

Truwi

Tradewise

BLACK CAB
INSURANCE POLICY

Keeping your business motoring

plan[®]
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 the Policy may be void and of no effect and the annual premium possibly retained.

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 the Policy may be void and of no effect and the annual premium possibly retained.

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.
Endorsement	Shall mean an amendment to the terms of this Insurance.
Insured	Shall mean the person(s) as shown on the Schedule of Insurance who has been a UK resident for at least 60 months prior to the inception of the policy or the date of inclusion/addition to the Policy and where required is licenced with the appropriate authority.
Insured Vehicle	Shall mean any vehicle being driven or used within any licencing or regulatory requirements (including its standard accessories but excluding keys/remote devices and non standard/non factory fitted audio/visual equipment) 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: a) The record of information supplied by you, or your Senior Management and given to the Company . b) The proposal form completed by you, the Insured or your Senior Management and signed by the Insured .
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.
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. Note: Within the Metropolitan Police Districts cover is only available for London Taxis defined as taxis constructed as such used in the Metropolitan Police District and licensed by the Commissioner of Police of the Metropolis in accordance with the Metropolitan Public Carriage Act 1869 and the London Cab and Stage Act 1907.

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.
Accident	Shall mean any unforeseen event or one without apparent cause. Anything that occurs unintentionally or by chance.
Data Subject/s	Shall mean any individual whose Personal Data and Special Categories of Personal Data is processed in accordance with the Data Controllers procedures and instructions for the purposes of meeting its legal obligations under this contract.

BLACK CAB 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 public highway as defined by the Road Traffic Act.
 - b) Temporarily garaged or parked during the course of a journey.
 - c) Garaged or parked at private residence of the **Insured** as described in the **Schedule** and/or **Statement of Fact**.
 - d) 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.

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** 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 the 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** on the **Insured's** order or with their permission;
- 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 the **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 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.
8. Loss, damage or liability caused by pollution or contamination arising out of the seepage of the load from the **Insured Vehicle**.
9. 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 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.

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 **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.

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 the contents of the **Insured Vehicle**, including all personal effects, money or goods belonging to the driver or passengers or any other party.
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 their behalf.
13. 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, house guest or any member of their families including those in Law.
14. Loss or damage of any **Insured Vehicle** by deception by a purported purchaser or agent.
15. Loss or damage to any **Insured Vehicle** whilst in the process of being repossessed from the **Insured**.
16. 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**.
17. Loss or damage to any trailer and for goods carried on or within any trailer.
18. 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.

19. 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.
20. Any consequential loss arising out of damage to any property carried in the **Insured Vehicle**.
21. 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.
22. The amount shown in the **Schedule** and the **Statement of Fact** 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 Policy the **Company** will allow a discount from the renewal premium calculated in accordance with the **Company's** published scale for black cab policies. In the event of a claim all discounts will be disallowed. Discount allowance will be at the sole discretion of the **Company**.

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.

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.

The **Company** may use parts that have not been supplied by the original manufacturer. If the **Insured** insists upon parts supplied by the original manufacturer the **Insured** will be required to pay for the difference in the cost of such parts.

If an incident occurs involving the breakage of multiple panes of glass, the **Company** will only be responsible for one pane of glass under this section of the policy.

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 Taxi Glaze on 0800 8620 474, you will need to produce your Certificate and Schedule of Insurance.

EXCLUSIONS TO SECTION 7

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

- a) The first amount (Excess) as specified below when the **Insured Vehicle** is:
 - i. Non electric £60 excess will apply.
 - ii. Electric £150 excess will apply.This excess will not apply if the windscreen/window glass is repaired rather than replaced.
- b) Any windscreen recalibration costs
- c) Damage to a sun-roof, glass roof, panoramic roof or windscreens, lights/reflectors or folding rear windscreen assemblies
- d) 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 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. Any 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 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 liability caused by the **Insured's** fraudulent or criminal activity or that of an employee or members of the **Insured's** family.
17. Any liability from the supply, transportation or the selling of food or drink.
18. 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.
19. Injury, loss, damage to employees or anyone contracted to work for the **Insured** on a self-employed basis.

