

**TRADEX**

# **MOTOR POLICY**



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## THE CONTRACT OF INSURANCE

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This insurance is a contract between you and us. Please read this document, your certificate of motor insurance and schedule very carefully. If they are incorrect in any way, please tell us immediately.

We will insure you, provided that you pay the premium and subject to the terms, conditions, provisions and exceptions of this insurance against loss, damage or legal liability which may occur during any period of insurance.

Your signed and dated application, its declaration, any questionnaires and any subsequent renewal declarations form the basis of and are incorporated into this contract. You must therefore ensure that all information given to us is accurate and that you have not withheld any material facts. Failure to do so may invalidate your insurance.

Amendments to this contract must be made and agreed in writing.



Stephen Endean  
Chief Executive Officer  
Tradex Insurance Company Limited

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## LAW APPLICABLE TO THIS CONTRACT

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**You** and **we** are free to choose the law applicable to the contract but, in the absence of any written agreement to the contrary, the law applicable to this contract will be that of the country in which **you** reside at the inception of the contract (or, in the case of a business, the law of the country in which the registered office or principal place of business is situated) will apply.

If **you** are not resident (or the registered office or place of business is not situated) in the **United Kingdom**, the applicable law will be that of England.

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Tradex Insurance Company Limited is authorised and regulated by the Financial Services Authority.  
Registered in England and Wales No 2983873

## DEFINITIONS

*These words have the same meaning wherever they are used in this insurance.*

<b>Articulated Vehicle</b>	A goods carrying vehicle made up of a power unit and one semi trailer.
<b>Car</b>	A private passenger vehicle with a maximum carrying capacity of 9 persons including the driver.
<b>Certificate of motor insurance</b>	Evidence of the existence of motor insurance as required by law.
<b>Claim</b>	A claim or series of claims arising out of one event.
<b>Endorsement</b>	An amendment to the terms of this insurance.
<b>Excess</b>	<b>Your</b> contribution towards the payment of each claim.
<b>Minibus</b>	Any motor vehicle constructed or adopted to carry more than 8 but not more than 16 passengers in addition to the driver.
<b>Motorcycle</b>	A mechanically propelled vehicle, not being an invalid carriage, with less than four wheels and the weight of which unladen does not exceed 410 kilograms.
<b>Moped</b>	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 motorcycles that can be moved by pedals if first used before 1 August 1977.
<b>Period of insurance</b>	The period stated in the <b>schedule</b> for which <b>we</b> have accepted <b>your</b> premium and for which a <b>certificate of motor insurance</b> has been issued.
<b>Private hire</b>	A <b>car</b> licenced by the local authority to be used for private hire for the carrying of passengers for hire or reward.
<b>Public hire</b>	A <b>car</b> licenced by the local authority to be used under a taxi or hackney carriage licence for the carriage of passengers for hire or reward.
<b>Schedule</b>	The document which gives details of the <b>policyholder</b> , <b>period of insurance</b> , <b>endorsements</b> applicable, <b>excess(es)</b> and the cover provided by this insurance.
<b>Taxi cab</b>	A purpose built vehicle having a separate compartment for the driver and passengers and not licenced to carry more than 7 passengers.
<b>Trailer</b>	A trailer, semi-trailer or container used for goods carrying but which cannot itself be driven.
<b>Vehicle</b>	The <b>car(s)</b> , <b>motor cycle(s)</b> or <b>commercial vehicle(s)</b> described in the <b>schedule</b> and current <b>certificate of motor insurance</b> .
<b>United Kingdom</b>	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
<b>We/us/our</b>	Tradex Insurance Company, Victory House 7 Selsdon Way, Isle of Dogs, London, E14 9GL
<b>You/your/insured/policyholder</b>	The person(s) named in the <b>schedule</b> as i) the <b>policyholder</b> ii) any other named person and iii) any person permitted by the current <b>certificate of motor insurance</b> to drive or use the <b>vehicle</b> .

## GENERAL CONDITIONS

The following conditions apply to this insurance as a whole. In addition, each section of this insurance has its own special conditions which should be read carefully.

