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Tradewise

PRIVATE / PUBLIC HIRE
MOTOR INSURANCE POLICY

Keeping your business motoring

plan insurance brokers

YOUR INSURANCE

This is a commercial policy and is a legally binding contract of Insurance between you and us (the **Company**). The contract is based on the information you gave us as shown in the **Statement of Fact**.

We agree to insure you under the terms, conditions and exceptions contained in this booklet and any **Endorsements** that apply to this booklet. You are insured for any liability, loss or damage that occurs during any **Period of Insurance** for which you have paid, or agreed to pay a premium.

Unless we have agreed otherwise with you, this Insurance is governed by English law.

GUIDANCE NOTES

We rely on the information you gave us being correct and complete. If it was not, you may not be covered by this Insurance.

You must tell us about changes in the information you gave us. If you do not, you may not be covered by this Insurance.

You must also tell us about any changes you want us to make to this document.

DEFINITIONS

These words have the same meaning wherever they are used in this Insurance:

Certificate of Insurance	Shall mean the document showing that the Policy meets the legal requirements for insuring motor vehicles (under the Road Traffic Act).
Company	Shall mean Tradewise Insurance Company Limited and authorised Co-Insurers, details of which are available on application.
Endorsements	Shall mean an amendment to the terms of this Insurance.
Insured	Shall mean the person(s) as shown on the Schedule of Insurance.
Insured Vehicle	Shall mean any vehicle described in the **Schedule** (and shall include any other motor vehicle details of which have been supplied to and accepted by the **Company** provided that the **Certificate of Insurance** delivered to the **Insured** remains effective.)
Licence	Shall mean a full UK driving licence held for a minimum of 60 months with entitlement to drive meeting the relevant categories of the Insured Vehicle. The licence shall remain continuous throughout the duration of the policy
Period of Insurance	Shall mean the period specified in the **Schedule.**
Statement of Fact	Shall mean the record of information supplied by you, the **Insured** and or your representative and given to the **Company**.
Schedule	Shall mean the document issued with your Policy booklet which shows details of the **Insured, Period of Insurance, Endorsements** applicable, excess(es) and the cover provided.
Terrorism	Shall mean: a) In the United Kingdom, “terrorism” shall follow the interpretation as set out in Part 1 of the Terrorism Act 2000 or as per any subsequent amendments thereto or successors thereof (as replicated hereunder). b) In any other territory, which has equivalent legislation to the Terrorism Act 2000, “terrorism” will follow the definition of that legislation. c) In any other territory the UK terrorism Act 2000 or subsequent amendments thereto or successors thereof will be deemed to be the applicable definition.
Private Hire	Use of a passenger carrying vehicle for the carriage of passengers for hire and reward other than under a hackney carriage licence. Note: Plying for hire in the street or operating from taxi ranks is not permitted by law. It is illegal for Private Hire operators to use two-way radios, radio telephones and the like to direct vehicles to customers.
Public Hire	Full taxi use under hackney carriage licence. Vehicles which ply for hire in the street or operate from central stance are included. Two-way radios, radio-telephones and the like may be used.

PRIVATE / PUBLIC HIRE INSURANCE POLICY DOCUMENT

The Policy, any **Endorsements** and the **Schedule** shall be considered together as one contract and any word or expression to which a specific meaning has been given in any of them shall bear such meaning wherever it appears.

The **Insured** and the **Company** agree that:

1. 1 The **Company** will provide Insurance subject to the terms of this Policy in respect of accident, injury, loss or damage occurring in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands during the **Period of Insurance**
2. The following shall be conditions precedent to any liability of the **Company** to make any payment under this Policy:

    a) The observance of the terms and conditions of this Policy relating to anything to be done or complied with by the **Insured;**

    b) It is agreed and accepted by the **Insured** that the statements and answers given in the **Statement of Fact** are correct and complete;

    c) The need for full disclosure of any information which may affect the underwriting of a risk at renewal (or in the case of additional driver(s) at the time of inclusion to the policy).

Your attention is drawn to the **Data Protection Notice,** starting on page 14 of this document, in relation to data sharing for the purpose of Fraud Prevention and Detection.

COVER APPLICABLE

(See latest **Schedule** issued)

COVER	**Sections Operative**
Comprehensive	All sections

Cover as specified in the Operative **Endorsements** Section of the **Schedule.**

SECTION 1 - LIABILITY TO THIRD PARTIES

1. Indemnity to the **Insured**
   a) The **Company** will indemnify the **Insured** against their legal liability in connection with the **Insured Vehicle** (inclusive of any one trailer attached to the **Insured Vehicle**) for damages and claimant's costs and expenses and all costs and expenses incurred with their prior written consent in respect of:-
      i) Accidental death of or bodily injury to any person or persons caused by or arising out of the use of the **Insured Vehicle;**
      ii) Accidental damage to property (not belonging to or in the custody or control of the **Insured** or being conveyed by or in the **Insured Vehicle**) caused by or arising out of the use of any such vehicle (including the loading or unloading of such vehicle) but the indemnity against liability for such damage is limited to £5,000,000 in respect of any one claim or number of claims arising out of one event.

   b) The **Company** will at the **Insured's** request (or may at their option) arrange for and will pay the fee of a Solicitor to represent the **Insured:**

      i) At any Coroners Inquest or Fatal Enquiry in respect of any death;
      ii) In any Court of Summary Jurisdiction in any proceedings in respect of any Act caused by or relating to any event which may be the subject of indemnity under this Section.

