

# TW*i*

## *Tradewise*



### **MOTOR TRADE ROAD RISKS INSURANCE POLICY**

Keeping your business motoring

**plan**<sup>®</sup>  
insurance brokers

## YOUR INSURANCE

This is a commercial policy, subject to the provisions of the Insurance Act 2015 and is a legally binding contract of insurance between you (the **Insured**) and us (the **Company**). The **Statement of Fact** records the information you or your **Senior Management** have given to us.

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 given to us being correct, complete and representing a fair presentation of the risk, if it was not, you must tell us immediately, otherwise this insurance may be subject to an increase in premium, change in terms and conditions, your claim not being fully paid or may be void and of no effect.

You must also tell us about any future changes which affect the fair presentation of the risk. If you do not, then this insurance may be subject to an increase in premium, change in terms and conditions, your claim not being fully paid or may be void and of no effect.

## DEFINITIONS

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

1. **Certificate of Insurance** shall mean the document showing that the Policy meets the legal requirements for insuring motor vehicles (under the Road Traffic Act).
2. **Company** Tradewise Insurance Company Limited and authorised Co-Insurers, details of which are available on application.
3. **Endorsement** shall mean an amendment to the terms of this Insurance.
4. **Insured** shall mean the person(s) as shown on the **Schedule** of Insurance.
5. **Insured Vehicle** shall mean any motor vehicle (including its standard accessories but excluding keys/remote devices and audio/visual equipment) the property of the **Insured** or in their custody or control for Motor Trade purposes but excluding:
  - i. Any vehicle registered in the **Insured's** name or his/her spouse and specifically insured elsewhere.
  - ii. Any vehicle transporter which has a carrying capacity in excess of two vehicles inclusive of trailers.
  - iii. Any motorcycle, motor tricycle (trike), quad-bike or moped.
  - iv. Any vehicle with a seating capacity in excess of eight persons including the driver.
  - v. Any steam driven vehicle.
  - vi. Any commercial vehicle with a gross vehicle weight in excess of 7.5 tons unless specified in the **Schedule** of Insurance; 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.
6. **Licence** shall mean a full UK or European Union driving licence held for a minimum of 12 months with entitlement to drive meeting the relevant categories of the **Insured Vehicle**. The **Licence** shall remain continuous throughout the duration of the policy.
7. **Period of Insurance** shall mean the period specified in the **Schedule**.
8. **Statement of Fact** shall mean:
  - i. The record of information supplied by the **Insured**, or their **Senior Management** and given to the **Company**.
  - ii. The proposal form completed by the **Insured** or their **Senior Management** and signed by the **Insured**.
9. **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.
10. **Motor/Commercial Trade Premises** shall mean any address or location where you, your partner, director, employee or other motor trader permanently and/or temporarily conducts business from including any location where vehicles are worked on other than the **Home/Permanent Residence** address of the **Insured**, partner or director.
11. **Motor Trade/Trader** shall mean an **Insured** who is operating an active business within the motor trade industry for the purpose of making a profit and should remain active for the duration of the policy.
12. **Terrorism** shall mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.

13. **Home/Permanent Residence** shall mean the address shown on the **Statement of Fact** and **Schedule** as being the permanent residence of the **Insured** and the place where the **Insured Vehicle** is kept.
14. **Senior Management** shall mean those individuals who play a significant role in the making of decisions about how the **Insured's** activities are to be managed or organised, including but not limited to their insurance requirements and arrangements.
15. **Accident** shall mean any unforeseen event or one without apparent cause. Anything that occurs unintentionally or by chance.

## **MOTOR TRADE ROAD RISKS 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. The **Statement of Fact** and declaration by which the **Insured** has applied to the **Company** for this Insurance shall be incorporated into and form part of this contract.
2. The **Insured** will pay the Premium on demand.
3. The **Company** will provide Insurance subject to the terms of this Policy while an **Insured Vehicle** is:
  - a) Being used on any road or temporarily garaged or parked during the course of a journey in or on any premises not owned by or in the occupation of the **Insured** or any partner, director, employee or person named or described in the **Schedule**;
  - b) Garaged or parked at the **Permanent Residence** of the **Insured** as described in the **Schedule** and/or the **Statement of Fact**;
  - c) Garaged or parked at the permanent place of work/employment of the **Insured** as described in the **Schedule** and/or **Statement of Fact**.

In respect of **Accident**, injury, loss or damage occurring in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands (or in the course of transit or any process of loading and unloading) during the **Period of Insurance**.

4. 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** and other persons insured under this Policy.
  - b) The statements and answers given in the **Statement of Fact** and following a reasonable search of information are to the best of the **Insured's** and/or **Senior Managements** knowledge, correct, complete, representing a fair presentation of the risk to be insured.
  - c) The continuing need for full disclosure of any information which may alter or affect **Insured's** fair representation of the risk to be insured.

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
<b>Comprehensive</b>	All sections
<b>T.P.F.&amp; T</b>	1,2(2)&(3),3,4,5,6&7
<b>T.P.O.</b>	1,3,4,5,6&7

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** may at their option arrange for and 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 subject of indemnity under this Section.

Subject to the Underwriters reserving the right at any time to relieve themselves of any further liability under this clause on payment to the Policyholder of the expenses incurred to that date.