### 1 Notifying a claim

When an incident occurs which may result in a claim, **you** or the person claiming under this insurance must

- i) notify **us** in writing as soon as reasonably possible giving full details
- ii) immediately tell the police about all incidents causing injury; of theft, attempted theft or vandalism; accidental loss; and loss, damage or injury caused by malicious persons
- iii) 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 insurance
- iv) not admit to, negotiate any payment or refuse any claim without **our** written consent
- v) immediately send **us** unanswered every writ, summons, legal process or other communication **you** receive about the claim.

### 2 Conduct of claims and assistance

**We** are entitled to

- i) take over, conduct, defend or settle any claim in **your** name or in the name of any person claiming under this insurance
- ii) exercise full discretion in the conduct of any proceedings or the settlement of any claim
- iii) take proceedings for **our** own benefit, at **our** own expense and in **our** own name (if required) to recover any payments **we** have made under this insurance
- 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 matters connected with it
- v) co-operation from **you** or any person on any matter affecting this insurance.

### 3 Claims, statements and information

**We** have the right to refuse to pay a claim or to end this insurance if any

- i) claim or statement made by **you** is in any respect false, fraudulent or intentionally inflated or exaggerated
- ii) information given to **us** is inaccurate, forged or falsified
- iii) material facts have been withheld.

### 4 Rights of recovery

If the law of any country in which this insurance 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.

### 5 Notifying us of changes

**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
- or
- ii) **your** inability to comply with any condition which forms part of this insurance.

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

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

### 6 Your duty of care

**You** must maintain all **vehicles** in an efficient and roadworthy condition and take all reasonable steps to protect them and to prevent injury, loss or damage.

### 7 Right to inspect

**You** must, at **our** request, allow **us** to examine the **vehicle** at any reasonable time.

### 8 Jurisdiction

In the absence of any agreement to the contrary, this insurance is governed by the laws of the **United Kingdom** except where proceedings are brought or judgement is obtained against you or any other person covered by this insurance in a court outside the **United Kingdom** arising out of the use of the vehicle in that foreign country and provided that we have extended this insurance to cover such foreign use.

## 9 Disagreements and disputes

### i) Amount of claim

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

### ii) Other disputes

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

### iii) Complaints

See page 18 for the full complaints procedure.

## 10 Other insurances

If, at the time a claim is made under this insurance, 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 insurance.

## 11 Cancellation

### i) By you

**You** may cancel this insurance by giving **us** written notice and, at the same time, surrendering the current **certificate(s) of motor insurance**. **You** may be entitled to a refund of premium as set out in the table of short period rates below *provided that* no claim has been made during the current **period of insurance**.

Months you have had cover for	1	2	3	4	5	6	6 months +
Percentage of annual premium covering that period	25%	37.5%	50%	62.5%	75%	87.5%	Full premium
Percentage of refund	75%	62.5%	50%	37.5%	25%	12.5%	Nil

### ii) By us

**We** may cancel this insurance by giving seven days notice by recorded delivery to the address shown in the **schedule** or, in the case of Northern Ireland, to the relevant authority. **You** must immediately surrender the current **certificate(s) of motor insurance** to **us** upon receipt of which you will be entitled to a pro-rata refund of premium for any unexpired period of insurance providing that no claim has been made on your policy. In the event that a claim has been made on the policy, the full year's premium remains payable.

## 12 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 insurance from that date. In the event of such cancellation, **you** must immediately surrender the **current certificate(s) of motor insurance** to **us**.

## 13 Instalment premiums

**You** must pay each premium when it is due otherwise **we** will cancel this insurance from that date, but the premium will continue to be payable until the date we receive the Certificate of Insurance back from you.

If **your vehicle** is a total loss before you have paid all your instalments and we agree to pay **your** claim, the amount **you** owe will be deducted from the claims payment.

## 14 Adjustments

If you make any alterations to this insurance during the insured period, an administration fee may be charged.

## 15 Motor Insurance Data Base Disclosure

It is noted that you must comply with the regulations of the Motor Insurers' Data Base (MID) as shown in the EU Fourth Motor Insurance Directive and the Motor Vehicles (Compulsory Insurance) ( Information Centre and Compensation Body ) Regulations 2003 which require you to disclose the following information and subsequent amendments ( which must be advised within 5 days of any change):

1. The vehicle registration mark, make and model of all permanently owned vehicles and/or motor vehicle in your possession for a period in excess of fourteen days which are licenced for road use.

NOTE Failure to comply with these regulations will prejudice your claim and may result in cover being reduced or the policy cancelled. You may also be prosecuted by the appropriate body which may include a fine up to £5,000 and your details held on the Motor Insurers' database as a defaulter.