2. Indemnity to other persons
   The **Company** will under the terms of Sub Section (1) indemnify:
      i) Any person driving the **Insured Vehicle** on the **Insured's** order or with their permission;
      ii) At the request of the **Insured** any passenger who is in or mounting into or dismounting from the **Insured Vehicle.**

3. In the event of the death of any person entitled to indemnity under this Section the **Company** will, in respect of the liability incurred by such person, indemnify their legal representatives under the terms and conditions of this Insurance.

EXCLUSIONS TO SECTION 1

The **Company** shall not be liable:

a) Unless the person driving holds a **Licence** to drive such vehicle or has held and is not disqualified from holding or obtaining such a **Licence;**
b) Under Sub Section 2 or 3 to indemnify any person:
   i) Unless they observe, fulfil and be subject to the terms, exclusions and conditions of this Insurance in so far as they can apply;
   ii) If they are entitled to indemnity under any other Insurance;
   iii) In the event of any claim which, if made against the **Insured,** would not have been the subject of indemnity under this Insurance;
c) In respect of death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified under this Section except so far as is necessary to meet the requirements of the European Community Directive on Insurance of civil liabilities arising from the use of motor vehicles (No. 90/232/EEC);

d) In respect of damage to property belonging to or held in trust by or in the custody or control of the **Insured,** passenger or of any person specified in the **Certificate of Insurance** and claiming indemnity under this Section or damage to any property being conveyed by the **Insured Vehicle;**

e) In respect of damage to the **Insured Vehicle** in connection with which indemnity is provided by this Insurance;

f) In respect of death of or bodily injury to any person or damage caused by or arising out of or in connection with the bringing of a load to such vehicle for loading thereon or the taking away of any load from such vehicle after unloading therefrom;

g) Loss, damage or liability caused by pollution or contamination arising out of the seepage of the load from the **Insured Vehicle;**

h) In respect of death or bodily injury to any person being conveyed in or on a semi-trailer as defined in the European Communities (Road Traffic) Regulations, 1992 (Statutory Instrument No. 347/1992) connected by any means whatsoever to an **Insured Vehicle** which is being used in a public place.

SECTION 2 - LOSS OR DAMAGE

The **Company** will indemnify the **Insured** in respect of the **Insured Vehicle** (including its standard accessories while thereon) against:

1. Damage (other than by Fire or Theft)
   Loss of or damage other than by Fire or Theft as defined in Sub Section 2(Fire) or 3(Theft) of this Section.

2. Fire
   Loss or damage caused by Fire, Lightning, Self-ignition or Explosion.

3. Theft
   Loss or damage caused by Theft or Burglary or any attempt thereat.

The **Company** may at their own option repair, reinstate or replace the **Insured Vehicle** or any part or accessory thereof, or may pay in cash the amount of the loss or damage not exceeding the market value of the **Insured Vehicle** but in no event shall the **Company** be liable for a sum greater than the value advised to the **Company.**

If to the knowledge of the **Company** the **Insured Vehicle** is the subject of a Hire Purchase Agreement, payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the **Company** in respect of such loss or damage.

CONDITIONS TO SECTION 2

1. **Repairs** - If the **Insured Vehicle** is disabled by reason of loss or damage for which the **Company** are liable under this Section, the **Company** will bear the reasonable cost of safeguarding and for the removal of the **Insured Vehicle** to the nearest competent repairer or to a suitable place for safety, together with the cost of redelivery of the **Insured Vehicle** to the **Insured's** address herein, provided that the liability of the **Company** shall not include the cost of any transit beyond the country in which the event giving rise to the claim occurred unless specifically agreed.

   The **Insured** may select their own repairer and upon arrival of the **Insured Vehicle** at the repairer's premises the **Insured** shall obtain a detailed estimate of the cost of repairing such vehicle and shall immediately submit same for approval to the **Company.**

No new part or accessory shall be ordered or supplied without the prior written consent of the **Company.**

The **Company** reserves the right, if they or their representative consider the estimate forwarded unreasonable, to arrange and pay for the removal of the **Insured Vehicle** to other repairers.

When a new part or accessory is not obtainable from the Manufacturers (or in the case of a vehicle of foreign manufacture, is not obtainable in the United Kingdom at the time of the loss or damage), the liability of the **Company**, in respect of such damaged part or accessory, shall be limited to the Manufacturer's last list price.

The **Company** shall not be liable for any delay where new parts have to be obtained nor shall they be liable for loss of use of the **Insured Vehicle** or any depreciation in value.

2. In the event that the **Insured Vehicle** is stolen and remains unrecovered by the time agreement is reached as to a settlement value, it shall be a condition of any such settlement that the **Insured** will complete the applicable Section of Form V5 (Vehicle Registration Document) transferring ownership of the **Insured Vehicle** to the **Company** thus allowing the **Company** to record its ownership of the vehicle with the licensing authority and to allow the **Company** to retrieve and dispose of the vehicle to its best advantage in the event that the vehicle is, subsequent to settlement, later recovered.

