 days from the date **you** receive **your policy** to cancel. Any refund given will be subject to a charge for the period that cover has been in force *unless a claim has been made or an incident which may give rise to a claim has occurred in which case the full annual premium remains payable and no refund will be allowed*. No refund will be given until **you** have returned the **policy** documents, **certificate(s) of motor insurance** or cover note(s) and any employers' liability certificate(s) to **us**.

12 Cancellation

This **policy** or any section of the **policy** may be cancelled by **you** or **us** however

- a) no refund of premium will be allowed
 - i) until **you** have returned the current **certificate(s) of motor insurance**, cover note and employers liability certificate to **us**
 - ii) if a **claim** has been made or there has been an incident which may give rise to a **claim**
- b) if **you** pay **your** premium in instalments, **we** may exercise **our** right to collect the balance of the outstanding premium.

Cancellation by you

You may cancel by giving **us** written instructions in which case **we** may, as set out below, refund a portion of the premium depending on the period for which the **policy** was effected

- i) 12 months cover

Months covered	1	2	3	4	5	6	6+
% annual premium used	25%	37.5%	50%	62.5%	75%	87.5%	100%
% refund payable	75%	62.5%	50%	37.5%	25%	12.5%	Nil

ii) 6 months cover

Months covered	1	2	3	4	5	6	6+
% annual premium used	25%	37.5%	50%	62.5%	75%	87.5%	100%
% refund payable	75%	62.5%	50%	37.5%	25%	12.5%	Nil

iii) Any other fixed period of insurance

No refund of premium.

Cancellation by us

We may cancel

- a) by sending you 7 days notice by recorded delivery letter to your last known address
- b) if you pay your premium in instalments and fail to make a payment when it is due.

In the event of cancellation by us, you may be entitled to a pro-rata refund of premium.

Important note

Under Section 147 of the Road Traffic Act 1988 (as amended) you are required to return all current cover notes and/or certificates of motor insurance.

In accordance with The Motor Vehicle Order 2010 (Electronic Communication of Certificates of Insurance), you may cancel the policy by sending us a formal electronic notice to confirm the date and time your cover ceased. Alternatively you may print a copy of your certificate of motor insurance on which you confirm the date and time that cover ceased and post a signed copy to us. If the certificate of motor insurance has been lost or destroyed, you must provide an electronic or statutory declaration to that effect (for details see www.tradex.com).

Where we cancel the policy and you have not, within seven days of receiving our letter, returned these documents in one of the ways outlined above, you will have committed an offence under the Road Traffic Act 1988 (as amended). The appropriate authorities will be notified and proceedings may be commenced against you, the costs of which you may be liable to pay.

Email: polycancellation@tradex.com

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

13 Instalment premiums and total losses

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

14 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.

15 Other insurances

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

16 Policy charges

A policy charge of up to £35 plus IPT per document may be levied if **you** make any alterations to this **policy** or request a duplicate **certificate of motor insurance** or employers liability certificate during the **period of insurance**.

17 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.

18 Motor Insurance Database disclosure

If **your vehicle's** registration number is not shown correctly on your **policy** documents or you cannot find **your vehicle** on the Motor Insurance Database (MID), **you** must contact **us** immediately to ensure that penalties will not be imposed.

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 Applicable law

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

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 the Financial Ombudsman Service if applicable or an arbitrator appointed in accordance with the current statutory provisions. When this happens, an award must be made before proceedings can be started against **us**.

Other disputes

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

Complaints

See page 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, some parts and sections have their own specific exclusions.

This policy does not cover

1 War risks and terrorism

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

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

However, we will provide cover

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

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

2 Radioactive contamination

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

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

3 Pollution

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

4 Computer virus

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

5 Electronic equipment failure

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

- i) *computer, related equipment, system or software*
- ii) *equipment, machinery or product containing, connected to or operated by means of a micro or data processor chip*

to recognise, accept, interpret, respond to or process any data or instruction. Any subsequent loss, damage, indirect loss or legal liability that is covered by this policy is, however, insured.

6 Vehicle and trailer exclusions

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

- i) *the 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 manufacturer has advised that the ability to drive may be impaired*
- ii) *any act of*
 - a) *actual or attempted suicide*
 - b) *wilful, deliberate or criminal damage (including but not limited to road rage) committed by you or any passenger in the vehicle*
 - c) *theft or attempted theft committed by a person with access to the vehicle or trailer keys, fobs or transmitters*
- iii) *your operation of any vehicle or trailer unless you hold the appropriate licence*
- iv) *the use of the vehicle and any trailer (whether attached or not)*
 - a) *air-side including the manoeuvring and ground equipment parking areas, aprons and service roads directly associated with any airport, airfield or military establishment to which aircraft have access*
 - b) *within any power station, nuclear installation or establishment, refinery, bulk storage or production premises in the oil, gas or chemical industries*
- v) *any trailer and its load not complying with applicable legislation or regulation*
- vi) *the vehicle and/or trailer being used to carry*
 - a) *a load heavier than it is constructed to carry and/or over its specified maximum capacity*
 - b) *an unstable or not properly secured load*
- vii) *the carriage of any dangerous substances or goods*
 - a) *listed in the Approved List of Dangerous Substances published by the Health and Safety Executive*
 - b) *which require carriage in accordance with The Road Traffic (Carriage of Dangerous Substances in Road Tankers and Tank Containers) Regulations 1992 and/or The Road Traffic (Carriage of Dangerous Substances in Packages etc.) Regulations 1992 or any other relevant subsequent or similar legislation*
- viii) *the use of any vehicle or its attachments as a tool of trade*
- ix) *the loading and unloading of the vehicle and/or trailer other than on a highway, road or area to which the public has access by anyone apart from the driver, assistant and/or attendant*
- x) *the spraying of crops or dissemination by any means of any chemical or other substances whether or not for agricultural purposes.*

7 Other exclusions

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

Advice if you have an accident

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

YOU MUST

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

AT THE SCENE MAKE A NOTE OF

- the names and addresses of the people involved including passengers and any independent witnesses
- details of the other vehicles involved including the
 - registration numbers
 - other drivers' motor insurance details
 - passengers in the other vehicles and, if possible, their sex and approximate age
 - extent of the damage
- if you have a camera or a phone with a camera, photograph the damage to vehicles and property
- the time and place of the accident
- the condition of the road e.g. wet or greasy and any skid marks
- if it is dark or the visibility is poor, the lighting
- the extent of injuries suffered
- a rough sketch of the accident including the position of your vehicle at the time of impact
- if applicable, the name and number of the police officer in attendance.