## GENERAL EXCLUSIONS

The following exclusions apply to this insurance as a whole except where varied specifically in any section. In addition, each section of this insurance has its own special exclusions which should be read carefully.

### **THIS INSURANCE DOES NOT COVER**

#### **1 Drink and drugs**

any liability, injury, loss, damage or consequential loss arising out of the **vehicle** being driven by any person who, **we** are satisfied, was at the time under the influence of any substance that would be considered an offence under the relevant law applicable to the driving of **vehicles** *except* as is required to meet the minimum requirements of such law

#### **2 Suicide and deliberate damage**

any liability, injury, loss, damage or consequential loss arising out of any act of suicide, attempted suicide, actual or attempted wilful deliberate damage committed by **you** or any passenger in the **vehicle** *except* as is required to meet the minimum requirements of the relevant law applicable to the driving of **vehicles**

#### **3 Airports and airfields**

any liability, injury, loss, damage or consequential loss arising from the use of a **vehicle** and any trailer (whether attached or not) "air-side" including the manoeuvring and ground equipment parking areas, aprons and service roads directly associated with any airport or airfield to which aircraft have access

#### **4 Agreements**

any liability **you** have accepted solely by virtue of an agreement *but* which would not attach if that agreement did not exist

#### **5 War risks**

any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, military or usurped power *except* so far as is necessary to meet the relevant law

#### **6 Radioactive contamination**

- a) death, disablement, damage to any property or any resulting loss, expense or consequential loss
- b) 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

#### **7 Pressure waves**

loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

#### **8 High risk premises**

any liability, injury, loss, damage or consequential loss arising from the use of a **vehicle** and any trailer (whether attached or not) within any power stations, nuclear installations or establishments; refineries, bulk storage or production premises in the oil, gas or chemical industries *except* as is required to meet the minimum requirements of the relevant law applicable to the driving of **vehicles**

#### **9 Dangerous substances**

any liability, injury, loss, damage or consequential loss occasioned by the carriage of any dangerous substances or goods

- i) listed in the Approved List of Dangerous Substances published by the Health and Safety Executive
- ii) which require carriage in accordance with
  - a) The Road Traffic (Carriage of Dangerous Substances in Road Tankers and Tank Containers) Regulations 1992
  - b) The Road Traffic (Carriage of Dangerous Substances in Packages etc.) Regulations 1992
  - c) Any other relevant subsequent or similar legislation

*except* as is required to meet the minimum requirements of the relevant law applicable to the driving of **vehicles**.

## **10 Pollution**

any liability except as is required to meet the minimum requirements required by law for any liability, injury, loss, damage or consequential loss arising directly or indirectly from pollution or contamination arising from:

- a) contamination or pollution caused directly or indirectly by the discharge or leaking of any substance, liquid, vapour or gas
- b) contamination or pollution of any building or other structure, water, land or the air.

**We will not pay for claims arising directly or indirectly from contamination or pollution where it is caused by any substance, liquid, vapour or gas being deliberately discharged or leaks caused by the failure to maintain or repair **your vehicle**, or any part of it.**

## **11 Weight of load**

any liability, loss or damage arising while any vehicle covered by this insurance is being used to carry and load which is more than it was constructed to carry and more than the specified maximum capacity.

## **12 Electronic data recognition**

any claims directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

## **13 Terrorism**

any liability loss or damage arising directly or indirectly from acts of terrorism as defined in the Terrorism Act 2000 except where we need to provide the minimum insurance required by the Road Traffic Acts.

## USE AND DRIVERS

This insurance 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**.

### Uses

Unless specifically included in the **certificate of motor insurance**, the following uses are not covered

- a) hiring or letting out in return for money
- b) carrying and transporting passengers or goods for money *other than*
  - i) where a mileage allowance is paid to **you** for official or agreed business duties or for the performance of a social service
  - ii) **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
- c) racing, pace-making, speed-testing or being in any contest, reliability or speed trial *other than* road safety rallies and treasure hunts
- d) any purpose connected with the motor trade.

### Drivers

This insurance excludes any liability, injury, loss, damage or consequential loss occurring while a **vehicle** is being driven by

- a) **you** or any person claiming indemnity under this insurance unless such person holds a licence to drive the **vehicle** or has held and is not disqualified or prohibited by law from holding or obtaining such a licence
- b) **you** or any other person who is not complying with the terms and limitations of his/her driving licence.