Provided that the person claiming indemnity has complied with the terms and conditions of the policy

#### 2. Indemnity to other persons

The **Company** will under the terms of Sub Section (1) indemnify:

- a) Any person driving the **Insured Vehicle** as shown on the **Certificate of Insurance**;
- b) 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:

1. 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**;
2. Under Sub Section 2 or 3 to indemnify any person:
  - a) Unless they observe, fulfil and be subject to the terms, exclusions and conditions of this Insurance in so far as they can apply;
  - b) If they are entitled to indemnity under any other Insurance;
  - c) In the event of any claim which, if made against the **Insured**, would not have been the subject of indemnity under this Insurance;
3. 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);
4. 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**;
5. In respect of damage to any **Insured Vehicle** in connection with which indemnity is provided by this Insurance;
6. In respect of damage to any bridge, weighbridge, viaduct, road or other surface over which the **Insured Vehicle** is driven, or anything beneath such surface caused by the weight or vibration of the **Insured Vehicle** or its load;
7. In respect of liability incurred by the **Insured** arising out of the operation as a tool of trade of such motor vehicle or of plant forming part thereof or attached thereto;
8. 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;
9. Loss, damage or liability caused by pollution or contamination arising out of the seepage of the load from the **Insured Vehicle**;
10. 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. **Accidental 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 Trade Market Value of any vehicle owned by the **Insured** or Partner, or the market value of any other **Insured Vehicle** at the time of loss but in no event shall the **Company** be liable for a sum greater than the value advised to the **Company** or the limit of indemnity as endorsed on the **Schedule** of Insurance.

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 his 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 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.

The **Company** may at their own option decide to fit replacement parts which have not been made by the **Insured Vehicles** manufacturer but which are of a similar standard.

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 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.

If the **Insured Vehicle** has a cherished or personal number plate that is to be retained, the **Insured** must notify the **Company** immediately and follow the procedure laid down by the Driver and Vehicle Licensing Agency (DVLA). This will include completion of the DVLA retention and transfer application forms. The **Insured** will be responsible for the appropriate fee. The **Insured** must notify the **Company** immediately of their intention to retain the cherished number plate. The **Company** will proceed with the disposal of the **Insured Vehicle** salvage including the vehicle number plate.

## EXCLUSIONS TO SECTION 2

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

1. Loss of use, consequential loss, depreciation, diminution of value following repairs, wear and tear, mechanical, electrical, electronic and computer breakdowns, failures or breakage.
2. Any part of the cost or repair which improves the **Insured Vehicle** beyond its condition before the loss or damage occurred.
3. 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.
4. Damage to tyres by application of brakes or by road punctures, cuts or bursts.
5. Loss or damage caused by an inappropriate type or grade of fuel being used in/on an **Insured Vehicle**.
6. Loss, destruction or damage directly occasioned by pressure waves by aircraft and other aerial devices travelling at sonic or supersonic speeds.
7. Any loss of or damage to stereos or any other sound reproduction equipment, mobile telephones, citizens band radio and any other personal effects.
8. Any loss destruction of or damage to tools.
9. Any loss of or damage to keys or remote devices belonging to any **Insured Vehicle** or for the replacement of locks following the loss or damage of keys or remote devices.
10. Any loss suffered by the **Insured** due to any person obtaining any property by deception, fraud or trickery.
11. 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.
12. 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 his behalf.
13. 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.
14. Loss or damage occasioned by theft or attempted theft or any malicious act expedited by or in any way brought about by the **Insured**, any employee, partner, director, house guest or any member of their families including those in law.
15. Loss or damage of any **Insured Vehicle** by deception by a purported purchaser or agent.
16. Loss or damage to any **Insured Vehicle** resulting from theft or attempted theft by a prospective purchaser or agent.
17. Loss or damage to any **Insured Vehicle** whilst in the process of being repossessed by the **Insured**.



18. 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**.
19. Loss or damage to any trailer and for goods carried on or within any trailer.
20. Loss or damage by fire, theft or accidental damage to any **Insured Vehicle** that is of American/Canadian manufacture, kit built, customised, modified or supercharged, any Ford Cosworth model. Any **Insured Vehicle** over 25 years old from date of manufacture or any Q-plated vehicle.

21. The first £250 of any loss when the **Insured Vehicle** is a convertible or soft top model.

This excess amount operates in addition to any other Excess Clause or Exclusion which may be applied.

22. The first £500 of any loss when the **Insured Vehicle** is a foreign import.

This excess amount operates in addition to any other Excess Clause or Exclusion, which may be applied.

23. An amount (as specified below) when the **Insured Vehicle** is being driven by or in the charge of any person to whom indemnity is afforded where such person:
  - a) Is aged 21-24 years inclusive - the amount of £250.
  - b) Is 25 years of age or over but is the holder of a Provisional **Licence** or has less than 12 months driving experience since obtaining a permanent **Licence** in the United Kingdom - the amount of £250.

These excess amounts operate in addition to any other Excess Clause or Exclusion, which may be applied.

24. An amount (as specified below) when the **Insured Vehicle** is:
  - a) A recovery vehicle (or any **Insured Vehicle** being used as a recovery/vehicle transporter) with a gross vehicle weight not exceeding 3.5 tons the amount of £500.00.
  - b) A recovery vehicle (or any **Insured Vehicle** being used as a recovery/vehicle transporter) with a gross vehicle weight not exceeding 7.5 tons, the amount of £750.00.

This excess amount operates in addition to any other Excess Clause or Exclusion which may be applied.

### SECTION 3 - TOWING DISABLED VEHICLES

This Insurance shall be operative whilst the **Insured Vehicle** is being used for the purpose of towing any one disabled mechanically propelled vehicle and the **Company** will indemnify the **Insured** under the terms of Section 1 of this Insurance in respect of liability in connection with the towed vehicle. Provided always that;

- a) The **Company** shall not be liable in respect of damage to the towed vehicle or property being conveyed by such vehicle.