PLEASE DO NOT

- admit responsibility, negotiate any payment or refuse any claim without our written consent
- drive your vehicle if it is not roadworthy or if driving will, in any way, increase the damage.

Essential information – please read

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

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

RISK MANAGEMENT CONDITIONS

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

MATERIAL FACTS AND CHANGES

It is essential that you provide all material facts and also advise us of any changes which may affect this policy after its commencement. If you are in doubt as to what constitutes a material fact, you should disclose it as failure to do so may invalidate your policy, result in it not operating fully or claims payments may be reduced. 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 accidents and convictions. Here are some examples of changes we should be told about

- a change or addition of a vehicle
- any alterations or adaptations which make the vehicle different from the manufacturer's standard specification regardless of whether the changes are mechanical or cosmetic
- a change of address
- changes to your business activities
- if the premises are shared, any changes in occupancy, the type of business or the processes carried out
- 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
- a change in the purpose for which you use the vehicle
- a change in the person who uses the vehicle most
- details of any drivers you have not told us about before or who are excluded from driving by the schedule or the current certificate of motor insurance
- whether you or any other person allowed to drive the vehicle suffers from a physical infirmity, diabetes, epilepsy, a heart condition or any other chronic condition which requires the DVLA or DVA to be notified.
- details of any motoring convictions of any person allowed to drive or of any pending prosecution for motoring offences other than parking
- details of any County Court Judgments, criminal convictions, charges or cautions, Individual Voluntary Arrangement (IVA), bankruptcy or insolvency against you or any person allowed to drive the vehicle
- 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.

DATA PROTECTION – INFORMATION USES

For the purposes of the Data Protection Act 1998, Tradex Insurance Company Limited is the Data Controller for any personal data you supply. You may, with limited exceptions and on payment of an appropriate fee, access and, if necessary, have corrected the information held about you. Should you wish to have such access, please write to The Compliance Officer, Tradex Insurance Company Limited, 7 Eastern Road, Romford, Essex RM1 3NH. We will, on request, supply details of the databases, registers and agencies to which we contribute or access.

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

Sensitive data

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

Employers' Liability Register

FCA 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 Reference (ERN) and, if applicable, your 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.

Marketing

Tradex, its associated companies and agents may use your information to keep you informed by post, telephone, e-mail, text or other means about products and services which may be of interest to you. Your information may also be disclosed and used for these purposes after your policy has lapsed. If you do not wish your information to be used for these purposes please write to the Marketing Director, Tradex Insurance Company Limited, 7 Eastern Road, Romford, Essex RM1 3NH.

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
- used for management information purposes including portfolio assessment, risk assessment, performance and management reporting
- disclosed to regulatory bodies for monitoring and/or enforcing the insurers' compliance with any regulatory rules and codes of conduct
- shared with other insurers either directly or via those acting for them such as loss adjusters, surveyors and investigators
- shared with and checked against various databases, credit reference agencies, fraud prevention agencies and public bodies including the police when you apply for, renew this insurance or make a claim.

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

Fraud detection and prevention

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

- request information from and pass claims information to the Claims and Underwriting Exchange (CUE) managed by Insurance Database Services Limited (IDS) and the Motor Insurance Anti Fraud and Theft Register run by the Association of British Insurers (ABI)
- 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 Judgments and bankruptcy orders
- validate your claims history or that of any insured person or property involved in the policy or a claim.

Motor Insurance Database

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

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

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

COMPLAINTS

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

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

How to make a complaint:

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

Alternatively, you can contact the Complaints Manager as follows:

By post:

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

By email:

compliance@tradex.com

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

Verbal complaints

Should you telephone us to make a complaint; we will aim to resolve the complaint to your satisfaction within three Business Days (business days are Monday to Friday, excluding bank/public holidays). If we are unable to resolve the complaint within this time period, the matter will be passed to the Compliance Department, who will acknowledge it and undertake an independent review. Once the review has been completed and a decision has been made, we will issue details of this in the form of a final response letter. Please note that a final response letter will be issued within eight weeks of the date of your verbal complaint.

Written complaints

If you complain in writing, we will upon receipt; acknowledge the complaint within five Business Days and review the matter. Once the review has been completed and a decision has been made, we will issue details of this in the form of a final response letter. Please note that a final response letter will be issued within eight weeks of the date of your written complaint.

Final response letter

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

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

If you remain dissatisfied

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

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

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

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

FINANCIAL SERVICES COMPENSATION SCHEME

Tradex is covered by the Financial Services Compensation Scheme (FSCS) which protects you in the unlikely event that the insurer is financially unable to pay claims made against it. For cover required by the Road Traffic Acts or any other form of compulsory insurance, you would be covered in full for any claim. For all non compulsory insurances, the FSCS will meet a maximum of 90% of any claim for compensation. In both cases, there is no upper limit. Full details of the scheme can be obtained from FSCS website www.fscs.org.uk

or by writing to

Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN.



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