## CLAUSES

The following conditions and clauses apply. Please see pages 3-4 for those general conditions which apply to this insurance as a whole. All should be read carefully.

### 1 No Claims Bonus

The percentage discount which the bonus represents is the company's standard bonus scale for the particular class of business.

#### **Standard**

We will, if applicable and depending on the number of claims arising during each twelve month **period of insurance**, increase or reduce the annual renewal premium in accordance with the company's standard bonus scale.

No Claims Bonus at inception or previous renewal	Claims during the period of insurance		
	None	One	Two or more
4 years or more	4	2	Nil
3 years	4	1	Nil
2 years	3	Nil	Nil
1 year	2	Nil	Nil
Nil	1	Nil	Nil

#### **Protected**

If your **schedule** shows that a **no claims bonus** is protected, the scale below will apply. We will not, when calculating the protected **no claims bonus**, take into account those claims where we are able to make a full recovery of our outlay.

No Claims Bonus at inception or previous renewal	Claims during the period of insurance			
	None	One	Two	Three or more
4 years or more	4	4	2	Nil
3 years	4	3	1	Nil
2 years	3	2	Nil	Nil
1 year	2	1	Nil	Nil
Nil	1	Nil	Nil	Nil

A No Claims Bonus, whether protected or not

- i) will, if more than one **vehicle** is covered by this insurance, be applied as if a separate insurance had been issued for each **vehicle**
- ii) cannot be earned where this insurance has been issued for a **period of insurance** of less than twelve months
- iii) is not transferable.

### 2 Territorial limits

- i) In compliance with European Union Directives, we will also provide the minimum third party indemnity required to comply with the laws relating to compulsory insurance of **vehicles** in any country which is a member of the European Union and any other country which has satisfied the European Union that arrangements have been made to meet its requirements relating to the use of **vehicles**.
- ii) The cover under this insurance operates in and includes sea, rail or air transits within the **United Kingdom**.

### 3 Foreign use

At **your** request and subject to **our** consent, **your** payment or agreement to pay any additional premium or charge and the issue of an International Motor Insurance Certificate (Green Card) we will provide, for each of the countries listed below (including sea, rail or air transits)

#### **i) Cover as per the schedule**

Austria, Belgium, Denmark, Finland, France, Germany, Greece, Italy, Luxembourg, Netherlands, Portugal, Republic of Ireland, Spain and Sweden

Andorra, Czech Republic, Gibraltar, Hungary, Iceland, Liechtenstein, Monaco, Norway, San Marino, Slovak Republic, Switzerland and the Vatican

#### **ii) Third Party liability only**

Bulgaria, Croatia, Estonia, Israel, Malta, Morocco, Poland, Romania, Slovenia, Tunisia and Turkey, west of the Bosphorus.

- iii) All other European Countries that are not listed above must be advised to us in advance of your journey and an International Motor Insurance Certificate (Green Card) must be issued and in your possession **before** you set out.

#### 4 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(s) if **you** are detained or the **vehicle** is impounded as a direct result of an accident in Spain.

Immediately the guarantee is released or the deposit becomes recoverable, **you** will comply with all necessary formalities and give **us** all information and assistance that may be required to obtain the cancellation of the guarantee or return of the deposit.

If the guarantee or deposit is fully or partially forfeited or taken for the payment of fines or costs, **you** will immediately repay such amount to **us**.

#### 5 Permanent replacement and additional vehicles

Where the cover under this insurance operates in respect of unspecified **vehicles** and applies only to the drivers named in the **schedule** and **certificate of motor insurance**, we will cover permanent replacement or additional **vehicles**

*provided that*

- i) **we** are supplied with full details of such **vehicle(s)** within seven days of the effective date
- ii) **you** pay any additional premium **we** may require
- iii) the value of the vehicles is no greater than the value of the vehicle substituted or amount shown in the schedule as being the maximum indemnity limit.

In all other circumstances, no cover will operate for any permanent replacement or additional **vehicle(s)** until **we** have been given full details, the **certificate of motor insurance** for the **vehicle** has been received by **you** and **you** have agreed to pay any additional premium **we** may require.