### SECTION 4 - NO CLAIM BONUS

In the event of no claim being made or arising under this Policy the **Company** will allow a discount from the renewal premium calculated in accordance with the **Company's** published scale for motor trade policies. In the event of a claim the discount will be reduced in accordance with the **Company's** published scale for motor trade policies.

In the event of an **Insured Vehicle** being hit by an uninsured driver (this does not include untraced drivers), once the **Company** have confirmed that the **Accident** was the fault of the uninsured driver, the No Claims Bonus will be restored and any excess paid reimbursed on Comprehensive cover only.

## SECTION 5 - 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 21 years of age or over 65 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 6 - 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 4 - No Claim Bonus.

## SECTION 7 - 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 the **Insured Vehicle** with the **Insured's** permission at the time of the **Accident** is detained or of the **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.

## 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.

## 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 any person who is not named on the **Certificate of Insurance** under Section 5 Persons Entitled to Drive.
  - c) Used for Hire or Reward or is drawing any trailer except as provided in Section 3 hereof or otherwise endorsed hereon.
  - 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**.
2. Any **Accident**, loss, damage or liability:
  - a) Arising out of the explosion of the boiler of any **Insured Vehicle** as described herein other than death or bodily injury caused by or arising out of the use of such vehicle on a road in Great Britain within the meaning of the Road Traffic Act.
  - b) 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.
  - c) To the **Insured Vehicle** arising out of or in connection with the obtaining of the **Insured Vehicle** by deception or attempted 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. Loss of, destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising from or any consequential loss.
5. Any legal 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.
6. 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.
7. 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.

8. 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:-
  - a) Public Hire, or for the carriage of passengers for Hire or Reward.
  - b) Private Hire, or for the carriage of passengers for Hire or Reward.
  - c) Carriage of goods of a hazardous or explosive nature, or for the conveyance of a load in excess of the maximum set against such vehicle in the **Schedule** contained in the **Statement of Fact** or thereafter as declared to and accepted by the **Company**.
9. 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.
10. 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.
11. 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**.
12. Any **Accident**, loss, damage, injury or liability caused, sustained or incurred in respect of:
  - a) Any **Insured Vehicle** which is parked, kept on, adjacent to or within a radius of 400 metres to any **Motor Trade Premises** other than the **Insured's** or Partner's **Home/Permanent Residence**.
  - b) Any **Insured Vehicle** that is parked kept on or adjacent to any private residence of an Employee as stated in Section 5 of the **Certificate of insurance** unless specifically agreed and accepted by the **Company**.
  - c) Any motor vehicle owned, hired, loaned by or subject of a hire purchase agreement with the **Insured's** Employee and/or having the statutory registration in their name.
  - d) 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.
13. 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.
14. Any claim under Section 1 of this Insurance, arising out of the carriage, preparation, sale or supply of any foods or drinks from the **Insured Vehicle** or to any loss of or damage to food and drink arising out of the defect of any equipment used in connection with the carriage of food or drink.
15. Any **Accident**, damage or loss 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.

16. 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 2. b) to Section 1.

17. Any fine, penalty or punitive or exemplary damages.

18. 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.

19. Any hire vehicle in the custody, control or possession of any **Insured** person and includes any vehicle that the **Insured** has hired, any vehicle provided to the **Insured** for the period of repair by any Third Party Insurer, Accident Management Company, or other such organisation unless specifically agreed by the **Company**.

20. The **Company** shall not be liable under this Insurance whilst any non United Kingdom registered vehicle is in the custody or control of the **Insured** or permitted driver, once the vehicle has been in the United Kingdom for a period exceeding 28 days.

21. The **Company** shall not be liable under this Insurance whilst any **Insured Vehicle** is being used or taking part in rallying, racing, pacemaking, use in any contest, reliability or speed trial or whilst within the confines of any racetrack, circuit or rally event, Nurburgring.

22. Any liability whatsoever arising out of the deliberate use of the **Insured Vehicle** (including road rage incidents) caused by you and any person insured to drive as per Section 5 of the **Certificate of Insurance**:

- a) To cause damage to other vehicles or property and/or
- b) To cause injury to any person and/or to put any persons in fear of injury.

## **CLAIMS CONDITIONS** (Applicable to all Sections)

1. 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.

2. Full details of any incident which may result in a claim under this Insurance shall be reported to the Claims Department as soon as reasonably possible on **0800 205 5513**.

3. Every claim form, writ, summons, legal process or other communication in connection with any such incident shall be forwarded to the **Company** immediately upon receipt;

4. A fully completed report form and driving entitlement consent form (D796) or share code must be returned to the **Company** upon request. Failure to do so may result in the cancellation of the policy.