SECTION 9 BREAKDOWN POLICY WORDING

Please check **Your** Policy Schedule to ensure **You** have the level of cover **You** need and read the following to help **You** use the service.

DEFINITIONS

Accident	A collision immediately rendering the Vehicle immobile or unsafe to drive.
Breakdown	An electrical or mechanical failure, misfuel, flat battery, puncture, Accident, vandalism, fire, theft, or attempted theft to the Vehicle , which immediately renders the Vehicle immobilised.
Callout	The deployment of a Recovery Operator to Your Vehicle .
Home Address	The last known address recorded on Our system where Your Vehicle is ordinarily kept.
Period of Insurance	The duration of this policy as indicated on Your Policy Schedule for a period not exceeding twelve months.
Recovery Operator	Kingsway Claims Ltd or any independent technician Kingsway Claims Ltd appoints to attend Your Breakdown .
Rescue Controller	The telephone Operator employed by Kingsway Claims Ltd or their appointed technician.

Specialist Equipment	Non-standard apparatus or recovery vehicles which in the opinion of the Recovery Operator are required to recover the Vehicle . Specialist Equipment includes but is not limited to winching, skates, sliders, dolly wheels, donor wheels and a crane lift.
Suitable Garage	Any appropriately qualified mechanic or garage which is suitable for the type of repair required and where the remedial work undertaken can be evidenced in writing.
Territorial Limits	England, Wales and Scotland.
Us, We, Our	Kingsway Claims &/or Tradewise
Vehicle	The Vehicle(s) listed on Your Policy Schedule at the time of the Breakdown .
You, Your	The driver of the Vehicle

What to do if You Breakdown

If **Your Vehicle** breaks down please call Our 24 hour Control Centre on: **0800 031 4952**

Please have the following information ready to give to **Our Rescue Controller** who will use this to validate **Your** policy:

- **Your** return telephone number with area code.
- **Your Vehicle** registration.
- The precise location of **Your Vehicle** (or as accurate as **You** are able in the circumstances).

We will take **Your** details and ask **You** to remain by the telephone **You** are calling from. Once **We** have made all the arrangements **We** will contact **You** to advise who will be coming out to **You** and how long they are expected to take. **Your** mobile phone must therefore be switched on and available to take calls at all times. **You** will then be asked to return to **Your Vehicle**.

Please remember to guard **Your** safety at all times but remain with or nearby **Your Vehicle** until the **Recovery Operator** arrives. Once the **Recovery Operator** arrives at the scene please be guided by their safety advice.

If **You** are broken down on a motorway and have no means of contacting **Us** or are unaware of **Your** location, please use the nearest SOS box and advise the Emergency Services of **Our** telephone number, they will then contact **Us** to arrange assistance. If the Police or Highways Agency are present at the scene please advise them that **You** have contacted **Us** or give them **Our** telephone number to call **Us** on **Your** behalf.

Your Cover

If **Your Vehicle** suffers a **Breakdown**, service will be provided during the **Period of Insurance** in accordance with this policy wording and the cover level **You** have chosen.

Homestart / National Roadside / Nationwide Recovery In the event of a **Breakdown** within England, Wales and Scotland which occurs from your **Home Address** or national, **We** will arrange and pay for you and **Your Vehicle** to be recovered to the nearest garage within 30 miles which is able to undertake the repair. In the event **Your Vehicle** cannot be repaired locally the same working day, **Your Vehicle** can be recovered to **Your Home Address**, or if **You** would prefer and it is closer, **Your** original destination within the UK within 30 miles.