## **SECTION 1 - LIABILITY TO OTHERS**

### **Driving your vehicle**

We will insure **you** for all the amounts **you** may be legally liable to pay less any **excess** stated in the **schedule** for

- i) death of or injury to other people
- ii) damage to property up to a limit of £2,000,000 any one occurrence

as a result of any accident **you** have whilst **you** are driving, using or in charge of **your vehicle**.

### **Other people driving or using your vehicle**

The following are also insured

- i) any other person who, with **your** permission, is using, driving or in charge of the **vehicle** as long as this is allowed by the current **certificate of motor insurance** and has not been excluded by an **endorsement**, exclusion or condition
- ii) any passenger
- iii) **your** employer or business partner.

### **Driving other cars**

We also provide cover

- i) if shown as covered in **your** current **certificate of motor insurance**, any other **car** while **you** are personally driving it with the permission of the owner

*but not for*

- i) a **car** owned by **you** or hired to **you** under a hire purchase or lease agreement
- ii) loss of or damage to the **car** itself
- iii) an event which occurs outside the **United Kingdom**.

### **Towing**

We will insure **you** while **your vehicle** is being used to tow a trailer, caravan or disabled vehicle as allowed by law or recommended manufacturers towing limit.

*excluding*

- i) any trailer, caravan or disabled vehicle
  - a) being towed for reward
  - b) not properly secured to **your vehicle**
  - c) when more than one trailer, caravan or disabled vehicle is being towed
- ii) damage to or the loss of the towed trailer, caravan or disabled vehicle or its contents

### **Legal personal representatives**

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

### **Compulsory cover abroad**

We will provide the minimum third party indemnity required to comply with the laws relating to compulsory insurance of **vehicles** in any country which is a member of the European Union and any other country which has satisfied the European Union that arrangements have been made to meet its requirements relating to the use of **vehicles**.

### **Additional costs and fees**

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

- i) legal fees for representation at any coroner's inquest, fatal accident inquiry or court of summary jurisdiction
- ii) the cost of defending any proceedings against **you** for manslaughter or causing death by reckless driving, up to a limit of £10,000 inclusive of any Value Added Tax
- iii) 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)
- iv) all other costs and expenses incurred with **our** written consent.

## **WHAT WE DO NOT COVER**

*The following exclusions apply to this section of the insurance. Please see pages 5-6 for those exclusions which apply to this insurance as a whole. All should be read carefully.*

- 1 Anyone entitled to indemnity under any other insurance.
- 2 Loss of or damage to
  - a) property belonging to or in the custody or control of anyone claiming indemnity
  - b) the **vehicle** itself.
- 3 Death of or bodily injury to any person arising out of and in the course of that person's employment by any party claiming indemnity *except* as required by the relevant Road Traffic Acts.
- 4 Death, bodily injury or damage arising out of the spraying of crops or dissemination by any means of any chemical or other substances and for agricultural purposes *except* as required by the relevant Road Traffic Acts.
- 5 Death, bodily injury or damage arising not on a public highway as a result of loading, unloading of **your vehicle** by anyone apart from the driver or attendant.
- 6 Death, bodily injury or damage caused by or arising out of the use of this vehicle or its attachments as a tool of trade except as required by the relevant Road Traffic Acts.

## SECTION 2 - YOUR VEHICLE

*Your schedule will show whether this section is in force and which of the numbered covers apply to this insurance.*

### DEFINITIONS

*These words have the same meaning wherever they are used in this section of the insurance. Please see page 2 for those Definitions which apply to this insurance as a whole.*

#### Accessories

Additional or supplementary accessories and parts fitted to the **vehicle**, safety equipment and maker's tool kit kept in or on the **vehicle**.

#### Agreed value

The value of **your vehicle** stated in the **schedule**.

#### Audio equipment

Audio equipment including radio, CB's, two-way radio, cassette, compact disc, telephone equipment and its accessories, television and taxi metering equipment 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 reasonable cost of replacing **your vehicle** with a comparable one of similar type and condition.

#### Total loss

Where the **vehicle** is

- i) damaged beyond economic repair
- or
- ii) the repair costs exceed 75% of the **market value** or **agreed value** whichever is the greater
- or
- iii) stolen and not recovered within six weeks.

### THE COVER

*Your schedule will show which of the following numbered covers is operative.*

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.