5. The **Company** shall be given all information and assistance they may require in connection with any such incident or claim in respect thereof;
6. The **Company** shall be advised immediately of the time and place of any impending prosecution or inquest or fatal inquiry;
7. No admission of liability or offer or promise of payment shall be made without the **Company's** written consent;
8. The Police shall be notified as soon as reasonably possible of loss or damage caused by theft or attempted theft or criminal damage;
9. In the event of damage to the **Insured Vehicle(s)** which are covered by this Insurance, the **Company** or their appointed representative shall be contacted immediately and their prior approval obtained in respect of any repairs to be undertaken;
10. In the event of a claim being settled on a total loss basis;
  - a) The **Company** will require the current Ministry of Transport Test Certificate, Vehicle Registration Document and all ignition keys of the **Insured Vehicle**, the **Certificate of Motor Insurance** and any other documents required by them.
  - b) The remains of the **Insured Vehicle** will become the property of **Company** for disposal in accordance with the Motor Conference Code of Practice or any other regulation or legislation applying at the time of such damage.
11. The **Company** shall be permitted to take over and deal with the defence or settlement of any claim in respect of any liability covered by this Insurance in the name of the person against whom the claim is brought;
12. The **Company** shall be permitted to take proceedings at their own cost to recover the amount of any payment made under this Insurance in the name of the Policyholder or other **Insured** person to whom payment has been made and shall be given their full co-operation in relation thereto.
13. The **Company** reserves the right to seek reimbursement from the **Insured** for any increased compensation and/or costs incurred due to failure to complete paperwork and/or late notification of any incident.
14. The **Insured** shall reimburse the **Company** in respect of any amount not exceeding the aforementioned sum for which the **Company** make payment in respect of any claim which may be the subject of indemnity under the Insurance even though such payment may have been expressed to be made ex-gratia or without prejudice.  
The expression 'claim' shall mean a claim or series of claims arising out of one event
15. The **Insured** must supply the following documentary evidence of their involvement within the motor trade:-
  - a) Copies of purchase receipts and sale invoices for any vehicle bought or sold or copies of purchase receipts or sale invoices for any parts etc.
  - b) Copies of any advertisements for the motor trade business
  - c) A copy of the company accounts
  - d) Copy of the company letterhead (if available)
  - e) Copy of the stock book

## GENERAL CONDITIONS (Applicable to all Sections)

1. 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.

No return of premium will be allowed where the Policy is cancelled/voided by the **Company** following the payment or potential payment of a claim under this Insurance. In the event of the driver being deleted from the policy there will be no return of premium.

2. 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%	40%	55%	75%

Period exceeding:	4 months
Amount payable:	FULL PREMIUM

3. This policy contains a cooling off period and the **Insured** may cancel this Insurance within 14 days of:
  - a) The inception or renewal date
  - b) The date from which you received the contractual terms and conditions.

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

Provided there has been no loss or incident likely to give rise to a claim you will be entitled to a pro rata return of premium subject to a minimum charge of £50.00 plus Insurance Premium Tax.

4. The **Company** will deduct any outstanding premium from claims payments made to the **Insured**.
5. 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. Where required by law the **Insured Vehicle** must have a valid and current MOT certificate
6. The **Insured Vehicle** shall be available at all reasonable times for inspection by the **Company** or their duly authorised agents.
7. The **Insured** shall be responsible for the removal of ignition keys from in or on the vehicle and to ensure all doors, windows and other openings have been closed and locked.
8. 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**.
9. 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.

10. If the **Insured**, their **Senior Management** 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 and premium retained.
11. 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**.
12. 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.
13. 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/Permanent Residence** is).
14. 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.
15. 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.
16. If the **Company** 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** will cancel the Insurance within 7 days of writing to the **Insured**.
17. 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**.
18. 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.
19. The **Company** may at anytime request the following documentary evidence of active trading:-
  - a) Copies of purchase receipts and sale invoices for any vehicle bought or sold or copies of purchase receipts or sale invoices for any parts etc.
  - b) Copies of any advertisements for the motor trade business.
  - c) A copy of the company accounts.
  - d) Copy of the company letterhead (if available).
  - e) Copy of the stock book.

Failure to supply sufficient evidence may result in this insurance being cancelled or void and indemnity on all claims declined.



20. The parties to this contract are you 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.
21. 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.

## IMPORTANT NOTICE TO THE INSURED

### DATA PROTECTION NOTICE

This document contains important information relating to the information given to the **Company**. **This notice also applies to anyone else that is insured under this policy and should also be shown to them.** This section draws to your attention how the **Company** use your information, who it might be shared with and also the systems in place which allow fraud to be detected and prevented.

#### DATA COLLECTION, SHARING, STORAGE AND FRAUD PREVENTION / DETECTION

Any Data collected (personal and / or sensitive personal) first and foremost is used for the purposes of administering and underwriting your insurance policy.

The **Company** will ensure that this Data will:

- a) Be held securely.
- b) Not transferred outside of the European Union or European Economic Area.
- c) Never passed on for marketing or sales purposes.

In accordance with Data Protection Legislation, attention is drawn to the fact that at any time telephone calls may be recorded and monitored for the purpose of detecting fraud and deception or training and monitoring purposes.

Your details may also be supplied to a number of data sharing/ fraud prevention Agencies such as Hunter and CIFAS. In addition the **Company** may for audit / claim purposes make additional searches via third party agencies. Other organisations may also use and search these records in their efforts to combat fraud and undertake credit searches.

Claims information will be added to the Claims and Underwriting Exchange Register, run by the Insurance Database Services Ltd and / or the Motor Insurance Anti Fraud and Theft Register run by the Association of British Insurers.

It is a condition of this policy that you immediately tell the **Company** about any incident (such as an **Accident** or a theft) regardless of blame and whether or not is likely to give rise to a claim. Information relating to it will be passed onto the appropriate Agencies.

For claims and / or anti-fraud purposes the **Company** may also share certain (including sensitive personal) information about you, with:

- a) Associated Companies.
- b) Subsidiary Companies.
- c) Trading partners.
- d) Third parties and their representatives.

This information may be shared and used for the above purposes even after your policy has lapsed, cancelled or been voided.