EXCLUSIONS TO SECTION 2

The **Company** shall not be liable for:

1. a) Loss of use, consequential loss, depreciation, diminution of value following repairs, wear and tear, mechanical, electrical, electronic and computer breakdowns, failures or breakage;
   b) Any delay where new parts or accessories have to be obtained. Should any part or accessory be unprocurable the liability of the **Company** shall be limited to the Manufacturer's last list or published price for such part or accessory;
2. Damage to tyres by application of brakes or by road punctures, cuts or bursts;
3. Loss, destruction or damage directly occasioned by pressure waves by aircraft and other aerial devices travelling at sonic or supersonic speeds;
4. Any loss of or damage to the contents of the **Insured Vehicle**, including all personal effects, money or goods belonging to the driver or passengers or any other party.
5. Any loss destruction of or damage to tools;
6. Any loss suffered by the **Insured** due to any person obtaining any property by deception, fraud or trickery;
7. Damage by frost unless the **Insured** has:
   a) Added to the water in the water system anti-freeze solution and has maintained the solution in such proportion; or
   b) When the **Insured Vehicle** is not in use, completely drained the water from the radiator the cylinder block and the entire circulatory water system by all plugs or taps provided;
8. Damage caused by the fixture of any faulty part or accessory or by defective workmanship or by work being undertaken on the **Insured Vehicle** by the **Insured** or by any person acting on their behalf;
9. Loss or damage occasioned by theft or attempted theft or any malicious act expedited by or in anyway brought about by the **Insured,** any employee, partner, director or any member of their families;
10. Loss or damage of any **Insured Vehicle** by deception by a purported purchaser or agent;
11. Loss or damage to any **Insured Vehicle** whilst in the process of being repossessed from the **Insured**.
12. Loss or damage to any **Insured Vehicle** whilst being towed, lifted or transported by the **Insured** or by any person named in the **Schedule** or **Certificate of Insurance;**
13. Loss or damage to any trailer and for goods carried on or within any trailer;
14. Loss of or damage to any **Insured Vehicle** resulting from the theft or attempted theft when the ignition keys have been left in or on the **Insured Vehicle** or if all the doors, windows and other openings have not been closed and locked;

15. Any loss of or damage to any additional or supplementary parts of the **Insured Vehicle** not directly related to its function as a **Vehicle**. This includes fitted audio and navigation equipment and in-car entertainment or communication equipment.
16. Any consequential loss arising out of damage to any property carried in the **Insured Vehicle**.
17. Loss or damage to the **Insured Vehicle** that is subject to any rental agreement or is not owned by the **Insured** or their spouse. In cases where a courtesy vehicle has been supplied by the **Company** or their duly authorised agent a policy excess of £1000 applies.
18. The amount shown in the **Schedule** as the excess in respect of each and every claim under this insurance. This amount operates independently of and in addition to any other Excess Clause or Condition which may be applied or which may be contained in this insurance.

SECTION 3 - NO CLAIM BONUS

In the event of no claim being made or arising under this Insurance during the preceding year or years of Insurance the renewal premium will include a bonus if the Insurance is renewed for a further year. If the Insurance covers more than one vehicle, the no claims bonus will apply separately for each vehicle when the cover has run for a full annual period.

Where protected bonus has been agreed by the **Company**, this will be shown on the **Statement of Fact** and **Schedule**. The No Claims Bonus shall not be prejudiced provided, that no more than one claim is made in any three consecutive insurance years. In the event of more than one claim in any three consecutive insurance years the No Claims Bonus will be stepped back by two years per claim. Note: The maximum bonus scale is five years.

SECTION 4 - LEGAL EXPENSES

The **Company** may, at the request of the **Insured,** arrange and pay legal defence costs up to a sum not exceeding £1000 in the event of proceedings for manslaughter or reckless or dangerous driving causing death being taken against any licenced driver in respect of any death which may be the subject of indemnity under Section 1 of this Insurance.

The **Company** reserve the right at any time to relieve themselves of further liability in respect of such legal defence costs upon payment to the **Insured** of the amount of the **Company's** total liability as stated above less the costs and expenses incurred to date. This Section shall not apply:

a) To any person under 25 years of age or over 75 years of age;
b) To any person who has been previously convicted of manslaughter or causing death by reckless or dangerous driving or of driving under the influence of alcohol or drugs.

SECTION 5 - EMERGENCY TREATMENT

The **Company** will indemnify any person as named in the **Certificate of Insurance** against legal liability under the Road Traffic Act to pay for emergency treatment of injuries caused by or arising out of the use of such vehicle in any territory to which any of the Act applies. A payment made by reason of this Section shall not be deemed to be a claim under this Insurance for the purposes of Section 3 - No Claim Bonus.

SECTION 6 - FOREIGN TRAVEL

1. **European Community**
   In respect of the use of an **Insured Vehicle** the **Company** will provide the minimum indemnity required to comply with the laws relating to compulsory Insurance of motor vehicles in any country which is a member of the European Union and any other country in respect of which the Council of the European Union is satisfied that arrangements have been made or may in the future be made to follow European Union Directives which have been or will be approved by the Council of the European Union.