### IN THE EVENT OF A CLAIM

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

#### 1 Recovery and delivery

**Please telephone our helpline so that we can make all the necessary arrangements for you.**

We will pay the reasonable costs, where necessary, of

- i) protecting the **vehicle**. In the event of a total loss we will move the vehicle to free and safe storage whilst our investigations are carried out
- ii) moving the **vehicle**, if it cannot be driven, to the nearest repairer or the repairer nearest **your** home

**You** must not drive the **vehicle** after an accident if it is not roadworthy or if this will, in any way, increase the damage.



## 2 Repairs

Repairs can be arranged quickly by telephoning our **accident helpline**. (See Page 16)

### *Own choice repairer*

If **you** wish the repairs to be undertaken by a competent repairer of **your** choice, **you** must send **us** the completed accident report form and your driving licence with an 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 in cash the amount **our** repairer would have charged.

If **you** have a written estimate for the repairs of £250 or less, **you** may personally authorise such repairs but **you** must immediately send the estimate, the accident report form and your driving licence to **us**.

## 3 Replacement car during repair

If **your car** is damaged in the **United Kingdom**, and not used for hire and reward, **we** will arrange for a temporary replacement **car** which may be a courtesy **car**, once the repairs to **your car** have been authorised *but only* if **you**

- i) use one of **our** approved repairers
- ii) do all that is possible to minimise the period for which the replacement **car** is required.

In the event of a claim, **you** will be responsible for paying the same **excesses** as those applying to the damaged **car**.

## 4 Making a theft claim

In the event of a theft claim, **we** will, in order to facilitate speedy handling and settlement, require the following to be submitted

- i) the **vehicle's** registration documents
- ii) MOT certificate, if applicable
- iii) a copy of the hire purchase or leasing documents or the name, address and reference number of the lender
- iv) the purchase receipt
- v) photographs of the **vehicle** if **you** have any
- vi) a key to the **vehicle**, an alarm key or transmitter, if applicable (all the keys will be required before final settlement of the claim)
- vii) the **certificate of motor insurance** applicable to the **vehicle**.

## HOW WE WILL PAY YOUR CLAIM

### Your vehicle and accessories

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

- i) pay for the damage to be repaired
- ii) replace the **vehicle** or item
- or
- iii) make a cash payment.

The most **we** will pay for **your vehicle**, including its **accessories** will be the lower of either the cost of repair or, depending on the basis on which it is insured

- i) the **market value** immediately before the loss or damage *but not* more than the value stated in the **schedule**
- or
- ii) the **agreed value** stated in the **schedule**.

### Foreign vehicle parts

If any damaged part or accessory of **your vehicle** cannot be obtained in the **United Kingdom** we will pay in cash the replacement cost of the accessory or part which is the closest in comparison to the damaged part or accessory and which can be obtained from a **United Kingdom** source. This will be the limit of **our** liability.

## Total loss

If the **vehicle** is considered to be a **total loss** and **you** are not eligible for a new **car** (see new **car** replacement below), **we** will, subject to the deduction of the applicable **excess(es)**, offer a cash settlement and the **vehicle** will become **our** property.

**We** may, on request and at **our** option, offer a reduced cash settlement and allow **you** to keep the damaged **vehicle** *provided* it is classified by the engineer as repairable.

Cover under this section for the damaged **vehicle** will end from the date that **you** accept **our** offer. An additional premium will be required if the cover is to continue on a replacement **vehicle**. **You** may be asked to return **your Certificate of Insurance** before we pay.

## Hire purchase or leasing agreements

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

## New car replacement

**We** will replace such **car**, subject to availability, with a new one of the same make and specification if it is damaged within twelve months of its purchase as new by **you**, **your** spouse or partner and

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

*provided that*

- i) **you** pay the applicable **excess(es)**
- ii) the **car** is owned by **you** or has been purchased under a hire purchase agreement (**cars** subject to any type of lease or contract hire agreements are not eligible for replacement)
- iii) the agreement of any interested hire purchase company is obtained
- iv) the first registered owner of the **car** is **you**, **your** spouse or partner
- v) the **car** is not used by **you** for hire or reward
- vi) the **car's** mileage does not exceed 12,000.

## Audio equipment

**We** will also pay, after the deduction of the excess(es), the market value of the audio equipment at the time of the loss or damage, subject to a limit of £250 or any higher limit agreed to by us and stated in the schedule.