We will send help to the scene of the **Breakdown** and pay **Callout** fees and mileage charges needed to repair or assist with the **Vehicle**. If, in the opinion of the **Recovery Operator**, they are unable to repair the **Vehicle** at the roadside **We** will assist in the following way: Either:

- Arrange and pay for **You** and **Your Vehicle** to be recovered to the nearest garage which is able to undertake the repair within 30 miles from the scene of the **Breakdown**.
Or:
- If the above is not possible at the time or the repair cannot be made within the same working day, **We** will arrange for **You** and **Your Vehicle** to be transported to **Your** chosen destination up to 30 miles from the scene of the **Breakdown**. Any journey undertaken in excess of 30 miles will be chargeable @ £1.15 per mile or part thereof by credit or debit card.

Any recovery must take place at the same time as the initial **Callout** otherwise **You** will have to pay for subsequent **Callout** charges.

If **Your Vehicle** requires recovery, **You** must immediately inform **Our Rescue Controller** of the address **You** would like the **Vehicle** taken to. Once the **Vehicle** has been delivered to the nominated address, the **Vehicle** will be left at **Your** own risk.

GENERAL NOTES FOR SECTION 9

Uninsured Service	We can usually provide assistance for faults that are not covered under this insurance policy. All costs (including an administration fee) must be paid for immediately by credit or debit card.
Change of Vehicle Governing Law Language	Our policy only covers the Vehicle registered on Our database. English Law governs this insurance. We have chosen to use the English language in all documents and communication relating to this policy.
Measurements	A Home Assist is calculated using a straight line from the Home Address to the location of the Breakdown . All other measurements are calculated using driving distances.
Garage Repairs	Any repairs undertaken by the Recovery Operators at their premises are provided under a separate contract, which is between You and the Recovery Operator .
Multiple Vehicle Policies	Multiple Vehicle policies must be registered to one address.

EXCLUSIONS TO SECTION 9

Applying to all sections unless otherwise stated

This insurance does not cover the following:

1. Service where glass or windscreens have been damaged.
2. Vehicles that are not secure or have faults with electric windows, sun roofs or locks not working, unless the fault occurs during the course of a journey and **Your** safety is compromised.
3. **Breakdowns** caused by failure to maintain the **Vehicle** in a roadworthy condition including maintenance or proper levels of oil and water.
4. Costs incurred in addition to a standard **Callout** where service cannot be undertaken at the roadside because the **Vehicle** is not carrying a serviceable spare wheel, an aerosol repair kit, appropriate jack, or the locking mechanisms for the wheels are not immediately available to remove the wheels.
5. Any request for service if the **Vehicle** cannot be reached or is immobilised due to snow, ice, mud, sand, flood, or water or where the **Vehicle** is not accessible or cannot be transported safely and legally using a standard transporter.
6. Overloading of the **Vehicle** or carrying more passengers than it is designed to carry.
7. Any subsequent **Callouts** for any symptoms related to a claim which has been made within the last 28 days, unless **Your Vehicle** has been fully repaired at a **Suitable Garage**, declared fit to drive by the **Recovery Operator** or is in transit to a prebooked appointment at a **Suitable Garage**.
8. The recovery of **You** and **Your Vehicle** if repairs can be carried out at or near the scene of the **Breakdown** within the same working day. If recovery takes effect **We** will only recover to one address in respect of any one Breakdown.
9. Any **Vehicle** which is not listed on **Your Policy Schedule** as being eligible for **Breakdown** cover with **Us**.