2. **International Motor Insurance Certificate (Green Card)**
   Subject to the consent of the **Company,** payment of an additional premium and the issue by the **Company** of an International Motor Insurance Certificate (Green Card) in respect of the **Insured Vehicle,** the indemnity granted by this Policy shall be operative while the **Insured Vehicle** is on or in transit to and from any country specified (and not deleted) in such International Motor Insurance Certificate (Green Card) for the period of validity stated therein.

3. **Spain - Guarantee or Deposit (bail bond)**
   Subject to the payment of a further additional premium, if as a direct result of an accident occurring in Spain which is or might be the subject of indemnity under this Policy, the **Insured** and/or the driver of an **Insured Vehicle** with the **Insured's** permission at the time of the accident is detained or an **Insured Vehicle** is impounded by the Spanish authorities and a guarantee or monetary deposit is required for their release the **Company** will furnish such guarantee or deposit not exceeding £1,000 in all provided that such accident and the requirement of such guarantee or deposit occur during the period of validity of an International Motor Insurance Certificate (Green Card) applicable to Spain issued to the **Insured** by the **Company.**

   Immediately the guarantee is released or the deposit becomes recoverable the **Insured** and/or the driver shall comply with all necessary formalities and give the **Company** all such information and assistance as it may require to obtain the cancellation of the guarantee or return of the deposit.

   If the guarantee or deposit is wholly or in part forfeited or taken for the payment of fines or costs in or as the result of any penal proceedings against the **Insured** and/or the person driving the **Insured Vehicle** shall repay such amount to the **Company** on demand.

SECTION 7 - WINDSCREEN COVER

The **Company** will pay for the cost of repairing or replacing broken glass in the windscreen and/or windows of the **Insured Vehicle**, and any scratching of surrounding bodywork resulting solely and directly from such breakage.

There will be no limit on payment provided the work is carried out by one of our approved companies. If any other contractor is used, a limit of £250 (less excess) will apply.

Any payment made solely under this Section will not affect your No Claim Bonus (see Section 3) provided no other damage has been sustained to the **Insured Vehicle**.

Call Nationwide Windscreen Services on 0800 877 8682. You will need to produce your Certificate and Schedule of Insurance.

EXCLUSIONS TO SECTION 7

The **Company** will not be liable for the first £75 of each claim (excess) if the windscreen/window glass is replaced. This excess will not apply if the windscreen/window glass is repaired rather than replaced.

The **Company** shall not be liable for:

a) Damage to a sun-roof or panoramic roof
b) Additional charges for non emergency work completed outside normal working hours.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this Insurance or any **Endorsement** thereon shall affect the right of any person indemnified by this Insurance or of any other person to recover an amount under or by virtue of the provisions of the law of any territory in which the Insurance operates relating to the Insurance of liability to Third Parties.

But the **Insured** shall repay to the **Company** all sums paid by the **Company** which the **Company** would not have been liable to pay but for the provisions of such law.

SECTION 8 – PUBLIC LIABILITY INSURANCE

The **Company** will indemnify the **Insured** up to a Limit of Indemnity of £5,000,000 for any one occurrence and subject to a **£250** property damage excess for each and every claim :-

a) For all sums which the **Insured** may become legally liable to pay as damages, including claimant's costs and expenses in respect of injury or loss or damage to property which arises as a direct result of your business activities relating to the **Insured Vehicle** under this motor policy which may be the subject of indemnity under this policy and occur during the **Period of Insurance**.
b) All costs and expenses incurred with our written consent in respect of any claim against the **Insured** which may be the subject of indemnity under this policy which may be the subject of indemnity under this policy and occur during the **Period of Insurance**.
c) The payment of the solicitor's fees incurred with the written consent of the **Company** for the **Insured's** representation at:-
    i. Any Coroner's Inquest or Fatal Accident Inquiry in respect of any death.
    ii. Proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in injury or loss of or damage to property which may be the subject of indemnity under this policy and occur during the **Period of Insurance**.

CONDITIONS TO SECTION 8

1. The **Insured** will:
    a) Give immediate notice to the **Company** of any incident which may give rise to a claim being made against the **Insured** or your principal where there may be liability under this policy.
    b) Advise the **Company** immediately if the **Insured** has knowledge of any impending prosecution inquest or fatal accident inquiry.

2. The **Insured** shall provide the **Company** with such particulars and information as the **Company** may require and forward to the **Company** immediately on receipt every letter, writ, summons and process. The **Company** shall be entitled at our discretion to take over and conduct in the **Insured's** name the defence or settlement of any claim and to prosecute at our own expense and our benefit any claim for indemnity or damages against any other persons and the **Insured** shall give us all information and assistance required. No admission of liability, offer, promise or payment shall be made without the **Company's** written consent.

3. The **Company** may at any time at our sole discretion, pay to the **Insured** the maximum sum payable under this Insurance or any lesser sums for which any claim or claims can be settled and we shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment, provided that in the event of a claim such costs and expenses shall not exceed an amount being in the same proportion as the **Company's** payment to the **Insured** bears to the total payment made by or on behalf of the Insured in settlement of the claim or claims.

4. The **Insured** shall take all reasonable care to prevent accidents and to employ only competent persons and to act in accordance with all statutory obligations and regulations.