## Excesses

If an **excess** is shown in the **schedule** or elsewhere in this insurance, **you** have agreed to pay that amount for each incident of loss or damage.

## Extra excesses for young or inexperienced drivers

If the **vehicle** is damaged while a young or inexperienced person (including **yourself**) is driving, **you** will have to pay a contribution as shown below in addition to any other **excesses** which apply.

Age of Driver	Amount of Excess	
	Inexperienced (UK full licence held for less than 1 year)	Experienced (UK full licence held for 1 year or more)
17 - 18	£500	£350
19 - 20	£300	£250
21 - 24	£250	£200
25 and over	£250	Nil

## EXTENSIONS

### 1 Your car in the care of others

If requested, **we** will 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 while **your car** is in the care of

- i) the motor trade for service, repair, testing or examination
- ii) a hotel, restaurant, car park or other similar establishment while being parked
- iii) a transport operator for loading onto or unloading from aircraft, ships, trains or other conveyances

*provided that* **our** rights of recovery are not prejudiced.

### 2 Customs duty

**We** will refund any customs duty **you** have to pay, if any insured loss or damage occurs after **you** have temporarily imported the **vehicle** into any of the countries in which **you** have cover.

## OPTIONAL EXTENSIONS

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

### 1 Windscreen, sun-roof and window damage

Provided that **you** use **our** authorised repairer, **we** will pay up to the limit stated in the **schedule** in any one **period of insurance** for the cost of repairing

- i) loss of or damage to the glass in the **vehicle's** windscreen, sun-roof or windows
- ii) any scratching of the bodywork arising solely from the breakage of the glass or the repair itself.

The **excess** stated in the **schedule** will be applied *unless*

- i) the damaged glass is repaired rather than replaced and there is no claim for any scratching of the bodywork or
- ii) other **excess(es)** are being applied as a result of more extensive damage to the **vehicle**.

A claim under this extension will not affect the **vehicle's** No Claims Bonus.

## WHAT WE DO NOT COVER

The following exclusions apply to this section of the insurance. Please see pages 5-6 for those exclusions which apply to this insurance as a whole. All should be read carefully.

- 1 Loss of use, loss of value following repair, wear and tear, mechanical or electrical breakdown, failures or breakages
- 2 Damage to tyres *unless* caused by an accident.
- 3 Damage due to liquid freezing *unless you* have taken reasonable precautions as laid down by the manufacturer's instructions.
- 4 The amount of any extra cost due to any parts or replacements not being available from stock held in the **United Kingdom**.
- 5 Repairs or replacements which improve the condition of the **vehicle** or its **accessories** or **audio equipment** *unless you* make a contribution towards the repair or replacement.
- 6 Loss or damage resulting from theft or attempted theft where
  - i) the keys have been left in or on the **vehicle**
  - ii) the windows, doors or other openings have not been closed and locked
  - iii) **you** have not taken reasonable precautions to protect it
  - iv) the special security device required by **us** or for which we have allowed a discount in premium, has not been set or is not in full operation
  - v) **you** have not removed from view any audio equipment designed to be wholly or partly removable or portable
  - vi) fraud or deception has taken place
- 7 Loss or damage arising out of an accident as a result of which any person driving is convicted of
  - i) an offence under Sections 4, 5, 6 and 7 of the Road Traffic Act 1988 or any amending legislation
  - ii) an equivalent offence under the law of other countries to which this insurance applies.
- 8 Loss or damage arising during or as a consequence of
  - i) earthquakes
  - ii) riot or civil commotion occurring elsewhere other than in Great Britain, the Isle of Man or the Channel Islands *unless you* can prove to **our** satisfaction that these were not the cause of the loss or damage.
  - iii) the operation of a tipping device
  - iv) repossession of the **vehicle** by its rightful owner.
9. Loss or damage occasioned by theft or attempted theft or any malicious act expedited or in any way brought about by any employee, partner, director or member of the insured's family or insured person.
10. Loss or damage to any satellite navigation equipment unless such equipment was fitted by the vehicle manufacturers in their factory either as part of the standard specification of the vehicle or as optional equipment.
- . Consequential losses - losses that arise from your inability to use the vehicle, e.g. loss of profits and hire charges.

Subject, otherwise to the terms, conditions and exclusions of this insurance.