10. Any request for service if the **Vehicle** is being used or taking part in any official or unofficial rally, pacemaking event, reliability trial, speed trial/testing, competition or race of any description against another motorist, either formal or informal.
11. Assistance if the **Vehicle** is deemed to be illegal, untaxed, without a current valid MOT certificate, uninsured, unroadworthy or dangerous to transport.
12. The cost of any parts, components or materials used to repair the **Vehicle**.
13. Repair and labour costs other than one hour roadside labour at the scene.
14. The use of **Specialist Equipment** occasionally required because the **Vehicle** is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of recovery.
15. Storage charges.
16. Any claim within 24 hours of the time the policy is purchased.
17. Any **Breakdown** that occurred before the policy commenced, the **Vehicle** was placed on cover, or before the policy was upgraded.
18. More than two **Callouts** in any one **Period of Insurance**.
19. Any costs or expenses not authorised by **Our Rescue Controllers**.
20. The cost of food, drinks, telephone calls or other incidentals.
21. Claims not notified and authorised prior to expenses being incurred.
22. The charges of any other company (including Police recovery) other than the **Recovery Operator**.
23. Any charges where **You**, having contacted **Us**, effect recovery or repairs by other means unless we have agreed to reimburse **You**.
24. Any cost that would have been incurred if no claim had arisen.
25. Any false or fraudulent claims.
26. The cost of alternative transport.
27. Recovery of the **Vehicle** or **Your** transport costs to return the **Vehicle** to **Your Home Address** once it has been inspected or repaired.
28. Any damage or loss to **Your Vehicle** or its contents and any injury to **You** or any third party caused by **Us** or the **Recovery Operator**. It is **Your** responsibility to ensure personal possessions are removed from the **Vehicle** prior to **Your Vehicle** being recovered.
29. **We** will not pay for any losses that are not directly covered by the terms and conditions of this policy. For example, **We** will not pay for **You** to collect **Your Vehicle** from a repairer or for any time that has to be taken off work because of a **Breakdown**.
30. Failure to comply with requests by **Us** or the **Recovery Operator** concerning the assistance being provided.
31. A request for service following any intentional or wilful damage caused by **You** to **Your Vehicle**.
32. Fines and penalties imposed by courts.
33. Any cost recoverable under any other insurance policy that **You** may have.
34. Direct or indirect loss, damage or liability caused by, contributed to or arising from: -
 - a) Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
 - b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
 - c) Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.
35. Any cover which is not specifically detailed within this policy.
36. Any journey more than 30 miles unless the appropriate charge has been made.

GENERAL CONDITIONS FOR SECTION 9

Applying to all sections

1. The driver of the **Vehicle** must remain with or nearby the **Vehicle** until help arrives.
2. If a **Callout** is cancelled by **You** and a **Recovery Operator** has already been dispatched, **You** will lose a **Callout** from **Your** policy. **We** recommend **You** to wait for assistance to ensure the **Vehicle** is functioning correctly. If **You** do not wait for assistance and the **Vehicle** breaks down again within 12 hours, **You** will be charged for the second and any subsequent **Callouts**.
3. **We** reserve the right to charge **You** for any costs incurred as a result of incorrect location details being provided.
4. **We** have the right to refuse to provide the service if **You** are being obstructive in allowing **Us** to provide the most appropriate assistance or are abusive to **Our Rescue Controllers** or the **Recovery Operator**.