5. If, at the time a claim is made under this Insurance, another Insurance exists that would cover the same loss, damage or liability, the **Company** will only pay our share of the claim.

EXCEPTIONS TO SECTION 8

The **Company** shall not indemnify the Insured under this policy against liability arising from:

1. The ownership possession or use of:-
    a) Any mechanically propelled vehicle including anything attached to it used in circumstances where insurance or security is required by any road traffic act or legislation or where indemnity is provided by any other policy or security.
    b) Any craft intended to travel through air or space, hovercraft or watercraft.

2. Or as a result of any property or premises occupied, owned, leased or rented by the **Insured**, whether as part of the **Insured's** business or not.

3. Arising from professional advice given by the **Insured** or by anyone on behalf of the **Insured**.

4. Any judgement award or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or part).

5. Any liability which is assumed by the **Insured** by agreement unless such liability would have attached in the absence of such agreement.

6. Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
    a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
    b) The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

7. Any liability for punitive or exemplary damages, whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever.

8. Any liability, loss or damage arising directly from acts of **Terrorism** as defined in the **Terrorism** Act 2000.

9. Any injury sustained by an employee which arises out of and in the course of his or hers employment or engagement by the **Insured**.

10. Any loss or damage or legal liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

11. Any loss of or damage to or any costs or expense incurred in repairing, replacing, removing, rectifying, recalling or making any refund in respect of goods and personal effects transported or held in the course of the business.

12. Any liability directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere but this exception shall not apply in respect of pollution or contamination caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **Period of Insurance.**

13. Any injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any fungus of any kind including but not limited to mildew, mould, spores or allergens.

14. 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; or:
    Being used in restricted areas of airports or airfields (The **Company** will not pay any claim involving aircraft within the boundary of the airport or airfield).

15. Any liability, injury, loss, damage or consequential loss occasioned by the carriage of any dangerous substance or goods listed in the Approved List of Dangerous Substances published by the Health and Safety Executive which require carriage in accordance with the Road Traffic (Carriage of Dangerous Substances in Packages etc.) Regulations 1992.

16. Any other relevant subsequent or similar legislation.

17. Any liability caused by the **Insured's** fraudulent or criminal activity or that of an employee or members of the **Insured's** family.

18. Any liability from the supply, transportation or the selling of food or drink.

19. Any liability arising from the transportation, removal, storage, sale or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequent of a loss.

20. Injury, loss, damage to employees or anyone contracted to work for the **Insured** on a self-employed basis.

GENERAL EXCLUSIONS
(Applicable to all Sections)

The **Company** shall not be liable in respect of:

1. Any accident, injury, loss, damage or liability occurring whilst any **Insured Vehicle** is being:
   a) Used otherwise than in accordance with the "Limitations as to Use" specified in the **Certificate of Insurance;**
   b) Driven by or is in the charge of for the purpose of being driven by any person who is not named on the **Certificate of Insurance** bearing the Document Number, and issued to the **Insured** by the **Company** or is being used otherwise than within the "Limitations as to Use" specified in the **Certificate of Insurance** which is incorporated herein;
   c) Used for any Competition, Rally or Trial; including the nurburgring;
   d) Driven by any person who does not hold a **Licence** to drive such motor vehicle unless such person has held and is not disqualified from holding or obtaining such a **Licence**;
   e) Driven by or in charge of for the purpose of being driven by any person under 25 or over 75 years of age.
2. Any accident, loss, damage or liability:
   a) For damage to property caused by sparks or ashes from the **Insured Vehicle** or from any trailer or plant attached to or detached from such vehicle;
   b) To the **Insured Vehicle** arising out of or in connection with the obtaining of the **Insured Vehicle** by deception or attempt thereat, fraud or trickery.
3. Any legal liability which attaches by virtue of any agreement or contract but which would not have attached in the absence of such agreement or contract.
4. a) Loss of, destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising from or any consequential loss, OR
   b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by, or arising from:
      i) Ionising, radiation 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 explosive nuclear assembly or nuclear component thereof.
5. Any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), act of **Terrorism**, civil war, rebellion, revolution, insurrection or military or usurped power except as so far as is necessary to meet the requirements of the Road Traffic Act.
6. Any accident, injury, loss or damage (except under Section 1) arising during (unless it be proved by the **Insured** that at the accident, injury, loss or damage was not occasioned thereby) or in consequence of:-
   a) Earthquake or;
   b) Riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands.
7. Any accident, injury, loss, damage and/or liability (whether within the Road Traffic Act or not) caused, sustained or incurred whilst any **Insured Vehicle**, with which Insurance and/or indemnity is granted hereunder is being used for the carriage of good of a hazardous or explosive nature, or for the conveyance of a load in excess of the maximum set against the **Insured Vehicle**.
8. Any injury, loss or damage caused directly or indirectly by pollution or contamination unless the pollution or contamination is directly caused by one incident at a specific time and place during the **Period of Insurance** and is sudden, identifiable, unintended and unexpected. The pollution caused by one incident will be considered to have occurred at the time the incident took place.
9. Any accident, injury, loss, damage and/or liability of whatsoever nature whilst the **Insured Vehicle** is in or on that part of an Aerodrome, Airport, Airfield or Military Base provided for:
   a) the take off or landing of aircraft and for the movement of aircraft on the surface;
   b) aircraft parking across aprons including the associated service road, refuelling areas and ground equipment parking areas.
10. Bodily injury or loss of or damage to property caused by or through or in connection with anything sold, transported or supplied by or on behalf of the **Insured** other than such injury or damage occurring due to an accident to the conveying vehicle or due to accidental spillage of goods from the **Insured Vehicle** or shifting of the load on the **Insured Vehicle.**