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## **ADVICE IF YOU HAVE AN ACCIDENT**

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### **AT THE SCENE**

#### **Make a written note of**

- the names and addresses of the people involved, all independent witnesses and passengers
- details of the other vehicles involved including the registration numbers and the other drivers' motor insurers
- the time and place of the accident, the state of the road e.g. wet or greasy and any skid marks
- the extent of injuries suffered and damage to other vehicles or property
- a rough sketch of the accident including the position of your vehicle at the time of impact.

#### **Please do not**

- admit responsibility or negotiate any payment
- drive your vehicle if it is not roadworthy.

### **AFTER THE ACCIDENT**

#### **Please do**

- immediately tell the police about all incidents
  - a) causing injury
  - b) of theft, attempted theft or vandalism
  - c) of loss, damage or injury caused by malicious persons
- produce your certificate of motor insurance and driver's licence on request.

### **WHEN MAKING A CLAIM**

#### **Please do**

- use the helplines for assistance and to tell us about any accident, injury, loss or damage as soon as you can
- send us details in writing as soon as possible
- send us, unanswered, every writ, summons, legal process or other communication about the claim as soon as you receive it
- immediately tell us in writing if you or your legal representative become aware of any prosecution, inquest or fatal inquiry involving anyone covered by this insurance.

#### **Please do not**

- admit responsibility, negotiate any payment or refuse any claim without our written consent.

Full claims conditions are set out in General Conditions on pages 3 and 4

#### **Fast Claims Reporting**

This can be done on the Tradex Website - [www.tradex.com](http://www.tradex.com). You will still need to complete a claim form (download this from the website too) Fast claims reporting may save you Third Party Excess Charges.

## **CONTACT TELEPHONE NUMBERS:**

**Accident Helpline - 0845 373 1300**

**Autoglass Windscreen repair - 0800 36 36 36**

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## CHANGES - IMPORTANT NOTICE

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**You** must tell **us** as soon as possible in writing about any changes which may affect this insurance and which have occurred since **you** completed the application and any questionnaires, the insurance started or the last renewal date.

If **you** are not sure whether certain facts are relevant, please ask **your** insurance advisor or contact us on -

**Telephone number: 0845 373 1300**

If **you** do not tell **us** about relevant changes, this insurance may not operate fully, or at all.

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

- A change of **vehicle** (including additional **vehicles**).
- Any alterations to the **vehicle** if these make it different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic).
- A change of address.
- 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 driver whose driving is now to be covered but who
  - i) **you** have not told **us** about before
  - ii) is excluded by the **schedule** or the current **certificate of motor insurance**.
- Details of any motoring convictions of any person allowed to drive or of any future prosecutions for any motoring offence *other than* parking.
- Details of any accident or loss, whether or not **you** make a claim, involving the **vehicle** or that occurs while **you** are driving anyone else's **vehicle**.
- Details if **you** or any other person allowed to drive the **vehicle** suffers from diabetes, epilepsy, a heart condition or any other disease or physical infirmity.

## If you have a complaint

We are committed to providing our clients with insurance cover and claims service. However we have established our own internal complaints procedure should you be dissatisfied in any way.

## Our Complaints Procedure

If you have any complaint please let us know immediately.

### **If you are insured with us via a broker/adviser/agent**

Your first point of contact should be your broker/adviser/agent who will take up your complaint on your behalf with us.

### **If you are insured with us 'direct'**

Your first point of contact should be:

Customer Intermediary Officer, Victory House, 7 Selsdon Way, Isle of Dogs, London E14 9GL  
Tel: 020 7001 9200

1. On receipt of your complaint at the above address we will issue an acknowledgement which you should receive within 5 working days.
2. Your complaint will be investigated within 4 weeks and by the end of this time we will discuss our findings with you or advise the outcome of our initial investigation and proposal for resolving the matter.
3. We aim to resolve the complaint and finalise the outcome in writing to you within 8 weeks. If the complaint cannot be resolved in this time we will inform you and give reasons for the further delay and indicate when we expect to give a final response. At this time you may refer the complaint to the Financial Ombudsman Service if you are dissatisfied with the delay (address shown below).
4. We are committed to handling and resolving complaints within the context of the above procedure. However should you still be dissatisfied at the end of this process, and within 6 months, you should contact:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR  
Tel: 020 7964 1000 Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)