5. **Your Vehicle** must be registered to and ordinarily kept at an address within England, Wales or Scotland.
6. **Vehicles** must be located within England, Wales or Scotland when cover is purchased and commences.
7. **We** can request proof of outbound and inbound travel dates.
8. **We** must be advised immediately at the time of contacting **Us** for assistance, if **Your Vehicle** is fitted with alloy wheels. If **We** are not advised and **We** are unable to provide the service promptly or efficiently through the agent who will be assisting **You**, **You** will be charged for any additional costs incurred.
9. If **We** are able to repair **Your Vehicle** at the roadside, **You** must accept the assistance being provided and immediately pay for any parts supplied and fitted by debit or credit card.
10. The repair must be carried out if the **Vehicle** is recovered to a **Suitable Garage** and the **Suitable Garage** can repair the **Vehicle** within the terms stated. **You** must have adequate funds to pay for the repair immediately. If **You** do not have funds available, any further service related to the claim will be denied.
11. In the event **You** use the service and the claim is subsequently found not to be covered by the policy **You** have purchased, **We** reserve the right to reclaim any monies from **You** in order to pay for the uninsured service.
12. **We** may decline service if **You** have an outstanding debt with **Us**.
13. If **You** have a right of action against a third party, **You** shall cooperate with **Us** to recover any costs incurred by **Us**. If **You** are covered by any other insurance policy for any costs incurred by **Us**, **You** will need to claim these costs and reimburse **Us**. **We** reserve the right to claim back any costs that are recoverable through a third party.
14. **Recovery Operators** comply with laws and regulations limiting the number of hours they can drive for. Regular breaks and 'changeovers' may be required when transporting **Your Vehicle**.
15. Regardless of circumstances, **We** will not be held liable for any costs incurred if **You** are unable to make a telephone connection to any numbers provided.
16. The policy is not transferable.
17. If, in **Our** opinion, the **Vehicle** is found to be unroadworthy due to lack of maintenance, unless servicing records can be provided, **We** may terminate **Your** policy immediately notifying **You**, by letter to **Your Home Address**, of what action **We** have taken.
18. **We** will provide cover if:
 - a) **You** have met all the terms and conditions within this insurance.
 - b) The information provided to **Us**, as far as **You** are aware, is correct.

Should **You** wish to contact **Us**, **We** can be contacted by:

- Email: enquiries@kingswayclaims.co.uk

Statement of Demands and Needs

This policy meets the demands and needs of persons wishing to ensure that they are covered in the event of a **Breakdown**. As with any insurance, it does not cover all situations and **You** should read the terms and conditions of this policy to make sure that it meets **Your** specific needs.

Our Promise To You

We aim to provide a high standard of service. Please telephone **Us** if **You** feel **We** have not achieved this and **We** will do **Our** best to rectify the problem immediately.

Refer to Complaints Procedure Page 24

Service Provider and Insurer

This service is provided by Kingsway. The policy is underwritten by Tradewise Insurance Company Limited

Call Recording

To help **Us** provide a quality service, **Your** telephone calls may be recorded.

Complaints Procedure

We make every effort to provide the highest standards of service. If on any occasion **Our** service falls below the standard **You** would expect **Us** to meet, the procedure below explains what **You** should do.

Please include the details of **Your** policy and in particular **Your** policy number, to help **Your** enquiry to be dealt with speedily.

Refer to Complaints Procedure Page 24

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) 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**;
 - d) 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. 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 **Accident**, damage or loss occurring whilst the **Insured Vehicle** is being kept or used without a current Department of Transport test (M.O.T.) certificate if one is needed.
6. The **Company** shall not be liable under this Insurance whilst any **Insured Vehicle** is being used or taking part in any official or unofficial:
 - a) Rallying
 - b) Pacemaking event
 - c) Reliability trial
 - d) Speed trial/testing
 - e) Competition
 - f) Race of any description against another motorist, either formal or informal.

This exclusion shall apply to any road, track, off road event, Nurburgring or similar environment.

7. 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.

8. 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.
9. 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.
10. 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**.
11. 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.
12. 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.
13. 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**.
14. 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.
15. 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.
16. 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.
17. 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.
18. Any fine, penalty or punitive or exemplary damages.
19. The Insurance shall be inoperative whilst the **Insured Vehicle** is being driven by or in the custody or control of any Agency Driver.

20. 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.
21. Cover for driving other cars is not provided under this Motor Policy.
22. 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 Hire** use.

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

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.

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	
Amount payable:	25%	37.5%	50%	
Period not exceeding:	4 months	6 months	8 months	Over 8 months
Amount payable:	62.5%	75%	87.5%	FULL PREMIUM

In the event of cancellation and where the Company has made any payment for claim(s) or where any claim has been reported and not settled under this insurance there will be No return of premium.

3. 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).
4. When the **Insured Vehicle** is left unattended or unoccupied it shall be locked with all windows closed and all keys removed.
5. The **Insured Vehicle** shall be available at all reasonable times for inspection by the **Company** or their duly authorised agents.
6. 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**.