11. Any accident, loss, damage, injury or liability caused, sustained or incurred in respect of:
    a) The fixture of any faulty part or accessory or by defective workmanship or by work being undertaken on the **Insured Vehicle** by the **Insured** or by any person acting on their behalf;
    b) Any motor vehicle owned, hired, loaned by or subject of a hire purchase agreement with the **Insured's** Employee and having the statutory registration in their name.
12. Any accident, loss, damage, injury or liability in respect of any motorised or towed caravan for:
    a) Any fire or explosion arising from the use of heating or cooking equipment;
    b) Any claim under Section 2 (Loss or Damage) to any contents or permanent fixtures and fittings.
13. Any accident occurring whilst the **Insured Vehicle** is being driven or used in an unroadworthy or unsafe condition or while it is carrying passengers or goods of such a number or such a weight or size or in such a way as is likely to impair the safe driving or control of the **Insured Vehicle**, or is likely to cause damage to any person or property whether in or on the **Insured Vehicle** or not.
14. Any loss or damage which at the time of the occurrence of such loss or damage is insured by or would be, but for the existence of this Insurance, insured by any other existing Insurance except in respect of any excess beyond the amount which would have been payable under such other Insurance had this Insurance not been affected. Provided always that nothing in this Exclusion shall impose on the **Company** any liability from which they would have been relieved under Exclusion (b)(ii) to Section 1.
15. Any fine, penalty or punitive or exemplary damages.
16. The Insurance shall be inoperative whilst the **Insured Vehicle** is being driven by or in the custody or control of any Agency Driver.
17. The **Company** shall not be liable under this Insurance for any loss, damage or liability while the **Insured Vehicle** is being driven by, or is in the charge of the person(s) named in Section 5 of the **Certificate of Insurance** if they are or have been convicted of a drink/drugs offence, or it is proven to the satisfaction of the **Company** that they were under the influence of drink/drugs at the material time.
18. Cover for driving other cars is not provided under this Motor Policy.
19. The **Company** shall not be liable under this insurance for any loss or damage when the **Insured Vehicle** and or any driver does not hold the appropriate valid licence to operate the **Insured Vehicle** for Public or Private Hire use.

CLAIMS CONDITIONS
(Applicable to all Sections)

1. The **Insured** or their legal personal representatives shall give notice in writing to the **Company** as soon as possible after the occurrence of any accident, injury, loss or damage with full particulars thereof. Every letter, claim, writ, summons and process shall be notified and forwarded to the **Company** immediately on receipt. Notices shall also be given in writing to the **Company** immediately the **Insured** or his legal personal representatives shall have knowledge of any impending prosecution, inquest or fatal inquiry in connection with any accident for which there may be liability under this Insurance.
2. No admission of liability, offer, promise, payment or indemnity shall be made or given by or on behalf of the **Insured** or any person claiming to be indemnified without the written consent of the **Company** who shall be entitled if they so desire to take over and conduct in the name of the **Insured** or such person the defence or settlement of any claim or to prosecute in the name of the **Insured** or such person for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the **Insured** and such person shall give all such information and assistance as the **Company** may require.
3. Provided it is permitted by relevant legislation the **Company** may at any time pay to the **Insured** the amount of the Limit of Indemnity (less any sum already paid during the **Period of Insurance** less also any Policy Excess applying or any lesser amount for which in the **Company's** opinion any claim or claims can be settled) and shall then cease to have the conduct and control of the claim or proceedings and shall be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment for which the **Company** is liable hereunder. The **Company** shall not be responsible for any loss which the **Insured** may claim to have sustained by reason of the **Company** having so acted.

4. A fully completed report form and driving entitlement consent form (D796) must be returned to the **Company** upon request. Failure to do so may result in the cancellation of the policy. Any increased compensation and/or costs incurred due to failure and/or late notification of any incident may result in reimbursement of those costs from you.

GENERAL CONDITIONS
(Applicable to all Sections)

1. a) The **Company** or the **Company's** duly authorised agent may cancel this Insurance by giving not less than seven days notice from the date of the despatch of a letter to the **Insured** at the last known address. The **Company** will refund a proportionate amount based on short period rates as shown below of the premium for the unexpired **Period of Insurance.** When such cancellation follows the failure of the **Insured** to pay the full premium the amount returned to the **Insured** will be after deduction of premium at the **Company's** Short Period Rates for the time the Insurance has been in force.
   OR
   b) The **Insured** or the **Insured's** duly authorised agent may cancel this Insurance on the date the request is received. Provided that there has not been a loss or accident likely to give rise to a claim during the **Period of Insurance,** the **Insured** shall be entitled to a return of premium at the **Company's** Short Period Rates as shown below for the time the Insurance has been in force.