You have a legal right to be:

- a) Told whether any personal data is being processed.
- b) Given a description of the personal data, the reasons it is being processed, and whether it will be given to any other organisations or people.
- c) Given a copy of the information comprising the data and details of the source of the data (if available).

A fee maybe payable (not more than £10) and some types of data may be exempt from your subject access request.

**If you or anyone acting on your behalf provides the Company with false or inaccurate information and fraud is proven or suspected, all benefits under this policy may be void or cancelled, any claims refused and the full annual premium retained by the Company.**

The matter will be reported and recorded with the appropriate agencies and authorities and pursued in accordance with the law.

The **Company** wish to make it clear that the vast majority of honest policyholders suffer as a result of a few and the aim is to provide the best possible service to the genuine customer. Through the use of anti-fraud data sharing and certain interview techniques the **Company** are able to address fraud in a manner that enables us to keep premiums competitive.

## MOTOR INSURANCE DATABASE

As a result of the 4th EU Motor Insurance Directive, the Motor Insurers Database (MID) was set up by the Motor Insurers' Information Centre (MIIC), a division of the Motor Insurers' Bureau (MIB), to help tackle the problem of uninsured drivers.

The **Insured** has a legal obligation to supply all vehicle information to the **Company** in order that these may be entered onto the MID. Deletion of vehicles must also be notified. Non-compliance with the regulations is a criminal offence and the maximum possible fine for not submitting data is £5,000.

The regulations state that data must be supplied 'immediately'. It should therefore be done as soon as possible, preferably on the same day. All vehicles covered by this Insurance and all trade plates owned should be added to the MID, including:

- a) All permanently owned vehicles.
- b) Temporary vehicles held for more than 14 days.
- c) Taxed stock vehicles.
- d) Any vehicle that will be used on the public highway.

Vehicle Details can be supplied to your broker or by logging onto [twonline.co.uk](http://twonline.co.uk) where you can setup your own account and manage your vehicle updates directly.

Information relating to your insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it (drivers and addresses) may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVLANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- a) Electronic Licensing.
- b) Continuous Insurance Enforcement.
- c) Law enforcement (prevention, detection, apprehension and or prosecution of offenders).
- d) The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic **Accident** (either in the UK, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic **Accident** (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com)

## 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.

## ENDORSEMENTS

Those **Endorsements** printed hereafter whose numbers appear in the **Schedule** are applicable; all other **Endorsements** printed hereafter are deemed to be deleted unless reference is made to them in any **Endorsement** which is applicable or which becomes applicable:

### CV 3. ALL SECTIONS EXCESS

The **Company** shall only be liable for the amount in excess of the first £ (the amount shown in the **Schedule**) in respect of each and every claim under this Insurance.

This **Endorsement** 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.

### CV 4. ACCIDENTAL DAMAGE EXCESS

The **Company** shall only be liable for the amount in excess of the first £ (the amount shown in the **Schedule**) in respect of each and every claim under Section 2(1) of this Insurance.

This **Endorsement** 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.

### CV 5. FIRE & THEFT EXCESS

The **Company** shall only be liable for the amount in excess of the first £ (the amount shown in the **Schedule**) in respect of each and every claim under Section 2(2) and (3) of this Insurance

This **Endorsement** 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.

### CV 6. CONTINENTAL EXCESS

The **Company** shall only be liable for the amount in excess of the first £ (the amount shown in the **Schedule**) in respect of each and every claim under Section 2 of this Insurance whilst the **Insured Vehicle** is being used outside the United Kingdom, subject to such use being approved by the **Company** and an International Green Card being in force.

This **Endorsement** 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.

### **CV 7. ADDITIONAL EXCESS**

The **Company** shall only be liable for the amount in excess of the first £ (the amount shown in the **Schedule**) in respect of each claim under Section 2 of this Insurance.

This **Endorsement** 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.

### **CV 22. TRAILERS**

The indemnity granted under this Insurance extends to apply to one trailer whilst attached to or accidentally detached from the **Insured Vehicle**.

### **CV 23. TRAILERS ATTACHED/DETACHED**

The indemnity granted under this Insurance extends to apply to any trailer declared to the **Company** and owned by the **Insured** whilst attached to the **Insured Vehicle** or detached therefrom and out of use.

Provided always that such trailer whilst detached is kept on premises owned or occupied by the **Insured**, or premises used for delivery or collection by the **Insured** provided such premises are securely locked and declared to the **Company**. It is further declared and agreed that the **Company's** maximum liability in respect of any one trailer shall be up to but not exceeding the sum stated on the **Statement of Fact** or subsequent notification supplied to and agreed by the **Company**.

### **CV 27. EXCLUDING DRIVERS UNDER 25**

The **Company** shall not be liable under this Insurance whilst the **Insured Vehicle** is being driven by or in charge of for the purpose of being driven by any person under 25 years of age.

### **CV 28. WEIGHT DAMAGE**

Sub Section (6) of Exclusions to Section 1 shall be deleted.

### **CV 29. MOTOR TRADE (TPFT)**

Within the terms of Sub Sections (2) and (3) of Section 2 the maximum liability of the **Company** in respect of any one claim shall be up to but not exceeding the sum stated in the **Schedule**.

The expression "claim" shall mean any claim or series of claims arising out of one event and includes all costs and expenses howsoever incurred by the **Company**.

### **CV 30. MOTOR TRADE (COMP)**

Within the terms of Section 2 the maximum liability of the **Company** in respect of any one claim shall be up to but not exceeding the sum stated in the **Schedule**.