7. 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.
8. 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.
9. 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**.
10. 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.

11. 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).
12. 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.
13. 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.
14. 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**.
15. 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**.
16. 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.
17. 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.

18. 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.
19. The **Insured** or any driver under this Insurance must hold the appropriate valid licence to operate the **Insured Vehicle** for **Public Hire** use.
20. 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.
21. 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 information (Data) given to the **Company** and provides a brief summary of why it is needed, what the **Company** will do with it (including who it shares the information with), The type of information held about a **Data Subject**, where the information is obtained from and the rights that a **Data Subject** has.

IMPORTANT – This notice also applies to anyone else covered under this insurance and should be shown to them.

The **Company** will use a **Data Subjects** information to:

- Make a decision on whether or not the **Company** are able to accept the **Data Subjects** insurance proposal, renewal or any adjustment the **Data Subject** may look to carry out.
- Determine what premium, terms and conditions will apply.
- Administer the policy.
- Handle claims made against the policy.
- Prevent fraud and financial crime.
- Deal with any complaints and other compliance and legal requirements.

When The **Company** has a **Data Subjects** information, it will:

- Ensure it is always held in a technically secure environment.
- Ensure staff are sufficiently trained in the knowledge of Data Protection.
- Never transfer it outside of the European Union or European Economic Area.
- Ensure that the information is not kept longer than is absolutely necessary, or longer than legislation requires.
- Never sell the information.
- Also make the same guarantees for firms appointed to process the data on behalf of the **Company**.

The **Company** will hold different types of information about a **Data Subject**, this may include:

- Name, contact details (such as address, telephone numbers and email addresses), date of birth and bank details.
- Previous insurance history.
- Vehicle details including registrations.
- Certain special categories of data, such as medical history and criminal convictions.

The **Company** receive information about a **Data Subject**, from various sources, such as:

- A **Data Subject** directly – including information from any telephone calls.
- The Broker who arranged the policy.
- Someone authorised or permitted to supply information on a **Data Subjects** behalf.
- Driver and Vehicle Licencing Agency (DVLA).
- Databases such as Claims and Underwriting Exchange (CUE), Hire Purchase Investigation (HPI), Credit Safe and Insurance Companies.
- Law Enforcement Agencies.

The **Company** may share a **Data Subjects** information with:

- The Police and other law enforcement agencies, such as Fraud Prevention Agencies.
- Solicitors, Third Party Representatives or Third Party Insurers.
- Industry Regulators including The Financial Ombudsman Service (FOS).
- Reinsurers.
- Finance companies, if an **Insured** opts to pay by The **Company** Direct Debit scheme. This will involve a credit search and assessment of affordability.
- Associated and Subsidiary Companies for fraud prevention measures.

The **Data Subject** has certain rights concerning the information held about them and how the **Company** use it, these are:

- The right to be informed.
- The right to access.
- The right to rectification.
- The right to restrict processing.
- The right to data portability.
- The right to object.
- Rights relating to automated decision making including profiling.

IMPORTANT – If you or anyone covered by this insurance withdraw or restrict the right to the **Company** processing your information the **Company** may be unable to offer an insurance policy, continue with cover or deal with a claim.

If you would like more information regarding your information including full details of who the **Company** may share it with, you can contact our UK service providers:

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

Telephone: 0208 350 4020
Email: compliance@tradewise.co.uk

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 the DVLA in line with their regulations, as failure to declare such information may affect the validity of your policy

4. 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

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.

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 stating your reference.

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

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.

REGULATORY INFORMATION

Tradewise Insurance Company Limited are covered by the Financial Services Compensation Scheme. You may be entitled to compensation if we are unable to meet our financial obligations.

Further information is available from:

Financial Services Compensation Scheme,
PO Box 300
Mitcheldean
GL17 1DY

Telephone: 0800 678 1100
Email: enquiries@fscs.org.uk
Website: www.fscs.org.co.uk

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