Period not exceeding:	1 month	2 months	3 months	4 months
Amount payable:	25%	37.5%	50%	62.5%
Period exceeding:	6 months	8 months	over 8 months	
Amount payable:	75%	87.5%	FULL PREMIUM	

Cancellation will be effective from the date the request is received by us or our duly authorised agent.

NOTE - no return of premium will be allowed if there has been a loss or Accident likely to give rise to a claim where costs have been or will be incurred.

2. The **Insured** shall take all reasonable steps to safeguard the **Insured Vehicle** from accident, damage or loss and to maintain and keep it in a proper state of repair and condition (and where required by law must have a current M.O.T Certificate). When the **Insured Vehicle** is left unattended or unoccupied it shall be locked with all windows closed and all keys removed.
3. The **Insured Vehicle** shall be available at all reasonable times for inspection by the **Company** or their duly authorised agents.
4. If any difference shall arise as to the amount to be paid under this Insurance (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf or the time being in force. Where any difference is by this condition to be referred to arbitration the making of an Award shall be a condition precedent to any right of action against the **Company.**
5. The due observance and fulfilment of the terms, provisions, conditions and **Endorsements** of this Insurance in so far as they relate to anything to be done or complied with by the **Insured** and the truth of the statements and answers in the said **Statement of Fact** shall be conditions precedent to any liability of the **Company** to make any payment under this Insurance.
6. If the **Insured** or anyone acting on their behalf makes any claim, statement or otherwise which is false or fraudulent, as regards amount or otherwise, or produce any documentation which is false or proven to be stolen, this Insurance shall become void and all claims hereunder shall be forfeited.
7. This Insurance is a contract personal to the **Insured,** and is not assignable in any case whatsoever, and no person save the **Insured,** or in the case of his death his Legal Personal Representative, shall have any right against the **Company** either as Assignee or Transferee or any right of indemnity, or of any right to receive monies payable hereunder whether admitted or not, in any other case whatsoever save as appears by **Endorsement**.

8. The **Insured** shall notify the **Company** immediately of any material change or alteration to this Insurance, including changes of address, nature of vehicles to be covered (as stated on the **Statement of Fact**), occupation, use, drivers, main user, motoring and non motoring convictions, disabilities, or any disease or physical infirmity which could impair the persons ability to drive. Failure to do so may result in this Insurance being void and all claims forfeited.
9. The parties to the contract are free to choose the law which will apply and unless specifically agreed to the contrary this Policy will be subject to English Law (or Scottish Law if that is where your home is).
10. Any reference to Acts of Parliament within this Policy shall be deemed to include any Act amending or replacing the same and shall also include equivalent legislation in Scotland, Northern Ireland, the Isle of Man, the Channel Islands and in any other country to which this Insurance applies.
11. This Policy shall only cover damages adjudged against a person insured hereunder and claimants costs and expenses recoverable from such person subject to the original action or suit for such damages being brought in and finally adjudicated in any country which is a member of the European Community or any other country in respect of which the Commission of the European Community is satisfied that arrangements have been made to meet the requirements of the European Community Directive on Insurance of civil liabilities arising from the use of motor vehicles.
12. If the **Company** or their duly authorised agent have accepted the proposal of annual Insurance by payment in instalments and in the event that payment is not made on time, the **Insured** must immediately pay all the remaining instalments. If the **Insured** fails to comply with the terms of the Direct Debit Mandate, the **Company** or their duly authorised agent will cancel the Insurance within 7 days of writing to the **Insured.**

    In the event of a claim arising and the Insurance being cancelled the **Company** have the right to recover all outstanding premium due to the **Company** and have the right to deduct the outstanding premium from any claim in which they are indemnifying the **Insured.**

    In the event of a change in the Insurance resulting in a lower premium, the **Company** will adjust the remaining instalments, or the **Company** may make any refund through the **Insured's** Insurance Advisor. If a change results in a higher premium, the **Company** will usually adjust the remaining instalments but reserve the rights to request immediate payment.
13. The parties to this contract are **Insured** and the **Company**. Nothing in this contract shall create any rights to third parties under the Contracts (Rights of Third Parties) Act 1999 and no variation to this contract, nor any supplemental or ancillary agreement shall create such rights unless expressly so stated. This does not affect any right or remedy of a third party which exists or is available apart from this Act.
14. The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscribing insurer who for any reason does not satisfy all or part of its obligations
15. The **Insured** or any driver under this Insurance must hold the appropriate valid licence to operate the **Insured Vehicle** for Public or Private Hire use.
16. In the event of any claim under this policy all remaining monthly premiums due to the **Company** or their appointed agent or any third party finance company for the **Period of Insurance** contract will immediately become due. We reserve the right to deduct this amount from the claims settlement.
17. The **Insured** shall notify the **Company** immediately of any driver who will drive under this Insurance that has any motoring or non-motoring/criminal convictions, previous claims or losses giving rise to a claim or any medical condition that should be notified to the DVLA in line with their regulations.

IMPORTANT NOTICE TO THE INSURED
DATA PROTECTION NOTICE

This document contains important information relating to the details you have given us. **This notice should also be shown to anyone else that is insured under this policy.** This Section draws to your attention the systems we have in place which allow us to detect and prevent fraudulent claims.