The expression "claim" shall mean any claim or series of claims arising out of one event and includes all costs and expenses howsoever incurred by the **Company**.

### **CV 31. MOTOR TRADE (TPFT)**

Within the terms of Sub Sections (2) and (3) of Section 2 the maximum liability of the **Company** in all during any one **Period of Insurance** shall be up to but not exceeding the sum stated in the **Schedule**.

### **CV 32. MOTOR TRADE (COMP)**

Within the terms of Section 2 the maximum liability of the **Company** in all during any one **Period of Insurance** shall be up to but not exceeding the sum stated in the **Schedule**.

### **CV 33. SOUND REPRODUCTION EQUIPMENT**

Section 2 of this Insurance extends to include any sound reproduction equipment (but excluding any compact discs, cassettes, tapes thereto) details of which have been supplied to and accepted by the **Company** subject to a maximum value stated in the **Schedule**.

### **CV 36. EXCLUDING DRIVERS UNDER 25 OTHER THAN NAMED**

**Endorsement CV27** hereon is inoperative in respect of the person(s) named in the **Schedule** giving effect to the application of this **Endorsement**.

#### **CV 37. TPF & T RE: NAMED DRIVER**

Whilst the **Insured Vehicle** is being driven by or is in the charge of for the purpose of being driven by the person(s) named in the **Schedule** giving effect to the application of this **Endorsement** only Section 1,2(2) and (3),3,4,5,6 and 7 are applicable.

#### **CV 40. EIRE EXTENSION**

It is hereby declared and agreed that the indemnity granted by this Policy shall be operative whilst the **Insured Vehicle** is temporarily being used in the Republic of Ireland during the **Period of Insurance** stated in the **Schedule**.

#### **CV 42. CO-INSURANCE CLAUSE**

It is hereby declared and agreed that in respect of any claim for loss, damage or liability under Section 2 of this Insurance, the **Insured** shall contribute an amount equivalent to 10% of each and every claim, such contribution always to be not less than the "excess" in the Exclusions to Section 2 and the **Schedule** of this Insurance. The expression "claim" shall mean any claim or series of claims arising out of one event and includes all costs and expenses howsoever incurred by the **Company**.

#### **CV 45. IMMOBILISER WARRANTY**

The **Company** shall only be liable under Section 2(3) Theft, for any claim arising where an approved immobiliser or immobiliser alarm has been fitted to the **Insured Vehicle** in accordance with the Manufacturer's instructions and is in active operation at all times when the **Insured Vehicle** is left unattended. Proof of fitting of an immobiliser device to the **Insured Vehicle** will be required prior to or in the event of a claim arising under this Section.

#### **CV 46. TRACKER SYSTEM**

If shown in the **Schedule** as applying to the **Insured Vehicle**, a Tracker system, as approved and agreed by us is required to be installed and it is a condition of this Section of the policy that:

- a) The Tracker system is kept in an efficient and effective condition.
- b) A service contract is kept continuously in force with the Tracking Company, and the company responsible for the service contract is immediately advised by you of any apparent defects or failures in the system or signalling.
- c) All detection devices and their circuitry connection for continuous functioning are fully operable at all times.
- d) The system is put into full and effective operation at all times.
- e) We are notified immediately;
  - i. if the central monitoring body give written or verbal warning of possible intended withdrawal of response.
  - ii. before any alteration to or replacement of the Tracker system and its associated service contract is made.

#### **CV 47. DELETE NO CLAIM BONUS**

The benefits granted by Section 4 (No Claim Bonus) have been deleted.

#### **CV 111. EXCLUDING TOOL OF TRADE USE**

The **Company** shall have no liability under Section 2 of this Insurance in respect of loss of or damage to any vehicle described in the **Schedule** arising out of the operation as a tool of trade or of plant forming part of such vehicle or attached thereto.

#### **CV 161. THIRD PARTY ONLY RE NAMED DRIVER**

Whilst the **Insured Vehicle** is being driven by or is in the charge of for the purpose of being driven by the person(s) named in the **Schedule** only Sections 1,3,4,5,6 and 7 are applicable.

### CV 165. MOTORCYCLES - THIRD PARTY ONLY

- a) It is hereby declared and agreed that definition 5(iii) of this policy shall be deemed to be deleted and replaced by the following:  
5 (iii) Any motor tricycle (trike) or quad-bike.
- b) It is hereby declared and agreed that sub section (20) of Exclusions to Section 2 shall be deemed to be deleted and replaced by the following:  
(20) Loss or damage by fire, theft or accidental damage to any **Insured Vehicle** that is of American/Canadian manufacture, kit built, customised, modified or supercharged, any Ford Cosworth model. Any **Insured Vehicle** over 25 years old from date of manufacture, any Q-plated vehicle or any Motorcycle or Moped.

### CV 166. EXTENDED COVER

- a) The **Company** will indemnify the **Insured** under Section 2(2) (Fire) and (3) (Theft) of this Insurance in respect of any vehicle whilst stored at or on, or parked within 50 metres of the **Motor/Commercial Trade Premises**, the address of which appears in the **Schedule** of this Insurance.
- b) General Exclusions 12(a) of this Insurance is deemed to be deleted and replaced by the following:-  
Any **Insured Vehicle** which is kept on, adjacent or within a radius of 400 metres to any **Motor/Commercial Trade Premises** other than at the address which appears in the **Schedule** of this Insurance or the **Insured's** or Partner's private residence.
- c) The benefits granted by Sections 1,2(1),3,5,6, and 7 have been deleted.

### Exceptions to this Extension

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

- a) Attempted theft, theft of parts, malicious damage (including Arson), accidental damage or flood.
- b) Any claim during any one **Period of Insurance** in excess of the Indemnity as shown in the **Schedule** of this Insurance.
- c) Any loss, destruction of or damage to any spare part or accessory, sound reproduction equipment, mobile telephone, citizen band radio, any tools, security device or any personal effects.
- d) Any vehicle that is unlocked or keys not removed.
- e) Any vehicle which is specifically insured elsewhere.
- f) The first £ (the amount shown in the Schedule) in respect of each and every claim under this Insurance.  
This operates independently of any other excess, clause or condition which may be contained in this insurance.  
The expression "claim" shall mean a claim or series of claims arising out of one event.
- g) Loss or damage by fire, theft or accidental damage to any **Insured Vehicle** that is of American/Canadian manufacture, kit built, customised, modified or supercharged, any Ford Cosworth model. Any **Insured Vehicle** over 25 years old from date of manufacture or any Q-plated vehicle.
- h) Any loss or damage where the **Motor/Commercial Trade Premises** have a shared occupancy.
- i) Any loss of or damage to keys or remote devices belonging to any **Insured Vehicle** or for the replacement of locks following the loss or damage of keys or remote devices.

### Conditions for this Extension

1. The **Insured** shall take all reasonable steps to safeguard the **Insured Vehicle** from loss. The following security measures shall be taken:-
  - a) All vehicles to be kept locked with the windows closed and all keys removed.
  - b) Keys to be kept in a locked safe at all times or away from the **Motor Commercial Trade Premises**, the address of which appears in the **Schedule** of this Insurance.
  - c) Vehicles to be kept in a locked building or secure compound at all times.  
The premises and **Insured Vehicles** shall be available at all reasonable times for inspection by the **Company** or their duly authorised agent.

2. This Extension shall only apply to those vehicles stored or parked for the purpose of sale, or in the custody or control of the **Insured** for the purpose of repair or maintenance. Subject otherwise to the terms, conditions and exceptions of this Insurance.

#### **Definition of a Secure Compound**

Perimeter fence constructed of brick, steel post or wire to all sides with a minimum height of three feet. All points of access to be secured by way of locking gate/posts and fixed with a close shackle padlock.

#### **Minimum Protection Clause**

It is a requirement of this Insurance that all external doors are fitted with a minimum five-lever mortice deadlock.

#### **CV 167. VEHICLE RECOVERY**

The **Company** will indemnify the **Insured** under the Terms and Conditions of this Insurance whilst the **Insured Vehicle** is towing, lifting or transporting a vehicle for recovery purposes provided that the vehicle is secured in a manner which complies with the legal requirements of the Road Traffic Act. This Insurance will apply to any vehicle being towed, lifted or transported. It is further declared and agreed that General Exclusion 1(c) of this Insurance relating to use for Hire and Reward shall not apply to use in connection with **Insured's** business or occupation.

Vehicles being carried will continue to have Third Party Only cover

#### **CV 168. CARRIAGE OF VEHICLE INDEMNITY**

For the purpose of this **Endorsement** exclusion (18) of Exclusions to Section 2 of this Insurance is deemed to be deleted. The **Company** will indemnify the **Insured** under Section 2 (1) (Accidental Damage) of this Insurance in respect of any vehicle being loaded onto, unloaded from or being lifted or transported by the **Insured Vehicle**, up to but not exceeding the sum stated in the **Schedule** during any one **Period of Insurance**.

Provided that the vehicle being lifted or transported is secured in a manner that complies with legal requirements of the Road Traffic Act.

#### **CV 171. PROTECTED NO CLAIM BONUS**

The premium charged includes a No Claim Bonus discount and provided the **Insured** remains eligible for this benefit by meeting the published requirements and not having more than two claims in any continuous period of three years, the No Claim Bonus discount will be incorporated in the subsequent renewal premiums.

In the event of the number of claims exceeding the above-mentioned amount, the **Insured** will no longer qualify for this benefit.

#### **CV 172. REINSTATEMENT**

In the event of one claim under Section 2 of this Insurance, during any one **Period of Insurance**, the **Company** will automatically reinstate the indemnity limit as contained in Endorsements CV31 Motor Trade (TPF&T) and CV32 Motor Trade (COMP) of this Insurance.

#### **CV 173. BUSINESS USE ONLY FOR NAMED DRIVER(S)**

Whilst the **Insured Vehicle** is being driven by or is in the charge of for the purpose of being driven by the person(s) named in the **Schedule** indemnity for Social Domestic and Pleasure purposes has been removed.

#### **CV 180. EXCLUDING STUDENT COVER**

The **Company** shall not be liable under this Insurance whilst the **Insured Vehicle** is being driven by or in the charge of the person named in the **Schedule** of this Insurance whilst:-

- a) Travelling to his/her place of education or study.
- b) The **Insured Vehicle** is parked, kept or used at his/her place of education or study.

#### **CV 181. REPOSSESSION DAMAGE**

It is hereby declared and agreed that sub section (17) of Exclusions to Section 2 is deleted.

### **CV 183. DEMONSTRATION COVER**

This policy shall be operative while the **Insured Vehicle** (providing the vehicle is not a motorcycle) is being driven for the purpose of demonstration for sale with the permission of the **Insured** by any person provided that such person:

- a) Is not in the employment of the **Insured**;
- b) Is not a member of the family of the **Insured** or any named driver;
- c) Is accompanied at all times by the **Insured** or a person named on the **Certificate of Insurance** and is entitled to drive;
- d) Holds a **Licence** to drive such a vehicle and is not disqualified from holding or obtaining such a **Licence**;
- e) Shall, as though they were the **Insured** observe, fulfil and be subject to the terms and conditions of this Policy.
- f) Is 22 years of age or over but under 70 years of age.