FRAUD PREVENTION AND DETECTION

In order to prevent and detect fraud we draw to your attention, in accordance with Data Protection Legislation, the fact that we may at any time record and monitor telephone calls for the purpose of detecting fraud & deception. We may also pass your details through any number of data sharing/fraud prevention Agencies such as Hunter and CIFAS.
Your Insurance cover details will be added to the Motor Insurance Database, run by the Motor Insurers' Information Centre, the Claims and Underwriting Exchange Register, run by the Insurance Database Services Ltd and the Motor Insurance Anti Fraud and Theft Register, run by the Association of British Insurers. It is a condition of your policy that you must tell us about any incident (such as accident or theft) whether or not it gives rise to a claim as soon as possible. We will pass information relating to it on to these Agencies. **If you or anyone acting on your behalf give us false or inaccurate information and we suspect fraud, all benefits under this policy will be void.** The matter will be recorded with the above Agencies and pursued in accordance with the law.

We may share information about you with our associated and subsidiary Companies. Other organisations may also use and search these records in their effort to combat fraud and undertake credit searches.

The **Company** wish to make it clear that the vast majority of honest Policyholders suffer as a result of a few. Our aim is to provide the best possible service to the genuine customer. Through the use of these systems and certain interview techniques, we are able to address fraud in such a manner that enables us to keep premiums competitive.

AUTHORITY

In order that this contract may be issued as evidence of the policy of insurance, the Insurers mentioned in your Certificate of Motor Insurance have entered into an agreement. This agreement empowers Tradewise Insurance Company limited to issue this document.

ALTERATIONS TO YOUR INSURANCE

1) ALL AMENDMENTS MUST BE NOTIFIED IMMEDIATELY

2) OTHER ALTERATIONS

Changes of driver(s), change of address, change of occupation, change of vehicle must be notified.

3) COMMON LAW DUTY

You have a common law duty to advise the **Company** of any change of situation not declared to the **Company** at the time of completion of the **Statement of Fact**, i.e. fixed penalty offences, motoring and/or criminal convictions (other than those spent under the Rehabilitation of Offenders Act 1974), accident or loss history and any medical conditions that should be notified to DVLA in line with their regulations, as failure to declare such information may affect the validity of your policy.

4) WARNING

If you are in any doubt about particular fact(s) being material to this Insurance you should disclose it/them. Failure to disclose all material information may result in this Insurance being void from inception, leaving you without Insurance cover.

You are advised to keep a record of all information supplied for the purpose of entering into this Insurance Contract. A copy of this **Statement of Fact** may be obtained from the **Company** within 3 months of completion upon request.

IMPORTANT INFORMATION

MOTOR CLAIMS – IMPORTANT POLICYHOLDER ADVICE

IF YOU ARE INVOLVED IN AN INCIDENT THAT MIGHT LEAD TO A CLAIM IT IS IMPERATIVE TO REMEMBER THE FOLLOWING:

- Always exchange details with the other Drivers, including names, addresses, registration numbers and Insurer names and policy numbers
- Obtain Witness details, including those of Passengers in any vehicle involved
- If you have a camera available, and it is safe to do so, take photos of the vehicle positions before they are moved and the vehicle damage, as they may assist with establishing liability
- Do not discuss whose fault the accident was or accept any responsibility
- If anybody is injured or you do not exchange details at the scene then report the matter to the police within 24 hours
- Do not answer directly any correspondence received from any representatives of the other parties involved. Ensure it is submitted to Tradewise without delay
- All Vehicle Thefts must be reported to the Police and a Crime Reference obtained
- All incidents, no matter how minor they may seem should be reported

CALL THE TRADEWISE 24 HOUR NEW CLAIMS LINE TO REPORT ANY INCIDENT: 0800 2055 513

You will need to provide the following information:

- Policy Number
- Personal details of Policyholder and Driver
- Details of any other Parties or Vehicles involved
- Names and Addresses for any Witnesses
- Full details of what happened

A team of experienced handlers will be on hand to record the information and provide appropriate professional advice to progress your claim as swiftly as possible with minimum inconvenience to all involved.

Remember that it is a condition of your policy to provide all information and assistance we may require during the course of our investigations. Failure to do so may result in unnecessary delays and expense being incurred or your claim not being paid.

UNINSURED LOSS RECOVERY (ULR)

All the **Company** policies include an Uninsured Loss Recovery service as standard. Kingsway Claims Assistance administers this service on our behalf.

COMPLAINTS PROCEDURE

If you wish to make a complaint you can write to the

Head of Compliance
Tradewise Insurance Services Limited
300 Southbury Road
Enfield
Middlesex
EN1 1TS

Should you remain dissatisfied, you may refer your complaint to the

Head of Compliance
Tradewise Insurance Company Limited
Suite 943
Europort
Gibraltar
GX99 1AA

If you still remain dissatisfied, you may refer your complaint to the

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

www.financial-ombudsman.org.uk

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

All correspondence relating to this contract should be addressed to:

Tradewise Insurance Services Limited
300 Southbury Road
Enfield
Middlesex EN1 1TS

Tel: 0344 620 1234 (Claims Department)

020 8350 4020 (All other Departments)