### **CV 184. EXCLUDING DAMAGE BY LIVESTOCK**

The **Company** shall not be liable in respect of any damage caused by livestock or bloodstock.

### **CV 186. MOTORCYCLES - FULL POLICY COVER**

It is hereby declared and agreed that definition 5(iii) shall be deemed to be deleted and replaced by the following:

5 (iii) Any motor tricycle (trike) or quad-bike.

### **CV 187. IMPORTED VEHICLES**

Exclusion 22 of 'Exclusions to Section 2' is deemed to be deleted.

### **CV 188. AMERICAN & CANADIAN VEHICLES**

It is hereby declared and agreed that Exclusion 20 to 'Exclusions to Section 2' shall be deemed to be deleted and replaced by the following:

(20) Loss or damage by fire, theft or accidental damage to any **Insured Vehicle** that is kit built, customised, modified or supercharged, any Ford Cosworth model. Any **Insured Vehicle** over 25 years old from date of manufacture or any Q-plated vehicle.

### **CV 189. ADDITIONAL BUSINESS USE**

The limitations as to use as stated in Section 6 of the **Certificate of Insurance** shall be deemed to include additional business use for the person named and listed in connection with their additional occupation as stated in the **Schedule**.

### **CV 191. EXCLUDING COVER AT PUBLIC HOUSE/LICENCED PREMISES**

The **Company** shall not be liable under this Insurance whilst the **Insured Vehicle(s)** is parked, kept on, adjacent to or within a radius of 400 metres of the residence or place of employment of the **Insured** which is declared as a Public House / Licenced Premises.

### **CV 192. DEMONSTRATION COVER THIRD PARTY ONLY**

For the purpose of this **Endorsement** Section 2 is deemed to be deleted. This Policy shall be operative under Section 1 while the **Insured Vehicle** (providing the vehicle is not a motorcycle) is being driven for the purpose of demonstration for sale with the permission of the **Insured** by any person provided that such person:

- a) Is not in the employment of the **Insured**;
- b) Is not a member of the family of the **Insured** or any named driver;
- c) Is accompanied at all times by the **Insured** or a person named on the **Certificate of Insurance** and is entitled to drive;
- d) Holds a **Licence** to drive such a vehicle and is not disqualified from holding or obtaining such a **Licence**;
- e) Shall, as though they were the **Insured** observe, fulfil and be subject to the Terms and Conditions of this Policy.
- f) Is 22 years of age or over but under 70 years of age.



### CV 193. YOUNG DRIVER RESTRICTED VEHICLES

The **Company** shall not be liable under this Insurance whilst any **Insured Vehicle(s)** with a cubic capacity not exceeding:

- a) 1600cc is being driven by or in the charge of any person named on the **Certificate of Insurance** aged 22 years of age.
- b) 1800cc is being driven by or in the charge of any person named on the **Certificate of Insurance** aged between 23 and 24 years of age.

### CV 194. BOUND BY LAST PROPOSAL

This Insurance has been granted on the basis of information contained in the last completed **Proposal**, together with any material changes notified to us or your Insurance Advisor. That **Proposal** and any subsequent disclosures, therefore forms the basis of this current Insurance contract. Failure to advise of material changes as requested when this Policy was arranged could invalidate this Insurance.

## ALTERATIONS TO YOUR INSURANCE

### 1. ALL AMENDMENTS MUST BE NOTIFIED IMMEDIATELY

### 2. IF YOU CHANGE YOUR VEHICLE SPECIALISATION

Any alteration to the area of vehicle specialisation as stated on the **Statement of Fact** must be notified to your broker immediately.

### 3. OTHER ALTERATIONS

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

### 4. 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.

### 5. WARNING

Your policy may be subject to an increase in premium, change in terms and conditions, your claim not being fully paid or may be void and of no effect, if:

- a) The **Statement of Fact**, proposal or declaration or any supporting documents are false or untrue in any material respect.
- b) The **Insured** makes a claim that is fraudulent or deliberately exaggerated.
- c) The **Insured** has made a false statement in support of any such claim.
- d) The circumstances in which the **Insured** entered into the contract are altered without the consent of the **Company**.

**PLEASE NOTE** – The **Company** will retain the full annual premium if the policy is voided as a result of fraud and the appropriate authorities advised.

You are advised to keep a record of all information supplied for purposes of entering into this Insurance Contract. A copy of the **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 205 5513**

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.**

## COMPLAINTS PROCEDURE

Your broker or insurance intermediary who arranged this policy for you may be able to resolve any complaints you have. If however, they are unable to do so, or you wish to make a complaint regarding the service or product you have received directly from Tradewise Insurance Services Ltd you can speak with the relevant department or write to:

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

Alternatively, you can email: [compliance@tradewise.co.uk](mailto:compliance@tradewise.co.uk) stating your reference.

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

Head of Compliance  
Tradewise Insurance Company Ltd  
Suite 943  
Europort  
Gibraltar  
GX11 1AA

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

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

[www.financial-ombudsman.org.uk](http://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 Ltd  
300 Southbury Road,  
Enfield,  
Middlesex  
EN1 1TS

0344 620 1234 (Claims)  
020 8350 4020 (All Departments)

This policy is Underwritten by Tradewise Insurance Company Ltd and Authorised Co-Insurers.